



Finance Committee Agenda

City of Newton In City Council

Tuesday, September 6, 2016

6:45 PM
Room 211

#265-16 Request for \$240,850 to fund bond sale costs

HIS HONOR THE MAYOR requesting authorization to appropriate and expend two hundred eight thousand eight dollars (\$208,000) from Fiscal Year 2017 Revenue and transfer the sum of thirty-two thousand eight hundred fifty dollars (\$32,850) from the following account to fund bond issuance costs associated with the City's July 2016 bond sale:

From:

Interest Payments NNHS
0110772-582A51 \$32,850

To:

Bond Sale Costs \$32,850
0110701-5316

[08/01/16 @ 12:50]

#269-16 Transfer \$800,000 to fund the recently negotiated Patrolman's Association contract

HIS HONOR THE MAYOR requesting authorization to transfer the sum of eight hundred thousand dollars (\$800,000) from Fiscal Year 2017 Wage Reserve to fund the Fiscal Year 2015 and Fiscal year 2016 retroactive payments of the recently negotiated contract with the Newton Patrolman's Association, as well as Fiscal Year 2017 current year adjustments. [08/01/16 @ 4:19 PM]

Note: The Committee will meet jointly with the Public Facilities Committee to discuss the following six items.

Referred to Public Facilities and Finance Committees

#276-16 \$100,000 transfer for cleanup of 70 Crescent Street site

HIS HONOR THE MAYOR requesting authorization to transfer the sum of one hundred thousand dollars (\$100,000) from Fiscal Year 2017 Budget Reserve to fund the cleanup of the 70 Crescent Street housing project site. [08/01/16 @ 12:50]

The location of this meeting is handicap accessible and reasonable accommodations will be provided to persons requiring assistance. If you need a special accommodation, please contact Jini Fairley, at least two days in advance of the meeting: jfairley@newtonma.gov, or 617-796-1253. For Telecommunications Relay Service dial 711.

Referred to Public Facilities and Finance Committees

- #279-16** **\$125,000 for additional funding for Aquinas Window Project**
HIS HONOR THE MAYOR requesting authorization to appropriate one hundred twenty-five thousand dollars (\$125,000) from bonded indebtedness for the purpose of providing additional funding for the Aquinas Window/PCB Abatement Project. .
[08/01/16 @ 12:50 PM]

Referred to Public Facilities and Finance Committees

- #274-16** **\$250,000 to purchase a new Gradall truck**
HIS HONOR THE MAYOR requesting authorization to appropriate two hundred fifty thousand dollars (\$250,000) from bonded indebtedness to fund the purchase of a new 2016 Gradall truck. [08/01/16 @ 12:50 PM]

Referred to Public Facilities and Finance Committees

- #277-16** **\$530,000 for traffic signal upgrades at Washington and Harvard Streets**
HIS HONOR THE MAYOR requesting authorization to appropriate the sum of five hundred thirty thousand dollars (\$530,000) from bonded indebtedness to fund the construction and installation of traffic signal upgrades at the intersection of Washington Street and Harvard Street. [08/01/16 @ 12:50 PM]

Referred to Public Facilities and Finance Committees

- #278-16** **\$200,000 for design of a section of Laundry Brook culvert by the Cabot School**
HIS HONOR THE MAYOR requesting authorization to appropriate and expend two hundred thousand dollars (\$200,000) from the Stormwater Management Fund reserve for the purpose of funding the design of a section of the Laundry Brook culvert adjacent to the Cabot Elementary School. [08/01/16 @ 12:49 PM]

Referred to Public Facilities and Finance Committees

- #280-16** **\$165,000 for additional funding for the Elliot Street Bridge Project**
HIS HONOR THE MAYOR requesting authorization to appropriate one hundred sixty-five thousand (\$165,000) from bonded indebtedness for the purpose of providing additional funding for the Elliot Street Bridge Project. [08/01/16 @ 12:50 PM]

Note: The Committee will meet jointly with the Programs & Services Committee to discuss the following item.

Referred to Programs & Services and Finance Committees

- #271-16** **\$100,000 to fund implementation of early voting procedures**
HIS HONOR THE MAYOR requesting authorization to transfer the sum of one hundred thousand dollars (\$100,000) from Budget Reserve to fund the City's compliance with new early voting procedures, which includes the purchase of 15 electronic poll books and associated printers, software licensing, set-up, annual maintenance fee, and funding for poll workers to run the early voting locations, police details, custodial staff and Public Works staff for the early voting days. [08/01/16 @ 12:49 PM]

Items Not Scheduled for Discussion at this Meeting:

Referred to Public Facilities and Finance Committees

- #275-16** **\$4 million MWRA loan to implement lead service line replacement project**
HIS HONOR THE MAYOR requesting authorization to borrow up to four million dollars (\$4,000,000) in interest free loans from the Massachusetts Water Resources Authority (MWRA) for the purpose of implementing a lead service line replacement program. [08/01/16 @ 12:49 PM]

Referred to Public Facilities and Finance Committees

- #273-16** **\$216,000 to purchase a new street sweeper**
HIS HONOR THE MAYOR requesting authorization to appropriate two hundred sixteen thousand dollars (\$216,000) from bonded indebtedness to fund the purchase of a new 2016 Elgin Pelican NP dual street sweeper. [08/01/16 @ 12:50 PM]

Referred to Public Safety & Transportation and Finance Committees

- #272-16** **\$700,000 for replacement of the dispatch consoles at the Police Dispatch Center**
HIS HONOR THE MAYOR requesting authorization to appropriate seven hundred thousand dollars (\$700,000) from bonded indebtedness for the purpose of funding the replacement of the dispatch consoles at the Police Dispatch Center. [08/01/16 @ 4:19 PM]

Referred to Zoning & Planning and Finance Committees

- #270-16** **Request to Amend Demolition Delay Ordinance**
COUNCILORS HESS-MAHAN, LEARY, SCHWARTZ, AUCHINCLOSS, SANGIOLO, AND BAKER requesting amendments to Chapter 22, Division 2. Demolition Delay, of the Revised Ordinances to increase sanctions for failure to comply with the conditions of a demolition permit and/or demolition of a structure without an appropriate permit. [07/21/16 @11:40 AM]

- #268-16** **Accept Mass Department of Environmental Protection EVIP Grant**
HIS HONOR THE MAYOR requesting authorization to accept and expend fifteen thousand dollars (\$15,000) from the Massachusetts Department of Environmental Protection's EVIP Fleet Grant to be used towards the purchase of a 2016 Nissan Leaf to the City's electric vehicle fleet and the purchase and installation of a charging station for electric vehicles. [08/01/16 @ 12:49]

- #267-16** **Transfer of FY 2017 Homeless Transportation Grant Funds to the School Budget**
HIS HONOR THE MAYOR requesting authorization to appropriate and expend thirty-six thousand seventy-seven thousand dollars (\$36,077) from Fiscal Year 2017 revenue from State Homeless Transportation Grant Funds to reimburse the School Department for the Homeless Student Transportation State Reimbursement grant, which was sent as a

general fund unrestricted reimbursement in June 2016 from the state rather than an education grant. [08/01/16 @ 12:50]

- #266-16** **Acceptance of a survey and planning grant for an architectural survey**
HIS HONOR THE MAYOR requesting authorization to accept and expend twelve thousand five hundred dollars (\$12,500) from the Massachusetts Historical Commission's Fiscal year 2016 Survey and Planning Grant Program to support the work of the Newton Architectural Survey 1870 to 1915. [08/01/16 @ 12:50]

Referred to Zoning & Planning, Programs & Services and Finance Committees

- #256-16** **Request to extend notification area of notice for special permit petitions**
COUNCILORS COTE, NORTON, HARNEY, BLAZER, BROUSAL-GLASER, AND LEARY requesting an amendment to the City Council Rules, Article X; Section 6 – Additional Notification Requirements, to include that the area of notice for special permit petitions be expanded beyond the abutters to abutters within 300' required by Massachusetts General Law Chapter 40A to also include property owners within 600' of the subject property. This notification will apply to all classes of building except for residential 1 and 2-family units that will remain 1 or 2-family units after receiving a special permit. Only abutters to abutters within 300' will be entitled to the rights conferred by Massachusetts General Law Chapter 40A. [07/01/16 @2:09 PM]

Referred to Public Facilities and Finance Committees

- #257-16** **Delegation of quinquennial perambulation to the City Engineer and GIS Administrator**
CITY CLERK requesting that the City Council officially delegate the responsibility of Quinquennial Boundary Line Perambulation to the City Engineer and the City GIS Administrator as required by Massachusetts General Law Chapter 42, Section 2, which states that "the boundary markers of every town shall be located, the marks thereon renewed, and the year located marked upon the face thereof which bears the letter of the town locating its boundary, once every five years, by at least two of the selectmen of the town or by two substitutes designated by them in writing." [06/22/16 @ 11:35 AM]
- #173-16** **Interest charges on late payment of utility bills**
COUNCILOR SANGIOLO requesting creation of a policy or ordinance related to interest charges on late payments of utility bills to the City and proportional return of interest charges if or when the utility bill is abated. [04/27/16 @ 1:39 PM]
- #209-16** **Discussion of expenditures related to the Complete Streets Grant**
COUNCILOR FULLER requesting discussion regarding expenditures related to the Complete Streets grant with representatives of the Department of Public Works. [05/26/16 @ 1:11 PM]

Referred to Public Facilities and Finance Committees

#191-16 Funding to relocate the Zervas modulars to NSHS and Brown Middle School
HIS HONOR THE MAYOR requesting authorization to transfer the sum of five hundred thousand dollars (\$500,000) to the Public Buildings Department for the purpose of funding the relocation modular classrooms from the Zervas Elementary School to Newton South High School and Brown Middle School from the following accounts:

<u>Department</u>	<u>Account</u>	<u>Amount</u>
Executive Office	Full-time Salaries	\$40,000
Treasury	Debt Service (010772-582A48)	\$403,784
Treasury	Debt Service (010772-582A49)	\$21,216
Financial Info Systems	Full-time Salaries	\$35,000

Referred to Programs & Services, Public Facilities and Finance Committees

#175-16 Authorization to enter into a settlement agreement with National Grid.
HIS HONOR THE MAYOR requesting authorization for the City to enter into a settlement agreement with Boston Gas Company d/b/a National Grid. [04/25/16 @ 6:52 PM]
 [05/09/16 @ 4:59 PM]

#112-16 Appropriation of mitigation funds for pedestrian and traffic improvements
HIS HONOR THE MAYOR requesting authorization to appropriate and expend the following Mitigation Funds:

A. Village Café at 719 Washington Street	\$2,500
B. 258 Nevada Street at Linwood Street	\$1,500
C. Cherry Street at Washington Street	\$2,000
D. O’Hara’s Restaurant, Newton Highlands	\$2,500
E. Rox Diner Parking & Pedestrian Improvements	\$2,500
G. Canton Circle LLC, 714-724 Beacon Street	\$10,000

#40-16 Request to accept MGL 149 Sec 148C related to earned sick time for employees
COUNCILOR SANGIOLO requesting that City of Newton formally accept and/or take all necessary steps to accept Massachusetts General Law Chapter 149, Section 148C, in order to qualify full-time, part-time, seasonal, and temporary employees coverage under the earned sick time regulation, 940 CMR 33, as approved by the voters of Massachusetts in the 2014 Election as Ballot Question 4 – Earned Sick Time for Employees. [01/19/16 @ 2:35 PM]

#287-15 Submittal by the Mayor of the 5-Year Financial Forecast
HIS HONOR THE MAYOR submitting the FY 2017-FY 2021 5-Year Financial Forecast for Board of Aldermen review/acceptance. [10/01/15 @ 1:53 PM]

Referred to Public Facilities and Finance Committees

- #223-15** **Discussion on the process of licensing the use of city buildings**
ALD. LAREDO requesting a discussion of the process of licensing the current and future use of city building, including: (a) how licensees may request the use of city buildings; (b) the process for determining which licensees will get the use of city buildings; (c) how the fees for the use of city buildings are set; and (d) how the current process compares to the process for permitting the use of school buildings. [08/13/15 @ 11:20 AM]
- #190-15** **Discussion of a policy to record all meetings and post all meeting materials online**
ALD. SANGIOLO requesting a discussion with the Executive Department relative to creating a policy to require audio recordings of all meetings of boards and commissions and requiring them to be posted to the City's website, as well as posting of all documentation that is reviewed by boards and commissions and/or by their designated City staff member.

