

CITY OF NEWTON
PURCHASING DEPARTMENT
REQUEST FOR QUALIFICATIONS #17-38

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

Crescent Street Housing and Reverend Ford Playground Redevelopment Project

Pre-proposal Meeting: **70 Crescent Street Auburndale, MA 02466 in Newton, MA on November 22, 2016 at 10:00AM**

Statement of Qualifications (SOQ) will be received until **10:00 a.m., Thursday, December 8, 2016** at the Purchasing Department, Room 201, 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 proposals submitted. **The pre-proposal meeting is NOT mandatory.**

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., November 10, 2016.**

Proposers are responsible for downloading the specifications from the City's web site at www.newtonma.gov/bids . Proposers must email the Purchasing Department (purchasing@newtonma.gov) their Company Name, Address, Email address, Phone & Facsimile number and what bid # (i.e. #17-38) they have downloaded.

SOQs should be responsive to all information requested in the RFQ. Estimated fees for project phases are set forth in the RFQ. **All SOQs shall be submitted as (i) ten (10) hard copies and (ii) one electronic version in PDF format on CD.**

Proposers' 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 Proposers downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda will be available online within the original bid document as well as a separate file. If you download bids 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. #17-38) has been downloaded.

The City will reject any and all SOQs in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all proposals, or to reject any or all proposals (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
November 10, 2016



SETTI D. WARREN
MAYOR

Crescent Street Housing and Reverend Ford Playground Redevelopment Project

REQUEST FOR OWNER'S PROJECT MANAGEMENT QUALIFICATIONS (RFQ)

1. INTRODUCTION

The City of Newton, Massachusetts, ("City"), 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 8 housing units and the redevelopment of the existing Reverend Ford Playground ("the Park") at 70 Crescent Street in Newton, Massachusetts. The design, construction and redevelopment are referred to herein collectively as the "Project."

The City is requesting the qualifications of an OPM to represent the City during one and perhaps two Project phases. First, the OPM will represent the City for the feasibility study and schematic design phases of the Project. The estimated fee for the feasibility study and schematic design phases shall not exceed \$50,000. Subject to the approval of the Project and further subject to continued funding authorized by the City, the contract between the City and the OPM may be amended to include continued Project Management Services through the Project's design development, construction documents, bid and award, construction administration and final closeout. A potential Project may include 8 units of housing, of which at least 4 units will be affordable, and at most 4 units will be market rate. The Project will also include revitalization and expansion of the Park. The estimated total project costs of an approved potential Project is approximately \$5.3 million. The estimated fee for the continued Project Management Services shall not exceed \$275,000.

2. BACKGROUND

History, Profile and Organizational Structure

The City of Newton was settled in 1639 and incorporated as a City in 1873. The City is located approximately seven miles from downtown Boston, has a population of approximately 88,000 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 vests 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.

Existing Crescent Street Site

70 Crescent Street House

A municipally owned residential property, which most recently housed the City's Parks and Recreation Department. The house is 3,208 square feet, is in very poor condition, and will be demolished as part of the Project.

70 Crescent Street Garage

A municipally owned 4,600 square foot metal butler building that is currently housing the maintenance division of the Parks and Recreation Department. This building will be vacated, and demolished as part of the Project.

Park (Reverend Ford Playground)

The Park consists of little less than an acre of land adjacent to the House and Garage, and is currently serving as a small pocket park, with old play equipment. This equipment will be demolished and replaced, and, along with other amenities and improved access, the Park will be revitalized and expanded.

3. GENERAL INFORMATION

The City through its Designer Selection Committee is currently seeking expressions of interest from individuals and firms for professional services for the following work funded through the City's Public Buildings Department. Proposals from qualified project managers or project management firms should focus on providing project management services associated with the Project. The fee will be negotiated and will be capped at \$50,000 for the first phase of the Project.

The time period within which the Project is to be completed is over the next 24-36 months.

Copies of the Request for Qualifications (RFQ) may be obtained during normal business hours on or after **Thursday, November 10, 2016 at 10:00 am** from:

Purchasing Department
Newton City Hall
1000 Commonwealth Avenue, Room 201
Newton, Massachusetts 02459
Email: purchasing@newtonma.gov
Phone 617.796.1220

All interested parties must submit ten (10) copies of their Statement of Qualifications (SOQ) including disk containing complete information as requested in the Proposal Submission Requirements described

herein by **10:00 am on Thursday, December 8, 2016**. All proposals shall be for the entire work required to complete the Project and the fee shall be negotiated.

