This Contract is made as of this \_\_\_\_\_\_ day of <u>January</u>, 2025, by and between the Chelmsford Public Schools, Massachusetts, with an address of 230 North Road, Chelmsford, MA 01824, (hereinafter the "School"), and NV5 Planning and Design, Inc., with a principal office located at 200 Brickstone Square, Andover, MA 01810 (hereinafter the "Contractor").

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts, if any exist between the School and the Contractor, are hereby terminated and shall be of no force and effect.

#### 1. Scope

In consideration of the obligations herein contained, the Contractor shall provide Engineering Services in Chelmsford, Massachusetts, as set forth in the Contractor's Proposal dated October 1, 2024, which is incorporated herein by reference.

2. Standard of Care

The Contractor shall exercise due care and diligence in the rendering of all services under this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor's services shall be performed as expeditiously as is consistent with such standards, with professional skill and care, and with the orderly progress of the work.

3. Term

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The term of this Contract shall commence as of the date set forth in the first line of the first paragraph above and shall extend for a period of three (3) years from that date.

4. Incorporation of the RFP/Order of Priority of Contract Documents

The provisions of the RFP and the Contractor's Response are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

> Highest Priority: Second Priority: Third Priority: Fourth Priority: Fifth Priority:

Amendments to Contract (if any) Contract Addenda to the RFP (if any) RFP Contractor's Proposal.

#### Page 1 of 16

#### 5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the School shall pay the Contractor rates as to be agreed upon by Contractor and School, not to exceed \$200,000 for all services.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the School as an invoice and shall specify all services rendered.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the School for services rendered in accordance with this Contract. The School shall not make payments in advance.

If the School objects to all or part of any invoice, the School shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the School's RFP, the Contractor shall take such measures only with the School's prior written approval. Charges for such services, with no mark-up, shall be billed directly to the School unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Chelmsford Public Schools, Chelmsford, Massachusetts and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the School to the Contractor shall be deemed to be a waiver of any right of the School under this Contract or a ratification by the School of any breach hereof by the Contractor.

#### 6. Warranty

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DELETED – NOT APPLICABLE.

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and

Chelmsford law applicable to his work including, without limitation, statutes, bylaws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

#### 8. Insurance

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The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles Combined single limit of \$1,000,000.
- d. Professional Liability Insurance, \$1,000,000 each occurrence/\$2,000,000 aggregate limit. If written on a claims-made basis, each such policy shall remain in effect for at least six (6) years following the termination of this Contract.
- e. Excess Liability Insurance, Umbrella Form \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- f. The School shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- g. All certificates and policies shall contain the following provision:

"Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Chelmsford Public Schools, 230 North Road, Chelmsford, MA 01824, before such cancellation or amendment shall take place."

h. Certificates evidencing such insurance in five (5) copies shall be furnished to the School at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the School or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.

i. The Contractor shall also be required to provide to the School with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the School is named as an additional insured on each such policy.

j. No insurance shall be obtained from an insurer which:

- (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
- (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
- k. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

#### 9. Indemnification

The Contractor shall compensate the School for all damage to School property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the School and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Chelmsford Public Schools statute, by-law, rule, regulation, order or directive, or

which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the School and any judgment that may be obtained in any such claim or suit.

#### 10. No Personal Liability

Neither the School, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Chelmsford statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all conditions of the RFP and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED - NOT APPLICABLE.

14. Independent Contractor Status/Key Personnel

The Contractor shall provide services under this Contract as an independent contractor with the School and not as an employee of the School. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the School, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

The Contractor's key personnel assigned to this project and their project roles are as stated in the Response submitted by the Contractor attached hereto.

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There shall be no change to these personnel assignments without the prior written consent of the School, which consent shall not be unreasonably withheld. In the event substitution of personnel is requested by the Contractor or the School, written notice of such request shall be timely provided in writing to the other party. The School shall have authority to reject any proposed replacement personnel if it reasonably and timely deems such proposed replacement to be unsatisfactory.

#### 15. Use of Alcohol and Controlled Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on School property which is the subject matter of this Contract and during all hours of work under this Contract. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the School shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Contract. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Contract.

