



**THE PUBLIC BUILDINGS DEPARTMENT
A. NICHOLAS PARNELL, AIA, COMMISSIONER
Telephone (617) 796-1600
FAX (617) 796-1601
TTY: (617)796-1089
52 ELLIOT STREET
NEWTON HIGHLANDS, MA 02461**

**David B. Cohen
Mayor**

February 6, 2009

Enclosed please find the information package which includes the Designer Selection Committee Questionnaire and a Statement of Objectives, which intends to outline the basic scope of services desired by the City of Newton Public Buildings Department that will be associated with renovations to the Archive Preservation and Access Project including, but not limited to rehabilitating and providing climate control for the library/storage area, expanding collections storage and providing space for future collections of the Newton History Museum at the Jackson Homestead, 527 Washington Street, Newtonville, MA 02460.

You are requested to submit a response to the questionnaire. Lengthy, formalized and/or elaborate presentations are not desired. Please submit only that information which you feel pertinent.

Please submit (20) twenty copies of the completed questionnaire, and copy of the Tax Attestation Statement with Certificate of Corporate Authority no later than 2:00 p.m. February 25, 2009.

Joseph Michelson, Chairman
Designer Selection Committee
C/O Donna Anastasia
Public Buildings Department
52 Elliot Street
Newton Highlands, MA 02461
Telephone (617) 796-1600

Questions may be directed to Arthur F. Cabral or A. Nicholas Parnell @ (617) 796-1600.

ARCHITECTURAL SERVICES PROJECT INFORMATION PACKAGE

Statement of Objectives

The City of Newton through its Designer Selection Committee is currently seeking expressions of interest from individuals and firms for professional services for the following project, funded by the Community Preservation Act. This design and construction work shall be implemented, administered, reviewed and approved by the City's Public Buildings Department, in accordance with Section 5-2 of the Revised Ordinances of the City of Newton, Massachusetts, adopted November 5, 2007 and effective November 25, 2007.

The Museum has prepared a preliminary study that identifies the area and general configuration of the archives. This study has been submitted to the City of Newton and is the basis for the approved funding for this project.

The Goal of this project is to provide planning, architectural, asbestos abatement, structural, mechanical and electrical engineering services for the Archive Preservation and Access Project including, but not limited to rehabilitating and creating climate control for the library/storage area, expanding the collections storage area, providing space for future collections and renovations to the museum's accessible entrance at the Newton History Museum at the Jackson Homestead, 527 Washington Street, Newtonville, MA 02460.

All construction shall be subject to provisions of MGL Chapter 149. The Architect shall also ensure that all applicable codes and regulations including the Massachusetts State Building Code, 7th Edition, the rules and regulations of the Architectural Access Board, the Americans with Disabilities Act, as applicable, as well as all Massachusetts Public Health Department schedules reflect the realities of a construction project whose actual project construction will begin on or about November 1, 2009. Final designs for this project shall be completed on or before September 1, 2009.

The Museum will be available for site visits by prospective individuals and firms. Please contact the museum at 617-796-1450 to schedule a visit.

1.0 BASIC ARCHITECTURAL SERVICES

1.1 The Architect's Basic Services shall be focused on, but not limited to, the development of architectural programming and site analysis for the proposed renovations to the Newton History Museum at the Jackson Homestead.

1.2 a. The Architect's Basic Services consist of seven (7) phases described below and include architectural, structural, plumbing, fire protection, heating, ventilating, air conditioning, mechanical and electrical engineering services, special lighting, acoustical, and asbestos services (if required) to the satisfaction of the City, represented by its Public Buildings Commissioner. The Architect shall be

responsible for the quality of all engineering work. The Architect shall submit names of consultants at the time of the submission of this RFQ.

- b. The Architect, in performing its Basic Services, shall design all parts of the work and provide administration of the construction contract with due regard to economy, utility, strength appearance and maintenance.
- c. The Architect shall perform its duties in accordance with and mindful of all laws of the Commonwealth of Massachusetts and Ordinances of the City of Newton and particularly Article IV Section 5-54, whose ordinance is entitled The Design Review Committee. Included is the requirement that the Architect shall prepare and submit site plans in accordance with the procedures as outlined in Section 5-58 of the Revised Ordinances of Newton Massachusetts adopted, November 5, 2007 effective, November 25, 2007, if applicable. See Section 5-54 through 5-58, herein incorporated in this RFP as Attachment "A".
- d. The Architect's Basic Services shall also include appearances before the Design Review Committee and all other boards and committees of the City in connection with the seven phases set forth below, for which no additional compensation shall be given.

2.0 PHASE I - WORK PLAN

The selected architect is expected to meet with key members of City of Newton various departments throughout the design process. A proposed work plan and sequence of the activities for each component is to be prepared.

Duration: two (2) weeks

3.0 PHASE II - UPDATED SITE AND ENVIRONMENTAL ANALYSIS/ARCHITECTURAL PROGRAMMING

- 3.1 The Architect shall prepare a site and environmental analysis and architectural programming as required consisting of drawings, reports and other documents illustrating the characteristics as both site and structures and relationships of same, for approval by the City and shall submit, twenty (20) copies of each drawing and document to the City at his expense.

ARCHITECTURAL PROGRAMMING: The Architect is to provide the services required to establish the following detailed requirements for the project:

- A. Objectives, limitations and criteria.
- B. Space requirements.
- C. Space relations and relationships.
- D. Number and functional responsibilities of personnel.
- E. Flexibility and expandability.
- F. Special equipment and other systems.
- G. Site requirements and needs.
- H. Space/flow diagrams and pertinent descriptive texts.
- I. Existing facility survey including site.

- J. Project cost estimate.
- K. Project development scheduling.
- L. Project budgeting.
- M. Building and Zoning Code analysis.
- N. ADA requirements and analysis, if applicable.

3.2 The updated site and environmental analysis and architectural programming report, as referenced in 3.1 shall be submitted to the City after execution of a contract. The City's written approval of the site and environmental analysis and architectural programming must be received by the Architect before Phase III may start.

Duration: four (4) weeks

4.0 PHASE III - SCHEMATIC DESIGN

- 4.1 The Architect shall prepare from the approved site and environmental analysis and other data, Schematic Design consisting of drawings and other documents illustrating the scale and relationship of Project components for approval by the City.
- 4.2 The Architect will be required to prepare detailed room data sheets and diagrams establishing necessary adjacencies and proximities, as appropriate.
- 4.3 The Architect will program any site development when appropriate, including pedestrian and vehicular circulation with associated lighting.
- 4.4 Alternatives for Building & Site Development will be prepared.
- 4.5 The Architect shall submit to the City a statement of probable construction costs, prepared by a professional estimator, for the Project, based on current area, volume and other costs and based on a November 1, 2009 construction start date.
- 4.6 The Schematic Design Studies and probable construction costs shall be submitted to the City after approval of the site and environmental analysis. Approval of the Schematic Design Studies and probable construction costs must be accepted and approved by the City in writing before Phase IV may begin.
- 4.7 The Architect shall provide twenty (20) copies of each drawing and document to the City at his expense.

Duration: four (4) weeks

5.0 PHASE IV - DESIGN DEVELOPMENT

- 5.1 The Architect shall prepare from the approved program and Schematic Design Studies, for approval by the City, the Design Development Documents consisting of drawings, specifications and other documents to establish and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials, and such other essential back-up as may be appropriate.
- 5.2 The Architect shall submit to the City, at the end of the Design Development Phase, a Statement of Estimated Construction Cost prepared by a professional estimator. Cost shall not exceed the mutually agreed upon maximum construction cost based on a November 1, 2009 construction start date.
- 5.3 Design Development Documents and Probable Construction Costs shall be submitted to the City after approval of Schematic Design Studies. Approval in writing by the City must be received before Phase IV may commence.
- 5.4 The Architect shall supply twenty (20) copies of each drawing and other documents to the City at his expense.

Duration: four (4) weeks

6.0 PHASE V - CONSTRUCTION DOCUMENTS

- 6.1 The Architect shall prepare from the approved Design Development Documents, for approval by the City, Working Drawings and Specifications setting forth in detail the requirements for the construction of the Project including the necessary bidding information, and shall assist in the preparation of bidding forms, filed sub-bids, the Conditions of the Contract, and the form of Agreement between the City and the Contractor.
- 6.2 The drawings shall be in such detail as will show clearly the form, size, material, and arrangements of the various parts, all as is customarily required in contracts for the proper construction of the work. The designs shall conform to the Commonwealth of Massachusetts State Building Code 7th Edition as amended.
- 6.3 The Architect shall advise the City of any adjustments to previous Statements of Estimated Construction Cost indicated by changes in requirements or general market conditions and shall provide a detailed cost estimate prepared by a professional cost estimator.
- 6.4 The Architect shall assist the City in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.

- 6.5 The Working Drawings and Specifications and other documents necessary for going out to bid shall be submitted to the City after approval of Design Development Documents.
- 6.6 The Architect shall prepare and furnish twenty (20) blueprints or Diazo copies of the contract drawings and twenty (20) copies of specifications ready for review at the Architect's expense.