Referred to Zoning & Planning, Land Use and Finance Committees

- #104-15** **Qualification of affordable units developed at Comm Ave, Pearl St, and Eddy St**
ALD. JOHNSON, LAREDO, AND GENTILE requesting a report from the Planning Department re how many of the affordable units developed at Commonwealth Avenue, Pearl Street, and Eddy Street qualify for inclusion on the State's Subsidized Housing Inventory List; if a property is not on the list, what can be done to make it eligible. [04/09/15 @ 12:00 PM]
- #31-15(3)** **Discussion of Financial Impact of Leaf Blower Ban on Newton's Budget**
PROGRAMS & SERVICES COMMITTEE requesting a discussion of the financial impact of a seasonal leaf blower ban on the City's operating budget. [03/24/16 @1:41 PM]

Referred to Programs & Services and Finance Committees

- #31-15(4)** **Amend Chapter 20 Section 51 Civil Fine for Littering to Include Yard Waste**
PROGRAMS & SERVICES COMMITTEE requesting that the City of Newton Ordinances Chapter 20, Section 51, Depositing of Litter, be amended to include leaves, yard waste, and other similar material, and that civil fines be associated with violations of the section and added to Chapter 20, Section 21. [03/24/16 @1:41 PM]

Referred to Land Use and Finance Committees

- #49-14** **Implementation of technology to monitor compliance with special permits**
LAND USE COMMITTEE requesting discussion with the Chief Financial Officer and the Chief Information Officer regarding the critical need to implement technology which enables the development, management and use of shared, searchable, mobile-accessed (both read and write) database which contains parcel-based information that can be accessed by all city departments (including Planning, Inspectional Services (ISD),

Assessing, Engineering, Fire, Police, Health), the Board of Aldermen and the community. This technology must support the work of ISD and other departments in both the office and the field to more effectively and efficiently monitor and enforce compliance with approved special permits and other related Board Orders. [02/10/14 @ 6:47 PM]

#248-12 **Ordinance amendments to Article IV Purchases and Contracts**
RECODIFICATION COMMITTEE recommending that **ARTICLE IV. PURCHASES AND CONTRACTS, Secs. 2-182 through 2-205**, be amended to make it consistent with state law.

Respectfully submitted;

Leonard J. Gentile, Chair



SETTI D. WARREN
MAYOR

City of Newton, Massachusetts
Office of the Mayor

#265-16

Telephone
(617) 796-1100

Facsimile
(617) 796-1113

TDD/TTY
(617) 796-1089

E-mail
swarren@newtonma.gov

August 1, 2016

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

Ladies and Gentlemen:

I write to request that your Honorable Council docket for consideration a request to authorize the appropriation of \$208,000 from FY2017 Revenue and the transfer of \$32,850 from Acct # 0110772-582A51 Interest Payment – Newton North to Acct # 0110701-5316 Bond Sale Costs.

As you know the City has recently refunded the April 1, 2009 Bond Issue for a total savings of more than \$12.9 million. The \$208,218.78 in premium that was forced for issuance costs has been received by the City and can be used as a financing source for treasury's request for the issuance cost appropriation. Total costs of the refunding are \$240,850. The City will save approximately \$1.4 million in interest payments in FY17, therefore I request that the remaining \$32,850 be transferred from that savings.

Thank you for your consideration of this matter.

Sincerely,

Setti D. Warren
Mayor

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2016 AUG - 1 PM 12: 50
DAVID A. OLSON, CLERK
NEWTON, MA 02459





SETTI D. WARREN
MAYOR

City of Newton, Massachusetts
Office of the Mayor

#265-16

Telephone
(617) 796-1100

Facsimile
(617) 796-1113

TDD/TTY
(617) 796-1089

E-mail
swarren@newtonma.gov

August 9, 2016

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

Ladies and Gentlemen:

I write to request that your Honorable Council docket for consideration a request to amend Docket Item # 265-16 *Request for \$240,850 to fund bond sale costs* – by deleting the request to transfer the sum of \$32,850 from Interest Payment/Newton North, and replacing it with a request to find the entire cost of the bond sale with Fiscal Year 2017 Revenue.

The City actually received \$245,691 in Bond Sale Premium, therefore the entire bond sale cost can be covered by the FY2017 Revenue.

Thank you for your consideration of this matter.

Sincerely,

Setti D. Warren
Mayor

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Newton City Hall
2016 AUG -9 PM 2:57
David A. Olson, Clerk
Newton, MA 02459





SETTI D. WARREN
MAYOR

City of Newton, Massachusetts
Office of the Mayor

#269-16

Telephone
(617) 796-1100

Facsimile
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TDD/TTY
(617) 796-1089

E-mail
swarren@newtonma.gov

August 1, 2016

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

Ladies and Gentlemen:

I write to request that your Honorable Council docket for consideration a request to transfer the sum of \$800,000 from Acct # 0110498-5197 FY17 Budget Wage Reserve to fund the FY15 and FY16 retroactive payments of the recently negotiated contract with the Newton Patrolman's Association, as well as FY17 current year adjustments.

Thank you for your consideration of this matter.

Sincerely,

Setti D. Warren
Mayor

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Newton City Hall
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DAVID A. OLSON, CLERK
NEWTON, MA 02459



Shawna Sullivan

From: David A. Olson
Sent: Thursday, August 25, 2016 9:14 AM
To: Shawna Sullivan
Subject: FW: NPA Contract

From: Maureen Lemieux
Sent: Friday, August 12, 2016 5:36 PM
To: citycouncil
Cc: Setti D. Warren; David L. MacDonald; Dori F. Zaleznik; David A. Olson; Jeffrey A. Honig; John M. Daly
Subject: NPA Contract

To All,

As many of you realize the City and the Newton Police Association reached agreement on a new contract through FY18. Last Monday you had a docket item on your agenda requesting an \$800,000 transfer from FY17 Wage Reserve to the Police Department. Although we have not yet calculated the exact costs associated with this negotiation, because the Council is on its summer schedule, I thought it was most prudent to docket the transfer request.

We are still in the process of preparing a “clean” copy of the agreement, therefore, I have not yet provided it to you. However, Jonathan Dame of the Tab called me today and so I relayed the highlights of the agreement to him. I want to be sure that you have the same info.

We agreed to the following:

- A 1 year contract retro to fy15 and a 3 year contract that covers fy16-fy18
- Wage increases to the grid as follows: 1.5%, 2.0%, 3.5%, 3.5%
- We did not add any stipends
- We did agree to increases in detail pay by the following amts - \$5 for private details bringing that to \$50 per hour, and \$4 for City details bringing that to \$40 per hour.
- We agreed to change Longevity pay to a percentage of pay depending on # of years that officers have been employed by the City. Prior to this point it was a fixed amount based on # of years.
- Additionally, we agreed to language that discussed Comp Time – This is something that the City wanted to achieve, and something that we will be happy to discuss when we appear before you for the docket item.

If anyone has any specific questions please feel free to contact me. Otherwise, we are looking forward to discussing this agreement with each of the appropriate committees.

Thank you – and I hope you all enjoy your weekend,

Maureen



SETTI D. WARREN
MAYOR

City of Newton, Massachusetts
Office of the Mayor

#276-16

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Facsimile
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TDD/TTY
(617) 796-1089

E-mail
swarren@newtonma.gov

August 1, 2016

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

Ladies and Gentlemen:

I write to request that your Honorable Council docket for consideration a request to transfer the sum of \$100,000 from Acct # 0110498-5790 FY17 Budget Reserve to fund the cleanup of the 70 Crescent Street housing project site.

Thank you for your consideration of this matter.

Sincerely,

Setti D. Warren
Mayor

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DAVID A. OLSON, Clerk
Newton, MA 02459



**PUBLIC BUILDINGS DEPARTMENT**

Joshua R. Morse, Commissioner

Telephone (617) 796-1600

FAX (617) 796-1601

TTY: (617) 796-1089

52 ELLIOT STREET

NEWTON HIGHLANDS, MA 02461-1605

Setti D. Warren
Mayor

8/9/16

These are the Crescent Street site cleanup options as presented by our LSP.

Option 1 – Excavation

This option is contingent on the demolition of the current Garage building at the Site. Some of the higher concentrations of residual petroleum impacted soil is located underneath the building adjacent to the former UST locations, and initiating excavation prior to the building removal would likely require a second mobilization. Based on soil and groundwater data obtained during recent subsurface investigations, the excavation area would likely be approximately 100 feet by 60 feet, with an average thickness of impacted soil of 3 feet. This estimation indicates the need to excavate and stockpile up to 666 cubic yards of impacted soil for disposal. Disposal costs for 666 cubic yards of soil (approximately 1,000 tons) would likely cost approximately \$58,000. In order to remove clean overburden soil, prepare stockpiles, stockpile soil, manage stockpiles, etc., this job could extend beyond a week. A conservative estimate of construction costs (including backfill and compaction) could exceed \$50,000. Additionally, in order to access the impacted soil at the Site, it is anticipated that dewatering will be necessary. It is unknown how much impacted water would be generated during the necessary dewatering, but we would allow for the storage of up to 20,000 gallons of water in an on-Site fractionation tank. Disposal of 20,000 gallons of impacted water would cost in the neighborhood of \$20,000, or permitting and on-Site treatment would likely cost around \$11,000.

In order to maximize the effectiveness of this approach, and while the excavation is open, we would recommend the application of remedial additives (in-Situ chemical oxidation) prior to backfilling. The cost for chemicals would likely not exceed \$5,000. After excavation with ISCO treatment, groundwater sampling to test effectiveness of the excavation and treatment would begin approximately three months after excavation. After it has been determined that chemical oxidants are no longer present, then at least three favorable seasonal groundwater sampling rounds would be necessary in order to demonstrate compliance with DEP regulation in order to qualify for Site closure.

After excavation, it would be necessary to re-install groundwater monitoring wells at a cost of approximately \$5,000

Estimated Total \$124,000-\$133,000

Option 2 – In-Situ Chemical Oxidation (ISCO)

#276-16

This option may be initiated prior to, or without the need for building demolition. ISCO additives can be injected into the ground using a direct-push drilling rig, or may be mixed with water and injected into injection wells. It is anticipated that a program of ISCO would likely cost under \$50,000 for up to 2 injections.