#### 16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the School.

#### 17. Criminal Background Screening

For each employee of the Contractor who is rendering services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the School that such employee passed the Contractor's preemployment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the School, the Contractor shall not assign such employee to perform services for the School, and such employee shall not be authorized to perform services for the School. The School shall be permitted to keep such information in its files. Specifically, but not in limitation of the above, Contractor shall comply with all background check requirements in 71 MGL 38R and all other applicable background check requirements for persons with access to school property.

#### 18. Delays/Force Majeure

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of performance.

#### 19. Termination

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- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the School to the Contractor, the School shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the School may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Chelmsford School Meeting of sufficient money to fund the Contract. Should Chelmsford School Meeting fail to appropriate necessary funds therefor, the School shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event, the School may terminate this Contract upon written notice to the Contractor.
- d. The School may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The School may also terminate this Contract for convenience upon thirty

(30) days' written notice to the Contractor.

In the event of termination the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19a. or 19b. above, the School may make any reasonable purchase or contract to purchase services in substitution for performance due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the School due to non-performance or non-conformance of services, together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

Except as otherwise provided in this Contract, each notice required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section 20.

If to the School:	Superintendent of Schools Chelmsford Public Schools 230 North Road Chelmsford, MA 01824
With a copy to:	Andrew Waugh, Esq. Murphy, Hesse, Toomey & Lehane, LLP 50 Braintree Hill Office Park, Suite 410 Braintree, MA 02184
If to the Contractor:	Associate Vice President/Group Leader NV5 Planning and Design, Inc. 200 BrickStone Square Andover, MA 01810

#### 21. License

The School shall have unlimited rights, for the benefit of the School, in all drawings, designs, specifications, notes and other work developed in the performance of this Contract, including the right to use same on any other project of the School, without additional cost to the School; and with respect thereto, the Contractor agrees and hereby grants to the School an irrevocable royalty-free and nonexclusive license to all such data, which he may cover by copyright, and to all

designs as to which he may assert any rights or establish any claim under any patent or copyright laws. The Contractor shall obtain similar irrevocable royaltyfree nonexclusive licenses from the Contractor's consultants consistent with this Contract.

#### 22. Certifications

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The Contractor hereby certifies that the Project Director shall also be registered by the Commonwealth of Massachusetts as an architect or professional engineer; or, if the Project Director is not registered as an architect or professional engineer, the Project Director shall have at least seven (7) years' experience in the construction and supervision of construction, commissioning and design of public works.

The Contractor hereby certifies that it 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.

The Contractor hereby certifies that no consultant to or subcontractor for the Contractor has given, offered or agreed to give any gift, contribution or offer of employment to the Contractor, or to any other person, corporation or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the Contractor.

The Contractor hereby certifies that no person, corporation or other entity, other than a bona fide full time employee of the Contractor, has been retained or hired by the Contractor to solicit for or in any way assist the Contractor 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 to the Contractor.

The Contractor hereby certifies that it has internal accounting controls as required by subsection (c) of section thirty-nine R of chapter thirty of the Massachusetts General Laws and that the Contractor has filed and will continue to file an audited financial statement as required by subsection (d) of said section thirty-nine R.

The Contractor is hereby prohibited from receiving any extra payments for work for basic services that should have reasonably been anticipated by the Contractor.

The Contractor shall maintain all books, records and accounts related to the Project in compliance with the following:

1. The Contractor shall make, and keep for at least six (6) years after final payment, books, records and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the

Contractor.

- 2. Until the expiration of six (6) years after final payment, the Owner, the Office of the Inspector General and the Commissioner of Capital Asset Management and Maintenance shall have the right to examine any books, documents, papers or records of the Contractor and of its subcontractors and consultants that directly pertain to, and involve transactions relating to the Project and to the Contractor or its consultants in relation to the Project.
- 3. The Contractor shall describe any change in the method of maintaining records or recording transactions which materially affects any statements filed with the Owner, including in the Contractor's description the date of the change and reasons therefor, and shall accompany said description with a letter from the Contractor's independent certified public accountant approving or otherwise commenting on the changes.
- 4. The Contractor has filed a statement of management on internal accounting controls prior to the execution of this Contract.
- 5. The Contractor has filed prior to the execution of this Contract and will continue to file annually, an audited financial statement for the most recent completed fiscal year.
- 6. The Contractor shall file with the Owner a statement of management as to whether the system of internal accounting controls of the Contractor and its subsidiaries reasonably assures that:

(a) Transactions are executed in accordance with the management's general and specific authorization;

(b) Transactions are recorded as necessary (i) to permit preparation of financial statements in conformity with generally accepted accounting principles, and (ii) to maintain accountability for assets;

(c) Access to assets is permitted only in accordance with management's general or specific authorization; and

(d) The recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any difference.

