



Public Facilities Committee Agenda

City of Newton In City Council

Wednesday, January 9, 2019

7:00 PM
Room 204

Referred to Public Facilities and Finance Committees

- #31-19 HER HONOR THE MAYOR requesting authorization to transfer the sum of one hundred thousand dollars (\$100,000) from Current Year Budget Reserve to the Department of Public Works Processing Recyclables to fund increased costs of processing recyclables due to changes in the recycling market.

Referred to Public Facilities and Finance Committees

- #32-19 **Authorization to submit a statement of interest to the MSBA**
SCHOOL SUPERINTENDENT FLEISHMAN requesting a vote of the City Council to authorize the superintendent of Schools to submit requests to the Massachusetts School building Authority (MSBA) for consideration of funding for the replacement of the boiler and roof at Memorial Spaulding School and the replacement of the roof at Underwood Elementary School.

Referred to Programs & Services, Public Facilities and Finance Committees

- #34-19 HER HONOR THE MAYOR requesting authorization to accept and expend one hundred thousand dollars (\$100,000) from the State Fiscal Year 2019 Legislative Earmark Funds to be used to conduct a feasibility study on the renovation, expansion and new construction of the Newton Senior Center.

Referred to Public Facilities and Finance Committees

- #33-19 HER HONOR THE MAYOR requesting authorization to transfer for the sum of one million three hundred thousand dollars (\$1,300,000) Free Cash to fund the continuation of Feasibility Study/Schematic design and Site Plan Approval for the Lincoln Eliot/Newton Early Childhood Program.

Respectfully submitted,

Deborah Crossley, Chair

The location of this meeting is accessible and reasonable accommodations will be provided to persons with disabilities who require assistance. If you need a reasonable accommodation, please contact the city of Newton's ADA Coordinator, Jini Fairley, at least two business days in advance of the meeting: jfairley@newtonma.gov or (617) 796-1253. The city's TTY/TDD direct line is: 617-796-1089. For the Telecommunications Relay Service (TRS), please dial 711.



RUTHANNE FULLER
MAYOR

**City of Newton, Massachusetts
Office of the Mayor**

#31-19

Telephone
(617) 796-1100

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(617) 796-1113

TDD
(617) 796-1089

E-mail
rfuller@newtonma.gov

RECEIVED
 Newton City Clerk
 2018 DEC 31 PM 3:12
 David A. Olson, Clerk
 Newton, MA 02459
 December 31, 2018

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

Councilors:

I write to request that your Honorable Council docket for consideration a request to authorize the transfer of \$100,000 from Acct # 0110498-5790 Current Year Budget Reserve to Acct # 0140111-52924 Processing Recyclables.

As you may know, the worldwide recycling market has experienced significant disruption. Approximately one year ago, China banned waste and recycling imports, including mixed paper and certain plastics outright, and effectively cardboard. (China has set a maximum threshold of 0.5% contamination for cardboard, a level that is virtually impossible to achieve given current single stream recycling systems.)

Counsel for our current provider, Waste Management, approached the City several months ago claiming that Waste Management was entitled to increase the rates under the current contract (which will not expire until June 30, 2020) as a result of changes in Chinese Law. The City did not agree that China's ban on the importation of recyclables constituted a "Change in Law," nor did we agree that Waste Management could unilaterally impose a rate increase on the City pursuant to its contract with the City which permits increased costs to be passed along to the City.

However, the City did agree to continue discussions with Waste Management, but those discussions needed to be clearly predicated on specific financial and accounting information regarding the costs attributed to China's decision limiting its importation of recyclable materials as well as what steps Waste Management was taking to seek alternative markets.

Following several months of negotiation, the administration has agreed to the following, subject to approval of the City Council.

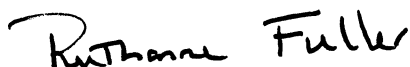
Section 7.05, paragraph (a) Cost is amended by deleting "provided however that the net maximum charge shall not exceed \$30.00 per ton for the term of the contract," and replacing it with: "provided however that the net maximum charge shall not exceed: \$30.00 per ton for the period July 1, 2015 through December 31, 2018; \$50.00 per ton for the period January 1, 2019 through June 30, 2019; and \$60.00 per ton for the period July 1, 2019 through June 30, 2020."

The City currently recycles approximately 10,000 tons of material each year. Therefore, this change in contract language will yield a net increase of approximately \$100,000 to our cost of processing recyclables for the remaining months of FY2019.

A significant amount of backup has been provided, and we look forward discussing this with the Honorable Council.

Thank you for your consideration of this matter.

Sincerely,

A handwritten signature in black ink that reads "Ruthanne Fuller". The signature is written in a cursive, flowing style.

Ruthanne Fuller
Mayor



RUTHANNE FULLER
MAYOR

City of Newton, Massachusetts
Office of the Mayor

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(617) 796-1100
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rfuller@newtonma.gov

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

Councillors:

Attached you will find supporting documentation regarding the processing of recyclables.

Exhibit 1 – Letter to the City of Newton from Goodwin Procter LLP, Counsel for Waste Management

Exhibit 2 – The City’s initial response to Waste Management

Exhibit 3 – Waste Management’s proposed amendment to the City’s current contract

Exhibit 4 – Proposed Amendment to the Solid Waste Collection and Haul and Single Stream Recycling Agreement dated July 2015, between the City of Newton, Mass and Waste Management of Massachusetts, Inc.

Thank you for your consideration of this matter.

Sincerely,

Maureen Lemieux
Chief Financial Officer

RECEIVED
Newton City Clerk
2019 JAN -2 PH 3:46
DANIEL A. OLSON, Clerk
Newton, MA 02459
January 2, 2019



John B. Daukas
+1 617 570 1686
jdaukas@goodwinlaw.com

Goodwin Procter LLP
100 Northern Avenue
Boston, MA 02210

goodwinlaw.com
+1 617 570 1000

August 23, 2018

Mr. James McGonagle
Commissioner of Public Works
-and-
Ouida Young, Esq.
Associate City Solicitor/Law Department
Newton Town Hall
1000 Commonwealth Avenue
Newton, MA 02459

Re: City of Newton – Waste Management of Massachusetts, Inc. Contract for Solid Waste Services dated July 1, 2015

Dear James and Ouida:

I represent Waste Management of Massachusetts, Inc. (“Waste Management”). I am writing concerning the July 1, 2015 Agreement for Solid Waste Collection and Haul and Single Stream Recycling Agreement between Waste Management and the City of Newton (the “Agreement”), as a follow-up to James Nocella’s August 8, 2018 meeting with Ms. Ouida Young, Esq., Associate City Solicitor with the City of Newton Law Department.

I understand the City and Waste Management have engaged in discussions concerning, among other things, disruption caused to the world-wide recycling market by the ongoing United States/China trade war. As widely reported in the media, China has banned importation of mixed paper and certain plastics outright, and effectively banned importation of cardboard. China has set a maximum contamination threshold of 0.5% for cardboard, a level which is impossible to achieve given available single stream recycling systems. The levels are in sharp contrast to the generally accepted ISRI specifications.

In contrast, the Agreement between the City and Waste Management has a maximum contamination limit of 10%, or twenty times the level permitted by China. Materials accepted under the Agreement cannot be processed to meet the Chinese requirements. In short, the City’s recyclables cannot be delivered to China as the City’s materials now violate Chinese law.



Mr. James McGonagle
Ouida Young, Esq.
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As a result of China's actions, the domestic and worldwide markets for these types of recyclables have been significantly disrupted. The reduction of Chinese markets means an oversupply of commodities to markets across the globe. Historically, China has been the major purchaser of recycled mixed paper and cardboard in the world. China's ban on mixed paper, plastics, and cardboard has made it impracticable for Waste Management to continue to accept such materials under the terms of the Agreement.

Indeed, the value of mixed paper has dropped from approximately \$75 per ton to zero. Under the Agreement in the normal course, Waste Management is capped at a net maximum charge of \$30 per ton of recyclables. So far in 2018 -- the first full calendar year in during which China's ban has been in effect -- the impact to Waste Management's commodity sales revenue and cost to process those materials is nearly \$60 per ton. As a result, Waste Management is losing over fifty thousand dollars each month.

Under the express terms of the Agreement, as well as Massachusetts common law, Waste Management is excused from continuing to accept recyclables from the City. See Agreement § 10.01; Chase Precast Corp. v. John J. Paonessa Co., Inc., 409 Mass. 371, 374-75 (1991) (citing Mishara Const. Co. Inc. v. Transit-Mixed Concrete Corp., 310 N.E.2d 363, 366 (Mass. 1974)) (contractual obligation excused where occurrence of event destroys value of contract to party seeking to be excused); Lenn v. Riche, 331 Mass. 104, 111 (Mass. 1954) (interpreting defense based on force majeure clause as "akin to the defence [sic] of impossibility of performance under our law"); Baetjer v. New England Alcohol Co., 319 Mass. 592, 596-97 (Mass. 1946) (holding that force majeure clauses are enforceable).

In addition, Article XXIII of the Agreement entitles Waste Management to adjust its rates based on an increase in cost due to the change in Chinese law. Both the City and Waste Management contemplated this exact scenario -- where a change of law or other unforeseeable event causes a cost increase to one party to the Agreement -- and, in Section 2.03, agreed to "exercise all and every prudent effort to develop and implement necessary long-term strategies to eliminate, avoid or mitigate any possible events of Force Majeure, Change in Law or other events which would increase costs in any way for the other party." Accordingly, Waste Management expects that the City will work with it in good faith and agree to a rate increase, which is necessitated by the unanticipated change in Chinese law.



Mr. James McGonagle
 Ouida Young, Esq.
 August 23, 2018
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The term “Change in Law” is defined in Section 1.01 to mean:

[A]ny event or condition . . . which has a material adverse . . . effect on [Waste Management] or the City’s ability to perform its obligation under this Agreement . . .
 . [including:]

(a) **the adoption, promulgation, issuance, modification or official change in interpretation . . . of any federal, state, or local law, regulation, rule, requirement, ruling or ordinance . . . ; [or]**

(c) **the suspension, termination, interruption or failure of renewal of any permit, license, consent, authorization, or approval legally necessary and essential to the performance of collection and haul obligations under this Agreement.**

(emphasis added).