Duration: five (5) weeks

7.0 PHASE VI - BIDDING

- 7.1 The Architect, following the City's written approval of the Construction Documents and of the latest Statement of Estimated Construction Costs, shall assist the City in obtaining bids or proposals and in awarding and preparing construction contracts.
- 7.2 The Architect shall prepare and furnish within (2) two weeks, fifty (50) blueprints or Diazo copies of the City of Newton approved contract drawings and fifty (50) copies of specifications ready for bid at the architect's expense. The City shall pay for any number of copies that exceed the above mentioned (50) at the architect's printing cost plus 5%.
- 7.3 The Architect shall receive all inquiries relating to the bidding documents and when necessary answer questions by addenda. The Architect shall provide copies of all addenda to the Public Buildings Department as well as to the City's Purchasing Department prior to its distribution to bidders.
- 7.4 The Architect shall attend Pre-Bid conferences and Bid openings.
- 7.5 If the bid of the lowest eligible and responsible bidder exceeds the established Construction Budget, the Architect shall, if instructed in writing by the Owner or his representative, revise the scope or quality of the project for the purposes of bringing the cost within this limit. These revisions, and any re-bid for cost purposes shall be made without additional compensation to the Architect.

8.0 PHASE VII - CONSTRUCTION - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

- 8.1 The Construction Phase will commence with the award of the Construction Contract and will terminate when the final Certificate for Payment is issued to the City, and the City has given written notice of its formal acceptance of the Project as completed.
- 8.2 The Architect, as the representative of the City during the construction phase, shall advise and consult with the City and all of the City's instructions to the Contractor shall be issued through the Architect.
- 8.3 The Architect shall at all times have access to the work wherever it is in preparation or progress.

- 8.4 The Architect shall make weekly visits to the site to familiarize himself generally with the progress and the quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an architect, the architect shall guard the City against defects and deficiencies in the work of the Contractor.
- 8.5 Based on such observations at the site and on the Contractor's Applications for Payment, the Architect shall approve or disapprove the amount owing to the Contractor and shall issue Certificates for Payment in such amounts. The issuance of a Certificate for Payment shall constitute a representation by the Architect to the City, based on the Architect's observations at the site and on the data comprising the Application for Payment, that the work has progressed to the point indicated; that to the best of the Architect's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work for conformance with the Contract Documents upon substantial completion, to the results of any subsequent tests required by the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); that the Architect has checked and approved the monthly requisition for payments prepared by the Contractor during the construction; and that the Contractor is entitled to payment in the amount certified.
- 8.6 The Architect shall be, in the first instance, the interpreter of the technical requirements of the Contract Documents and the impartial judge of the performance thereunder by both the City and Contractor. The Architect shall make timely decisions on all claims of the City or Contractor relating to the Execution and progress of the work and on all other matters or questions related thereto.
- 8.7 The Architect shall have authority to reject work which does not conform to the Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the Contract Documents, he will have authority to require special inspection or testing of any work in accordance with the provisions for the Contract Documents whether or not such work be then fabricated, installed or completed.
- 8.8 The Architect shall review and approve shop drawings, samples, and other submissions of the Contractor for conformance with the requirements of the plans and specifications of the Project and for compliance with the information given in the Contract Documents and furnish one (1) copy of each to the City. These drawings shall be checked by the Architect and returned to the Contractor within ten (10) working days after receipt by him, unless a longer time is approved by the Public Buildings Commissioner.
- 8.9 The Architect shall prepare all Change Orders and shall issue all Change Orders only after consultation with and receipt of the written approval of the Public Buildings Commissioner for each change order.

9.0 ADDITIONAL SERVICES

- 9.1 Making major revisions to Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given by the City and are due to causes beyond the control of the Architect.
- 9.2 Providing professional services made necessary by the default of the Contractor due to delinquency or insolvency, or by major defects in the work of the Contractor in the performance of the Construction Contract and through no fault of the Architect.
- 9.3 If any Design Work is added or requested by the City to this Agreement beyond what is included in the Architectural Programming, the Public Buildings Commissioner and the Architect shall negotiate the fee for such additional services.
- 9.4 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.
- 9.5 Payment of the Architect for any additional services pursuant to this Agreement is subject to appropriation.
- 9.6 The City may, from time to time, require changes in the increase or decrease in the amount of the Architect's responsibilities under this contract. Such changes, including any increase or decrease in the amount of the Architect's compensation, which are mutually agreed upon by the City and the Architect shall be incorporated by written amendment to this Agreement. Neither the Architect nor its consultants shall be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Architect or the consultant in the preparation of bid documents (plans and specifications), in accordance with the provisions of General Laws, chapter 7, Section 38H (ii)(j) or shall the Architect or its consultants be compensated for any services resulting from the defective design work of the Architect, all as reasonably determined by the Public Buildings Commissioner of the City.

10.0 THE CITY'S RESPONSIBILITIES

- 10.1 The City shall provide full information regarding its requirements for the project and shall furnish to the Architect known and available survey data and information which is required by the Architect for the preparation of the design of the Project.
- 10.2 The City designates the Public Buildings Commissioner as its representative authorized to act in its behalf with respect to the Project, but the Public Buildings Commissioner shall not thereby assume personal liability. The Public Buildings Commissioner shall examine documents submitted by the architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's work.

10.3 The services, information, surveys and reports required by Paragraph 2.1 shall be furnished to the Architect.

10.4 The City shall furnish information required as expeditiously as necessary for the orderly progress of the work.

11.0 CONSTRUCTION COST

11.1 Construction cost does not include the compensation of the Architect, the cost of the land, rights-of-way, or other costs which are the responsibility of the City as provided in Article II.

11.2 Upon request of the Public Buildings Commissioner, the Architect shall recommend material, equipment, component systems and types of construction which are to be included in the Contract Documents in order to bring the Construction Cost within the fixed limit as stated in the Contract Documents.

11.3 If the lowest responsible bid exceeds such fixed limit of Construction Cost established as a condition of this Agreement, the City shall (1) give written approval of an increase in such fixed limit, (2) authorize re-bidding the project within a reasonable time for cause, or (3) cooperate in revising the Project scope and quality as required to reduce the probable Construction Cost. In the case of (3), the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to bring the Construction Cost within the fixed limit at no additional cost to the City.

12.0 DIRECT PERSONNEL EXPENSE

12.1 Direct Personnel Expense of employees engaged on the Project by the Architect shall include architects, engineers, designers, job captains, draftsmen, specification writers and typists, used in consultation, research and design, in producing drawings, specifications and other documents pertaining to the Project, and in services during construction at the site.

12.2 Direct Personnel Expense includes cost of salaries only and is exclusive of any other costs.

13.0 REIMBURSABLE EXPENSES

13.1 Reimbursable Expenses are in addition to the Architect's Basic and Additional Services and shall include actual expenditures made by the Architect, his employees, or his professional consultants in the interest of the Project provided that the City has given prior written approval.

14.0 PAYMENTS TO THE ARCHITECT

- 14.1 Payments on account of the Architect's Basic Services shall be made as follows:
- 14.2 Payment for Basis Services shall be made monthly in proportion to services performed so that the compensation of each Phase shall equal the following percentages of the total Basic Compensation.
- 14.3 Payment for Additional Services of the Architect as defined in Paragraph 9.0 shall be made monthly upon presentation of the Architect's statement of services rendered and the approval of same by the Public Buildings Commissioner and subject to appropriation by the Board of Aldermen.
- 14.4 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors where the Architect is not at fault as determined by the Public Buildings Commissioner.
- 14.5 If the Project is suspended for more than three months or abandoned in whole or in part, the Architect shall be paid his compensation for services performed. Supervision of construction and payment therefore to the Architect may be suspended by the City in the event of strikes, acts of God, or other causes beyond the control of the City and the Architect.
- 14.6 Payment for the Architect's Direct Personnel Expense, and Reimbursable Expenses shall be in accordance with Paragraph 12 and Paragraph 13, respectively.

15.0 ARCHITECT'S ACCOUNTING RECORDS

- 15.1 The Architect shall maintain financial records in accordance with a generally recognized accounting method which financial records shall include the Architect's Direct Personnel Expense and Reimbursable Expenses pertaining to the Project. The Architect shall make such financial records available for review at a mutually convenient time by the Public Buildings Commissioner, the Comptroller of the City of Newton, or the authorized representative of either, upon twenty-four (24) hours prior notice.

16.0 OWNERSHIP OF DOCUMENTS

- 16.01 All Drawings and Specifications prepared by the Architect or its Consultants shall be the property of the City and shall remain the property of the City even if the Project is not completed.