1. Respondents may direct written questions regarding the selection process and/or this RFQ no later than **Friday, December 2, 2016 at 12:00 noon** to:

City of Newton Purchasing Department
purchasing@newtonma.gov
617.796.1220

2. The City will make best efforts to give written Responses to the Questions to all individuals or firms requesting a copy of this RFQ by an email Addendum no later than **December 6, 2016**.
3. To receive Addenda or Responses to Questions that may be issued, Respondents are requested to register with City of Newton Purchasing Department at above email address.
4. A Project briefing will be held at:

70 Crescent Street Auburndale, MA 02466 in Newton, MA on November 22, 2016 at 10:00AM

Attendance at the briefing is **NOT** mandatory.

5. This Project is multifaceted and has three distinct Phases:

- Phase 1: Feasibility Study: Site analysis of existing conditions; housing, park and open space programming and design alternatives leading to one preferred option for the entire site, while maximizing open space.
- Phase 2: Schematic Design of the housing units, related site work and the park expansion.
- Phase 3: Final Design: Architectural and landscape architectural design including but not limited to: earthwork and grading, storm water management, asbestos abatement, structural, mechanical and electrical engineering, planting and other park site improvements, services for the demolition of the existing structures, construction of the new housing units.

The range of services for all phases shall include but not be limited to support the City and Designer in the preparation of the feasibility study, schematic design, design development, and construction drawings and documents, bidding and construction supervision.

4. PROJECT DESCRIPTION

The selected Project contractor will demolish the existing structures at 70 Crescent Street, prepare the site, construct 8 units of housing, revitalize and make the Park accessible. This Project will include community input which will ultimately help shape the final outcome.

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

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- Design Review Committee (DRC) – Standing Committee appointed by the City Council and Mayor established to coordinate the design review process for any City facility.
- Planning and Development Department, Development Review Team (DRT) - Prior to construction of 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 reviews, including Site Plan Approval pursuant to sec. 5-58 of the Revised Ordinances of the City.
- Programs and Services Committee of the City Council– For required local reviews.
- Finance Committee of the City Council– For required local reviews.
- 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.
- Parks and Recreation Department (P&R) and the Parks and Recreation Commission – jurisdiction over the Reverend Ford Playground.
- Public Meetings and other City Committees – As may be required for local reviews.
- Other committees and working groups including the Committee on Disabilities, Conservation Commission, IT Department, Department of Public Works, Historical Commission, etc. – As may be required for local reviews.

The OPM will assist the City in identifying other approvals required by the Commonwealth of Massachusetts and coordinate submittal materials with the Designer for such approvals. The OPM shall ensure the project complies with affordable/fair housing regulations. Such approvals may include but are not limited to:

- Massachusetts Environmental Protection Agency (MEPA)
- Massachusetts Department of Housing and Community Development's (DHCD) Local Initiative Program

The OPM will provide all necessary services in order for the City of Newton to comply with the provisions of General Laws Chapter 149, Section 44A ½ which reads as follows:

(a) A public agency, before entering into a contract for design services pursuant to section 38D or section 38K of chapter 7, shall contract for the services of an owner's project manager to serve as the public agency's agent and consultant during the planning, design and implementation of a contract for the construction, reconstruction, installation, demolition, maintenance or repair of any building by the public agency estimated to cost not less than \$1,500,000. The duties of the owner's project manager shall include, but need not be limited to, providing advice and consultation with respect to design, value engineering, scope of the work, cost estimating, general contractor and subcontractor prequalification, pursuant to section 44D1/2 or 44D3/4 when applicable, scheduling, construction and the selection, negotiation with and oversight of a designer and a general contractor for the project, ensuring the preparation of time schedules which shall serve as control standards for monitoring performance of the building project, and assisting in project evaluation including, but not limited to, written evaluations of the performance of the design professional, contractors, and subcontractors. For the purposes of this subsection, the term "owner's project manager" shall mean an individual, corporation, partnership, sole proprietorship, joint stock company, joint venture, or other entity engaged in the practice of providing project management services for the construction and

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supervision of construction of buildings. The owner's project manager shall be a person who is registered by the commonwealth as an architect or professional engineer and who has at least 5 years' experience in the construction and supervision of construction of buildings or a person, if not registered as an architect or professional engineer, who has at least 7 years' experience in the construction and supervision of construction of buildings. The owner's project manager shall be independent of the designer, general contractor or any sub-contractor involved in the building project.

(b) Notwithstanding subsection (a), a public agency may assign an existing employee to serve as the owner's project manager, if that employee meets or exceeds the minimum qualifications as outlined in subsection (a) and has experience in the construction and supervision of construction of buildings of similar size and scope of complexity as the project to which he is assigned.

(c) The public agency shall use a qualifications based selection process to procure the services of an owner's project manager.

The OPM shall ensure that the new housing units take into account all applicable codes, rules and regulations, including but not limited to, the latest Massachusetts State Building Code, including the "Stretch" Energy Code, the rules and regulations of the Architectural Access Board, the Americans with Disabilities Act, as applicable.