Moreover, Article XXIII explicitly provides that, where Waste Management’s costs are increased as a result of a Change in Law, Waste Management is entitled to a rate increase to cover its higher costs. Specifically, Section 23.01 defines “Change in Law Costs” as follows:

[F]or any period and for any Change in Law, **the amount, if any, of the increased operating and/or capital cost pertaining to the collection and haul of Acceptable Waste** and attributable to services rendered by [Waste Management] under this Agreement

(emphasis added). Where any Change in Law Cost occurs, Section 23.02 entitles Waste Management to a rate adjustment:

For each Change in Law that causes [Waste Management] to sustain a Change in Law Cost . . . the City of Newton shall pay [Waste Management] the Change in Law Cost reasonably incurred, such payment to be invoiced on the monthly statement and to be paid monthly in accordance with the provisions in this section.

(emphasis added).



Mr. James McGonagle
 Ouida Young, Esq.
 August 23, 2018
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The change to Chinese law constitutes a “Change in Law,” as that term is defined in the Agreement under both subsection (a) and (c) of that definition.¹ The change also constitutes a “Change in Law Cost” under Section 23.01 because China’s ban dramatically increased Waste Management’s cost of processing recyclable material. Accordingly, Waste Management is entitled to adjust its rates, to reflect the increased costs that it incurred as a result of China’s actions.

If the City is unwilling to consider an increase in Waste Management’s rates as required by the Agreement, the Agreement also contains a Force Majeure clause (Article X), which excuses Waste Management’s further performance in the event of a “Force Majeure Event.” The Agreement defines a Force Majeure Event as follows:

[a]ny event or condition having, or which may reasonably be expected to have a material adverse effect on [Waste Management] . . . or on [Waste Management’s] . . . ability to perform pursuant to this Agreement and not the result of willful or negligent action or lack of reasonable diligence, of the party relying thereon as justification for not performing . . . any obligation or complying with any condition required of such party under this Agreement Such events or conditions may include, but shall not be limited to, circumstances of the following kind:

(1) a Change in Law . . . or similar occurrence, and act of war . . . or similar occurrences....

(emphasis added). When a Force Majeure Event occurs, Waste Management’s performance under the Agreement is excused under Section 10.01:²

A non-performing party shall be excused without cost or liability to the other, for failure or delay in performance of any obligation set forth in this Agreement, by reason of a Force Majeure Event.

(emphasis added). The U.S./China trade war and China’s change in law is a Force Majeure Event which -- as set forth in detail above -- has effectively closed China’s markets to the

¹ Under subsection (a) of the definition, China’s ban is a change to Chinese state law. Under subsection (c), the ban also effectively constitutes a change in approval, which is legally necessary and essential to Waste Management’s ability to continue shipping recyclables to the Chinese market.

² Waste Management’s performance is also excused under Section 9.01, Events of and Remedies of Default: “(b) The persistent or repeated failure or refusal by a party to fulfill any of its material obligations in accordance with this Agreement shall constitute an Event of Default, **unless such failure or refusal shall be excused or justified by a Force Majeure Event**” (emphasis added).



Mr. James McGonagle
Ouida Young, Esq.
August 23, 2018
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recyclables which Waste Management agreed to process under the Agreement. China's actions have caused Waste Management's net costs to more than double, making its continued performance prohibitively expensive. Accordingly, Waste Management's performance under the Agreement is excused under the Force Majeure clause.

Massachusetts common law also supports this position, providing that contractual performance is excused under exactly these circumstances. Massachusetts courts interpret Force Majeure clauses similarly to the doctrines of impossibility and impracticability, each of which excuse performance under a contract. See Lenn v. Riche, 331 Mass. at 111 (defense of force majeure similar to defense of impossibility); Mishara, 310 N.E.2d at 366-67 (performance is excused not only where performance is impossible, but also where it is merely impractical as a result "some extreme or unreasonable difficulty, expense, injury, or loss."). Performance is impractical if an unforeseen circumstance renders performance "vitally different from what was reasonably to be expected." See Karaa v. Yim, 20 N.E.3d 943, 948 (Mass. App. Ct. 2014). The Restatement (Second) of Contracts § 261 (1981) recognizes that performance may be excused in exactly these circumstances -- where there is a "severe shortage of raw materials or of supplies due to war, embargo, local crop failure, unforeseen shutdown of major sources of supply, or the like, which either causes a marked increase in cost or prevents performance." (emphasis added); see also, id. at § 264 cmts. a, b (1981) (supervening "domestic or foreign" governmental action "emanat[ing] from any level of government" can make performance impracticable). China's unexpected change in law created just such a "marked increase in cost," which excuses Waste Management's further performance under the Agreement.

In sum, Waste Management cannot continue to accept recyclable materials at the \$30 per ton rate.

Therefore, the Agreement requires the City to work with Waste Management to address the increase in cost caused by the U.S./China trade war. Further, if the City and Waste Management are unable to agree, Section 8.02 of the Agreement requires the City and Waste Management to bring this dispute before a neutral third-party mediator. If a compromise still cannot be reached through mediation, then the Agreement by its express terms absolves Waste Management from continuing to accept recyclable materials at the rates provided under the Agreement as a result of the China trade war.

Waste Management values its relationship with the City and stands ready and willing to reach a fair compromise in order to continue its relationship with the City.



Mr. James McGonagle
Ouida Young, Esq.
August 23, 2018
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Please have your counsel contact me, or you may contact Mr. Nocella directly to resume discussions.

Very truly yours,

A handwritten signature in black ink, appearing to read 'John B. Daukas', with a long horizontal flourish extending to the right.

John B. Daukas

JBD/cmc

cc: James Nocella, Area Director, Public Sector Solutions, Waste Management
Gail Lynch, Esq., Senior Group Counsel, Waste Management

LAW DEPARTMENT



CITY OF NEWTON, MASSACHUSETTS
CITY HALL

1000 COMMONWEALTH AVENUE
NEWTON CENTRE, MA 02459
TELEPHONE (617) 796-1240
FACSIMILE (617) 796-1254

ACTING CITY SOLICITOR
OUIDA C.M. YOUNG

DEPUTY CITY SOLICITORS
ANGELA BUCHANAN SMAGULA
JEFFREY A. HONIG

ASSISTANT CITY SOLICITORS
MARIE M. LAWLOR
MAURA E. O'KEEFE
ALAN D. MANDL
JILL M. MURRAY
JONAH M. TEMPLE
JACLYN R. ZAWADA
JENNIFER C. PUCCI

September 17, 2018

John B. Daukas, Esq.
Goodwin Procter LLP
100 Northern Avenue
Boston, MA 02210

RE: City of Newton – Waste Management of Massachusetts, Inc.
Contract for Solid Waste Collection and Haul and Single Stream Recycling

Dear Attorney Daukas:

This letter is in response to your letter dated August 23, 2018, to Newton's Commissioner of Public Works, James McGonagle. Your letter was expected, given our meeting with James Nocella in early August.

I do not agree with your conclusion that China's decision to limit or close its markets to certain recyclables qualifies as a "Change in Law" event as that term is defined in the City's contract. The definition of "Change in Law" at Section 1.01 (a) specifically refers to a change in "...any federal, state, or local law, regulation, rule, requirement, ruling, or ordinance" While you characterize the Chinese ban as a change in Chinese law, which may or may not be correct, the change in law of a foreign state does not qualify as a change to a "federal, state, or local law."

Nor do I believe that the Chinese ban qualifies as a "Change of Law" under Section 1.01(c) which you also quoted in your letter. That subsection refers to "the suspension, termination, interruption or failure of renewal of any permit, license, consent, authorization or approval **legally necessary and essential to the performance of the collection and haul obligation under this Agreement.**" [Emphasis Added.] Selling recyclables to China rather than to another purchaser for less money is unrelated to Waste Management's performance of the

collection and haul obligations under the City's contract.

Given my belief that China's ban on the purchase of recyclables does not constitute a "Change in Law," I do not agree that Waste Manage can unilaterally impose a rate increase on the City pursuant to Article XXIII which permits increased costs to be passed along to the City.

At the August 3rd meeting, City officials expressed a willingness to work with Waste Management while the recycling market attempts to cope with the loss of China as the primary purchaser of mixed paper, plastics, and cardboard. In particular, the City is committed to expanding its educational efforts to reduce the percentage of contamination in its recyclables. What the City is not prepared to do is allow Waste Management to change from a tonnage charge that is capped under the City's contract to a tonnage charge that "floats" with the current market rates.

Your letter did not state what rate you expected the City to pay pursuant to Article XXIII nor did it include the sort of financial information the City would be entitled to receive showing the specific increase in operating and/or capital costs imposed on Waste Management by the "Change in Law" event. Rather, your letter suggested that the parties work towards a compromise that would be fair to both parties. The City is more than willing to continue discussions with Waste Management, but those discussions need to be clearly predicated on specific financial and accounting information regarding the costs attributed to China's decision limiting its importation of recyclable materials as well as what steps Waste Management has taken to seek alternative markets. In view of the City's and Waste Management's long relationship that literally extends over several decades, I would also expect that the City would be treated to "favored nation" status in terms of our negotiations.

Please let me know when you would like to meet to continue this discussion. Thank you.

~~Very truly yours,~~

Ouida C.M. Young
Acting City Solicitor

Cc: Ruthanne Fuller, Mayor
Jonathan Yeo, COO
Maureen Lemieux, CFO
James McGonagle, Commissioner of Public Works
Waneta Trabert, Director, Sustainable Materials Management Division

Waste Management's proposal to amend the formula related to processing of single stream recyclables October 2, 2018

Blended Value Calculation History (without cap)

	Jul-15	Dec-15	Jul-16	Dec-16	Jul-17	Dec-17	Jul-18	Sep-18
Blended Value	\$ 56.35	\$ 47.16	\$ 62.31	\$ 61.58	\$ 73.89	\$ 61.13	\$ 26.30	\$ 25.11
Processing Fee	\$ 91.00	\$ 91.00	\$ 92.37	\$ 92.37	\$ 93.75	\$ 93.75	\$ 95.16	\$ 95.16
Net Charge	\$ (34.65)	\$ (43.84)	\$ (30.06)	\$ (30.79)	\$ (19.86)	\$ (32.62)	\$ (68.86)	\$ (70.05)
WM Shortfall	\$ (3,887)	\$ (11,570)	\$ (50)	\$ (660)	\$ -	\$ (2,190)	\$ (32,487)	\$ (33,482)

Note: shortfall based on 836 average tons per month if recyclables processed

Financial Impact comparing 2016 (pre-China actions) to 2018 YTD July

Gross Operating Expense Increase per ton for Processing	\$12.50
Revenue Decline Impact of Paper on total single stream revenue per ton	\$40.73
Total Impact (not including impact of glass due to SMI closure \$5.47/ton)	\$53.23
Monthly Impact to WM	\$44,500.28