After ISCO treatment, groundwater sampling to test effectiveness of the treatment would begin approximately three months after injection. After it has been determined that chemical oxidants are no longer present, then at least three favorable seasonal groundwater sampling rounds would be necessary in order to demonstrate compliance with DEP regulation in order to qualify for Site closure.

Additionally, with this approach it would be necessary to perform post-remedial soil sampling with a direct push drill rig. Approximate cost to perform this drilling including engineering labor and soil lab analysis would be \$8,000

Estimated Total \$58,000

Reporting Requirements and Groundwater Sampling costs

These costs will likely be very similar for both of the above options.

Within 120 days of obtaining knowledge of the release conditions at the Site (analytical data was received from the lab indicating a reporting requirement on April 18, 2016), a Release Notification Form will be prepared and submitted to DEP on the City's behalf, and a Release Abatement Measure (RAM) Plan will be submitted to DEP outlining the City's course of action. These activities will likely cost around \$3,000-\$4,000.

After the submittal of the initial RAM Plan, a RAM Status Report will be due to DEP within 120 days of the original Plan, and Status Reports will be required at 6 month intervals thereafter until closure. These plans will cost \$2,000-\$3,000 each. If the Site is not closed with DEP at the one-year anniversary of notification, then a Phase I – Initial Site Investigation Report will be due to DEP (Approx. \$3,000)

3-4 groundwater sampling rounds will be required after remediation in order to demonstrate compliance with DEP regulations prior to Site closure. Each groundwater sampling round would cost approximately \$4,000.

Once sufficient data has been collected in order to demonstrate compliance with DEP regulation, then a Permanent Solution Statement Report will be prepared for submittal to DEP to close the Site. Cost for this Report would be approximately \$5,000.

Estimated Total \$20,000-\$26,000

Based on the proposed project timeline time allows for the chemical injection approach. This will save the City approximately \$75,000.



Josh Morse
Commissioner of Public Buildings
Buildings Department
City of Newton

Crescent Street Cleanup Project

Chemical Injection Cleanup	\$58,000
LSP Services	\$26,000
Contingency	\$16,000
Total Project Budget	\$100,000



SETTI D. WARREN
MAYOR

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Facsimile
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E-mail
swarren@newtonma.gov

August 1, 2016

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

Ladies and Gentlemen:

I write to request that your Honorable Board docket for consideration a request to authorize the appropriation of the sum of \$125,000 and authorize a general obligation borrowing of an equal amount for the purpose of providing additional funding of the Aquinas Window/PCB Abatement Project. The need for additional funding is due to the acceleration of the Window and Certain Wall installation and the higher cost of removing the PCB contaminated soil.

Thank you for your consideration of this matter.

Sincerely,

Setti D. Warren
Mayor

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2016 AUG - 1 PM 12:49
DAVID A. OLSON, CMO
NEWTON, MA 02459



7/19/2016

	Funds Required	Spent/encumbered to date	
Aquinas Breakdown of Funds	17,747,800.00	17,350,000.00	
Purchase	15,350,000.00	15,350,000.00	
Fuel Adjustment to Sisters	13,952.56	13,952.56	
Taxes and Recording Fee	45,101.06	45,101.06	
Design/ CA Fee	236,482.63	236,482.63	*includes invoices for remainder of project
Pre-School Feasibility	20,000.00	15,000.00	
Construction	1,926,400.00	1,926,400.00	
5% Contingency	96,320.00	<u>0</u>	
	<u>59,543.75</u>	<u>160,863.75</u>	

Outstanding PCO's:

PCO #1	Abatement & replacement of additional PCB Caul	33,852.00	
PCO #2	Additional Metal panels & Louvres	16,679.00	
PCO #3	PCB Soil Removal/Replacement with loam & seed	75,768.00	est
PCO #4	Cutting out of Motar Joint for head flashing	5,769.00	
PCO #5	Control Joint Treatment	9,150.00	est
PCO #6	Additional crews to Excellerate for September Sch	71,864.00	est
PCO #7	Metal liner @ interior exposed insulated panels	9,875.00	est
PCO #8	Interior Metal covers at top of 2nd floor windows	3,834.00	
PCO #9	Cover head and sill holes where frame is cut out	9,500.00	est

Contingency for additional items

59,073.00
(125,000.00)

Additional Funding Required**125,000.00**



SETTI D. WARREN
MAYOR

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Office of the Mayor

#279-16

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(617) 796-1100

Facsimile
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TDD/TTY
(617) 796-1089

E-mail
swarren@newtonma.gov

RECEIVED
NEWTON CITY OFFICE
2016 AUG 30 PM 3:49
David A. Olson, Clerk
Newton, MA 02459

August 30, 2016

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

Ladies and Gentlemen:

I write to request that your Honorable Council amend *Docket Item # 279-16 requesting \$125,000 for additional funding for the Aquinas Window Project by replacing the sum of \$125,000 with the sum of \$300,000.*

During recent final soil testing the City found the presence of elevated Lead and Arsenic levels in the soil that has required DEP Notification and will result in the remediation of the soil in the area of the proposed Pre-K playground on the Walnut Park side of the building. Based on the testing, twelve (12) inches of soil will be removed, disposed of, and replaced. Details are provided in the attached letter from Josh Morse, Commissioner of Public Buildings.

Thank you for your consideration of this matter.

Sincerely,

Setti D. Warren
Mayor

1000 Commonwealth Avenue Newton, Massachusetts 02459

www.newtonma.gov



DEDICATED TO COMMUNITY EXCELLENCE

City of Newton



PUBLIC BUILDINGS DEPARTMENT

Josh Morse, Building Commissioner
Telephone (617) 796-1600
FAX (617) 796-1601
TTY: (617) 796-1608
52 ELLIOT STREET
NEWTON HIGHLANDS, MA 02461-1605

Setti D. Warren
Mayor

August 30, 2016

Mayor Setti D. Warren
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

RE: Summary of soil issues: Aquinas Window Project

Dear Mayor Warren:

The Public Buildings Department has recently found the presence of elevated Lead and Arsenic levels in the soil that has required DEP Notification and will result in the remediation of this soil in the area of the proposed playground on the Walnut Park side of the building. The soil sampling results were found during the required profiling of the PCB containing soil manifests as part of the original EPA/DEP mandated soil removal portion of the project within 3' of the exterior of the building.

On 12/14/15 we sampled the perimeter of the building, and elevated levels of PCB's and Asbestos were found. This was all that was tested for at the time, because it's what we needed in order to get a plan approved by the DEP.

On 8/9/16 we performed a full screening of the soils, which included testing for a very wide variety of organics, metals, and solid. This was the first time we had a sample with elevated arsenic levels.

On 8/22/16 after completing the soil removal around the perimeter of the building, additional tests showed low levels of arsenic within the acceptable limits. It was also at this time that the decision had been made to place the playground on the Walnut Park side of the building. This was directly adjacent to where we had high levels of arsenic, and we therefore felt it was in the best interest of the children to test the playground area to make sure it was safe. Those results came in later on 8/22/16, and showed elevated arsenic levels.

Today, 8/30/16 we received the test results for the playground area confirming that the contamination does not spread below one foot of depth.

Attached is a spreadsheet of the results of (6) six samples that show the Lead Level to be just at the reportable level of 200 mg/kg in one sample and below in the other five samples. The Arsenic levels in the six (6) samples have levels from between 23 mg/kg to 45 mg/kg, all above the reportable level being 20 mg/kg.

Based upon these preliminary results, an estimated 750 tons of soil at the site will require removal, disposal and replacement.

The City is required to complete a RAM Plan (Release Abatement Measures Plan) for the MA DEP for the proposed work and that plan is currently being prepared by our Licensed Site Professional (LSP), Lord Associates. They are in the process of preparing the submittal of this plan. The removal of the required soil is scheduled to begin on Thursday of this week and continue through next week.

Based upon the preliminary results, it is anticipated that the removal of the soil from the Playground Site will occur before school begins but could be stock piled in a secured area adjacent to the Jackson Road parking lot until it can be removed to a certified landfill.

Should you have any questions regarding the above, please feel free to contact my office.

Sincerely,

Josh Morse
Public Buildings Commissioner

cc: Maureen Lemieux, Chief Financial Officer
Alex Valcarce, Deputy Commissioner
Dori Zaleznik, Chief Admin Officer

Sample Results Summary with MCP /GW-3 Criteria.											
CLIENT SAMPLE ID	SAMPLING DATE	LAB SAMPLE ID	CAS Number	SI/G3-14	Units	SF-1	SF-2	SF-3	SF-4	SF-5	SF-6
						15-AUG-16 L1625528-01	15-AUG-16 L1625528-02	15-AUG-16 L1625528-03	15-AUG-16 L1625528-04	15-AUG-16 L1625528-05	15-AUG-16 L1625528-06
						Qual	Qual	Qual	Qual	Qual	Qual
General Chemistry											
MCP Total Metals											
Arsenic, Total	7440-38-2	20			mg/kg	45	32	35	28	23	24
Lead, Total	7439-92-1	200			mg/kg	200	120	120	120	89	110
MCP Polychlorinated Biphenyls											
Alpha Analytical Labs provides this custom reporting format as a convenience to our clients. As such, we cannot be held liable for errors or omissions associated with the regulatory standards listed above and/or the sample results highlighted by comparison with the standards (Effective as of June 20, 2014).											
Only compounds detected with reporting limits that exceed the corresponding regulatory standard in at least one sample are included on the summary sheets.											
Refer to the laboratory report in Adobe Acrobat (.PDF) format to check results or read any associated project narrative that may be present. In all cases, the signed, hardcopy Alpha Analytical Labs laboratory report is the official document for reporting laboratory results.											

Sample Results Summary with MCP /GW-3 Criteria.									
CLIENT SAMPLE ID									
SAMPLING DATE									
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Only compounds detected with reporting limits that exceed the corresponding regulatory standard in at least one sample are included on the summary sheets.									
Refer to the laboratory report in Adobe Acrobat (.PDF) format to check results or read any associated project narrative that may be present. In all cases, the signed, hardcopy Alpha Analytical Labs laboratory report is the official document for reporting laboratory results.									



SETTI D. WARREN
MAYOR

City of Newton, Massachusetts
Office of the Mayor

#274-16

Telephone
(617) 796-1100

Facsimile
(617) 796-1113

TDD/TTY
(617) 796-1089

E-mail
swarren@newtonma.gov

August 1, 2016

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

Ladies and Gentlemen:

I write to request that your Honorable Board docket for consideration a request to authorize the appropriation of the sum of \$250,000 and authorize a general obligation borrowing of an equal amount for the purchase of a new 2016 Gradall truck.

Thank you for your consideration of this matter.

Sincerely,

Setti D. Warren
Mayor

RECEIVED
NEWTON CITY HALL
2016 AUG - 1 PM 12: 50
David A. Olson, Clerk
Newton, MA 02459





MUNICIPAL AND CONTRACTORS' EQUIPMENT

200 Merrimac St
Woburn MA 01801

PROPOSAL

Tel. (781) 935 1919
Fax. (781) 937 9809

To:

City of Newton
Public Works Department
110 Crafts St
Newton, MA 02460
ATT: Ron Mahan Equipment Maintenance Supervisor

July 18, 2016

C. N. Wood is pleased to offer the following proposal through the NJPA national procurement contract for your consideration.