17.0 PROFESSIONAL LIABILITY INSURANCE

17.1 All Basic Services, Extra Services, including requirements for consultants required for the performance of this Contract, shall be protected by Errors and Omissions Insurance. The insurance should provide for coverage of no less than \$100,000.00 or 10% of the project's estimated construction cost whichever is greater, with a maximum deductible of \$50,000.00. This insurance shall be in effect during the entire term of this contract. A Certificate of Insurance shall be supplied by the Architect as evidence of a valid in force professional liability insurance policy at the time of the execution of this Agreement and said certificate shall state that the insurer shall give the City 30 days written notice before expiration or cancellation of the professional liability insurance policy.

17.2 In addition to professional liability insurance, the Architect shall also furnish to the City proof of a valid in force commercial liability insurance policy with coverage in the amount of not less than \$100,000.00 per person, \$250,000.00 aggregate.

18.0 ARCHITECT CERTIFICATION

18.1 In accordance with the provisions of General Laws, Chapter 7, Section 38H(e):

- (i) Neither the Architect or its consultants has given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment for an inducement for, or in conjunction with, the Award of this Agreement.
- (ii) No person, corporation or other entity, other than a bona fide full time employee of the Architect has been retained or hired by the Architect to solicit for or in any way assist the Architect in obtaining this Agreement upon entities shall be paid a fee or other consideration contingent upon the award of this Agreement to the Architect; and
- (iii) The Architect has internal accounting controls as required by General Laws, Chapter 30, Section 39R (c) and the Architect has filed and will continue to file an audited financial statement as required by General Laws, Chapter 30, Section 39R (d).

19.0 WAIVER OF WORKMEN'S COMPENSATION AND UNEMPLOYMENT COMPENSATION BENEFITS

19.1 It is agreed that neither the Architect nor its employees, agents, servants or other persons for whose conduct the Architect is responsible shall be deemed to be employees of the City and neither it nor shall they file any claim nor bring any action for workmen's compensation or unemployment benefits or other

compensation for which it or they may otherwise be eligible as a result of work performed pursuant to the terms of this Agreement. At the time of the execution of this Agreement, the Architect shall provide a Certificate of Insurance showing that its employees are covered for workmen's compensation, in the statutory amounts required by the Commonwealth of Massachusetts.

20.0 TERMINATION OF AGREEMENT

20.1 This Agreement may be terminated by the City upon seven (7) days written notice should the Architect fail to substantially perform in accordance with the terms of the Agreement as determined by the Public Buildings Commissioner.

20.2 Termination for Non-Appropriation: The City's obligations pursuant to this Agreement are subject to the appropriation of the necessary funds, except to the extent that the availability of funds has been certified to by the City Comptroller. If for any fiscal year or any part thereof during the term of this Agreement, funds for the discharge of the City's obligations under this Agreement are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn, then this Agreement shall terminate. In the event of such non-appropriation, reduction or in withdrawal of funding, the City shall notify the Architect of the same and this Agreement shall terminate as of the date stated in said notice or as of the date when such appropriated or authorized funds are exhausted or withdrawn, whichever is later, without liability to the City for damages, penalties or other charges on account of such termination.

20.3 In the event of a termination due to non-appropriation, reduction in or withdrawal of funding, the City shall pay the Architect for only those services completed to the effective date of termination up to the amount of funds actually appropriated.

20.4 The City agrees to make reasonable efforts to obtain funding and all necessary authorizations, and to notify the Architect promptly when they have been obtained or when it appears certain they will not be obtained. If partial funding is sufficient for a clearly separate or separable task (or tasks) should be made available, the parties may agree to perform their respective obligations relative to such task(s), and this Agreement shall be amended accordingly.

21.0 SUCCESSORS AND ASSIGNS

21.1 This Agreement shall be binding upon the City, its successors and assigns and the Architect, its partners, successors, assigns and legal representatives. Neither the City nor the Architect shall assign, sublet or transfer any obligation or duty set forth herein nor any interest in this Agreement without the prior written consent of the other.

22.0 EXTENT OF AGREEMENT

22.1 This Agreement represents the entire and integrated agreement between the City and the Architect and supercedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Architect.

23.0 GOVERNING LAW

23.1 This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

24.0 ATTACHMENTS

24.1 Attached hereto are the following schedules which are incorporated into this Contract and made a part hereof.

Schedule A - Sample Agreement

Schedule B - Commonwealth of Massachusetts DSB Application Form

Schedule C - Satisfaction of State Tax Requirements Attestation Form

Schedule D - Certificate of Authority – Business Corporations

Schedule E - Design Review Committee Ordinance

Disclosure

The questionnaire submitted in response to this advertisement will be considered the property of the City of Newton, and may be utilized as deemed appropriate by the City. Should the offeror desire that certain data within the questionnaire not be utilized for purposes of other than certain data within the Questionnaire, such data shall be identified on the cover page of the Questionnaire with the written provision that if a contract is awarded as a result of this Questionnaire, the City of Newton shall have the right to use or disclose such data as deemed appropriate. Unless restricted as above, information submitted in response to this request may become subject to disclosure to the public pursuant to the provisions of the Freedom Information Act (5 U.S.C. 552).

False Representation

Information must be fully accurate and complete. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

Minority Outreach

Qualified minority individuals and firms are encouraged to submit expressions of interest.

Equal Opportunity Requirements

Offerors are hereby advised that submission of a signed questionnaire in response to this advertisement will be deemed to express the intent to comply in all respects with the following non-discrimination provisions as applicable:

Title VI, Civil Rights Act of 1964, as amended.
Title VII, Civil Rights Act of 1968, as amended.
Executive Order 11063 and 11246.

State Tax Requirements

As required by Chapter 233, Acts of 1983, the successful consultant will be required to sign an attestation form certifying that all state tax returns have been filed, all state taxes paid. Offerors are advised that submission of a signed questionnaire in response to this advertisement will be deemed to express the offeror's intent to comply with Massachusetts statutes.

SCHEDULE C

SATISFACTION OF STATE TAX REQUIREMENTS

ATTEST FORM

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Social Security Number or
Federal Identification Number

Signature of Individual or Corporate
Name

Date:

Corporate Officer (if applicable)

SCHEDULE D

CERTIFICATE OF AUTHORITY - BUSINESS CORPORATIONS

At a duly authorized meeting of the Board of Directors of _____
(name of corporation)
held on _____ at which all Directors were present or waived notice, it was
voted that, _____ (name) of this company be and be hereby is
authorized to execute contracts and bonds in the name and behalf of said company, and affix
its Corporate Seal thereto, and such execution of any contact of obligation in this company's
name on its behalf by such _____ under seal of the company, shall be valid
and binding upon this company.

A TRUE COPY

ATTEST (clerk or secretary

Place of Business

I hereby certify that I am the clerk/secretary of the _____
(name of company)
that is the duly elected _____ of said company, and the above vote
has not been amended or rescinded and remains in full force and effect as of
_____, the date on which the corporation's authorized representative,
named above, affixed his/her signature to this contract.

Clerk or Secretary
(Corporate Seal)

SCHEDULE A

SAMPLE

AGREEMENT FOR ARCHITECTURAL SERVICES
FOR DESIGN OF THE
RENOVATIONS TO THE NEWTON HISTORY MUSEUM
AT THE JACKSON HOMESTEAD
527 WASHINGTON STREET, NEWTONVILLE, MA 02460

This AGREEMENT made this day of _____ in the year Two Thousand Nine
and between

XXXXXX, Inc.

a corporation organized and existing under the laws of the Commonwealth of
Massachusetts and having a usual place of business is hereinafter referred to as the
“ARCHITECT”, and the

CITY OF NEWTON

A municipal corporation organized and existing under the laws of the Commonwealth of
Massachusetts referred to as the CITY.

It is the intention of the City to compensate the Architect as provided under the terms and
conditions of this Agreement as consideration for the design and contract administration
services of the Architect for the renovations to the Newton History Museum at the Jackson
Homestead, 527 Washington Street, Newtonville, MA 02460

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The City and Architect agree as set forth below.

- I. The ARCHITECT shall provide professional services for the Terms and Conditions of
this Agreement.
- II. CONSTRUCCION COST – The maximum bid construction cost is to be fixed at a
number to be mutually agreement upon by the City and the Architect.
- III. The CITY shall compensate the Architect based on a fixed fee, in accordance with the
Terms and Conditions of this Agreement as follows:
 - A. FOR THE ARCHITECT’S BASIC SERVICES, as described in
Paragraph 1.1, and Paragraph 1.2, compensation shall be _____

- B. FOR THE ARCHITECT'S ADDITIONAL SERVICES, as described in Section 9.0, Compensation, subject to appropriation therefore, computed as follows:

Principals' time at the fixed rate of \$ ____ per hour. For purposes of this Agreement, the Principals are:

Employees' time computed at a multiple of two and a half (2.5) times the Employees' Direct Personnel Expense as defined in Section 12.0 but shall not exceed Principal's rate.

For additional services, such as the Architect's Consulting Engineers, compensation shall be computed as follows:

The amount billed to the Architect without mark up.