Proposed Resolution

1. Use the revised blended value calculation supplied herein
2. Increase the cap from 10.1.18 to 6.30.19 to \$60 per ton
3. Increase the cap in FY20 to \$75 per ton

Net charges for recycling processing contracts executed at WM Avon in 2018

	Braintree	No Attleboro	Quincy	Weymouth
Sep-18	\$ 73.87	\$ 72.97	\$ 73.74	\$ 73.87

Exhibit 3

CONTRACT L-6116 AMENDMENT # 2

To

SOLID WASTE COLLECTION AND HAUL

AND

SINGLE STREAM RECYCLING AGREEMENT

JULY 1, 2015 – JUNE 30, 2020

This Amendment, dated December ___, 2018 by and between the, **City of Newton**, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, acting through its Commissioner of Public Works, but without personal liability to him, with offices at City Hall, 1000 Commonwealth Avenue, Newton Centre, Massachusetts 02459 (hereinafter “City”), and **Waste Management of Massachusetts, Inc.**, a Massachusetts corporation duly organized and existing under the laws of the Commonwealth of Massachusetts with a business address of 26 Patriots Place, Foxborough, Massachusetts 02035 together with its successors and permitted assigns hereunder, (hereinafter “WMMA” or “Contractor”) witnesses as follows:

WHEREAS, the City of Newton and WMMA entered into a Solid Waste Collection and Haul and Single Stream Recycling Agreement in July 2015 (the “Agreement”);

WHEREAS, the parties amended the Agreement by entering Amendment #1 as of June 15, 2017; and

WHEREAS, the parties now wish to further amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valid consideration, the parties hereby mutually agree to amend the Agreement as follows:

1. **SECTION 7.05 Single Stream Recycling Revenue/Cost**

Section 7.05, paragraph (a) Cost is amended by deleting “provided however that the net maximum charge shall not exceed \$30.00 per ton for the term of the contract,” and replacing it with: “provided however that the net maximum charge shall not exceed: \$30.00 per ton for the period July 1, 2015 through December 31, 2018; \$50.00 per ton for the period January 1, 2019 through June 30, 2019; and \$60.00 per ton for the period July 1, 2019 through June 30, 2020.”

All other terms and conditions of the Agreement, as amended by Amendment # 1, shall remain in full force and effect.

IN WITNESS WHEREOF the parties have executed this Amendment No. 2

CONTRACTOR

Waste Management of Massachusetts, Inc.

By: Chris DeSantis, President

CITY OF NEWTON

By: James Mcgonagle, Commissioner of Public Works

Approved as to legal form and character:

By: Andrew S. Lee, Assistant City Solicitor



APPROVED:

Date: _____

By: Ruthanne Fuller, Mayor (or her designee)



To: David Olson, City Clerk

From: David Fleishman, Superintendent of Schools 
Liam Hurley, Assistant Superintendent/Chief Financial & Administrative Officer 

Date: January 2, 2019

Re: **Docket Request:** MSBA 2019 Grant Program to Replace Boilers and Roofs

I respectfully request authorization to submit two Statements of Interest (SOIs) for the replacement of the Roof at the Underwood School, and the replacement of the Roof and Boiler at the Memorial Spaulding School, to the Massachusetts School Building Authority for consideration as part of their Accelerated Repair Program (ARP).

Roof and boiler replacement projects at Memorial-Spaulding are currently identified in Newton's CIP as a high priority and are scheduled on the five year financial forecast for FY2023 and FY2024 with an estimated funding required of \$350,000 for the roof (age 32 years) and \$250,000 for the boiler (age 65 years). The request at Underwood is to replace the largest section of roof at the school (aged 26 years) which is the next highest eligible ARP project after Memorial-Spaulding. The request to MSBA for funding for the Memorial-Spaulding roof and boiler and the Underwood roof would be for partial reimbursement, based on their established criteria, and would likely result in moving up the timing of the projects earlier, and within the next five years.

A vote of the City Council is requested in conjunction with a vote of the School Committee to authorize the Superintendent of Schools the above-described 2019 Statement of Interests (SOIs) to submit to the Massachusetts School Building Authority.

A vote of the School Committee is expected on January 14, 2019.

The due date for this application and certified votes is February 12, 2019.

Information to be provided to the MSBA on the roofs and boiler is attached. The required MSBA form of vote for City Council is also provided.

Thank you very much.

Enclosure: Docket Request Form, Form of Vote

cc: Josh Morse, Commissioner of Public Buildings
Maureen Lemieux, Chief of Staff/Chief Financial Officer
Jonathan Yeo, Chief Administrative Officer

CITY COUNCIL

CITY OF NEWTON

DOCKET REQUEST FORM

DEADLINE NOTICE: Council Rules require items to be docketed with the Clerk of the Council NO LATER THAN 7:45 P.M. ON THE MONDAY PRIOR TO A FULL COUNCIL MEETING.

To: Clerk of the City Council

Date: 1/2/19

From (Docketer): David Fleishman, Superintendent

Address: Newton Public Schools, 100 Walnut Street, Newton

Phone: 617-559-6100 E-mail: david fleishman@newton.k12.ma.us

Additional sponsors: Liam Hurley, Assistant Superintendent/CFAO

1. Please docket the following item (it will be edited for length if necessary):

Superintendent Fleishman is requesting a vote of the City Council to authorize the Superintendent of Schools to submit a request to the Massachusetts School Building Authority (MSBA) for consideration of funding for a boiler and roof replacement project at Memorial-Spaulding and a roof replacement at Underwood.

This item needs committee review and City Council Authorization before February 12, 2019. This is the due date for the application to MSBA.

2. The purpose and intended outcome of this item is:

- | | |
|--|---|
| <input type="checkbox"/> Fact-finding & discussion | <input type="checkbox"/> Ordinance change |
| <input type="checkbox"/> Appropriation, transfer, | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Expenditure, or bond authorization | <input type="checkbox"/> License or renewal |
| <input type="checkbox"/> Special permit, site plan approval, | <input type="checkbox"/> Appointment confirmation |
| <input type="checkbox"/> Zone change (public hearing required) | <input checked="" type="checkbox"/> Other: <u>Authorization to submit to MSBA</u> |

3. I recommend that this item be assigned to the following committees:

- | | | |
|---|---|--|
| <input type="checkbox"/> Programs & Services | <input checked="" type="checkbox"/> Finance | <input type="checkbox"/> Real Property |
| <input type="checkbox"/> Zoning & Planning | <input type="checkbox"/> Public Safety | <input type="checkbox"/> Special Committee |
| <input checked="" type="checkbox"/> Public Facilities | <input type="checkbox"/> Land Use | <input type="checkbox"/> No Opinion |

4. This item should be taken up in committee:

- Immediately (Emergency only, please). Please state nature of emergency:
- As soon as possible, preferably within a month
- In due course, at discretion of Committee Chair
- When certain materials are made available, as noted in 7 & 8 on reverse
- Following public hearing

5. I estimate that consideration of this item will require approximately:

- One half hour or less
- More than one hour
- More than one meeting
- Up to one hour
- An entire meeting
- Extended deliberation by subcommittee

6. The following people should be notified and asked to attend deliberations on this item. (Please check those with whom you have already discussed the issue, especially relevant Department Heads):

City personnel

Citizens (include telephone numbers/email please)

- | | |
|--|--------------------------------|
| <input checked="" type="checkbox"/> <u>Liam Hurley, Schools x9025</u> | <input type="checkbox"/> _____ |
| <input checked="" type="checkbox"/> <u>Maureen Lemieux, Exec. x1100</u> | <input type="checkbox"/> _____ |
| <input checked="" type="checkbox"/> <u>Josh Morse, Pub. Builings x1600</u> | <input type="checkbox"/> _____ |
| <input checked="" type="checkbox"/> <u>David Stickney, Schools x9000</u> | <input type="checkbox"/> _____ |
| <input checked="" type="checkbox"/> <u>Julie Kirrane, Schools x9025</u> | <input type="checkbox"/> _____ |

7. The following background materials and/or drafts should be obtained or prepared by the Clerk's office prior to scheduling this item for discussion:

- 1. A copy of the material to be Statement of Interest to be submitted to MSBA for Memorial-Spaulding and Underwood
- 2. Form of vote required

8. I have or intend to provide additional materials and/or undertake the following research independently prior to scheduling the item for discussion. *

(*Note to docketer: Please provide any additional materials beyond the foregoing to the Clerk's office by 2 p.m. on Friday before the upcoming Committee meeting when the item is scheduled to be discussed so that Councilors have a chance to review all relevant materials before a scheduled discussion.)

Please check the following:

- 9. I would like to discuss this item with the Chairman before any decision is made on how and when to proceed.
- 10. I would like the Clerk's office to contact me to confirm that this item has been docketed. My daytime phone number is:
- 11. I would like the Clerk's office to notify me when the Chairman has scheduled the item for discussion.

Thank you.



Signature of person docketing the item

[Please retain a copy for your own records]

Memorial - Spaulding Elementary School Final Draft

MSBA Statement of Interest 2019 - Accelerated Repair Program

Potential Project Scope: Accelerated Repair Program - Roof and Boiler

Is this SOI the District Priority SOI? No

School name of the District Priority SOI: Cabot

Is this part of a larger facilities plan? NO

If "YES", please provide the following: Facilities Plan Date:

Planning Firm:

Please provide a brief summary of the plan including its goals and how the school facility that is the subject of this SOI fits into that plan: N/A

Please provide the current student to teacher ratios at the school facility that is the subject of this SOI: 21.1 students per teacher

Please provide the originally planned student to teacher ratios at the school facility that is the subject of this SOI: The district wide average elementary class size has been 22 students per class in the past three decades.

Does the District have a Master Educational Plan that includes facility goals for this building and all school buildings in District? YES

If "YES", please provide the author and date of the District's Master Educational Plan.

Newton has developed Education Plans in conjunction with the Angier and Cabot school building projects (DiNisco Design) that document Newton's educational plan for modern school buildings that support standards for teaching and learning in the 21st century. Standards promote the education, health and well-being of all students; highly effective teaching environments, efficient operations, and anticipate future programmatic change while maintaining standards of performance and reliability

Is there overcrowding at the school facility? NO

If "YES", please describe in detail, including specific examples of the overcrowding.

Has the district had any recent teacher layoffs or reductions? NO

If "YES", how many staff positions were affected? At which schools in the district?

Please describe the types of teacher positions that were eliminated (e.g., art, math, science, physical education, etc.). N/A

Has the district had any recent staff layoffs or reductions? No

If "YES", how many staff positions were affected?