1 New 2016 GRADALL Discovery D152 4x2 crossover hydraulic excavator mounted on Freightliner chassis with Cummins 220hp liquid cooled engine, 12 volt electrical system, fuel tank capacity 100 gal, DEF tank capacity 13 gal, ditching bucket, excavating bucket, load sensing piston pump, LED work light package, 8 LED flashers on all corners, LED beacon light with limb guard, air conditioner, am/fm stereo radio, front axle 12,000 lb rating, rear axle 23,000 lb rating, gross vehicle axle weight 33,000 lb, printed set of parts, service and operators manuals, 1 year standard warranty and all other standard equipment.

SELLING PRICE \$241,597.00

OPTION

Manual coupler mounted on boom with 2 sets of female coupler blanks mounted on ditching bucket and excavating bucket \$8,400.00

TOTAL SELLING PRICE \$249,997.00

C. N. Wood Co, Inc. is looking forward to providing the City of Newton with the GRADALL premium products and first class service. Please do not hesitate to contact me if you have any questions or need further information.

Thank you for considering C. N. Wood for your equipment needs.

Best Regards,
Stephen M. Russell
Sales Representative

No warranties are made other than those extended by the manufacturer of the equipment, and in the event of alleged breach of warranty, expressed or implied, the liability of C. N. Wood Co., Inc., shall be limited to the liability of the manufacturer to it, and shall be subject to all limitations and conditions imposed by the manufacturer.

Seller shall not be liable for any default or delay in delivery, as a result of shipping delays, strikes, fires, lockouts, or inability to procure materials.

RECEIVED
NEWTON CITY
2016 AUG -9 PM 1:23
DAVID A. OLSON, CNE
Newton, MA 02459



SETTI D. WARREN
MAYOR

City of Newton, Massachusetts
Office of the Mayor

#277-16

Telephone
(617) 796-1100

Facsimile
(617) 796-1113

TDD/TTY
(617) 796-1089

E-mail
swarren@newtonma.gov

August 1, 2016

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

Ladies and Gentlemen:

I write to request that your Honorable Board docket for consideration a request to authorize the appropriation of the sum of \$530,000 and authorize a general obligation borrowing of an equal amount for the construction and installation of traffic signal upgrades at the intersection of Washington Street and Harvard Street.

Within the past year or so, there have been two motor vehicle/pedestrian accidents. The intersection meets the traffic warrants, and requires a fully attenuated traffic signal.

Thank you for your consideration of this matter.

Sincerely,

Setti D. Warren
Mayor

RECEIVED
Newton City Hall
2016 AUG - 1 PM 12:50
David A. Olson, Clerk
Newton, MA 02459



AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
IN CONNECTION WITH
WASHINGTON STREET AT HARVARD STREET INTERSECTION IMPROVEMENTS

This Agreement made this _____ day of _____ 2016, by and between the City of Newton, Massachusetts, a municipal corporation existing under the laws of the Commonwealth of Massachusetts, acting through its Commissioner of Public Works, but without personal liability to him, with a business address at 1000 Commonwealth Avenue, Newton, Massachusetts 02459 (hereinafter "CITY") and Environmental Partners Group, Inc., 1900 Crown Colony Drive, Suite 402, Quincy, MA 02169, and registered to do business in Massachusetts (hereinafter the "CONSULTANT").

WHEREAS, the CITY needs certain professional traffic engineering services in connection with improvements at the Washington Street at Harvard Street intersection in Newton, and the CONSULTANT is willing to provide such services in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the covenants contained herein, the parties agree as follows:

1. SCOPE OF SERVICES

The CONSULTANT agrees to perform professional traffic engineering services as described in the scope of services proposal attached as Exhibit A and made a part hereof. All such professional services shall be carried out in a manner and quality which meets or exceeds the standards of CONSULTANT'S profession, as well as to the satisfaction of CITY.

2. SCHEDULE

The CONSULTANT shall complete all services set forth in Exhibit A on or before December 31, 2016; provided however that the CONSULTANT shall not be responsible for any delays caused by others or beyond its reasonable control.

3. PAYMENT AND PAYMENT PROCEDURES

The CITY shall pay CONSULTANT an amount not to exceed \$28,900.00 ("Contract Amount") for performance of Phase 1 (Preliminary Design) and Phase 2 (Final Design & Bid Document Preparation) services, as authorized by the CITY. (The scope and fee for the follow-on services identified as Phase 3– Bid and Construction Phase Services will be negotiated with the City following completion of Phases 1 and 2 as an Amendment to this contract.) Payment shall be made monthly as charges accrue on a lump sum basis. Payment of the above sum shall constitute full and complete compensation for the services hereunder. There shall be no reimbursement for out-of-pocket or other expenses incurred by the CONSULTANT in connection with the performance of the services, except for such expenses specifically set forth in Exhibit A as reimbursable. Any services or expenses which, if performed, would exceed the Contract Amount must first be approved in writing by CITY as a written amendment to this Agreement before being undertaken by CONSULTANT.

Payments shall be made upon CITY'S approval of monthly invoices submitted by the CONSULTANT within thirty (30) days of such approval, which approval shall not be unreasonably withheld or delayed. For invoices submitted by the fifteenth day of any month and approved, the CITY shall make payment the fifteenth day of the following month. For invoices submitted by the thirtieth day of any month and approved, the CITY

shall make payment the thirtieth day of the following month. Therefore, the parties have no reason to believe that payment shall take more than 45 days from the CITY'S receipt of an invoice.

4. TERM OF AGREEMENT

The term of this Agreement shall run from the date of the final execution hereof to the completion of the services required, but in no event beyond December 31, 2016, except in the event of delays beyond reasonable control of CONSULTANT.

5. TERMINATION FOR CAUSE

If, for any cause and through no fault of the CITY, the CONSULTANT fails to fulfill in a timely manner its obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement, the CITY shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination and specifying the effective date of such termination. Such notice shall be given not less than seven (7) days prior to the effective date of termination. In the event of termination, all finished or unfinished documents, data, studies, reports or other material prepared by the CONSULTANT under this Agreement shall, at the option of the CITY, become its property, and the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials through and including the date of termination.

6. TERMINATION FOR CONVENIENCE

The CITY may terminate this Agreement at any time by giving written notice to the CONSULTANT of such termination. Such notice shall be given not less than seven (7) days prior to the effective date of termination. In the event of termination for convenience, all finished or unfinished documents and other materials as described in Articles 5 and 9 herein, shall, at the option of the CITY, become its property. If the Agreement is terminated for the convenience of the CITY, the CONSULTANT shall be entitled to payment for services completed. Such compensation shall be pro rata and shall be based on the percentage of services actually performed, less payments already made for such services whichever is greater.

7. INSURANCE

7.1 Comprehensive Liability Insurance

The CONSULTANT shall secure and maintain, for the duration of this Agreement, including any supplements thereto, the following Comprehensive Liability Insurance policy or policies at no cost to the CITY. With respect to the operations the CONSULTANT performs, the CONSULTANT shall carry Comprehensive General Liability Insurance providing for a combined single limit of One Million Dollars (\$1,000,000) for bodily injury, death, and property damage. The City of Newton shall be named as an additional insured party on the Comprehensive General Liability policy and shall be a certificate holder on all policies such that the CITY shall be notified no less than ten (10) days prior to the date of cancellation or expiration of such policy(ies).

7.2 Automobile Liability Insurance

The CONSULTANT shall secure and maintain, for the duration of this Agreement, including any supplements thereto, Automobile Liability Insurance covering the operation of all motor vehicles, including those hired or borrowed, used by the CONSULTANT in connection with this Agreement, in the following amount:

7.2.1 Not less than One Million Dollars (\$1,000,000) combined single limit for all damages arising out of bodily injuries to or death of persons and all damages arising out of injury to or destruction of property in any one accident or occurrence.

7.2.2 Not less than One Hundred Thousand Dollars (\$100,000) for all damages arising out of injury to or destruction of property in any one accident or occurrence.

7.3 Umbrella Liability Insurance

In addition to the abovementioned coverage, the CONSULTANT shall carry a minimum of One Million Dollar (\$1,000,000) umbrella liability policy for the duration of the Agreement.

7.4 Professional Services Liability Insurance

The CONSULTANT shall secure, at his own expense, a Professional Services Liability Insurance policy for errors and omissions in the amount of One Million Dollars (\$1,000,000) and maintain same for the duration of this Agreement.

7.5 Worker's Compensation Insurance

The CONSULTANT shall secure and maintain, for the duration of this Agreement, including any supplements thereto, Worker's Compensation Insurance policy in amounts required by law at no cost to the CITY.

8. INDEMNIFICATION

The CONSULTANT shall indemnify, defend and hold harmless the CITY and its officers, employees, servants, and agents from and against all actions, causes of action, claims, demands, damages, costs, losses of services, expenses and compensation, including attorneys' fees and interest, arising out of the performance of the services rendered pursuant to this Agreement provided that any such action, cause of action, claim, demand, damages, cost, loss of service, expense, compensation is caused by the negligent acts, errors or omissions of the CONSULTANT, any of the CONSULTANT'S subcontractors or subconsultants, anyone directly or indirectly employed by any of them or anyone for whose acts the CONSULTANT may be liable, regardless of whether or not caused in part by a party indemnified hereunder.

9. OWNERSHIP AND USE OF DOCUMENTS

All documents, reports, drawings, designs, specifications, notes and other work developed in the performance of this Agreement (hereinafter called "DOCUMENTS") prepared under this Agreement shall be the property of the CITY and at the termination of the CONSULTANT'S services, shall be promptly turned over to the CITY.

The CITY shall have unlimited rights, for the benefit of the CITY, in the DOCUMENTS, including the right to use the same to complete or renovate the Project for which they were prepared by the CONSULTANT without additional cost to the CITY; and with respect thereto, the CONSULTANT agrees and hereby grants to the CITY an irrevocable royalty-free license to all such data which may be covered by the CONSULTANT'S copyright and to all designs as to which the CONSULTANT may assert any rights or establish any claims under any patent or copyright laws. The CONSULTANT shall not be responsible for changes made in the DOCUMENTS without the CONSULTANT'S authorization, nor the CITY'S use of the DOCUMENTS if such use does not involve the services of the CONSULTANT pursuant to this Agreement.

10. CHANGES IN WORK

The CITY, from time to time, may require changes or extensions in the Scope of Services to be performed hereunder. Such changes or extensions, including any increase or decrease in the amount of compensation, to be mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated into written amendments to this AGREEMENT.

11. RELATIONSHIP OF THE PARTIES

The CONSULTANT shall be an independent contractor to the CITY. Neither party shall be deemed to be the legal representative of the other. Each party agrees to assume complete responsibility for its own employees with regard to federal or state employer's liability, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements, as applicable, and other federal, state or local laws.

12. PERSONNEL/SUBCONTRACTING

The CONSULTANT represents that it has secured at its own expense, all personnel required for the performance of the services under this AGREEMENT. No other part of the work or services covered by the AGREEMENT, except services relating to document reproduction and other minor out-of-pocket expenses, shall be subcontracted without the prior written approval of the CITY.

13. NONDISCRIMINATION

The CONSULTANT agrees and warrants that in the performance of this Agreement it will not discriminate against any person or group of persons on the grounds of religious creed, ancestry, national origin, sex, disability, sexual orientation, age, race, color, gender identity and expression, veteran's and active military status, genetic information or any other category protected by federal, state or local law.

14. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. The CITY recognizes the CONSULTANT as the sole contractor performing the services required under this Agreement. Sub-contracting or assignment of any of the work required under this Agreement is expressly prohibited without the prior written consent of the CITY.

15. INTEREST OF CONSULTANT

The CONSULTANT covenants that it has neither presently, nor during the period of this Agreement, will have any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement, not shall any person having any such interest be employed by the CONSULTANT to perform the work called for in this Agreement.

16. COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all applicable laws, ordinances, or codes of the state or local government, in performing any of the work called for under this Agreement.

17. SEVERABILITY

If any of the provisions of this Agreement are declared to be invalid, such provisions shall be severed from this Agreement and the other provisions hereof shall remain in full force and effect.

18. GOVERNING LAW

The Parties hereby agree that this Agreement has been executed and delivered in the Commonwealth of Massachusetts and shall be construed, enforced and governed by the laws thereof.

19. ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the Parties and, except as otherwise provided, this Agreement may not be amended, modified or terminated, except by a written instrument signed by each Party to this Agreement.

20. PRECEDENCE

The terms set out in this Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal (including the provisions of Exhibit A), contract, purchase order, requisition, notice to proceed, or like document regarding the CONSULTANT'S services.

21. NOTICES

Any notice required under this Agreement to be given by the CITY to the CONSULTANT, or by the CONSULTANT to the CITY shall be deemed to have been so given, whether or not received, if mailed by prepaid postage by, respectively, the CITY to the CONSULTANT at 1900 Crown Colony Drive, Suite 402, Quincy, MA 02169, or the CONSULTANT to the CITY at, City of Newton Department of Public Works, 1000 Commonwealth Avenue, Newton MA. 02459.

22. RELEASE AND DISCHARGE

The acceptance by the CONSULTANT of the last payment for services paid under the provisions of this AGREEMENT and/or in the event of termination of this AGREEMENT, shall in each instance operate as and be a release to the CITY and every member and agent thereof, from all claims and liability to the CONSULTANT for everything done or furnished for or relating to the work, or for any act or neglect of the CITY or any person relating

ATTESTATION

Pursuant to M.G.L. c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersigned's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

____ Environmental Partners Group, Inc.____

____08-3378308____

**Signature of Individual
or Corporate Contractor (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____

Date: _____

Corporate Officer
(Mandatory, if applicable)

* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

*** Your social security number will 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 agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of:

Environmental Partners Group, Inc. corporation; and that
 (insert *name of corporation*)

2. Paul Gabriel is the duly elected
 (insert *name of officer who signed contract*)

President of said corporation; and that
 (insert *title of officer*)

3. on 12-6-05 at a duly authorized meeting of the Board of
 (insert *date of meeting*)*

Directors of said corporation, at which all the Directors were present or waived notice, it was voted that

Paul Gabriel, President of this corporation
(insert *name and title of officer*) (NOTE: Should be same as No. 2 above)

be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that

4. The above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

ATTEST: _____
(Signature of Clerk or Secretary)

Name: Paul Gabriel
(Please print or type name of Clerk/Secretary)

DATE: _____
(insert *date Certificate signed by Clerk or Secretary*)**

*This date must be *on or before* the date that the corporate officer signs the contract.

**This date must be *on or after* the date that the corporate officer signs the contract

EXHIBIT A

PROFESSIONAL TRAFFIC ENGINEERING SERVICES

I. SCOPE OF SERVICES

Environmental Partners Group, Inc. will provide the following professional engineering services in connection with the design of intersection improvements at the Washington Street at Harvard Street intersection in the City of Newton. The project will consist of the design of traffic signalization, updated wheelchair ramps and an additional bump-out along the northern side of Washington Street (at the crosswalk).

The project will proceed in a phased approach starting with a Preliminary Design phase that will illustrate proposed improvements including a preliminary construction cost estimate. The preliminary design will be presented to the City for review and comment. Based on the results of the Preliminary Design the project will proceed to Final Design including the preparation of contract bid documents.

In order to meet these objectives we propose the following Scope of Services:

A. Phase 1 – Preliminary Design*1. General*

The work includes the following tasks:

- Topographic survey and base plan preparation;
- Design of ADA/AAB compliant sidewalk;

2. Topographic Survey and Base Plan Review

- a. A limited topographic survey will be performed to generate a base plan suitable to design the proposed features identified herein. The base plan will be prepared in AutoCAD format and include the approximate right-of-way and all pertinent physical features from back of sidewalk to back of sidewalk. Limits will extend 100 feet down each of the three legs of the intersection. It is anticipated that the proposed power source for the traffic signals is located within these survey limits.
- b. The survey shall include a detailed and accurate Triangulated Irregular Network (TIN) model, compatible with Civil 3D - including border polyline and fault data for all topographic information. Elevations will be provided including at the centerline and roadway edge lines. Police details will be provided by the City as needed without cost to Environmental Partners.
- c. All visible existing utilities within the right of way will be shown. Utility information provided by the responsible utility owner will be included on the base plans including pipe sizes and outlet pipes. It is anticipated that alterations for proper drainage will not be required and therefore invert elevations will not be collected.

3. *Design*

- a. Environmental Partners shall prepare the standard preliminary (50%) design for a traffic signal installation project based on sound engineered design and standards, ADA regulations and recommendations from the City regarding specific project criteria. The Preliminary Design will include a conceptual layout of traffic signalization, ADA compliant wheelchair ramps and an additional bumpout along the northern side of Washington Street. It is anticipated that existing conduit for the existing Rectangular Rapid Flashing Beacons (RRFB) will be reused for the proposed signalization crossing Washington Street and Harvard Street and the conduit will be located by the City for incorporation into the design. Drainage alterations or substantial roadway reconstruction are not anticipated. Sidewalk reconstruction will be limited to the immediate intersection due to anticipated impacts caused by proposed signal equipment installation.
- b. The Preliminary Design shall include a preliminary construction cost estimate including pay items in MassDOT format. This Scope of Services assumes that the project will be reviewed by the City; a review by MassDOT is not anticipated.
- c. It is understood that all information that the City has available relative to the project (i.e., existing plans, GIS mapping data, traffic data information, accident data, local traffic ordinance and bylaws, etc.) will be provided to Environmental Partners at no cost so that they may properly review the work.

4. *Meetings*

- a. One (1) project coordination meeting with the City and the project team is anticipated during Phase 1.
- b. This Scope of Services assumes that Environmental Partners will attend one (1) public meeting to represent the improvements to the public and solicit input for the design.

B. Phase 2 –Final Design and Bid Document Preparation

1. *General*

- a. Environmental Partners will address review comments provided by representatives of the City as well as identified during team and/or public meetings and will advance the Preliminary Design to Final Design. Bid documents will be prepared adequate for bidding purposes including plans, specifications and estimate.

2. *Bid Document Preparation*

- a. Environmental Partners will prepare supplementary specifications to the Massachusetts Department of Transportation “Standard Specifications for Highways and Bridges” (latest edition) in the form of Special Provisions which shall incorporate relevant sections of the City’s standard specifications where applicable. This work includes the preparation of the bid tabulation and technical specification sections of the contract bid documents. Standard bidding requirements, general conditions, agreement or other information associated with procurement requirements and procedures will be provided by the City.

- b. Environmental Partners will provide a final construction cost estimate. The final construction cost estimate will include the quantity, unit price and estimated cost of all pay items. The estimate will be based on prevailing prices established by MassDOT and recently advertised and awarded projects completed by the City and Environmental Partners. A bid tab will be prepared and included in the Measurement and Payment section of the bid document providing the quantity for each bid item.
- c. It is anticipated that the mast arm foundation designs will be based on MassDOT standard details. Soil material type will be assumed for purposes of preparing the bid document. Prior to construction, borings will be performed by the Contractor to verify soil materials. Changes between assumed soil conditions and boring soil results will be addressed using the standard pay item "Footing Cost Adjustment". The cost for Environmental Partners to perform soil borings or design mast arm foundations or structures is not included.
- d. Final Design plans will be prepared. Plans will include:
 - Cover Sheet
 - General Notes & Pavement Notes
 - Construction Details
 - Construction Plan showing Curb Tie and Grading (as needed)
 - Traffic Signal, Sign Plan and Sign Summary
 - Traffic Signal Timing and Phasing Plan
 - Traffic Management.
- e. The bid package will be submitted to the City for review and comment upon completion. A response to comments will be provided and changes implemented as necessary into the submission of bid documents including plans, specifications, and estimates (PS&E).

3. *Right-of-Way*

- a. The proposed construction is anticipated to take place within the right-of-way which is assumed to be along the back of sidewalk. The need for permanent or temporary easements, land acquisitions, or rights-of-entry is not anticipated and such services have not been included in the budget. Locating right-of-way is not anticipated.

4. *Meetings*

- a. This Scope of Services assumes that attendance at one (1) project coordination meeting and/or public information meeting for Phase 2 will be required.

C. Phase 3 - Bid and Construction Phase Services

1. *General*

- a. This Scope of Services assumes that the City will administer the construction of this

project.

2. *Bid Phase Services*

- a. Environmental Partners shall assist the City in advertising for and obtaining bids for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and attend pre-bid conferences for the contract. Environmental Partners shall issue Addenda as appropriate to clarify, correct or change the Bidding Documents.
- b. Environmental Partners shall consult with the City as to the acceptability of subcontractors, suppliers and other persons and entities proposed by the Contractor for those portions of the work as to which such acceptability is required by the Bidding Documents.
- c. Environmental Partners shall attend the bid opening, prepare bid tabulation sheets and assist the City in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

3. Construction Phase Services

- a. Environmental Partners will provide construction administration services including attendance to preconstruction conferences, review and approval of shop drawings, review of payment requisitions, consultation and office services, site visits, inspections, meetings, final inspection or other related work, as requested by the City in connection with this project. All services provided by Environmental Partners shall be as directed by the City.

II MINIMUM REQUIREMENTS FOR ENGINEERING CONSULTING FIRM AND STAFF

- A. The Consultant must have been in the business of traffic engineering and consulting on related matters for five (5) years, and employ at least three (3) professional staff persons.
- B. The Consultant must have provided services similar to those being requested, to at least three of the following during the past three years, the Commonwealth of Massachusetts, Massachusetts municipalities, counties, districts, or local authorities.
- C. The Consultant must assign a principal engineer to the City from among its senior staff. This individual must be a Registered Professional Engineer in the Commonwealth of Massachusetts. Each professional staff member assigned to the City must be a member of the Instituted of Transportation Engineers.
- D. The Consultant must maintain an office with facilities suitable for conference and the following minimum equipment:
 - 2 telephone lines
 - Facsimile machine
 - Plain paper copier
 - Computer and/or word processor

Geographic Information System (GIS) Capability

III ADDITIONAL REQUIREMENTS

The Consultant and its staff shall meet, or will meet, the following Additional Requirements.