- C. The Architect shall perform its duties in accordance with and mindful of all laws of the Commonwealth of Massachusetts and Ordinances of the City of Newton and particularly Article IV Section 5-54, whose ordinance is entitled The Design Review Committee. Included is the requirement that the Architect shall prepare and submit site plans in accordance with the procedures as outlined in Section 5-58 of the Revised Ordinances of Newton Massachusetts adopted, November 5, 2007, effective November 25, 2007, if applicable. See Section 5-54 through 5-58, herein incorporated in this contract.
- D. The Architect's Basic Service shall also include appearances before the Design Review Committee and all other boards and committees of the City in connection with the seven phases set forth below, for which no additional compensation shall be given.

1.0 BASIC ARCHITECTURAL SERVICES

- 1.1 The Architect's Basic Services shall be focused on, but not limited to, the development of architectural programming and site analysis for the proposed renovations to the Newton History Museum at the Jackson Homestead, 527 Washington Street, Newtonville, MA 02460.
- 1.2 a. The Architect's Basic Services consist of seven (7) phases described below and include architectural, structural, plumbing, fire protection, heating, ventilating, air conditioning, mechanical and electrical engineering services, special lighting, acoustical, and asbestos services to the satisfaction of the City, represented by its Public Buildings Commissioner. The Architect shall be responsible for the quality of all engineering work. The Architect shall submit names of consultants at the time of the submission of this RFQ.

- b. The Architect, in performing its Basic Services, shall design all parts of the work and provide administration of the construction contract with due regard to economy, utility, strength appearance and maintenance.
- c. The Architect shall perform its duties in accordance with and mindful of all laws of the Commonwealth of Massachusetts and Ordinances of the City of Newton and particularly Article IV Section 5-54, whose ordinance is entitled The Design Review Committee. Included is the requirement that the Architect shall prepare and submit site plans in accordance with the procedures as outlined in Section 5-58 of the Revised Ordinances of Newton Massachusetts adopted, January 27, 2002 effective, February 11, 2002, if applicable. See Section 5-54 through 5-58, herein incorporated in this contract as Schedule E.
- d. The Architect's Basic Services shall also include appearances before the Design Review Committee and all other boards and committees of the City in connection with the seven phases set forth below, for which no additional compensation shall be given.

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The selected architect is expected to meet with key members of City of Newton various departments throughout the design process. A proposed work plan and sequence of the activities for each component is to be prepared.

Duration: two (2) weeks

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- 3.1 The Architect shall prepare a site and environmental analysis and architectural programming as required consisting of drawings, reports and other documents illustrating the characteristics as both site and structures and relationships of same, for approval by the City and shall submit, twenty (20) copies of each drawing and document to the City at his expense.

ARCHITECTURAL PROGRAMMING: The Architect is to provide the services required to establish the following detailed requirements for the project:

- A. Objectives, limitations and criteria.
- B. Space requirements.
- C. Space relations and relationships.
- D. Number and functional responsibilities of personnel.
- E. Flexibility and expandability.
- F. Special equipment and other systems.

- G. Site requirements and needs.
- H. Space/flow diagrams and pertinent descriptive texts.
- I. Existing facility survey including site.
- J. Project cost estimate.
- K. Project development scheduling.
- L. Project budgeting.
- M. Building and Zoning Code analysis.
- N. ADA requirements and analysis, if applicable.

3.2 The updated site and environmental analysis and architectural programming report, as referenced in 3.1 shall be submitted to the City after execution of a contract. The City's written approval of the site and environmental analysis and architectural programming must be received by the Architect before Phase III may start.

Duration: four (4) weeks

4.0 PHASE III - SCHEMATIC DESIGN

- 4.1 The Architect shall prepare from the approved site and environmental analysis and other data, Schematic Designs consisting of drawings and other documents illustrating the scale and relationship of Project components for approval by the City.
- 4.2 The Architect shall prepare from the approved site and environmental analysis and other data, Schematic Designs consisting of drawings and other documents for furnishings.
- 4.3 The architect will be required to prepare detailed room data sheets and diagrams establishing necessary adjacencies and proximities, as appropriate.
- 4.4 The architect will program any site development when appropriate, including pedestrian and vehicular circulation, including associated lighting.
- 4.5 Alternatives for Building & Site Development will be prepared.
- 4.6 The Architect shall submit to the City a statement of probable construction costs, prepared by a professional estimator, for the Project, based on current area, volume and other costs and based on a November 1, 2009 construction start date.
- 4.7 The Schematic Design Studies and probable construction costs shall be submitted to the City after approval of the site and environmental analysis. Approval of the Schematic Design Studies and probable construction costs must be accepted and approved by the City in writing before Phase IV may begin.
- 4.8 The Architect shall provide twenty (20) copies of each drawing and document to the City at his expense for each high school.

Duration: fourteen (14) weeks

5.0 PHASE IV - DESIGN DEVELOPMENT

- 5.1 The Architect shall prepare from the approved program and Schematic Design Studies, for approval by the City, the Design Development Documents consisting of drawings, specifications and other documents to establish and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials, and such other essential back-up as may be appropriate.
- 5.2 The Architect shall submit to the City, at the end of the Design Development Phase, a Statement of Estimated Construction Cost prepared by a professional estimator. Cost shall not exceed the mutually agreed upon maximum construction cost based on a November 1, 2009 construction start date.
- 5.3 Design Development Documents and Probable Construction Costs shall be submitted to the City after approval of Schematic Design Studies. Approval in writing by the City must be received before Phase IV may commence.
- 5.4 The Architect shall supply twenty (20) copies of each drawing and other documents to the City at his expense.

Duration: four (4) weeks

6.0 PHASE V - CONSTRUCTION DOCUMENTS

- 6.1 The Architect shall prepare from the approved Design Development Documents, for approval by the City, Working Drawings and Specifications setting forth in detail the requirements for the construction of the Project including the necessary bidding information, and shall assist in the preparation of bidding forms, filed sub-bids, the Conditions of the Contract, and the form of Agreement between the City and the Contractor.
- 6.2 The drawings shall be in such detail as will show clearly the form, size, material, and arrangements of the various parts, all as is customarily required in contracts for the proper construction of the work. The designs shall conform to the Commonwealth of Massachusetts State Building Code 7th Edition as amended.

- 6.3 The Architect shall advise the City of any adjustments to previous Statements of Estimated Construction Cost indicated by changes in requirements or general market conditions and shall provide a detailed cost estimate prepared by a professional cost estimator.
- 6.4 The Architect shall assist the City in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.
- 6.5 The Working Drawings and Specifications and other documents necessary for going out to bid shall be submitted to the City after approval of Design Development Documents.
- 6.6 The Architect shall prepare and furnish twenty (20) blueprints or Diazo copies of the contract drawings and eighteen (18) copies of specifications ready for review at the architect's expense.

Duration: five (5) weeks

7.0 PHASE VI - BIDDING

- 7.1 The Architect, following the City's written approval of the Construction Documents and of the latest Statement of Estimated Construction Costs, shall assist the City in obtaining bids or proposals and in awarding and preparing construction contracts.
- 7.2 The Architect shall prepare and furnish within (2) two weeks two hundred (200) blueprints or Diazo copies of the City of Newton approved contract drawings and two hundred (200) copies of specifications ready for bid at the architect's expense. The City shall pay for any number of copies that exceed the above mentioned (200) at the architect's printing cost plus 5%.
- 7.3 The Architect shall receive all inquiries relating to the bidding documents and when necessary answer questions by addenda. The Architect shall provide copies of all addenda to the Public Buildings Department as well as to the City's Purchasing Department.
- 7.4 The Architect shall attend Pre-Bid conferences and Bid openings.
- 7.5 If the bid of the lowest eligible and responsible bidder exceeds the established Construction Budget, the Architect shall, if instructed in writing by the Owner or his representative, revise the scope or quality of the project for the purposes of bringing the cost within this limit. These revisions, and any re-bid for cost purposes shall be made without additional compensation to the Architect.

8.0 PHASE VII - CONSTRUCTION - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

- 8.1 The Construction Phase will commence with the award of the Construction Contract and will terminate when the final Certificate for Payment is issued to the City, and the City has given written notice of its formal acceptance of the Project as completed.
- 8.2 The Architect, as the representative of the City during the construction phase, shall advise and consult with the City and all of the City's instructions to the Contractor shall be issued through the Architect.
- 8.3 The Architect shall at all times have access to the work wherever it is in preparation or progress.
- 8.4 The Architect shall make weekly visits to the site to familiarize himself generally with the progress and the quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. The Architect, based upon the observation of the construction, shall guard the City against defects and deficiencies in the work of the Contractor.
- 8.5 Based on such observations at the site and on the Contractor's Applications for Payment, the Architect shall approve or disapprove the amount owing to the Contractor and shall issue Certificates for Payment in such amounts. The issuance of a Certificate for Payment shall constitute a representation by the Architect to the City, based on the Architect's observations at the site and on the data comprising the Application for Payment, that the work has progressed to the point indicated; that to the best of the Architect's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work for conformance with the Contract Documents upon substantial completion, to the results of any subsequent tests required by the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); that the Architect has checked and approved the monthly requisition for payments prepared by the Contractor during the construction; and that the Contractor is entitled to payment in the amount certified.
- 8.6 The Architect shall be, in the first instance, the interpreter of the technical requirements of the Contract Documents and the impartial judge of the performance thereunder by both the City and Contractor. The Architect shall make timely decisions on all claims of the City or Contractor relating to the Execution and progress of the work and on all other matters or questions related thereto.

