

CITY OF NEWTON
PURCHASING DEPARTMENT
CONTRACT FOR PUBLIC BUILDINGS

PROJECT MANUAL:
OWNER'S PROJECT MANAGER FRANKLIN SCHOOL
REDEVELOPMENT
REQUEST FOR QUALIFICATIONS #23-98

Pre-proposal Informational Meeting: April 26, 2023 at 3:00 p.m.
Bid Opening Date: May 4, 2023 at 11:00 a.m.

APRIL 2023
Ruthanne Fuller, Mayor

**CITY OF NEWTON
PURCHASING DEPARTMENT
REQUEST FOR QUALIFICATIONS #23-98**

This City of Newton Request For Qualifications (RFQ)(a/k/a Request For Services (RFS)) invites sealed proposals in accordance with M.G.L. c.149, §44A½ qualified designers for an Owner's Project Manager (OPM) for the

**OWNER'S PROJECT MANAGER
FRANKLIN SCHOOL REDVEVELOPMENT**

Pre-proposal Meeting: 125 Derby Street, Newton, MA on April 26, 2023 at 3:00 PM (Not Mandatory)

Statements of Qualifications (Responses) will be received until 11:00 a.m., Thursday, May 4, 2023

at the Purchasing Department, Room 108, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for submission, the City shall prepare and publish a list of all Responses submitted.

Documents associated with this RFQ (Contract Documents) will be available online at the City's website: www.newtonma.gov/bids after: 10:00 a.m., April 20, 2023.

Respondents are responsible for downloading the specifications from the City's web site at www.newtonma.gov/bids. Respondents must email the Purchasing Department (purchasing@newtonma.gov) their Company Name, Address, Email address, Phone & Facsimile number and what bid # (i.e. #23-98) they have downloaded.

Responses should be responsive to all information requested in the RFQ. All Responses shall be submitted as (i) six (6) hard copies and (ii) two (2) electronic version in PDF format on USB.

Respondents' attention is directed to the requirements of the City's Supplemental Equal Employment Opportunity, Anti-Discriminaton and Affirmative Action Program and also to the Minority/Women Business Enterprise Plan, December 1999, all of which are available on the Purchasing Department's web page. In the event of conflict between any of the above listed policies, the stricter policy shall apply.

All City of Newton bids are available on the City's web site, www.newtonma.gov/bids. It is the sole responsibility of Respondents downloading the RFQ to ensure they have received any and all addenda prior to the Response opening. Addenda will be available online within the original bid document as well as a separate file. If you download the RFQ from the internet site and would like to make it known that your company has done so, you must email the Purchasing Department (purchasing@newtonma.gov) the Company Name, Address, Email address, Phone & Facsimile number and what bid # (i.e. #23-98) has been downloaded.

The City will reject any and all Responses in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all Responses, or to reject any or all Responses (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
Arpil 20, 2023



Ruthanne Fuller,
Mayor

**CITY OF NEWTON
PURCHASING DEPARTMENT
REQUEST FOR OWNER'S PROJECT
MANAGEMENT SERVICES
(OPM RFS) #23-98**

FRANKLIN ELEMENTARY SCHOOL

1. Introduction

The City of Newton, Massachusetts, ("City" or "Owner"), acting through the Franklin School Building Committee (FSBC) and the Designer Selection Committee, (DSC), is seeking the services of a qualified Owner's Project Manager (OPM) as defined in Massachusetts General Laws Chapter 149, Section 44A½ and as further defined by the provisions of this RFQ, to provide Project Management Services for the design, and construction of additions to and renovation of the current Franklin Elementary School located at 125 Derby Street, Newton.

The Owner is requesting OPM services to complete a Feasibility Study, which will include the development and evaluation of multiple solutions and continue initially through the Schematic Design Phase with the preferred alternative. The Owner may contract for these services in two parts, Feasibility Study, and Schematic Design / Site Plan Approval. Subject to the approval of the Project and further subject to continued funding authorized by the Owner, the contract between the Owner and the OPM may be amended to include continued Project Management Services through design development, construction documents, bid and award, construction and final closeout of the potential Project. A potential Project includes the renovation of and addition or demolition and new construction to the structure at 125 Derby Street. The fee for services related to the Feasibility Phase ("Basic Services") will be negotiated but will not exceed \$185,000. The total fee for all services through completion of Feasibility, and Schematic Design / Site Plan Approval will be negotiated but shall not exceed \$300,000.

The Owner believes in a design approach where all Project stakeholders are involved in the design process from start to finish on a collaborative basis as indicated in the City- Public Buildings Department Building Design and Construction Sustainability Guidelines **Attachment G**. The process recognizes that non-inclusive and compartmentalized design decisions made unilaterally may have adverse impacts on achieving sustainable design goals. An integrated design approach is required for the Project. The OPM will coordinate the collaborative design team process for options analysis, criteria development and strategic plan approval.

2. Background

History, Profile and Organizational Structure

The City was settled in 1639 and incorporated as a City in 1873. The City is located approximately seven miles from downtown Boston. The City has a population of approximately 87,000 and occupies a land area of 18.33 square miles. The City is principally suburban-residential in character and consists of 13 distinct villages – Auburndale; Chestnut Hill; Newton Centre, Newton Corner; Newton Highlands; Newton Lower Falls; Newton Upper Falls; Newtonville; Nonantum; Oak Hill; Thompsonville; Waban; and West Newton.

The City is governed under a home-rule charter, which vested executive authority and responsibility in an elected Mayor, who serves a four-year term. Legislative authority is vested in a 24-member City Council, of which eight members are elected from the City's eight wards and sixteen are elected at large. Members of the City Council are elected every two years. An eight-member school committee is elected every two years and is responsible for appointing the Superintendent of Schools, who has responsibility for the daily administration of the Newton Public Schools (NPS). The Mayor is also a member of the School Committee.

The Newton Public Schools

NPS consists of 23 buildings: 21 school buildings and an administration building which also houses two alternative high school programs, and alternative middle school program.

As of October 2022, there are 11,721 students enrolled in NPS in fifteen elementary schools (K-5), four middle schools (6-8) and two comprehensive high schools (9-12). Newton's Elementary Schools serve 4,999 students at the following schools: Angier, Bowen, Burr, Cabot, Franklin, Franklin, Horace Mann, Lincoln-Eliot, Mason-Rice, Memorial-Spaulding, Peirce, Underwood, Ward, Williams and Zervas. There are 2,772 students at Bigelow, Brown, Day and Oak Hill Middle Schools. There are 3,950 high school students with 2,112 students enrolled at Newton North and, 1,833 students enrolled at Newton South. NPS also serves approximately 200 students in an integrated pre-school program.

History of the Franklin Elementary School

The Franklin School was a Works Progress Administration (WPA) project built in 1938 and opened in 1939 as a neighborhood school consisting of 13 classrooms, a large, small group break-out room, an auditorium, main office, 4 sets of boys and girls restrooms, 6 staff bathrooms, a kitchen, a staff break room, a staff work room, a public meeting room, 4,200 square feet of "play rooms", a bicycle room, generous storage throughout the school, and a large wardrobe room. The original building was 45,406 square feet.

In 1950, due to increasing enrollment, and the desire for indoor gym space, a 12,400 square foot addition was constructed on the northwest side of the school. A 3,000 square foot gym, 2 bathrooms, locker rooms, offices, a staff room, storage, and 4 classrooms were included in this addition. This addition was designed to mimic the 1938 design and was constructed using the same quality and durability of materials used in the original building. In 1953, due to enrollment pressure, a 4,940 square foot addition was constructed on the southeast side of the school. This project included 4 classrooms, and a very large lobby that was designed to be used for small group instruction. This addition is wood-framed, slab on grade, and was not designed or constructed to anywhere near the same level as the 1938 or 1950 projects.

The school currently has 20 classrooms being used for core classrooms for individual grades. An original playroom space below grade was converted into a 1,956 square foot library. Another 2,200 square foot below grade space has been converted into spaces for the art room, Plowshares' afterschool program, storage, elevator, and elevator machine room. The music program does not have its own space and is one third of the size needed. It currently occupies the stage in the cafetorium. The 1938 kindergarten classroom wing has been converted to Inclusion, ELL, offices, storage, and a staff break room. The main office has been expanded, and the original staff room was converted to the nurse's office.

Franklin lacks sufficient programmatic space, specifically for offices, support staff, and special education, small group instruction and conference rooms. The gym, cafetorium, art Room, and library are all of manageable size, but the art room is below grade with insufficient natural light. The school is also lacking an appropriate music room. The quantity and size of classrooms is adequate, but at an average of 831 square feet are undersized for today's standards.

The HVAC system was converted to natural gas and is served by a single gas fired Smith steam boiler installed in 1983. Terminal equipment includes steam unit vents and radiation in common areas. The 1953 addition is served by a hot water heat exchanger and pumps, which deliver heat to unit ventilators in the associated spaces. The gym is served by radiation, as well as a steam H&V unit. The majority of the building systems are controlled an aging electropneumatic control system with 18 control zones. Much of its functionality, however, is no longer operable. The HVAC terminal equipment is controlled by an aging, obsolete, and maintenance intensive pneumatic air system. Recently a new interior air handling unit was installed in the Library to improve the humidity and general air quality. In 2014, approximately \$500,000 was spent on building management systems, HVAC equipment controls, steam trap replacements, and weatherization throughout the school.

To meet the space demands and physical challenges at the current Franklin Elementary School, the City will undertake a feasibility study / schematic design in collaboration with the School Committee, City Council, and community to determine the most appropriate solution.

To accomplish this, the selected OPM will be working in partnership with various City and NPS departments, committees, and sub-committees. These will include at a minimum:

- Designer (and Consultant) Selection Committee (DSC) - Standing Committee appointed by the City Council (CC), School Committee (SC) and the Mayor – the DSC is involved in selection of the OPM.
- Franklin School Building Committee (FSBC) – Appointed in compliance with MSBA regulations, although this project is not an MSBA project.
- School Committee – Elected.
- Design Review Committee (DRC) – Standing Committee appointed by the CC, SC and Mayor established to coordinate the design review process for any public City facility.
- Planning and Development Department, Development Review Team (DRT) - Prior to construction at any municipal building, the Director of Planning reviews projects for consistency and compatibility with the *Newton Comprehensive Plan* and other applicable planning and analytical studies.
- Public Facilities Committee of the City Council – For required local approvals.
- Programs and Services Committees of the City Council – For required local approvals.
- Finance Committee of the City Council – For required local approvals.

- Public Buildings Department (PBD) – Commissioner is responsible for the construction, alteration, repair and maintenance of all public buildings. PBD will provide direction to the OPM. The Public Buildings Commissioner also serves as the Secretary of the DSC and DRC and will be supported by the OPM for those tasks.
- Other committees including the Committee on Disabilities, Conservation Commission, Fire Department, Department of Public Works, etc. – As may be required for local reviews.
- Public Meetings with the community and neighborhood residents.

The OPM will assist the Owner in identifying other approvals required by the Commonwealth of Massachusetts and coordinate submittal materials with the Designer for such approvals. Such approvals may include but are not limited to:

- Massachusetts Historic Commission (MHC)
- The Environmental Protection Agency (EPA)
- Massachusetts Department of Environmental Protection (DEP)

3. Project Description, Objectives and Scope of Services

The Feasibility Study shall include a study of the existing building conditions, current use of the facility, opportunities to maximize the efficient and effective use of the current gross building area, partnership with an furniture, fixtures and equipment (FF&E) consultant, analysis of current and projected enrollment as it relates to the study of building addition scenarios as deemed necessary, and any other applicable rules, regulations, policies, guidelines and directives of the School Committee and City Council, including, but not limited to, a final design program, space summary, budget statement for educational objectives, and a proposed total project budget. The Schematic Design shall include, but is not limited to, a site development plan, environmental assessment, geotechnical assessment, geotechnical analysis, code analysis, utility analysis, schematic building floor plans, schematic exterior building elevations, narrative building systems descriptions, outline specifications, cost estimates, project schedule and proposed total project budget. The OPM shall assist the City of Newton and Newton Public Schools with moving the Franklin Building Project through the above project elements.

Project Objectives include:

- Reviewing and assessing the documentation of existing conditions at the Franklin Elementary School and the corresponding educational programs;
- Ensuring that the educational programs are fully understood, updated as necessary, and incorporated into the process;
- Reviewing and assessing the alternative conceptual designs, their constructability, and developing cost estimates for each of the design solutions;
- Identifying community concerns that may impact study options;
- Identifying land takings, if any, that would be required for any or all design options;
- Collaborating with the Designer to develop a detailed comprehensive Project Schedule that incorporates the City of Newton's approval process, to achieve specified start and completion milestones. The Project Schedule anticipates a construction start in 2025.

- Developing a design that is of high quality, efficient, cost effective, and conforms to the educational programs and the Massachusetts High Performance Green Schools Guidelines (MA-CHPS Guidelines) and LEED for Schools at a minimum, and complies with all applicable regulatory requirements including the Massachusetts Stretch Code which has been adopted by the City of Newton. In addition, design teams are directed to the City of Newton – Building Design and Construction Sustainability Guidelines **Attachment G** for additional requirements.
- Evaluating creative energy efficiency solutions and innovative alternative sustainable design solutions, including but not limited to active/passive solar, geothermal, etc., and identifying alternate funding sources, first costs and paybacks.
- Developing accurate and complete cost estimates, including life cycle cost analysis of operating the School as it relates to future operational budgets.
- Assisting the Owner in determining appropriateness of CM-at-Risk Delivery Method for the Project.
- Assisting the Owner in evaluating Iterative Whole Building Energy modeling at the inception and completion of each phase.
- Engaging with all stakeholders from project outset and ensure a collaborative approach is maintained throughout the design process, including involvement from multiple Owner entities

The required scope of services is set forth in the City's form contract for OPM Services (Contract), a copy of which is attached hereto and incorporated by reference herein **Attachment B**. For purposes of emphasis and clarification, the OPM shall provide the following services as part of the contract for OPM Services:

- Permitting and Approvals Assistance - assist the Owner and coordinate with the Designer in identifying other approvals required by any governing agency and coordinating submittal materials for such approvals.
- Information Management – assistance in communicating Project details with the public; and development and maintenance of Project Web Site.
- LEED AP Services – assist the Owner and coordinate with the Designer as required for submittals, documentation and LEED On-Line for certification of the Project.
- Structural Peer Review – coordinate the structural peer review in accordance with the requirements of the Massachusetts State Building Code.
- Construction Phase Testing – coordinate materials testing in accordance with the requirements of the Massachusetts State Building Code; and other materials and systems tests as may be identified or required by the Owner.
- Assist the Owner with procuring the services of a Hazardous Materials Consultant, Traffic Engineer, Geotechnical Engineering, Commissioning Agent, Surveyor and any other consultant or consulting services as may be required for this project.
- Act on behalf of the Owner in all matters of program and Project management, designer selection, design review, construction manager or contractor procurement, construction phase and Project closeout services.

If the Owner decides to proceed with the Project beyond the Schematic Design Phase and when the project delivery method is decided (Design/Bid/Build or CM-at-Risk), the contract will be amended accordingly. Copies of OPM's Contract Amendments for Design/Bid/Build and CM-at-Risk are also attached to **Attachment B** and are incorporated herein by reference. The work is divided into the Project Phases as listed in *Attachment A* of the Contract. The durations of the Phases shown below are estimates only, based on the Owner's experience.

Actual durations may vary depending upon the Project agreed upon by the Owner. The total duration of the Contract is estimated as follows. The Owner’s target date is construction completion and occupancy for the start of the school year in September of 2027.

Feasibility Study Schematic Design Phase/Site Plan Approval:	12-14 months
Design Development/Construction Documents/Bidding Phase:	12-15 months
Construction Phase:	18-24 months

The anticipated contract period will be from June 2023 through the completion of the Feasibility Study/Schematic Design Phase. The OPM’s initial contract will be for Programming Services and will be amended for Feasibility Study/Schematic Design Phase. The Owner reserves the right to terminate the services provided by the selected firm/individual at the end of this phase and re-solicit project management services or to continue with the selected respondent beyond this phase in accordance with the Contract for Project Management Services, **Attachment B**.

4. Minimum Requirements and Evaluation Criteria

Minimum Requirements:

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

Each Respondent must designate an individual who will serve as the Project Director. The Project Director shall be certified in the Massachusetts Certified Public Purchasing Officer (MCPPO) Program as administered by the Inspector General of the Commonwealth of Massachusetts and must also meet the following minimum requirements:

The Project Director shall be a person who is registered by the Commonwealth of Massachusetts as an architect or professional engineer and who has at least 5 years of experience in the construction and supervision of construction and design of public buildings. Or, if not registered as an architect or professional engineer, the Project Director must be a person who has at least 10 years of experience in the construction and supervision of construction and design of public buildings.

Evaluation Criteria

In addition to the minimum requirements set forth above, all Respondents must demonstrate that they have significant experience, knowledge and abilities with respect to public construction projects, particularly those involving the construction and renovation of K-12 schools in Massachusetts. The Owner will evaluate Responses based on criteria that shall include, but not be limited to, the following:

A. Relevant Experience

1. Past performance of the Respondent, if any, with regard to public, private, and MSBA-funded school projects across the Commonwealth, as evidenced by:

- a. Documented performance on previous projects as set forth in **Attachment C**, including the number of projects managed, project dollar value, number and percentage completed on time, number and dollar value of change orders, average number of projects per project manager per year, number of accidents and safety violations, dollar value of any safety fines, and number and outcome of any legal actions;
- b. Describe management philosophy of working relationships with designers, contractors, Owner, and local officials.

B. Knowledge of Codes, Procurement and Sustainability

1. Provide examples of and demonstrate the Respondents past performance and thorough knowledge of the Massachusetts State Building Code, regulations related to the Americans with Disabilities Act, and all other pertinent codes, regulations, and approvals related to successful completion of the project including Massachusetts Department of Environmental Protection approvals process.
2. Provide examples of and demonstrate the Respondent's past performance and thorough knowledge of Commonwealth construction procurement laws, regulations, policies and procedures, as amended by the 2004 Construction Reform laws.
3. Thorough knowledge and experience with CM-at-Risk Procurement methodology.
4. Familiarity with Massachusetts-CHPS (MA-CHPS) High Performance Green Schools Guidelines and USGBC LEED for Schools (LEED-S). Demonstrated experience working on high performance green buildings (if any), green building rating system used (e.g., MA-CHPS or LEED-S), life cycle cost analysis and recommendations to Owners about building materials, finishes etc., ability to assist in grant applications for funding and track Owner documentation for MA-CHPS or LEED-S prerequisites.
5. Thorough knowledge and demonstrated experience with life cycle cost analysis cost estimating and value engineering with examples of recommendations on other projects and associated achieved benefits to Owners.
6. Knowledge of the purpose and practices of the services of Building Commissioning Consultants.

C Project Understanding and Approach

1. Management approach: Describe the Respondent's approach to providing the level and nature of services required for the project as described herein including staffing level; project management systems; information management; and examples of problem solving approaches to resolving issues that impact time and cost.

D. Project Team / Commitments / Availability

1. Key personnel: Provide an organizational chart that shows the interrelationship of key personnel to be provided by the Respondent for this project and that identifies the individuals and associated firms (if any) who will fill the roles of Project Director, Project Representative and any other key roles identified by the Respondent, including but not limited to roles in design review, estimating, cost and schedule control. Specifically, describe the time commitment, experience and references for these key personnel including relevant experience in the supervision of construction of several projects that have been either successfully completed or in process that are similar in type, size, dollar value and complexity to the project being considered.

