

PROPOSAL

Crescent Street

Affordable Housing & Playground Expansion

All key documents are posted on the CPC's webpage for this proposal:

www.newtonma.gov/gov/planning/cpa/projects/crescent.asp



IN THIS FILE:

proposal sponsor submissions to CPC

- ♦ December 2017 development budgets, with vs. without elevator
- ♦ February 2018 non-Newton funding sources explored, with reasons why this project could not qualify for each
- ♦ February 2018 calculations comparing per-unit, per-bedroom and per-square-foot costs and Newton public funding for this project with past CPA-supported projects in Newton
- ♦ February 2018 Planning Dept. summary of property management strategy, with December 2017 property manager RFP and distribution list

**CRESCENT STREET HOUSING AND
REVEREND FORD PLAYGROUND EXPANSION
PROJECT DEVELOPMENT BUDGET**

WITH ELEVATOR



Formula correction 22 Dec 2017,
A. Ingerson & J. Morse

| USES | | | | |
|--|----------------------|----------------------|----------------------|----------------------|
| Description | Housing | Park | Total | Other |
| HARD COSTS | | | | |
| Direct Construction | | | | |
| Housing/Housing Site Total | \$ 3,618,310 | \$ - | \$ 3,618,310 | \$ - |
| Appliances | \$ 50,230 | \$ - | \$ 50,230 | \$ - |
| Park Total | \$ - | \$ 888,497 | \$ 888,497 | \$ - |
| Utilities | \$ 221,186 | \$ 139,316 | \$ 360,502 | |
| Earthwork by others | \$ - | \$ - | \$ - | \$ 132,380 |
| Direct Construction Total | \$ 3,889,726 | \$ 1,027,813 | \$ 4,917,539 | \$ 132,380 |
| Existing Building Demolition | \$ - | \$ - | \$ - | \$ 92,000 |
| Hazmat Abatement | \$ - | \$ - | \$ - | \$ 132,000 |
| General Conditions, O&P, P&P Bond, BRI | \$ - | \$ - | (Incl.) | \$ - |
| Escalation | \$ - | \$ - | (Incl.) | \$ - |
| Construction Contingency @ 5% | \$ 194,486 | \$ 56,838 | \$ 251,324 | \$ 6,619 |
| Hard Costs Total | \$ 4,084,212 | \$ 1,084,651 | \$ 5,168,863 | \$ 362,999 |
| SOFT COSTS | | | | |
| OPM | | | | |
| OPM & Housing Consultant | \$ 174,846 | \$ 59,847 | \$ 234,693 | \$ - |
| Design & Engineering | | | | |
| Architectural and Engineering fees | \$ 336,740 | \$ 115,260 | \$ 452,000 | \$ - |
| Additional Consultants (HERS) | \$ 10,850 | \$ - | \$ 10,850 | \$ - |
| Professional Services | | | | |
| Hazmat | \$ 11,432 | \$ 11,432 | \$ 22,863 | \$ 18,000 |
| Survey (Additional) | \$ 7,750 | \$ 4,025 | \$ 11,775 | |
| Materials Testing | \$ 14,900 | \$ 5,100 | \$ 20,000 | \$ - |
| Geotechnical | \$ 9,145 | \$ 6,695 | \$ 15,840 | |
| Fixtures, Furnishings & Equipment | | | | |
| Furnishings & Playground Equipment | \$ - | \$ - | \$ - | \$ - |
| Project Related Expenses | | | | |
| Utility Back Charges | \$ 7,450 | \$ 2,550 | \$ 10,000 | \$ - |
| Admin & Printing Cost | \$ 15,000 | \$ - | \$ 15,000 | \$ - |
| City Staff Time | | | \$ - | \$ 202,500 |
| Non GC Construction Work | \$ 10,000 | \$ - | \$ 10,000 | \$ - |
| Marketing/Initial Rent-up | \$ 5,000 | \$ - | \$ 5,000 | \$ - |
| Affordable Monitoring | \$ 2,520 | \$ - | \$ 2,520 | \$ - |
| Soft Cost Contingency | | | | |
| Soft Cost Contingency | \$ 30,282 | \$ 10,245 | \$ 40,527 | \$ - |
| Soft Costs Total | \$ 635,914.64 | \$ 215,153.85 | \$ 851,068.49 | \$ 220,500.00 |
| Total Project Budget | \$4,720,127 | \$1,299,805 | \$6,019,932 | \$583,499 |

| FUNDING SOURCES | | | | |
|-----------------|---------------------|---------------------|---------------------|-------------------|
| Description | Housing | Park | Total | Other |
| CPA * | \$ 1,635,000 | \$ 1,300,000 | \$ 2,935,000 | \$ - |
| Work by Others | \$ - | \$ - | \$ - | \$ 380,999 |
| City Staff Time | \$ - | \$ - | \$ - | \$ 202,500 |
| Bond | \$ 2,200,000 | \$ - | \$ 2,200,000 | \$ - |
| Cash | \$ 885,127 | \$ (195) | \$ 884,932 | \$ - |
| Total | \$ 4,720,127 | \$ 1,299,805 | \$ 6,019,932 | \$ 583,499 |

Notes and Assumptions:

* CPA Funding includes \$260,000 appropriated for feasibility and design and \$100,000 for site assessment
City Funding includes \$298,500 appropriated for feasibility and design and \$100,000 for site cleanup

**CRESCENT STREET HOUSING AND
REVEREND FORD PLAYGROUND EXPANSION
PROJECT DEVELOPMENT BUDGET **WITHOUT ELEVATOR****

| USES | | | | |
|--|----------------------|----------------------|----------------------|----------------------|
| Description | Housing | Park | Total | Other |
| HARD COSTS | | | | |
| Direct Construction | | | | |
| Housing/Housing Site Total | \$ 3,148,310 | \$ - | \$ 3,148,310 | \$ - |
| Appliances | \$ 50,230 | \$ - | \$ 50,230 | \$ - |
| Park Total | \$ - | \$ 888,497 | \$ 888,497 | \$ - |
| Utilities | \$ 221,186 | \$ 139,316 | \$ 360,502 | \$ - |
| Earthwork by others | \$ - | \$ - | \$ - | \$ 132,380 |
| Direct Construction Total | \$ 3,419,726 | \$ 1,027,813 | \$ 4,447,539 | \$ 132,380 |
| Existing Building Demolition | \$ - | \$ - | \$ - | \$ 92,000 |
| Hazmat Abatement | \$ - | \$ - | \$ - | \$ 132,000 |
| General Conditions, O&P, P&P Bond, BRI | \$ - | \$ - | (Incl.) | \$ - |
| Escalation | \$ - | \$ - | (Incl.) | \$ - |
| Construction Contingency @ 5% | \$ 170,986 | \$ 56,838 | \$ 227,824 | \$ 6,619 |
| Hard Costs Total | \$ 3,590,712 | \$ 1,084,651 | \$ 4,675,363 | \$ 362,999 |
| SOFT COSTS | | | | |
| OPM | | | | |
| OPM & Housing Consultant | \$ 174,846 | \$ 59,847 | \$ 234,693 | \$ - |
| Design & Engineering | | | | |
| Architectural and Engineering fees | \$ 336,740 | \$ 115,260 | \$ 452,000 | \$ - |
| Additional Consultants (HERS) | \$ 10,850 | \$ - | \$ 10,850 | \$ - |
| Professional Services | | | | |
| Hazmat | \$ 11,432 | \$ 11,432 | \$ 22,863 | \$ 18,000 |
| Survey (Additional) | \$ 7,750 | \$ 4,025 | \$ 11,775 | \$ - |
| Materials Testing | \$ 14,900 | \$ 5,100 | \$ 20,000 | \$ - |
| Geotechnical | \$ 9,145 | \$ 6,695 | \$ 15,840 | \$ - |
| Fixtures, Furnishings & Equipment | | | | |
| Furnishings & Playground Equipment | \$ - | \$ - | \$ - | \$ - |
| Project Related Expenses | | | | |
| Utility Back Charges | \$ 7,450 | \$ 2,550 | \$ 10,000 | \$ - |
| Admin & Printing Cost | \$ 15,000 | \$ - | \$ 15,000 | \$ - |
| City Staff Time | \$ - | \$ - | \$ - | \$ 202,500 |
| Non GC Construction Work | \$ 10,000 | \$ - | \$ 10,000 | \$ - |
| Marketing/Initial Rent-up | \$ 5,000 | \$ - | \$ 5,000 | \$ - |
| Affordable Monitoring | \$ 2,520 | \$ - | \$ 2,520 | \$ - |
| Soft Cost Contingency | | | | |
| Soft Cost Contingency | \$ 30,282 | \$ 10,245 | \$ 40,527 | \$ - |
| Soft Costs Total | \$ 635,914.64 | \$ 215,154.15 | \$ 851,068.49 | \$ 220,500.00 |
| Total Project Budget | \$4,226,627 | \$1,299,805 | \$5,526,432 | \$583,499 |
| Cost Per Unit | \$528,328 | | | |

| FUNDING SOURCES | | | | |
|-----------------|---------------------|---------------------|---------------------|-------------------|
| Description | Housing | Park | Total | Other |
| CPA * | \$ 1,400,000 | \$ 1,300,000 | \$ 2,700,000 | \$ - |
| Work by Others | \$ - | \$ - | \$ - | \$ 380,999 |
| City Staff Time | \$ - | \$ - | \$ - | \$ 202,500 |
| Bond | \$ 2,200,000 | \$ - | \$ 2,200,000 | \$ - |
| Cash | \$ 626,627 | \$ (195) | \$ 626,432 | \$ - |
| Total | \$ 4,226,627 | \$ 1,299,805 | \$ 5,526,432 | \$ 583,499 |

Notes and Assumptions:

* CPA Funding includes \$260,000 appropriated for feasibility and design and \$100,000 for site assessment
City Funding includes \$298,500 appropriated for feasibility and design and \$100,000 for site cleanup

CRESCENT STREET DEVELOPMENT
OPERATING PROFORMA WITH ELEVATOR
 DECEMBER 5, 2017
 NEWTON, MA

| | Year 1 - Untrended | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 |
|---|--------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Operating Income (Trending 2%) | | | | | | | | | | |
| Apartment Rental Income | \$ 202,344 | \$ 206,391 | \$ 210,519 | \$ 214,729 | \$ 219,024 | \$ 223,404 | \$ 227,872 | \$ 232,430 | \$ 237,078 | \$ 241,820 |
| Other Income | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total Income | \$ 202,344 | \$ 206,391 | \$ 210,519 | \$ 214,729 | \$ 219,024 | \$ 223,404 | \$ 227,872 | \$ 232,430 | \$ 237,078 | \$ 241,820 |
| Less Unit Vacancy (5%) | \$ (10,117) | \$ (10,320) | \$ (10,526) | \$ (10,736) | \$ (10,951) | \$ (11,170) | \$ (11,394) | \$ (11,621) | \$ (11,854) | \$ (12,091) |
| Effective Gross Income | \$ 192,227 | \$ 196,071 | \$ 199,993 | \$ 203,993 | \$ 208,072 | \$ 212,234 | \$ 216,479 | \$ 220,808 | \$ 225,224 | \$ 229,729 |
| Operating Expenses (Trending 3%) | | | | | | | | | | |
| Management Fee/Administration | \$ 24,463 | \$ 25,196 | \$ 25,952 | \$ 26,731 | \$ 27,533 | \$ 28,359 | \$ 29,210 | \$ 30,086 | \$ 30,988 | \$ 31,918 |
| Maintenance | \$ 21,812 | \$ 22,466 | \$ 23,140 | \$ 23,835 | \$ 24,550 | \$ 25,286 | \$ 26,045 | \$ 26,826 | \$ 27,631 | \$ 28,460 |
| Utilities (CA) | \$ 7,853 | \$ 8,088 | \$ 8,331 | \$ 8,581 | \$ 8,838 | \$ 9,104 | \$ 9,377 | \$ 9,658 | \$ 9,948 | \$ 10,246 |
| Taxes | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Resident Services | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ 3,607 | \$ 3,715 | \$ 3,826 | \$ 3,941 | \$ 4,060 | \$ 4,181 | \$ 4,307 | \$ 4,436 | \$ 4,569 | \$ 4,706 |
| Monitoring Fee | \$ 1,600 | \$ 1,648 | \$ 1,697 | \$ 1,748 | \$ 1,801 | \$ 1,855 | \$ 1,910 | \$ 1,968 | \$ 2,027 | \$ 2,088 |
| Capital Reserves | \$ 2,400 | \$ 2,472 | \$ 2,546 | \$ 2,623 | \$ 2,701 | \$ 2,782 | \$ 2,866 | \$ 2,952 | \$ 3,040 | \$ 3,131 |
| Elevator | \$ 2,800 | \$ 2,884 | \$ 2,971 | \$ 3,060 | \$ 3,151 | \$ 3,246 | \$ 3,343 | \$ 3,444 | \$ 3,547 | \$ 3,653 |
| Total Operating Expenses | \$ 64,534 | \$ 66,470 | \$ 68,464 | \$ 70,518 | \$ 72,634 | \$ 74,813 | \$ 77,057 | \$ 79,369 | \$ 81,750 | \$ 84,202 |
| Net Operating Income | \$ 127,693 | \$ 129,601 | \$ 131,528 | \$ 133,474 | \$ 135,439 | \$ 137,421 | \$ 139,421 | \$ 141,439 | \$ 143,474 | \$ 145,526 |
| Debt Service (\$2,200,000 @3.75% for 30yrs) | \$ 122,263 | \$ 122,263 | \$ 122,263 | \$ 122,263 | \$ 122,263 | \$ 122,263 | \$ 122,263 | \$ 122,263 | \$ 122,263 | \$ 122,263 |
| Net Cash Flow | \$ 5,430 | \$ 7,338 | \$ 9,265 | \$ 11,211 | \$ 13,176 | \$ 15,158 | \$ 17,158 | \$ 19,176 | \$ 21,211 | \$ 23,263 |
| DSCR | 1.04 | 1.06 | 1.08 | 1.09 | 1.11 | 1.12 | 1.14 | 1.16 | 1.17 | 1.19 |