- 8.7 The Architect shall have authority to reject work which does not conform to the Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the Contract Documents, he will have authority to require special inspection or testing of any work in accordance with the provisions for the Contract Documents whether or not such work be then fabricated, installed or completed.
- 8.8 The Architect shall review and approve shop drawings, samples, and other submissions of the Contractor for conformance with the requirements of the plans and specifications of the Project and for compliance with the information given in the Contract Documents and furnish one (1) copy of each to the City. These drawings shall be checked by the Architect and returned to the Contractor within ten (10) working days after receipt by him, unless a longer time is approved by the Public Buildings Commissioner.
- 8.9 The Architect shall prepare all Change Orders and shall issue all Change Orders only after consultation with and receipt of the written approval of the Public Buildings Commissioner for each change order.

9.0 ADDITIONAL SERVICES

- 9.1 Making major revisions to Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given by the City and are due to causes beyond the control of the Architect.
- 9.2 Providing professional services made necessary by the default of the Contractor Due to delinquency or insolvency, or by major defects in the work of the Contractor in the performance of the Construction Contract and through no fault of the Architect.
- 9.3 If any Design Work is added or requested by the City to this Agreement beyond what is included in the Architectural Programming, the Public buildings Commissioner and the Architect shall negotiate the fee for such additional services.
- 9.4 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.
- 9.5 Payment of the Architect for any additional services pursuant to this Agreement is subject to appropriation.
- 9.6 The City may, from time to time, require changes in the increase or decrease in the amount of the Architect's responsibilities under this contract. Such changes, including any increase or decrease in the amount of the Architect's compensation, which are mutually agreed upon by the City and the Architect shall be incorporated by written amendment to this Agreement. Neither the Architect nor its

consultants shall be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Architect or the consultant in the preparation of bid documents (plans and specifications), in accordance with the provisions of General Laws, chapter 7, Section 38H (ii)(j) or shall the Architect or its consultants be compensated for any services resulting from the defective design work of the Architect, all as reasonably determined by the Public Buildings Commissioner of the City.

10.0 THE CITY'S RESPONSIBILITIES

10.1 The City shall provide full information regarding its requirements for the project and shall furnish to the Architect known and available survey data and information which is required by the Architect for the preparation of the design of the Project.

10.2 The City designates the Public Buildings Commissioner as its representative authorized to act in its behalf with respect to the Project, but the Public Buildings Commissioner shall not thereby assume personal liability. The Public Buildings Commissioner shall examine documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's work.

10.3 The services, information, surveys and reports required by Paragraph 2.1 shall be furnished to the Architect.

10.4 The City shall furnish information required as expeditiously as necessary for the orderly progress of the work.

11.0 CONSTRUCTION COST

11.1 Construction cost does not include the compensation of the Architect, the cost of the land, rights-of-way, or other costs which are the responsibility of the City as provided in Article II.

11.2 Upon request of the Public Buildings Commissioner, the Architect shall recommend material, equipment, component systems and types of construction which are to be included in the Contract Documents in order to bring the Construction Cost within the fixed limit as stated in the Contract Documents.

11.3 If the lowest responsible bid exceeds such fixed limit of Construction Cost established as a condition of this Agreement, the City shall (1) give written approval of an increase in such fixed limit, (2) authorize re-bidding the project within a reasonable time for cause, or (3) cooperate in revising the Project scope and quality as required to reduce the probable Construction

Cost. In the case of (3), the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to bring the Construction Cost within the fixed limit at no additional cost to the City.

12.0 DIRECT PERSONNEL EXPENSE

12.1 Direct Personnel Expense of employees engaged on the Project by the Architect shall include architects, engineers, designers, job captains, draftsmen, specification writers and typists, used in consultation, research and design, in producing drawings, specifications and other documents pertaining to the Project, and in services during construction at the site.

12.2 Direct Personnel Expense includes cost of salaries only and is exclusive of any other costs.

13.0 REIMBURSABLE EXPENSES

13.1 Reimbursable Expenses are in addition to the Architect's Basic and Additional Services and shall include actual expenditures made by the Architect, his employees, or his professional consultants in the interest of the Project provided that the City has given prior written approval.

14.0 PAYMENTS TO THE ARCHITECT

14.1 Payments on account of the Architect's Basic Services shall be made as follows:

14.2 Payment for Basis Services shall be made monthly in proportion to services performed so that the compensation of each Phase shall equal the following percentages of the total Basic Compensation.

14.3 Payment for Additional Services of the Architect as defined in Paragraph 9.0 shall be made monthly upon presentation of the Architect's statement of services rendered and the approval of same by the Public Buildings Commissioner and subject to appropriation by the Board of Aldermen.

14.4 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors where the Architect is not at fault as determined by the Public Buildings Commissioner.

- 14.5 If the Project is suspended for more than three months or abandoned in whole or in part, the Architect shall be paid his compensation for services performed. Supervision of construction and payment therefore to the Architect may be suspended by the City in the event of strikes, acts of God, or other causes beyond the control of the City and the Architect.
- 14.6 Payment for the Architect's Direct Personnel Expense, and Reimbursable Expenses shall be in accordance with Paragraph 12 and Paragraph 13, respectively.

15.0 ARCHITECT'S ACCOUNTING RECORDS

- 15.1 The Architect shall maintain financial records in accordance with a generally recognized accounting method which financial records shall include the Architect's Direct Personnel Expense and Reimbursable Expenses pertaining to the Project. The Architect shall make such financial records available for review at a mutually convenient time by the Public Buildings Commissioner, the Comptroller of the City of Newton, or the authorized representative of either, upon twenty-four (24) hours prior notice.

16.0 OWNERSHIP OF DOCUMENTS

- 16.01 All Drawings and Specifications prepared by the Architect or its Consultants shall be the property of the City and shall remain the property of the City even if the Project is not completed.

17.0 PROFESSIONAL LIABILITY INSURANCE

- 17.1 All Basic Services, Extra Services, including requirements for consultants required for the performance of this Contract, shall be protected by Errors and Omissions Insurance. The insurance should provide for coverage of no less than \$100,000.00 or 10% of the project's estimated construction cost whichever is greater, with a maximum deductible of \$50,000.00. This insurance shall be in effect during the entire term of this contract. A Certificate of Insurance shall be supplied by the Architect as evidence of a valid in force professional liability insurance policy at the time of the execution of this Agreement and said certificate shall state that the insurer shall give the City 30 days written notice before expiration or cancellation of the professional liability insurance policy.
- 17.2 In addition to professional liability insurance, the Architect shall also furnish to the City proof of a valid in force commercial liability insurance policy with coverage in the amount of not less than \$100,000.00 per person, \$250,000.00 aggregate.

18.0 ARCHITECT CERTIFICATION

18.1 In accordance with the provisions of General Laws, Chapter 7, Section 38H(e):

- (i) Neither the Architect or its consultants has given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment for an inducement for, or in conjunction with, the Award of this Agreement.
- (ii) No person, corporation or other entity, other than a bona fide full time employee of the Architect has been retained or hired by the Architect to solicit for or in any way assist the Architect in obtaining this Agreement upon entities shall be paid a fee or other consideration contingent upon the award of this Agreement to the Architect; and
- (iii) The Architect has internal accounting controls as required by General Laws, Chapter 30, Section 39R (c) and the Architect has filed and will continue to file an audited financial statement as required by General Laws, Chapter 30, Section 39R (d).

19.0 WAIVER OF WORKMEN'S COMPENSATION AND UNEMPLOYMENT COMPENSATION BENEFITS

19.1 It is agreed that neither the Architect nor its employees, agents, servants or other persons for whose conduct the Architect is responsible shall be deemed to be employees of the City and neither it nor shall they file any claim nor bring any action for workmen's compensation or unemployment benefits or other compensation for which it or they may otherwise be eligible as a result of work performed pursuant to the terms of this Agreement. At the time of the execution of this Agreement, the Architect shall provide a Certificate of Insurance showing that its employees are covered for workmen's compensation, in the statutory amounts required by the Commonwealth of Massachusetts.

20.0 TERMINATION OF AGREEMENT

20.1 This Agreement may be terminated by the City upon seven (7) days written notice should the Architect fail to substantially perform in accordance with the terms of the Agreement as determined by the Public Buildings Commissioner.