E. Firm Qualifications / Capacity

1. Capacity and skills: Identify existing employees by number and area of expertise (e.g. field supervision, cost estimating, schedule analysis, value engineering, constructability review, quality control and safety). Identify any services to be provided by Sub-consultants.
2. Provide references as set forth in **Attachment C**, and from Owner’s, Designers and Contractors who have all collaborated together with the Respondent on projects of similar size and complexity.
3. Identify the Respondent’s current and projected workload for projects estimated to cost in excess of \$1.5 million.
4. Financial Stability: Provide two years of financial statements including current balance sheet, income statement, and a Certificate of Insurance that certifies the Respondent can meet the insurance requirements set forth in the Contract for Project Management Services.
5. Quality of work and level of performance. The Owner will seek evidence of practicality, creativity, attention to detail and follow through, as well as professional competence.
6. Ability to schedule, undertake and complete responsibilities in a timely manner.

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

Based upon the responses to the above Evaluation Criteria, the Owner will rank the Respondents in each of the above categories, and will weight them as follows:

A. Relevant Experience:	20%
B. Knowledge of Codes, Procurement and Sustainability:	15%
C. Project Understanding and Approach:	30%
D. Project Team Commitments / Availability:	20%
E. Firm Qualifications / Capacity:	15%
Total:	100%

The Owner may or may not, within its sole discretion, seek additional information from Respondents.

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

The selected Respondent(s) will be required to execute a Contract for Project Management Services with the Owner in the form that is attached hereto as **Attachment B** and incorporated by reference herein. Prior to execution of the Contract for Project Management Services with the Owner, the selected Respondent will be required to submit to the Owner a certificate of insurance that meets the requirements set forth in the Contract for Project Management Services.

Prior to execution of the Contract for Project Management Services, the fee for services shall be negotiated between the Owner and the selected Respondent to the satisfaction of the Owner, within its sole discretion. The initial fee will be negotiated through Programing Services and will be amended for the Feasibility Study/Schematic Design Phase. The selected Respondent, however, will be required to provide pricing information for all Phases specified in the Contract at the time of fee negotiation.

5. Selection Process and Selection Schedule

Process:

1. The City, acting through the FSBC and Designer Selection Committee (DSC), will perform a review of all responses as follows:
 - a. The DSC, in accordance with Chapter 5, Article III of the City’s Ordinance, **Attachment F**, is appointed for the selection of the Owner’s Project Manager.
 - b. The DSC will be responsible for reviewing each Respondent’s proposal to determine if it has met the minimum criteria established in the RFQ. Respondents who do not meet the minimum criteria will not be further considered.
 - c. The DSC will review the Respondents’ applications and check references.
2. The DSC members will score each proposal that has met the minimum criteria based on the weighted evaluation criteria identified in Section 4 of the RFQ.
3. Based on the initial scores the DSC will rank the Respondents and short-list a minimum of three (3) Respondents.
4. The DSC will schedule interviews with the short-listed Respondents. Each short-listed Respondent will be given an opportunity to make a brief presentation on their experience and capabilities to successfully provide the required project management services. DSC members will have an opportunity to discuss the responses and ask questions.
5. Following the interviews, the DSC members will develop final rankings based, in part on, the weighted Evaluation Criteria in the RFQ and on additional information obtained during the interviews.
6. In accordance with the City’s Designer Selection Procedures, the DSC will transmit a list of ranked finalists to the Mayor. The submitted list shall be accompanied by a written explanation.
7. As more fully described in **Attachment E**, City of Newton Designer Selection Committee Designer Selection Procedures, the Owner will commence fee negotiations with the first-ranked Respondent.
8. If the Owner is unable to negotiate a contract with the first-ranked selection, the Owner will then commence negotiations with its second-ranked selection and so on, until a contract is successfully negotiated and approved by the Owner. If fee negotiations fail the Mayor may request three (3) additional recommendations from which he may select, or the City may re-advertise the RFQ.
9. The Owner may re-advertise the RFQ if fewer than three responses are received.

Schedule:

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

April 19, 2023	Advertisement in RFQ in <i>Central Register</i> of the Commonwealth of Massachusetts.
April 20, 2023	RFQ Available
April 26, 2023, 3:00 PM	Voluntary Informational meeting and facility tour at 125 Derby Street, Newton
April 28, 2023, 12:00 PM	Last day for questions from Respondents
May 1, 2023, 5:00 PM	Owner’s responses to OPM Questions posted
May 4, 2023, 11:00 AM	OPM Responses due
May 16, 2023	Respondents short-listed

May 23, 2023	Interview short-listed Respondents
June 5 2023	Negotiate with selected Respondent
June 16, 2023	Execute contract

The RFQ may be obtained after 10:00 AM on Thursday, April 20, 2023, from the Owner’s website:

<https://www.newtonma.gov/government/purchasing/current-bids>

Purchasing Department
Newton City Hall
1000 Commonwealth Avenue
Newton, Massachusetts 02459
Email: purchasing@newtonma.gov
Phone # 617.796.1220

Any questions concerning this RFQ must be submitted in writing to Purchasing Department as indicated above, by 12:00 PM on April 28, 2023.

Sealed Responses to the RFQ for OPM services must be clearly labeled “Owner’s Project Management Services for Franklin Elementary School RFQ 23-98” and delivered to Purchasing Department at the address above no later than 11:00 AM on May 4, 2023. The sealed Responses must include six (6) hard copies and two electronic versions in pdf format on two (2) USB drives.

Responses are to be delivered in person or by certified/express mail. Responses submitted by fax or electronic mail will not be considered.

The Owner assumes no responsibility or liability for late delivery or receipt of Responses. All Responses received after the stated submittal date and time will be judged to be unacceptable and will be returned unopened to the Respondent.

6. Requirements for content of response

Submit six (6) hard copies of the response to this Request for Services and two electronic versions in PDF format on two (2) USB drives. All responses shall be:

- In ink or typewritten;
- Presented in an organized and clear manner;
- Must include the required forms in **Attachment C**;
- Must include all required certifications;
- Must include the following information:
 1. Cover letter shall be a maximum of two pages in length and include:
 - a. An acknowledgement of any addendum issued to the RFQ.
 - b. An acknowledgement that the Respondent has read the Request for Services. Respondent shall note any exceptions to the RFQ in its cover letter.
 - c. An acknowledgement that the Respondent has read the Standard Contract and Standard Amendments. Respondent shall note any exceptions to the Standard Contract and/or Standard Amendments in its cover letter.

- d. A specific statement regarding compliance with the minimum requirements identified in Item 4 of this Request for Services to include identification of registration, number of years of experience and where obtained (as supported by the resume section of **Attachment C**), as well as the date of the MCPPO certification. (A copy of the MCPPO certification should be attached to the cover letter).
 - e. A description of the Respondent's organization and its history.
 - f. The signature of an individual authorized to negotiate and execute the Contract for Project Management Services, in the form that is attached to the RFQ, on behalf of the Respondent.
 - g. The name, title, address, e-mail and telephone number of the contact person who can respond to requests for additional information.
2. Selection Criteria: The response shall address the Respondent's ability to meet the "Selection Criteria" Section including submittal of additional information as needed. The total length of the Response (including **Attachment C** only but excluding **Attachments A, B and D**) may not exceed twenty (20) single-sided numbered pages with a minimum acceptable font size of "12 pt" for all text.

Respondents may supplement this proposal with graphic materials and photographs that best demonstrate its project management capabilities of the team proposed for this project. Limit this additional information to a maximum of three (3) - 8½"x 11" pages, double-sided.

Certifications:

Respondents will be required to submit certifications required in M.G.L.c. 7 §§38H(e) (i) through (iv).

7. Payment Schedule and Fee Explanation:

The Owner will negotiate the fee for services dependent upon an evaluation of the level of effort required, job complexity, specialized knowledge required, estimated construction cost, comparison with past project fees, and other considerations. As construction cost is but one of several factors, a final construction figure in excess of the initial construction estimate will not, in and of itself, constitute a justification for an increased OPM fee.

8. Other Provisions

A. Public Record

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

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

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

C. Communications with the Owner

The Owner's Procurement Officer for this Request for Services is:

Nicholas Read
Chief Procurement Officer
Purchasing Department
Newton City Hall
1000 Commonwealth Avenue
Newton, Massachusetts 02459
Phone # 617.796.1220
Email: purchasing@newtonma.gov

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

D. Costs

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

E. Withdrawn/Irrevocability of Responses

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

F. Rejection of Responses, Modification of RFQ

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

G. Subcontracting and Joint Ventures

Respondent's intention to subcontract or partner or joint venture with other firm(s), individual or entity must be clearly described in the response.

H. Validity of Response

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

CITY OF NEWTON

Nicholas Read
Chief Procurement Officer
April 20, 2023

ATTACHMENTS:

Attachment A (Page 16):

Franklin Elementary School Statement of Interest
City of Newton City Council Resolution: Franklin Elementary School Statement of Interest

Attachment B (Page 43):

Base Contract for Owner's Project Management Services
(Base OPM Contract for both DBB & CM-R Projects)

Attachment C (Page 71):

OPM Application Form - March 2017

Attachment D (Page 79):

Required Certifications

- D.1 Bidders Qualifications and Reference Form
- D.2 Certificate of Authority – Business Corporation
- D.3 Certification of Vote
- D.4 Satisfaction of State Tax Requirements – Attest Form
- D.5 Certificate of Foreign Corporation
- D.6 Certificate of Non-Collusion
- D.7 Debarment Letter
- D.8 IRS Form W-9
- D.9 Business Category Information Form

Attachment E (Page 91):

City of Newton Designer Selection Committee
Designer Selection Procedures

Attachment F (Page 98):

City of Newton Ordinances
Design Review Committee Ordinance

Attachment G (Page 104):

City of Newton – Public Buildings Department

ATTACHMENT A

FRANKLIN STATEMENT OF INTEREST

CITY OF NEWTON CITY COUNCIL RESOLUTION:
FRANKLIN ELEMENTARY SCHOOL STATEMENT OF INTEREST

Name of School	----- SAMPLE SCHOOL[DRAFT]-----
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Massachusetts School Building Authority

Next Steps to Finalize Submission of your FY 2020 Statement of Interest

Thank you for submitting your FY 2020 Statement of Interest (SOI) to the MSBA electronically. **Please note, the District’s submission is not yet complete.** The District is required to mail all required supporting documentation, which is described below.

VOTES: Each SOI must be submitted with the proper vote documentation. This means that (1) the required governing bodies have voted to submit each SOI, (2) the specific vote language required by the MSBA has been used, and (3) the District has submitted a record of the vote in the format required by the MSBA.

- **School Committee Vote:** Submittal of all SOIs must be approved by a vote of the School Committee.
 - For documentation of the vote of the School Committee, Minutes of the School Committee meeting at which the vote was taken must be submitted with the original signature of the Committee Chairperson. The Minutes must contain the actual text of the vote taken which should be substantially the same as the MSBA’s SOI vote language.
- **Municipal Body Vote:** SOIs that are submitted by cities and towns must be approved by a vote of the appropriate municipal body (e.g., City Council/ Aldermen/Board of Selectmen) in addition to a vote of the School Committee.
 - Regional School Districts do not need to submit a vote of the municipal body.
 - For the vote of the municipal governing body, a copy of the text of the vote, which shall be substantially the same as the MSBA’s SOI vote language, must be submitted with a certification of the City/Town Clerk that the vote was taken and duly recorded, and the date of the vote must be provided.

ADDITIONAL DOCUMENTATION FOR SOI PRIORITIES #1 AND #3: If a District selects Priority #1 and/or Priority #3, the District is required to submit additional documentation with its SOI.

- If a District selects Priority #1, Replacement or renovation of a building which is structurally unsound or otherwise in a condition seriously jeopardizing the health and safety of the school children, where no alternative exists, the MSBA requires a hard copy of the engineering or other report detailing the nature and severity of the problem and a written professional opinion of how imminent the system failure is likely to manifest itself. The District also must submit photographs of the problematic building area or system to the MSBA.
- If a District selects Priority #3, Prevention of a loss of accreditation, the SOI will not be considered complete unless and until a summary of the accreditation report focused on the deficiency as stated in this SOI is provided.

ADDITIONAL INFORMATION: In addition to the information required above, the District may also provide any reports, pictures, or other information they feel will give the MSBA a better understanding of the issues identified at a facility.

If you have any questions about the SOI process please contact the MSBA at 617-720-4466 or SOI@massschoolbuildings.org.

Name of School	---- - SAMPLE SCHOOL[DRAFT]----
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Massachusetts School Building Authority

School District Newton

District Contact TEL:

Name of School Franklin

Submission Date 4/10/2020

SOI CERTIFICATION

To be eligible to submit a Statement of Interest (SOI), a district must certify the following:

- The district hereby acknowledges and agrees that this SOI is NOT an application for funding and that submission of this SOI in no way commits the MSBA to accept an application, approve an application, provide a grant or any other type of funding, or places any other obligation on the MSBA.
- The district hereby acknowledges that no district shall have any entitlement to funds from the MSBA, pursuant to M.G.L. c. 70B or the provisions of 963 CMR 2.00.
- The district hereby acknowledges that the provisions of 963 CMR 2.00 shall apply to the district and all projects for which the district is seeking and/or receiving funds for any portion of a municipally-owned or regionally-owned school facility from the MSBA pursuant to M.G.L. c. 70B.
- The district hereby acknowledges that this SOI is for one existing municipally-owned or regionally-owned public school facility in the district that is currently used or will be used to educate public PreK-12 students and that the facility for which the SOI is being submitted does not serve a solely early childhood or Pre-K student population.
- After the district completes and submits this SOI electronically, the district must mail hard copies of the required documentation described under the "Vote" tab, on or before the deadline.
- The district will schedule and hold a meeting at which the School Committee will vote, using the specific language contained in the "Vote" tab, to authorize the submission of this SOI. This is required for cities, towns, and regional school districts.
- Prior to the submission of the SOI, the district will schedule and hold a meeting at which the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body will vote, using the specific language contained in the "Vote" tab, to authorize the submission of this SOI. This is not required for regional school districts.
- On or before the SOI deadline, the district will submit the minutes of the meeting at which the School Committee votes to authorize the Superintendent to submit this SOI. The District will use the MSBA's vote template and the vote will specifically reference the school and the priorities for which the SOI is being submitted. The minutes will be signed by the School Committee Chair. This is required for cities, towns, and regional school districts.
- The district has arranged with the City/Town Clerk to certify the vote of the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body to authorize the Superintendent to submit this SOI. The district will use the MSBA's vote template and submit the full text of this vote, which will specifically reference the school and the priorities for which the SOI is being submitted, to the MSBA on or before the SOI deadline. This is not required for regional school districts.
- The district hereby acknowledges that this SOI submission will not be complete until the MSBA has received all of the required vote documentation in a format acceptable to the MSBA. If Priority 1 is selected, your SOI will not be considered complete unless and until you provide the required engineering (or other) report, a professional opinion regarding the problem, and photographs of the problematic area or system. If Priority 3 is selected, your SOI will not be considered complete unless and until you provide a summary of the accreditation report focused on the deficiency as stated in this SOI.

Name of School	---- - SAMPLE SCHOOL[DRAFT]----
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**LOCAL CHIEF EXECUTIVE OFFICER/DISTRICT SUPERINTENDENT/SCHOOL COMMITTEE CHAIR
 (E.g., Mayor, Town Manager, Board of Selectmen)**

Chief Executive Officer *	School Committee Chair	Superintendent of Schools
_____	_____	_____
(signature)	(signature)	(signature)
Date	Date	Date

* Local chief executive officer: In a city or town with a manager form of government, the manager of the municipality; in other cities, the mayor; and in other towns, the board of selectmen unless, in a city or town, some other municipal office is designated to the chief executive office under the provisions of a local charter. Please note, in districts where the Superintendent is also the Local Chief Executive Officer, it is required for the same person to sign the Statement of Interest Certifications twice.

Name of School	---- - SAMPLE SCHOOL[DRAFT]----
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Massachusetts School Building Authority

School District Newton

District Contact TEL:

Name of School Franklin

Submission Date 4/10/2020

Note

The following Priorities have been included in the Statement of Interest:

1. Replacement or renovation of a building which is structurally unsound or otherwise in a condition seriously jeopardizing the health and safety of school children, where no alternative exists.
2. Elimination of existing severe overcrowding.
3. Prevention of the loss of accreditation.
4. Prevention of severe overcrowding expected to result from increased enrollments.
5. Replacement, renovation or modernization of school facility systems, such as roofs, windows, boilers, heating and ventilation systems, to increase energy conservation and decrease energy related costs in a school facility.
6. Short term enrollment growth.
7. Replacement of or addition to obsolete buildings in order to provide for a full range of programs consistent with state and approved local requirements.
8. Transition from court-ordered and approved racial balance school districts to walk-to, so-called, or other school districts.

SOI Vote Requirement

I acknowledge that I have reviewed the MSBA's vote requirements for submitting an SOI which are set forth in the Vote Tab of this SOI. I understand that the MSBA requires votes from specific parties/governing bodies, in a specific format using the language provided by the MSBA. Further, I understand that the MSBA requires certified and signed vote documentation to be submitted with the SOI. I acknowledge that my SOI will not be considered complete and, therefore, will not be reviewed by the MSBA unless the required accompanying vote documentation is submitted to the satisfaction of the MSBA.

SOI Program: Core

Potential Project Scope: Potential New School

Is this a Potential Consolidation? No

Is this SOI the District Priority SOI? No

School name of the District Priority SOI: Countryside

Is this part of a larger facilities plan? Yes

If "YES", please provide the following:

Facilities Plan Date: 6/1/2007

Planning Firm: HMFH Architects, Inc.(2007, 2011); Self-prepared 2012 - pres

Massachusetts School Building Authority	4	Statement of Interest
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Name of School ----- SAMPLE SCHOOL[DRAFT]-----

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

In a context of significant enrollment growth, Newton has been engaged in long-range planning since the early 2000's. Over a 15 year period, significant growth occurred resulting in a K12 population increase from 11,267 to 12,685 students, 13% growth between 2004 and 2019. The K5 population had the steepest increase from 4,938 to 5,824 students by 2017-18, or 17% growth, and has now stabilized. After sustained 13-year growth, every grade cohort has experienced growth that is now integrated in all grade levels. Projections for next year indicate a small decline in enrollment (of 15 students), as a larger grade 12 class graduates this summer than the combined total of projected incoming kindergartners and students moving into the district. The current five-year enrollment projections through 2024-25 show small overall district enrollment declines, as larger classes graduate grade 12 and smaller kindergarten classes are projected to enter. A formal master plan was initiated by the district in 2007, and conducted by HMFH Inc. The plan provided facility conditions assessment, space needs and long-range utilization using both engineering/facility and educational standards. HMFH completed an plan update in 2011 with the launch of Newton’s current long-range plan to correct educational facilities deficiencies by sequencing major and mid-sized projects at 15 elementary schools, which at that time included two of the oldest schools in the worst condition in the state (Angier, Cabot).

Newton updates its long-range plan annually and has developed consensus for the elementary facilities plan that provides critically needed modernization and capacity expansion. The plan is coordinated with the city’s capital plan which outlines multiyear financial support. It is based on detailed enrollment projections that document the capacity needed to address classroom shortages for both regular education and the needs of special populations. Significant progress has been made on the plan which identified Angier and Cabot as Newton’s top priorities due to age, condition and overcrowding. A 2013 debt exclusion funded the Angier, Zervas and Cabot schools plus ten modular classrooms to address short term severe crowding. In partnership with the MSBA, a newly constructed Angier reopened in January 2016 and Cabot reopened in September 2019. Zervas was the second school to be rebuilt as its location and site offered an excellent opportunity to expand capacity, and was funded locally. Zervas reopened in September 2017 with six additional classrooms and with an enlarged school district. Cabot reopened in September 2019 with four additional classrooms. These three projects have added capacity for approximately 200 students and, through redistricting, have eased crowding at other schools. While enrollment recently stabilized, two of Newton’s 15 elementary schools still have enrollment close to capacity in 2019-20. Local enrollment pressure points continue to require careful management. Newton is studying the potential impact of 1,565 planned housing units in three large and three small residential developments. One of the proposals has been issued a special permit for an 800-unit development by Northland Investment Corporation located in the Countryside Elementary School district. This project was recently approved in a local referendum.

