Issued: October 25, 2024

Issued by: Giovanny Valencia, Brookline CDC

Contact: gio@brooklinecdc.com

Proposals Due: November 15, 2024

PROCESS AND PROJECT SUMMARY:

A. Brookline Community Development Corporation (Brookline CDC) invites firms and organizations ("Respondents") to submit Project Management Proposals ("Proposals") in accordance with this Request for Proposal ("RFP"). Brookline CDC seeks an experienced project manager to oversee preservation and renovations of Brookline CDC's property at 154-156 Boylston Street. Assists with the preparation, review and administration of proposals relating to projects. Prepares bids and negotiating specifications for materials, equipment, provides information about energy rebates, human capital or other construction services.

B. Reviews and Evaluation

   a. Responses to this request will be evaluated to determine the qualifications of Respondents and the quality of reach proposal. Proposals will not be evaluated unless all parts requested are submitted in a complete package. Proposals must adhere to the format and content of this RFP. The BROOKLINE CDC reserves the right, in its sole discretion, to allow minor additions and substitutions to the format and content requested under this RFP.

   b. The successful Respondent shall be invited to enter into a Professional Services Contract ("Contract") based on the specifications outlined in this RFP.

   c. Respondents are encouraged to register their interest in the RFP via email to Giovanny Valencia. Requests for clarifications or questions concerning the RFP may be submitted via email to Giovanny Valencia **by 4:00 pm, on November 15, 2024.** Questions submitted after that time may not be addressed.

   d. Any addenda will be emailed to the registered contacts on file, and to those who have asked questions. Addenda will also be posted on the BROOKLINE CDC's website.

C. Project Overview:

   a. BROOKLINE CDC completed a capital needs assessment for 154-156 Boylston Street in the fall of 2021. As described above, the report identifies some needed repairs. The repairs that form the basis for this RFP include, at a minimum:

   1. Boylston Street:

Phase I:

Thermal Moisture Protection

Doors and Windows

Electrical and Fire

Phase II:

Kitchen upgrades

Decarbonization

D. **Expected Key Activities**

1. **Key Activities**

ii. During pre-construction, help the development team spot the unique challenges of their projects and can pull proposals and bids from a targeted group of design firms most suited to the project.

iii. Negotiating architectural contracts, to ensure that the correct responsibilities land with the correct entity, allowing both Architect and Owner to get back to the design work.

iv. Help the team maintain the design schedule. Managing a creative process within the practical constraints of schedule and budget is an art form, and Principal.

v. Provide design reviews / peer reviews as a standalone service. Review Schematic and Design Development stage drawings. Enumerate any major deficiencies, produce a formal report, review it with the design team, and offer suggestions for any issues that arise.

vi. During the bidding and negotiation phase of a project, develop bid packages containing instructions to bidders, add alternates, allowances, unit prices, and project specific bid forms. During the bid process, monitor questions from the bidders and provide guidance on any required addenda. Run the analysis, conduct post-bid interviews, check references, and provide an award recommendation.

vii. Support and review the construction contract.

viii. During construction, the Owner's Project Manager attends all Owner / Architect / Contractor (OAC) meetings and represents the Owner.

ix. Show a client that the pricing is fair, negotiate a better price, or equip the Owner with the tools they need to keep construction moving in the absence of an agreement.

x. Helps hire numerous consultants outside of the architect and general contractor. These consults include geotechnical engineers, civil engineers, testing and inspection agencies, PHIUS rater/verifiers, security and low voltage vendor, commissioning agents, and/or a photovoltaic subcontractor. Consultant competitively procures these vendors, negotiate their contracts, and coordinate their activities within the construction schedule.

xi. Consultant provides monthly reports that include summaries of critical issues the team is dealing with, contingency forecasts, and schedule forecasts.

BROOKLINE IMPROVEMENT COALITION

REQUEST FOR PROPOSALS FOR CONSTRUCTION PROJECT MANAGER

TO OVERSEE PRESERVATION AT IT'S PROPERTIES

1. CONTEXT

Brookline CDC acquired the 154-156 Boylston Street property in 2004. There is one walk-up building (two entries) with 2 two-bedroom units and 4 three-bedroom units for a total of six units. The wood-framed, flat-roof, vinyl-clad, three-story building was originally constructed circa 1890 and features two adjacent halves with separate front and rear common entrances, separate front and rear common stairwells, and a mix of two-bedroom and three-bedroom, floor-through apartment units. Amenities include basement-level common-use laundry facilities and a common-use brick-paver patio and raised back yard.

BOYLSTON STREET SITE NEED REPAIRS:

Near-term needs include various site system refurbishments, replacements, and upgrades (concrete walkways, steps, pavers, retaining walls, fencing, and landscaping); age and EUL-based boiler, water heater, and sectional distribution piping replacements; exterior building envelope repairs, painting, and component replacement needs (chimney, siding, windows, egress doors, roof coverings, skylights, gutters, and downspouts,); interior common-stairwell painting, refinishing, and flooring replacements; and ongoing cyclical dwelling unit refurbishment needs completed at unit turnover (flooring, fixtures, cabinetry, and appliances).