12/4/2017

| Unit Mix Summary 4-Two Bed, 4-Three Bed UNIT MIX SUMMARY | | | | | |
|--|------------|------|-------------|---------------|-------------------|
| Floor 1 | | | | | |
| Unit Type | # of Units | AMI | Average NRA | Monthly Total | Annual Total |
| 2 bed, 1 bath | 1 | 80% | 1,000 | \$ 1,514 | \$ 18,165 |
| 2 bed, 1 bath | 1 | MR | 1,000 | \$ 2,844 | \$ 34,128 |
| 3 bed, 1.5 bath | 1 | 60% | 1,250 | \$ 1,217 | \$ 14,604 |
| 3 bed, 1.5 bath | 1 | 120% | 1,250 | \$ 2,768 | \$ 33,216 |
| | 4 | | 1,033 | | \$ 100,113 |
| Floor 2 | | | | | |
| Unit Type | # of Units | AMI | Average NRA | Monthly Total | Annual Total |
| 2 bed, 1 bath | 1 | 120% | 1,000 | \$ 2,548 | \$ 30,576 |
| 2 bed, 1 bath | 1 | 60% | 1,000 | \$ 1,152 | \$ 13,818 |
| 3 bed, 1.5 bath | 1 | 80% | 1,250 | \$ 1,620 | \$ 19,437 |
| 3 bed, 1.5 bath | 1 | MR | 1,250 | \$ 3,200 | \$ 38,400 |
| | 4 | | 1,033 | | \$ 102,231 |
| Total | 8 | | | | \$ 202,344 |

CPC staff note:
 NRA = net rentable
 area (square feet)

Affordable Unit Rents Decreased by Newton Housing Authority Section 8 Utility Allowances

| <u>EOHED</u> | | <u>Source</u> | <u>Eligibility/Purpose</u> | <u>Newton Eligible</u> |
|------------------------|---|--|--|------------------------|
| | Affordable Housing Development Financing | Affordable Housing Trust Fund | | |
| | | Capital Improvement and Preservation Fund | For Preservation | N |
| | | Chapter 40R (Smart Growth Zoning Act) | multifamily | |
| | | Commercial Area Transit Node Housing Program | Not less than 51% of the units must benefit persons earning less than 80% AMI, total amount of CATNHP funds requested can't exceed \$750,000. Projects must be in commercial area if under 25 units, near transit node if over 25 units. | |
| | | Community Preservation Act | Newton has CPA | |
| | | Home Investment Partnership | Newton would have to work with developer | |
| | | Housing Stabilization Fund | Newton in cooperation with developer | |
| | | Low-Income Housing Tax Credit Program | Doesn't fit into timeline | |
| | | MassWorkds Infrastructure Program | Provides public infrastructure funding | |
| | | Neighborhood Housing Services Program | | |
| | | Urban Center Housing Tax Increment Financing Program | If City is owner tax exemptions not beneficial | |
| | | Mixed-Use Development/Transis Oriented Development | Chapter 40R (Smart Growth Zoning Act) | Described above |
| | Chapter 43D (Expedited Permitting) | | Commercial and industrial development | |
| | Commercial Area Transi Node Housing Program | | Described above | |
| | Community Development Block Grant | | | |
| | District Improvemtn Financing | | | |
| | Economic Development Fund | | Not eligible to entitlement communities | |
| | Economic Development Incentive Program | | Businesses | |
| | Housing Development Incentive Program | | For gateway municipality and a tax incentive | |
| | I-Cubed | | For public infrastructure | |
| | MassWorks Infastructure Program | | | |
| <u>DHDC Guidelines</u> | | | | |
| | | Affordable Housing Trust Fund | Described Above | |
| | | Chapter 167 (Special Needs Housing) | | |
| | | Chapter 200 (Veterans' Housing) | | |
| | | Chapter 667 (Elderly Low Income Housing) | | |
| | | Chapter 689 (Special Needs Housing) | | |
| | | Chapter 705 (Family Low Income Housing) | | |
| | | DHCD Capital Improvement and Preservation Fund (CIPF) | Described Above | |
| | | DHCD Commercial Area Transit Node Housing Program (CATNHP) | Described Above | |
| | | DHCD Community Development Block Grant (CDBG) | | |
| | | DHCD Facilities Consolidation Fund (FCF) | DMH or DDS Housing | |

| | | | |
|--|--|---|--|
| | DHCD Homeownership Opportunity Program (HOP) | Not for Rental Housing | |
| | DHCD Housing Innovations Fund (HIF) | Funding for nonprofit, "alternative forms of housing" | |
| | DHCD Housing Stabilization Fund (HSF) | | |
| | DHCD Local Initiative Program (LIP) | Recomending | |
| | DHCD Mass Rental Voucher Program (MRVP) Project Based Vouchers Only | | |
| | DHCD Tax Exempt Local Loans to Encourage Rental Housing (TELLER) | | |
| | DMH Community Based Housing (Group Homes) | | |
| | DMR Community Based Housing (Group Homes) | | |
| | MGL Chapter 40R (Smart Growth Zoning Act) | | |
| | Massachusetts Low Income Housing Tax Credits (LIHTC) | | |
| | Massachusetts Housing Partnership Fund (MHP) MATCH Program | for profit and non profit borrows | |
| | Massachusetts Housing Partnership Fund (MHP) Permanent Rental Financing Program | for profit and non profit borrows | |
| | EOT Transit Oriented Development (TOD) Infrastructure & Housing Support Program | | |
| | MassDevelopment Tax-Exempt Bond Programs | | |
| | MassHousing Chapter 13A Interest Reduction Subsidy Program | | |
| | MassHousing Chapter 236 Program | | |
| | MassHousing Elder Choice | | |
| | MassHousing Elder Mixed Income Program | | |
| | MassHousing Housing Starts | | |
| | MassHousing Mixed-Income (Taxable/Tax-Exempt) Financing Program | | |
| | MassHousing Multi-Family Rental | | |
| | Independence | | |
| | MassHousing Rental Development Action Loan (RDAL) | | |
| | MassHousing State Housing Assistance for Rental Production (SHARP) | | |
| | FHLBB Affordable Housing Program (AHP) | | |
| | FHLBB New England Fund (NEF) | | |
| | Federal Low Income Housing Tax Credit Program (LIHTC) | | |
| | HUD CDBG (Homeowner Rehabilitation in some cases) | | |
| | HUD Federal Public Housing | | |
| | HUD HOME Program (Rental Production, Project-Based Homeownership, Homeowner Rehab) | | |

Eligible State Subsidy Programs

| | | | | |
|--|-----------------------------------|---|--|--|
| | Eligible Federal Subsidy Programs | HUD Section 202 (Supportive Housing for the Elderly) | | |
| | | HUD Section 221(d)(3) | | |
| | | HUD Section 231 | | |
| | | HUD Section 236 | | |
| | | HUD Section 8 Demo Dispo (administered by MassHousing) | | |
| | | HUD Section 8 Mark-to-Market (administered by MassHousing) | | |
| | | HUD Section 8 Moderate Rehabilitation Program (some units administered through DHCD) | | |
| | | HUD Section 8 Moderate Rehabilitation Single Room Occupancy (SRO) Program | | |
| | | HUD Section 8 New Construction | | |
| | | HUD Section 8 Project Based Assistance | | |
| | | HUD Section 8 Project-Based Rental Certificate Program | | |
| | | HUD Section 8 Substantial Program | | |
| | | HUD Section 811 (Supportive Housing for Persons with Disabilities) | | |
| | | HUD Shelter Plus Care (Project-Based Rental Assistance and SRO-Based Assistance only) | | |
| | | USDA Rural Housing Service (RHS) Rural Rental Housing 515 Program | | |

Accessibility & Architectural Barrier Removal Grants

| <u>Name</u> | <u>URL</u> | <u>Eligible?</u> | <u>Comments</u> |
|--|--|-----------------------------------|--|
| Municipal ADA Improvement Grant | http://www.mass.gov/anf/employment-equal-access-disability/oversight-agencies/mod/municipal-ada-improvement-grant.html | Maybe | <ul style="list-style-type: none"> • Need to be Commonwealth Compact Community • Need to have ADA Transition Plan |
| HUD – Public Housing Capital Fund | https://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/ph/capfund | If partner with Housing Authority | <ul style="list-style-type: none"> • Open to Public Housing Agencies (housing authorities) • Funds provided annually via formula • Unsure if property needs to be considered <i>Public Housing</i> by HUD definitions • Cut by 67% in FY18 Federal Budget |
| HUD – Public Housing Operating Fund | https://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/ph/am/eligibility https://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/ph/am | If partner with Housing Authority | <ul style="list-style-type: none"> • Open to Public Housing Agencies (housing authorities) • Unsure if property needs to be considered <i>Public Housing</i> by HUD definitions • Cut by 12% in FY18 Federal Budget |
| HUD – Public Housing Operating Financing Fund | https://portal.hud.gov/hudportal/documents/huddoc?id=offpguidancefnl042916.pdf | If partner with Housing Authority | <ul style="list-style-type: none"> • Housing Authorities can borrow private capital to finance development and modernization of public housing • use a portion of its Operating Fund reserves to collateralize financings and pay debt service and financing costs • includes public-housing mixed-finance developments |
| CDBG - Architectural Barrier Removal | http://www.mass.gov/hed/community/funding/community-development-block-grant-cdbg.html | No | <ul style="list-style-type: none"> • Newton is an Entitlement Community & not eligible for competitive grants • Program cut in FY18 Federal Budget |
| Disabled Access Credit | https://adata.org/faq/what-funding-assistance-available-removing-barriers-and-accommodating-customers-disabilities | No | <ul style="list-style-type: none"> • For businesses only • New construction not eligible • Planned alterations & renovations not eligible |

Accessibility & Architectural Barrier Removal Grants

| | | | |
|---|---|----|---|
| USDA Rural Housing Home Repair Loan and Grant Program | https://www.rd.usda.gov/programs-services/single-family-housing-repair-loans-grants | No | <ul style="list-style-type: none"> • Single family homes only • Rural areas only |
| Specially Adapted Housing (SAH) Grant | http://www.benefits.va.gov/homeloans/adaptedhousing.asp | No | <ul style="list-style-type: none"> • Veterans only |
| Special Housing Adaption (SHA) Grant | http://www.benefits.va.gov/homeloans/adaptedhousing.asp | No | <ul style="list-style-type: none"> • Veterans only |
| Home Improvements and Structural Alterations (HISA) | https://www.payingforseniorcare.com/longtermcare/resources/veterans-directed-hcbs.html | No | <ul style="list-style-type: none"> • Veterans only |
| Veteran Directed Home & Community Based Services (VD-HCBS) Program | http://www.bc.edu/schools/gssw/nrcpds/help/programdev/vd-hcbs.html | No | <ul style="list-style-type: none"> • Veterans only |
| Rebuilding Together / Heroes at Home | https://rebuildingtogether.org/ | No | <ul style="list-style-type: none"> • Veterans only • Funds labor & materials only |



MEMO

| | |
|--------------|---|
| TO: | Crescent Street Working Group |
| FROM: | Kerin Shea |
| DATE: | 12/14/17 |
| RE: | MA Housing Choice Initiative Program |

The Baker administration recently announced the Housing Choice Initiative Program, an incentive program that rewards municipalities which have achieved certain housing goals and/or enacted certain best practices reducing barriers to housing development within its community. The Department of Housing & Community Development will be responsible for reviewing municipalities' applications for Housing Choice certification. The Ciccolo Group has spoken with the Housing Choice Program Director at DHCD, and are poised to set up a meeting for Town staff, to review the details of the program.

Once a municipality has been certified as a Housing Choice community, the incentives offered include bonus points for a dozen or so other state grant programs (everything from PARC & LAND grants to MassWorks Infrastructure grants), as well as a new Housing Choice Grant Program. This new program has not been released yet, as the details are still being fleshed out. More information on this particular grant is targeted for release in spring 2018. This new competitive grant awards funds to Housing Choice designated communities for capital projects ***"...based on the project's nexus with housing, the municipality's housing production record, and sustainable growth policies that go beyond the housing choice best practices criteria requirements."***

Although the final details of the Housing Choice grant program are unknown, and the anticipated timeline with the Crescent Street project does not align, there are many advantages to Newton's becoming a Housing Choice certified community. Newton will be more competitive for many state grants, such as Massworks (for underground utility improvements for Crescent Street); however, impacts to the timeline must be seriously considered, due to the extreme competitive nature of these grants.

Housing Choice Designation Criteria

The Housing Choice Designation Application process will open in January 2018. After Review, DHCD anticipates that it will announce the list of 2018 Housing Choice Communities in early April. These communities will receive bonus points for all grant programs with awards between May 2018 and April 2019, and may apply for the Housing Choice Grant round, which is anticipated to open in the **second half of 2018.**

The Housing Choice Designation recognizes communities that have achieved production targets and set policies that encourage future sustainable growth. **In order to apply, municipalities need records of permitting over the past 5 years, as well as evidence of the best practice policies cited to complete the application.**

All municipalities are eligible for Housing Choice Designation. Municipalities can either apply through one of two paths: High Production or Production & Planning.