A properly reconstructed Franklin School is the next highest priority, after Countryside, on Newton’s long-range plan due to facility condition issues, the facility’s inability to support the educational program and the use of modular space and extensive reliance upon lower level space for academic use.

The Franklin School was built in 1938 as a neighborhood school consisting of 13 classrooms and ancillary spaces. In 1949, due to increasing enrollment, and the desire for indoor gym space, a 12,400 square foot addition was constructed to include a gym and four more classrooms.

In 1954, due to enrollment pressure, another 4,940 square foot addition was constructed and included four classrooms, and a large lobby designed to be used for small group instruction. This addition is wood-framed, slab on grade, and was not designed or constructed to the same standards as the 1938 or 1949 projects.

While the MSBA’s 2016 School Survey determined that Franklin School is considered average in utilization of general space, there are some less than adequate conditions in the school because of the lack of adequate support spaces including: student and adult toilets, special education space, music, and professional and team collaborative space.

Name of School ----- SAMPLE SCHOOL[DRAFT]-----

Please provide the current student to teacher ratios at the school facility that is the subject of this SOI: 21 students per teacher

Please provide the originally planned student to teacher ratios at the school facility that is the subject of this SOI: 21 students per teacher

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

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

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

Is there overcrowding at the school facility? No

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

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

If "YES", how many teaching positions were affected? 0

At which schools in the district?

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

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

If "YES", how many staff positions were affected? 0

At which schools in the district?

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

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

There were no teacher or staff reductions, as a result, this question does not apply.

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

The FY20 School Committee Approved Budget is \$236,372,312, and includes an \$8.8 million increase, 3.9% over the FY19 budget of \$227,560,263. The budget process began in November 2018 with the approval by the School Committee of the District wide Goals which directs budget priorities. The budget process involves a comprehensive review by district and school administrators of existing and proposed school functions, planning for adjusted costs and future changes or new educational initiatives. The budget process culminates in a public presentation by the Superintendent, public meetings to review specific areas of the budget, public hearings, a school committee straw vote and a final vote of approval. Following the Newton Public Schools' process, the budget is presented to the City Council, reviewed and voted on by that body in conjunction with the approval of the City of Newton's operating and capital annual budgets. The FY20 budget continues to support Newton Public Schools core mission to meet the diverse educational, social and emotional needs of all students while narrowing the achievement gap, promoting critical thinking skills, providing mental health supports, and sustaining teacher professional development and collaboration. FY20 budget also expands the ongoing maintenance of buildings and expands in-district special education facilities and added Full Day Kindergarten programming to all elementary schools. The City of Newton Capital Improvement Plan (CIP) is presented to the City Council in October of each year. And each year, the School Committee reviews and votes to approve the draft five-year financial forecast in advance of this presentation. Then between October and April,

RFQ for Owner's Project Management Services
Franklin Elementary School

Name of School	---- - SAMPLE SCHOOL[DRAFT]----
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the CIP continues to be refined, and a final CIP five-year funding schedule is approved with the City budget in April. Finally, approved projects for the upcoming fiscal year are then docketed so that funding can be appropriated on a timeline that works for the project schedule.

Name of School ----- SAMPLE SCHOOL[DRAFT]-----

General Description

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

The Franklin School was a Works Progress Administration (WPA) project built in 1938 and opened in 1939 as a neighborhood school consisting of 13 classrooms, a large small group break-out room, an auditorium, main office, four sets of boys and girls restrooms, six staff bathrooms, a kitchen, a staff break room, a staff work room, a public meeting room, 4,200 square feet of “play rooms”, a bicycle room, generous storage throughout the school, and a large wardrobe room. The original building was 45,406 square feet.

In 1949, due to increasing enrollment, and the desire for indoor gym space, a 12,400 square foot addition was constructed on the northwest side of the school. A 3,000 square foot gym, two bathrooms, locker rooms, offices, a staff room, storage, and four classrooms were included in this addition. This addition was designed to mimic the 1938 design, and was constructed using the same quality and durability of materials used in the original building. In 1954, due to enrollment pressure, a 4,940 square foot addition was constructed on the southeast side of the school. This project included four classrooms, and a very large lobby that was designed to be used for small group instruction. This addition is wood-framed, slab on grade, and was not designed or constructed to anywhere near the same level as the 1938 or 1949 projects.

The school currently has 20 classrooms being used for core classrooms for individual grades. An original play room space below grade was converted into a 1,956 square foot library. Another 2,200 square foot below grade space has been converted into spaces for the art room, Plowshares Afterschool Program, storage, elevator, and elevator machine room. The music program which does not have its own space uses the stage in the cafetorium and is one third of the size needed. The 1938 kindergarten classroom wing has been converted to Inclusion, ELL, offices, storage, and a staff break room. The main office has been expanded, and the original staff room was converted to the nurse’s office.

Franklin School lacks sufficient programmatic space, specifically for offices, support staff, special education, small group instruction and conference rooms. The gym, cafetorium, art room, and library are all of manageable size, but the art room is below grade with insufficient natural light. The school is also lacking an appropriate music room. The quantity and size of classrooms is adequate, but at an average of 831 square feet, they are undersized for today’s standards.

The HVAC system was converted to natural gas and is served by a single gas fired Smith steam boiler installed in 1983. Terminal equipment includes steam unit vents and radiation in common areas. The 1954 addition is served by a hot water heat exchanger and pumps, which deliver heat to unit ventilators in the associated spaces. The gym is served by radiation, as well as a steam H&V unit. The majority of the building systems are controlled an aging electropneumatic control system with 18 control zones. Much of its functionality, however, is no longer operable. The HVAC terminal equipment is controlled by an aging, obsolete, and maintenance intensive pneumatic air system. Recently a new interior air handling unit was installed in the Library to improve the humidity and general air quality. In 2014, approximately \$500,000 was spent on building management systems, HVAC equipment controls, steam trap replacements, and weatherization projects throughout the school. In 2019, mini-split combination heating and cooling units were installed in four kindergarten classrooms. These units augment the existing heating system and are designed to compensate for heat loss on particularly cold days. A school building security project was implemented, funded through a Homeland Security Grant. Electronic access card readers were installed on two exterior doors. All appropriate staff has electronic access via key fob device. Access to the building is much more secure and records of access by individuals is monitored via a live database.

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

62746

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

Franklin School sits on a 237,611 square foot site that is comprised of two baseball fields, passive field space, two playgrounds, a basketball court, and 75 parking spaces. There are no other buildings that share this current site with the school facility. The school has recently had some flooding issues at the entrance to the 1949 addition, but this was just addressed by Newton DPW through the replacement of a failed storm water catch basin. The water table in this area is actually quite low and there has been no history of flooding in any of the basement areas. The site is ideal for a school, as it has no subsurface problems, geotechnical issues, or other challenges or restrictions that most school sites in Newton have. The parking area at the back of the building is bituminous concrete. Ramps are concrete and the main ramp is accessible to the building entrance. There is also a ramp at the play spaces.

Side entrances to the building are not accessible. The ramp from the gym to the recreational facilities is failing and the rails are not compliant. All bituminous concrete paths around the school are in poor condition with a large sinkhole in one location. Rear entrances to the building are deteriorating. Fields are turf with a skinned base area in fair condition. Mature plantings and plantings at the front of the school are in good condition. There are two play structures. The K-2 play structure is in fair condition, the Grades 3-5 play structure is in good condition. The west side playground is somewhat accessible with very little accessible features, while the east side playground is accessible and has limited accessible features. The driveway must be crossed in order to access the play areas. There is a bituminous basketball court in fair condition. Some of the benches located at the play area are new, and there is an attractive seating area at the front of the building. Fencing is steel wire mesh at the rear and side perimeter separating the play areas, and at the front. There is no parking area lighting, no exterior door lighting, but there are newer building flood lights.

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

125 Derby Street, West Newton, Massachusetts 02465

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

Roof

The 1938 roof is almost all slate which is original, with the exception of the old kindergarten wing and boiler room roof, which are tar and gravel. Additionally, in 1993 the north-facing façade of the slate roof was replaced with asphalt shingles. The classroom portion of the 1949 addition is mostly slate which is original, with a very small section above the offices, and the gym addition being tar and gravel. The 1954 addition roof is a rubber membrane that was replaced in 2008. Overall, the roof appears to be in very good condition considering the age. Maintenance records indicate there have been five individual roof leaks since 2005, with no reported roof leaks in the past four years. The annex had 10 reported roof leaks before the roof was replaced, and none since then. The tar and gravel sections are not actively leaking, but will likely need to be replaced within the next 10 years as they are past their useful life.

Exterior Masonry

The exterior masonry needs repairs in multiple locations. The stone retaining wall, egress stairs, ramps, and isolated areas of the brick façade all need a great deal of repair work. Most of the work is superficial, but if not corrected soon, it could become larger, more complicated, and more expensive projects. The recent project to repair the 1943 courtyard storm water retention basin has addressed the flooding issues, but more work is needed around the perimeter of the building to address dry wells and drainage systems, to help prevent future problems that occur when storm water is left uncontrolled near the foundation.

Windows

Massachusetts School Building Authority	9	Statement of Interest
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Name of School ---- - SAMPLE SCHOOL[DRAFT]----

The vast majority of the metal windows were installed in 1989 and are approaching their end of useful life. These windows have been repaired over the years, as the springs have failed, making the windows difficult to operate. The windows in the 1949 gym addition are original, and need to be replaced. The windows in the 1954 addition were replaced in 2000 with vinyl crank operated casement windows, and are functional, but inefficient from a thermal perspective.

Doors

There are a total of 81 interior and 21 exterior doors in the school. The condition of the doors ranges from excellent to poor. Several of the exterior doors that are in poor condition in the 1954 addition portion of the school are scheduled for replacement by the end of January 2020. A majority of the exterior doors are FRP type and are in good condition. There are some metal and wood doors that are in fair to poor condition. The interior doors are for the most part in good condition with several in fair to poor condition.

Has there been a Major Repair or Replacement of the EXTERIOR WALLS? NO
Year of Last Major Repair or Replacement:(YYYY) 1938
Description of Last Major Repair or Replacement:
 All walls are original to dates of their original construction

Roof Section A
Is the District seeking replacement of the Roof Section? NO
Area of Section (square feet) 17850
Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe))
 Slate
Age of Section (number of years since the Roof was installed or replaced) 82
Description of repairs, if applicable, in the last three years. Include year of repair:
 No repairs in the last three years.

Roof Section B
Is the District seeking replacement of the Roof Section? NO
Area of Section (square feet) 5880
Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe))
 EPDM replaced in 2008
Age of Section (number of years since the Roof was installed or replaced) 11
Description of repairs, if applicable, in the last three years. Include year of repair:
 No repairs in the last three years.

Roof Section C
Is the District seeking replacement of the Roof Section? YES
Area of Section (square feet) 6200
Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe))
 Asphalt, built up Tar & Gravel replacement in 1993
Age of Section (number of years since the Roof was installed or replaced) 27
Description of repairs, if applicable, in the last three years. Include year of repair:
 No repairs in the last three years.

Window Section A
Is the District seeking replacement of the Windows Section? NO
Windows in Section (count) 259
Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe))
 Thermopane metal windows
Age of Section (number of years since the Windows were installed or replaced) 32
Description of repairs, if applicable, in the last three years. Include year of repair:
 Glass replacement as required due to breakage

Name of School ----- SAMPLE SCHOOL[DRAFT]-----

Window Section B

Is the District seeking replacement of the Windows Section? YES

Windows in Section (count) 114

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

Thermopane

Age of Section (number of years since the Windows were installed or replaced) 15

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

Glass replacement as required due to breakage

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

Franklin School is served by a single gas fired Smith steam boiler installed in 1983. Terminal equipment includes steam unit vents and radiation in common areas. The 1954 addition is served by a hot water heat exchanger and pumps, which deliver heat to unit ventilators in the associated spaces. The gym is served by radiation, as well as a steam H&V unit. The majority of the building systems are controlled by an aging electropneumatic control system with 18 control zones. Much of its functionality, however, is no longer operable. The HVAC terminal equipment is controlled by an aging, obsolete, and maintenance intensive pneumatic air system. Recently a new interior air handling unit was installed in the Library to improve the humidity and general air quality. In 2014, approximately \$500,000 was spent on building management systems, HVAC equipment controls, steam trap replacements, and weatherization throughout the school. In 2019, mini-split combination heating and cooling units were installed in four kindergarten classrooms. These units augment the existing heating system and are designed to compensate for heat loss on particularly cold days. The Fire Alarm System consists of smoke, heat and CO2 detectors. The electrical distribution system consists of circuit breaker panel boards with conduits and wire feed in good condition. There is an emergency generator that is new and serves the entire building.

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

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

The following capital projects were implemented at Franklin School and funded by the City's capital improvement program and operations budget: The City funded a \$150,000 stormwater improvement project in 2019 around the building to mitigate stormwater infiltration around the 1954 addition to the building as well as the replacement of gutters and downspouts in that portion. Additionally, the school district has completed ongoing masonry work around the building which is cracking and failing as well as replacing several doors which are well beyond their useful life.

Boiler Section 1

Is the District seeking replacement of the Boiler? YES

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

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

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

Natural Gas

Age of Boiler (number of years since the Boiler was installed or replaced) 37

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

No repairs in the last three years.

Name of School ----- SAMPLE SCHOOL[DRAFT]-----

Has there been a Major Repair or Replacement of the HVAC SYSTEM? NO

Year of Last Major Repair or Replacement:(YYYY) 1938

Description of Last Major Repair or Replacement:

HVAC systems are original construction

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

Year of Last Major Repair or Replacement:(YYYY) 2017

Description of Last Major Repair or Replacement:

In 2012, minor electrical improvements were made to the Franklin school as part of a broad capital project. That being said, the service, panels, and distribution are original, beyond useful life, and should be replaced. The main switchgear is located in a very small utility room in the basement. This room does not have the proper clearances for safe work, and when the panels are replaced, they should be moved to another more appropriate location within the building. In 2014, \$65,000 was spent upgrading the lighting and lighting controls and in 2017 \$70,000 was spent upgrading the lighting and lighting controls.

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

Interior building partitions are glazed CMU with painted plaster above at corridors, and painted plaster walls throughout. Flooring is VAT, VCT, carpet, and sheet vinyl, in good condition. Ceilings are painted plaster, with 2x2 and 2x4 ACT, in good condition but stained and damaged in some areas. Doors, in good condition, are original solid wood core with wire glass in metal frames. Hardware sinks, and fixtures are inaccessible. Interior built-in furnishings are wood, metal, and laminate. There are wood pivot doors for storage in classrooms. Lockers are various types, primarily metal, single-tier, 15”x60” for 2 students. They are sized too small for shared use. Window treatments are rolling shades with vertical blinds at the auditorium and cafeteria, all in good condition. Adult bathrooms are CMU, ceramic tile, VCT, with metal or wood partitions. They are original to the building and are not accessible. Student bathrooms are the same with painted plaster at upper walls and ceiling. Stairs are painted concrete with steel nosing and wood or metal hand and guardrails. Railings and stair nosing are non accessible. The one elevator in the building is in good condition, but not all areas are accessible. In the gymnasium there is the original wooden athletic floor and backstops. Walls are glazed CMU with a 1x1 acoustic ceiling tile in fair condition. The auditorium/cafeteria/music space has a VCT floor, glazed CMU with regular CMU above and 2x4 ACT. The wood platform is in good condition, but is not accessible. The gym floor was replaced in 2017. The kitchen is for warming only and is functional. The fire alarm system is multi-zone. There are door holders and smoke detectors in the library and corridors, and there is a master box. The lighting system consists of 2x2 recessed fluorescent in corridors, with surface and suspended fluorescents in the classrooms. Most classrooms are without multiple switches. There are new energy efficient lamps and electronic ballasts supplied by the utility company. Receptacles are generally standard duplex type, 50 years and under. Additional receptacles and circuits are needed in classrooms and office areas. The security system which notifies UL Central Station consists of keypads at specific doors and motion detectors in corridors. A school building security project was implemented, funded through a Homeland Security Grant. Electronic access card readers were installed on two exterior doors. All appropriate staff has electronic access via key fob device. Access to the building is much more secure and records of access by individuals is monitored via a live database. The sound/intercom system has private switches in classrooms and ceiling speakers in the corridors. The auditorium has an independent sound system. Classrooms and the office have battery operated clocks. Corridors and classrooms have speakers with bell tones. There is recent data outlets in classrooms and office areas, but additional are needed in classrooms.

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

The grade structure at Franklin Elementary School is Kindergarten through Grade 5. The Newton Public Schools has articulated specific instructional time allotments for elementary core subjects, which include reading, writing, mathematics, science, social studies and social emotional curriculum. Specialist programs both enhance the core

RFQ for Owner's Project Management Services
Franklin Elementary School

Name of School ----- SAMPLE SCHOOL[DRAFT]-----

program and provide contractual preparation time for classroom teachers.

Programs offered include:

? General education classrooms for grades K-5

? Franklin is a full inclusion school

The school has three co-taught classrooms each taught by a general education teacher and a special education staff who is in the classroom full time serving the needs of our special education students in the co-taught setting.

? The remaining special education students who are not in co-taught classroom are supported academically by four full time special education teachers (e.g., Two special education teachers who serve as Inclusion Facilitators and two special education teachers who serve as Learning Center teachers.)

? Special education programs including, occupational/physical therapy, and speech/language

? Other special programs include English Language Learners programs/sheltered English instruction.

? Franklin does not have any other special education program, besides full inclusion.

? The school offers an early morning drop off and care program for parents that starts at 7:30 AM.

? The Plowshares After School Program operates at Franklin School. Students attend Plowshares from 3:00 PM until 5:30 PM. The Plowshares program is not operated by the Franklin School, though several school staff work there.

The district has been required to take measures so that every available space within each building can be utilized to support teaching and learning and to meet the needs of students. While the school takes every measure to provide space for small group instruction for students who need it, the Franklin building does not accommodate small group instruction associated with an inclusive education practices adopted by Newton, as required by special education laws.

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

Franklin has 23 core academic spaces:

20 Classrooms (4 of these are in a modular structure)

1 Reading Program/Literacy (small classroom)

1 Learning Center (small classroom)

1 ELL room (small classroom)

Average size of full-size classrooms: 838 square feet

Student Services spaces:

3 Small-sized specialist rooms: small group instruction, OT/PT, Speech/Language, Inclusion

Other Instructional Spaces:

1 Art Room

1 Music Room

Classrooms

Room 1 – 842 sf

Room 2 – 842 sf

Room 3 – 866 sf

Room 4 – 866 sf

Room 5 – 866 sf

Room 6 – 858 sf

Room 8 – 866 sf

Room 9 – 910 sf

Room 10 – 910 sf

Name of School ----- SAMPLE SCHOOL[DRAFT]-----

- Room 11 – 910 sf
- Room 12 – 910 sf
- Room 21 – 842 sf
- Room 22 – 842 sf
- Room 23 – 866 sf
- Room 24 – 866 sf
- Room 25 – 866 sf
- Room 26 – 678 sf
- Room 27 – 866 sf
- Room 28 – 866 sf
- Room 29 – 866 sf
- Room 31 – 1121 sf
- Art – 1203 sf
- Music - Stage
- Library – 2006 sf
- Cafetorium – 4038 sf
- Gym – 3000 sf
- FASP – 500 sf (Franklin After School Program)

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

Franklin School has a current enrollment of 413 students. The facility constraints at Franklin to deliver the full education program have been addressed to the extent possible by utilizing the older modular structure and lower level space, and adapting other spaces with the building to maximize space available for the programs. Spaces have been subdivided for teachers and programs to share them. Approximately 75 % percent of the classrooms, the library and music classroom are undersized when compared to MSBA guidelines for elementary schools. Spaces have been converted from their intended use. The district has worked to limit enrollment at Franklin by shrinking the geographical boundaries of the neighborhood which would be eligible to attend Franklin. The district has also limited the number of kindergarten classrooms to three, compared to the four kindergarten classrooms the school has had historically.