At which schools in the district?

Please describe the types of staff positions that were eliminated (e.g., guidance, administrative, maintenance, etc.).

Please provide a description of the program modifications as a consequence of these teacher and/or staff reductions, including the impact on district class sizes and curriculum. N/A

Please provide a description of the local budget approval process for a potential capital project with the MSBA. Include schedule information (i.e. Town Meeting dates, city council/town council meetings dates, regional school committee meeting dates). Provide, if applicable, the District's most recent budget approval process that resulted in a budget reduction and the impact of the reduction to the school district (staff reductions, discontinued programs, consolidation of facilities).

The FY19 School Committee Approved Budget is \$227,560,263, and includes an \$8.4 million increase, 3.8% over the FY18 budget of \$219,436,486. The budget process began in November 2017 with the approval by the School Committee of the District wide Goals which directs budget priorities. The budget process involves a comprehensive review by district and school administrators of existing and proposed school functions, planning for adjusted costs and future changes or new educational initiatives. The budget process culminates in a public presentation by the Superintendent, public meetings for review specific areas of the budget, public hearings, a school committee straw vote and a final vote of approval. Following the Newton Public Schools' process, the budget is presented to the City Council, reviewed and voted by that body in conjunction with the approval of Newton's operating and capital annual budgets. The FY19 budget continues to support Newton Public Schools core mission to meet the diverse educational, social and emotional needs of all students while narrowing the achievement gap, promoting critical thinking skills, providing mental health supports, and sustaining teacher professional development and collaboration. FY19 budget also maintains the ongoing maintenance of buildings and expands in-district special education facilities.

General Description

BRIEF BUILDING HISTORY: Please provide a detailed description of when the original building was built, and the date(s) and project scopes(s) of any additions and renovations (maximum of 5000 characters).

Memorial-Spaulding Elementary School is 68,775 gsf, is a one-story structure and a lower level. It is sited on 5.59 acres in a residential neighborhood with little room for parking or expansion. Constructed in 1954, Memorial-Spaulding had an addition in 1959 and was further expanded with a new classroom wing in 2002 in coordination with the Massachusetts School Building Authority. The renovation eliminated old modular classrooms, created a new library, replaced windows throughout the building and added accessibility upgrades including an elevator as the lower level has teaching spaces. A School Building Security project was implemented in 2009, funded through a Homeland Security Grant. Electronic access card readers were installed on two exterior doors. All appropriate staff has electronic access via key fob device. In addition, the main entry door is equipped with a video/audio/buzzer access system whereby visitors must provide credentials to enter. Access to the building is secure and records of access by individuals are maintained.

TOTAL BUILDING SQUARE FOOTAGE: Please provide the original building square footage PLUS the square footage of any additions.

The original 1954 building square footage is 50,417 with additions of 8,320 in 1959 and 10,038 in 2002. The current total square footage is 68,775 gsf.

SITE DESCRIPTION: Please provide a detailed description of the current site and any known existing conditions that would impact a potential project at the site. Please note whether there are any other buildings, public or private, that share this current site with the school facility. What is the use(s) of this building(s)? (maximum of 5000 characters).

Memorial-Spaulling Elementary School was built in 1954 and had additions and renovations in 1959 and 2002. The school is 68,775 gsf, has two floors, a main level at grade and a lower level, portions of which are also at grade on the sloping site.. It is sited on 5.59 acres in a residential neighborhood. It has an accessible playground. It abuts a city fields that are used for sports. Parking is bituminous concrete with granite curbs, in good condition. The sidewalk and stairs at the front are in good condition. Minimal wood fencing is around the perimeter, in good condition. Exterior building mounted lighting has been upgraded to LED.

ADDRESS OF FACILITY: Please type address, including number, street name and city/town, if available, or describe the location of the site. (Maximum of 300 characters)

250 Brookline Street, Newton Centre, MA 02459

BUILDING ENVELOPE: Please provide a detailed description of the building envelope, types of construction materials used, and any known problems or existing conditions (maximum of 5000 characters).

The 41,200 s.f. flat roof has sections of hot applied BUR and EPDM. As part of the school renovation/addition a new 6,200 s.f. EPDM roof section was installed. The hot applied BUR section was installed in 1995 and measures 35,000 s.f. Exterior walls are brick veneer with precast concrete panels in good condition. The concrete foundation at original building and addition is in good condition. Windows are aluminum with thermal break and thermal glazing. There are both fixed and awning windows and a metal and single pane storefront at the main entry. Doors are metal, aluminum, aluminum with pebble fiberglass panels. Door hardware is accessible. Exterior steps and ramps are in good condition.

Has there been a Major Repair or Replacement of the EXTERIOR WALLS? No

Year of Last Major Repair or Replacement:(YYYY)

Description of Last Major Repair or Replacement:

Roof Section A

Is the District seeking replacement of the Roof Section? YES

Area of Section (square feet) 35,000

Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe) Hot Applied BUR (built up roof)

Age of Section (number of years since the Roof was installed or replaced) 32

Description of repairs, if applicable, in the last three years. Include year of repair:

There have been repairs for an increasing number of leaks in each of the last three years. In 2015 there was a leak in the Teacher's Lounge area. In 2016, there was a leak in Room 201. In 2017, there were four leaks, one in Room 201, one in Room 203, one in the hallway near Room 202 and one in Room 221. In 2018, there were four leaks, in areas of roof that had been repaired in prior years: Room 221 had 3 leaks simultaneously; the hallway near Room 202; Room 203 and the hallway near Rooms 229 and 234.

Roof Section B

Is the District seeking replacement of the Roof Section? No

Area of Section (square feet) 6,200

Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe)) EPDM

Age of Section (number of years since the Roof was installed or replaced) 17

Description of repairs, if applicable, in the last three years. Include year of repair: N/A

Window Section A (1952)

Is the District seeking replacement of the Windows Section? NO

Windows in Section(count) 256 Fixed & 52 Operable = 304 total count

Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe)) Thermopane

Age of Section (number of years since the Windows were installed or replaced) 17

Description of repairs, if applicable, in the last three years. Include year of repair: N/A

Window Section B (1959)

Is the District seeking replacement of the Windows Section? NO

Windows in Section (count) 54 Fixed & 138 Operable = 192 Total Count

Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe)) Thermopane

Age of Section (number of years since the Windows were installed or replaced) 19

Description of repairs, if applicable, in the last three years. Include year of repair: N/A

Window Section C (2002)

Is the District seeking replacement of the Windows Section? NO

Windows in Section (count) 56 Fixed & 56 Operable = 112 Total Count

Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe)) Thermopane

Age of Section (number of years since the Windows were installed or replaced) 17

Description of repairs, if applicable, in the last three years. Include year of repair: N/A

MECHANICAL and ELECTRICAL SYSTEMS: Please provide a detailed description of the current mechanical and electrical systems and any known problems or existing conditions (maximum of 5000 characters).

The HVAC system is natural gas, steam converted to hot water. A new boiler was installed in 2006 and is in good condition. There is a boiler installed in 1954 which is used only as an emergency backup. There is air conditioning in the main administrative office and the teachers' lounge. The fire alarm system is multi-zone and ADA compliant, with smoke detectors in the library and corridors with door holders and an exterior master box. The building is sprinklered. The telephone system has multiple outside lines. electrical service system is 600 A, 3 phase, 4 wire, 120/208V. The distribution system includes circuit breaker panelboards with conduit and wire feeders in good condition. There is a 100kW diesel exterior generator which serves corridors, stairs and the boilers. The lighting system is generally 2x2 and 2x4 recessed fluorescent in most rooms and surface/suspended wrap around fluorescent in corridors. Energy efficient lamps and electronic ballasts were installed by utilizing a utility company energy conservation program and additional lighting and occupancy sensors were installed in all classrooms as part of a energy

conservation program funded by the City through a state Chapter 25 energy management contract with Noresco. Electrical receptacles are generally standard duplex type, in fair or good condition. Plumbing is original in the older portion of the building and new in the addition. The security system consists of keypads at specific doors, motion detectors in the corridors and high value rooms, exterior doors with monitor switches, and the system notifies UL Central Station. There are electronic entry devices at the two main entry doors which are activated by fob devices for staff. There is a video/audio entry system at the main door for visitors. Classrooms and offices have battery operated clocks, bell tones, and a speaker unit with private switch. Corridors have ceiling speakers, and there is intercom and telephone in offices. The auditorium and gymnasium have independent speaker systems. Information technology systems include data in the classrooms and office areas, wireless access in the library and administrative office.

Boiler Section 1

Is the District seeking replacement of the Boiler? NO

Is there more than one boiler room in the School? NO

What percentage of the School is heated by the Boiler? 100

Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other)

Natural Gas

Age of Boiler (number of years since the Boiler was installed or replaced) 13

Description of repairs, if applicable, in the last three years. Include year of repair:

There have a total of six minor repairs in the past three years; two repairs or tune-up type service in each of the three years. The boiler is in good condition but, at 13 years old, does require more attention to keep it operating in optimal condition.

Boiler Section 2

Is the District seeking replacement of the Boiler? YES

Is there more than one boiler room in the School? NO

What percentage of the School is heated by the Boiler? 100

Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other)

Natural Gas

Age of Boiler (number of years since the Boiler was installed or replaced) 65

Description of repairs, if applicable, in the last three years. Include year of repair:

This boiler is original to the building built in 1954 and is used as an emergency backup boiler. There has been one repair in the last three years for wiring and operational issues which was completed in 2016. This boiler is not reliable enough to heat the building in a back up situation.

Has there been a Major Repair or Replacement of the HVAC SYSTEM? YES

Year of Last Major Repair or Replacement: 2006

Description of Last Major Repair or Replacement:

There were some upgrades during the renovation/addition. A new boiler was installed in 2006. Steam trap replacements were made as part of the NORESKO energy management services conservation contract in 2010.

Has there been a Major Repair or Replacement of the ELECTRICAL SERVICES AND DISTRIBUTION SYSTEM? Yes, as part of the 2002 Renovation and Addition

Year of Last Major Repair or Replacement: 2002

Description of Last Major Repair or Replacement:

New electrical panels and distribution system was installed as part of the 2002 renovation/addition.

BUILDING INTERIOR: Please provide a detailed description of the current building interior including a description of the flooring systems, finishes, ceilings, lighting, etc. (maximum of 5000 characters).