High Production:

Demonstrated increase in housing stock by at **least 5%** or **500 units** over the **last 5 years**;

Production and Planning:

Demonstrated increase in housing stock by at **least 3%** or **300 units** over the **last 5 years AND** meet **at least 4 of following best practices**, one of which must be related to affordability:

1. Designated local resources for housing such as established an Affordable Housing Trust, donated land, or appropriated substantial CPC funds for community housing
2. Selected a housing best practice as part of its Community Compact
3. Have achieved a minimum of 10% of housing stock as affordable according to the subsidized housing inventory
4. Have adopted zoning that allows mixed use or cluster development by right (or can demonstrate a pattern of approving such developments)
5. Have zoning that allows for accessory dwelling units by right (or can demonstrate a pattern of approving such developments)
6. Have zoning that provides for inclusionary housing with reasonable increases in density
7. Have an approved 40R district, participate in the Housing Development Incentive Program or have adopted an Urban Center Housing Tax Increment Financing district
8. Have at least one zoning district that allows multifamily by right with capacity to add units and that allows for family housing
9. Have a certified housing Production Plan

Municipalities will have to submit documentation of achievement, including housing production data and relevant zoning codes and bylaws.

Participating Grant Programs

Communities that attain the Housing Choice Designation will receive **bonus points or other beneficial evaluation metrics** in consideration for the following grant programs:

| Grant Program, (Agency) | Description | Consideration for Housing Choice Designation |
|---|---|---|
| MassWorks, (HED) | Grants to municipalities funding infrastructure investments that support economic development and housing production | Bonus points for grant evaluation score for Housing Choice designation |
| PARC grant Program including Gateway Cities PARC (EEA) | Grants for acquisition of land for parks and construction of community parks and trails in Gateway Cities | Bonus points for grant evaluation score for Housing Choice designation; <u>possible</u> reduction in local match requirement for Gateway PARC program |
| LAND grant program, (EEA) | Grants for acquisition of land for open space preservation and recreation | Bonus points for grant evaluation score for Housing Choice designation |
| Clean Water Trust, (TRE/DEP) | 2% interest loans for water pollution abatement and drinking water infrastructure projects | Additional subsidy below 2% interest rate, reducing debt service costs for communities |
| Seaport Council Grants, (HED) | Grants for planning and infrastructure related to Marine Economy in the 78 Coastal Communities. | Bonus points for grant evaluation score for Housing Choice designation |
| Library Construction Grants, (BLC/A&F) | Design grants and matching construction grants for library renovations. | Housing Choice designation is <u>being considered</u> for additional subsidy and/or as a proxy for additional population |
| Complete Streets (MassDOT) | Grants to communities for technical assistance and some construction funding to implement Complete Streets principles | Bonus points for grant evaluation score for Housing Choice designation |
| School Building Authority, (TRE) | Grants to support the construction and major renovation of School Buildings | Housing Choice designation is <u>being considered</u> for additional subsidy |
| MassDOT Capital Program | MassDOT expansion and reconstruction projects | Housing Choice designation will be used for 1/2 of economic impact score when evaluating discretionary investments |

Technical Assistance

To assist municipalities to achieve Housing Choice status, MassHousing will provide \$2 million in planning assistance to help cities and towns achieve their affordable housing goals under Chapter 40B through its new “Planning for Production” program. In addition, DHCD will coordinate existing technical assistance and provide “one-stop shopping” for information about technical assistance grants for local governments.

An Act to Promote Housing Choices

In tandem with the Housing Choice Initiative Program, the Baker Administration has created new legislation aimed at making it easier to build housing that supports transit-oriented development, revitalizes downtowns, uses existing infrastructure, preserves natural land where possible, and avoids unnecessary environmental impacts by lowering barriers to sustainable housing production and adoption of planning and zoning best practices, while respecting the role of **local decision-making**.

Massachusetts had previously required a super-majority (2/3 vote of the municipality's legislative body) to enact or change zoning laws. In order to facilitate adoption of zoning best practices and appropriate housing production, an Act to Promote Housing Choices lowers the voting threshold to a simple majority vote (51%) for **specific** best practices.

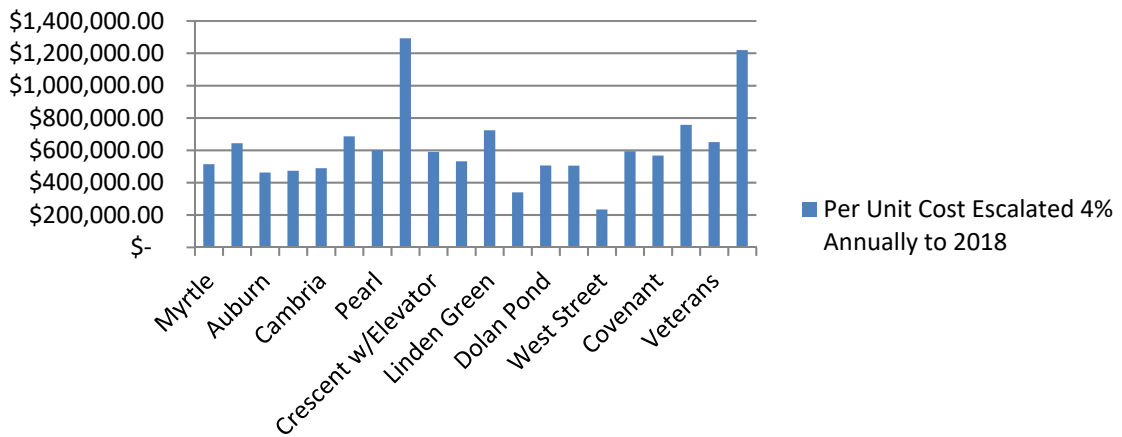
This legislation does **not** mandate that any city/town adopt any of these zoning best practices; it simply removes the barrier of having to convince a supermajority of the legislative body to adopt them. In addition, the legislation authorizes adjacent municipalities to enter into agreements for sites that span multiple communities. The reduction affects the following:

- Reducing dimensional requirements, such as minimum lot sizes, to allow homes to be built closer together.
- Reducing required parking ratios, which can lower the cost of building new housing and accommodate development on a smaller footprint.
- Creating mixed-use zoning in town centers, and creating multi-family and starter home zoning in town centers, near transit, and in other smart locations.
- Adopting “Natural Resource Protection Zoning” and “Open Space Residential Development.” These zoning techniques allow the clustering of new development while protecting open space or conservation land.
- Adopting provisions for Transfer of Development Rights (TDR), which protects open space while creating more density in suitable locations.
- Adopting 40R “Smart Growth” zoning, which provides incentives for dense, mixed-use development in town centers, near transit, and in other “smart” locations.
- Allowing accessory dwelling units or “in-law” apartments – small apartments in the same building or on the same lot as an existing home.
- Allowing for increased density through a Special Permit process promoting more flexible development.

Housing Projects - Total Development Cost (TDC) & Public Subsidy Comparisons (p. 1 of 4)
 based on data from Newton Community Preservation Committee website

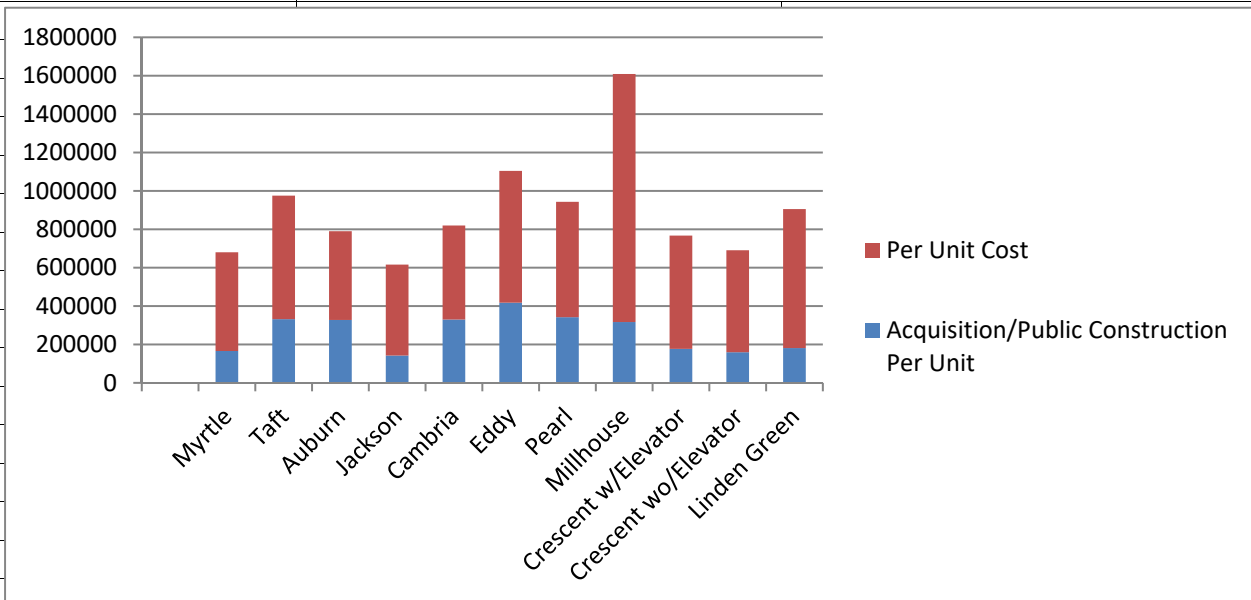
| | Per Unit Cost Escalated 4% Annually to 2018 | Per Bedroom Cost Escalated 4% Annually to 2018 | Square Foot Cost Escalated 4% Annually to 2018 |
|----------------------|--|---|---|
| Myrtle | \$ 514,337.00 | \$ 240,024.00 | \$ 471.00 |
| Taft | \$ 643,439.00 | \$ 257,375.00 | \$ 547.00 |
| Auburn | \$ 462,226.00 | \$ 284,447.00 | \$ 495.00 |
| Jackson | \$ 473,829.00 | \$ 473,829.00 | \$ 465.00 |
| Cambria | \$ 489,645.00 | \$ 244,823.00 | \$ 566.00 |
| Eddy | \$ 686,435.00 | \$ 274,574.00 | \$ 417.00 |
| Pearl | \$ 600,942.00 | \$ 300,470.00 | \$ 536.00 |
| Millhouse | \$ 1,292,203.00 | \$ 484,576.00 | \$ 959.00 |
| Crescent w/Elevator | \$ 590,016.00 | \$ 236,006.00 | \$ 433.00 |
| Crescent wo/Elevator | \$ 531,266.00 | \$ 212,506.00 | \$ 390.00 |
| Linden Green | \$ 724,112.00 | \$ 301,713.00 | \$ 543.00 |
| Watertown | \$ 339,588.00 | \$ 339,588.00 | \$ 460.00 |
| Dolan Pond | \$ 506,457.00 | \$ 151,937.00 | \$ 541.00 |
| Pelham Street | \$ 505,268.00 | \$ 505,268.00 | \$ 862.00 |
| West Street | \$ 234,261.00 | \$ 234,261.00 | \$ 370.00 |
| Wyman Street | \$ 594,097.00 | \$ 297,048.00 | \$ 552.00 |
| Covenant | \$ 567,694.00 | \$ 378,462.00 | \$ 605.00 |
| Lexington | \$ 757,490.00 | \$ 261,203.00 | \$ 522.00 |
| Veterans | \$ 650,070.00 | \$ 260,028.00 | \$ 405.00 |
| Falmouth/Jackson | \$ 1,218,847.00 | \$ 487,538.00 | \$ 1,035.00 |
| | | | |
| | | | |
| | | | |

Per Unit Cost Escalated 4% Annually to 2018



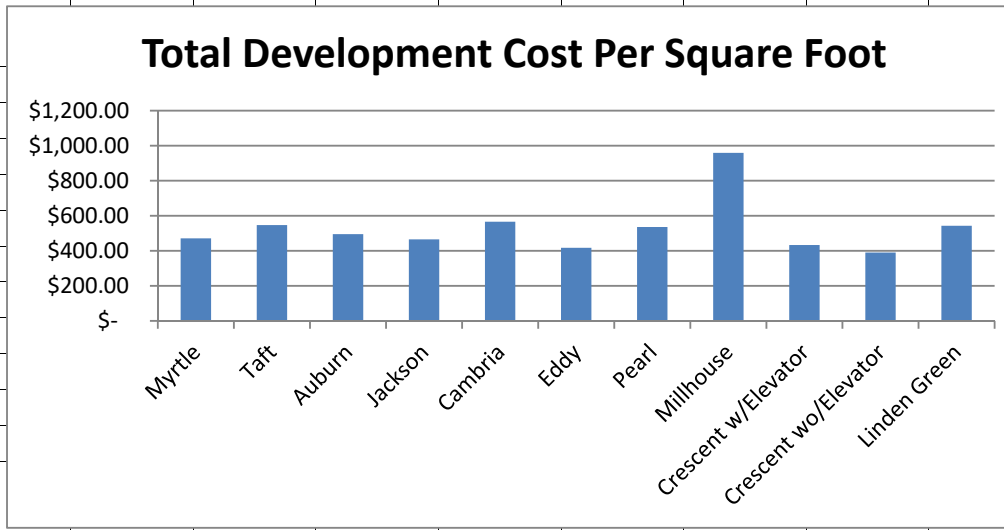
Housing Projects - Total Development Cost (TDC) & Public Subsidy Comparisons (p. 2 of 4)
 based on data from Newton Community Preservation Committee website

| | Acqisition/Public Construction Costs Per Unit Escalated at 4% annually to 2018 | Per Unit Cost Escalated at 4% annually to 2018 |
|---|---|---|
| Myrtle | \$ 165,837.00 | \$ 514,337.00 |
| Taft | \$ 331,834.00 | \$ 643,439.00 |
| Auburn | \$ 327,600.00 | \$ 462,226.00 |
| Jackson | \$ 142,148.00 | \$ 473,829.00 |
| Cambria | \$ 329,888.00 | \$ 489,645.00 |
| Eddy | \$ 417,555.00 | \$ 686,435.00 |
| Pearl | \$ 342,142.00 | \$ 600,942.00 |
| Millhouse | \$ 316,665.00 | \$ 1,292,203.00 |
| Crescent w/Elevator | \$ 177,004.00 | \$ 590,016.00 |
| Crescent wo/Elevator | \$ 159,379.00 | \$ 531,266.00 |
| Linden Green | \$ 181,159.00 | \$ 724,112.00 |
| Public Consstruciton is assumed to be 30% of the total development cost | | |