This RFQ is for one of a series of projects to be issued by the City. Potential firms are encouraged to submit their qualifications for any or all of the projects. Selection of a firm for one of these projects does not preclude the firm from being considered and selected for another of the upcoming projects.

Other materials

Needs and building conditions assessments and other background documents shall be available for informational purposes and include:

- City of Newton Capital Improvements Program
<http://www.newtonma.gov/gov/executive/cip/default.asp>
- City of Newton City Historic Building Survey by BCA, dated September 2011
<http://www.newtonma.gov/gov/building/>
- Original Construction Drawings (electronic Scans).

Note: For documents not available on the web site, please contact Newton Public Buildings Department to set up a time to review the information at 52 Elliot Street, Newton.

An informational briefing session and facility tour will commence at 70 Crescent Street Auburndale, MA in Newton on November 22, 2016 at 10:00AM. Attendance at the informational briefing session is not mandatory.

Project objectives include:

- Assist in obtaining the Project design team.
- Working with the community to help shape the Project.
- Identifying community, traffic, neighbor concerns that may impact study options;
- Providing a detailed comprehensive Project Schedule that incorporates the City's approval process, to achieve specified start and completion milestones. The Project Schedule anticipates a construction start in Spring 2018 and completion in time for occupancy in Fall 2019.

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- Help investigate the most appropriate design option and phasing plan;
- Support a design that is of high quality, efficient, cost effective, and conforms to Newton Energy Initiative program and the Massachusetts High Performance Building Guidelines and LEED for Municipal Buildings at a minimum, and complies with all applicable regulatory requirements including the Massachusetts Stretch Code which has been adopted by the City.
- Developing and evaluating creative energy efficiency solutions over and above the stretch code 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.
- Redevelop the Park to make it accessible to the surrounding neighborhood, add improvements to include, but not be limited to, new play equipment, walkways, accessible parking, site furniture, fencing and planting.
- Provisioning of EQuest or similar energy modeling services.
- Developing accurate and complete cost estimates, including life cycle cost analysis of operating the housing units as it relates to future operational budgets.
- Permitting and Approvals Assistance - assist the Designer and coordinate with the City 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 a Project Web Site.
- LEED AP Services – assist the Designer and coordinate with the City 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 City.
- Assist the City and Designer with procuring the services of a Hazardous Materials Consultant, Traffic Engineer, Geotechnical Engineering, Commissioning Agent, Surveyor, Urban Landscape Designer and any other consultant or consulting services as may be required for this Project.
- Act on behalf of the City in all matters of program and Project management, designer selection, design review, construction manager or contractor procurement, construction phase and Project closeout services.
- The OPM will coordinate with staff from the Planning and Development Department to ensure that the units are eligible for the City's Subsidized Housing Inventory through the Massachusetts Department of Housing and Community Development's (DHCD) Local Initiative Program. A Local Action Unit application will be submitted in advance of Project construction and an Affirmative Marketing Plan will be created and implemented as part of the lease-up process for the affordable units.

If the City decides to proceed with the Project beyond the initial, or Schematic Design Phase, has selected the project delivery method, and has invited the OPM to continue through Project completion, the Contract between the City and the OPM will be amended accordingly. The total maximum duration of such Contract is estimated as follows. The City's target date for construction completion and occupancy is January 2020.

Feasibility Study/Schematic Design Phase/Site Plan Approval:	8 months
Design Development/Construction Documents/Bidding Phase:	8 months
Construction Phase:	15-18 months

The anticipated initial Contract period will be from February of 2017 through the completion of the Feasibility Study/Schematic Design and Site Plan approval Phases. The City reserves the right to terminate the services provided by the selected firm/individual at the end of this phase and re-solicit OPM services or to continue with the selected respondent beyond this phase in accordance with the Contract for Project Management Services at **Attachment A** below.

5. MINIMUM REQUIREMENTS AND EVALUATION CRITERIA

(a) 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 SOQ that fails to include such certification in its response, demonstrating that these criteria have been met, will be rejected without further consideration.

The SOQ must include a completed Owner's Project Manager Application in the form attached hereto as **Attachment B**.

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 housing projects.

(b) 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 of housing units and public parks/urban landscapes in New England. The City will evaluate SOQs based on documented criteria provided by the Respondent 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, projects across New England, as evidenced by:
 - a. Documented performance on previous projects as set forth in the attached Qualifications and References Form, 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. A statement of management philosophy of working relationships with designers, contractors, City, and local officials.
 - c. Experience with landscape design, park design and installation

B. Knowledge of Codes, Procurement and Sustainability

1. Provide examples of and demonstrate the Respondent's 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.
3. Thorough knowledge and experience with M.G.L. c. 149A CM-at-Risk and M.G.L. c.149 procurement methodology.
4. Familiarity with Massachusetts High Performance Building Guidelines and USGBC LEED for Municipal Buildings. Demonstrated experience working on high performance green buildings (for example; 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), green building rating system used life cycle cost analysis and recommendations to City about building materials, finishes etc., ability to assist in grant applications for funding and track City documentation for chosen Energy Program 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 City.
6. Knowledge of the purpose and practices of the services of Building Commissioning Consultants.
7. Knowledge of utility incentive programs for new construction.