Interior partitions in the corridors are glazed CMU with painted plaster walls above the CMU. Rooms have painted plaster wall and occasional painted brick; with 1x1 ACT on the ceilings. The auditorium floor is painted concrete in good condition with carpet at the aisles. The auditorium walls are plaster with wood paneling wainscot. There are 1x1 ACT on the ceiling. There is a front entry security speaker/buzzer system. Floors are terrazzo, concrete, VCT, VAT, wood, ceramic tile and carpet in good condition. Ceilings are painted plaster, 1x1 ACT, 2x4 ACT and 2x2 ACT in good condition. Doors are solid wood core with metal frames with accessible hardware. Built-in furnishings are minimal in the new addition, but there are some in areas original to the building, made of wood, metal, laminate and ceramic tile, in good condition. Lockers are metal, double tier, 15"x 60" and are in good condition. Typical window treatments are rolling shades. Toilet rooms are glazed CMU, ceramic tile or epoxy floors; ACT or coffered concrete structure ceilings, and metal partitions, in good condition. Stairs are painted concrete with steel nosing; wood/metal hand and guardrails; and some painted metal pipe hand and guardrails in good condition and code compliant at the time of installation. The elevator was installed as part of the renovation/addition in 2002 and is in good condition. The gymnasium has a wooden athletic floor and backstops, painted CMU walls and 1x1 ACT ceiling. The auditorium has a sealed concrete sloped floor. It also has painted plaster wall with wood panel wainscot and 1x1 ACT ceiling. There is a wood platform that functions as a stage which has painted brick walls, fabric curtains and a lift to provide accessibility. The kitchen is a warming kitchen adjacent to the cafeteria space which was adapted from a full-size classroom on the lower level.

PROGRAMS and OPERATIONS: Please provide a detailed description of the current grade structure and programs offered and indicate whether there are program components that cannot be offered due to facility constraints, operational constraints, etc. (maximum of 5000 characters).

The grade structure at Memorial-Spaulding Elementary School is Kindergarten through Grade 5. The Newton Public Schools has articulated specific instructional time allotments for elementary core subjects, which include reading, writing, mathematics, science, social studies and social curriculum. Specialist programs both enhance the core program and provide contractual preparation time for classroom teachers. There are no facility constraints to offering these programs at this time. These programs and time allotments per week are as follows:

- Reading - 300-450 minutes
- Writing - 120-200 minutes
- Mathematics - 225-300 minutes
- Science/Tech Engineering - 90-120 minutes
- Social Studies - 45-120 minutes
- Social Curriculum - 30 minutes
- Art – 45 minutes (K); 50 minutes (Gr.1-4); 60 minutes (Gr.5)
- Music – 30 minutes (K-2, Gr.4-5); 45 minutes including Recorder (Gr. 3) Chorus – 45 minutes (Gr. 4), 60 minutes (Gr.5)
- Physical Education, Health and Wellness - 60 minutes
- Instructional Tech/Library – 30 minutes (K-5)

Utilization of additional space by a psychologist, and rooms for specialists, nurse, administrative offices

EDUCATIONAL SPACES: Please provide a detailed description of the Educational Spaces within the facility, a description of the number and sizes (in square feet) of classrooms, a description of science rooms/labs including ages and most recent updates, a description of the cafeteria, gym and/or auditorium and a description of the media center/library (maximum of 5000 characters).

Memorial-Spaulling Elementary School has Core academic spaces available that are utilized as follows: 22 general core classrooms, 1 Reading Program/Literacy room, 3 Learning Center/English Language Learning/Small Group Instruction rooms, 1 Art room, 1 Music room, and 1 former classroom repurposed as a cafeteria/lunch room.

General Core Classrooms: 22 at an average of 850 nsf

Other Core rooms:

1@ 900 nsf Art room

1@ 900 nsf Music room

In addition there are::

1@ 2,280 nsf Gymnasium with a wood athletic floor and backstops

1@ 3,500 nsf Auditorium which includes a stage that is accessible

1@ 1,200 nsf former classroom used as a Cafeteria

MEMORIAL-SPAULLING ELEMENTARY SCHOOL	# OF CLASSROOMS			
	Full Size CR	Small Size CR	Modular CR	Total
<u>Core Instructional Space</u>				
CORE ACADEMIC SPACES				26
General Classrooms	22			
Reading Program/Literacy	1			
Learning Center, ELL, Small Group Instruction		3		
STUDENT SERVICES				2
Districtwide Special Education				
Small Group Instruction, OT/PT, S&L, Inclusion		2		
ART, MUSIC				2
Art Classroom	1			
Music Classroom	1			
TOTAL INSTRUCTIONAL SPACES				30
CURRENT UTILIZATION				
2018-19 Enrollment			464	
2018-19 Core Classes			22	
# of Core Classrooms Available			23	
Percentage Classroom Utilization			96%	

CAPACITY and UTILIZATION: Please provide the original design capacity and a detailed description of the current capacity and utilization of the school facility. If the school is overcrowded, please describe steps taken by the administration to address capacity issues. Please also describe in detail any spaces that have been converted from their intended use to be used as classroom space (maximum of 5000 characters).

Memorial-Spaulding Elementary School is currently enrolled at 464 students. Five-year enrollment projections are stable with a enrollment projected to slightly decrease to 439 students in 2023-24. Some core spaces are smaller than preferred such as the cafeteria. Using a classroom utilization method for Memorial-Spaulding, Newton considers the school to be at capacity for the next five years.

MAINTENANCE and CAPITAL REPAIR: Please provide a detailed description of the district's current maintenance practices, its capital repair program, and the maintenance program in place at the facility that is the subject of this SOI. Please include specific examples of capital repair projects undertaken in the past, including any override or debt exclusion votes that were necessary (maximum of 5000 characters).

Regular maintenance and preventative maintenance programs are funded annually by the district in accordance with the City of Newton's Charter Maintenance Ordinance with a funding requirement of up to 2% of the prior fiscal year budget. The schools have followed and exceeded this requirement in order to maintain its aging building stock. In addition, capital repairs are undertaken in conjunction with funding from the City of Newton's Capital Improvement Program (CIP) with financing from bonding and/or the use of free cash for one-time expenses. No capital repair projects at the Memorial-Spaulding Elementary School have required override or debt exclusion votes.

Preventative maintenance (PM) and regular repair and maintenance work orders are processed in a web-based electronic system enabling efficiency and data gathering. Custodians receive annual training on PM procedures.

The district's PM program includes: 1) Asbestos inspection every 3 years, 2) Boiler cleaning annually, 3) Elevator inspections, 4) Emergency generator inspections monthly, 5) Fire suppression testing annually, 6) Replacing carpet with vinyl tile, 7) HVAC maintenance including duct cleaning, 8) Infrared roof inspection, 9) Steam trap replacement, 10) Unit vent filter changes 3x/year

The district's Summer Projects program customizes repairs and improvements to each building, including items as painting, flooring, bathroom upgrades and space re-organization to meet enrollment/programmatic demands.

The City's Capital Improvement Program funds larger construction or repair projects from a plan formulated jointly with the Public Buildings Department and include includes the following types of projects district-wide: 1) Construction/additions/renovations, 2) Accessibility improvements, 3) Communication system upgrades, 4) Large-scale masonry repairs/waterproofing, 5) Generators, 6) HVAC system, including replacement of boilers, roof top units, univents Energy efficient lighting installation
Roof/gutter replacements, and 7) Building-wide window/door replacements

Priority 5

Question 1: Please provide a detailed description of the issues surrounding the school facility systems (e.g., roof, windows, boilers, HVAC system, and/or electrical service and distribution system) that you are indicating require repair or replacement. Please describe all deficiencies to all systems in sufficient detail to explain the problem.

Roof

The Built-Up roofing system is over 30 years of age in and represents over 85% of the total roofing area of the building and has experienced numerous leaks over the past years. Repairs have been made, as required to ensure a safe and secure building, but a replacement will be required to permanently stop the leaks. These occasional leaks, that tend to increase during the winter months, disrupt classroom teaching and learning. The number of reported leaks has increased by more than 33% over the past two years as compared to the previous 8 years.

Boiler (1954)

There are two hot water boilers at the Memorial-Spaulding School, one is original to the building when the school was built in 1954 and the other one was installed in 2006. Both boilers are at a point where they require constant attention and repairs to keep them running. While the 2006 boiler has not many failures, should this boiler be down for an extended period of time, the 1954 boiler is not reliable enough to heat the building. The current condition of the 1954 boiler creates a less than ideal learning environment for our students should it fail while being used as an emergency backup boiler to the 2006 boiler. Not only would the replacement of the 1954 boiler stabilize our heating plant, it would also greatly improve the energy efficiency in one our least energy efficient and largest elementary school buildings.

Question 2: Please describe the measures the district has already taken to mitigate the problem/issues described in Question 1 above.

Roof

Repairs have been made as required over the past 10 years to temporarily stop the leaks until such time the roof is replaced. The number of reported leaks has increased by more than 33% over the past two years as compared to the previous 8 years. Inspections have been made over the years to ensure that we identify any potential roofing issues that could cause a major disruption to classroom teaching and learning.

Boiler (1954)

Based on current best practices and Newton's educational mission, educational and building standards that address the reduction of energy consumption have been established as part of the facilities operations plan. Newton Public Schools has hired an HVAC specialist who has initiated a preventative maintenance program for the district's heating equipment. This preventative maintenance has helped the HVAC system to continue to operate, albeit with the need for very frequent maintenance to keep the 1954 boiler operating despite its age of 65 years. In addition, the district has clear policies and procedures for reducing energy use throughout the day and evening: "Heat is not turned on within school buildings until October 15 of each year. During the school day thermostats are kept at the lowest required temperatures. Staff are encouraged to arrange classroom furnishing to maximize distribution of heat. The Superintendent periodically sends out reminders regarding these energy conservation policies."

Question 3: Please provide a detailed explanation of the impact of the problem/issues described in Question 1 above on your district's educational program. Please include specific examples of how the problem prevents the district from delivering the educational program it is required to deliver and how students and/or teachers are directly affected by the problem identified.

Roof

Despite monitoring of roof condition, the roof is at a high risk of failure is high due to its current age of 32 years. The leaks significantly disrupt classroom teaching and learning. There is a particular high risk of failure during the winter months as evidenced by a review of the recent history of roof leaks during the winter months. In case of a major failure, particularly from snow load or catastrophic deterioration/major leak of the roofing system itself, the school would face closure if an extended repair were necessary resulting in a significant loss of instructional time. The City of Newton's roofing service contractor (used by the district), Aqua Barriers has been making repairs for the past 10 years to the Built-Up Roofing System. This roof section is over 30 years of age and has surpassed its useful life of between 20-25 years. Given its age, the roof could suffer a catastrophic deterioration/major leak that could disrupt classroom teaching and learning.