Lower level basement spaces have been converted from their intended non-educational use to now accommodate the library, art classroom and an instructional classroom. These spaces have inadequate natural light from high windows only and inadequate ventilation for occupied spaces.

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

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

Preventative maintenance (PM) and regular repair and maintenance work orders are processed in a web-based electronic system enabling efficiency and data gathering. Custodians receive annual training on PM procedures. The district's PM program includes: 1) Asbestos inspection every three years and updates as required, 2) Boiler

RFQ for Owner’s Project Management Services
Franklin Elementary School

Name of School ----- SAMPLE SCHOOL[DRAFT]-----

cleaning annually, 3) Elevator inspections, 4) Emergency generator inspections monthly, 5) Fire suppression testing annually, 6) Replacing carpet with vinyl tile, 7) HVAC maintenance including duct cleaning, 8) Infrared roof inspection, 9) Steam trap replacement, 10) Unit vent filter changes three times a year.

The City of Newton’s current Capital Improvement Program includes \$50,000,000.00 in funds toward a renovation/replacement project. The source of these funds is ‘alternate funding/MSBA eligible/Bonding’, contingent upon local approval.

Name of School ----- SAMPLE SCHOOL[DRAFT]-----

Priority 5

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

Roof: The 1938 roof is almost all slate which is original, with the exception of the old kindergarten wing and boiler room roof, which are tar and gravel. Additionally, in 1993 the north-facing façade of the slate roof was replaced with asphalt shingles. The classroom portion of the 1949 addition is mostly slate which is original, with a very small section above the offices, and the gym addition being tar and gravel. The 1954 addition roof is a rubber membrane that was replaced in 2008. Overall, the roof appears to be in very good condition considering the age. Maintenance records indicate there have been 5 individual roof leaks since 2005, with no reported roof leaks in the past 4 years. The annex had approximately 10 roof leaks reported before the roof was replaced, and none since then. The tar and gravel sections are not actively leaking, but will likely need to be replaced within the next 10 years.

Boilers and HVAC: Franklin is served by a single gas fired Smith steam boiler installed in 1983. Terminal equipment includes steam unit vents and radiation in common areas. The 1954 addition is served by a hot water heat exchanger and pumps, which deliver heat to unit ventilators in the associated spaces. The gym is served by radiation, as well as a steam H&V unit. The majority of the building systems are controlled an aging electro pneumatic control system with 18 control zones. Much of its functionality, however, is no longer operable. The HVAC terminal equipment is controlled by an aging, obsolete, and maintenance intensive pneumatic air system. Recently a new interior air handling unit was installed in the Library to improve the humidity and general air quality. In 2014, approximately \$500,000 was spent on building management systems, HVAC equipment controls, steam trap replacements, and weatherization throughout the school.

Plumbing: The majority of the plumbing in this building is original and in good working order. Upgrades were made a few years ago to improve the water efficiency of the fixtures. The bathrooms are in good working order, with the exception of the two adult bathrooms at the entrance to the cafetorium, which appear functional. All of the sanitary lines are gravity drains, and the system meets the current plumbing codes.

Fire Protection and Detection: The fire alarm panel and devices in the building have been updated and are addressable. There is a Fire Alarm System with smoke, heat and CO2 Detectors. Distribution will need updating, but is in good working order. The building has no fire suppression.

Accessibility: The Franklin School is programmatically accessible. A hydraulic 3-stop elevator was installed in the 1990’s, and the bathrooms have appropriate clearance and accessible features. The door hardware and signage have been sporadically updated, but additional work is needed in this area. The west side playground is somewhat accessible with very little accessible features, while the east side playground is accessible and has limited accessible features.

Electrical:
In 2012, minor electrical improvements were made to the Franklin School as part of a broad capital project. That being said, the service, panels, and distribution are original, beyond useful life, and should be replaced. The main switchgear is located in a very small utility room in the basement. This room does not have the proper clearances for safe work, and when the panels are replaced, they should be moved to another more appropriate location within the building. In 2014, \$65,000 was spent upgrading the lighting and lighting controls. In 2017, \$70,000 was spent upgrading the lighting and lighting controls.

Name of School	---- - SAMPLE SCHOOL[DRAFT]----
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Priority 5

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

In 2014, approximately \$500,000 was spent on building management systems, HVAC equipment controls, steam trap replacements, and weatherization throughout the school. Based on current best practices and Newton’s educational mission, educational and building standards that address the reduction of energy consumption have been established as part of the facilities operations plan. In recent years, energy efficient lighting has been installed throughout the district by partnering with the NSTAR Lighting Rebate Program. The City has hired an energy specialist to oversee the implementation of measures and policies that have a direct impact on reduced energy consumption while improving equipment operation and occupant comfort. The district has clear policies and procedures for reducing energy use throughout the day and evening. Heat is not turned on within school buildings until October 15 of each year. During the school day, thermostats are kept at the lowest required temperatures. Staff are encouraged to arrange classroom furnishings to maximize distribution of heat. Policies are in place to turn off lights and use natural lighting whenever possible. The district periodically sends out reminders regarding these energy conservation policies.

In 2012, the City of Newton entered into a contract with Thielsch Engineering. This company has conducted an energy audit of the Franklin School and has reviewed the historic consumption of all utilities and the available energy cost savings that will result from recommended energy conservation projects that will deliver those savings.

Name of School	---- - SAMPLE SCHOOL[DRAFT]----
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Priority 5

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

Teaching and Learning at Franklin School is highly impacted by the facility due to its age and condition, and due to the fact that the facility has small, inadequate support spaces. The condition of building systems creates environmental conditions that do not support teaching and learning: The vast majority of mechanical, electrical, and plumbing systems at Franklin are original to the building. The HVAC terminal equipment is controlled by an aging, obsolete, and maintenance intensive pneumatic air system. The HVAC distribution system is mostly original to the buildings creating uneven heating conditions. Ventilation is below standard and lacking in some spaces. The school has too few toilet rooms for both students and staff.

The Franklin School has had two additions since it was built in 1938, but the school lacks sufficient programmatic space, specifically for offices, support staff, and special education. These spaces have been created throughout the school, but they are often insufficient, and not ideal, and some are in the basement level where humidity and lack of sufficient natural light are a challenge. While most classrooms that are surprisingly large compared to other schools of this age, there is insufficient storage space. The Gym, Cafetorium, Art Room, and Library are all of manageable size, but the school is lacking an appropriate music room, special education spaces, staff offices, small group instruction areas, storage and conference rooms.

Name of School	---- - SAMPLE SCHOOL[DRAFT]----
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Priority 5

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

The heating system of a building is a major piece of building infrastructure, and its replacement and/or modernization will extend the useful life of the facility. Since the heating system of this facility was constructed, technology has changed significantly; today there are high efficiency boilers, variable speed drives and sophisticated electronic controls for heating system management. Decreased maintenance needs for heating systems increases not only its useful life but has a positive effect on the building as a whole. Approximately one-third of our maintenance and repair budget is devoted to repairing failing heating equipment. There is an opportunity cost in this scenario whereby other facility systems must compete for dollars. Heating system emergencies take a high priority over other maintenance concerns. Heating system upgrades will reduce the operating costs and allow those dollars to be spent on preventative maintenance and other types of facility improvements.

Please also provide the following:

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

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

Josh Morse, Public Buildings Commissioner

HMFH Architects Inc. Long-Range Facilities Master Plan 2007, updated

The date of the inspection:

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

The Franklin School has had two additions since it was built in 1938, but the school lacks sufficient programmatic space, specifically for offices, support staff, and special education. These spaces have been created throughout the school, but they are often insufficient, and not ideal for the programmatic uses for which they are used. There are currently 20 classrooms that are large compared to other schools of this age, however they lack sufficient storage space. The Gym, Cafetorium, Art Room, and Library are all of manageable size, but the school is lacking an appropriate music room, special education spaces, staff offices, small group instruction areas, and conference rooms. It is recommended that a potential project should address all building system deficiencies, as well as address the other spatial programmatic deficiencies.

Name of School	----- SAMPLE SCHOOL[DRAFT]-----
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Priority 7

Question 1: Please provide a detailed description of the programs not currently available due to facility constraints, the state or local requirement for such programs, and the facility limitations precluding the programs from being offered.

While the necessary education programs are currently being offered, they are being offered under building constraints and in substandard spaces as described in the answer to Question 3.

Name of School	---- - SAMPLE SCHOOL[DRAFT]----
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Priority 7

Question 2: Please describe the measures the district has taken or is planning to take in the immediate future to mitigate the problem(s) described above.

The current City of Newton Capital Improvement Program includes \$50,000,000.00 in funds toward a renovation/replacement project. The source of these funds is 'alternate funding/MSBA eligible/Bonding', contingent upon local approval.

Name of School	---- - SAMPLE SCHOOL[DRAFT]----
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Priority 7

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

Teaching and Learning at Franklin School is highly impacted by the facility due to its age and condition, and due to the fact that the facility severely lacks adequate support spaces. The condition of building systems creates environmental conditions that do not support teaching and learning: The vast majority of mechanical, electrical, and plumbing systems at Franklin are original to the building. The HVAC terminal equipment is controlled by an aging, obsolete, and maintenance intensive pneumatic air system. The HVAC distribution system is mostly original to the buildings creating uneven heating conditions. Ventilation is below standard and lacking in some spaces. The school has too few toilet rooms for both students and staff. The building is not fully accessible or ADA compliant. Classrooms do not have the ability to adequately support the technology that is part of a 21st century education. There are too few electrical receptacles in classrooms. All of the systems in the buildings are past their useful lives affecting comfort and security as well as teaching and learning.

The facility relies on undersized spaces for instruction and lacks small instructional spaces that are required with current educational practices and the full inclusion of students with a spectrum of needs. When built, Franklin did not have SPED and ELL programs, children went home for lunch, kindergarten was a half-day double session, no after school programs existed, nor was there dedicated space for art and music instruction. SPED programs require self-contained adequately-sized classrooms and ancillary spaces for speech and language, OT and PT, ABA space (for autism spectrum disorders) and small group tutorial spaces. The negative impact of substandard spaces on teachers and student learning is significant.

Name of School	---- - SAMPLE SCHOOL[DRAFT]----
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Vote

REQUIRED FORM OF VOTE TO SUBMIT AN SOI

REQUIRED VOTES

If the SOI is being submitted by a City or Town, a vote in the following form is required from both the City Council/Board of Aldermen **OR** the Board of Selectmen/equivalent governing body **AND** the School Committee.

If the SOI is being submitted by a regional school district, a vote in the following form is required from the Regional School Committee only. FORM OF VOTE Please use the text below to prepare your City’s, Town’s or District’s required vote(s).

FORM OF VOTE

Please use the text below to prepare your City’s, Town’s or District’s required vote(s).

Resolved: Having convened in an open meeting on _____, prior to the closing date, the

_____ *[City Council/Board of Aldermen,
Board of Selectmen/Equivalent Governing Body/School Committee]* of _____ *[City/Town]*, in accordance

with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest dated _____ for the

_____ *[Name of School]* located at _____ *[Address]* which

describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future

_____ ; *[Insert a description of the priority(s) checked off on*

the Statement of Interest Form and a brief description of the deficiency described therein for each priority]; and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.

Massachusetts School Building Authority	23	Statement of Interest
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Name of School ---- - SAMPLE SCHOOL[DRAFT]----

CERTIFICATIONS

The undersigned hereby certifies that, to the best of his/her knowledge, information and belief, the statements and information contained in this statement of Interest and attached hereto are true and accurate and that this Statement of Interest has been prepared under the direction of the district school committee and the undersigned is duly authorized to submit this Statement of Interest to the Massachusetts School Building Authority. The undersigned also hereby acknowledges and agrees to provide the Massachusetts School Building Authority, upon request by the Authority, any additional information relating to this Statement of Interest that may be required by the Authority.

Chief Executive Officer *	School Committee Chair	Superintendent of Schools
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(signature)	(signature)	(signature)
Date	Date	Date

* Local chief executive officer: In a city or town with a manager form of government, the manager of the municipality; in other cities, the mayor; and in other towns, the board of selectmen unless, in a city or town, some other municipal office is designated to the chief executive office under the provisions of a local charter. Please note, in districts where the Superintendent is also the Local Chief Executive Officer, it is required for the same person to sign the Statement of Interest Certifications twice.

#167-20(B)

CITY OF NEWTON

IN CITY COUNCIL

March 16, 2020

Resolution to the Newton Superintendent of Schools Authorizing the Superintendent to Submit to the Massachusetts School Building Authority a Statement of Interest for the Franklin Elementary as second priority by April 8, 2020

BE IT RESOLVED: Having convened in an open meeting on March 16, 2020 prior to the closing date, the City Council of Newton, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated April 8, 2020 for the Franklin Elementary School at 125 Derby Street located at which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future for replacement, renovation or modernization of school facility systems, such as roofs, windows, boilers, heating and ventilation systems, to increase energy conservation and decrease energy related costs in a school facility; and the replacement of or addition to obsolete buildings in order to provide for a full range of programs consistent with state and approved local requirements; and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the Newton School District to filing an application for funding with the Massachusetts School Building Authority.

Under Suspension of Rules
Readings Waived and Approved
24 Yeas 0 Nays



(SGD) DAVID A. OLSON, City Clerk

ATTACHMENT B

**BASE CONTRACT FOR OWNER'S PROJECT MANAGEMENT SERVICES
(BASE CONTRACT FOR DESIGN BID BUILD OR CM AT RISK PROJECT)**

RFQ ATTACHMENT B

BASE CONTRACT FOR PROJECT MANAGEMENT SERVICES

CONTRACT FOR PROJECT MANAGEMENT SERVICES
(BASE CONTRACT FOR DESIGN BID BUILD OR CM at RISK PROJECT)

This Contract is made this ____ day of _____ in the year _____ between the
(day) (month) (year)
City of Newton, Massachusetts (The Owner) and

(Firm Name)

(Address)

(City, State, Zip Code)

hereinafter called the "Owner's Project Manager" (OPM) to provide Project Management service required to complete the Basic and Extra Services described herein for the Educational Program Phase for the **Franklin Elementary School, 125 Derby Street, Newton, MA .**

The Owner's Project Manager is authorized to perform the services required by this Contract through the Schematic Design Phase which will be contracted for in two parts, Educational Programing, and Feasibility/Schematic Design. At the Owner's option, the Owner's Project Manager may be authorized to perform services for subsequent design phases and/or the Construction Phases and Completion Phase, at which time a mutually agreed upon amendment to this Contract will be executed between the Owner and the Owner's Project Manager. If the Owner elects to construct the project pursuant to G.L. c. 149, the amendment to this Contract shall include a Base OPM Contract Amendment for DBB for Basic Services required for the design-bid-build construction delivery method. If the Owner elects to construct the project pursuant to G.L. c. 149A, the amendment to this Contract shall include the insertion of a Base OPM Contract Amendment for CM at Risk, for Basic Services required for the CM at Risk construction delivery method.

For the performance of the services required under this Contract Educational Programing, and Feasibility Study/Schematic Design and as further described in Section 3 of the RFQ for Owner's Project Manager Services the OPM shall be compensated by the Owner for Basic Services in accordance with the Payment Schedule included as Attachment A.

IN WITNESS WHEREOF, the Owner and the Owner's Project Manager hereby agree to the terms of the Contract and have caused this Contract to be executed by their respective authorized officers or other authorized representatives.

OWNER:
CITY OF NEWTON

Ruthanne Fuller
(print name)
Mayor
(print title)

By _____
(signature and seal)
Date _____

Joshua Morse
Public Buildings Commissioner

Approved as to Legal Form & Character

Associate City Solicitor

OWNER'S PROJECT MANAGER:

(print name)

(print title)

By _____
(signature)
Date _____

(Attach Certificate of Owner)

I hereby certify funds are available for this contract in the amount of \$

Comptroller of Accounts

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ARTICLE 1: DEFINITIONS

All terms that this Contract defines may be used with or without initial capital letters. Other terms, abbreviations and references are defined as they appear herein. Words and abbreviations that are not defined in the Contract Documents but which have recognized technical or trade meanings are used in accordance with those meanings.

APPLICABLE LAWS – All applicable laws, statutes, ordinances, by-laws, codes, rules and regulations, of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government applicable to the Project.

APPROVAL – a written communication from the Owner approving either the work of the current Phase, as identified on Attachment A, or authorizing the Owner's Project Manager to proceed to the next Phase or approving the scope and compensation for either Extra Services or Reimbursable Expenses.

ARCHITECT/ENGINEER- herein also referred to as the **DESIGNER**-- the person or firm with whom the Owner has contracted to perform the professional designer services for this Project.

AUTHORITY- see **OWNER**.

BASIC SERVICES – the minimum scope of services to be provided by the Owner's Project Manager under this Contract, unless the Contract is otherwise terminated pursuant to Article 12.

CERTIFICATE OF FINAL COMPLETION- The form which contains the certification of the Designer, OPM and the Owner that the Project has reached Final Completion.

COMMISSIONING CONSULTANT- a person or firm engaged by the Owner to provide building commissioning services, including advisory services during design and construction.

CONTRACT- this Contract, inclusive of all Attachments, between the Owner and the Owner's Project Manager; all written amendments to this Contract; and all Approvals issued pursuant to this Contract.

CONTRACTOR or **GENERAL CONTRACTOR**- the person or firm with whom the Owner has contracted to perform the construction for this Project pursuant to the provisions of G.L. c. 149, §§ 44A-44J.

CONSTRUCTION MANAGEMENT AT RISK or **CONSTRUCTION MANAGEMENT AT RISK SERVICES** or **CONSTRUCTION MANAGEMENT AT RISK DELIVERY METHOD** or **CM at RISK DELIVERY METHOD** - a construction method described in M.G.L. c. 149A wherein a Construction Management at Risk firm provides a range of preconstruction services and construction management services which may include cost estimation and consultation regarding the design of the building project, the preparation and coordination of bid packages, scheduling, cost control, and value engineering, acting as the general contractor during the construction, detailing the Trade Contractor scope of work, holding the trade contracts and other subcontracts, prequalifying and evaluating Trade Contractors and subcontractors, and providing management and construction services, all at a Guaranteed Maximum Price, which shall represent the maximum amount to be paid by the public agency for the building project, including the cost of the work, the general conditions and the fee payable to the Construction Management at Risk Firm.

CONSTRUCTION MANAGER AT RISK, CONSTRUCTION MANAGEMENT at RISK

FIRM or CM at RISK- a sole proprietorship, partnership, corporation, or other legal entity with which the Owner has contracted pursuant to G.L. c. 149A, § 6(e), to provide Construction Management at Risk Services;

EXTRA SERVICES - services requested by the Owner to be performed by the Owner's Project Manager but which are additional (or "extra") to the services performed as Basic Services.

FEE FOR BASIC SERVICES – the fee to be paid to the Owner's Project Manager for satisfactorily performing, in the Owner's sole discretion, the Basic Services required under this Contract, exclusive of the compensation to which the Owner's Project Manager is entitled pursuant to Articles 9 and 10.