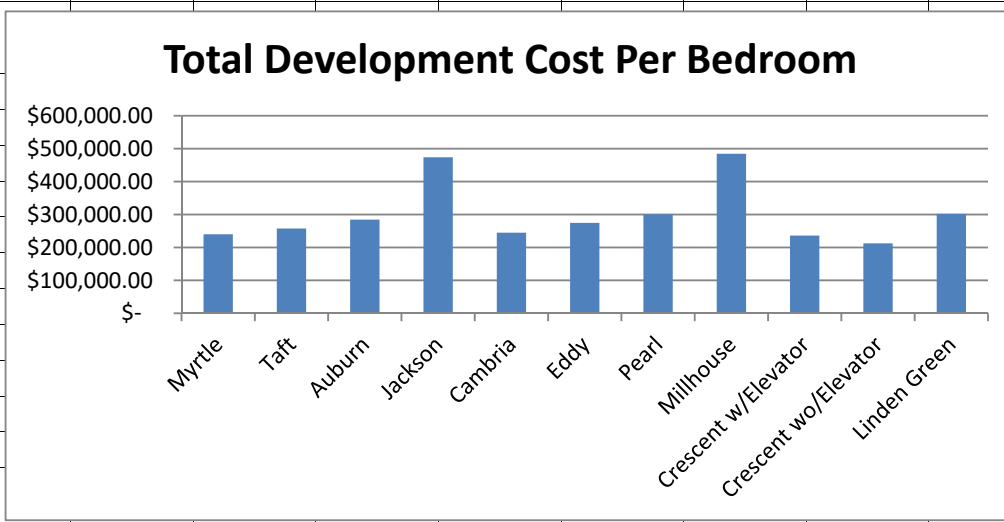


Housing Projects - Total Development Cost (TDC) & Public Subsidy Comparisons (p. 3 of 4)
 based on data from Newton Community Preservation Committee website

| | Total Development Cost Per Square Foot |
|----------------------|---|
| Myrtle | \$ 471.00 |
| Taft | \$ 547.00 |
| Auburn | \$ 495.00 |
| Jackson | \$ 465.00 |
| Cambria | \$ 566.00 |
| Eddy | \$ 417.00 |
| Pearl | \$ 536.00 |
| Millhouse | \$ 959.00 |
| Crescent w/Elevator | \$ 433.00 |
| Crescent wo/Elevator | \$ 390.00 |
| Linden Green | \$ 543.00 |



| | Total Development Cost Per Bedroom |
|----------------------|---|
| Myrtle | \$ 240,024.00 |
| Taft | \$ 257,375.00 |
| Auburn | \$ 284,447.00 |
| Jackson | \$ 473,829.00 |
| Cambria | \$ 244,823.00 |
| Eddy | \$ 274,574.00 |
| Pearl | \$ 300,470.00 |
| Millhouse | \$ 484,576.00 |
| Crescent w/Elevator | \$ 236,006.00 |
| Crescent wo/Elevator | \$ 212,506.00 |
| Linden Green | \$ 301,713.00 |



Note that all projects are escalated at 4% annually from construction through 2018, to allow for a fair comparison to the Crescent Street Project. Annual escalation is based on average annual escalation for the greater Boston area, and this information was obtained from independent cost estimators, and RS Means.



Ruthanne Fuller
Mayor

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Department of Planning and Development
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TDD/TTY
(617) 796-1089
www.newtonma.gov

Barney S. Heath
Director

MEMORANDUM

Date: February 2, 2018 *Submitted to CPC 5 February 2018*

TO: Community Preservation Committee

FROM: Barney Heath, Director, Planning and Development Department
Amanda Berman, Housing Development Planner

CC: Alice Ingerson, Community Preservation Program Manager
Josh Morse, Commissioner of Public Buildings

SUBJECT: 70 Crescent Street Residential Property Management Services RFP

The purpose of this memorandum is to detail the Planning Department's understanding of why no bids were received for the Residential Property Management Services for the Rental Housing Development proposed at 70 Crescent Street; and to lay out our plan for reissuing the RFP.

The RFP was released by the City's Purchasing Department on December 7, 2017 and advertised on the Central Register and the City's website. Additionally, the RFP was sent to approximately 70 property management firms who were listed on the RFP Bid List, provided by the Planning Department.

The bid closed on January 11, 2018 at 10:00 am. Unfortunately, no responses were received by that time. We believe the following factors may have affected the lack of response:

- While many of the services included in the scope of services provided in the RFP (listed below) are standard for residential property management, a number of the requirements are specific to the management of deed-restricted affordable units, a specialized expertise that many of the firms may lack.
- The small scale of the project (only 8 units) may have also been a deterrent for many of the mid-size to larger firms.
- The release of the bid in early December during the holiday season may have negatively affected our ability to solicit a strong number of responses.
- The fact that the project is still in its infancy stages may have prevented some firms from taking interest (at the time of the release of the bid, occupancy was not expected for over a year and a half).
- The short term of the contract (one year from the date of execution and renewable for two, one-year extensions, subject to the City's approval) may have been unattractive to firms seeking a longer-term, more sustainable relationship.

Given these factors, we are reaching out to a handful of smaller firms with experience in managing smaller properties that include affordable units to get a sense of why they did not respond to the original bid. Our findings will determine what level of change we make to the RFP, and if we should split the scope of services between two different bids: one bid for the more standard property management services, and one for the management of the services that are directly related to marketing, leasing, and re-certification of the affordable units (we have highlighted those services in yellow below).

We plan to make a decision regarding the direction we will take by the end of this month. From there, we would issue an updated RFP (or two different RFP's) in March, close the bid period in April, and choose a firm or firms in May 2018.

Scope of Services from RFP:

The Property Management Services will include, but are not limited to the following duties and responsibilities:

1. Proactive daily maintenance and operations of property.
2. Development of marketing materials (print and digital) to promote tenant interest in the property.
3. Creation and execution of an affirmative marketing plan and tenant selection plan for affordable units that are consistent with the City of Newton and Massachusetts Dept. of Housing and Community Development (DHCD) requirements.
4. Setting rents for conventional market-rate multifamily units according to market demand, as well as maximum affordable rents for affordable units; and preparing a market analysis for the property, establishing fair market rental value during each rental period.
5. Management of all new tenant intake including: initial lease-up (to include DHCD approved lottery for affordable units) activities, applicant-screening and eligibility, tenant selection, and establishing and maintaining a waiting list.
6. Compliance with appropriate DHCD or other state agency regulations related to the management of affordable housing units.
7. Drafting of all tenant rules and regulations (to be reviewed and approved by the City).
8. Development of lease (to be reviewed and approved by the City) and lease execution, including explaining the lease and all attachments.
9. Collection of rent and charges in addition to rent.
10. Enforcement of lease terms.
11. Lease renewals and evictions.
12. Annual re-examinations of income and household size for the affordable and middle-income units, and provide annual reports to the City detailing this information.
13. Development of annual unit inspections report and execution of annual unit inspections.
14. Unit turnover responsibilities, including preparing vacated units for re-leasing.
15. Development of maintenance schedule and full maintenance repair of the property, including addressing tenant issues and ability to immediately address health and safety concerns.

16. Routine maintenance of property including common area (inside and outside), trash removal, landscaping, pest control, and snow removal for sidewalks, outdoor stairways, roadway and parking, to be completed in-house or by an outside vendor.
17. Monitoring and coordination of necessary inspections of property's systems and infrastructure.
18. Providing tenants with 24 hour emergency telephone contact numbers for emergency repairs.
19. Ordering and purchase of all required supplies and services.
20. Yearly inspection of property, including a capital asset assessment and the development of an annual management plan and recommendations for maintenance needed.
21. Full fiscal management responsibilities including preparing annual operating budgets, monthly financial reporting and adhering to approved and authorized (by City) budget amounts. The City reserves the right to request further information from Contractor.
22. Provide information and reports to the City as necessary.
23. From the date of the execution of the contract provide advice and assistance to the City, as needed, with respect to the design and construction of the Housing Project.

**CITY OF NEWTON
PURCHASING DEPARTMENT**

***RESIDENTIAL PROPERTY MANAGEMENT SERVICES FOR RENTAL
HOUSING DEVELOPMENT
OWNED BY THE CITY OF NEWTON***

REQUEST FOR PROPOSAL:

**Residential Property Management Services for Rental Housing Development
at 70 Crescent Street, Newton, Massachusetts**

REQUEST FOR PROPOSAL #18-49

Proposal Opening Date: January 11, 2018 at 10:00a.m.

**DECEMBER 2017
Setti D. Warren, Mayor**

CITY OF NEWTON
PURCHASING DEPARTMENT
REQUEST FOR PROPOSALS #18-49

The City of Newton (City) invites sealed proposals from Property Managers for:

**RESIDENTIAL PROPERTY MANAGEMENT SERVICES FOR AN EIGHT-UNIT MIXED-INCOME
RENTAL HOUSING DEVELOPMENT OWNED BY THE CITY OF NEWTON,
LOCATED AT 70 CRESCENT STREET, NEWTON, MASSACHUSETTS**

Proposals will be received until: **10:00 a.m., January 11, 2018**
at the Purchasing Department, Room 201, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for proposals, a list will be created of all proposers names received and will be posted to the City's website: www.newtonma.gov/bids .

Contract Documents will be available on line at www.newtonma.gov/bids or for pickup at Newton City Hall, Room 201, Purchasing Department, 1000 Commonwealth Avenue, Newton Centre, MA 02459 after **10:00 a.m., December 7, 2017**.

There will be no charge for contract documents.

Award will be made to the most advantageous proposer for services.

The term of the contract **shall extend for one year from the date of execution** and renewable for two, one-year extensions. The renewal period will be subject to approval at the City's discretion.

All proposals are subject to the provisions of M.G.L. c.30B, §6.

All proposals shall be submitted as follows: **(i) one (1) original, three (3) paper copies of the Technical Proposal, and (ii) one (1) ORIGINAL COPY of the Price Proposal.**

All City bids are available on the City's web site at www.newtonma.gov/bids. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening.

Addenda will be available online with the original bid document as separate files. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 or email to purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

In the event that any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to persons requiring 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. For Telecommunications Relay Service, please dial 711.

CITY OF NEWTON



Nicholas Read
Chief Procurement Officer
December 7, 2017

PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL No. 18-49

**RESIDENTIAL PROPERTY MANAGEMENT SERVICES FOR
AN EIGHT-UNIT MIXED-INCOME RENTAL HOUSING DEVELOPMENT
OWNED BY THE CITY OF NEWTON,
LOCATED AT 70 CRESCENT STREET, NEWTON, MASSACHUSETTS**

I. DECISION TO USE COMPETITIVE SEALED PROPOSALS

The Chief Procurement Officer has determined that in order to select the most advantageous proposal for Residential Property Management Services (“Services”) related to the City-owned rental housing development located at 70 Crescent Street, Newton, Massachusetts, comparative judgments of technical factors, in addition to price, will be necessary for the following reasons:

1. 70 Crescent Street is the first housing project that the City has solely developed and retained ownership of, and therefore, represents the first time the City has sought to hire a residential Property Management firm to oversee the daily management and maintenance of such a project.
2. The Scope of Services is complex and requires experience not only with standard rental apartment property management, but also the marketing, leasing, and monitoring of affordable housing units, in compliance with the Massachusetts Department of Housing and Community Development requirements.
3. Given the scope and scale of this important project, the City’s robust investment in the project, and the City’s lack of experience in managing such a project and residential property management firm, we believe it is critical to hire a firm based more on its qualifications and experience rather than its price proposal, and therefore, request the opportunity to do such through the RFP process.

The City believes that the individual(s)/firm serving in this capacity must have a broad range of experience in residential property management services for mixed-income rental housing. The City’s evaluation committee shall review, evaluate and rate each proposer’s technical information. After this rating has been reviewed and accepted, the City will open price proposals. The City will award a contract, if at all, to the proposer the City determines most advantageous based on the technical and price proposals.

II. INTRODUCTION

Currently the City is developing an eight (8) unit, mixed-income rental housing project on City-owned land, located at 70 Crescent Street, Newton, Massachusetts (“City”). As part of housing project, the City is also expanding an existing small community park, the Reverend Ford Playground, adjacent to the new housing development. Services requested for this contract are solely for the property associated with the housing portion of the project (“Housing Project”), not the City’s park.

Construction of the Housing Project is expected to begin in the fall of 2018 and will last for approximately twelve to fifteen months. The housing units are expected to be ready for occupancy in the spring of 2019.

The City, as owner of the property, is seeking a qualified residential property manager, hereafter the “Contractor,” to provide property management services for the Housing Project, an eight (8) unit, mixed-income rental housing development, including both affordable and market-rate units. At least four (4) of the units will be affordable to households with annual incomes less than 80% AMI; however, at this time, the City is looking at the following affordability mix of the units: two (2) units at 60% AMI, two (2) units at 80% AMI, two (2) units at 120% AMI, and two (2) market-rate units.

The term of the Housing Project contract (“Contract”) shall extend for one year from the date of execution and renewable for two, one-year extensions. The renewal period will be subject to approval at the City’s discretion. It is the City’s intention to solicit proposals, invite oral presentations (if desired) and award the Contract to the responsive and responsible firm whose proposal is deemed most advantageous to the City based on the proposer’s price and non-price proposals.

III. INSTRUCTIONS TO PROPOSERS

1. **Issuing Office.** This Request for Proposals (RFP) is issued for the City.