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.
2. Explain the roles of your key project team members throughout the project phases, their prior experience working together and their experience on similar recent projects. Discuss how your staff will collaborate with the City, the Designer's Project Manager, and the Construction Manager.
3. Discuss your initial assessment of the Crescent Street Project, design/site issues and challenges, including site and program analysis.
4. Explain how the environmental sustainability principals and goals adopted by the City will influence this project.
5. Review your experience working with the M.G.L. c. 149A CM-at-Risk and/or M.G.L. c.149 delivery methods on similar public projects, and review the relative merits of both.
6. Review your experience working on both affordable and market rate housing projects.
7. Review your experience designing/building/installing parks and/or playgrounds.
8. Review your experience in involving public and gathering community input.

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, energy efficiency and sustainability, constructability review, quality control and safety). Identify any services to be provided by Sub-consultants.
2. Provide references as set forth in the attached Qualifications and References Form from Cities, 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 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, **Attachment A**.
5. Quality of work and level of performance. The City 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 City will base its initial ranking of Respondents on the above five Evaluation Criteria. The City will establish this final ranking of the short-listed Respondents after conducting interviews and reference checks.

Based upon the responses to the above Evaluation Criteria, the City will rank the Respondents in each of the above categories, and will weigh 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. <u>Firm Qualifications/Capacity</u> :	15%
Total:	100%

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

This RFQ, any addenda issued by the City, and the selected Respondent’s SOQ will become part of the executed contract. The key personnel that the Respondent identifies in its SOQ 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 City.

The selected Respondent(s) will be required to execute a Contract for Project Management Services with the City in the form that is attached hereto as **Attachment A** and incorporated by reference herein. Prior to execution of the Contract for Project Management Services with the City, the selected Respondent will

be required to submit to the City 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 City and the selected Respondent. The initial fee structure will be negotiated through 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.

6. SELECTION PROCESS AND SELECTION SCHEDULE

Process:

1. The City will perform a review of all responses as follows:
 - a. The City will be responsible for reviewing each Respondent's SOQ 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.
 - b. The City will review the Respondents' applications and check references.
2. The City will score each SOQ that has met the minimum criteria based on the weighted evaluation criteria identified in Section 5(b) of the RFQ.
3. Based on the initial scores the City will rank the Respondents and short-list a minimum of three (3) Respondents.
4. The City will schedule interviews with the short-listed Respondents. Each short-listed Respondent will be given an opportunity to make a brief presentation on its experience and capabilities to successfully provide the required project management services. City staff will have an opportunity to discuss the responses and ask questions.
5. Following the interviews, the City staff will develop final rankings based, in part on, the weighted Evaluation Criteria in the RFQ and on additional information obtained during the interviews.
6. The City staff will transmit a list of ranked finalists to the Mayor. The submitted list shall be accompanied by a written explanation.
7. The City will commence fee negotiations with the first-ranked Respondent.
8. If the City is unable to negotiate a contract with the first-ranked selection, the City will then commence negotiations with its second-ranked selection and so on, until a contract is successfully negotiated and approved by the City. 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 City 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 City's discretion.

<u>November 6, 2016</u>	RFQ advertised in the Boston Globe.
<u>November 9, 2016</u>	RFQ advertised in the Central Register of the Commonwealth of Massachusetts
<u>November 10, 2016</u>	Request For Qualifications issued
<u>November 22, 2016</u>	Non-mandatory informational meeting and facility tour
<u>December 2, 2016</u>	Last day for questions from Respondents (12 noon)
<u>December 6, 2016</u>	Responses to the Questions sent to Respondents
<u>December 8, 2016</u>	SOQs due

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<u>January 6, 2017</u>	Respondents short-listed
<u>January 24, 2017</u>	Interview short-listed Respondents
<u>January 31, 2017</u>	Start negotiation with selected Respondent
<u>February 2017</u>	Execute contract

Requests for Qualifications may be obtained on **November 10, 2016 after 10:00 a.m.** from:

Purchasing Department
Newton City Hall
1000 Commonwealth Avenue, Room 201
Newton, Massachusetts 02459
Email: purchasing@newtonma.gov
Phone 617.796.1220

Any questions concerning this RFQ must be submitted in writing to the Purchasing Department, as indicated above, by **12:00 noon on December 2, 2016.**

Statements of Qualifications for City Project Manager Services must be clearly labeled "City's Project Management Services for the Crescent Street Housing and Park Redevelopment Project" and delivered to the City Purchasing Department at the address above no later than **10:00 AM on Thursday, December 8, 2016.** The sealed SOQs must include ten (10) hard copies and a CD of the SOQ.