FINAL COMPLETION- The work has been completed in accordance with the Construction Contract Documents.

GENERAL LAWS – the Massachusetts General Laws as amended, including any rules, regulations and administrative procedures implementing said laws.

GUARANTEED MAXIMUM PRICE or GMP- The agreed total dollar amount for the Construction Management at Risk services, including the cost of the work, the general conditions and the fees charged by the Construction Management at Risk firm.

GUIDELINES AND STANDARDS – Documents published by the Owner including regulations and procedures that supplement the tasks of OPM's contracting with the Owner, and as they may be amended from time to time by the Owner.

NON-TRADE CONTRACTOR- for purposes of a project utilizing the CM at Risk construction delivery method only, a subcontractor, as described in M.G.L. c. 149A, §8, who is not a Trade Contractor, as defined herein, and who has a direct contractual relationship with a CM at Risk whether or not the work exceeds the threshold sum as identified in M.G.L. c. 149, §44F(1).

NOTICE to PROCEED- the written communication issued by the Owner to the Contractor or the CM at Risk authorizing him to proceed with the services specified in the construction contract or the CM at Risk contract and establishing the date for commencement of the contract time.

OWNER – the entity identified as such on page one of this Contract, or its authorized representative, that is the owner of the property that is the site of the Project and is responsible for administering this Contract.

OWNER'S PROJECT MANAGER – the individual, corporation, partnership, sole proprietorship, joint stock company, joint venture or other legal entity identified as such on page one of this Contract performing the professional Project Management Services under this Contract.

PHASE- a distinct portion of the work of this Contract and its associated duration, as identified on Attachment A. Prior Approval to proceed for each Phase is required from the Owner.

PRINCIPALS – the owners and/or officers of the Owner's Project Manager who are actively involved in the management of the Project.

PROJECT - all work that pertains to the study, planning, design, construction, reconstruction, installation, demolition, maintenance or repair, if any, as defined in this Agreement for the addition to/renovation or replacement of the Newton Senior Center.

PROJECT BUDGET – a complete and full enumeration of all costs of the Project.

PROJECT DIRECTOR- the employee of the Owner's Project Manager who has been designated in writing by the Owner's Project Manager as its authorized representative, as approved by the Owner pursuant to the requirements of M.G.L. c.149

§44A1/2 or M.G.L. c. 149A, § 2, as the case may be, for an "owner's project manager" and shall be the person who shall oversee and be responsible for all Project Management Services provided under this Contract. The Project Director shall be certified in the Massachusetts Certified Public Purchasing Official Program as administered by the Inspector General of the Commonwealth of Massachusetts.

PROJECT REPRESENTATIVE – the employee or a Subconsultant of the Owner's Project Manager, who shall be dedicated exclusively to the Project, on-site full-time during the Construction Phase in accordance with the requirements of Article 8.6.2.

PROJECT SCHEDULE – a complete list of all activities, time and sequence required to complete the Project.

REIMBURSABLE SERVICES OR REIMBURSABLE EXPENSES – the cost of services Requested by the Owner to be performed by the Owner's Project Manager or the cost of expenses paid by the Owner's Project Manager that are reimbursable pursuant to the provisions of Article 10.

SUBCONTRACTOR – for purposes of a project utilizing the design-bid-build construction delivery method pursuant to M.G.L. c. 149, a person or entity having a direct contractual relationship with the Contractor, who has the contract to perform the construction of the Project, except as otherwise specifically provided herein or as required by Law.

SUBCONSULTANT – any individual, company, firm, or business having a direct contractual relationship with the Owner's Project Manager, who provides services on the Project.

TRADE CONTRACTOR – for purposes of a project utilizing the CM at Risk construction delivery method only, subcontractors having a direct contractual relationship with a CM at Risk pursuant to M.G.L. c. 149A, § 8 (a)-(i), to perform one or more so-called sub-bid classes of work listed in M.G.L. c.149 §44F and all other sub-bid classes of work selected by the public agency for the Project, provided the sub-bid work meets or exceeds the threshold sum identified in M.G.L. 149 §44F(1).

ARTICLE 2: RELATIONSHIP OF THE PARTIES

- 2.1 The Owner's Project Manager shall act as an independent contractor of the Owner in providing certain project management services required for the Project except where the OPM is an existing public employee of the Owner as described in M.G.L. c. 149, § 149A1/2.
- 2.2 The Owner's Project Manager warrants and represents to the Owner that it has fully, completely and truthfully represented the qualifications and skills of the Owner's Project Manager, its Subconsultants, agents, servants and employees in the proposal submitted by the Owner's Project Manager, the Contract documents and in all communications with the Owner relative to this Contract and the services to be performed hereunder by the Owner's Project Manager, its Subconsultants, agents, servants and employees.

- 2.3 The Owner's Project Manager shall perform its services under this Contract with no less than that degree of skill and care ordinarily exercised by similarly situated members of the Owner's Project Manager's profession on projects of similar size, scope and complexity as is involved on the Project. The Owner's Project Manager's services shall be rendered in accordance with this Contract.
- 2.4 The Parties hereto agree that the Designer is solely responsible for the design requirements and design criteria for the Project (except to the extent specifically delegated to others) and for performing in accordance with the contract between the Owner and Designer.
- 2.5 The Parties hereto agree that the Contractor or CM at Risk, as the case may be, shall be solely responsible for construction means, methods, techniques, sequences and procedures, the Contractor's or CM at Risk's schedules, and for safety precautions and programs in connection with the Project and for performing in accordance with the Owner-Contractor Agreement or the Owner-CM at Risk Agreement. The Owner's Project Manager shall be responsible for the Owner's project Manager's negligent acts or omissions but shall not have control over or charge over acts or omissions of the Contractors, CM at Risk, Subcontractors, Trade Contractors or Non-Trade Contractors or the agents or employees of the Contractor, CM at Risk, Subcontractors, Trade Contractors or Non-Trade Contractors the Designer, the Authority, the Owner or the Commissioning Consultant.
- 2.6 Nothing in this Contract shall be construed as an assumption by the Owner's Project Manager of the responsibilities or duties of the Contractor or the CM at Risk or the Designer. The Owner's Project Manager's services shall be rendered compatibly and in coordination with the services provided by the Designer. It is not intended that the services of the Owner's Project Manager and Designer be competitive or duplicative, but rather complementary. The Owner's Project Manager shall be entitled to rely upon the Designer and Contractor or CM at Risk for the proper performance of their obligations pursuant to their respective contracts with the Owner.

ARTICLE 3: RESPONSIBILITIES OF THE OWNER

- 3.1 The Owner shall be responsible to oversee and monitor the performance of the Owner's Project Manager to ensure that it performs its obligations in a satisfactory manner. The Owner shall provide the necessary general direction and broad management coordination required to execute the Project.
- 3.2 The Owner shall designate an individual or individuals who shall have the authority to act on behalf of the Owner under this Contract and who shall be responsible for day-to-day communication between the Owner and the Owner's Project Manager,
- 3.3 Upon satisfactory completion of services performed, the Owner shall make payments to the Owner's Project Manager as provided in Articles 7, 8, 9 and 10.
- 3.4 The Owner shall be responsible for requiring the Contractor or CM at Risk and/or the Designer to comply with their respective contract obligations and to cooperate with the Owner's Project Manager.
- 3.5 The Owner shall provide timely information with respect to its requirements relative to the Project Schedule and the Project Budget, and shall further give timely notice to the Owner's Project Manager of any changes or modifications to the same.
- 3.6 To the extent such data is available, the Owner shall furnish to the Owner's Project Manager existing surveys of the Project site, building plans, borings, test pits, structural, mechanical, chemical or other test data, tests for air and water pollution and for hazardous materials, photographs and utility information. The Owner's Project Manager shall be entitled to reasonably rely upon the sufficiency and accuracy of the information furnished under this Article 3.6, provided that the Owner's Project Manager shall notify the Owner in writing of any deficiencies in such data that the Owner's Project Manager becomes aware of.

ARTICLE 4: RESPONSIBILITIES OF THE OWNER'S PROJECT MANAGER

- 4.1 The Owner's Project Manager shall provide project management services to monitor procurement procedures, design, construction and other related activities and to facilitate, coordinate and manage the Project with respect to timely performance in accordance with the Project Schedule and monitor the quality of services and workmanship and shall recommend courses of action to the Owner when respective contractual requirements are not being fulfilled. Services shall continue through substantial use and occupancy by the Owner, and Project closeout. As part of Basic Services, the Owner's Project Manager shall provide information as requested during final auditing.
- 4.2 The Owner's Project Manager shall perform the services required under this Contract in conformance with applicable federal, state, and local laws, ordinances and regulations.
- 4.3 The Owner's Project Manager shall report to the Owner any act or inaction in connection with the Project which the Owner's Project Manager believes creates a substantial health or safety risk. Notwithstanding the immediately preceding sentence, the Owner's Project Manager shall not assume responsibility for safety precautions and programs in connection with the Project, which shall remain the sole responsibility of the Contractor or CM at Risk, as the case may be.
- 4.4 The Owner's Project Manager shall comply with terms and conditions of all project agreements executed between the Owner and the Authority and any and all administrative directives issued by the Authority now in effect or hereafter promulgated during the term of this Contract, without any additional compensation. The Owner shall reasonably compensate the Owner's Project Manager for complying with any such term or condition or directive, that was not provided to or was not readily available to the Owner's Project Manager prior to such Services being performed and that materially impacts the Owner's Project Manager's scope, or other aspect of its Services, Fee, schedule, or any obligations and responsibilities under this Contract.
- 4.5 The Owner's Project Manager acknowledges the importance that the Owner attributes to the abilities and qualifications of the key members of the Owner's Project Manager's team, including Subconsultants, and the continuity of key member's participation in the services to be provided under this Contract. This Contract has been entered into on the representation of the Owner's Project Manager that the individuals, consultants, assignments and responsibilities will be maintained throughout the duration of this engagement. No substitution or replacement of individuals or change in the Subconsultants, listed in Attachment B, shall take place without the prior written approval of the Owner, except when necessitated by causes beyond the Owner's Project Manager's control. If the Owner's Project Manager proposes to replace one of the key members of the Owner's Project Manager's team, the Owner's Project Manager shall propose a person or consultant with qualifications at least equal to the person or firm the Owner's Project Manager proposes to replace. The Owner shall have the right to approve any substitution or replacement or change in status for the persons or Subconsultants listed in Attachment B and such approval shall not be unreasonably withheld. At the request of the Owner, the Owner's Project Manager shall consult with the Owner to resolve any situation in which the Owner determines that a member of the Owner's Project Manager's team is failing to perform services in an acceptable manner to the Owner. The Owner shall have the right to direct the removal of any such person or consultant. No act or omission of the Owner or the Authority made or permitted under this Section shall relieve the Owner's Project Manager of its responsibility for the performance of the services specified in this Contract.

- 4.6 The Owner's Project Manager shall employ at all times professional and support personnel with requisite expertise and adequate numbers to assure the complete, timely and high quality performance of the obligations of the Owner's Project Manager.
- 4.7 The Owner's Project Manager shall be and shall remain liable to the Owner for all damages incurred by the Owner as a result of the failure of the Owner's Project Manager to perform in conformance with the terms and conditions of this Contract.

ARTICLE 5: SUBCONSULTANTS

- 5.1 The Owner's Project Manager may employ Subconsultants, subject to the prior written approval of the Owner and subject to paragraph 10.3 in order to perform Basic, Extra and Reimbursable services under this Contract. The employment of Subconsultants shall not in any way relieve the Owner's Project Manager from its responsibilities under this Contract. Nor shall the Owner's approval of a Subconsultant in any way relieve the Owner's Project Manager from its responsibilities under this Contract.
- 5.2 Upon request, the Owner's Project Manager shall provide the Owner copies of its agreements with Subconsultants, including amendments thereto, and shall consult with the Owner with respect to the inclusion therein of appropriate terms and conditions to assure timely, efficient and competent performance of the Subconsultants.
- 5.3 No substitution of Subconsultants and no use of additional Subconsultants shall be made without prior written approval of the Owner, which approval shall not be unreasonably withheld.
- 5.4 The OPM shall be responsible for all compensation to be paid to a subconsultant. No Subconsultant shall have recourse against the Owner or the Authority for payment of monies alleged to be owed to the Subconsultant by the Owner's Project Manager, and the Owner's Project Manager shall include in all contracts with its Subconsultants language so providing.
- 5.5 All contracts between the Owner's Project Manager and its Subconsultants shall include a provision in which the Owner's rights to initiate corrective action shall be stipulated

ARTICLE 6: TERM AND TIMELY PERFORMANCE

- 6.1 The Owner's Project Manager acknowledges that expeditious completion of the Owner's Project Manager's services and the Project is of the utmost importance to the Owner. The term of this Agreement shall commence on the date stipulated in an Approval to proceed from the Owner. The Owner's Project Manager shall complete the services required under this Contract in a prompt and continuous manner. The Owner's Project Manager shall perform its services in a timely manner and shall not delay the work of the Designer, Contractor or CM at Risk. The Owner's Project Manager shall monitor the performance of the Designer and the Contractor or CM at Risk in accordance with schedules of performance that are established under their contracts with the Owner. The Owner's Project Manager shall immediately advise the Owner, as well as the Designer or the Contractor or CM at Risk, in writing, any time the Owner's Project Manager determines that either the Designer or the Contractor's or CM at Risk's performance is jeopardizing the Project Schedule or the Project Budget.

- 6.2 Time is of the essence in the performance of the Owner's Project Manager's obligations under this Agreement and under any amendment. The Owner's Project Manager agrees that no other work in its organization will be permitted to interfere with its timely performance of the work required under this Agreement or any amendment.
- 6.3 The Owner's Project Manager's services are to be provided in accordance with the time schedule set forth by the OPM and accepted by the Public Buildings Commissioner. If the schedule changes causing the need for revisions to the Owner's Project Manager's services, the Owner's Project Manager shall notify the Owner of the revisions to its services. The Owner shall have the right to extend the term of this Contract by amendment. All the rights and obligations of the parties for such extended periods shall be as set forth in this Contract or in the amendment.

ARTICLE 7: COMPENSATION

- 7.1 For the satisfactory performance of all services required pursuant to this Contract, excluding those services specified under Articles 9 and 10, the Owner's Project Manager shall be compensated by the Owner in an amount up to the Not-to-Exceed Fee for Basic Services, identified on Attachment A. The Owner's Project Manager shall submit invoices on a monthly basis in accordance with the Payment Schedule included as Attachment A. The Owner shall make payments to the Owner's Project Manager within 30 days of the Owner's approval of the invoice, which approval shall not be unreasonably withheld or delayed.
- 7.2 The Fee for Basic Services shall include, but not necessarily be limited to, all labor, overhead, profit, insurance, legal services, transportation, communication expenses, reasonable printing and copying necessary for completion of the Project. The fee for Basic Services also shall include (a) the costs of rebidding and re-solicitation of proposals, bids, or qualifications if due to the fault of the Owner's Project Manager, and (b) assisting the Owner as provided by paragraph 8.1.4.2 in litigation or resolution of claims or other administrative proceedings associated with a bid protest arising out of the Designer contract or the construction contract and for assistance beyond the requirements of paragraph 8.1.4.2 if such litigation or claims are due to the fault of the Owner's Project Manager.
- 7.3 When the Owner's Project Manager receives payment from the Owner, the Owner's Project Manager shall promptly make payment to each Subconsultant whose work was included in the work for which such payment was received. The Owner shall have the contractual right to investigate any breach of performance of a Subconsultant and to initiate corrective measures it determines are necessary and in the best interest of the Owner. All contracts between the Owner's Project Manager and its Subconsultants shall include a provision in which the Owner's rights to initiate corrective action shall be stipulated.
- 7.4 The Owner's Project Manager shall be paid the remainder of the Fee for Basic Services, less previous payments, upon acceptance by the Owner of the Certificate of Final Completion and submission of evaluations.

ARTICLE 8: BASIC SERVICES

The Owner's Project Manager shall perform the following Basic Services:

8.1 Project Management (For All Phases)

8.1.1 The Owner's Project Manager shall prepare a communication and document control procedure during the Educational Programing and Feasibility / Schematic Design Phases and continue to update it as specified for each subsequent phase as the contract may be amended. This procedure shall detail the responsibilities and lines of communication among all Project participants (Owner, Authority, Owner's Project Manager, Designer, Contractor or CM at Risk,Subcontractors, Trade Contractors, Non-Trade Contractors and other consultants,vendors or suppliers) and establish the procedure for correspondence, document control, designer and contractor or CM at Risk submittal logs, change order reporting logs and other tracking logs, as needed. The Owner's Project Manager shall include the Designer in its distribution of the Project Budget, Schedule, Monthly Progress Report and other reports as appropriate and as outlined in the Communications Plan.

8.1.1.2 The Owner's Project Manager shall assist the Owner in the preparation of all information, material, documentation, and reports that may be required or requested by the Authority, including without limitation, documentation related to incentive reimbursement percentage points that may be awarded to the Owner by the Authority, requests for reimbursement, and audit materials.

8.1.1.3 The Owner's Project Manager shall prepare agendas for and attend School Building Committee and DRC committee meetings, attend meetings with other representatives of the Owner, municipal administration and the department of senior services, and attend neighborhood meetings relating to the Project, and participate as a member of the Owner's Prequalification Committee, The Owner's Project Manager shall take minutes of all of the above-referenced meetings and promptly distribute minutes of these meetings to the Owner.

8.1.1.4 The Owner's Project Manager shall review all applications for payments, requisitions and invoices relating to the Project as submitted by the Designer, equipment vendors and all other contractors and suppliers and make recommendations to the Owner relative to amounts due.

8.1.2 Project Control

During the Educational Program and, Feasibility Study/Schematic Design Phases of this Contract, the Owner's Project Manager shall monitor and report to the Owner any changes to the Feasibility Study Budget, Scope and Schedule.

8.1.2.1 Project Budget

The Owner's Project Manager shall prepare a detailed baseline Project Budget in a form acceptable to the Owner, which will be reviewed and agreed upon by the Owner. The Owner's Project Manager shall monitor and compare all Designer estimates, contractor bids, Guaranteed Maximum Price (if applicable), and other cost information to this Project Budget and identify and report all variances to the Owner. The Owner's Project Manager shall maintain and update the baseline Project Budget throughout the term of this Contract. The Owner's Project Manager shall report any variances to the baseline Project Budget as part of the Monthly Progress Report.

The Owner's Project Manager shall prepare revisions to the baseline Project Budget, as needed, and submit them to the Owner for approval.

8.1.2.2 Cost Estimating

The Owner's Project Manager shall prepare detailed *independent* cost estimates at each Design phase after the Feasibility Phase (Design Development, Construction).when required by the Owner. If the Owner requires the Owner's Project Manager to prepare an independent cost estimate, the Owner's Project Manager shall compare its cost estimate to that prepared by the Designer to identify and notify the Owner of any variances.

In the event that the cost as estimated by the Designer exceeds the construction cost in the Project Budget at any of the Design phases, the Owner's Project Manager shall consult with the Designer and recommend to the Owner appropriate revisions to the scope of work.

The Owner's Project Manager shall provide cost estimating services, as may be required, to develop cash flows.

8.1.2.3 Project Schedule

The Owner's Project Manager shall prepare a Project Schedule in a form acceptable to the Owner.

The Owner's Project Manager shall prepare revisions to the Project Schedule, as needed, and submit them to the Owner for approval.