Site systems: The 154-156 Boylston Street property is located on mildly sloped parcel of land situated directly adjacent to the town-owned and maintained sidewalk along Boylston Street. The site features an older, ageing, brick-masonry and bluestone-capped landscaping wall(situated between the front entrance porch and the municipal sidewalk); a mix of chain-link and painted wood-stockade fencing; and concrete steps and walkways installed along the east and west sides of the building.

The dwelling units are heated by individual, basement-level, Burnham, natural gas-fired, mid-efficiency, atmospheric, low-pressure, hot water boilers that were installed between 2000 and 2002 (five 62-MBH boilers and one 96-MBH boiler). Each boiler is equipped with a small, Taco 1/25-hp, in-line, cartridge-style circulator and various boiler-mounted pressure gauges and controls. Domestic hot water (DHW) for the dwelling units is produced by individual, basement-level, Rheem, 40-gallon, 40-MBH, natural gas-fired, automatic storage water heaters that were installed between 2012 and 2017. A separate, dedicated, American, 40-gallon 40-MBH, natural gas-fired, automatic storage water heater (installed in 2011) is located in the 154-basement but provides domestic hot water for the common-use washing machines in both basements.

Building Mechanical and Electrical Systems
Major building systems include the distribution piping for the heating water, domestic hot and cold water, sanitary wastewater, and natural gas; the basement-level common-use laundry machines; the electrical distribution, disconnect, and metering equipment; and a digital/programmable, telephone-based, entry/intercom panel installed at the front entrance porch.

Building Architectural Systems

The 154-156 Boylston Street property consists of a single wood-framed, flat-roof, three-floor, residential apartment building constructed on a mix of mortared-rubble and brick-masonry, basement foundations walls. The building is divided into two identical halves with separate basements; separate front and rear entrances; and separate front and rear common stairwells. The two front entrances feature historic-style, double-leaf, painted wood and glass entry doors with interior finished-wood vestibule doors. The rear stair-tower features insulated, metal-clad, patio-level, entry/egress doors and similar rooftop-level, roof-access doors. The exterior walls are clad in a mix of Dutch-lap profile vinyl-siding; painted clapboard siding at the front entrance porch; and painted wood shingles and trim at the front-elevation, bay-window stacks. The dwelling units and the rear stair-tower feature vinyl-framed, double-glazed, double-hung windows of varying sizes; the basement features vinyl-framed, double-glazed, hopper-style windows. The wood-framed, front-entrance porch was constructed in 2005 and features composite-material decking; vinyl balusters and railings; and a beadboard-style vinyl ceiling. The flat (very low-sloped) roof surfaces feature single-ply, EPDM rubber membrane roof coverings with aluminum gutters and downspouts. A deck-mounted, Velux-style, fixed-panel skylight is installed over each front stairwell.

Interior common spaces are limed to the front entrance vestibules and the front and rear stairwells. The front stairwells and vestibules feature finished wood-wainscot lower-walls; painted-plaster upper-walls and ceilings; finished hardwood treads, risers, landings, balusters, and railings; and raised-rubber stair-tread covers. The rear stairwells feature painted wood-wainscot lower walls; painted-plaster upper walls and ceilings; painted-wood treads, risers, balusters, and railings; raised-rubber stair-tread covers; and older, ageing, vinyl composition tile (VCT) flooring at each landing.

PROJECT OVERVIEW:

BROOKLINE CDC completed a capital needs assessment for 154-156 Boylston in the fall of 2021. As described above, the report identifies some needed repairs. The repairs that form the basis for this RFP include, at a minimum:

Boylston Street:

Phase I:
Thermal moisture protection
Windows, doors
Electrical

Boylston Phase II

1. Decarbonization - Switching all fossil fuel-sourced mechanical systems and appliances to high efficiency equipment powered by electricity. This will include any gas furnaces, hot water heaters, laundry, and cooking appliances.
2. Reducing energy consumption by improving building energy efficiency with targeted insulation and air sealing to meet or exceed current energy codes. Energy management systems and smart-building control technologies can also optimize energy use to reduce emissions.
3. Incorporating on-site renewable energy sources and storage when appropriate.
4. Make kitchen and bath upgrades.

5. Decarbonization - Switching all fossil fuel-sourced mechanical systems and appliances to high efficiency equipment powered by electricity. This will include any gas furnaces, hot water heaters, laundry, and cooking appliances.
6. Reducing energy consumption by improving building energy efficiency with targeted insulation and air sealing to meet or exceed current energy codes. Energy management systems and smart-building control technologies can also optimize energy use to reduce emissions.
7. Incorporating on-site renewable energy sources and storage when appropriate.