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

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

7. REQUIREMENTS FOR CONTENT OF STATEMENTS OF QUALIFICATIONS

Submit ten (10) hard copies of the SOQ and one electronic version in PDF format on CD. All SOQs 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 RFQ. 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 5(a) of this RFQ to include identification of registration, number of years of experience and where obtained (as supported by the resumes of the Project Team), 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 SOQ 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 point" for all text.
- Respondents may supplement its SOQ 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.7C, §51(d)(i) through (iv).

8. PAYMENT SCHEDULE AND FEE EXPLANATION

The City 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 City's Project Manager fee.

9. 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 City 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 City and its beneficiaries.

C. Communications with the City

The City's Purchasing Department:

Purchasing Department
Newton City Hall, Room 201

1000 Commonwealth Avenue
Newton, Massachusetts 02459
Phone 617.796.1220
Email: purchasing@newtonma.gov
Fax 617.796.1227

Respondents that intend to submit a response are prohibited from contacting any of the City's staff other than the City Purchasing Department. An exception to this rule applies to Respondents that currently do business with the City, but any contact made with persons other than the Purchasing Department 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 City's consultants, legal counsel or other advisors. ***FAILURE TO OBSERVE THIS RULE MAY BE GROUNDS FOR DISQUALIFICATION.***

D. Costs

The City 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 its response prior to the deadline. No withdrawals or re-submissions will be allowed after the deadline.

F. Rejection of Responses, Modification of SOQ

The City reserves the right to reject any and all responses if the City determines, within its own discretion, that it is in the City's best interests to do so. This RFQ does not commit the City to select any Respondent, award any contract, pay any costs in preparing a response, or procure a contract for any services. The City 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 its SOQ 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 SOQs must be valid in all respects for a minimum period of ninety (90) days after the submission deadline.

CITY OF NEWTON

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: _____

RFQ for Owner's Project Manager
Crescent Street Housing and Park Redevelopment Project

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

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

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

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

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

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

ATTACHMENTS:	PAGE:
Attachment A: Base Contract for City's Project Management Services;	I
Attachment B: OPM Application Form - May 2008	II
Attachment C: Required Certifications	III
Attachment D Certificate of Authority – Business Corporations	IV
Attachment E Satisfaction of State Tax Requirements – Attest Form	V
Attachment F: City of Newton Ordinances Design Review Committee Ordinance & Sec. 5-58	VII

ATTACHMENT A

CONTRACT FOR PROJECT MANAGEMENT SERVICES

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" to provide Project Management service required to complete the Basic and Extra Services described herein for the Crescent Street Housing & Reverend Ford Playground Rehabilitation Project, "The Crescent Street Housing Project".

The Owner's Project Manager is authorized to perform the services required by this Contract through the Feasibility Study Phase and, pending receipt of written Approval to proceed from the Owner, through Schematic Design Phase. 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 for the Feasibility Study and Schematic Design Phase, the Owner's Project Manager 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 have caused this Contract to be executed by their respective authorized officers.

OWNER:
CITY OF NEWTON

OWNER'S PROJECT MANAGER:

(print name)

(print name)

(print title)
title

(print

By _____

By _____

Date _____

Date _____

Joshua Morse, Public Buildings

Commissioner

Approved as to Legal Form and Character

Associate City Solicitor^o

I hereby certify that funds are available for this contract in the amount of _____ in account no.

Comptroller^o

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ATTACHMENT A: PAYMENT SCHEDULE

ATTACHMENT B: KEY PERSONNEL

ARTICLE 1: DEFINITIONS

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- The City of Newton or its authorized representative.

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 –.

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 Crescent Street Housing Project.

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 exceed 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 the services required under this Contract.
- 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 Feasibility Study/Schematic Design Phase and continue to update it as specified for the duration of the Project. 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 committee meetings, attend meetings with other representatives of the Owner, municipal administration 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 Feasibility Study/Schematic Design Phase 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 (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.

8.1.4 INTENTIONALLY LEFT BLANK

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 Feasibility Study and Schematic Design Phase

8.2.1 Designer Selection

The Owner's Project Manager shall coordinate the designer selection process for the Owner in accordance with the City'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.

8.2.2 Feasibility and 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 the completion of grant applications for funding for the study of green design strategies and assist by 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.

ARTTICLE 14: INDEMNIFICATTON 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.
- 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 Construction Grant Preparation 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 Feasibility Study/Schematic Design Phase and the Contract is not amended to authorize the Owner's Project Manager to perform services for subsequent design phases, Construction Phases and/or Completion Phase; or the Owner otherwise elects not to proceed with the Project beyond the Feasibility Study/Schematic Design Phase, either because the Owner lacks sufficient funding for the Project or because the Authority's Board of Commissioners does not approve the Project to proceed beyond the Feasibility Study/Schematic Design 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 its 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 Owner's 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 the 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.