8.1.2.4 INTENTIONALLY LEFT BLANK

8.1.3 Monthly Progress Report

The Owner's Project Manager shall submit to the Owner no later than the twelfth day of each calendar month a written Monthly Progress Report summarizing activity during the preceding calendar month. The Monthly Progress Report shall be submitted in a format acceptable to the Owner and shall describe work performed by all project participants (OPM, Designer, Contractor or CM at Risk) during the reporting period and work planned for the next reporting period. The report shall also address matters of schedule adherence (Project Schedule as well as individual completion percentages for design and construction), costs to date (updated Project Budget and actual expenses incurred), change orders and potential change orders, cash flow projections, Contractor's or CM at Risk's safety performance, Designer's QA/QC, Contractor's or CM at Risk's environmental compliance, community issues, Designer and Contractor or CM at Risk's MBE/WBE activities, any issues that could result in additional time and/or additional costs and any anticipated problems/concerns together with recommended solutions.

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8.1.5 MBE/WBE Compliance Monitoring (All Phases)

The Owner's Project Manager shall monitor and report on the Designer's and Contractor's or CM at Risk's compliance with MBE/WBE requirements.

8.1.6 Site Investigations and Environmental Testing

Prior to Designer Selection, the Owner's Project Manager shall assist the Owner in determining the need for and the implementation of site evaluation and testing including, but not necessarily limited to, site surveys, wetlands evaluation, environmental evaluations, hazardous materials evaluation, subsurface testing (percolation tests, test pits, borings, etc.), destructive testing and other investigative work in the case of renovation projects. The determination that any additional services or testing need to be performed shall rest with the Owner or Designer.

8.1.7 Project Records and Reports (All Phases)

The Owner's Project Manager shall maintain a complete Project file including, but not necessarily limited to, a copy of the executed agreements of the Owner-Owner's Project Manager, Owner-Architect/Engineer and the Owner-Contractor or Owner- CM at Risk, including copies of performance and payment bonds, a master list of permits, certificates of insurance, licenses and approvals for the Project, correspondence, daily reports, payment records, shop drawings, submittals, project schedules, requests for information, change orders/amendments, change directives and meeting minutes. The Owner's Project Manager shall assist the Owner in responding to any public records request received by the Owner.

8.2 Educational Programing

8.2.1 Designer Selection

The Owner's Project Manager shall coordinate the designer selection process for the Owner in accordance with the Authority's Designer Selection Guidelines. Services shall include:

- 8.2.1.1 The Owner's Project Manager shall assist the Owner in preparing the schedule for designer selection, advertisement, request for services, selection criteria and other materials required for the application .
- 8.2.1.2 The Owner's Project Manager shall record the names and addresses of all designers who request an application package, shall notify all interested designers of any changes to the request for services or application package and shall respond to project specific questions. The Owner's Project Manager shall complete reference checks on all applicants and provide the Owner with a report on the references. .
- 8.2.1.3 The Owner's Project Manager shall review each submitted application to be sure it is complete and shall submit the application packages as well as the completed references to the Owner at least two weeks before the targeted Designer Selection Panel meeting.
- 8.2.1.4 The Owner's Project Manager shall present the project particulars and the results of the reference checks to the Owner's Designer Selection Committee.
- 8.2.1.5 The Owner's Project Manager shall assist the Owner in the negotiation of the design contract with the first-ranked firm.

8.2.1.6 The Owner's Project Manager shall monitor the activities and responsibilities of the Designer in the Development of the Educational Program and shall provide Project Management services to accomplish the tasks as more fully described in Section 3 of the RFQ for Project Management Services.

8.2.2 Feasibility Study / Schematic Design

The Owner's Project Manager shall monitor the activities and responsibilities of the Designer during this phase and assist the Owner in the review of the proposed scope, schedule and budget, developed by the Designer, including the review of the Designer's preliminary drawings. The Owner's Project Manager shall:

8.2.2.1 Work with the Owner and Designer to prepare the Project Schedule.

8.2.2.2 The Owner's Project Manager shall review the schematic design to recommend Value Engineering Changes (VEC) to the Owner. A Value Engineering Change shall include an analysis of the constructability, cost, quality and schedule impact. The Designer will be responsible for a thorough review and recommendation on the technical merit of any VEC.

8.2.2.3 The Owner's Project Manager shall lead design coordination meetings every two weeks, between the Designer and the Owner to provide for review and discussion of design/engineering related issues. The Owner's Project Manager shall provide technical assistance to the Owner. The Owner's Project Manager shall take and distribute minutes of these meetings to the Owner.

8.2.2.4 The Owner's Project Manager shall assist in the implementation of additional site evaluation and testing as required by the Designer, including, but not necessarily limited to, site surveys, wetlands evaluation, environmental evaluations, hazardous materials evaluation, subsurface testing (percolation tests, test pits, borings, etc.), destructive testing and other investigative work in the case of renovation projects.

8.2.2.5 The Owner's Project Manager shall monitor the status of the Designer contract including monitoring the schedule of the Designer, provide review and comment of Designer's work product and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the Designer's contract with the Owner are not being fulfilled.

8.2.2.6 The Owner's Project Manager shall meet with the Owner, Designer and other project participants as necessary.

8.2.2.7 The Owner's Project Manager shall assist the Owner with identifying green strategies, as appropriate, for study during this phase. The Owner's Project Manager shall assist the Owner and Designer, as needed, in the preparation of the certification required for any LEED related initiatives.

8.2.2.8 The Owner's Project Manager shall assist the Owner in determining the appropriate construction delivery methodology for the Proposed Project. In providing such assistance, the Owner's Project Manager, in conjunction with the Designer, shall advise the Owner on the relative advantages and disadvantages associated with each of the construction delivery methods provided in M.G.L. Chapters 149 and 149A. The services provided by the Owner's Project Manager in assisting and advising the Owner in its determination of the appropriate construction delivery methodology shall be included in Basic Services.

If the Owner elects to proceed with the CM at Risk construction delivery method when directed by the Owner, the Owner's Project Manager shall, in a timely manner, assist and advise the Owner in properly preparing and submitting to the Office of the Inspector General, the application to proceed with the CM at Risk construction delivery method and in obtaining a notice to proceed, in accordance with the provisions of M.G.L. c. 149A, § 4, and the applicable regulations and procedures promulgated by the Inspector General. The Owner's Project Manager shall assist the Owner in correcting and resubmitting the application to proceed, as necessary, and in responding to any requests for additional information from the office of the Inspector General. The services provided by the Owner's Project Manager in assisting and advising the Owner with the preparation and submission of the application to proceed with the CM at Risk construction delivery method shall be included in Basic Services.

If the Inspector General issues a notice to proceed with the CM at Risk delivery method, and if the Owner, at its option, authorizes the Owner's Project Manager to perform services for subsequent design phases and/or the Construction Phases and Completion Phase, the Parties will enter into a mutually agreed upon amendment to this Contract using the amended Contract language for CM at Risk delivery method. In the event that the Inspector General does not issue a notice to proceed with the CM at Risk delivery method, the Owner, at its option, may elect to construct the project in accordance with the provisions of M.G.L. c. 149.

INTENTIONALLY LEFT BLANK FOR INSERTION OF ARTICLES 8.3 THROUGH 8.8 FOR EITHER DBB OR CM AT RISK CONSTRUCTION DELIVERY METHOD AT THE ELECTION OF THE OWNER AND BY AMENDMENT TO THE CONTRACT

ARTICLE 9: EXTRA SERVICES

9.1 General

- 9.1.1 Extra Services are those services requested by the Owner to be performed by the Owner's Project Manager but which are additional (or "extra") to the services performed as Basic Services. Such services are not included in the Fee for Basic Services and shall be invoiced and paid for separately. Extra services shall not be deemed authorized until a written Approval is received from the Owner.
- 9.1.2 The proposed cost, scope and schedule of all Extra Services shall be presented to and approved by the Owner in writing prior to the performance of any Extra Services.
- 9.1.3 Cost proposals for Extra Services shall be computed in accordance with the Hourly Rate Schedule established in Attachment A.

- 9.2 Unless specifically prohibited elsewhere and with the prior written Approval of the Owner, the Owner's Project Manager shall perform any of the following services as Extra Services:
- 9.2.1 Preparing special studies, reports, or applications at the written direction of the Owner, other than those specifically required herein as part of Basic Services;
 - 9.2.2 Assisting in the appeals process of permitting boards or commissions;
 - 9.2.3 Rebidding, re-solicitation, or re-advertising for bids, proposals, or qualifications unless made necessary by the fault of the Owner's Project Manager, in which events such rebidding shall be deemed part of Basic Services;
 - 9.2.4 Furnishing services in connection with a bid protest filed in court or with the Office of the Attorney General, provided such activities did not arise due to the fault of the Owner's Project Manager;
 - 9.2.5 Furnishing services in excess of Basic Services made necessary by the termination of the General Contractor or CM at Risk;
 - 9.2.6 Providing consultation with respect to replacement of work damaged by fire or other casualty during construction;
 - 9.2.7 Assisting the Owner in litigation, claims resolution or non-binding mediation arising out of the Designer contract or the construction contract, provided such litigation or claims did not arise due to the fault of the Owner's Project Manager; and
 - 9.2.8 Providing other services requested by the Owner that are not included as Basic Services pursuant to this Contract.
- 9.3 Invoices for Extra Services shall be accompanied by a complete breakdown listing the name, payroll title, date, number of hours by day, hourly rate and extended amount, per specified task of Extra Services performed. Hourly rates shall be in accordance with the Hourly Rate Schedule in Attachment A.

ARTICLE 10: REIMBURSABLE EXPENSES

- 10.1 For coordination and responsibility for the work described in the following paragraphs 10.1.1 and 10.1.2, the Owner's Project Manager shall be reimbursed its actual costs and those of its Subconsultants, supported by invoices or receipts, plus 10%. The following are reimbursable expenses:
- 10.1.1 Certain out of pocket expenses paid by the Owner's Project Manager such as filing fees, and permit fees that are normally paid by the Owner; travel to fabrication or manufacturing locations to identify completed, identified, and stored materials or equipment specifically for the Project; field office furnishings.
 - 10.1.2 Any other specially authorized reimbursement deemed essential by the Owner, in the Owner's sole discretion, in writing.

10.2 Non-Reimbursable Items: The Owner shall not reimburse the Owner's Project Manager or its Subconsultants for travel expenses, sustenance, telephone, facsimiles, electronic mails, postage and delivery expenses, unless specifically required elsewhere in this Contract.

10.3 The Owner's Project Manager shall not be entitled to compensation under this Article for the services of Subconsultants hired to perform Basic Services under this Contract. If a Subconsultant hired to perform Basic Services performs Extra Services approved by the Owner, compensation for such Extra Services shall be made under Article 9.

ARTICLE 11: RELEASE AND DISCHARGE

11.1 The acceptance by the Owner's Project Manager of the last payment under the provisions of Article 7 or Article 12 in the event of termination of the Contract, shall in each instance, operate as and be a release to the Owner its employees and agents, from all claims of the Owner's Project Manager and its Subconsultants for payment for services performed and/or furnished, except for those written claims submitted by the Owner's Project Manager to the Owner with, or prior to, the last invoice.

ARTICLE 12: ASSIGNMENT, SUSPENSION, TERMINATION

12.1 Assignment:

12.1.1 The Owner's Project Manager shall not assign or transfer any part of its services or obligations under this Contract (other than as specified in Article 5), without the prior written approval of the Owner. Likewise, any successor to the Owner's Project Manager must first be approved by the Owner before performing any services under this Contract. Such written consent shall not in any way relieve the Owner's Project Manager or its assignee from its responsibilities under this Contract.

12.2 Suspension

12.2.1 The Owner may, at any time, upon seven (7) days written notice to the Owner's Project Manager, suspend this Contract. If the Owner provides such written notice, the Owner's Project Manager shall be compensated for work satisfactorily performed in accordance with the Contract terms prior to the effective date of such suspension for which invoices have been properly submitted.

12.3 Termination

12.3.1 By written notice to the Owner's Project Manager, the Owner may terminate this Contract at any time with or without cause. If such termination shall occur through no fault of the Owner's Project Manager, all compensation and reimbursement due to the Owner's Project Manager in accordance with the Contract terms, for work satisfactorily performed up to the date of termination, including proportionate payment for portions of the work started but incomplete at the time of termination, shall be paid to the Owner's Project Manager, provided no payment shall be made for work not yet performed or for anticipated profit on unperformed work. If such termination is for cause then no further payment shall be due to the Owner's Project Manager beyond the date of termination.

12.3.2 By written notice to the Owner, the Owner's Project Manager may terminate this Contract:

- (a) if the Owner, within thirty (30) days following written notice from the Owner's Project Manager of any material default by the Owner under the Contract, shall have failed to cure such default; or
- (b) if, after the Owner's Project Manager has performed all services required during any phase prior to construction, at least six (6) months have elapsed without receipt by the Owner's Project Manager of Approval to proceed with the next Phase of the Project, provided the delay was not the fault of the Owner's Project Manager. This provision shall not apply to an Owner's Project Manager who has received a notice of suspension pursuant to paragraph 12.2.
- (c) Upon a proper termination by the Owner's Project Manager, the Owner's Project Manager shall be compensated as provided in paragraph 12.3.1 above regarding termination without cause.

ARTICLE 13: NOTICES

13.1 Any notice required to be given by the Owner or Authority to the Owner's Project Manager, or by the Owner's Project Manager to the Owner or Authority, shall be deemed to have been so given, whether or not received, if mailed by certified or registered mail to the Owner's Project Manager or the Owner at the addresses indicated on page one or to the Authority at 98 North Washington St., Suite 401, Boston, MA 02114. Notices to the Authority shall be sent to the attention of the Director.

ARTICLE 14: INDEMNIFICATION OF OWNER AND AUTHORITY

14.1 With respect to professional services rendered by Owner's Project Manager, to the fullest extent permitted by law, Owner's Project Manager shall defend, indemnify and hold harmless the Owner, and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner to the extent caused by the negligence of or the breach of any of the provisions of this Contract by the Owner's Project Manager, a person employed by the Owner's Project Manager, or any of its Subconsultants.

14.2 With respect to non-professional services rendered by Owner's Project Manager, to the fullest extent permitted by law, Owner's Project Manager shall defend, indemnify and hold harmless the Owner and the Authority, and their officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner and/or the Authority arising out of or resulting from the performance of its services provided that such claims, damages, liabilities, injuries, costs, fees, expenses, or losses are attributable to bodily injury or death or injury to or destruction of tangible property and to the extent caused by an act or omission of the Owner's Project Manager, a person employed by the Owner's Project Manager, or any of its Subconsultants.

- 14.3 The indemnification obligation in this Article shall be in addition to, and not a limitation of, any other rights and remedies available to the Owner under this Contract or at law.

ARTICLE 15: INSURANCE

- 15.1 The Owner's Project Manager shall obtain and maintain at its sole expense all insurance required by law and as may be required by the Authority and by the Owner under the terms of this Contract. The insurance required hereunder shall be provided at the sole expense of the Owner's Project Manager or its Subconsultant, as the case may be, and shall be in full force and effect for the full term of this Contract between the Owner and the Owner's Project Manager or for such longer period as otherwise required under this Contract.
- 15.2 All policies shall be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth of Massachusetts with a financial strength rating of "A" or better as assigned by A.M. Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the Owner and the Authority.
- 15.3 The Owner's Project Manager and its Subconsultants, shall submit to the Owner original certificates of insurance evidencing the coverage required hereunder, together with evidence that all premiums for such insurance have been fully paid simultaneously with the execution of this Contract. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles/self-insured retentions, and policy effective and expiration dates. The Owner's Project Manager shall submit updated certificates to the Owner prior to the expiration of any of the policies referenced in the certificates so that the Owner shall at all times possess certificates indicating current coverage. Original certificates shall be provided to the Authority by the Owner's Project Manager upon request by the Authority. Failure by the Owner's Project Manager to obtain and maintain the insurance required by this Section, to obtain all policy renewals, or to provide the respective insurance certificates as required shall constitute a material breach of the Contract and shall be just cause for termination of the services of the Owner's Project Manager under this Contract.
- 15.4 Termination, cancellation, or material modification of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to the Owner at least thirty days prior to the effective date thereof, which shall be expressed in said notice.
- 15.5 The Owner's Project Manager shall require by contractual obligation, and shall ensure by the exercise of due diligence, that any Subconsultant hired in connection with the services to be provided under this Contract shall obtain and maintain all insurance required by law and as may be required by the Owner under the terms of this Contract.
- 15.6 The Owner's Project Manager or its Subconsultant, as the case may be, is responsible for the payment of any and all deductibles under all of the insurance required by this Contract. Neither the Owner nor the Authority shall be responsible for the payment of deductibles, self-insured retentions or any portion thereof.

15.7 Workers' Compensation, Commercial General Liability, Automobile Liability, and Valuable Papers

The Owner's Project Manager shall purchase and maintain at its own expense during the life of this Contract, or such other time period as provided herein, the following types and amounts of insurance, at a minimum:

15.7.1 Workers' Compensation Insurance in accordance with General Laws Chapter 152. The policy shall be endorsed to waive the insurer's rights of subrogation against the Owner and the Authority.

15.7.2 Commercial General Liability Insurance (including Premises/Operations; Products/Completed Operations; Contractual; Independent Contractors; Broad Form Property Damage; and Personal Injury) with a minimum limit of

\$1,000,000 per occurrence, \$2,000,000 aggregate. The Owner's Project Manager shall maintain such insurance in full force and effect for a minimum period of one year after final payment and shall continue to provide evidence of such coverage to the Owner and the Authority. The Owner shall be added as an additional insured on this policy. The policy shall be endorsed to waive the insurer's rights of subrogation against the Owner.

15.7.3 Comprehensive Automobile Liability Insurance (including owned, non-owned and hired vehicles) at limits of not less than:

- a. \$1,000,000 Each Person for Bodily Injury;
- b. \$1,000,000 Each Accident for Bodily Injury; and
- c. \$1,000,000 Each Accident for Property Damage.

15.7.4 Valuable Papers insurance in an amount sufficient to assure the restoration of any plans, drawings, computations, field notes, or other similar data relating to the work covered by this Contract or by the Agreement between the Owner and the Designer in the event of loss or destruction while in the custody of the Owner's Project Manager until the final fee payment is made or all data is turned over to the Owner, and this coverage shall include coverage for relevant electronic media, including, but not limited to, documents stored in computer-aided design drafting (CADD) systems.

15.8 Professional Liability

The Owner's Project Manager shall maintain professional liability insurance covering errors and omissions and negligent acts of the Owner's Project Manager and of any person or entity for whose performance the Owner's Project Manager is legally liable at all times while services are being performed under this Contract. Certificates of professional liability insurance evidencing such coverage shall be provided to the Owner on or before the effective date of this Contract and for a period of at least six years after the earlier of: (1) the date of official acceptance of the completed Project by the Owner; (2) the date of the opening of the Project to public use; (3) the date of the acceptance by the general contractor of a final pay estimate prepared by the Owner pursuant to M.G.L. c. 30 §39G; or (4) the date of substantial completion of the Construction Contract and the taking of possession of the Project for occupancy by the Owner. The certificates shall indicate a retroactive date that is no later than the effective date of this Contract and a limit of not less than \$1,000,000.

In the event that the Owner terminates this Contract at or before the completion of the Facilities Program Phase "without cause" as provided in paragraph 12.3.1; or the Contract term ends pursuant to its own provisions at the completion of the Facilities Program Phase and the Contract is not amended to authorize the Owner's Project Manager to perform services for subsequent feasibility, design phases, Construction Phases and/or Completion Phase; or the Owner otherwise elects not to proceed with the Project beyond the Facilities Program Phase, either because the Owner lacks sufficient funding for the Project or because the Owner does not approve the Project to proceed beyond the Facilities Program Phase, the Owner may amend this paragraph 15.8.

15.9 Liability of the Owner's Project Manager

Insufficient insurance shall not release the Owner's Project Manager from any liability for breach of its obligations under this Contract. Without limitation, the Owner's Project Manager shall bear the risk of any loss if it's valuable papers insurance coverage is insufficient to cover the loss of any work product covered by this Contract.