20.2 Termination for Non-Appropriation: The City's obligations pursuant to this Agreement are subject to the appropriation of the necessary funds, except to the extent that the availability of funds has been certified to by the City Comptroller. If for any fiscal year or any part thereof during the term of this Agreement, funds for the discharge of the City's obligations under this Agreement are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn, then this Agreement shall terminate. In the event of such non-

appropriation, reduction or in withdrawal of funding, the City shall notify the Architect of the same and this Agreement shall terminate as of the date stated in said notice or as of the date when such appropriated or authorized funds are exhausted or withdrawn, whichever is later, without liability to the City for damages, penalties or other charges on account of such termination.

- 20.3 In the event of a termination due to non-appropriation, reduction in or withdrawal of funding, the City shall pay the Architect for only those services completed to the effective date of termination up to the amount of funds actually appropriated.
- 20.4 The City agrees to make reasonable efforts to obtain funding and all necessary authorizations, and to notify the Architect promptly when they have been obtained or when it appears certain they will not be obtained. If partial funding is sufficient for a clearly separate or separable task (or tasks) should be made available, the parties may agree to perform their respective obligations relative to such task(s), and this Agreement shall be amended accordingly.

21.0 SUCCESSORS AND ASSIGNS

- 21.1 This Agreement shall be binding upon the City, its successors and assigns and The Architect, its partners, successors, assigns and legal representatives. Neither the City nor the Architect shall assign, sublet or transfer any obligation or duty set forth herein nor any interest in this Agreement without the prior written consent of the other.

22.0 EXTENT OF AGREEMENT

- 22.1 This Agreement represents the entire and integrated agreement between the City and the Architect and supercedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Architect.

23.0 GOVERNING LAW

- 23.1 This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

24.0 ATTACHMENTS

- 24.1 Attached hereto are the following schedules which are incorporated into this Contract and made a part hereof.

Disclosure

The questionnaire submitted in response to this advertisement will be considered the property of the City of Newton, and may be utilized as deemed appropriate by the City. Should the offeror desire that certain data within the questionnaire not be utilized for purposes of other than certain data within the Questionnaire, such data shall be identified on the cover page of the Questionnaire with the written provision that if a contract is awarded as a result of this Questionnaire, the City of Newton shall have the right to use or disclose such data as deemed appropriate. Unless restricted as above, information submitted in response to this request may become subject to disclosure to the public pursuant to the provisions of the Freedom Information Act (5 U.S.C. 552).

False Representation

Information must be fully accurate and complete. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

Minority Outreach

Qualified minority individuals and firms are encouraged to submit expressions of interest.

Equal Opportunity Requirements

Offerors are hereby advised that submission of a signed questionnaire in response to this advertisement will be deemed to express the intent to comply in all respects with the following non-discrimination provisions as applicable:

Title VI, Civil Rights Act of 1964, as amended.
Title VII, Civil Rights Act of 1968, as amended.
Executive Order 11063 and 11246.

State Tax Requirements

As required by Chapter 233, Acts of 1983, the successful consultant will be required to sign an attestation form certifying that all state tax returns have been filed, all state taxes paid. Offerors are advised that submission of a signed questionnaire in response to this advertisement will be deemed to express the offeror's intent to comply with Massachusetts statutes.

Schedule A - Sample Agreement

Schedule B - Commonwealth of Massachusetts DSB Application Form

Schedule C - Satisfaction of State Tax Requirements Attestation Form

Schedule D - Certificate of Authority – Business Corporations

Schedule E - Design Review Committee Ordinance

SCHEDULE C

SATISFACTION OF STATE TAX REQUIREMENTS

ATTEST FORM

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Social Security Number or
Federal Identification Number

Signature of Individual or Corporate
Name

Date:

Corporate Officer (if applicable)

SCHEDULE D

CERTIFICATE OF AUTHORITY - BUSINESS CORPORATIONS

At a duly authorized meeting of the Board of Directors of _____
(name of corporation)
held on _____ at which all Directors were present or waived notice, it was
voted that, _____ (name) of this company be and be hereby is
authorized to execute contracts and bonds in the name and behalf of said company, and affix
its Corporate Seal thereto, and such execution of any contact of obligation in this company's
name on its behalf by such _____ under seal of the company, shall be valid
and binding upon this company.

A TRUE COPY

ATTEST (clerk or secretary

Place of Business

I hereby certify that I am the clerk/secretary of the _____
(name of company)
that is the duly elected _____ of said company, and the above vote
has not been amended or rescinded and remains in full force and effect as of
_____, the date on which the corporation's authorized representative,
named above, affixed his/her signature to this contract.

Clerk or Secretary
(Corporate Seal)

ARTICLE III. DESIGNER SELECTION COMMITTEE

Sec. 5-35. Established; purpose.

A designer selection committee is hereby established to make recommendations to the mayor whenever an architect is to be engaged by the city for any purpose, and the mayor shall consult with this committee and shall select said architect from these recommendations. At least three (3) recommendations shall be offered and the mayor may request three (3) additional recommendations from which he shall make his selection. (Rev. Ords. 1973, § 2-346)

Cross references—Commissions and committees generally, Ch. 2, Art. VII; regulations governing appointment to and service on commissions and committees, § 2-8
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Sec. 5-36. Composition, appointment and compensation of members.

When the public facility to be constructed is not under the jurisdiction of the school committee, the designer selection committee shall consist of six (6) members, three (3) of whom shall be appointed by the mayor, and three (3) of whom shall be selected by the board of aldermen. For school facilities, three (3) additional members shall be selected by the school committee. All of the persons serving on this committee shall serve without compensation and shall be residents of the city. (Rev. Ords. 1973, § 2-347)

Sec. 5-37. Terms of members, vacancies, procedures.

Members of the designer selection committee shall serve coterminous with the terms of their respective appointing authority. Vacancies in the committee shall be filled by appointment in the same manner by the designated appointing authority as the original appointments for the period of the unexpired term. The committee shall elect a chairman annually and establish rules and procedures. Committee members shall serve at the pleasure of their respective appointing authority. The public buildings department shall provide such assistance to the committee as is necessary for the exercise of the committee's responsibilities. Records of the committee shall be public documents. The committee shall make reports no less than annually to the respective appointing authorities. (Rev. Ords. 1973, § 2-348; Ord. No. 190, 12-20-76; Ord. No. 317, 2-20-79; Ord. No. S-301, 2-1-88)

Secs. 5-38—5-53. Reserved.

ARTICLE IV. DESIGN REVIEW COMMITTEE

Sec. 5-54. Established.

(a) A design review committee is hereby established to coordinate the design review process for any public facility which has been submitted to the committee by the mayor, board of aldermen or any other public agency or committee within the city.

(b) The design review committee shall examine the specifications prepared by the using agency and shall consult with the planning, public buildings and other city departments, or if appropriate, may request the public buildings commissioner to hire outside consultants to assist the design review committee in studying the feasibility of the proposed facility and shall consider to the extent the committee deems appropriate a range of solutions such as renewal, renovation or replacement within realistic budgetary limits and shall make a recommendation. The design review committee's study of the feasibility of the proposed facility shall include a review of indoor environmental health issues. The design review committee may make recommendations for specific program requirements for the proposed facility to address indoor environmental health issues. The design review committee shall include in its feasibility study a review of the proposed facility's use of natural resources and energy. The design review committee may make recommendations as to site planning, building design, or construction that contribute significantly to the proposed facility's efficient use and conservation of natural resources and energy. Whenever an architect is proposed to be engaged by the city in any design or consulting capacity, the design review committee shall review the contract between the city and the architect prior to its execution to assure that the scope of the work, as described in said contract, complies with the program requirements for the proposed public facility.

(c) The design review committee shall review the architect's solution for compliance with the program and time schedule requirements and shall evaluate the quality, appropriateness and functional attributes of the architect's solution. The committee shall have periodic meetings with the architect and hold periodic presentations and reviews and shall make reports as the project moves through the various stages of design to contract development. Prior to the issuance of bid documents, design review recommendations to the architect shall be made by the design review committee in writing to the commissioner of public buildings for his approval and issued from his office. The commissioner of public buildings shall not permit the construction contract to be advertised for public bid until the design review committee certifies in writing that the plans and specifications substantially meet the program requirements of the project.

(d) During the construction of the public facility, the commissioner of public buildings shall consult with the design review committee concerning any changes in the plans or specifications that may affect the design or program of the facility and the committee shall act promptly on all matters before it. (Rev. Ords. 1973, § 2-361; Ord. No. 8, 8-12-74; Ord. No. 190, 12-20-76; Ord. No. S-301, 2-1-88; Ord. No. V-216, 12-21-98; Ord. No. Y-29, 7-9-07)

Sec. 5-55. Composition, appointment and compensation of members.