2. SUBMISSION OF PROPOSALS

In order to be considered for the Contract, respondents must submit all information requested in the RFP. **All components of all proposals must be received by BROOKLINE CDC by 4:00 pm, on November 15, 2024.**

Proposals shall be emailed to Giovanny Valencia at gio@brooklinecdc.com. Responses will be opened and evaluated by BROOKLINE CDC staff. Until the time of opening of proposals by BROOKLINE CDC staff, proposals will be confidential and shall not be disclosed publicly. Once opened, responses may be disclosed to the extent required by applicable public records laws.

BROOKLINE CDC has the sole discretion to: (a) reject any and all proposals, and (b) negotiate the modification of any and all proposals with any respondent in whatever manner it deems is in the best interest of BROOKLINE CDC and the projects. There is no guarantee, either expressed or implied, that an award of a contract will be made to any Respondent.

3. CONTRACTOR INFORMATION

The BROOKLINE CDC may request additional information, samples, or presentations in support of proposals. Additionally, BROOKLINE CDC may perform an interview with respondents under consideration to clarify information provided in proposals, or to gather more evidence of managerial, financial, and technical abilities.

4. DURATION OF AGREEMENT

The contract shall have two phases. The term of Phase I of the proposed contract ("Phase I") between the Contractor and BROOKLINE CDC shall be initiated in October 2024 for a period of six (6) months.

The term of Phase II of the proposed contract ("Phase II") shall be initiated at the start of issuing RFPs for contractors and then construction for a period of up to six (6) months.

Termination by either party shall be by written notification with at least thirty (30) days' notice.

5. SCOPE OF WORK (PROPERTY MANAGEMENT SERVICES)

a. The Contractor will provide construction project management services for 154-156 Boylston Street, Brookline.
b. This RFP covers the conceptual, financing, and construction phase of the project, each with a unique scope of work. The final scope and timeline will be negotiated by the consultant and the BROOKLINE CDC.

c. The proposed Agreement (or Agreements) anticipated by this RFP comprehensively covers services that can be defined as construction management. The services may include, but are not limited to, some or all of the following services:
   - Design services
   - Cost estimates (hard and soft costs)
   - Value engineering
   - Review of building systems
   - Formal constructability review
   - Consideration of life cycle costs -13- Bidding / D-B RFQP assistance
   - Stimulate bid / proposal interest.
   - Pre-qualify / Qualify, bids/ proposals including evaluation of bonds, insurance coverage and financial capability.
   - Clarify scope of each trade.
   - Assistance with possible pre-purchase of long lead materials.
   - Assist in the conduct of pre-bid / pre-proposal and pre-construction meetings. Construction and inspection services.
   - Coordinate with the property managers.
   - Work with Owner, Architect, and Contractors / Design-Build-Entity to clearly define roles and responsibilities during construction and develop a construction management plan.
   - Coordinate the work of the Contractor / Design-Build-Entity without interfering in the progress of the project and make them a part of the project team.
   - Chair and conduct meetings with Owner, Architect, and Contractor / Design Build-Entity and produce minutes from each meeting. Assure that the project is on schedule and if not, develop recovery plans with Contractor / Design Build-Entity.
   - Establish notification procedures for any shutdowns of utilities for the progress of the work.
   - Prepare contract bids.
   - Coordinate the testing and inspection of the project and review test reports and make recommendations as necessary.
   - Coordinate the activities of the multiple contracts between projects to assure that they are not interfering with each other.
   - Produce monthly cost reports to monitor the current and project final costs of the project. Prepare cash flow projections as needed.
   - Provide administrative assistance to manage the filing systems, meeting minutes and the office.
   - Develop and maintain correspondence logs.
   - Review and make recommendations on change order requests from the contractors. In particular determine if the requests are legitimate.
   - Review any Owner or design team document changes and prepare cost estimates for each.
   - Maintain a change order log reflecting the status of each change order and the total cost of changes.
   - Develop and maintain submittal and shop drawing logs. Review both as they are received before transmittal to the design teams to assure that they are complete and accurate.
   - Develop and maintain a Request for Information (RFI) logs. Coordinate and track responses with the design teams.
   - Produce weekly management report summary defining the progress of the work including change orders, RFI's, submittals, schedule and potential claims. Produce a more detailed monthly report of the same items.

- Review the monthly payment requests for completeness and accuracy including proper payroll documentation and lien releases are in order and -14- make recommendation for payment to Owner.
- Monitor the construction schedule provided by the Contractor/ Design-Build Entity.
- Provide progress photos and video taping of the project on a regular basis.
- Review any potential claims. If any are received, review them and make recommendations.
- Field inspection to evaluate work in progress to confirm that it conforms to the contract documents. BROOKLINE CDC seeks generalist inspection skills related to building systems such as mechanical, electrical, plumbing and telecommunications. BROOKLINE CDC may also want the Construction Manager to satisfy the inspection requirements for essential service facility rating of the buildings.
- Schedule inspections for BROOKLINE CDC and special inspections.
- Work with all local and government agencies to keep them informed of the progress of the project. Meet with them as required.
- Monitor the Contractors' / Design-Build-Entity safety program.
- Prepare in conjunction with the design team and Owner all punch-lists. Monitor the completion of the punch-lists by the Contractor / Design-Build Entity.
- Coordinate and receive all close-out items including as-built drawings, operation and maintenance manuals, and warranties as required.
- Assist with resolving all contract issues, warranties, bonds, etc. at closeout of project.
- Prepare a final close out report with recommendation as to final payment, notice of completion, and file system for retrieval of closeout documentation.
- The capability of firms submitting proposals shall include construction management services that cover the full spectrum ("cradle-to-cradle") of a project.