15.10 Waiver of Subrogation

To the extent damages are covered by property insurance, the Owner and the Owner's Project Manager waive all rights against each other and against the General Contractor or CM at Risk, Subcontractors, Trade Contractors, Non-Trade Contractors, consultants, agents, and employees of the other for damages caused by fire or other causes of loss, except such rights as they may have to the proceeds of such insurance as set forth in the Owner-Contractor Agreement or the Owner-CM at Risk Agreement. The Owner shall require of the General Contractor or CM at Risk, Subcontractors, Trade Contractors, Non-Trade Contractors Owner's Project Manager, consultants, Subconsultants, and agents and employees, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

ARTICLE 16: OWNERSHIP OF DOCUMENTS

16.1 Unless provided otherwise by law, ownership and possession of all information, data, reports, studies, designs, drawings, specifications, materials, documents, models, and any other documentation, product or tangible materials authored or prepared, in whole or in part, or purchased, obtained, created by the Owner's Project Manager pursuant to this Contract (collectively, the "Materials"), other than the Owners Project Manager's administrative communications, records, and files relating to this Contract, shall be the sole property of, and shall vest in, the Owner as "works made for hire" or otherwise.

The Owner will own the exclusive rights, worldwide and royalty-free, to and in all Materials prepared and produced by the Owner's Project Manager pursuant to this Contract, including, but not limited to, United States and International patents, copyrights, trade secrets, know-how and any other intellectual property rights, and the Owner shall have the exclusive, unlimited and unrestricted right, worldwide and royalty-free, to publish, reproduce, distribute, transmit and publicly display all Materials prepared by the Owner's Project Manager. At the completion or termination of the Owner's Project Manager's services, all original Materials shall be promptly turned over to the Owner.

ARTICLE 17: REGULATORY AND STATUTORY REQUIREMENTS

- 17.1 Truth-in-Negotiations Certificate: If the Owner's Project Manager's fee is negotiated, by signing this Contract, the Owner's Project Manager hereby certifies to the following:
- 17.1.1 Wage rates and other costs used to support the Owner's Project Manager's compensation are accurate, complete, and current at the time of contracting; and
 - 17.1.2 The Contract price and any additions to the Contract may be adjusted within one year of completion of the Contract to exclude any significant amounts if the Owner determines that the fee was increased by such amounts due to inaccurate, incomplete or non-current wage rates or other costs.
- 17.2 The person signing this Contract certifies, as a principal or director of the Owner's Project Manager, that the Owner's Project Manager has not given, offered or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Contract; no consultant to or Subconsultant for the Owner's Project Manager has given, offered or agreed to give any gift, contribution or offer of employment to the Owner's Project Manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Owner's Project Manager or Subconsultant of a contract by the Owner's Project Manager; and no person, corporation or other entity, other than a bona fide full-time employee of the Owner's Project Manager, has been retained or hired by the Owner's Project Manager to solicit for or in any way assist the Owner's Project Manager in obtaining this Contract upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Contract
- 17.3 Revenue Enforcement and Protection Program (REAP): Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, the undersigned certifies under the penalties of perjury that to the best of his/her knowledge and belief that the Owner's Project Manager and the principals thereof are in compliance with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support
- 17.4 Interest of Owner's Project Manager: The Owner's Project Manager hereby certifies that it is in compliance with the provisions of M.G.L. c. 268A whenever applicable. The Owner's Project Manager covenants that 1) he/she presently has no financial interest and shall not acquire any such interest direct or indirect, which would conflict in any manner or degree with the services required to be performed under this Contract or which would violate M.G.L. c. 268A, as amended from time-to-time; 2) in the performance of this Contract, no person having any such interest shall be employed by the Owner's Project Manager; and 3) no partner or employee of the firm is related by blood or marriage to any officer, official, or employee of the Owner, unless approved by the State Ethics Commission.

- 17.5 Equal Opportunity: The Owner's Project Manager shall not discriminate in employment against any person on the basis of race, color, religion, national origin, sex, sexual orientation, age, ancestry, disability, marital status, veteran status, membership in the armed forces, presence of children, or political beliefs. The Owner's Project Manager shall comply with all provisions of Title VI of the Civil Rights Act of 1964 and M.G.L c.151B.
- 17.6 Certification of Non-Collusion: The Owner's Project Manager certifies under penalties of perjury that its proposal has been made in 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 of individuals.
- 17.7 Governing Law: This Contract shall be governed by the laws of the Commonwealth of Massachusetts.
- 17.8 Dispute Resolution: If a dispute arises between the parties related to this Contract, the parties agree to use the following procedures to resolve the dispute: (a) Negotiation. A meeting shall be held between representatives of the parties with decision-making authority regarding the dispute to attempt in good faith to negotiate a resolution of the dispute; such meeting shall be held within fourteen calendar days of a party's written request for such a meeting; (b) Mediation. If the parties fail to negotiate a resolution of the dispute, they shall submit the dispute to mediation as a condition precedent to litigation and shall bear equally the costs of the mediation. The parties shall jointly appoint a mutually acceptable mediator; they shall seek assistance from an independent third party in such appointment if they have been unable to agree upon such appointment within 30 days of the meeting just noted in (a) above; (c) Litigation. If the parties fail to resolve the dispute through mediation, or are unable to convene mediation within 90 days of first attempting to do so, then either party may file suit in accordance with paragraph 17.9; and (d) This paragraph of dispute resolution provisions shall survive termination of this Contract.
- 17.9 Venue: Any suit by either party arising under this Contract shall be brought only in a court of competent jurisdiction in the county where the Project is located. The parties hereto waive any argument that this venue is improper or that the forum is inconvenient.

CONTRACT ATTACHMENT A
PAYMENT SCHEDULE

Payments for services shall be made in accordance with the provisions outlined in the Contract and with the following schedule: The Owner's Project Manager shall perform the Services in accordance with the following Schedule:

Basic Services:

Educational Program Phase	\$ _____
Feasibility Study Phase	\$ _____
Schematic Design / Site Plan Approval Phase	\$ _____
Design Development Phase	\$ _____
Construction Document Phase	\$ _____
Early bid Packages Phase	\$ _____
Bidding & Negotiations Phase	\$ _____
Construction Administration Phase	\$ _____
Project Close Out Phase	\$ _____
TOTAL	\$ _____

Reimbursable Services:

	\$ _____
	\$ _____
	\$ _____

Extra Services:

Extra Services provided pursuant to Article 9 shall be compensated as determined by the Owner (a) by a lump sum fee agreed upon in advance in writing by the Owner and the Owner’s Project Manager, or (b) on an hourly basis in accordance with the lesser of \$150 per hour or the rate schedule set forth below for time expended, or (c) on an hourly basis in accordance with the lesser of \$150 per hour or a multiple of 2.5 times the direct personnel expense (without benefits) of the Designers or Sub-contractors personnel including principals.

Hourly Rate Schedule:

Personnel:	Rate / Hr.
	\$ _____
	\$ _____
	\$ _____

CONTRACT ATTACHMENT B
**REQUEST FOR QUALIFICATIONS FOR OWNER'S
PROJECT MANAGEMENT SERVICES (RFQ)**

CONTRACT ATTACHMENT C

CONTRACT FOR PROJECT MANAGEMENT SERVICES

AMENDMENT NO. _____

WHEREAS, the _____ (“Owner”) and _____, (the “Owner’s Project Manager”) (collectively, the “Parties”) entered into a Contract for Project Management Services for the Project (Project Number _____) at the _____ . “Contract”; and

WHEREAS, effective as of _____, the Parties wish to amend the Contract:

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes the Owner’s Project Manager (OPM) to perform the following services:

_____.

pursuant to the terms and conditions set forth in the Contract, as amended.

2. For the performance of services required under the Contract, as amended, the OPM shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services:	Original Contract	After this Amendment
Educational Program Phase	\$ _____	\$ _____
Feasibility Study Phase	\$ _____	\$ _____
Schematic Design / Site Plan Approval Phase	\$ _____	\$ _____
Design Development Phase	\$ _____	\$ _____
Construction Document Phase	\$ _____	\$ _____
Early Bid Packages Phase	\$ _____	\$ _____
Bid & Negotiation Phase	\$ _____	\$ _____
Construction Administration Phase	\$ _____	\$ _____
Project Close Out Phase	\$ _____	\$ _____
Total Fee	\$ _____	\$ _____

3. The Construction Budget shall be as follows:

Original Budget: \$ _____

Amended Budget \$ _____

4. The Project Schedule shall be as follows:

Original Schedule: _____

Amended Schedule _____

5. This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the Owner and the OPM have caused this Amendment to be executed by their respective authorized officers.

OWNER:

CITY OF NEWTON

Ruthanne Fuller
(print name)

Mayor
(print title)

By _____
(signature and seal)

Date _____

OWNER'S PROJECT MANAGER:

(print name)

(print title)

By _____
(signature)

Date _____

(Attach Certificate of Owner)

Joshua Morse
Public Buildings Commissioner

I hereby certify funds are available for this contract
in the amount of \$

Approved as to Legal Form & Character

Associate City Solicitor

Comptroller of Accounts

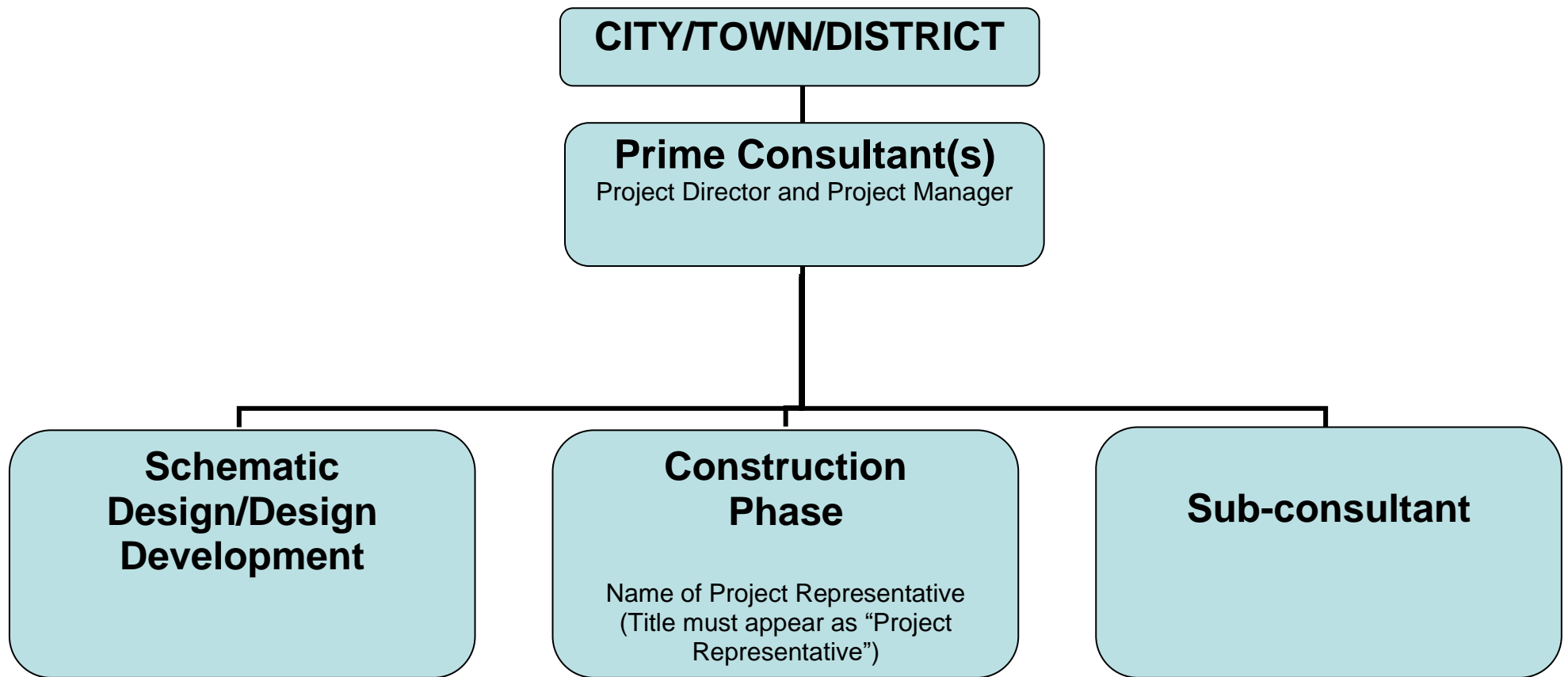
ATTACHMENT C

OPM APPLICATION FORM – March 2017

ATTACHMENT C

Owner's Project Manager Application Form – March 2017			
1. Project Name/Location for Which Firm is Filing: 1a. Project Number:			
2a. Respondent, Firm (Or Joint-Venture) - Name And Address Of Primary Office To Perform The Work:	2b. Name And Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:		
2c. Date Present And Predecessor Firms Were Established:	2d. Name And Address Of Parent Company, If Any:		
2e. Federal ID #:	2f. Name of Proposed Project Director:		
3. Personnel From Prime Firm Included In Question #2 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):			
Admin. Personnel _____	Cost Estimators _____	Other _____	
Architects _____	Electrical Engrs. _____	_____	_____
Acoustical Engrs. _____	Environmental Engrs. _____	_____	_____
Civil Engrs. _____	Licensed Site Profs. _____	_____	_____
Code Specialists _____	Mechanical Engrs. _____	_____	_____
Construction Inspectors _____		_____	_____
		Total	_____
4. Has this Joint-Venture previously worked together? <input type="checkbox"/> Yes <input type="checkbox"/> No			

5. List ONLY Those Prime and Sub-Consultant Personnel identified as Key personnel in the Response to Request for Services. This Information Should Be Presented Below In The Form Of An Organizational Chart modified to fit the firm's proposed management approach. Include Name of Firm And Name Of The Person:



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Franklin Elementary School

6. Brief Resume for Key Personnel ONLY as indicated in the Request for Services. Resumes Should Be Consistent With The Persons Listed On The Organizational Chart In Question # 5. Additional Sheets Should Be Provided Only As Required For The Number Of Key Personnel And They Must Be In The Format Provided. By Including A Firm As A Subconsultant, The Prime Applicant Certifies That The Listed Firm Has Agreed To Work On This Project, Should The Team Be Selected.	
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 6a Resides:	c. Name And Address Of Office In Which Individual Identified In 6a Resides:
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. Date of MCPPO Certification:	f. Date of MCPPO Certification:
g. Applicable Registrations and Certifications :	g. Applicable Registrations and Certifications:
h. Current Work Assignments And Availability For This Project (<i>availability should be identified as a percentage: e.g.: "As of 5/30, 50% available"</i>):	h. Current Work Assignments And Availability For This Project (<i>availability should be identified as a percentage: e.g.: "As of 5/30, 50% available"</i>):
i. Other Experience And Qualifications Relevant To The Proposed Project: (Identify OPM Firm By Which Employed, If Not Current Firm. Please distinguish between OPM work and any design work performed by the firm.):	i. Other Experience And Qualifications Relevant To The Proposed Project: (Identify OPM Firm By Which Employed, If Not Current Firm. Please distinguish between OPM work and any design work performed by the firm.):

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Franklin Elementary School

7a Past Performance: List all Completed Projects, in excess of \$1.5 million, for which the Prime Applicant has performed, or has entered into a contract to perform Owner's Project Management Services for all Public Agencies within the Commonwealth within the past 10 years.									
a. Project Name And Location Project Director	b. Brief Description Of Project And Services (Include Reference To Areas Of Similar Experience)	c. Project Dollar Value	d. Completion Date (Actual Or Estimate)	e. On Time (Yes Or No)	f. Original Construction Contract Value	g. Change Orders	h. Number of Accidents and Safety Violations	i. Dollar Value of any Safety fines	j. Number And Outcome Of Legal Actions
(1)									
(2)									
(3)									
(4)									
(5)									

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Franklin Elementary School

7b. Past Performance: Provide the following information for those completed Projects listed above in 7a for which the Prime Applicant has performed, or has entered into a contract to perform (cont) Owner's Project Management Services for all Public Agencies within the Commonwealth within the past 10 years.						
a. Project Name And Location Project Director	b. Original Project Budget	c. Final Project Budget	d. If different, provide reason(s) for variance	e. Original Project Completion	e. Actual Project Completion On Time (Yes or No)	f. If different, provide reason(s) for variance.
(1)						
(2)						
(3)						
(4)						
(5)						

8. **Capacity:** Identify all current/ongoing Work by Prime Applicant, Joint-Venture Members or Sub-consultants. Identify project participants and highlight any work involving the project participants identified in the response.

Project Name And Location Project Director	b. Brief Description Of Project And Services (Include Reference To Areas Of Similar Experience)	c. Original Project Budget	d. Current Project Budget	d. Project Completion Date	e. Current forecast completion date On Time (Yes Or No)	f. Original Construction Contract Value	g. Number and dollar value of Change Orders	h. Number and dollar value of claims
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								

RFQ for Owner's Project Management Services
Franklin Elementary School

9. References: Provide the following information for completed and current Projects listed above in 7 and 8 for which the Prime Applicant has performed, or has entered into a contract to perform Owner's Project Management Services for all Public Agencies within the Commonwealth within the past 10 years.						
a.	Project Name And Location Project Director	Client's Name, Address and Phone Number. Include Name of Contact Person	Project Name And Location Project Director	Client's Name, Address and Phone Number. Include Name of Contact Person	Project Name And Location Project Director	Client's Name, Address and Phone Number. Include Name of Contact Person
	1)		5)		9)	
	2)		6)		10)	
	3)		7)		11)	
	4)		8)		12)	

9. Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-consultants. 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.**

10. I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.

Submitted By
(Signature)

Printed Name And Title

Date

ATTACHMENT D

- D.1 BIDDERS QUALIFICATION AND REFERENCE FORM
- D.2 CERTIFICATE OF AUTHORITY BUSINESS CORPORATION
- D.3 CERTIFICATION OF VOTE
- D.4 SATISFACTION OF STATE TAX REQUIREMENTS – ATTEST FORM
- D.5 CERTIFICATE OF FOREIGN CORPORATION
- D.6 CERTIFICATE OF NON-COLLUSION
- D.7 DEBARMENT LETTER
- D.8 IRS FORM W-9
- D.9 BUSINESS CATEGORY INFORMATION FORM

Please review the main body of the RFQ to identify required certifications and other requirements.

ATTACHMENT D.1
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?: _____

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Franklin Elementary School

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: _____

ATTACHM3NT D.2

CERTIFICATE OF AUTHORITY – BUSINESS CORPORATIONS

As 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 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 contract 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

ATTACHMENT D.3

CERTIFICATION OF VOTE

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)

ATTACHMENT D.4

SATISFACTION OF STATE TAX REQUIREMENTS

ATTEST FORM

Pursuant to M.G.L. Chapter 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)

ATTACHMENT D.5

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)

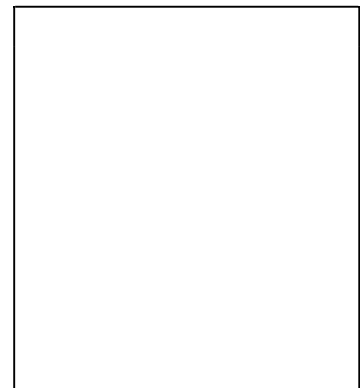
The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Name of person signing proposal

Signature of person signing proposal

Name of Business (Please Print or Type)

Affix Corporate Seal here



ATTACHMENT D.6

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 without collusion or fraud with any other person, business, partnership, corporation, union committee, club or other organization, entity or group of individuals.