ATTACHMENT A PAYMENT SCHEDULE

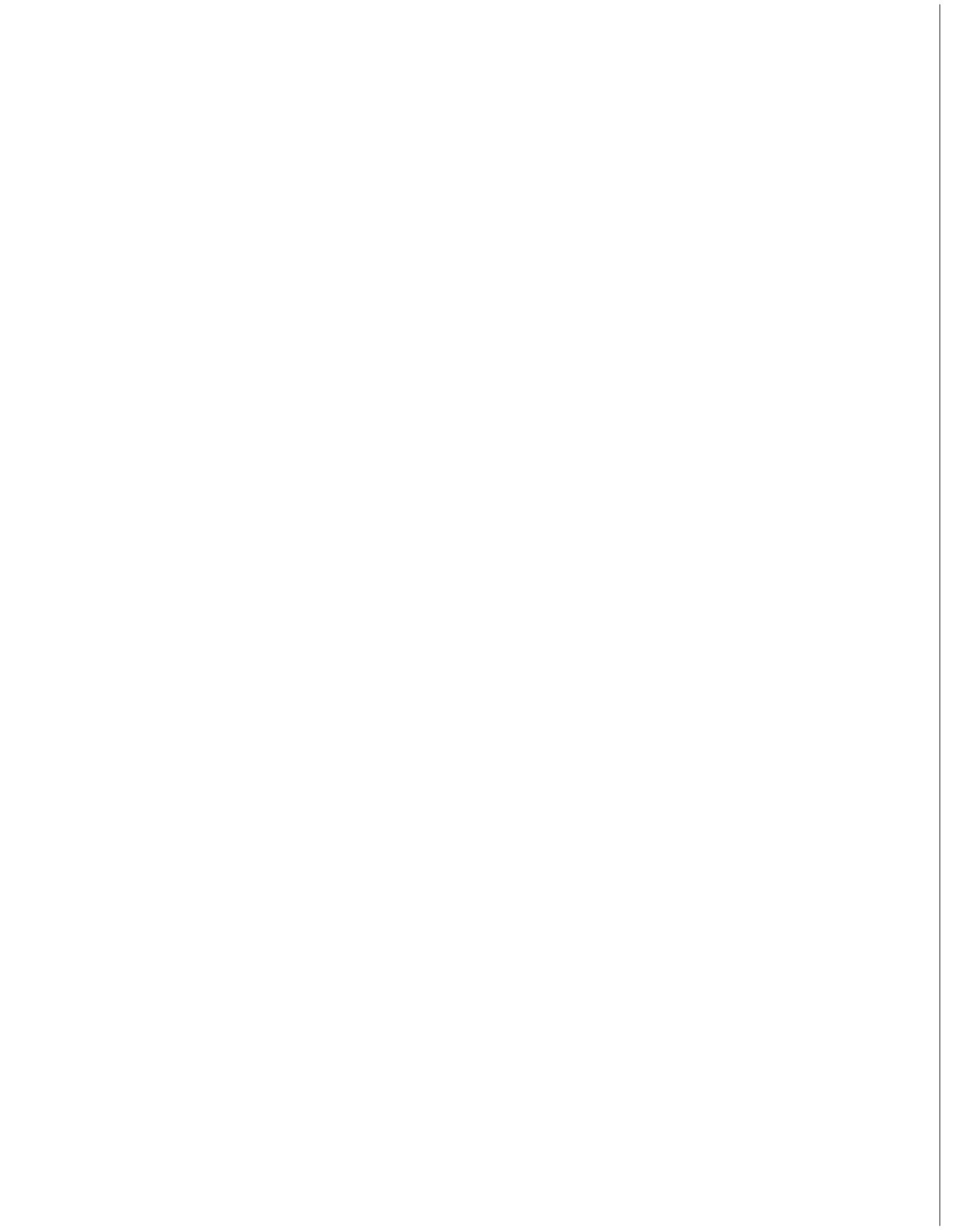
In consideration of Owner's Project Manager's delivery of Basic Services, the Owner shall pay the Owner's Project Manager on an hourly basis, up to a total fee that shall not exceed *[\$insert total fee amount]*. The *[\$insert total fee amount]* fee is a cap for Basic Services related to this Contract, and the actual amount paid by the Owner for Basic Services required during the duration of this Contract may be an amount less than *[\$insert total fee amount]*. The Owner's Project Manager shall invoice the Owner based on hours worked pursuant to this Contract, according to the hourly rates below and the schedule set forth below. During the course of this Contract, the rates in effect shall not be increased above those delineated in the following table:

Hourly Rate Schedule

Rate/Hr.