- A. The staff assigned to serve the City shall have expertise in traffic signal timing and design, intersection and highway design, off-street parking and traffic accident analysis. The staff must have experience with preparing traffic calming studies, parking and transportation studies, conceptual and final designs for street traffic engineering improvements, reviewing consultant reports and consultant or State designs for improvements. The staff must also have experience in preparing reports with necessary sketches, diagrams, designs, and graphics.
- B. The staff assigned to serve the City must have knowledge of the regional highway in and around Newton, of commuter rail and MBTA bus operations, and of pavement management programs and pavement design, as well as public utilities (street lighting).
- C. The staff assigned to serve the City must have an understanding of city community, social and economic impacts of traffic pattern changes, have a good sense of city wide community relations, and work well with groups of city officials, citizens and business persons.
- D. The staff assigned to serve the City must be available on short notice to respond to specific requests and for meeting with City officials days or nights as required, and must be experienced in offering court testimony and oral presentations to boards, commissions, and public meetings.
- E. The staff assigned to serve the City should be familiar with the Manual on Uniform Traffic Control Devices (latest edition), Chapter 90 of the Massachusetts General Laws, and any other relevant laws and regulations of the Commonwealth, and City of Newton ordinance.

CITY OF NEWTON
PRICE PROPOSAL FORM

PROJECT TITLE: PROFESSIONAL ENGINEERING SERVICES IN CONNECTION WITH WASHINGTON STREET AT HARVARD STREET INTERSECTION IMPROVEMENTS

NAME AND ADDRESS OF FIRM: Environmental Partners Group, Inc.
1900 Crown Colony Drive, Suite 402
Quincy, MA 02169

Phase 1 (Preliminary Design) and Phase 2 (Final Design & Bid Document Preparation)

\$28,900.00 (lump sum)

City of Newton, Massachusetts
Washington Street at Harvard Street Intersection Improvements
Conceptual Construction Cost Estimate

References:

- Unit Prices: based on MassDOT Average Weighted Unit Prices (Statewide and District 6) and unit prices from limited local projects. **(Verification by the City is recommended.)**

Assumptions:

- Project Length = 100' along Washington
- Milling and Overlay with 2" HMA, Retain existing cross slope
- Sawcut existing pavement and sidewalk limit for bumpout installation
- Full depth sidewalk reconstruction with proposed bumpout at the northern side sidewalk
- Full depth sidewalk/WCR reconstruction with retain existing geometry at the southwest corner sidewalk
- Full depth sidewalk/WCR reconstruction with extending bumpout to easterly direction at the southeast corner sidewalk for new wheelchair ramp crossing Washington Street
- Average of 12" sawcut at existing edge of pavement for curb installation
- New Granite Curbing at the northern sidewalk
- Removed and stack existing RRFB sign and mast arm (2)
- Contractor responsible for performing boring for mast arm and foundation design (1 day of boring)
- Proposed full traffic signal at project location
- Anticipated power source within 100 feet (use power source from the existing street light within project limit)

Item #	Item Description	Unit Price	Unit	Concept	
				QTY	Total
120.1	Earth Excavation	\$40.00	CY	160	\$6,400.00
151	Gravel Borrow	\$35.00	CY	90	\$3,150.00
415	Paving Milling	\$5.00	SY	5570	\$27,850.00
455.23	Hot Mix Asphalt	\$123.00	TON	70	\$8,610.00
170	Fine Grading and Compacting	\$4.00	SY	300	\$1,200.00
472	Hot Mix Asphalt for Miscellaneous Work	\$200.00	TON	19	\$3,800.00
482.3	Sawing Asphalt Pavement	\$4.00	LF	450	\$1,800.00
701	Cement Concrete Sidewalks	\$50.00	TON	260	\$13,000.00
504	New Vertical Granite Curbing - Type V4	\$44.00	LF	240	\$10,560.00
580	R&R Vertical Granite Curbing	\$27.50	LF	80	\$2,200.00
701.2	Concrete Wheelchair Ramp	\$60.00	SY	380	\$22,800.00
816	Traffic Control Signal	\$250,000.00	LS	1	\$250,000.00
815.98	Footing Cost Adjustment	\$13.50	FT	20	\$270.00
	Signs and Pavement Markings	\$2,000.00	LS	1	\$2,000.00
	Traffic Management	\$3,000.00	LS	1	\$3,000.00
	Police Details (1 month of Construction)	\$55.00	HR	160	\$8,800.00
	Borings for Mast Arm	\$5,000.00	LS	1	\$5,000.00
	Total Construction Subtotal				\$370,440.00
	* Contingency (20%)				\$74,088.00
	Total Construction Cost				\$444,528.00
	SAY				\$445,000.00

MassDOT District 6	MassDOT State
\$47.50	\$40.00
\$35.0	\$35.0
\$7.3	\$5.0
\$123.0	\$95.0
\$11.0	\$4.0
\$200.0	\$212.5
\$3.0	\$6.0
\$42.0	\$70.0
\$44.0	\$38.0
\$27.5	\$20.0
\$45.0	\$70.0
\$13.5	\$13.5



SETTI D. WARREN
MAYOR

City of Newton, Massachusetts
Office of the Mayor

#278-16

Telephone
(617) 796-1100

Facsimile
(617) 796-1113

TDD/TTY
(617) 796-1089

E-mail
swarren@newtonma.gov

August 1, 2016

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

Ladies and Gentlemen:

I write to request that your Honorable Council docket for consideration a request to authorize the appropriation and expenditure of \$200,000 from the Stormwater Management Fund Reserve for the purpose of designing a section of the Laundry Brook Culvert adjacent to the Cabot Elementary School.

Thank you for your consideration of this matter.

Sincerely,

Setti D. Warren
Mayor

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Newton City Hall
2016 AUG - 1 PM 12:49
DAVID A. GISSON, CLERK
NEWTON, MA 02459

1000 Commonwealth Avenue Newton, Massachusetts 02459

www.newtonma.gov



DEDICATED TO COMMUNITY EXCELLENCE

City of Newton



DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER
1000 Commonwealth Avenue
Newton Centre, MA 02459-1449

Setti D. Warren
Mayor

May 27th, 2016

RECEIVED
NEWTON, MASS.
2016 AUG -9 PM 3:20
David A. Olson, OMC
Newton, MA 02459

To: Maureen Lemieux, Chief of Staff and Chief Financial Officer
From: Jim McGonagle, Commissioner of Public Works
Subject: Docket Request for the authorization of funding for the design of
The Laundry Brook Culvert adjacent to Cabot School.

I respectfully request a docket item be submitted for the authorization to reallocate \$220,000.00 from account number 37SW401A1-586004 (Dedham Street drainage Improvements) into an account for an Engineering Services Agreement for the Design to replace a section of the Laundry Brook Culvert adjacent to Cabot School.

Replacement of 320 LF of 5'X10' Laundry Brook Culvert:

Because of the proposed rehabilitation of the Cabot School in 2017, the Utilities Division in conjunction with Weston & Sampson Engineers investigated a section of Laundry Brook culvert adjacent to the school. The culvert has severe concrete deterioration between the walls and floor of the culvert and in some areas is completely removed. It is our recommendation that approximately 320 LF (linear feet) of the culvert will need to be replaced prior to the rehabilitation of the Cabot School. The reallocation of \$220,000 will be used to design, produce plans and specifications for construction beginning July 2017.

Cc: Shane Mark, Director of Operations
Louis M. Taverna, City Engineer
Rob Symanski DPW Business Manager
Ted Jerdee Director of Utilities

Jim McGonagle
Commissioner

Telephone: (617) 796-1009 • Fax: (617) 796-1050 • jmcgonagle@newtonma.gov



SETTI D. WARREN
MAYOR

City of Newton, Massachusetts
Office of the Mayor

#280-16

Telephone
(617) 796-1100

Facsimile
(617) 796-1113

TDD/TTY
(617) 796-1089

E-mail
swarren@newtonma.gov

August 1, 2016

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

Ladies and Gentlemen:

I write to request that your Honorable Board docket for consideration a request to authorize the appropriation of the sum of \$165,000 and authorize a general obligation borrowing of an equal amount for the purpose of providing additional funding for the Elliot Street Bridge Project.

As you will see in the attached additional funding is required for design items for the historic bridge fascia (as requested by the Newton Historic Commission), engineering services during construction, and the relocation of utility poles and cables at the bridge.

Thank you for your consideration of this matter.

Sincerely,

Setti D. Warren
Mayor

RECEIVED
Newton City Hall
2016 AUG - 1 PM 12: 50
David A. Olson, CMC
Newton, MA 02459

1000 Commonwealth Avenue Newton, Massachusetts 02459

www.newtonma.gov



DEDICATED TO COMMUNITY EXCELLENCE

City of Newton



DEPARTMENT OF PUBLIC WORKS

OFFICE OF THE COMMISSIONER

1000 Commonwealth Avenue
Newton Centre, MA 02459-1449

Setti D. Warren
Mayor

July 18, 2016

To: Maureen Lemieux, Chief of Staff, and Chief Financial Officer

From: James McGonagle, Commissioner
Louis M. Taverna, P.E., City Engineer

Subject: Request for Docket Item for Project funds
Engineering Services During Construction for the Elliot Street Bridge
Rehabilitation Project,
Contract L-6112, Amendment 1, BETA Group, Inc.

I request a total of \$165,165.89 for engineering services during construction for the Elliot Street Bridge rehabilitation project.

Brief Description of the Project: BETA Group is performing engineering services during construction for the Elliot St bridge rehabilitation project over the Charles River. Their current design fee is \$278,438.35, which has all been expended. Since ownership of the bridge is shared equally between Newton and Needham, Newton is cost sharing the engineering services for the bridge construction with Needham. Each community will contract separately and directly with BETA Group, Inc. for the engineering services.

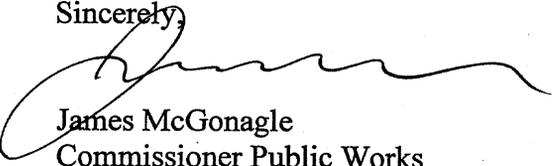
We require a total of \$152,050.00 in funds for contract amendment 1. This includes additional design items for the historic bridge fascia (as requested by the Newton Historic Commission) for \$39,150.00, and engineering services during construction for \$112,900.00.

We also require a total of \$13,115.89 for a purchase order to Verizon, for the relocation of utility poles and cables at the bridge, which are in the way of the construction.

The project is on schedule.

Please docket this request (165,165.89) with the Honorable City Council for their consideration.

Sincerely,



James McGonagle
Commissioner Public Works

**City of Newton, Massachusetts
Department of Public Works**

**Proposal
April 1, 2016**

**Proposal for Amendment 2
to
Engineering Design Services for the
Elliot Street Bridge Rehabilitation Project
Contract No. L-6112**

Attachment A

Scope

Engineer will provide construction services and resident observation for Central Avenue / Elliot Street Bridge Rehabilitation Construction Services, Contract TBD project. Services shall include both Office Engineering Services and Resident Observation Services, which are further defined hereinafter. It is anticipated that OWNER and CO-OWNER will staff the PROJECT with an inspector to provide Resident Observation Services. ENGINEER will provide supplemental Resident Observation Services as needed to support OWNER and CO-OWNER'S inspector.

Services shall include the following tasks:

Construction Phase - Office Engineering Services

- Participate in a pre-construction meeting.
- Review and take appropriate action with respect to shop drawings and samples, results of tests, and other data required to be submitted by the Contractor for conformance with the design intent of the PROJECT and compliance with the Contract Documents.
- Assess the acceptability of substitute materials proposed by Contractor; and review schedules, guarantees, and certificates of inspection, which are to be assembled by the Contractor in accordance with the Contract Documents.
- Attend construction progress meetings (up to 35 meetings) with OWNER, CO-OWNER, and Contractor to review the progress of work, construction schedule, submittal status, and other pending issues.
- Issue instructions to the Contractor, as directed by the OWNER and CO-OWNER; issue interpretations and clarifications of the Contract Documents and in connection therewith, review and recommend to OWNER and CO-OWNER action regarding change orders.
- Provide interpretation of the Contract Documents, judge the acceptability of work and make recommendations on claims to the OWNER and CO-OWNER relating to the acceptability of the work or in the interpretation of the requirements of the Contract Documents.
- Make periodic visits to the site (up to 40) at various stages of construction.