Signature of individual submitting bid or proposal

Name of Business

ATTACHMENT D.7

City of Newton



Mayor
Ruthanne Fuller

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 # 23-98

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.

_____(Name)

_____(Company)

_____(Address)

_____(Address)

PHONE _____ FAX _____

EMAIL _____

Signature

Date

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

ATTACHMENT D.8

Form W-9
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

--	--	--	--

OR

Employer identification number

--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ATTACHMENT D.9

Business Category Information Form*

IFB No. 23-98

Owner's Project Manager Franklin School

Business Type Categories*	Select All That Apply
MBE: Minority-Owned Business Enterprise	
WBE: Women-Owned Business Enterprise	
VBE: Veteran Business Enterprise	
SDVOBE: Service-Disabled Veteran-Owned Business Enterprises	
DOBE: Disability-Owned Business Enterprise	
LGBTBE: Lesbian, Gay, Bisexual, Transgender Business Enterprise	

*Information is being collected as part of a City initiative to open contract opportunities to underrepresented vendors.

I do not wish to complete this form.

There is no penalty for persons who do not complete this Form, and whether or not the Form is completed will not be taken into consideration in awarding a bid.

I certify that the foregoing information is true and correct.

By: _____

Date:

ATTACHMENT E

**CITY OF NEWTON DESIGNER SELECTION COMMITTEE - ORDINANCE
DESIGNER SELECTION PROCEDURES**

PUBLIC BUILDINGS AND INSPECTIONAL SERVICES
Art. IV. Designer Selection Committee, §§ 5-35—5-53

DESIGNER SELECTION COMMITTEE

ARTICLE IV.

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 involving construction, alteration, repair or maintenance of a public building, 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. The designer selection committee shall also oversee the selection process for design services contracts subject to the provisions of section 38K of chapter 7 of the General Laws. The designer selection committee shall not oversee the selection process for design services contracts in any instance where an alternative procurement process inconsistent with this section is prescribed by state or federal laws or regulations.

The public buildings commissioner may consult with the designer selection committee regarding procurement of any design services contract not otherwise required to be overseen by the committee pursuant to the provisions of this section. (Rev. Ords. 1973, §2-346; Ord. No. Z-109, 05-07-12)

Cross references—Commissions and committees generally, Ch. 2, Art. VII; regulations governing appointment to and service on commissions and committees, § 2-8

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

(2) of whom shall be selected by the city council. 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.

RFQ for Owner's Project Management Services
Franklin Elementary School

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)

DESIGNER SELECTION PROCEDURES

City of Newton Designer Selection
Committee: Designer Selection
Procedures

City of Newton Designer Selection Committee
Designer Selection Procedures (Adopted
October 26, 2004)

1. These procedures govern the selection of designers for any municipal building project subject to the state designer selection law, M.G.L. c. 7, §38A1/2 -0 or subject to the provisions of § 11-8 of the City of Newton Charter. Any other local law governing the procurement of services will be inapplicable to these procurements.
2. the Designer Selection Committee [hereinafter referred to as the "Committee"] has the authority to conduct the designer selection process for the City of Newton (hereinafter referred to as the "City") pursuant to the provisions of § 11-8 of the City of Newton Charter and §§ 5-35-5-38 of the Revised Ordinances of the City of Newton, 2001. The Committee may delegate any duties described herein to the extent such delegation is permissible by law.
3. The Committee shall conduct the designer selection process.

No member of the Committee shall participate in the selection of a designer for any project if the member, or any of the member's immediate family:

- a. has a direct or indirect financial interest in the award of the design contract to any applicant;
 - b. is currently employed by, or is a consultant to or under contract to, any applicant;
 - c. is negotiating or has an arrangement concerning future employment or contracting with any applicant; or
 - d. has an ownership interest in, or is an officer or director of, any applicant.
4. A Request for Qualifications (RFQ) for each contract subject to these procedures shall be advertised in a newspaper of general circulation in the locality of the building project, in the *Central Register* published by the Secretary of the Commonwealth, and in any other place required by the Committee, at least two weeks before the deadline for filing applications.

5. The advertisement shall contain the following information:
 - a. a description of the project, including the specific designer services sought, the estimated construction cost, and the time period within which the project is to be completed;
 - b. if there is a program for the building project, a statement of when and where the program will be available for inspection by applicants;
 - c. when and where a briefing session (if any) will be held;
 - d. the qualifications required of applicants;
 - e. the categories of designers' consultants, if any, for which applicants must list names of consultants they may use;
 - f. whether the fee has been set or will be negotiated; if the fee has been set, the amount of the fee must be listed in the advertisement;
 - g. when and where the RFQ can be obtained and the applications must be delivered.

6. The RFQ shall include the Application to Designer Selection Committee Form. The Application Form may be amended to include additional information on a project-specific basis.

7. The Committee shall evaluate applicants based on the following criteria:

- a. prior similar experience;
- b. past performance on public and private projects;
- c. financial stability;
- d. identity and qualifications of the consultants who will work with the applicants on the project;
- e. any other criteria that the Committee considers relevant to the project.

8. The Committee shall select at least three finalists. Finalists may be required to appear for an interview or provide additional information to the Committee, provided that all finalists are afforded an equal opportunity to do so. The Committee may determine that it is in the best interest of the City to reject all applicants and re-issue the RFQ.

9. The Committee shall rank the finalists in order of qualification and transmit the list of ranked finalists to the Mayor. No person or firm, including applicants' listed consultants, debated pursuant to M.G.L. c. 149, §44C, shall be included as a finalist on the list.

The list must be accompanied by a written explanation of the reasons for selection including the recorded vote, if any. The written explanation, which may be the record or the minutes of the Commission's meeting at which the selection was made, and recorded vote, if any, shall be public records and shall be maintained in the contract file of the designer selected by the Mayor.

10. If the fee was set prior to the selection process, the Mayor shall select a designer from the list of finalists. If the Mayor selects a designer other than the one ranked first by the Committee, the Mayor shall file a written justification for the selection with the Committee and maintain a copy in the contract file. In accordance with the provisions of §5-35 of the Revised Ordinances of the City of Newton, 2001, the Mayor may request three (3) additional recommendations from which he may make his selection.

11. If the fee is to be negotiated, the Mayor shall review the list of finalists and may exclude any designer from the list if a written explanation of the exclusion is filed with the Committee and maintained in the contract file. The Mayor shall request a fee proposal from the first ranked designer remaining on the list and begin contract negotiations. If the Mayor is unable to negotiate a satisfactory fee with the first ranked designer, negotiations shall be terminated and undertaken with the remaining designers, one at a time, in the order in which they were ranked by the Committee until agreement is reached.

In no event may a fee be negotiated which is higher than the maximum fee set by the Mayor prior to selection of finalists.

12. If the Mayor is unable to negotiate a satisfactory fee with any of the finalists, in accordance with the provisions of §5-35 of the Revised Ordinances of the City of Newton, 200 I, the Mayor may request three (3) additional recommendations from which he may make his selection.
13. The City may allow a designer who conducted a feasibility study to continue with the project design, provided that an independent review by a knowledgeable and competent individual or firm doing such work finds the feasibility designer's work to be reasonable and adequate. The City must first advertise for the feasibility study. The City may include a statement in the advertisement and/or RFQ that the feasibility study designer is eligible to compete for the subsequent design services contract. Once the study is complete, the City may publish a second advertisement for the project design. If the feasibility designer is selected, the City may commission the independent review prior to allowing the designer to proceed with the work.
14. Every contract for design services shall include the following:
 - a. certification that the designer or construction manager has not given, offered, or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of the contract for design services;
 - b. certification that no consultant to, or subcontractor for, the designer or construction manager has given, offered, or agreed to give any gift, contribution, or offer of employment to the designer or construction manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the designer or construction manager;
 - c. certification that no person, corporation, or other entity, other than a bona fide full-time employee of the designer or construction manager, has been retained or hired by the designer or construction manager to solicit for or in any way assist the designer or construction manager in obtaining the contract for design services upon an agreement or understanding that such person, corporation, or other entity be paid a fee or other consideration contingent upon the award of the contract to the designer; and
 - d. certification that the designer has internal accounting controls as required by M.G.L. c. 30, §39R(c) and that the designer has filed and will continue to file an audited financial statement as required by M.G.L. c. 30, §39R(d).

All fees shall be stated in design contracts, and in any subsequent amendments thereto, as a total dollar amount. Contracts may provide for equitable adjustments in the event of changes in scope or services.

15. The City shall not enter into a contract for design services unless the designer has obtained professional liability insurance covering negligent errors, omissions, and acts of the designer or of any person or business entity for whose performance the designer is legally liable arising out of the performance of the contract. The total amount of such insurance shall at a minimum equal the lesser of one million (\$1,000,000) dollars or ten percent (10%) of the project's estimated cost of construction, or such larger amounts as the City may require, for the applicable period of limitations. A designer required by the City to obtain all or a portion of such insurance coverage at its own expense shall furnish a certificate or certificates of insurance coverage to the City prior to the award of the contract.

16. Every contract for design services shall have a provision that the designer or its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the designer in the preparation of the bid documents, as reasonably determined by the individual responsible for administering the design contract.

17. In the event of an emergency that precludes the normal use of these designer selection procedures, the Committee may elect to authorize expedited procedures to address the emergency. The Committee shall document in writing the reasons for the emergency declaration, the proposed scope of work, the estimated cost of construction, the established fee for the needed design services, and any other relevant information.

The Committee may select three finalists from any standing list of designers who have applied for projects of a similar nature, or may otherwise select three designers to be considered as finalists for the project. The Committee shall rank the finalists in order of qualification and select the designer for the emergency work.

18. The City shall publish the name of any designer awarded a contract in the *Central Register*.

19. The following records shall be kept by the City:

- a. all information supplied by or obtained about each applicant;
- b. all actions taken relating to the project; and
- c. any other records related to designer selection.

All records shall be available for inspection by the state Designer Selection Board and other authorized agencies.

The City shall evaluate designers' performance on contracts in accordance with M.G.L. c. 7, §38E (g)

ATTACHMENT F

CITY OF NEWTON ORDINANCES
DESIGN REVIEW COMMITTEE ORDINANCE

Chapter 5

PUBLIC BUILDINGS AND INSPECTIONAL SERVICES*

- Art. I.** **Public Buildings Department, §§ 5-1—5-15**
Art. V. **Design Review Committee, §§ 5-54—5-58**

ARTICLE I. PUBLIC BUILDINGS DEPARTMENT

Sec. 5-1. Department established.

There shall be established a public buildings department, which shall have as its head, a public buildings commissioner. This person shall be an officer of the city to whom the provisions of laws applicable to department heads shall apply. (Ord. No. S-301, 2-1-88)

Charter reference—Administrative departments, Art. 6

Sec. 5-2. Duties and responsibilities.

The public buildings commissioner shall have as among his duties and responsibilities the construction, alteration, repair and maintenance of all public buildings except as otherwise may be provided for by the charter of the city. (Ord. No. S-301, 2-1-88)

Sec. 5-3. Employees.

The public buildings commissioner, subject to the civil service laws of the commonwealth, shall have the authority to appoint or hire such support staff as the work requires, and to remove any of them for cause. (Ord. No. S-301, 2-1-88)

Secs. 5-4—5-15. Reserved.

Secs. 5-31—5-34. Reserved.

Secs. 5-38—5-53. Reserved.

ARTICLE V.
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, city council 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. N1o9. 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 city council, 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 city council. In the event that more than one facility shall comprise a project, and where the city council 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 city councilor, 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 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 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 city council, 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 detailed design phase and to the preparation of construction drawings, the design review committee shall file with the clerk of the city council 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 city council 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 city council 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 city council 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 city council in accordance with steps (3), (4) and (5) above. The city council 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 city council 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 city council 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)

ATTACHMENT G

CITY OF NEWTON – PUBLIC BUILDINGS DEPARTMENT
BUILDING DESIGN AND CONSTRUCTION SUSTAINABILITY GUILLELINE

**CITY OF NEWTON – PUBLIC BUILDINGS DEPARTMENT
BUILDING DESIGN AND CONSTRUCTION SUSTAINABILITY
GUIDELINES**

#216-17

CITY OF NEWTON

IN CITY COUNCIL

November 20, 2017

ORDERED:

That, in accordance with the recommendation of the Public Facilities Committee through its Chair Deborah J. Crossley, the City of Newton Public Buildings Department Building Design and Construction Sustainability Guidelines be and are hereby approved as follows:

**City of Newton – Public Buildings Department
Building Design and Construction Sustainability Guidelines**

A) Introduction and Summary

In its decisions regarding the design and construction of new municipal buildings and the major renovation of existing municipal buildings, the City of Newton strives to reach the best balance among many goals. Key goals include those pertaining to building function, construction budget, operating costs, siting, appearance, maintenance requirements, longevity, and flexibility for future needs. This document is intended to better guide decision-makers who seek to achieve the best balance among these goals. They are recommendations and do not alter the existing jurisdiction or authority of the City Council.

- 1) These guidelines will be reviewed at least every three years by the Public Buildings Commissioner as technology developments and experience warrant.
- 2) Newton is a leader in the pursuit of a sustainable built environment. As it plans the construction and major renovation of buildings, it will look beyond minimum regulatory standards and consider intelligent building strategies that will contribute to substantial long term conservation of natural resources and operational economies. For each building design project, in addition to meeting code requirements, the City will evaluate all cost effective features that reduce energy and other operational costs and minimize environmental impacts through the use of sustainable building materials and other strategies. This document will guide building siting, design, construction, and operations.

- 3) Newton's goal of a sustainable built environment is, to the extent possible, to
 - a. minimize the use of energy, water, and other resources
 - b. maximize the use of renewable sources to provide electricity and heat
 - c. maximize building longevity through rigorous design processes and quality-controlled construction
 - d. minimize environmental impacts of construction materials and methods
 - e. institute building operations and maintenance practices to minimize environmental impacts, achieve optimal performance and maximize occupant health and well-being.
- 4) In all new buildings and in the renovation of existing buildings the City strives to minimize building energy use. To attain that goal, the City has a building design and operation approach that will reduce life cycle costs, demonstrate significant improvements over previous designs, help define a path to net zero, and educate the community regarding feasibility and value. The path to net zero includes reducing building energy use as much possible and maximizing the use of on-site renewable power and heat.
- 5) Per Sec 5-54 of the City of Newton Ordinances, a Design Review Committee (DRC) has been established to coordinate the design review process, examine specifications and study the feasibility of any proposed public facility as submitted to it by the Mayor, City Council, or other public agency (e.g., the Public Buildings Department), and shall make recommendations on a range of solutions within realistic budgetary limits. The DRC may recommend that components of these guidelines be relaxed or modified to accommodate projects whose size or inherent nature make the component inapplicable.

B) Guidelines for Design Teams

1) Design Process Requirements

- a. Newton requires its design teams to use an integrated design approach at all phases of the design process, especially in schematics and design development. Because reduction in energy consuming features and HVAC loads may also reduce the size and cost of other parts of the project, and because choice of building materials may impact durability of construction, Newton requires its consultants to identify all building features that can be affected, when making energy efficiency related decisions. (See the attached commentary by Josh Morse, Newton's Buildings Commissioner, regarding "Integrated Design Approach".)
- b. During all phases of design
 1. Refer to "lessons learned" list from Public Buildings Department
 2. Evaluate Value Engineering options using life cycle cost analysis with full consideration of the impact on other building systems and components.
 3. Value Engineering options that increase energy use require recommendation by the DRC
 4. Continuously consider, propose and evaluate sustainability options
 5. All budget estimates to include air infiltration testing.

- c. During Conceptual Design Phase
Provide a minimum of three options before completion of Conceptual Development Phase. These options will require creative interactive discussions among the design consultants. These analyses will address onsite alternative energy source options and consider funding sources beyond the established building budget. The City will explore budget sources for Options 2 and 3 before completion of Conceptual Design.

Option 1. Meets all codes and budget

Option 2. Reduces energy use to 30% below code requirements, with any budget implications Option 3. Reduces energy use to net zero. If net zero is not feasible, show an option that reduces net energy use to the minimum feasible. Estimate budget implications.

- d. During Schematic Design Phase

1. At the start of Schematics, the City will direct the design team regarding the major options developed in Conceptual Design.
2. The design team will develop options to improve sustainability within the parameters accepted in Conceptual Design. Evaluate life cycle costs of each option.

- e. During Design Development Phase

1. The design team will develop options to improve sustainability within the parameters accepted in Schematic Design. Evaluate life cycle costs of each option.
2. Make provisions that enable future building modifications to improve sustainability.

- f. During Completion of Construction Drawings

1. Develop options for commissioning building envelope construction
2. Develop options for air infiltration testing

- g. Modeling for Large Projects. For projects of 20,000 square feet or more of gross floor area the design team is responsible for Building Energy Use Modeling using the following approach:

1. Establish expected schedule of building use before completion of schematics
2. As the design progresses, refine the model and complete energy model runs at Schematics, Design Development, and near completion of Construction Drawings. These models will be used to guide designers on how to achieve better energy conservation results and the impact of sustainability options being considered.

- 2) Certification and Ratings system requirements

- a. Design teams are responsible to meet the following requirements. While LEED is presently the preferred benchmarking system the DRC/ Public Buildings Department may consider alternative indices.
- b. Projects of less than 20,000 sf shall meet the requirements of the most current applicable US Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) Building Design and Construction (BD+C) building rating system at the level 'Certified' or better.

- c. Projects of 20,000 square feet or more of gross floor area shall meet the requirements of either:
 - 1. The most current applicable LEED BD+C building rating system at the level "Gold" or better.
For twelve months from the time of adoption of a new version of LEED projects shall have the option to file under either the old or newly adopted version.

OR

- 2.
- d. To further support the design, construction, and operation of a project that meets Newton's requirements for energy, water, indoor environmental quality, and durability, provide for implementing the LEED BD+C Enhanced Commissioning requirements.
- e. The Design Review Committee may recommend any municipal project conform to the certification system without actual participation in the formal process.

C) Guidelines for Designer Selection Committee

Consider the comparative capabilities and experience of design teams, including sub-consultants, to respond to these Guidelines as part of the designer selection criteria. Compare design teams' familiarity with recent sustainability achievements of similar buildings.

D) Guidelines for Public Buildings Department

- 1) Include these Guidelines in RFQs and contracts with Design Teams.
- 2) For all design projects, identify means to fund Life Cycle Cost-effective options that raise the cost higher than the established budget.
- 3) Maintain "lessons learned" list for use by design teams. Update this list after construction of each project and after one year of its occupancy. Semi-annually provide this list to the DRC. Among many other considerations, "lessons learned" shall include:
 - a. Evaluation of high performing windows used on recent projects
 - b. Evaluation of air barrier and insulating wall and roof assemblies used on recent projects
 - c. Evaluation of constructability of thermal break strategies in foundations and structural components on recent projects
 - d. Evaluation of HVAC and lighting approaches used on recent projects
 - e. Evaluation of building controls, management, monitoring and display functions
 - f. Evaluation of durability and performance of building materials
 - g. Evaluation of educational opportunities for users and the community
- 4) Two years after completion of projects larger than 20,000 sf, compare actual energy use to the building model, and include reasonable explanations for significant deviations, recommendations for performance improvements, and a plan to implement such improvements. Require re-measurement and review one year after substantial completion of any significant improvements.

Establish a formal "recommissioning" process to be completed by the third year of occupancy of

buildings, and repeated every three years as follows:

- a. Projects of at least 10,000 sf of floor area but less than 20,000 sf shall meet the requirements of the most current applicable LEED Operations and Maintenance (O+M) building rating system at the level 'Certified' or better.

- b. Projects 20,000 sf or more shall meet the requirements of the most current applicable LEED O+M building rating system at the level 'Silver' or better.

Under Suspension of Rules

Readings Waived and Approved by Voice Vote