(a) Voting membership. The design review committee shall consist of twelve (12) permanent voting members, four (4) appointed by the mayor, four (4) selected by the board of aldermen, and four (4) selected by the school committee. There shall be two (2) additional voting members for each facility under design review, who are community representatives who shall represent the interests of the community in which the proposed facility is to be located, and who reside in the immediate area of the facility. One community representative shall be appointed by the mayor and one shall be selected by the board of aldermen. In the event that more than one facility shall comprise a project, and where the board of aldermen determines that the resulting number of community representatives for said project is unreasonably large, it may reduce the total number of community representatives required to not fewer than two. (Ord. No. R-142, 4-21-81)

(b) Nonvoting membership. There shall be the following nonvoting members of the design review committee: one alderman, one school committee member for school department building projects, the planning director or his designee, the head of the using agency or his designee, and the public buildings commissioner or his designee. The public buildings commissioner shall also serve as secretary of the design review committee. (Rev. Ords. 1973, § 2-362; Ord. No. 8, 8-12-74; Ord. No. S-301, 2-1-88)

Cross references—Regulations governing appointment and service on commissions and committees, § 2-8

Sec. 5-56. Terms, vacancies and rules.

(a) The members of the design review committee, excepting the community representatives, shall serve coterminous with the terms of their respective appointing authority. Vacancies in the committee shall be filled by appointment in the same manner by the same designated appointing authority as the original appointments for the period of the unexpired term. The term of community representatives shall expire upon final acceptance by the city of the facility for which they were appointed.

(b) The design review committee shall have such assistance as is reasonably necessary for the exercise of its responsibilities provided by the department of public buildings. The records of the design review committee shall be public documents. The design review committee shall elect a chairman annually and establish rules and procedures. Members shall serve at the pleasure of their respective appointing authority.

(c) It is the intent of this section that those participating in the design review process as voting members shall be a diversified group of interested citizens, independent of and not directly employed by city government, and that some of these members shall be professionally qualified.

(d) To the extent that citizens make themselves available to serve, there shall be at least one (1), but not more than two (2) voting members from each of the following professions: architect, general construction manager, electrical engineer, mechanical engineer, structural engineer, landscape architect. Professional qualifications of voting members are desirable in the fields of city planning, traffic engineering and real estate development, but shall not be required.

(e) Whenever a vacancy in voting membership occurs, the appointing authority shall make inquiry of the public buildings commissioner and the chairman of the design review committee as to whether an appointee with particular

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professional qualifications is required, and after written response, the appointment shall be made so that the membership of the design review committee will be professionally balanced and will comply with the requirements and the intent of this section. Community representatives shall be appointed without regard for professional qualifications.

(f) No voting member of the design review committee shall hold an elected or salaried position with the city.

(g) All members shall serve without compensation and all voting members shall be residents of the city. All members shall serve until their successors take office.

(h) The two (2) voting members who are community representatives shall vote only on those matters concerning facilities for which they are appointed. (Rev. Ords. 1973, § 2-363; Ord. No. 8, 8-12-74; Ord. No. 190, 12-20-76; Ord. No. S-301, 2-1-88)

Sec. 5-57. Other provisions.

Any public corporation, agency, authority, commission or body of any such private organization which is empowered to construct a public or quasi-public facility within the city and which desires to submit itself to the jurisdiction of the design review committee, may enter into an agreement, in writing, with the city for this purpose, and thereafter the design review committee shall perform all of its functions and duties with respect to such facility. (Rev. Ords. 1973, § 2-364; Ord. No. 8, 8-12-74)

Sec. 5-58. Site plan approval for construction or modification of municipal buildings and facilities.

It shall be the policy of the city to apply similar standards of planning and control of density and environmental impact, when the city's public buildings and facilities are constructed or modified, as the city applies under chapter 30, Zoning, of the Revised Ordinances when petitions for changes in land use are initiated by its citizens or property owners. In implementing this policy for land in the public use district or otherwise classified city land, the prior establishment of a zoning classification or district (in accordance with section 30-4 of these Revised Ordinances) shall not be required.

(a) Whenever construction or modification of a municipal building or facility is undertaken which involves new construction or substantial change in usage, and which involves a change in: vehicular access; off-street parking requirements; site grading; drainage; landscape features; or service areas, the following procedures shall apply:

(1) The executive department shall include in the architect's contract the requirement for preparation and submission of site plans suitable for review and approval in accordance with the procedure outlined in section 30-23 of these Revised Ordinances.

(2) The department of planning and development shall maintain cognizance over the development of specifications, conceptual designs and site plans to determine the consistency and compatibility of such designs and plans with the city's comprehensive plan and other pertinent planning and analytical studies. The director of planning and development shall make written notification of this finding to the mayor, to the clerk of the board of aldermen, to the design review committee, and (in the case of school buildings) to the secretary of the school committee.

(3) The design review committee shall consider the project plans, designs, and specifications not only in terms of the details of layout and construction of the building or facility, but also in terms of the site and its surrounding area. Consultations shall be made with such city departments and neighborhood groups as are considered necessary and appropriate.

(4) Upon its approval of the initial design concept and prior to recommending that the project proceed to the

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detailed design phase and to the preparation of construction drawings, the design review committee shall file with the clerk of the board of aldermen its approved site plan including building floor plans and architectural schematics, along with a formal petition for site plan approval in accordance with the procedure outlined in section 30-23 of these Revised Ordinances. The design review committee shall not be required to pay a filing fee for purposes of this section.

(5) At the earliest opportunity, the board of aldermen shall for the purposes of this section assign that petition for public hearing before its committee dealing with matters of public buildings and this committee shall hold a public hearing. Due notice of such public hearing shall be given to the abutters of the proposed building or facility and to the abutters of such abutters. The committee shall deliberate and negotiate such changes to the site plan and affix such restrictions and conditions as are in the public interest, and it shall make its report to the board of aldermen within forty-five (45) days following the public hearing.

(6) The site plan, including building floor plans and architectural schematics, as formally approved by the board of aldermen and the mayor (and in the case of school buildings, by the school committee) shall become part of the final set of project plans and construction drawings, and they shall not be changed or altered in any manner without first being resubmitted to the design review committee and to the board of aldermen in accordance with steps (3), (4) and (5) above. The board of aldermen may waive a public hearing on a previously approved site plan if in its judgment the changes proposed are not of sufficient scope as to warrant a public hearing.

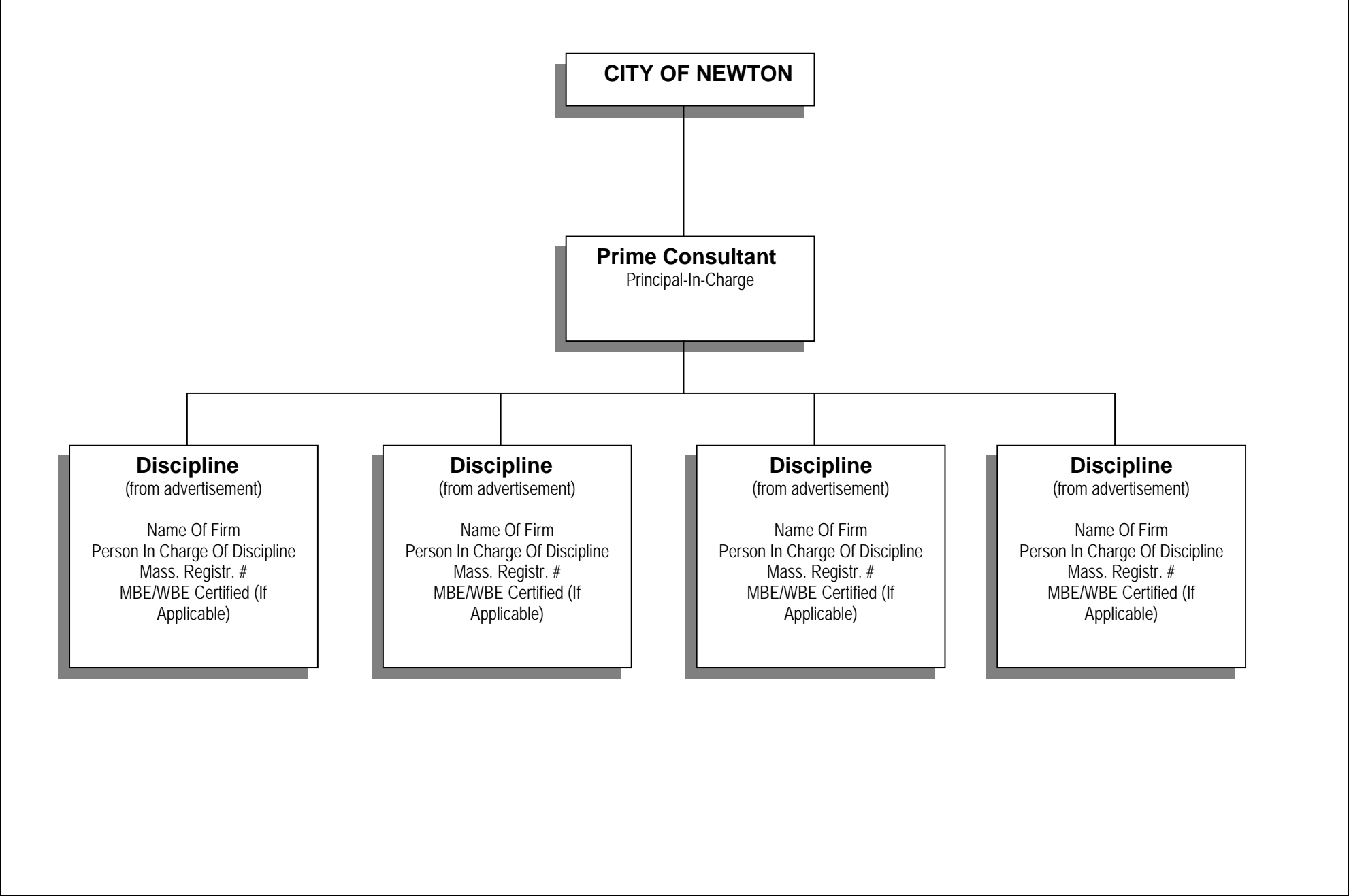
(b) The board of aldermen shall not approve an appropriation of any funds for preparation of detailed construction drawings for a project applicable under this section until the requirements of (a)(1) through (a)(6) above have been satisfied.