- Inform the OWNER and CO-OWNER of the progress of the work and provide recommendations to the OWNER and CO-OWNER on the disapproval or rejection of work not conforming to the Contract Documents.
- Review applications for payment with accompanying data and schedules submitted by the Contractor.
- Review and make recommendations regarding change orders.
- Conduct a review to determine on the substantial completion of the PROJECT.
- Render recommendations on the final payment by the OWNER and CO-OWNER to the Contractor.
- Prepare Record Drawings. It is anticipated that OWNER and CO-OWNER'S inspector will maintain a working markup set of plans to be used as the basis for the Record Drawings.
- Provide one set of Record Drawings and two sets of electronic versions (PDF and AutoCAD 2010 formats) on CDs each to OWNER and CO-OWNER.
- Prepare and file Certificates of Compliance with both the Needham and Newton Conservation Commissions.

Resident Observation Services

Furnish Resident to provide reports on progress of the work and on the Contractor's compliance with the contract terms through on-site observations; however, the furnishing of such representation or the performance of any other construction service shall not make the ENGINEER responsible for the construction methods of the Contractor nor make the ENGINEER responsible for the Contractor's construction procedures or the safety precautions thereunto. The Resident Project Representative will:

- Participate in a pre-construction meeting.
- Provide on-site Project Representation for a maximum of 600 hours. This effort is based on an average of 20 hours per week for the anticipated time period from mobilization to substantial completion.
- Coordinate the establishment of lines and grades to be done by Contractor.
- Coordinate testing of materials by independent testing/inspection services.
- Visually observe and approve or reject materials delivered to the site.
- Measure, track and report on Contractor's activities.
- Observe the Contractor's work with respect to quality, suitability, and conformance with the contract requirements.
- Prepare and submit daily records of construction progress.
- Take digital photographs of the project progress. Photos will be submitted on CD to OWNER and CO-OWNER upon completion of the project.
- Confirm measurements and review monthly and final payment estimates for work completed by the Contractor.

Special Testing/Inspection Services

- Retain the services of a qualified laboratory to perform field and laboratory testing on concrete samples, including slump measurement, air content measurements, and test cylinder fabrication and testing.

Traffic Monitoring Services

- Monitor traffic patterns at certain intersections along the PROJECT detour route during implementation of the detour. Traffic monitoring will be performed during two observation periods: at the beginning of the detour implementation in the Summer, when schools are not in session, and again when schools re-open. During the Summer observational period the AM commuting peak period (7:00AM to 9:00AM) and PM commuting peak period (4:00 PM to 6:00PM) will be observed. During the second observational period (schools in session) the AM period (7:00AM to 9:00AM) and the school peak release period (2:30 to 3:30 PM) will be observed. The following intersections will be monitored:
 - Cedar Street /Central Avenue
 - Cedar Street /Hunnewell Street/Hastings Street
 - Central Avenue /Gould Street
 - Oak Street /Elliot Street
 - Oak Street/Chestnut Street
 - Oak Street/Christina Street/Needham Street
 - Quinobequin Rd/William St/Route 9 merge area
- Monitoring will consist of identifying traffic operational issues such as queue problems, key traffic travel patterns, pedestrian safety and delays.
- Based on the field observation findings, recommend improvement measures to mitigate traffic operational issues. The findings and recommended improvement measures will be documented in a technical memorandum.

Estimated Fee

The not-to-exceed limit on the overall fee for the PROJECT shall be increased from \$635,200 to \$861,000. The portion of the not-to-exceed overall fee billed to the OWNER, on a time and materials basis shall be revised from \$317,600 to \$430,500. **Similarly, this will be the case with the Co OWNER.** See attached fee proposal breakdown. The labor charges and reimbursable expenses for the Scope of Services of this AGREEMENT shall be generally consistent with the Budget outlined in the attached fee proposal breakdown and overall fee shall not be exceed without prior written approval from the OWNER and CO-OWNER.

**City of Newton, Massachusetts
Department of Public Works**

**Proposal
March 22, 2016**

**Proposal for Amendment 1
to
Engineering Design Services for the
Elliot Street Bridge Rehabilitation Project
Contract No. L-6112**

Attachment A

A. AMENDMENT DESCRIPTION

Services in addition to the Scope of Services for the **PROJECT**, dated December 31, 2014, were requested by the **OWNER** and/or **CO-OWNER**.

DESIGNER was requested to collect traffic counts and perform an analysis of the impacts to traffic at the intersections along the proposed southern detour route through Needham and Newton, and also at two intersections in Wellesley along the proposed northern detour route.

DESIGNER was requested to prepare the design to include undergrounding of the overhead utility wires, temporary and permanent utility pole relocations, and to incorporate provisions for future electrical transmission and distribution lines. Although the December 31, 2014 Scope of Services includes a task item for "coordination with utility companies on provisions for future utilities", the magnitude of future utility provisions to be provided (28 conduits in four duct banks, four 8'x10' manholes, and two smaller manholes) was much larger than what could have been anticipated. and requires services beyond simple coordination, including preparing a separate underground utility plan sheet; laying out the conduits and structures in a manner to meet spacing requirements of the duct banks and avoid conflicts with existing and proposed underground water, gas, sewer, and drainage utilities on the bridge approaches; expanding the limits of approach roadway and sidewalk replacement; and facilitating coordination amongst Verizon, Comcast, and Eversource for the undergrounding effort.

The December 31, 2014 Scope of Services includes the preparation of two conceptual renderings of bridge railing replacements. The Newton Upper Falls Historic District Commission requested the **DESIGNER** provide two additional renderings of the bridge elevations to support the application for a Certificate of Appropriateness.

The December 31, 2014 Scope of Services includes the preparation of a Contract Time Determination Schedule. In advance of the Contract Time Determination Schedule, **DESIGNER** was requested to prepare a preliminary analysis of the bridge closure

duration and possible time savings gained by accelerating the work through extended work hours.

The Fee Proposal accompanying the December 31, 2014 Scope of Services included two line items for Arch Rehabilitation Research and Conceptual Renderings. The fees associated with these two items were \$19,752.92 and 10,859.68, respectively. However, an error in the calculation of the total fee omitted these two line item fees. Those line item fees are therefore included in this Amendment.

The Scope of Services, dated December 31, 2014, shall therefore be amended with the following:

B. SCOPE OF SERVICES

Design

- Collect traffic counts at eight intersections and Automated Traffic Recorder counts at five locations along the proposed detour routes in Needham, Newton, and Wellesley. Perform analyses of existing conditions, detour trip generation/distribution/assignments, future conditions, and comparisons of results. Prepare two memoranda, one for the Needham and Newton intersections, and one for the Wellesley intersections, detailing the counts, analyses, findings, and recommendations.
- Prepare an Underground Utility Plan at 1"=40' to locate underground conduit, structures, and riser poles for undergrounding of the existing overhead wires and for expansion of future electrical transmission and distribution lines, and provide associated details. Expand the limits of the project to accommodate the underground utility work. Facilitate coordination amongst the utility companies for the work required to move the existing overhead wires to the underground facilities.
- Prepare conceptual renderings of the north and south elevations of the bridge to support the application for a Certificate of Appropriateness for the Natick Historic District Commission.
- Perform a preliminary analysis of the duration of the bridge closure and a cost/time impact analysis for accelerating the closure using extended work hours. Prepare a memorandum summarizing the findings of the analysis. This analysis will be performed by subconsultant, G.C. Solutions, Inc.

D. ESTIMATED FEE

The not-to-exceed limit on the overall fee for the **PROJECT** shall be increased from **\$556,900** to **\$635,200**. The portion of the not-to-exceed overall fee billed to the **OWNER**, on a time and materials basis shall be revised from **\$278,450** to **\$317,600**. **Similarly, this will be the case with the Co OWNER.** See attached fee proposal breakdown. The labor charges and reimbursable expenses for the Scope of Services of

FEE PROPOSAL

Central Ave / Elliot Street Bridge Design - Amendment 1

March 22, 2016

WORKHOURS AND COSTS: ADDITIONAL SERVICES

TASK	SPM	SSE	PE/PS	SE	JE	TOTAL	Direct	Loaded
Additional Renderings	2	4			24	30	\$988.00	\$2,954.12
Utility Undergrounding		32	48	24	24	128	\$5,424.00	\$16,217.76
Detour Analysis	12		48	32	72	164	\$5,920.00	\$17,700.80
TOTAL WORKHOURS	14	36	96	56	120	322	\$12,332.00	\$36,872.68

LABOR COSTS

SENIOR PROJECT MANAGER	14	@	\$68.00	=	\$952	
SENIOR STRUCTURAL ENGINEER	36	@	\$57.00	=	\$2,052	
PROJECT ENGINEER/SCIENTIST	96	@	\$46.00	=	\$4,416	
STAFF ENGINEER	56	@	\$32.00	=	\$1,792	
JUNIOR ENGINEER	120	@	\$26.00	=	\$3,120	
TOTAL DIRECT LABOR COSTS					\$12,332	
INDIRECT LABOR COSTS (OVERHEAD)			\$12,332.00	x	1.6	\$19,731
PROFIT (15%)						\$4,809
TOTAL LABOR COST						\$36,873

DIRECT COSTS

Precision Data (Traffic Counts)			\$4,400	x	1.15	\$5,060
GC Solutions (Preliminary Acceleration Schedule)			\$5,000	x	1.15	\$5,750
TOTAL DIRECT COST						\$10,810

TOTAL COST: ADDITIONAL SERVICES**\$47,683****WORKHOURS AND COSTS: OMISSION FROM ORIGINAL FEE CALCULATION**

TASK	SPM	SSE	PE/PS	SE	JE	TOTAL	Direct	Loaded
Arch Rehabilitation Research	8	48	40	40	8	144	\$6,608.00	\$19,757.92
Conceptual Renderings	4	32	0	48	0	84	\$3,632.00	\$10,859.68
TOTAL WORKHOURS	12	80	40	88	8	228	\$10,240.00	\$30,617.60

LABOR COSTS

SENIOR PROJECT MANAGER	12	@	\$68.00	=	\$816	
SENIOR STRUCTURAL ENGINEER	80	@	\$57.00	=	\$4,560	
PROJECT ENGINEER/SCIENTIST	40	@	\$46.00	=	\$1,840	
STAFF ENGINEER	88	@	\$32.00	=	\$2,816	
JUNIOR ENGINEER	8	@	\$26.00	=	\$208	
TOTAL DIRECT LABOR COSTS					\$10,240	
INDIRECT LABOR COSTS (OVERHEAD)			\$10,240.00	x	1.6	\$16,384
PROFIT (15%)						\$3,994
TOTAL COST: CALCULATION OMISSION FROM ORIGINAL FEE						\$30,618

TOTAL COST: ADDITIONAL SERVICES + OMISSION FROM ORIGINAL FEE CALCULATION =**\$78,301**

this AGREEMENT shall be generally consistent with the Budget outlined in the attached fee proposal breakdown and overall fee shall not be exceed without prior written approval from the OWNER and CO-OWNER.