Inquiries involving procedural or technical matters should be directed to:

Purchasing Department
City of Newton
1000 Commonwealth Avenue Room 201
Newton Centre, MA 02459

Or

By email: purchasing@newtonma.gov

Or

By facsimile at (617) 796-1227

2. **Submission of Proposals.** Proposals must be submitted in two separate sealed envelopes, one marked “Technical Proposal” the other marked “Price Proposal”. The Technical proposal shall include all information responsive to this RFP **except** the proposer’s price, which shall be set forth in the Price Proposal. Price Proposals shall NOT be submitted with Technical Proposal. Any Technical Proposal containing any part of a Price Proposal may be deemed non-responsive.

One Original and three (3) copies of the Technical Proposal must be submitted in a sealed envelope, plainly marked:

“Technical Proposal, RFP #18-49 - Residential Property Management Services”

along with your company name on the front of the envelope. The Technical Proposal shall be submitted with **Attachment B** Technical Proposal Cover Sheet (p. 6, below), and with all documents referenced therein attached.

Addenda must be acknowledged on the Technical Proposal form. Any proposal without an acknowledgement on the Technical Proposal form may be rejected as non-responsive.

One (1) copy of the Price Proposal must be submitted in a sealed envelope, plainly marked:

“Price Proposal, RFP #18-49 - Residential Property Management Services”

along with your company name on the front of the envelope. The Price Proposal shall be submitted on **Attachment A** Price Proposal (p. 12, below).

A proposer’s Price Proposal shall be inclusive of all costs. No separate start up fees or reimbursements for any supply or service, e.g., bonds, insurance, etc., shall be payable by the City.

Proposals must be submitted to

Purchasing Department
City of Newton
1000 Commonwealth Avenue, Room 201
Newton Centre, MA 02459

The City may, as an additional Comparative Criterion, request interviews to take place at Newton City Hall. Interview travel expenses are to be paid by the proposer, not by the City.

Deadline for submission of proposals shall be **10:00 a.m., no later than January 11, 2018**. Faxed proposals **will not** be accepted.

The procedure for opening and evaluating all proposals received shall be in compliance with Massachusetts General Law, Chapter 30B, Uniform Procurement Act, Section 6. Proposers should familiarize themselves with the provisions of this Act.

RFP Documents will be available for pickup at the Purchasing Department and online at the City's website: www.newtonma.gov/bids after: **10:00 a.m., December 7, 2017**. There will be no charge for RFP documents.

3. **Proposal Acceptance and Rejection.** The successful proposer shall execute a City-Contractor Agreement, substantially similar in form to that attached hereto, within fourteen (14) calendar days of delivery of the contract to the proposer. If the successful proposer fails to execute such Agreement within such time period, the City may accept the next most advantageous proposal. The failure of any proposer to examine the Agreement documents shall not relieve it from the obligations it will incur if its proposal is accepted.

To the extent legally permitted, the City reserves the right to reject any or all proposals or any part(s) thereof, if in the best interest of the City to do so, and to amend the contract as the City deems to be in its best interest. The City reserves the right to waive any mistakes or informalities in the proposals received and may request supplementary information from any particular proposer if it determines that the granting of such waiver or the receipt of such additional information would be in the best interest of the City.

Any proposal which fails to include any material information or documentation specified in the proposal submission requirements is non-responsive and may be rejected.

4. **Addenda.** Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. If you have downloaded the RFP from the internet, you must make your company known to the City of Newton Purchasing Department by emailing or faxing your company's: name, address, phone and fax number and include the RFP NUMBER (#18-49), if you would like to be recorded as taking out. It is the contractor's sole responsibility to ensure that they have received all addenda's prior to the RFP submittal date.
5. **Acceptance of Proposal Content.** The successful proposal shall become incorporated into the final contract documents.
6. **Contract and Term.** The term of the contract **shall extend for one (1) year from the date of execution and renewable at the discretion of the City for two (2) additional terms of one year each.** The renewal period will be subject to the City's approval of such.
7. **Insurance Requirements.** During the term of any agreement, Contractor shall maintain in full force and effect at its own cost and expense the following minimum insurance coverage:

A. **Commercial General Liability** insurance with not less than the following limits:

| | |
|--|-------------|
| General aggregate | \$5,000,000 |
| Products - completed operation aggregate | \$2,000,000 |
| Personal and advertising - injury | \$2,000,000 |
| Each occurrence | \$1,000,000 |
| Fire damage | \$100,000 |
| Medical expense | \$5,000 |

VEHICLE LIABILITY

| | |
|-----------------|--|
| Personal Injury | \$500,000 each person \$1,000,000 aggregate |
| Property Damage | \$300,000 |

Coverage provided under the commercial general liability policy shall apply exclusively to the operations provided under the Newton Consultant Agreement to be entered into by the successful proposer.

B. Workers compensation insurance shall be required under the Laws of the Commonwealth of Massachusetts.

The City shall be named as additional insured on all policies obtained by the consultant firm.

All policies shall be obtained from companies licensed to conduct business in the Commonwealth of Massachusetts.

10. **Force Majeure.** Neither the City nor the Contractor shall be deemed in breach of any contract which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other circumstances not within its reasonable control.
11. **Termination.** Contractor shall peaceably and immediately give up and surrender to the City the premises and every part thereof at the termination of the agreement in the same condition that they were received.
12. **Non-discrimination/Equal Opportunity.** Contractor shall comply with all local, state and federal laws and regulations pertaining to non-discrimination and equal opportunity in the areas of employment, subcontracting, and use of City facilities.
13. **Assignment.** Contractor shall not assign or subcontract any portion of the operation without prior written approval from the City.
14. **Independent Contractor.** Contractor and its employees will operate as an independent contractor and are not considered to be City employees.

IV. SCOPE OF SERVICES

Currently the City is developing an eight (8) unit, mixed-income rental housing project on City-owned land, located at 70 Crescent Street, Newton, MA. As part of this project, the City is also expanding an existing small community park, the Reverend Ford Playground, adjacent to the new housing development. Services requested for this contract are solely for the property associated with the residential building, not the City's park. Construction is expected to begin in the fall of 2018 and will last for approximately twelve to fifteen months. The housing units are expected to be ready for occupancy in the spring of 2019.

The City, as owner of the property, is seeking a qualified residential property manager to provide property management services for 70 Crescent Street, an eight (8) unit, mixed-income rental housing development, including both affordable and market-rate units. Four (4) of the units will be 2-bedroom, 2-bath (ranging from 1,152 sq. ft. to 2,844 sq. ft.); and four (4) will be 3-bedroom, 2-bath (ranging from 1,217 sq. ft. to 3,200 sq. ft.). At least four (4) of the units will be affordable to households with annual incomes less than 80% AMI; however, at this time, the City is looking at the following affordability mix of the units: two (2) units at 60% AMI, two (2) units at 80% AMI, two (2) units at 120% AMI, and two (2) market-rate units.

The term of the contract shall extend for one year from the date of execution and renewable for two, one-year extensions. The renewal period will be subject to the City's approval of such.

The Property Management Services will include, but are not limited to the following duties and responsibilities:

1. Proactive daily maintenance and operations of property.
2. Development of marketing materials (print and digital) to promote tenant interest in the property.
3. Creation and execution of an affirmative marketing plan and tenant selection plan for affordable units that are consistent with the City of Newton and Massachusetts Dept. of Housing and Community Development (DHCD) requirements.
4. Setting rents for conventional market-rate multifamily units according to market demand, as well as maximum affordable rents for affordable units; and preparing a market analysis for the property, establishing fair market rental value during each rental period.
5. Management of all new tenant intake including: initial lease-up (to include DHCD approved lottery for affordable units) activities, applicant-screening and eligibility, tenant selection, and establishing and maintaining a waiting list.
6. Compliance with appropriate DHCD or other state agency regulations related to the management of affordable housing units.
7. Drafting of all tenant rules and regulations (to be reviewed and approved by the City).
8. Development of lease (to be reviewed and approved by the City) and lease execution, including explaining the lease and all attachments.

9. Collection of rent and charges in addition to rent.
10. Enforcement of lease terms.
11. Lease renewals and evictions.
12. Annual re-examinations of income and household size for the affordable and middle-income units, and provide annual reports to the City detailing this information.
13. Development of annual unit inspections report and execution of annual unit inspections.
14. Unit turnover responsibilities, including preparing vacated units for re-leasing.
15. Development of maintenance schedule and full maintenance repair of the property, including addressing tenant issues and ability to immediately address health and safety concerns.
16. Routine maintenance of property including common area (inside and outside), trash removal, landscaping, pest control, and snow removal for sidewalks, outdoor stairways, roadway and parking, to be completed in-house or by an outside vendor.
17. Monitoring and coordination of necessary inspections of property's systems and infrastructure.
18. Providing tenants with 24 hour emergency telephone contact numbers for emergency repairs.
19. Ordering and purchase of all required supplies and services.
20. Yearly inspection of property, including a capital asset assessment and the development of an annual management plan and recommendations for maintenance needed.
21. Full fiscal management responsibilities including preparing annual operating budgets, monthly financial reporting and adhering to approved and authorized (by City) budget amounts. The City reserves the right to request further information from Contractor.
22. Provide information and reports to the City as necessary.
23. From the date of the execution of the contract provide advice and assistance to the City, as needed, with respect to the design and construction of the Housing Project.

V. TECHNICAL PROPOSAL - MINIMUM & COMPARATIVE CRITERIA

For the Technical Proposal, Minimum Criteria have been created to determine a proposer's eligibility for consideration, and Comparative Criteria will be used rank eligible proposers. Technical Proposals will be evaluated by an appointed Evaluation Committee.

Technical Proposals that do not meet the Minimum Criteria will not receive further consideration. Proposals that meet the Minimum Threshold Criteria will be reviewed according to the Comparative Criteria.

The selection process for proposals will be conducted in four phases:

1. All Technical Proposals will be reviewed by the Evaluation Committee to determine if they meet the Minimum Criteria. All proposers will be notified of proposal status identifying any missing items or deficiencies in proposals. To the extent permitted by law, proposers will be given 7 days to respond and to provide the required information. An incomplete proposal will be considered non-responsive and will be eliminated from consideration.
2. Proposals that meet the Minimum Criteria will be reviewed and scored by the Evaluation Committee according to the Comparative Criteria. Interviews may be scheduled at this time.
3. When he receives the evaluations from all Evaluation Committee members, the Chief Procurement Officer shall open the Price Proposals, and on the basis of the price and non-price proposals recommend the most advantageous proposer(s). The Department of Planning and Development may revise any recommendation if its decision is documented in writing
4. The winning proposer will be notified of the project scoring upon the City's award decision(s).

VI. MINIMUM CRITERIA

All Technical Proposals must satisfy the following Minimum Criteria to be considered:

1. The Technical Proposal must include all Proposal Submission Requirements as defined in Part VIII below.
2. Resume(s) of all personnel who may be assigned to perform services under this contract.

3. Evidence of contractor’s qualifications and experience in providing residential property management services, as detailed in Section IV. Scope of Services.
4. List of services provided in-house by contractor, as well as those provided by outside vendors.
5. A **minimum of three** references from current or prior (within past five years) clients for whom the Contractor has performed services similar to those required under this contract, including contact names, telephone numbers, and email addresses.
6. Overview of contractor’s property management philosophy, methods, and practices, including detail on how communication and reporting would occur between the Contractor, the tenants, and the City.
7. Overview of contractor’s experience in setting rents for conventional market-rate multifamily units, as well as maximum affordable rents for affordable units, including a minimum of two samples of each of the following: 1) Market analysis of property; 2) Maximum rental calculations for affordable units
8. Overview of contractor’s experience in conducting annual re-examinations of income and household size for the affordable units, including a minimum of one example of internal policies and procedures for conducting such reviews.
9. Overview of contractor’s experience in maintaining low vacancy rates in rental properties.
10. A minimum of one sample of each of the following: 1) Lease agreement; 2) Tenant rules and regulations; 3) Operational report for client; 4) Financial report for client
11. A minimum of two samples of each of the following: 1) Marketing plan and corresponding print and digital materials to promote tenant interest in the property; 2) DHCD-approved affirmative marketing plan and tenant selection plan for affordable units
12. Year-end financial statements for the past three completed fiscal years for the Contractor
13. City of Newton Technical Proposal Form (Attachment B)
14. City of Newton Bidder’s Qualifications and References Form (Attachment C)
15. Certificate of Non-Collusion (Attachment D)
16. Certificate of Tax Compliance (Attachment E)
17. Debarment Letter (Attachment F)
18. IRS Form W-9

Proposer’s Technical Proposal shall be signed by a duly authorized representative of the proposer and submitted on **Attachment B** and shall include all other required Minimum Criteria and Comparative Criteria and Standards, contained in Section VI.

VII. COMPARATIVE CRITERIA

Proposals from contractors who meet or exceed the Minimum Criteria will be evaluated and rated on the basis of the following Comparative Criteria. The City reserves the right to ask any respondent to provide additional supporting documentation in order to verify its response.

Ratings of Highly Advantageous (HA); Advantageous (A); Not Advantageous (NA); or Unacceptable (U) will be given to each of the following criteria for each respondent. A composite rating will then be determined. A composite rating of Highly Advantageous or Advantageous may be assigned only if a proposal has received at least one such rating among the criteria listed below.

To the extent that an Evaluation Criterion requires the certification of fact, the proposer’s certification as to that fact shall be an adequate response provided, however, that on request the proposer shall provide to the City such evidence as the City may request to support that fact.

Proposals shall be evaluated based on the following four (4) Comparative Criteria:

- 1. Extent of qualifications and experience in providing residential property management services for conventional multifamily rental properties and affordable multifamily rental properties, detailed in Section IV Scope of Services.**

Highly Advantageous –The Proposer has at least 7 years of experience in providing significant residential property management services for conventional multifamily rental properties and affordable multifamily rental properties in the Greater Boston region, including services detailed in Section IV “Scope of Services” above. The Proposer has a highly qualified firm and/or team and has demonstrated an excellent understanding with respect to managing such mixed-income rental properties. A minimum of three client references from organizations or institutions for which the Proposer has performed services similar to those required under this contract.