Boiler (1954)

Temperatures and air quality affect student and staff comfort levels. Despite repairs and energy conservation improvements, heat continues to be uneven; some rooms are too hot; others are too cold. Ventilation is below standard and lacking in some spaces. The risk of a catastrophic boiler failure of the only fully functional boiler. Not only would the replacement of the 1954 boiler stabilize our heating plant, it would also greatly improve the energy efficiency in one of our least energy efficient and largest elementary school buildings. On extremely cold days, there is sometimes a need for a second boiler to run to bring the building up to temperature and provide more even heat that will affect student and staff comfort levels.

Question 4: Please describe how addressing the school facility systems you identified in Question 1 above will extend the useful life of the facility that is the subject of this SOI and how it will improve your district's educational program.

Roof

By replacing the roof with a new roofing system, the district will avoid any impact to classroom teaching and learning as well as any additional damage to the interior of the building, i.e., ceiling, walls, flooring as well as furniture, fixtures and equipment. A new roof will provide a leak free environment for between 20-25 years, the useful life of a new roofing system.

Boiler (1954)

A new boiler, would be phase one of a larger modernization of the heating plant and distribution system to current ASHRAE standards and would be a major component in extending the useful life of the building. Appropriate energy efficient controls methodologies coupled with more efficient boilers and pumps allow for better heat distribution, enhanced occupant comfort, and reduced energy loads. Similarly, required air exchange through exhaust fans, heat wheel return of conditioned air, and greater monitoring capabilities aid in extending the useful life. There is an opportunity cost in this scenario whereby other facility systems must compete for dollars. Heating system emergencies take a high priority

over other maintenance concerns. A new boiler will permit a heating system upgrade will reduce the operating cost and allow those dollars to be spent on preventative maintenance and other types of facility improvements.

Please also provide the following:

Have the systems identified above been examined by an engineer or other trained building professional? YES

If "YES", please provide the name of the individual and his/her professional affiliation (maximum of 250 characters):

Josh Morse, Public Buildings Commissioner, his staff and Newton Public Schools Staff have all recommended that the roof be replaced due to continuing leaks and its advanced age of 32 years. Mr. Morse, his staff and Newton Public Schools staff have all recommended that the 1954 boiler be replaced due to its unreliability and advanced age of 65 years.

A summary of the findings (maximum of 5000 characters):

Roof

Various professional staff within the Public Buildings Department, responsible to oversee building maintenance in all city and school facilities as well as professional staff within the School Department, have advised in 2018 that the built-up roofing section of building should be replaced due to its current condition, age of over 30 years and potential catastrophic deterioration/major leak of the roofing system itself. This replacement will prevent a major failure of the buildings infrastructure, particularly from an excessive snow load or catastrophic deterioration/major leak of the roofing system itself. The school would face an extended closure if a major repair were necessary resulting in a significant loss of instructional time. The number of reported leaks has increased by more than 33% over the past two years as compared to the previous 8 years.

Boiler (1954)

Various professional staff within the Public Buildings Department, responsible to oversee building maintenance in all city and school facilities as well as professional staff within the School Department, have advised in 2018 that the 65 year old boiler in the building should be replaced due to its current condition and age. Despite repairs it is far beyond its useful life and creates a catastrophic risk should a boiler failure occur in the 2006 boiler, the only fully functional boiler, making the heating of the entire building to be carried by this old, unreliable boiler. Replacement of the 1954 boiler would stabilize our heating plant, it would also greatly improve the energy efficiency in one our least energy efficient and largest elementary school buildings.

Underwood Elementary School **Final Draft**

MSBA Statement of Interest 2019 - Accelerated Repair Program

Potential Project Scope: Accelerated Repair Program - Roof

Is this SOI the District Priority SOI? No

School name of the District Priority SOI: Cabot

Is this part of a larger facilities plan? No

If "YES", please provide the following: Facilities Plan Date:

Planning Firm:

Please provide a brief summary of the plan including its goals and how the school facility that is the subject of this SOI fits into that plan: N/A

Please provide the current student to teacher ratios at the school facility that is the subject of this SOI: 22.3 students per teacher

Please provide the originally planned student to teacher ratios at the school facility that is the subject of this SOI: The district wide average elementary class size has been 22 students per class in the past three decades.

Does the District have a Master Educational Plan that includes facility goals for this building and all school buildings in District? YES

If "YES", please provide the author and date of the District's Master Educational Plan.

Newton has developed Education Plans in conjunction with the Angier and Cabot school building projects (DiNisco Design) that document Newton's educational plan for modern school buildings that support standards for teaching and learning in the 21st century. Standards promote the education, health and well-being of all students; highly effective teaching environments, efficient operations, and anticipate future programmatic change while maintaining standards of performance and reliability.

Is there overcrowding at the school facility? NO

If "YES", please describe in detail, including specific examples of the overcrowding.

Has the district had any recent teacher layoffs or reductions? No

If "YES", how many staff positions were affected? At which schools in the district?

Please describe the types of teacher positions that were eliminated (e.g., art, math, science, physical education, etc.). N/A

Has the district had any recent staff layoffs or reductions? No

If "YES", how many staff positions were affected?

At which schools in the district?

Please describe the types of staff positions that were eliminated (e.g., guidance, administrative, maintenance, etc.).

Please provide a description of the program modifications as a consequence of these teacher and/or staff reductions, including the impact on district class sizes and curriculum. N/A

Please provide a description of the local budget approval process for a potential capital project with the MSBA. Include schedule information (i.e. Town Meeting dates, city council/town council meetings dates, regional school committee meeting dates). Provide, if applicable, the District's most recent budget approval process that resulted in a budget reduction and the impact of the reduction to the school district (staff reductions, discontinued programs, consolidation of facilities).

The FY19 School Committee Approved Budget is \$227,560,263, and includes an \$8.4 million increase, 3.8% over the FY18 budget of \$219, 436,486. The budget process began in November 2017 with the approval by the School Committee of the FY19 Budget Guidelines. As suggested by the budget guidelines, the budget process involves a comprehensive review by district and school administrators of existing and proposed school functions, planning for adjusted costs and future changes or new educational initiatives. The budget process culminates in a public presentation by the Superintendent, public meetings for review specific areas of the budget, public hearings, a school committee straw vote and a final vote of approval. Following the Newton Public Schools' process, the budget is presented to the City Council, reviewed and voted by that body in conjunction with the approval of Newton's operating and capital annual budgets. The FY19 budget continues to support Newton Public Schools core mission to meet the diverse educational, social and emotional needs of all students while narrowing the achievement gap, promoting critical thinking skills, providing mental health supports, and sustaining teacher professional development and collaboration. FY19 budget also maintains the ongoing maintenance of buildings and expands in-district special education facilities.

General Description

BRIEF BUILDING HISTORY: Please provide a detailed description of when the original building was built, and the date(s) and project scopes(s) of any additions and renovations (maximum of 5000 characters).

Underwood School was built in 1924, and is the City's oldest school building. The school is 43,300 gsf, and has three floors. In 1979, an addition/renovation added 2,300 sf and included an entryway, elevator, and small tutorial rooms. Underwood's library was created during this project as a renovation and contains 1,191 nsf.

TOTAL BUILDING SQUARE FOOTAGE: Please provide the original building square footage PLUS the square footage of any additions.

The original 1924 building square footage is 43,300 gsf . In 1978 a 2,300 sf addition added an elevator, entryway and small tutorial rooms.

SITE DESCRIPTION: Please provide a detailed description of the current site and any known existing conditions that would impact a potential project at the site. Please note whether there are

any other buildings, public or private, that share this current site with the school facility. What is the use(s) of this building(s)? (maximum of 5000 characters).

Underwood Elementary School was built in 1924. The three story building is 43,300 gsf and is located on a 1.01 acre site. There are no other buildings that share the current site with this school facility. The site is border by Eldredge Street, Baldwin Street and City-owned 3.76 acre Farlow Park. There is a bituminous concrete parking lot adjacent to the school's main entrance. Sidewalks are concrete at the front door and the stairs leading in are granite. There is a concrete walk by the parking area and a walk at the rear of the building. The school utilizes the play area and fields in adjacent Farlow Park where there is a 5-12 play structure of timber with steel swings. There is a garden area at the side of the school. There is a concrete paved play area behind the building and a basketball area with benches. There is a wood picnic table at a garden area and granite benches at the entrance. There is chain link fencing is at the perimeter, play area, and garden.

ADDRESS OF FACILITY: Please type address, including number, street name and city/town, if available, or describe the location of the site. (Maximum of 300 characters)

101 Vernon Street
Newton, MA 02458

BUILDING ENVELOPE: Please provide a detailed description of the building envelope, types of construction materials used, and any known problems or existing conditions (maximum of 5000 characters).

Underwood has an 18,020 s.f. flat built up roof which was installed in 1993. Although the metal roof edge is in good condition, there has been increasing reports of leaking. Exterior walls are load bearing masonry with concrete sills and stone detailing at the entries, all original and in good condition. Windows were all replaced in 2001 and are aluminum with thermal break and thermal glazing, both fixed and single-hung. Doors are aluminum with pebble fiberglass panels and metal. Newer doors are in good condition, original doors are in fair condition. Some door hardware is not accessible. Exterior steps and stoops are concrete in fair condition.

Has there been a Major Repair or Replacement of the EXTERIOR WALLS? Yes

Year of Last Major Repair or Replacement: 2006

Description of Last Major Repair or Replacement:

Masonry repointing at the front of the building.

Roof Section A

Is the District seeking replacement of the Roof Section? YES

Area of Section (square feet) 15,720 sf

Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe)

Hot Applied BUR (built up roof)

Age of Section (number of years since the Roof was installed or replaced) 26

Description of repairs, if applicable, in the last three years. Include year of repair:

There have been 26 leaks in Roof Section A in last three years as noted in the maintenance database kept by the Public Buildings and Facilities departments. The gymnasium has sustained the greatest number of

leaks in Roof Section A, 11 leaks out of 26. The remaining 15 leaks were spread throughout the building in classroom, lavatories, offices and corridors. All leaks were patched as they occurred in 2016, 2017 and 2018.

Roof Section B

Is the District seeking replacement of the Roof Section? No

Area of Section (square feet) 2,300 sf

Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe)) EPDM

Age of Section (number of years since the Roof was installed or replaced) 2

Description of repairs, if applicable, in the last three years. Include year of repair:

Replacement of small EPDM section over the tutorial room wing in 2016

Window Section A

Is the District seeking replacement of the Windows Section? NO

Windows in Section (count) 404 operable & 27 fixed = 431 total count

Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe)) Thermopane

Age of Section (number of years since the Windows were installed or replaced) 28

Description of repairs, if applicable, in the last three years. Include year of repair:

Many of the window system's balances and springs due to the poor condition making them hard to open. Many of these windows have been refurbished funded by the district's annual operating budget in 2016, 2017, 2018.