The Owner's Project Manager shall perform the Services in accordance with the following Schedule:

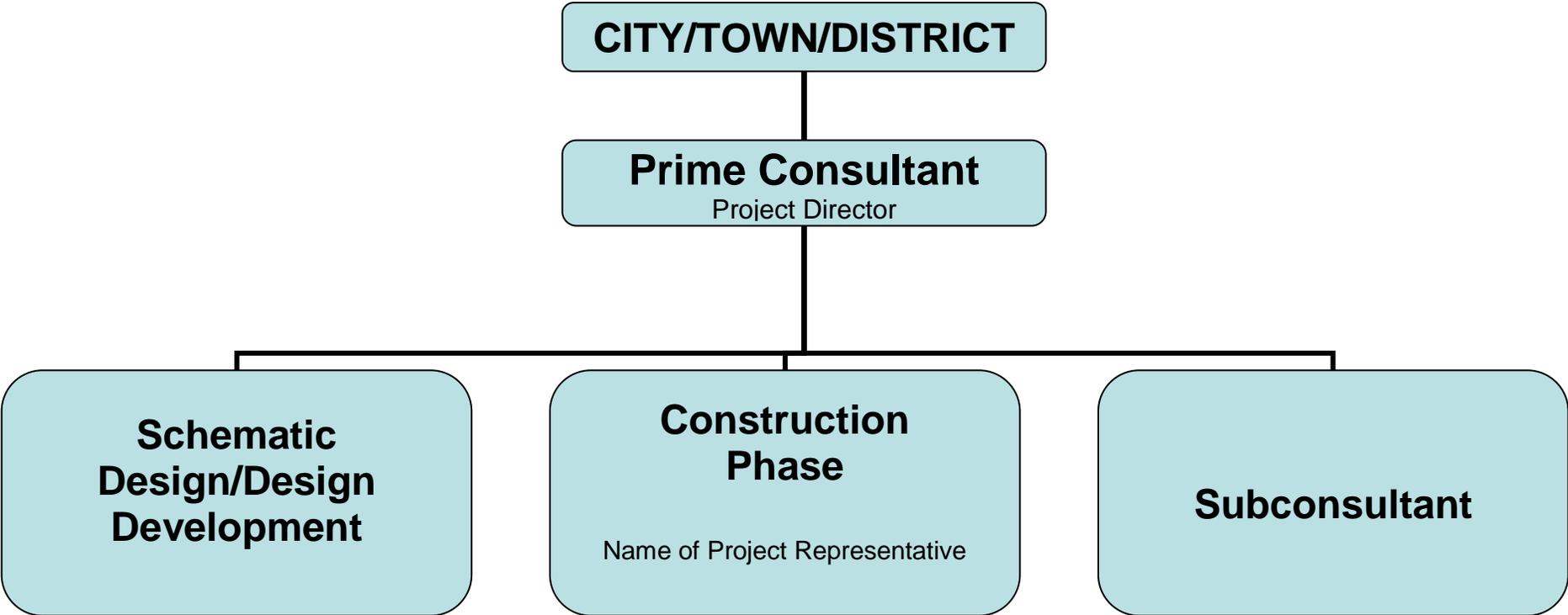
<u>Project Phase/Item of Work</u>	<u>Not-to-Exceed Fee</u>	<u>Completion Date</u>
Construction Grant Preparation Phase		
If Needed: Grant Review and Resubmission Phase		
Design Development/Construction Document/Bidding Phase		
Construction Phase/Final		
Completion Extra		
Services (Identify by Category)		
Reimbursable Services (Identify by Category)		
<u>Independent Cost Estimates</u>		
Task 8.4.2-One Estimate	\$X/per estimate	



ATTACHMENT B

Owner's Project Manager Application Form - May 2008			
1. Project Name/Location for Which Firm is Filing:			
1a. MSBA 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:



RFS for Owner's Project Manager
 Cabot 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 MCCPO Certification:	f. Date of MCCPO Certification:
g. Applicable Registrations and Certifications :	g. Applicable Registrations and Certifications:
h. Current Work Assignments And Availability For This Project:	h. Current Work Assignments And Availability For This Project
i. Other Experience And Qualification Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	i. Other Experience And Qualification Relevant To The Proposed Project: (Identify Firm By Which Employed , If Not Current Firm):

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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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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 Subconsultants. 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.								

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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 Subconsultants. 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 _____ Printed Name And Title _____ Date _____
(Signature)

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ATTACHMENT C

Required Certifications

Please attach proof of certifications including but not limited to:

- MCPPO Certification
- Proof of registration by the Commonwealth of Massachusetts as an architect or professional engineer (if applicable)
 - List of all claims, including insurance claims and claims in litigation or adjudicatory process or settled, brought by or against the firm/individual in the past three (3) years, including for each the reason for the claim, name(s) of claimant(s) and outcomes.
- Demonstrated ability to secure general liability insurance, worker's compensation, and automobile insurance for all proposed staff that will be involved in the project.
- Any other certifications that may be relevant

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

ATTACHMENT D

CERTIFICATE OF AUTHORITY - BUSINESS CORPORATIONS

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

A TRUE COPY

ATTEST (clerk or secretary)

Place of Business

I hereby certify that I am the clerk/secretary of _____
(name of corporation)
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 signature to
this contract.