Advantageous - The Proposer has less than 7 but at least 5 years of experience in providing significant residential property management services for conventional multifamily rental properties and affordable multifamily rental properties in the Greater Boston region, including services detailed in Section IV “Scope of Services” above.

The Proposer has a qualified firm and/or team and has demonstrated adequate or sufficient understanding with respect to managing such mixed-income rental properties. Three client references from organizations or institutions for which the Proposer has performed services similar to those required under this contract.

Unacceptable - The Consultant has fewer than 5 years of experience in providing significant residential property management services for conventional multifamily rental properties and affordable multifamily rental properties in the Greater Boston region, including services detailed in Section IV “Scope of Services” above. The Proposer has an unqualified firm and/or team and has demonstrated inadequate or insufficient understanding with respect to managing such mixed-income rental properties. Less than three client references from organizations or institutions for which the Proposer has performed services which may not represent services similar to those required under this contract.

2. Clear demonstration of proposer’s property management philosophy, methods, and practices, including detail on how communication and reporting would occur between the Contractor, the tenants, and the City.

Highly Advantageous –The Proposer has strongly demonstrated its property management philosophy, methods, and practices, including clear and robust detail on how communication and reporting would occur between the Proposer, the tenants, and the City. The Proposer has provided strong examples of tenant communications, including sample lease agreements and tenant rules and regulations, as well as examples of operational and financial reports prepared for clients, all of which are of outstanding quality in content and presentation.

Advantageous – The Proposer has demonstrated its property management philosophy, methods, and practices, including adequate detail on how communication and reporting would occur between the Proposer, the tenants, and the City. The Proposer has provided adequate examples of tenant communications, including sample lease agreements and tenant rules and regulations, as well as examples of operational and financial reports prepared for clients, all of which are of good quality in content and presentation.

Unacceptable – The Proposer has insufficiently demonstrated its property management philosophy, methods, and practices, and has not provided adequate detail on how communication and reporting would occur between the Proposer, the tenants, and the City. The Proposer has not provided adequate examples of tenant communications, including sample lease agreements and tenant rules and regulations, as well as examples of operational and financial reports prepared for clients, and samples provided are unsatisfactory in terms of content and presentation.

3. Extent of experience in maintaining low vacancy rates in rental properties and in developing marketing materials to promote tenant interest, with particular experience in creating and successfully executing affirmative marketing plans and tenant selection plans for affordable units that are consistent with the City of Newton and Massachusetts Department of Housing and Community Development (DHCD) requirements.

Highly Advantageous –The Proposer has strongly demonstrated its experience in maintaining low vacancy rates in rental properties, and has provided examples of marketing plans and materials (print and digital) that promote tenant interest, which are of outstanding quality in content and presentation. The Proposer has demonstrated robust experience in creating and successfully executing affirmative marketing plans and tenant selection plans for affordable units that are consistent with the City of Newton and Massachusetts Department of Housing and Urban Development (DHCD) requirements, and has provided examples of such plans, which are of outstanding quality in content and presentation.

Advantageous – The Proposer has adequately demonstrated its experience in maintaining low vacancy rates in rental properties, and has provided examples of marketing plans and materials (print and digital) that promote tenant interest, which are of good quality in content and presentation. The Proposer has demonstrated sufficient experience in creating and successfully executing affirmative marketing plans and tenant selection plans for affordable units that are consistent with the City of Newton and Massachusetts Department of Housing and Urban Development (DHCD) requirements, and has provided examples of such plans, which are of good quality in content and presentation.

Unacceptable – The Proposer has inadequately demonstrated its experience in maintaining low vacancy rates in rental properties, and has provided examples of marketing plans and materials (print and digital) that promote tenant interest, which are of poor quality in content and presentation. The Proposer has demonstrated insufficient experience in creating and successfully executing affirmative marketing plans and tenant selection plans for affordable units that are consistent with the City of Newton and Massachusetts Department of Housing and Urban Development (DHCD) requirements, and has provided examples of such plans, which are of poor quality in content and presentation.

4. Extent of experience in setting rents for conventional market-rate multifamily units, as well as maximum affordable rents for affordable units; and conducting annual re-examinations of income and household size for the affordable and middle-income units.

Highly Advantageous –The Proposer has strongly demonstrated its experience in setting rents for conventional market-rate multifamily units, as well as maximum affordable rents for affordable units, and has provided strong examples of market analyses and rental calculations, which are of outstanding quality in content and presentation. The Proposer has demonstrated concrete experience in conducting annual re-examinations of income and household size for the affordable and middle-income units, and has provided strong examples of internal policies and procedures for conducting such reviews, which are of outstanding quality and presentation.

Advantageous – The Proposer has adequately demonstrated its experience in setting rents for conventional market-rate multifamily units, as well as maximum affordable rents for affordable units, and has provided strong examples of market analyses and rental calculations, which are of good quality in content and presentation. The Proposer has demonstrated sufficient experience in conducting annual re-examinations of income and household size for the affordable and middle-income units, and has provided adequate examples of internal policies and procedures for conducting such reviews, which are of good quality and presentation.

Unacceptable – The Proposer has inadequately demonstrated its experience in setting rents for conventional market-rate multifamily units, as well as maximum affordable rents for affordable units, and has provided insufficient examples of market analyses and rental calculations, which are of poor quality in content and presentation. The Proposer has demonstrated insufficient experience in conducting annual re-examinations of income and household size for the affordable and middle-income units, and has provided inadequate examples of internal policies and procedures for conducting such reviews, which are of poor quality and presentation.

5. Presentation Interviews

The City may, at its discretion, interview all proposers meeting the Minimum Criteria. Each proposer selected for an interview will be asked to make a maximum 20 minute presentation of its proposal.

Highly advantageous: Presentation is visually attractive, informative and demonstrates excellent communication skills. The presentation reflects that the proposer is able to perform in a superior manner acceptable to the City. Evaluation team is completely convinced about the proposer’s ability to provide the level of services as required by the City.

Advantageous: Presentation is good, informative, and demonstrates acceptable communication skills. Evaluation team finds that the presentation reflects that proposer is able to perform in an adequate manner acceptable to the City.

Not Advantageous: Presentation lacks a comprehensive approach, but demonstrates adequate communications skills. Evaluation team finds that the presentation reflects that the proposer may be able to perform in a manner acceptable to the City.

Unacceptable: Presentation does not demonstrate adequate communication skills.

VIII. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

The contract will be awarded to the proposer offering the most advantageous proposal, taking into consideration all evaluation criteria as well as price. Any proposals, which submit a price that is abnormally low or high, as determined by the City, may be rejected as unrealistic. All proposals shall remain firm for ninety (90) calendar days after the proposal opening.

In evaluating Proposals, the City will consider the qualifications of only those proposers whose proposals are in compliance with the prescribed requirements. The City reserves the right to reject any proposal if the evidence submitted by, or the subsequent investigation of such proposer fails to satisfy the City that the proposer is properly qualified to carry out the responsibilities set forth in the Scope of Work.

VIII. RULE FOR AWARD

1. The contract shall be awarded to the responsible and responsive proposer submitting the most advantageous proposal, taking into consideration price and the evaluation criteria set forth in the RFP.
2. The contract will be awarded within ninety (90) days after the proposal opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the apparent most advantageous responsive and responsible offeror.

ATTACHMENT A

**RESIDENTIAL PROPERTY MANAGEMENT SERVICES FOR RENTAL HOUSING
DEVELOPMENT OWNED BY THE CITY OF NEWTON,
AT 70 CRESCENT STREET, NEWTON, MASSACHUSETTS**

PRICE PROPOSAL

(1) Annual Management Fee: _____

- To include fees associated with:
 - Daily management of property
 - Marketing and affirmative marketing of units
 - Establishing market-rate and affordable rents
 - Tenant selection for market-rate and affordable units
 - New tenant intake
 - Affordable housing compliance
 - Tenant policy development and enforcement
 - Lease development, execution, enforcement, renewals, and evictions
 - Development of management plan, maintenance schedule and inspection reports
 - Development of operating budgets and other financial reports

- Please indicate how fee is determined: a percent of anticipated net rental income; a flat fee per unit; a flat fee per month; etc. (for informational purposes only):

(2) Estimated Annual Operating Budget:¹ _____

TOTAL CONTRACT PRICE (Sum of Items (1) and (2) above): \$ _____

(Price in words)

¹ The proposer’s computation of its Annual Operating Budget shall be based, at a minimum, on the following:

1. A line item budget, including all proposed costs of materials and labor associated with routine maintenance and repairs of individual units, common areas (inside and outside), including trash removal, pest control, landscaping, and snow removal for sidewalks, outdoor stairways, roadway and parking.
2. The cost of materials and labor associated with annual maintenance and repairs based on yearly inspection of property.
3. The cost of materials and labor associated with unit turnover.
4. Any additional line items not mentioned above.

The bidder is responsible for providing own workspace, equipment, and tools, and covering all routine travel and other expenses. No reimbursable expenses will be paid unless specifically agreed in advance. No employee benefits are provided.

This form must be completed and placed in a **separate** sealed envelope marked “**RFP #18-49 Residential Property Management Services for Rental Housing Development at 70 Crescent Street, Newton, MA – PRICE PROPOSAL**”

Price Proposal – Residential Property Management Services for Rental Housing Development at 70 Crescent Street, Newton, MA

Name of Firm or Individual Submitting Bid: _____

Address: _____

Telephone: _____

Fax: _____

Signature of Proposer _____

Name of Proposer: _____

Address: _____

Date: _____

ATTACHMENT B

**RESIDENTIAL PROPERTY MANAGEMENT SERVICES FOR RENTAL HOUSING
DEVELOPMENT OWNED BY THE CITY OF NEWTON,
AT 70 CRESCENT STREET, NEWTON, MASSACHUSETTS**

TECHNICAL PROPOSAL COVER SHEET

This form and accompanying materials must be completed and placed in a **separate** sealed envelope marked
“RFP #18-49 Residential Property Management Services for Rental Housing Development at 70 Crescent Street, Newton,
MA – TECHNICAL PROPOSAL”

This proposal includes addenda number(s) _____, _____, _____, _____,

Additional Technical Proposal Submission Documents.

- Year-end financial statements for the past three completed fiscal years for the Contractor
- City of Newton Technical Proposal Cover Sheet (Attachment B)
- City of Newton Bidder’s Qualifications and References Form (Attachment C)
- Certificate of Non-Collusion (Attachment D)
- Certificate of Foreign Corporation, if applicable (Attachment E)
- Debarment Letter (Attachment F)
- IRS Form W-9

Name of Firm or Individual Submitting Bid: _____

Address: _____

Telephone: _____

Fax: _____

Signature of Proposer _____

Name of Proposer: _____

Address: _____

Date: _____

ATTACHMENT C

**RESIDENTIAL PROPERTY MANAGEMENT SERVICES FOR RENTAL HOUSING
DEVELOPMENT OWNED BY THE CITY OF NEWTON,
AT 70 CRESCENT STREET, NEWTON, MASSACHUSETTS**

**CITY OF NEWTON
BIDDER'S QUALIFICATIONS AND REFERENCES FORM**

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? ____ YES ____ NO DATE AND STATE OF INCORPORATION: _____
4. IS YOUR BUSINESS A **MBE**? ____ YES ____ NO **WBE**? ____ YES ____ NO or **MWBE**? ____ YES ____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
____ YES ____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? ____ YES ____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____

OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

ATTACHMENT D

**RESIDENTIAL PROPERTY MANAGEMENT SERVICES FOR RENTAL HOUSING
DEVELOPMENT OWNED BY THE CITY OF NEWTON,
AT 70 CRESCENT STREET, NEWTON, MASSACHUSETTS**

CERTIFICATE OF NON-COLLUSION

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

(Signature of individual)

Name of Business

ATTACHMENT E

**RESIDENTIAL PROPERTY MANAGEMENT SERVICES FOR RENTAL HOUSING
DEVELOPMENT OWNED BY THE CITY OF NEWTON,
AT 70 CRESCENT STREET, NEWTON, MASSACHUSETTS**

CERTIFICATE OF FOREIGN CORPORATION

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of:

(Jurisdiction)

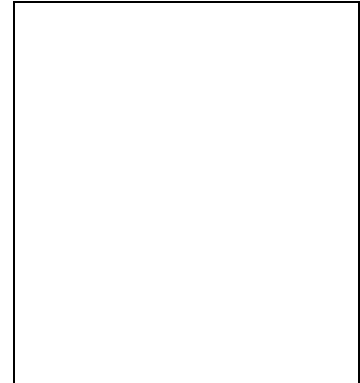
The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Name of person signing proposal

Signature of person signing proposal

Name of Business (Please Print or Type)

Affix Corporate Seal here



ATTACHMENT F

**RESIDENTIAL PROPERTY MANAGEMENT SERVICES FOR RENTAL HOUSING
DEVELOPMENT OWNED BY THE CITY OF NEWTON,
AT 70 CRESCENT STREET, NEWTON, MASSACHUSETTS**

DEBARMENT LETTER

City of Newton



Mayor
Setti D. Warren

Purchasing Department
Nicholas Read @ *Chief Procurement Officer*
1000 Commonwealth Avenue
Newton Centre, MA 02459-1449
purchasing@newtonma.gov

Telephone
(617) 796-1220
Fax:
(617) 796-1227
TDD/TTY
(617) 796-1089

Date

Vendor

Re: Debarment Letter for Invitation For Bid # _____

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

PHONE _____ FAX _____
EMAIL _____

Signature

Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

ATTACHMENT G

**RESIDENTIAL PROPERTY MANAGEMENT SERVICES FOR RENTAL HOUSING
DEVELOPMENT OWNED BY THE CITY OF NEWTON,
AT 70 CRESCENT STREET, NEWTON, MASSACHUSETTS**

W-9

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Print or type
See Specific instructions on page 2.

| | |
|---|---|
| Name (as shown on your income tax return) | |
| Business name, if different from above | |
| Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input checked="" type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ | |
| Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| City, state, and ZIP code | |
| List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| |
|--------------------------------|
| Social security number |
| or |
| Employer identification number |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

| | | | |
|------------------|----------------------------|--------|------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ | Name |
|------------------|----------------------------|--------|------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

ATTACHMENT H

RESIDENTIAL PROPERTY MANAGEMENT SERVICES FOR RENTAL HOUSING DEVELOPMENT OWNED BY THE CITY OF NEWTON, AT 70 CRESCENT STREET, NEWTON, MASSACHUSETTS

CONTRACT FORMS

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

OWNER - MANAGER AGREEMENT
CONTRACT NO. _____

FOR

**RESIDENTIAL PROPERTY MANAGEMENT SERVICES FOR RENTAL HOUSING DEVELOPMENT OWNED BY
THE OWNER OF NEWTON,
AT 70 CRESCENT STREET, NEWTON, MASSACHUSETTS**

THIS AGREEMENT made this ____ day of _____ in the year Two Thousand and Seventeen by and between the OWNER OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the OWNER, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the MANAGER.