Window Section B

Is the District seeking replacement of the Windows Section? No

Windows in Section (count) 32 operable

Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe)) Thermopane

Age of Section (number of years since the Windows were installed or replaced) 28

Description of repairs, if applicable, in the last three years. Include year of repair: N/A

MECHANICAL and ELECTRICAL SYSTEMS: Please provide a detailed description of the current mechanical and electrical systems and any known problems or existing conditions (maximum of 5000 characters).

The HVAC is steam by natural gas, with classroom unit ventilators . The is A/C in the main administrative office. The distribution system is 83 years old, original, and in poor condition. Both the 2008 and 2002 boilers have new burners. Classroom exhausts run 24/7 although some require repair. The heating system is fair overall. Most of the plumbing is original, in fair to poor condition but most fixtures are accessible. There is no fire sprinkler protection but the building is fully covered by a fire alarm system. Electrical service is 400A, 3 phase, 4 wire, 120/208V, in fair to poor condition. The distribution system consists of circuit breaker panelboards with conduit and wire feeders, in fair to poor condition. There is a 50 year old 15kW indoor generator in the boiler room that serves corridor and stair lighting, and boilers.

Boiler Section 1

Is the District seeking replacement of the Boiler? NO

Is there more than one boiler room in the School? NO

What percentage of the School is heated by the Boiler? 100

Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other) Natural Gas

Age of Boiler (number of years since the Boiler was installed or replaced) 16

Description of repairs, if applicable, in the last three years. Include year of repair:

Routine PM and repairs have been made as required since the installation of the new boilers

Boiler Section 2

Is the District seeking replacement of the Boiler? NO

Is there more than one boiler room in the School? NO

What percentage of the School is heated by the Boiler? 100

Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other)

Natural Gas

Age of Boiler (number of years since the Boiler was installed or replaced) 10

Description of repairs, if applicable, in the last three years. Include year of repair:

Routine PM and minor repairs have been made as required since the installation of the new boilers.

Has there been a Major Repair or Replacement of the HVAC SYSTEM? YES

Year of Last Major Repair or Replacement: 2009

Description of Last Major Repair or Replacement:

A new boiler was installed in 2003 and a second new boiler in 2009. Steam trap improvements as part of the NORESKO energy management services conservation contract in 2010.

Has there been a Major Repair or Replacement of the ELECTRICAL SERVICES AND DISTRIBUTION SYSTEM? Yes

Year of Last Major Repair or Replacement: 1978

Description of Last Major Repair or Replacement:

As part of the 1978 renovation and addition, electrical panels and a portion of the distribution were upgraded as required for the new addition.

BUILDING INTERIOR: Please provide a detailed description of the current building interior including a description of the flooring systems, finishes, ceilings, lighting, etc. (maximum of 5000 characters).

Interior partitions are glazed CMU with painted plaster above in the corridors, and painted plaster for other walls. Basement partitions are painted CMU. Floors are VCT and carpet. Ceilings are 2x4 ACT, 2x2 ACT, and painted plaster. Doors are solid wood core with wire glass in metal frames. Corridor doors are painted metal and frames with wire glass, all original in good condition. A large portion of the door hardware is not accessible. Interior built-in furnishings are wood, metal, and laminate. Painted wooden cubbies serve as lockers. Window treatments are roll down shades. Adult bathrooms are CMU, ceramic tile at the walls and floors. Student bathrooms have ceramic floor tile, ceramic wall tile, epoxy poured floors, and metal partitions. Several toilet rooms do not have the required floor space for accessibility. Stairs are concrete with metal pan construction with VCT, rubber treads on landings, with wood/metal guardrails and handrails. Painted metal pipe is located at newer stairs. The main entry stair is 12' wide. The elevator was installed in 1979, which met code at the time of the installation, and does not meet current accessibility requirements. The gymnasium has a wood athletic floor and backstops with painted brick walls and plaster above. It is original to the building and is in fair condition. The kitchen is for warming only. The library is configured on multiple floors and has several inaccessible areas. The fire alarm system is multi-zone, not ADA compliant. Smoke detectors and door

holders are located in the library, gym, and multipurpose room and corridors. There is an exterior master box. The telephone system has multiple outside lines, but no dial phones are in classrooms. The lighting system is generally 2x4 recessed, with surface/suspended wrap around fluorescents. New energy efficient lamps and electronic ballasts have been provided by the utility company. Receptacles are generally standard duplex type, 50 years old and newer. The security system consists of a keypad at the custodian's door, motion detectors in corridors and some high value rooms, monitor switches on exterior doors, and it notifies UL Central Station. There is a push button at the rear and front entrance, and a bell in administration. There are electronic entry devices at the two main entry doors which are activated by fob devices for staff. There is a video/audio entry system at the main door for visitors. The sound/intercom system is in classrooms and offices, but there are no ceiling speakers in corridors and announcements are not heard throughout. Classrooms and offices have battery operated clocks. Data is located in classrooms and office areas.

PROGRAMS and OPERATIONS: Please provide a detailed description of the current grade structure and programs offered and indicate whether there are program components that cannot be offered due to facility constraints, operational constraints, etc. (maximum of 5000 characters).

The grade structure at Underwood Elementary School is Kindergarten through Grade 5. The Newton Public Schools has articulated specific instructional time allotments for elementary core subjects, which include reading, writing, mathematics, science, social studies and social curriculum. Specialist programs both enhance the core program and provide contractual preparation time for classroom teachers. There are no facility constraints to offering these programs at this time. These programs and time allotments per week are as follows:

- Reading - 300-450 minutes
- Writing - 120-200 minutes
- Mathematics - 225-300 minutes
- Science/Tech Engineering - 90-120 minutes
- Social Studies - 45-120 minutes
- Social Curriculum - 30 minutes
- Art – 45 minutes (K); 50 minutes (Gr.1-4); 60 minutes (Gr.5)
- Music – 30 minutes (K-2, Gr.4-5); 45 minutes including Recorder (Gr. 3) Chorus – 45 minutes (Gr. 4), 60 minutes (Gr.5)
- Physical Education, Health and Wellness - 60 minutes
- Instructional Tech/Library – 30 minutes (K-5)

Additional space is utilized rooms for administrative offices, a psychologist, and specialists, a nurse and tutorial space.

EDUCATIONAL SPACES: Please provide a detailed description of the Educational Spaces within the facility, a description of the number and sizes (in square feet) of classrooms, a description of science rooms/labs including ages and most recent updates, a description of the cafeteria, gym and/or auditorium and a description of the media center/library (maximum of 5000 characters).

Underwood Elementary School has Core academic spaces available that are utilized as follows: 14 general core classrooms, 1 learning center room, 1 English language learning room, 1 small group

instruction room, 1 student services room for small group, OT/PT, speech and language and inclusion, 1 Art room, 1 Music room, and 1 former classroom repurposed as a multipurpose room/cafeteria.

General Core Classrooms: 14 at an average of 751 nsf

Other Core rooms:

1@ 726 nsf Art room

1@ 704 nsf Music room

In addition there are::

1@ 3,850 nsf Gymnasium with a wood athletic floor and backstops

1@ 1,540 nsf former classroom used as a Multipurpose room/cafeteria

Underwood School has a library space that is configured on multiple levels with a lower level footprint of approximately 1,200 nsf and total space of approximately 3,000 nsf including upper level platforms.

UNDERWOOD ELEMENTARY SCHOOL		# OF CLASSROOMS		
<u>Core Instructional Space</u>	Full Size CR	Small Size CR	Modular CR	Total
<u>CORE ACADEMIC SPACES</u>				19
General Classrooms	14			
Reading Program/Literacy				
Learning Center, ELL, Small Group Instruction	3	2		
<u>STUDENT SERVICES</u>				5
Districtwide Special Education		3		
Small Group Instruction, OT/PT, S&L, Inclusion	1	1		
<u>ART, MUSIC</u>				2
Art Classroom	1			
Music Classroom	1			
TOTAL INSTRUCTIONAL SPACES				26
<u>CURRENT UTILIZATION</u>				
2017-18 Enrollment			284	
2017-18 Core Classes			14	
# of Core Classrooms Available			15	
Percentage Classroom Utilization			93%	

CAPACITY and UTILIZATION: Please provide the original design capacity and a detailed description of the current capacity and utilization of the school facility. If the school is overcrowded, please describe steps taken by the administration to address capacity issues. Please also describe in detail any spaces that have been converted from their intended use to be used as classroom space (maximum of 5000 characters).

Memorial-Spaulding Elementary School is currently enrolled at 464 students. Five-year enrollment projections are stable with an enrollment projected to slightly decrease to 439 students in 2023-24.. Some

core spaces are smaller than preferred such as the cafeteria. Using a classroom utilization method for Memorial-Spaulling, Newton considers the school to be at capacity for the next five years.

MAINTENANCE and CAPITAL REPAIR: Please provide a detailed description of the district's current maintenance practices, its capital repair program, and the maintenance program in place at the facility that is the subject of this SOI. Please include specific examples of capital repair projects undertaken in the past, including any override or debt exclusion votes that were necessary (maximum of 5000 characters).

Regular maintenance and preventative maintenance programs are funded annually by the district in accordance with the City of Newton's Charter Maintenance Ordinance with a funding requirement of up to 2% of the prior fiscal year budget. The schools have followed and exceeded this requirement in order to maintain its aging building stock. In addition, capital repairs are undertaken in conjunction with funding from the City of Newton's Capital Improvement Program (CIP) with financing from bonding and/or the use of free cash for one-time expenses. No capital repair projects at the Underwood Elementary School have required override or debt exclusion votes.

Preventative maintenance (PM) and regular repair and maintenance work orders are processed in a web-based electronic system enabling efficiency and data gathering. Custodians receive annual training on PM procedures.

The district's PM program includes: 1) Asbestos update inspection every 6 months and a full re-inspection every 3 years, 2) Boiler cleaning annually, 3) Elevator inspections, 4) Emergency generator inspections monthly, 5) Fire suppression testing annually, 6) Replacing carpet with vinyl tile, 7) HVAC maintenance including duct cleaning, 8) Infrared roof inspection, 9) Steam trap replacement, 10) Unit vent filter changes 3x/year.