(c) The executive department shall not formally submit a project applicable under this section to competitive construction bid unless the requirements of (a)(1) through (a)(6) have been satisfied.

(d) The requirements of this section that are not otherwise required by law or by the charter may be waived in whole or in part by a two-thirds (2/3) vote of those members of the board of aldermen present and voting. (Rev. Ords. 1973, § 2-365; Ord. No. 8, 8-12-74; Ord. No. 102, § 4, 12-15-75; Ord. No. V-195, 9-22-98)

Commonwealth of Massachusetts DSB 2005 Application Form	1. Project Name/Location for Which Firm is Filing: Newton History Museum at the Jackson Homestead 527 Washington Street Newtonville, MA 02460	2a. # PBD-3
		2b. Mass. State Project #
3a. Firm (Or Joint-Venture) - Name And Address Of Primary Office To Perform The Work:	3e. Name Of Proposed Project Manager: For Study: (if applicable) For Design: (if applicable)	
3b. Date Present And Predecessor Firms Were Established:	3f. Name And Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:	
3c. Federal ID #:	3g. Name And Address Of Parent Company, If Any:	
3d. Name And Title Of Principal-In-Charge Of The Project (MA Registration Required):	3h. Check Below If Your Firm Is Either: (1) SOMWBA Certified Minority Business Enterprise (MBE) <input type="checkbox"/> (2) SOMWBA Certified Woman Business Enterprise (WBE) <input type="checkbox"/> (3) SOMWBA Certified Minority Woman Business Enterprise (M/WBE) <input type="checkbox"/>	
Email Address: Telephone No:	Fax No.:	
4. Personnel From Prime Firm Included In Question #3a Above By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline And, Within Brackets, The Total Number Holding Massachusetts Registrations):		
Admin. Personnel _____ (_____)	Ecologists _____ (_____)	Licensed Site Profs. _____ (_____)
Architects _____ (_____)	Electrical Engrs. _____ (_____)	Mechanical Engrs. _____ (_____)
Acoustical Engrs. _____ (_____)	Environmental Engrs. _____ (_____)	Planners: Urban./Reg. _____ (_____)
Civil Engrs. _____ (_____)	Fire Protection Engrs. _____ (_____)	Specification Writers _____ (_____)
Code Specialists _____ (_____)	Geotech. Engrs. _____ (_____)	Structural Engrs. _____ (_____)
Construction Inspectors _____ (_____)	Industrial Hygienists _____ (_____)	Surveyors _____ (_____)
Cost Estimators _____ (_____)	Interior Designers _____ (_____)	_____ (_____)
Drafters _____ (_____)	Landscape Architects _____ (_____)	_____ (_____)
		Other _____ (_____)
		Total _____ (_____)
5. Has this Joint-Venture previously worked together? <input type="checkbox"/> Yes <input type="checkbox"/> No		

6. List **ONLY** Those Prime And Sub-Consultant Personnel Specifically Requested In The Advertisement. This Information Should Be Presented Below In The Form Of An Organizational Chart. Include Name Of Firm And Name Of The One Person In Charge Of The Discipline, With Mass. Registration Number, As Well As MBE/WBE Status, If Applicable:



<p>7. Brief Resume Of ONLY Those Prime Applicant And Sub-Consultant Personnel Requested In The Advertisement. Confine Responses To The Space Provided On The Form And Limit Resumes To ONE Person Per Discipline Requested In The Advertisement. Resumes Should Be Consistent With The Persons Listed On The Organizational Chart In Question # 6. Additional Sheets Should Be Provided Only As Required For The Number Of Key Personnel Requested In The Advertisement And They Must Be In The Format Provided. By Including A Firm As A Sub-Consultant, The Prime Applicant Certifies That The Listed Firm Has Agreed To Work On This Project, Should The Team Be Selected.</p>	
a. Name And Title Within Firm:	a. Name And Title Within Firm:
b. Project Assignment:	b. Project Assignment:
c. Name And Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> </div>	c. Name And Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> </div>
d. Years Experience: With This Firm: _____ With Other Firms: _____	d. Years Experience: With This Firm: _____ With Other Firms: _____
e. Education: Degree(s) /Year/Specialization	e. Education: Degree(s) /Year/Specialization
f. Active Registration: Year First Registered/Discipline/Mass Registration Number	f. Active Registration: Year First Registered/Discipline/Mass Registration Number:
g. Current Work Assignments And Availability For This Project:	g. Current Work Assignments And Availability For This Project
h. Other Experience And Qualification Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	h. Other Experience And Qualification Relevant To The Proposed Project: (Identify Firm By Which Employed , If Not Current Firm):

8a. Current And Relevant Work By Prime Applicant Or Joint-Venture Members. Include ONLY Work Which Best Illustrates Current Qualifications In The Areas Listed In The DSB Advertisement (List Up To But Not More Than 5 Projects).					
a. Project Name And Location Principal-In-Charge	b. Brief Description Of Project And Services (Include Reference To Areas Of Experience Listed In DSB Advertisement)	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs(Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was Responsible.
(1)					
(2)					
(3)					
(4)					
(5)					

8b. List Current And Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement And They Must Be In The Format Provided.

Sub-Consultant Name:

a. Project Name And Location Principal-In-Charge	b. Brief Description Of Project And Services (Include Reference To Areas Of Experience Listed In DSB Advertisement)	c. Client's Name, Address And Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.					
Role P, C, JV *	Phases St., Sch., D.D., C.D.,A.C. *	Project Name, Location And Principal-In-Charge:	Awarding Authority (Include Contact Name And Phone Number)	Construction Costs (Actual, Or Estimated If Not Completed)	Completion Date (Actual or Estimated) (R)Renovation or (N)New
		1.			
		2.			
		3.			
		4.			
		5.			
		6.			
		7.			
		8.			
		9.			
		10.			
		11.			
		12.			

* P = Principal; C = Consultant; JV = Joint Venture; St. = Study; Sch. = Schematic; D.D. = Design Development; C.D. = Construction Documents; A.C. = Administration of Contract

10. Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 1/2" X 11" Supplementary Sheets Will Be Accepted. **APPLICANTS ARE REQUIRED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.**

11. Professional Liability Insurance:

Name of Company	Aggregate Amount	Policy Number	Expiration Date
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12. Provide A List Of All Projects On Which Monies Were Paid By You, Or On Your Behalf, As A Result Of Professional Liability Claims Occurring Within The Last 5 Years And In Excess Of \$50,000 Per Incident. Please Include Project, Client Names And Explanation. (Attach Separate Sheet If Necessary):

13. Name Of Sole Proprietor Or Names Of All Firm Partners And Officers:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

14. If Corporation, Provide Names Of All Members Of The Board Of Directors:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

15. Names Of All Owners (Stocks Or Other Ownership):

Name And Title	% Ownership	MA Reg.#	Status/Discipline	Name And Title	% Ownership	MA Reg.#	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

16. I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7, Section 38A1/2 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.

Submitted By _____ Printed Name And Title _____ Date _____
 (Signature)

The following forms MUST be attached to only ONE (ORIGINAL Copy) application: 1. SOMWBA Certification required for MBE/WBE Firms; 2. Sub-Consultant Acknowledgment.

DSB 2005 S-CA	Commonwealth of Massachusetts Designer Selection Board 2005 SUB-CONSULTANT ACKNOWLEDGMENT
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Project: _____

Applicant Designer: _____

Sub-consultant: _____

SUB-CONSULTANT ACKNOWLEDGMENT

The sub-consultant named above hereby certifies that it has been notified by the Applicant Designer that it has been nominated to perform work on the Applicant Designer's team for the above Project, which is under consideration at the Designer Selection Board.

Signature of Sub-Consultant Duly Authorized Representative

Print Name and Title

Date _____

It is a requirement that all applicants supply this document signed, attached to the application, for each of the listed sub-consultants stating that they are aware and agree to being nominated by said applicant designer. One copy must have an original signature.