6. **CONSULTANT EXPERIENCE**:

A. The selected consultant(s) will become an integral member of BROOKLINE CDC'S Asset Management Team. The consultant(s) final selection is pending BROOKLINE CDC's Board of Director approval of negotiated service agreements.
B. Proposals will be considered only from consultants who can demonstrate the following minimum qualifications:
    a. Consulting firm has demonstrated experience as well as in-house resources necessary to effectively provide the required services. The firm's personnel assigned to projects shall have experience in construction management with design-build specific to the types of facilities listed in the RFP within the last five years in the Commonwealth of Massachusetts.
    b. Proposal shall indicate their personnel's name, title, and responsibility along with resumes listing the following project specifics:
        1. Title of project
        2. Type of facility
        3. Name of the entity
        4. Location
        5. Brief description of the project
        6. Value
        7. Competition or project completion date
        8. Client's names and means of contact
C. Firms shall have extensive knowledge of available project delivery systems allowed MA and make such recommendations as to their applicability as appropriate.

D. Consultant and staff shall be knowledgeable of all applicable building codes, American with Disabilities Act, federal, state and local by-laws as applicable, including sustainability, conservation and practice of LEED principles and certification processes.
E. Experience reviewing the design and implementation of decarbonization construction projects.
F. Ability to manage risks - safety protocols are met; required safety gears and tools are available; and everyone on site follows the rules and safety protocols.
G. Strong negotiating skills and an ability to communicate clearly with others, even when a conflict arises with respect to managing expectations and handling opposing perspectives.
H. Substantial financial experience **to create a comprehensive construction project budget that includes costs of all** essential materials; the number of workers needed; and a good sense of the project's profitability.
I. Ability to **effectively set goals and communicate them to the team, which requires strong organizational skills, decisiveness and an openness to feedback and criticism.**
J. Firms shall be capable of meeting the schedule set by BROOKLINE CDC.

7. KEY SKILLS

a. Construction project manager must have:
   i. Exceptional communication skills to ensure that work is completed safely and efficiently, to be able to clearly direct their team members and make sure all instructions are understood correctly. Must be able to maintain transparency with building owners and developers.
   ii. Strong organizational skills in order to make sure they're prioritizing the right tasks so that things can progress smoothly.
   iii. Work well under pressure. They need to be able to quickly and intelligently adapt when a situation changes, and find the best way to move forward to make sure that the project is still completed on time, and within the budget, without cutting corners and *adhering to safety standards.*
   iv. Sufficient experience, foresight and knowledge to be able to identify potential risks, but will know exactly how to handle them if they occur.
   v. Strong leadership skills in order to effectively take charge of a project; strong enough communicator to be able to relay plans to their workers and then trust them to get the job done. Organizational skills to make sure that the project is running on schedule.
   vi. Able to be responsible for many people; taking on the full accountability of the role.

8. **SELECTION CRITERIA**

A. BROOKLINE CDC has determined that the selection of the most advantageous proposal requires comparison of factors in addition to price, because of, *inter alia*, the mission-based nature of the project, the mix of uses within the project the expertise required to secure resources to fund their development, and the need for the project pro forma to strategically align with BROOKLINE CDC'S future operating budgets. BROOKLINE CDC Staff will evaluate each RFP response in order to choose any number of finalists to invite for interviews.
B. Experience with decarbonization projects.
C. Responses will be evaluated using ratings outlined in the chart that follows, which determine the level of responsiveness of each submission and the ability of the Respondent to perform services outlined in the RFP. To each of the evaluation criteria, a rating of highly advantageous, advantageous, or non-advantageous will be assigned. These ratings will be used to assign a composite rating to each proposal evaluated.

D. BROOKLINE CDC will award a contract to the firm or organizations that will provide strategic advice and expert technical assistance to support the project, taking into consideration alignment with selection criteria outlined in this section, as well as the level of fees for Phase I and for Phase II.

9. DISADVANTAGED BUSINESS ENTERPRISE/MIORITY BUSINESS

BROOKLINE CDC encourages minority and women owned firms to apply. Consideration of a firm's status as minority or women owned will be considered. Contractor is required to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under an EPA financial assistance agreement.

a. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State, and Local Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
b. Make information on forthcoming opportunities available to DBEs, arrange time frames for contracts, and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
c. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State, and Local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
d. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
e. Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
f. If the prime contractor awards subcontracts, require the prime contractor to take the steps in items a through f.
g. A recipient must maintain all records documenting its compliance with the requirements of this program in accordance with applicable record retention requirements for the recipient's financial assistance agreement.