The parties hereto for the consideration hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Manager agrees to provide residential property management services for rental housing development owned by the Owner located at 70 Crescent Street, Newton, Massachusetts (“Property”).
- II. CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents, which are either attached to this Agreement or are incorporated herein by reference:
 - a. This OWNER-MANAGER Agreement;
 - b. The Owner's Request for Proposals #18-49 (RFP) issued by the Purchasing Department; for Residential Property Management Services For Rental Housing Development Owned By The Owner Of Newton, 70 Crescent Street, Newton, Massachusetts; including Specifications, and if included or referenced therein, any Standard Terms and Conditions, Special Conditions, Drawings or Descriptive Materials (collectively referred to herein as the “Project Manual”);
 - c. Addenda Number(s) _____;
 - d. The Proposal Response of the Manager submitted for this Project and accompanying documents and certifications;
 - e. Certificate(s) of Insurance and surety bond(s), if any, submitted by the Manager in connection with this Project;
 - f. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the Owner after execution of this OWNER-MANAGER Agreement.

This OWNER-MANAGER Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the Owner and the Manager. The Manager represents that its proposal was made without condition, qualification or reservation of any kind, except upon the written acknowledgement and consent of the Owner.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this OWNER -MANAGER Agreement and the Project Manual, the terms of this Agreement shall prevail.
- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Manager agrees to comply with same.
- V. CONTRACT TERM.** The term of the awarded contract shall extend from **January 1, 2019 through December 31, 2019 and may be renewed by the Owner for two (2) additional terms of 12-months each.** Total payments under this contract shall not exceed \$_____ unless the contract total has been increased by a duly executed change order. The Owner reserves the right to terminate this contract prior to the expiration date in the event total expenditures reach the above stated contract total.

It is further understood that in the event the term of this contract extends beyond June 30 in any calendar year, the Owner reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.

VI. MANAGER'S DUTIES. The Manager shall be responsible for all duties relating to the management of the Property, including without limitation, the following:

1. To advertise for tenants and to select the best tenant on merit.
2. To advise the tenant(s) that The Owner(s) are natural persons and to recite the name of the Owner on the Tenancy Agreement for the purpose of clarifying the position of Owner and the Manager.
3. To rent units at the Property on a Fixed Term or Periodic Tenancy (delete one in need) and to arrange new tenancies where appropriate.
4. To sign Tenancy Agreements on behalf of the Owner in a form approved by the Manager.
5. To collect a bond of not less than two weeks rent and to deposit that bond with the Owner's Planning Department.
6. To sign bond lodgments and refunds as agent for the Owner.
7. To collect all rental monies as and when they fall due for payment and to take all reasonable steps to compel the payment of any outstanding rent and to enforce other terms and conditions of the Tenancy Agreement
8. Account to the Owner monthly for all rental monies collected and monies paid out in respect of such rentals. Payments shall be made to the Owner from time to time notified in writing by The Owner.
9. To conduct an inspection at the beginning and conclusion of each tenancy and at four monthly intervals during the tenancy and to make a written report of the inspection, including taking photographs where appropriate. The Owner shall give at least five weeks' notice if The Owner requires to visit or inspect the Property.
10. Effect repairs or maintenance as reasonably required from time to time to maintain the Property including chattels (if any) in good repair or condition in accordance with the following instructions:
 - a) Repairs of any kind below the disbursement limit of _____ shall not require the Owner's approval.
 - b) Repairs exceeding this limit shall require the Owner's approval.
 - c) Repairs ordered by the in any emergency situation or to protect the Property or the health or safety of the tenant(s) shall not require the Owner's approval. In the event the Owner requires to arrange or effect repairs or maintenance, it will notify Manager so that the Tenant(s) can be given the required 24 hours' notice.
11. To pay the cost of repairs and maintenance arranged in accordance with Section VI(10), together with all regular outgoings listed in the schedule on behalf of the Owner as and when they fall due for payment, taking advantage of any discounts available, to the extent only that moneys are held on behalf of the Owner to enable such payments to be made.
12. To exercise any right the Owner has to prosecute any claim against a tenant and to resolve any dispute with a tenant by negotiation or by compelling eviction through the District Court. The Owner acknowledges that it is bound by mediated orders facilitated by the Manager on its behalf.

VII. COMPENSATION. Upon completion of the work to be done for each payment, the Manager shall send to the Owner an invoice documenting the work done and the dates when such work was performed. Payment of the above invoice shall constitute full and complete compensation for the services hereunder. There shall be no additional compensation or reimbursement for out-of-pocket or other expenses, including without limitation employee benefits, incurred by the Manager in connection with the performance of the services under this Agreement unless mutually agreed to in writing by the Parties. Payments shall be made within thirty (30) days of the Owner's approval of invoices submitted by the Manager.

In the event that the Owner terminates this Agreement prior to the completion of all work to be performed under this Agreement, the Manager shall only be entitled to compensation in accordance with the provisions of Article XVI below, whichever is applicable.

- VIII. MATERIALS.** The Manager agrees, unless otherwise specified, that all equipment, materials and supplies furnished under this contract are to be first quality, new and unused.
- IX. AUTHORIZATION OF WORK.** The execution of this contract does not constitute a notice to proceed or authorization to perform work or make deliveries. No work shall be commenced or deliveries made unless authorized by a written notice to proceed issued by the Owner.
- X. CLAIMS FOR MATERIALS OR LABOR.** In the event any claims have been filed with the Owner for material or labor delivered or performed pursuant to this contract, the Owner shall be under no obligation to make any payment until such claims are adjusted to the satisfaction of the Owner. Any and all liens for supplies may be paid off by the Owner within twenty (20) days after the filing for record as provided by law of a notice of such liens, except where the claim on which the lien is filed is being litigated by the Manager, and in such case the Owner may pay the amount of any final judgment or decree on any such claim. All money paid by the Owner in settlement of liens and claims as aforesaid, with the costs and expenses incurred by the Owner in connection therewith shall be charged to the Seller, bearing interest at the rate of six percent (6%) per annum, and be deducted from the next payment falling due the Seller under the terms of this contract.
- XI. RESPONSIBILITY FOR THE WORK.** In the performance of any work, including the delivery of equipment, materials or supplies, pursuant to this Contract, the Manager shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work.
- XII. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Manager shall replace, repair or make good, without cost to the Owner, any defects or faults arising within one (1) year after date of acceptance of equipment, materials or supplies furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Manager.
- XIII. PATENT INDEMNIFICATION.** The Manager agrees to assume the defense of and shall indemnify and save harmless the Owner and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Manager, within a reasonable time, shall at its own expense, and as the Owner may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- XIV. INSPECTION.** For the purposes of inspection of the equipment, materials and supplies covered by this contract, the Manager shall give the Owner free access to his works and furnish every facility for properly inspecting such equipment, materials and supplies, and shall furnish full information, whenever requested, relating thereto. Approval by any inspector of the Owner shall not relieve the Manager from his obligation to comply in all respects with the contract.
- XV. ASSIGNMENT/SUB-CONTRACTING.** The Manager agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the Owner.
- XVI. TERMINATION.**
- (a) **Termination For Cause.** If, for any cause, the Manager fails to fulfill in a timely manner its obligations under this Agreement, or if the Manager violates any of the covenants, agreements, or stipulations of this Agreement, the Owner shall have the right to terminate this Agreement by giving written notice to the Manager of such termination and specifying the effective date of such termination. Such notice shall be given not less than five (5) days prior to the effective date of termination. In the event of termination, the Manager shall be entitled to receive just and equitable compensation for any satisfactory work completed to date of termination. Such compensation shall be pro rata and shall be based on the percentage of services actually performed, less payments already made for such services.

- (b) Termination For Convenience. The Owner may terminate this Agreement at any time by giving written notice to the Manager of such termination. Such notice shall be given not less than five (5) days prior to the effective date of termination. If the Agreement is terminated for the convenience of the Owner, the Manager shall be entitled to payment for services completed. Such compensation shall be pro rata and shall be based on the percentage of services actually performed, less payments already made for such services.

XVII. INDEMNIFICATION. The Manager shall indemnify, hold harmless and defend the Owner and its officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, including attorney's fees and interest, arising out of the performance of the services rendered pursuant to this Agreement, provided that any such action, cause of action, claim, demand, damages, cost, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, which (2) is caused in whole or in part by any negligent act or omission of the Manager, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

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

In addition, the following shall apply:

The Agent shall use its best endeavors to ensure continuity of occupation and maintenance of the Property, but shall not be liable to the Owner for any default in payment of rent or any damage caused to the Property by any tenant(s) or other payment due by the tenant(s) or otherwise, whether or not the tenancy has been arranged by the Manager.

The Manager or any person employed by it or acting on its behalf shall not be liable for any injury or accident suffered by any person in or about any property managed by it in terms of this Agreement.

Anything required to be done by the Manager pursuant to this Agreement shall be as fully effective as if done by the Owner personally and shall be binding upon the Owner. If there shall be anything in writing requiring signature by or on behalf of the Owner in the exercise of this Agreement it shall be good and effectual if executed by an authorized representative of the Manager on behalf of The Owner.

XIX. NONDISCRIMINATION. The Manager agrees and warrants that in the performance of this Agreement it will not discriminate against any person or group of persons on the grounds of sex, race, color, religion, national origin, disability, age, gender identity, or sexual orientation in any manner prohibited by the laws of the Commonwealth of Massachusetts or the United States.

XX. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the Parties to this Agreement and their respective successors and assigns. The Owner recognizes the Manager is a sole Manager performing the services required under this Agreement. Sub-contracting or assignment of any of the work required under this Agreement is expressly prohibited without the prior written consent of the Owner.

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

XXII. GOVERNING LAW. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

XXIII. SEVERABILITY. The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.

XXIV. AMENDMENTS TO THIS CONTRACT. This Contract may not be amended except in writing executed in the same manner as this OWNER-MANAGER Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

MANAGER

OWNER OF NEWTON

By _____
Print Name _____
Title _____
Date _____

By _____
Chief Procurement Officer
Date _____
By _____
Director of Planning & Development
Date _____

Affix Corp Seal Here

Approved as to Legal Form and Character

Owner funds in the amount of _____
Are available in account number:

By _____
Associate Owner Solicitor
Date _____

I further certify that the Mayor, or his designee,
Is authorized to execute contracts and approve
Change orders.

CONTRACT APPROVED

By _____
Comptroller of Accounts
Date _____

By _____
Mayor or his designee
Date _____

The Agent's Powers and Duties

General Terms

ATTACHMENT I

RESIDENTIAL PROPERTY MANAGEMENT SERVICES FOR RENTAL HOUSING DEVELOPMENT OWNED BY THE CITY OF NEWTON, AT 70 CRESCENT STREET, NEWTON, MASSACHUSETTS

PROJECT SITE PLAN AND FLOOR PLAN



NEIGHBORHOOD CONTEXT

CRESCENT STREET HOUSING & REVEREND FORD PLAYGROUND EXPANSION | 10-31-17

ABACUS [ARCHITECTS + PLANNERS]



CRESCENT STREET HOUSING & REVEREND FORD PLAYGROUND EXPANSION | 10-31-17

ABACUS [ARCHITECTS + PLANNERS]