SETTI D. WARREN
MAYOR

City of Newton, Massachusetts
Office of the Mayor

#271-16

Telephone
(617) 796-1100

Facsimile
(617) 796-1113

TDD/TTY
(617) 796-1089

E-mail
swarren@newtonma.gov

August 1, 2016

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

Ladies and Gentlemen:

I write to request that your Honorable Council docket for consideration a request to transfer the sum of \$100,000 from Acct # 0110498-5790 FY17 Budget Reserve to fund the City's compliance with new early voting procedures. Projected costs include 15 Electronic Poll Books and their associated printers, software licensing, set-up, annual maintenance fees, poll workers to run the early voting locations, as well as Police details, DPW staff, Custodial Staff, etc. for the early voting days.

Thank you for your consideration of this matter.

Sincerely,

Setti D. Warren
Mayor

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2016 AUG - 1 PM 12:49
DAVID A. OLSON, Clerk
Newton, MA 02459



Early Voting in Newton for the November 8, 2016 Presidential/State General Election

In 2016, the Massachusetts State Legislature approved Early Voting for State General Elections and the Secretary of the Commonwealth’s Office has promulgated regulations that Cities and Towns must follow in implementing this new voting opportunity.

For the November 8, 2016 Presidential/State General Election, the City of Newton will be offering early voting to Newton’s registered voters.

State Regulations require that early voting be offered during regular business hours in the City Clerk’s Office starting on Monday, October 24, 2016 and running through Friday, November 4, 2016.

Massachusetts Common Cause and the League of Women Voters have issued a challenge to Cities and Towns to provide more opportunities to participate in early voting than the minimum required by the Law. They have asked communities to provide more hours to take advantage of early voting, have encouraged communities to include weekend hours, and to provide more than one location for voting.

The Election Commission, working with the City Clerk’s Office, has approved the following schedule for early voting in Newton which goes beyond the minimum requirements to include extended hours, multiple locations, and weekend hours.

From Monday, October 24, 2016 through Friday, November 4, 2016, the City Clerk’s Office will be offering the following schedule of early voting locations and times:

Monday, October 24, 2016 through Friday, October 28, 2016 and then again from Monday, October 31 through Thursday, November 3, 2016 Early Voting will be available at Newton City Hall from 8:30 am until 8:00 pm each day. On Friday, November 4, 2016 Early Voting will be available from 8:30 am until 5:00 pm.

On Saturday, October 29, 2016 and Sunday, October 30, 2016, Early Voting will be available at Newton City Hall, Newton North High School and Newton South High School from Noon to 5:00 pm.

Also, to provide assistance to Newton’s senior community, the following early voting sites will be open at the listed date and times for residents of those facilities as well as any Newton resident who wishes to vote there:

Coleman House, 677 Winchester Street	Monday, October 24, 2016	1:00 pm to 4:00 pm
Golda Meir House, 160 Stanton Avenue	Friday, October 28, 2016	1:00pm to 4:00 pm
Evans Park, 430 Centre Street	Wednesday, November 2, 2016	9:00 am to Noon
Falls at Cordingly Dam, 2300 Washington Street	Tuesday, October 25, 2016	1:30 pm to 3:30 pm

Two additional sites are determining if they will participate:

- Lasell Village, 120 Seminary Avenue
- Waban Health, 20 Kinmonth Road

To accomplish this ambitious schedule, the City Clerk's Office has requested additional funds for staffing and the purchase of new equipment. The Mayor's Office has docketed a request to transfer \$100,000 to implement Early Voting in Newton.

The Clerk's Office anticipates the following expenses to meet the Early Voting Program described above.

Early Voting Staffing

Poll Workers and Supervisors	\$12,834.75
Custodial Set-up Costs	\$2,000.00
Police Details	\$6,145.00

Early Voting Equipment

Electronic Poll Books 15 units plus licensing and connectivity	\$37,500.00
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Total Cost **\$56,479.75**

The balance of the funds will be held in reserve to purchase additional poll books should the Secretary of the Commonwealth approve regulations for their use at future general elections during this fiscal year. If not, the unspent funds can be returned to free cash.

Early Voting Calendar

Date	Location	Hours
Monday, October 24, 2016	Newton City Hall 1000 Commonwealth Avenue	8:30 am to 8:00 pm
	Coleman House 677 Winchester Street	1:00 pm to 4:00 pm
Tuesday, October 25, 2016	Newton City Hall 1000 Commonwealth Avenue	8:30 am to 8:00 pm
Wednesday, October 26, 2016	Newton City Hall 1000 Commonwealth Avenue	8:30 am to 8:00 pm
Thursday, October 27, 2016	Newton City Hall 1000 Commonwealth Avenue	8:30 am to 8:00 pm
Friday, October 28, 2016	Newton City Hall 1000 Commonwealth Avenue	8:30 am to 8:00 pm
	Golda Meir House 160 Stanton Avenue	1:00 pm to 4:00 pm
Saturday, October 29, 2016	Newton City Hall 1000 Commonwealth Avenue	Noon to 5:00 pm
	Newton North High School 457 Walnut Street	Noon to 5:00 pm
	Newton South High School 140 Brandeis Road	Noon to 5:00 pm
Sunday, October 30, 2016	Newton City Hall 1000 Commonwealth Avenue	Noon to 5:00 pm
	Newton North High School 457 Walnut Street	Noon to 5:00 pm
	Newton South High School 140 Brandeis Road	Noon to 5:00 pm
Monday, October 31, 2016	Newton City Hall 1000 Commonwealth Avenue	8:30 am to 8:00 pm
Tuesday, November 1, 2016	Newton City Hall 1000 Commonwealth Avenue	8:30 am to 8:00 pm
Wednesday, November 2, 2016	Newton City Hall 1000 Commonwealth Avenue	8:30 am to 8:00 pm
	Evans Park 430 Centre Street	9:00 am to Noon
Thursday, November 3, 2016	Newton City Hall 1000 Commonwealth Avenue	8:30 am to 8:00 pm
Friday, November 4, 2016	Newton City Hall 1000 Commonwealth Avenue	8:30 am to 5:00 pm – in person Noon deadline for mailed requests.

Still to confirm:

Waban Health
20 Kinmonth Road

Lasell Village
120 Seminary Avenue

KNOWiNK™
 innovative election solutions

LHS
 Associates
 New England Counts on us!

LHS Associates, Inc. is pleased to announce its newest technology partner KNOWiNK. KNOWiNK provides a unique approach and a proven solution rooted in what they have learned from their extensive experience as former election officials and in speaking to election authorities across the country about their specific needs. Their approach and innovative solution will deliver an incomparable, state-of-the-art, seamless voter check-in and verification process for your election authority.

Question: How can you effectively process early, pre-registered & same day registration voters without using multiple hardware & software applications?



Poll Pad e-poll book

- Processes voters on ONE system in seconds
- No external signature pads or scanners
- Most advanced & secure operating system (FIPS 140-2 certification)
- Syncs & backs up data in real time
- Quickly uploads into the VR database
- Ease of use, intuitive & friendly design

All in One Solution

The iPad-based electronic Poll Pad is the next generation of electronic polling books for voters & election officials.

Early Voting: Process voters throughout early voting period on Poll Pad and run reports for upload into your VR database. Speed up check in for registered voters by scanning Drivers Licenses or Voter ID cards on Poll Pad.

Same Day Registration: Eliminate paper forms by processing new registrants on the Poll Pad. Print compact receipts for wet signature & storage. Data is formatted for upload into your VR database.

iBallot: Use the Poll Pad to print a full-size paper ballot as a part of the check-in process. Remove human error; voters receive the correct ballot every time.

Consolidate & Save: Reduce your election day poll workers by consolidating precincts into fewer polling places. Save election costs & time with accurate data uploads to your VR database & lower employee overtime.

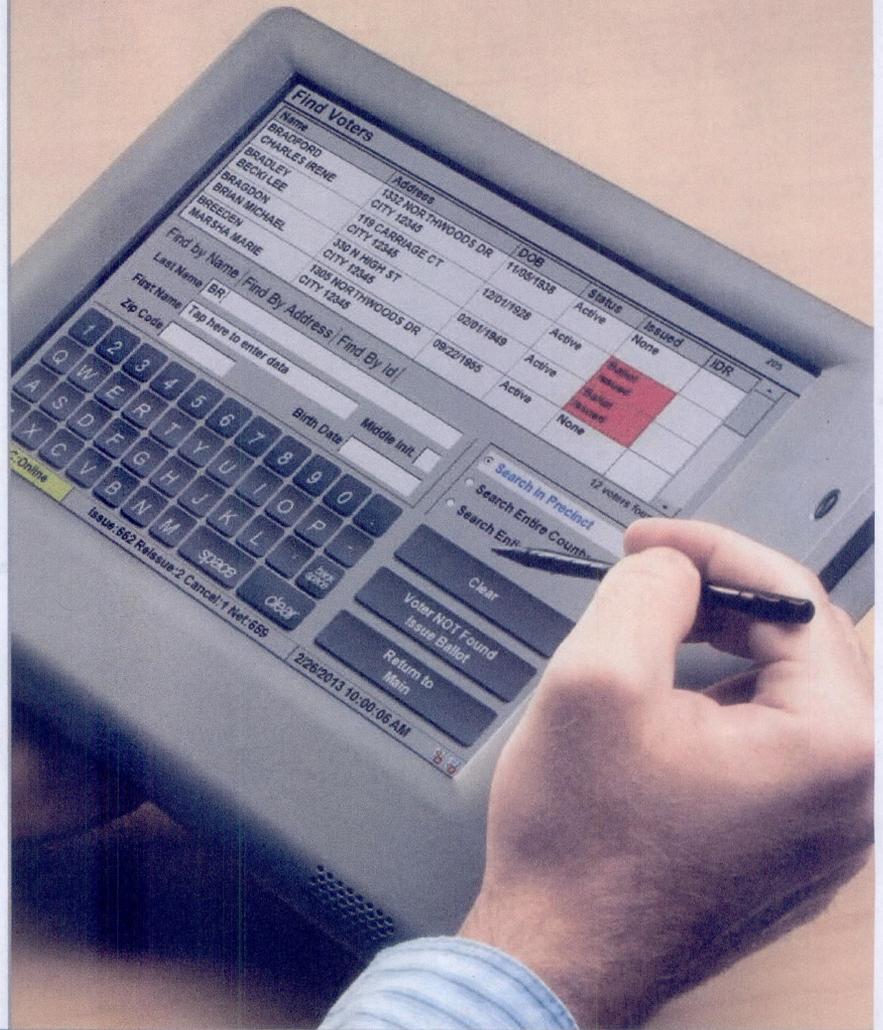
ExpressPoll[®]-5000

Electronic Poll Book

The Solution is Surprisingly Simple

ES&S leverages proven and advanced technology to automate a process that was historically consumed time and resources. Our solution manages the voter check-in process and is scalable to meet a wide variety of jurisdiction needs. With more than 15,000 units deployed, ExpressPoll-5000 is the complete, dependable solution.

The lightweight ExpressPoll-5000 stores registered voter information for precincts, districts, or entire jurisdictions. Poll workers enter an identifying piece of information onto the large, easy-to-read touch screen to verify that a voter is registered. The ExpressPoll-5000 is intuitive and easy to use, adding value and convenience to the voting process.



experience
reliability
security
innovation