SELECTION CHART

			Non-Advantageous
Relevance and Quality of Previous Similar Work	Consultant's previous experience is strongly relevant to the needs of BROOKLINE CDC's project and represents high levels of achievement in real estate development financing best practices relevant to the scope outlined herein.	Consultant's previous experience is similar to the needs of BROOKLINE CDC's project and represents moderate levels of achievement in real estate development financing best practices relevant to the scope and qualifications outlined herein.	Consultant's previous experience has little relevance to the needs of BROOKLINE CDC's project and demonstrates limited achievement in real estate development financing relevant to the scope and qualifications outlined herein.
Experience and Qualification of Firm & Personnel	The personnel assigned to the project, particularly the lead personnel for BROOKLINE CDC's project, have extensive and	The personnel assigned to the project, particularly the lead personnel for BROOKLINE CDC's project, have moderate experience as per items 1 – 3	The personnel assigned to the project, particularly the lead personnel for BROOKLINE CDC's project, have little

	well-rounded experience as per items 1 – 3 listed above in "Qualifications and Experience".	listed above in "Qualifications and Experience".	experience as per items 1 – 3 listed above in "Qualifications and Experience".
	Highly Advantageous	**Advantageous**	**Non-Advantageous**
Quality of References	References provide substantive positive comments on the ability of the respondent to carry out specific real estate development financing work, including comments on the personnel who will work on the project. References provided high praise for the firm and the personnel in terms of responsiveness, knowledge and expertise, quality of advice and technical assistance, depth of knowledge of key financing sources,	References provide moderate comment on ability of the respondent to carry out specific real estate development financing work, including comments on the personnel who will work on the project. References provided moderate praise for the firm and the personnel in terms of responsiveness, knowledge and expertise, quality of advice and technical assistance, depth of knowledge of key financing sources,	References could not provide detailed comment on the respondent's experiences with real estate development financing, including a lack of detailed comments on the personnel who will work on the project. Or, references provided negative comments regarding the firm and/or the personnel.

	adherence to budget, attention to detail, and general effectiveness.	adherence to budget, attention to detail, and general effectiveness.	
Capacity	The respondent clearly demonstrates that they have the capacity to undertake this project in a timely manner, and can meet the timeline outlined in the scope.	The respondent appears to have adequate capacity to undertake this project in a timely manner, and to meet the timeline outlined in the scope.	The respondent appears to have little capacity to undertake this project in a timely manner, or to meet the timeline outlined in the scope.
	Highly Advantageous	**Advantageous**	**Non-Advantageous**
Appropriateness of Proposed Program Implementation	The proposed activities outlined for Phases I and II are essential and appropriate and would strongly support the budget and financing needs of the project through the conceptual, financing and construction phases.	The proposed activities outlined for Phases I and II are generally aligned with the anticipated budget and financing needs of the project during conceptual, financing and construction phases.	The activities outlined for Phases I and II are not clear or are not appropriate, and would only minimally support the budget and financing needs of the conceptual, financing and/or construction phases of the development project.
Fees	The proposed fees are reasonable for the work proposed, and competitive	The proposed fees are moderately reasonable for the work proposed, and largely competitive as	The proposed fees are significantly higher or lower than expected for the work proposed, and differ

	as compared to fees for similar work products.	compared to fees for similar work products.	significantly to fees for similar work products.

10. **INSURANCE**
    a. Throughout Phase I and Phase II of Contract, the Contractor shall maintain, at the Contractor's sole expense, effective insurance covering the Contractor's activities for this project, as per the requirements outlined in Exhibit E. The Contractor shall furnish the BROOKLINE CDC with a certificate of insurance from a company licensed to do business in the State of Massachusetts indicating coverage is in place.
    b. Proof of insurance shall be provided by the Contractor before commencement of the Contract.
    c. Insurance policies shall include BROOKLINE CDC and the respective property management firms as additionally insured with respect to the activities carried out under this Contract.

11. **PRICE AND PAYMENTS FOR PHASE I AND PHASE II**
    a. The Respondent should submit separate fees/pricing for Phase I and Phase II as outlined in this RFP. Fees should include detail on any hourly rate, as well as total hours expected for each phase and total estimated cost for each phase.
    b. The Respondent shall submit a detailed invoice to the BROOKLINE CDC detailing services on a monthly basis. During Phase II, each invoice shall include a detailed account of the Work performed.
    c. The BROOKLINE CDC shall render the Contractor regularly scheduled payments in remuneration for the Contractor's services in amounts as specified. Said payments shall be made within (30) days from the Contractor's invoice date.
    d. A W9 number and proof of insurance must be furnished to the BROOKLINE CDC before any initial payment can occur.