The district's Summer Projects program customizes repairs and improvements to each building, including items as painting, flooring, bathroom upgrades and space re-organization to meet enrollment/programmatic demands.

The City's Capital Improvement Program funds larger construction or repair projects from a plan formulated jointly with the Public Buildings Department and include includes the following types of projects district-wide: 1) Construction/additions/renovations, 2) Accessibility improvements, 3) Communication system upgrades, 4) Large-scale masonry repairs/waterproofing, 5) Generators, 6) HVAC system, including replacement of boilers, roof top units, univents, 7) Energy efficient lighting installation, 8) Roof/gutter replacements, and 9) Building-wide window/door replacements.

Priority 5

Question 1: Please provide a detailed description of the issues surrounding the school facility systems (e.g., roof, windows, boilers, HVAC system, and/or electrical service and distribution system) that you are indicating require repair or replacement. Please describe all deficiencies to all systems in sufficient detail to explain the problem.

A 2,300 sf section of the building's roof (Roof Section B), which had been plagued with leaks in various areas, has been replaced. Roof Section A has also been plagued with leaks and has had 26 leaks in the past three years, all requiring patching. There have been over 100 patches in this section over the years.

Question 2: Please describe the measures the district has already taken to mitigate the problem/issues described in Question 1 above.

Roof Section A is currently experiencing numerous leaks and is scheduled to be replaced within the next 1-2 years. The City of Newton's roofing service contractor (used by the district), Aqua Barriers has been making numerous repairs for the past 3-4 years. This roof, installed in 1993, has over 100 patches from various leaks over the years.

Question 3: Please provide a detailed explanation of the impact of the problem/issues described in Question 1 above on your district's educational program. Please include specific examples of how the problem prevents the district from delivering the educational program it is required to deliver and how students and/or teachers are directly affected by the problem identified.

Despite monitoring of roof conditions, the roof in Section A has reached its useful life and is at a high risk of failure is high. The occasional leaks disrupt classroom teaching and learning. There is a particularly high risk of failure during the winter months as evidenced by a review of the recent history of roof leaks during the winter months. In case of a major failure, from a variety of weather related threats, the school would face closure if an extended repair were necessary resulting in a significant loss of instructional time.

Question 4: Please describe how addressing the school facility systems you identified in Question 1 above will extend the useful life of the facility that is the subject of this SOI and how it will improve your district's educational program.

The roof in Section A, which has reached its useful life, is scheduled for replacement in the upcoming 1-2 years. This replacement will give the district potentially 20-25 years of a leak free learning environment. The funds previously allocated to make required repairs to the leaks will be able to be reallocated for other school maintenance issues.

Please also provide the following:

Have the systems identified above been examined by an engineer or other trained building professional? YES

If "YES", please provide the name of the individual and his/her professional affiliation (maximum of 250 characters):

Josh Morse, Public Buildings Commissioner, his staff and Newton Public Schools Staff have all recommended that the roof be replaced due to continuing leaks and its advanced age. The City of Newton's roofing service contractor (used by the district), Aqua Barriers, has been making numerous

repairs for the past 3-4 years. This roof which is 26 years of age and has over 100 patches from various leaks over the years.

A summary of the findings (maximum of 5000 characters):

Aqua Barriers and various professional staff within the Public Buildings Department and the Newton Public Schools have advised in 2018 that the 1993 roof in this section of building have reached its useful life should be replaced due to its current condition and age. There is a high risk of failure during the winter months as evidenced by a review of the recent history of roof leaks during the winter months. In case of a major failure the school would face closure if an extended repair were necessary resulting in a significant loss of instructional time.



RUTHANNE FULLER
MAYOR

City of Newton, Massachusetts
Office of the Mayor

Telephone
(617) 796-1100

Telefax
(617) 796-1113

TDD
(617) 796-1089

E-mail
rfuller@newtonma.gov

RECEIVED
Newton City Clerk
2018 DEC 31 PM 3:12
December 31, 2018
RUTHANNE FULLER, MAYOR
NEWTON, MA 02459

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

Councilors:

I write to request that your Honorable Council docket for consideration a request to accept and expend the sum of \$100,000 from State Fiscal Year 2019 Legislative Earmark Funds to be used to conduct a feasibility study on the renovation, expansion and new construction of the Newton Senior Center.

Thank you for your consideration of this matter.

Sincerely,

Ruthanne Fuller
Mayor

Jonathan Yeo

From: Jayne Colino
Sent: Thursday, October 4, 2018 5:09 PM
To: Jonathan Yeo; Maureen Lemieux; Joshua R. Morse
Subject: Fwd: SFY19 EARMARK CONTRACT
Attachments: Newton Contract.doc; Newton Prog & Budget.doc

This is the paperwork for earmark from Senator Creek for NewCAL. Please let me know how you want to proceed and what I can do to be helpful. Thanks.

Jayne Colino
Director, Newton Department of Senior Services

RECEIVED
Newton City Clerk
2019 JAN -2 PM 4:36
DAVID A. CHART, CMC
Newton, MA 02459

From: O'Connell, Stacey (EHS) <stacey.o'connell@state.ma.us>
Sent: Tuesday, October 2, 2018 4:58:52 PM
To: Jayne Colino
Cc: Malone, Carole (EHS); Coyle, Siobhan (ELD); Vianello, Alessandro (ELD); Conneely, Peggy (EHS); Zhang, Jini (ELD); Schmarsow, Emmett (EHS)
Subject: SFY19 EARMARK CONTRACT

Good afternoon Ms. Colino,

As you may know, you are a recipient of State Fiscal Year 2019 Legislative Earmark Funds for your city or town. Included on this note please find your contractual documents and guidance for the contract execution.

A scope of services detailing the use of funding (as noted in the earmark language of the SFY19 Budget), along with a budget and budget narrative/justification (supporting the budget) must be returned with the signed signature pages to the contract. The narrative/justification is to explain how the budget costs were determined. Kindly mail 2 (two) original copies of the above listed documents (contract signature page, program cover page, budget page & budget narrative) to my contact information listed below.

Please also note, once ELD receives the executed contract, a separate email will be issued providing you billing instructions along with your individual invoice worksheet. In order to be reimbursed under this contract, an authorized invoice form attached with the backup documentation supporting the costs incurred is required.

Kindly ensure executed contracts are placed in the mail no later than Tuesday, October 23rd. Please let me know if you are unable to meet this deadline.

If you should have any questions or concerns, feel free to contact me directly.

Stacey Anne O'Connell
Executive Office of Elder Affairs
1 Ashburton Place, Rm. 517
Boston, MA 02108

(P) 617-222-7419
(F) 617-727-9368

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM #34



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at <https://www.macomptroller.org/> under Forms.

CONTRACTOR LEGAL NAME: City of Newton (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4,T&C): 1000 Commonwealth Ave, Newton, MA 02459		Business Mailing Address: Room 517, 1 Ashburton Place, Boston, MA 02108	
Contract Manager: Jayne Colino		Billing Address (if different):	
E-Mail: jcolino@newtonma.gov		Contract Manager: Stacey Anne O'Connell	
Phone: 617-796-1671	Fax:	E-Mail: Stacey.O'Connell@state.ma.us	
Contractor Vendor Code: VC6000192120		Phone: 617-222-7419	Fax: 617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): SFY2019EARMARKNEWTON	
		RFR/Procurement or Other ID Number: Legislative Exempt	
<p align="center"><u>X</u> NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)</p> <p><input checked="" type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)</p>		<p align="center"><u> </u> CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <i>Prior</i> to Amendment: <u> </u>, 20 <u> </u>.</p> <p>Enter Amendment Amount: \$ <u> </u>. (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</p> <p><input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)</p>	
<p>The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.</p> <p><input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services</p>			
<p>COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.</p> <p><input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)</p> <p><input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ 100,000.</p>			
<p>PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)</p>			
<p>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: SFY19 Earmark funding is awarded to conduct a feasibility study on the renovation, expansion and new construction of the Newton Senior Center. All approved obligations incurred prior to the effective date of this agreement (for which payment obligations have been triggered) and are intended to be part of this agreement, are to be funded from the total amount awarded under this agreement</p>			
<p>ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:</p> <p><input type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and no obligations have been incurred prior to the <u>Effective Date</u>.</p> <p><input type="checkbox"/> 2. may be incurred as of <u> </u>, 20<u> </u>, a date LATER than the <u>Effective Date</u> below and no obligations have been incurred prior to the <u>Effective Date</u>.</p> <p><input checked="" type="checkbox"/> 3. were incurred as of July 1, 2018, a date PRIOR to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.</p>			
<p>CONTRACT END DATE: Contract performance shall terminate as of June 30, 2019, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.</p>			
<p>CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u>, this Standard Contract Form including the <u>Instructions and Contractor Certifications</u>, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.</p>			
<p>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</p> <p>X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: _____</p> <p>Print Title: _____</p>		<p>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</p> <p>X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: <u>Alessandro Vianello</u></p> <p>Print Title: <u>Chief Financial Officer</u></p>	



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section **ONLY** if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department): Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See Amendments, Suspensions, and Termination Policy."

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment

under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F; G.L. c.30, § 39R; G.L. c.149, § 27C; G.L. c.149, § 44C; G.L. c.149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at **least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c.153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16 s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term

"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies") (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.



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Office of the Mayor

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RUTHANNE FULLER
MAYOR

December 31, 2018
RECEIVED
Newton City Clerk
2018 DEC 31 PM 3:12
Shirley A. O'Brien, Clerk
Newton, MA 02459

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

Councilors:

I write to request that your Honorable Council docket for consideration a request to transfer the sum of \$1,300,000 from June 30, 2018 Certified Free Cash to fund the continuation of Feasibility Study/Schematic Design and Site Plan Approval for the Lincoln Eliot/Newton Early Childhood Program.

Specific uses of these funds are detailed in the attached letter from Joshua Morse, Commissioner of Public Buildings.

Thank you for your consideration of this matter.

Sincerely,

Ruthanne Fuller
Mayor

1/3/2019

The Public Buildings Department requests funds needed for the Feasibility Study/Schematic Design and Site Plan Approval for the LE/NECP project in the amount of \$1,300,000.

	BO #283-18	Funds Requested	
OPM	80,000.00	170,850.00	*
Designer	100,000.00	877,200.00	**
Other	-	58,000.00	
Site/Environmental	20,000.00	193,950.00	***
		<hr/>	
Current Request	200,000.00	1,300,000.00	

* OMP fees: LE 102,510.00

NECP 68,340.00

** Designer fees: LE 473,500.00

NECP 403,700.00

*** Consultants: Include surveys, geotech, hazmat testing, traffic, testing