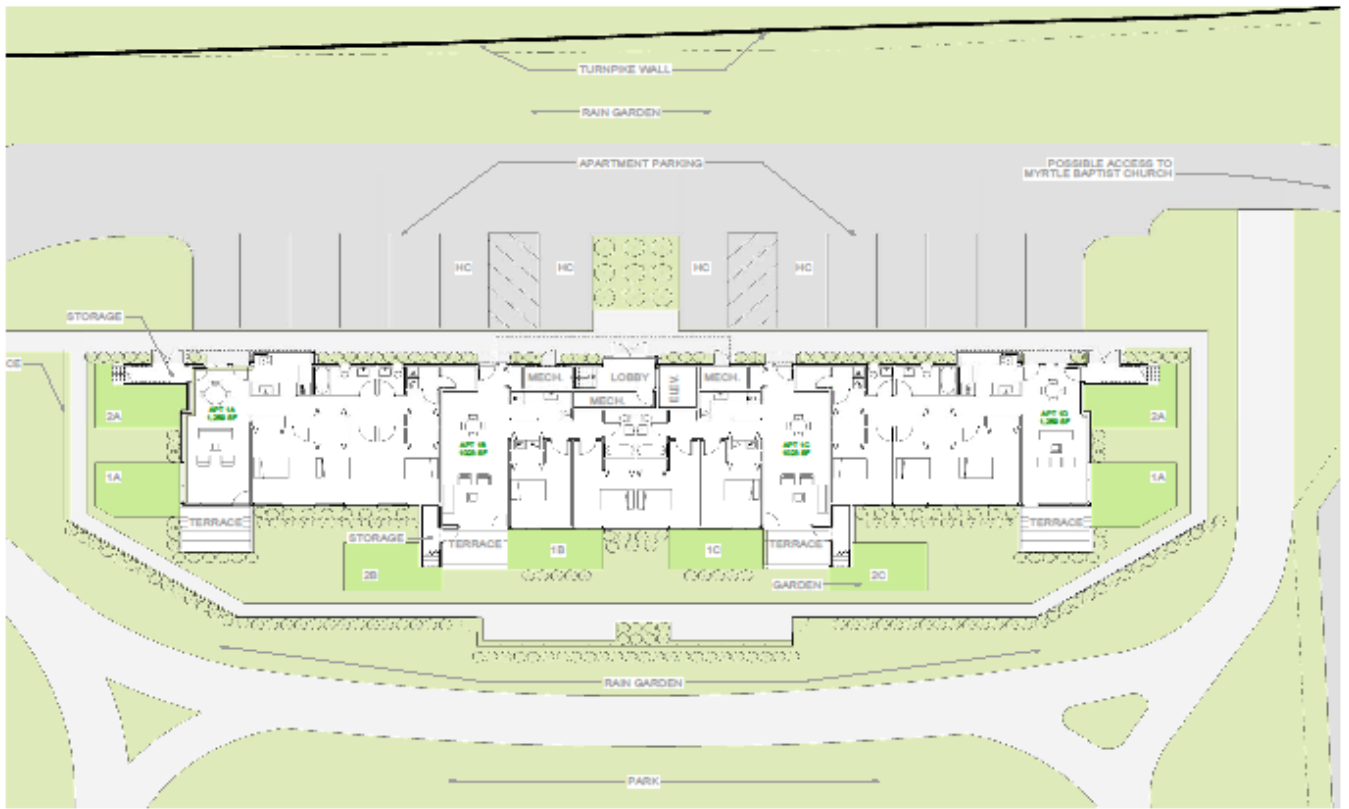
CRESCENT STREET HOUSING & REVEREND FORD PLAYGROUND EXPANSION | 10-31-17

ABACUS [ARCHITECTS + PLANNERS]



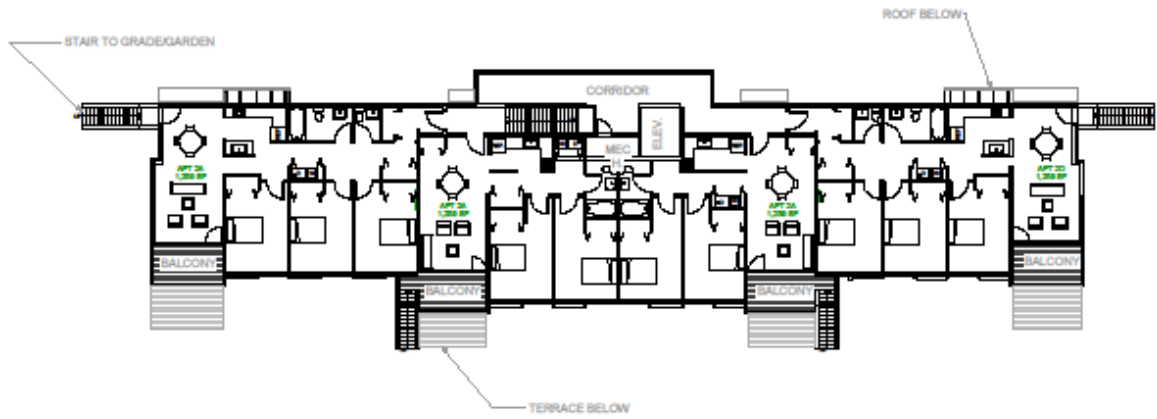
CRESCENT STREET HOUSING & REVEREND FORD PLAYGROUND EXPANSION | 10-31-17

ABACUS [ARCHITECTS + PLANNERS]

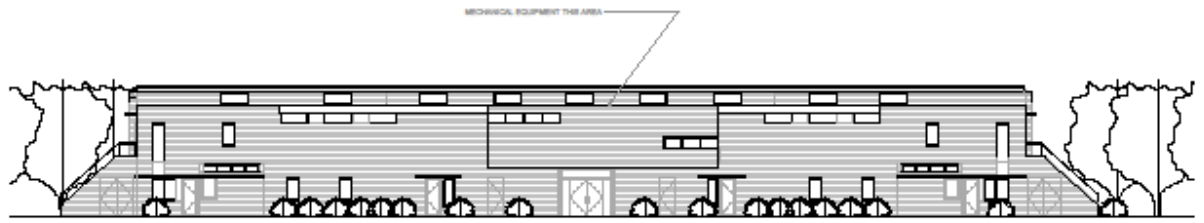


FIRST FLOOR PLAN





SECOND FLOOR PLAN



NORTH ELEVATION



SOUTH ELEVATION

Property Management Bid List.xls

| | | | | | |
|--|-------------------------------|-------------------------------|----------------|--|---|
| Wingate Management Co. | 100 Wells Avenue | Newton, MA 02459 | 617-558-4068 | mraffol@wingatecompanies.com | Martin Raffol – Chief Operating Officer |
| | | | 781-707-9100 | mmartin@wingatecompanies.com | Michael Martin – Executive Vice President |
| Beacon Communities, LLC | Two Center Plaza, Ste. 700 | Boston, MA 02108 | 781-982-0076 | info@BeaconCommunitiesLLC.com | |
| | | | 617-574-1100 | | |
| SHP Management Corp. | 7 Thomas Drive | Cumberland Foreside, ME 04110 | 978-373-9571 | | |
| Winn Residential Management | Six Faneuil Hall Marketplace | Boston, MA 02109 | 617-742-4500 | residential@winnco.com | |
| Related Management Co. | 423 West 55th Street | New York, NY 10019 | 508-557-1607 | | |
| | | | 212.319.1200 | | |
| Corcoran Management Co. | 100 Grandview Rd # 205 | Braintree, MA 02184 | (781) 849-0011 | kleonard@corcoranmgmt.com | Kay Leonard, Director of Affordable Housing |
| Corcoran Jennison Management | 150 Mt Vernon St | Dorchester, MA 02125 | (617) 822-7350 | agillespie@cjmanagement.com | |
| American Properties Team | 500 W Cummings Park #6050 | Woburn, MA 01801 | (781) 935-4200 | info@aptcondoteam.com | |
| Eastpoint Properties | | | (603) 836-5680 | | |
| RCAP Solutions | 12 E Worcester St. | Worcester, MA 01604 | (978) 630-6600 | LKirwan@rcapsolutions.org | RCAP Solutions Managed Properties: Linda Kirwan, Chief Elderly Services Officer and Director of Property Management, 978-630-6718 |
| Sterling Management Inc. | | | (978) 535-1400 | Lawrance.oconnor@gmail.com | |
| | | | 617 785 6188 | | |
| Dimeo Properties, Inc. | 475 Kilvert St # 210 | Warwick, RI 02886 | (401) 732-3300 | | |
| POAH Communities | 40 Court Street, Ste. 700 | Boston, MA 02108 | (617) 449-1007 | info@poah.org | |
| | | | 617-261-9898 | | |
| Dolben Company | 150 Presidential Way | Woburn, MA 01801 | (781) 404-4200 | propertymanagement@dolben.com | |
| Maloney Properties | 27 Mica Lane | Wellesley, MA 02481 | (617) 209-5412 | | |
| | | | 781-943-0200 | | |
| Harbor Management Company | 990 Paradise Road, Ste. 1A | Swampscott, MA 01907 | (781) 599-4343 | info@harbormgmt.com | |
| Trinity Management, LLC | 75 Federal Street, 4th Floor | Boston, MA 02110 | (617) 720-8400 | info@trinitymanagementllc.net | |
| | | | 617-542-3019 | | |
| Peabody Properties | 536 Granite Street | Braintree, MA 02184 | (781) 794-1000 | ppimail@peabodyproperties.com | |
| Harborlight Community Partners | 283 Elliott St | Beverly, MA 01915 | (978) 922-9775 | info@harborlightcp.org | |
| Nexus Property Management, Inc. | 49 N Union St | Pawtucket, RI 02860 | (781) 935-0611 | | |
| Franchi Management Co. | 182 W Central St # 303, | Natick, MA 01760 | (508) 650-4900 | info@franchimanagement.com | |
| Counterpoint | | | (617) 738-4980 | | |
| Federal Management Co., Inc. | | | (617) 482-8925 | | |
| The Schochet Companies | 536 Granite Street, Suite 301 | Braintree, MA 02184 | 617-398-5195 | info@schochet.com | |
| HallKeen Management | 1400 Providence Hwy #1000 | Norwood, MA 02062 | (617) 266-0044 | hallkeen@hallkeen.com | |
| | | | 781.762.4800 | | |
| Abrams Management Company | 621 Columbus Ave. | Boston, MA 02118 | (617) 424-1300 | | |
| Franklin Street Properties | 401 Edgewater Place | Wakefield, MA 01880 | (617) 292-8080 | InvestorRelations@franklinstreetproperties.com | |
| | | | | | |
| Metro Management Co. | 201 Sumner St | Boston, MA 02128 | (617) 569-5590 | | |
| Barkan Management Co. | 24 Farnsworth St | Boston, MA 02210 | (617) 482-5500 | | |
| Jewish Community Housing for the Elderly | 30 Wallingford Rd | Brighton, MA 02135 | (617) 254-8008 | info@jche.org | |
| Cooperative Services, Inc. | | | (781) 324-6600 | | |
| Rogerson Communities | 1 Florence St | Roslindale, MA 02131 | (617) 469-5830 | info@rogerson.org | |
| Housing Management Resources, Inc. | 500 Victory Rd | Quincy, MA 02171 | (617) 471-0300 | tleonard@hmrproperties.com | |
| Bay Cove Human Services | 66 Canal St | Boston, MA 02114 | (617) 371-3000 | | |
| Fields Corner CDC | One Arcadia Street | Dorchester, MA 02122 | (617) 282-4290 | DJFFIELDSCORNER@comcast.net | |
| Domicilia - UCP, Inc. | | | (617) 926-5480 | | |

Property Management Bid List.xls

| | | | | |
|--|-------------------------------------|------------------------------|----------------|------------------------------------|
| Jonathan Realty Company | 50 Redfield St # 105 | Dorchester, MA 02122 | (617) 929-1990 | |
| United Housing Management, LLC | 530 Warren St | Dorchester, MA 02121 | (617) 541-5510 | contactus@unitedhousing.com |
| Cruz Management | 434 Massachusetts Ave # 300 | Boston, MA 02118 | (617) 247-2389 | info@cruzcompanies.com |
| The Community Builders | 185 Dartmouth St | Boston, MA 02116 | (508) 757-3801 | |
| Neighborhood of Affordable Housing (NOAH) | 143 Border St | East Boston, MA 02128 | (617) 418-8245 | |
| First Realty Management | 151 Tremont St | Boston, MA 02111 | (617) 423-7000 | info@firstrealtygmt.com |
| Weston Associates, Inc. | 170 Newbury St # 2 | Boston, MA 02116 | (617) 266-0044 | pcooper@waboston.com |
| Reliant Realty Services | | | (347) 240-8255 | leasing@reliantrs.com |
| Lorenzo Pitts Inc. | 270 Roxbury St | Roxbury, MA 02119 | (617) 445-1461 | lorenzopitts@peabodyproperties.com |
| Sentry Property Management | 50 N Beacon St | Allston, MA 02134 | (617) 254-5100 | |
| Logo Apartments | | | (617) 266-2900 | |
| Marksdale Gardens Coop | | | (617) 445-9885 | |
| Waters & Co. | | | (617) 266-0796 | |
| Hearth Management Company | 1640 Washington St | Boston, MA 02118 | (617) 369-1568 | info@hearth-home.org |
| Tenants Development Corporation | 566 Columbus Ave | Boston, MA 02118 | (617) 247-3988 | |
| The Mount Vernon Company | 29 Commonwealth Avenue | Boston, MA 02116 | (617) 963-0855 | kate@mvernon.com |
| Hebrew Senior Life | | | (617) 363-8548 | |
| Druker Company | 50 Federal St # 1000 | Boston, MA 02110 | (617) 357-5700 | |
| Equity Residential | | | (617) 943-4508 | |
| Meredith Management Corporation | 12 Broadway | Beverly MA 01915 | (617) 965-2200 | info@meredithmanagement.com |
| Senior Living Residences | 45 Braintree Hill Office Park #306, | Braintree, MA 02184 | (617) 499-7147 | |
| CASCAP, Inc. | | | (617) 492-5559 | |
| Keith Properties | 14 Page Terrace | Stoughton, MA 02072 | (781) 828-8100 | info@keithproperties.net |
| The Hodges Companies | 201 Loudon Road | Concord, NH 03301 | (603) 224-9221 | |
| Glendale Management Corporation | | | (617) 387-1774 | |
| Claremont Management Company | One Lakeshore Center | Bridgewater, MA 02324 | (508) 997-6585 | info@claremontcorp.com |
| Nebel | 2 King Street | Worcester, MA 01610 | (508) 679-8353 | |
| Simsbury Associates | 14 Storrs Ave | Braintree, MA 02184 | (508) 324-7960 | |
| First Resource Management | 2001 Washington Street | Hanover, MA | (781) 659-0025 | ghelger@frmc1.com |
| B.F.R. Realty | | | (508) 879-1310 | |
| Newton Community Development Foundation (NCDF) | 425 Watertown St # 205 | Newton, MA 02458 | (617) 244-4035 | |
| National Development | 2310 Washington Street | Newton Lower Falls, MA 02462 | (617) 969-1200 | agallinaro@natdev.com |