12. **SEQUENCING AND SCHEDULING**

Upon acceptance of the Proposal, the Contractor shall coordinate with the BROOKLINE CDC to develop a final schedule of services in support of the development budgeting and financing needs of the MFNH project.

13. **MISCELLANEOUS PROVISIONS**
    a. Davis Bacon Act – To the extent required BROOKLINE CDC shall comply with Davis Bacon and this shall be reflected in the contract.
        i. All employees of the Contractor must be compensated in accordance with the Davis Bacon Act.
    b. Standard Contract
    The Contractor will be expected to sign the BROOKLINE CDC's standard contract. A finalized scope of services will be attached to the standard contract.
    c. Arbitration
    Unless otherwise stipulated herein, all claims, disputes, and other matters in question, arising out of this Agreement, between the parties to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining. No arbitration, arising out of or relating to this Agreement, shall include, by consolidation, joiner or any other manner, any additional person or a party to this Agreement except by written

consent containing a specific reference to this Agreement and signed by the Contractor, the BROOKLINE CDC and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties hereto shall be specifically enforceable under the prevailing arbitration law.

i. Notice of demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
ii. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

d. Termination of Agreement
   i. Proposal specifications should allow for the formal cancellation of the agreement between the BROOKLINE CDC and Contractor. During the Phase I, thirty (30) days' notice shall be required for termination of the Agreement. During Phase II, ninety (90) days' notice shall be required for termination.
   ii. In the event of termination, not the fault of the Contractor, the Contractor shall be compensated for all products and services supplied to the termination date, together with all termination expenses, defined as expenses directly attributable to termination for which the Contractor is not otherwise compensated.
e. Conflict of Laws, Assignment, & Integration Clauses
   Unless otherwise specified, this Agreement shall be governed by the laws of Brookline and the Commonwealth of Massachusetts.
f. The BROOKLINE CDC and the Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party with respect to all covenants of the Agreement. Neither the BROOKLINE CDC nor the Contractor shall assign, sublet or transfer any interest in the Agreement without the written consent of the other.
g. The Agreement will represent the entire and integrated Agreement between the BROOKLINE CDC and the Contractor and supersedes all prior negotiation, representations or agreements; either written or oral. The Agreement may be amended only by written instrument signed by both the BROOKLINE CDC and the Contractor.
h. It is anticipated that the scope for Phase II will require additional negotiation during the consultation work of Phase I.

14. PROPOSAL GUIDELINES

a. In order to qualify for the work on this project, Contractors must submit all information requested in this RFP. Proposals must adhere to the general format and content of this RFP and the forms below. Contractors should provide the information requested under each section, in a brief yet complete form. Proposals will not be evaluated unless all information requested is submitted in a complete package.
b. BROOKLINE CDC reserves the right, in its sole discretion, to allow minor additions and substitutions to the format and content requested under this RFP. Finalists will be required to appear for an interview.

15. **RFP EXHIBITS**

a. Required Proposal Submission Outline
b. Map and Photos
c. Davis Bacon Act
d. Insurance Requirements
e. Template of BROOKLINE CDC Standard Contract

Please provide three (3) hard copies of your submission and an electronic version, which can be emailed or provided via thumb drive. The electronic version should be no larger than 10MB.

Hard copies must be emailed to BROOKLINE CDC. It should be emailed to:

All components of all submissions must be received by the BROOKLINE CDC no later than November 15, 2024 at 4:00 pm .

PROJECT SUBMISSIONS

f. **Part 1: Company Overview**
   i. Provide a brief history of the entity's experience in providing real estate development financing services, particularly for nonprofit sponsored projects. Highlight those projects that included:
      1. A childcare component
      2. Housing component
      3. End users who were largely low-income families
      4. Future building operations which maintained or enhanced the sponsoring nonprofit organization's financial health
   ii. Describe if the entity is a Woman or Minority Business Enterprise.
   iii. Include information on the number of staff. Provide evidence that the staff or company has a minimum of seven (7) years of successful experience performing construction project management work.

g. **Part 2: Property Management Experience & Personnel**
   i. Provide a list up to five (5) current or former real estate development financing clients for similar projects. Please include the following:
      1. Name and address of the organization
      2. Name and title of client contact
      3. Telephone number of client contact
      4. Overview of scope, year(s) of service, and date when project was completed
   ii. Provide resumes for the staff who will be assigned to this project. Resumes should include education, experience, specific professional accomplishments and any special qualifications. Describe the wage range for your employees. Successful respondents must meet Davis Bacon Act requirements.

h. **Part 3: Program Implementation for Phases I and II**
   i. Describe the process the firm will undertake to develop the sources and uses development budget for the project, including for the Housing Construction, Facilities Revitalization, improvements components.
   ii. Include an overview of the sources the firm will explore for this project. Describe the communication process you will seek to have with the BROOKLINE CDC as the work progresses.

iii. Describe how the firm could support BROOKLINE CDC in submitting financing applications
iv. Describe the kind of support the firm would provide during the construction phase and the process the firm would implement to carry out that support. Describe circumstances that might require this kind of assistance during the construction phase.

i. **Part 4: Fees and Contracting**
   i. Describe the company's fee method. Provide a description of fees for Phases I and II. If the company will charge an hourly wage, please estimate the number of hours expected to be needed during each phase, on a monthly basis.
   ii. This description could be incorporated into Part 3, to align with the outline implementation of Phases I and II.
   iii. Describe any circumstances that might lead to additional billing.