Clerk or Secretary (Corporate Seal)

ATTACHMENT E

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual (Mandatory)

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

Print Name: _____

Date: _____

OR

Company Name
(Corporation, Partnership, LLC, etc.)

By: _____
**Corporate Officer (Mandatory)

Print Name: _____

Date: _____

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

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

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committee as is necessary for the exercise of the committee's responsibilities. Records of the committee shall be public documents. The committee shall make reports no less than annually to the respective appointing authorities. (Rev. Ords. 1973, § 2-348; Ord. No. 190, 12-20-76; Ord. No. 317, 2-20-79; Ord. No. S-301, 2-1-88)

Secs. 5-38—5-53. Reserved.

ARTICLE IV. DESIGN REVIEW COMMITTEE

Sec. 5-54. Established.

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

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

as described in said contract, complies with the program requirements for the proposed public facility.

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

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

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

(a) Voting membership. The design review committee shall consist of twelve (12) permanent voting members, four (4) appointed by the mayor, four (4) selected by the board of aldermen, and four (4) selected by the school committee. There shall be two (2) additional voting members for each facility under design review, who are community representatives who shall represent the interests of the community in which the proposed facility is to be located, and who reside in the immediate area of the facility. One community representative shall be appointed by the mayor and one shall be selected by the board of aldermen. In the event that more than one facility shall comprise a project, and where the

board of aldermen determines that the resulting number of community representatives for said project is unreasonably large, it may reduce the total number of community representatives required to not fewer than two. (Ord. No. R-142, 4-21-81)

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

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

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

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

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

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

(d) To the extent that citizens make themselves

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

(e) Whenever a vacancy in voting membership occurs, the appointing authority shall make inquiry of the public buildings commissioner and the chairman of the design review committee as to whether an appointee with particular professional qualifications is required, and after written response, the appointment shall be made so that the membership of the design review committee will be professionally balanced and will comply with the requirements and the intent of this section. Community representatives shall be appointed without regard for professional qualifications.

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

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

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

Sec. 5-57. Other provisions.

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

8-12-74)

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

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

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

- (1) The executive department shall include in the architect's contract the requirement for preparation and submission of site plans suitable for review and approval in accordance with the procedure outlined in section 30-23 of these Revised Ordinances.
- (2) The department of planning and development shall maintain cognizance over the development of specifications, conceptual designs and site plans to determine the consistency and compatibility of such designs and plans with the city's comprehensive plan and other pertinent planning and analytical studies. The director of planning and development shall make written notification of this finding to the mayor, to the clerk of the board of aldermen, to the design review committee, and (in the case of school buildings) to the secretary of the school committee.
- (3) The design review committee shall consider the project plans, designs, and specifications

not only in terms of the details of layout and construction of the building or facility, but also in terms of the site and its surrounding area. Consultations shall be made with such city departments and neighborhood groups as are considered necessary and appropriate.

- (4) Upon its approval of the initial design concept and prior to recommending that the project proceed to the detailed design phase and to the preparation of construction drawings, the design review committee shall file with the clerk of the board of aldermen its approved site plan including building floor plans and architectural schematics, along with a formal petition for site plan approval in accordance with the procedure outlined in section 30-23 of these Revised Ordinances. The design review committee shall not be required to pay a filing fee for purposes of this section.
- (5) At the earliest opportunity, the board of aldermen shall for the purposes of this section assign that petition for public hearing before its committee dealing with matters of public buildings and this committee shall hold a public hearing. Due notice of such public hearing shall be given to the abutters of the proposed building or facility and to the abutters of such abutters. The committee shall deliberate and negotiate such changes to the site plan and affix such restrictions and conditions as are in the public interest, and it shall make its report to the board of aldermen within forty-five (45) days following the public hearing.
- (6) The site plan, including building floor plans and architectural schematics, as formally approved by the board of aldermen and the mayor (and in the case of school buildings, by the school committee) shall become part of the final set of project plans and construction drawings, and they shall not be changed or altered in any manner without first being resubmitted to the design review committee and to the board of aldermen in accordance with steps (3), (4) and (5) above. The board of aldermen may waive a public hearing on a previously approved site plan if

in its judgment the changes proposed are not of sufficient scope as to warrant a public hearing.

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

(c) The executive department shall not formally submit a project applicable under this section to

competitive construction bid unless the requirements of (a)(1) through (a)(6) have been satisfied.

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