ARTICLE II – SCOPE OF SERVICES – Request to the Consultant

BROOKLINE CDC hereby requests that the Consultant perform the Consultant's Work in accordance with the requirements of this Agreement.

Section 202- Approval of Scope of Work

The BROOKLINE CDC may send the Consultant a proposed Scope of Work for a project at any time with a request for the following: (a) proposed contract schedule; (b) proposed fee for the requested services, using the agreed upon billing rates in Exhibit A, along with a Truth in Negotiations certificate in accordance with M.G.L. c. 7C, s. 51; and (c) any suggested modifications to the proposed Scope of Work. The Consultant shall respond to such a request within ten (10) days of receipt of the proposed Scope of Services from the BROOKLINE CDC. The Consultant shall include in the proposed Scope of Work only information necessary to set forth the scope of work to be performed for a particular Project and shall not include any additional contractual terms which conflict with the terms of this Contract. The BROOKLINE CDC reserves the right to propose changes to the Consultant's proposal. If the Consultant agrees to such changes, the Consultant will resubmit an updated proposal reflecting such changes in a timely manner and, unless otherwise agreed by the parties, in no event later than three (3) business days from the parties' agreement on such changes. The BROOKLINE CDC may approve a Scope of Work by issuing a Notice to Proceed as set forth below or by a separate written Approval.

Section 203- Notice to Proceed

The Consultant shall commence services for a particular project upon receipt of a Notice to Proceed from the BROOKLINE CDC, which shall include the Approved Scope of Work, the fee for the services to be performed, along with a payment schedule for such fee, and Certificates of Insurances, if applicable.

ARTICLE III- CONSULTANT OBLIGATIONS

Section 301 - Provisions for the Consultant

The Consultant shall provide the necessary personnel, equipment and materials to BROOKLINE CDC in an amount, at a time, and in a manner sufficient to pursue and complete the Consultant's Work in accordance with the best professional practice and consistent with the duty of care owed to the BROOKLINE CDC. The Consultant represents that it is qualified to perform the Consultant's Work.

Section 302 –Availability of Consultant Personnel

The Consultant's office shall be staffed with professional personnel adequate in number, training and experience to perform the work required under this Agreement. The Consultant may retain the services of third-party sub-consultant's as needed to assist with specialized tasks related to the Consultant's Work.

Section 303 – Schedule for Completion of the Consultant's Work

The Consultant shall begin performance of an Approved Scope of Work and Notice to Proceed Agreement promptly and shall complete the Consultant's Work without delay. All work shall be performed by the Consultant in accordance with each project's Notice to Proceed agreement.

Section 304 – Insurance and Indemnification

The Consultant shall carry insurance as set forth in Exhibit B. All policies shall indemnify and save harmless BROOKLINE CDC, its officers, agents and employees from claims, suits, actions, damages and costs of every name and description resulting from errors and omissions in the work performed by the Consultant after the starting date of and under the terms of this Agreement. All policies shall include coverage in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until all data is turned over to BROOKLINE CDC. A certificate showing that it is carrying the required insurance shall be submitted to BROOKLINE CDC for filing. The BROOKLINE CDC shall not be obligated to make any payment to the Consultant for services performed under the provisions of this Agreement before receipt of such evidence of insurance coverage.

No cancellation of such insurance, whether by the insurers or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to BROOKLINE CDC at least twenty (20) days prior to the intended effective date thereof, which date shall be expressed in said notice. Notice of cancellation sent by the party proposing cancellation by certified mail, postage prepaid, with a return receipt of addressee requested, shall be sufficient notice. An affidavit from any officer, agent or employee, duly authorized by the insured, shall be prima-facie evidence that the notice was sent.

The Consultant shall be liable for all damage caused by errors or omissions in the Consultant's Work or in the work of its subcontractors, agents, or employees performed under this agreement. The Consultant expressly agrees that its subcontractors, agents, or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the Consultant or BROOKLINE CDC beyond such as may legally exist irrespective of this Article or Agreement.

Section 305 – Independent Contractor

The Consultant is an independent contractor with respect to its duties under this Contract. No act or direction of BROOKLINE CDC shall be deemed to be the exercise of supervision or control of the Consultant's performance hereunder. Under no circumstances shall the Consultant be deemed a "state employee" or a "special state employee" for the purposes of receiving protection from liability under the provisions of M.G.L. c. 258.

ARTICLE IV- REIMBURSEMENT AND TOTAL MAXIMUM OBLIGATION

Section 401- Consultant Team's Names, Titles and Billing Rates

Prior to the beginning of the Consultant's Work, the Consultant shall submit for BROOKLINE CDC approval the names, resumes, titles and billing rates of all personnel to be assigned to the Consultant's Work which shall be consistent with Consultant's proposal in all respects (Exhibit A). Any subsequent increase in billing rates shall require the written approval of BROOKLINE CDC. The Consultant with written approval of BROOKLINE CDC may engage sub-consultants to assist with specific tasks of the Consultant's Work. The compensation rate for those services shall be determined within each Scope of Work.

Section 402- Payment for Consultant's Work

Not later than thirty (30) days following its receipt of each portion of the Consultant's Work BROOKLINE CDC shall pay to the Consultant the approved cost of such invoice. Invoices shall be received in accordance with the terms of each project's Approved Scope of Work and Notice to Proceed Agreement.

BROOKLINE CDC shall have the right to withhold from payments due to Consultant such sums as are necessary to protect BROOKLINE CDC against any loss or damage which may result from negligence or unsatisfactory work by Consultant, or failure by Consultant to perform its obligations under this Agreement. In the event that BROOKLINE CDC terminates this Agreement for cause, pursuant to Section 103, BROOKLINE CDC shall also have the right to withhold from payments due to Consultant the sum of costs and damages sustained by BROOKLINE CDC on account of Consultant's default.

Section 403 – Total Maximum Obligation

The total maximum obligation to be incurred by BROOKLINE CDC pursuant to this Agreement is not to exceed, without further amendment and agreement of the Parties, $300,000.

ARTICLE V - REPRESENTATIONS

Section 501 – Qualifications

The Consultant represents that it is qualified and shall at all times remain qualified and shall only retain third parties that are qualified to perform and complete the obligations in this Agreement; and that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient profession liability; and other appropriate insurance to cover the performance.

Section 502- Standard of Care

The Consultant certifies that performance under this Agreement, in addition to meeting its terms, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Section 503 – No Collusion

The Consultant certifies that this Agreement has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open

competition are prohibited by law, and shall be grounds for rejection or disqualification of a response or termination of this Agreement.

Section 504 – Public Records Law

The Parties acknowledge that deliverables and other documents produced under this Agreement may be subject to the Federal Freedom of Information Act or the Massachusetts Public Records Law, or both, and each agree to comply with such law(s) in every respect.

Section 505 – Release and Ownership of Materials

No copies of data or plans, including material in the formative stage are to be released by the Consultant to any other person or agency, except after prior approval of BROOKLINE CDC. All press releases including plans and information to be published in newspapers, magazines, and other news media are to be through BROOKLINE CDC sources only. All materials prepared by the Consultant for the purpose of performing the Consultant's Work shall be owned by BROOKLINE CDC. During the performance of the Contract, such material shall be maintained by the Consultant; BROOKLINE CDC will have full access to such materials with copies available to BROOKLINE CDC upon request.

ARTICLE VI - MISCELLANEOUS MATTERS Section 601 – Notices

All notices or other communication required or permitted to be given under this Agreement shall be in writing, signed by a duly authorized officer of BROOKLINE CDC, or a duly authorized contracting officer of the Consultant, and shall be deemed delivered if mailed, postage prepaid, by certified mail, return receipt requested, or delivered by hand to the principal office of the intended Party.

Section 602 – Authorized Representatives

The Parties agree to cooperate with each other reasonably, actively and in good faith and in any other way not specifically set forth in this Agreement. For the purpose of this Agreement, The BROOKLINE CDC hereby appoints Giovanny Valencia as its Authorized Representative, the Consultant hereby appoints _____ (_____, _____) as its Authorized Representative. Each Authorized Representative shall be authorized to negotiate and approve actions taken under this Agreement on behalf of their respective organizations, and shall be authorized to initiate, execute and deliver any correspondence relating to this Agreement which is not specifically required by its terms.

Section 603 - Counterparts

This Agreement may be executed in multiple counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument. The Agreement, including the Exhibit made a part of this Agreement, constitutes the entire agreement of the Parties with respect to the matters referenced herein, and supersedes all prior dealings and agreements, written or oral, between the Parties with respect to such matters.

Section 604 – Effective Date

This Agreement shall be deemed to become effective as of the date it shall be executed and dated by all Parties, and shall terminate on the last date of each Parties' compliance with each of the obligations set forth herein.

Section 605 – Respective Authorizations

The Parties each represent to each other that the persons executing this Agreement on their behalf have been duly authorized to do so. This Agreement may be amended from time to time only in writing executed by the Parties.

The Consultant and BROOKLINE CDC have respectively caused this Agreement to be duly executed as a sealed instrument as of the day and year first above written.

BROOKLINE IMPROVEMENT COALITION

(dba BROOKLINE CDC)

By:_____ By:_____

Giovanny Valencia