7. The Contractor shall also file annually with the Owner a statement prepared and signed by an independent certified public accountant, stating that such accountant has examined the statement of management on internal accounting controls, and expressing an opinion as to:

(a) whether the representations of management are consistent with the result of management's evaluation of the system of

internal accounting controls; and

(b) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the Contractor's financial statements.

- 8. During the term, the Contractor shall annually file with the Commissioner of Capital Asset Management and Maintenance and the Owner of this Contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the Owner upon request.
- 9. Records and statements required to be made, kept or filed in compliance with the provisions of this Contract shall not be public records, as defined in section seven of chapter four of the Massachusetts General Laws.
- 23. Miscellaneous Provisions

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- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Essex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the School shall constitute a waiver of a right or duty afforded to the School under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the School shall be construed as a waiver or in any way limit the legal or equitable remedies available to the School. No waiver by the School of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing performance under this Contract, report the same to the School in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated

by the School as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the School has expressly waived such confidentiality in advance in writing.

- f. The Contractor shall not represent or purport to represent that it speaks for the School vis-à-vis the media or the public at-large without the School's express, written consent in advance.
- g. Prior to commencing performance under this Contract, the Contractor shall furnish the School, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Response was made and submitted in good faith and without collusion or fraud with any 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.
- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, as contained in the Response documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- 1. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran

status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

- m. To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Contract, any statutorily-mandated provisions contained herein shall control.
- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the School.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the School shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any prior agreement between the parties in connection with the transaction contemplated.
- r. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- s. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- t. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law

issues or principles.

u. This Contract is executed in triplicate as a sealed instrument.

Chelmsford Public Schools By: the Chelmsford School Committee

Dennis F. King II, Chair

ar Maria L. Santos, Vice Chair

Diana M. Lebeaux, Secretary

isan Macka min

Susan Mackinnon

ul John Moses

NV5 Planning and Design, Inc.

By: Signature

Printed Name

- VP

Printed Title

Date: January 21, 2025

27 25 Date:

#### APPROVED AS TO AVAILABILITY OF APPROPRIATION:

In accordance with the requirements of M.G.L. Chapter 44, Section 31C, this is to certify that an appropriation in the amount of this Contract is available therefore, and that the Chelmsford School Committee is authorized to execute this Contract and to approve all requisitions and execute change orders.

Carra M. Tokuson - Callers

Joanna M. Johnson-Collins Director of Business and Finance

Date: January 21, 2025

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE:

Andrew Waugh, Esq.

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Date: February 12,2525

#### CERTIFICATE OF VOTE

I, <u>Christenher</u> Hildreti (Clerk/Secretary)	hereby certify
that I am the duly qualified and acting of <u>NVS Planning + Design</u> Fnc. (Corporation Name)	Vice Prosident (Title)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on  $\underline{Octorec:30}$  2024, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either

Daniel Wall, (Name)	Director/Vice President (Title)
, (Name)	; or; Title)
(Name) ,	(Title),
any one acting sir	ngly, to execute all contracts and bonds on behalf of the Corporation.
I, further certify the sector of the sector	hat the above vote is still in effect on this the 27 day of <u>Journ</u> ot been changed or modified in any respect. Clushet like
	Signature
	Christopher Hildreth Printed Name

VICE Prosident

The certification contained hereabove shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)

#### CHELMSFORD PUBLIC SCHOOLS 230 North Road Chelmsford, Massachusetts 01824

Project Name	On-Call Engineering Consultant Services	
RFP No.:	25-01	
Date:	September 18, 2024	
District:	Joanna Johnson-Collins - Director of Business & Finance	
Tele. No.:	978-251-5100	
Email: johnsoncollinsj@chelmsford.k12.ma.us		

Chelmsford Public Schools (CPS or "the District") is seeking qualified design and engineering consultants to provide on-call professional engineering services and technical support. Chelmsford Public Schools intends to issue a 36-month contract for these services, to be used as the need arises. Services will be used for a variety of small and medium-sized building projects, at a cost not to exceed \$200,000.

A Designer Selection Committee will be appointed who will recommend a consulting firm based upon its Plan of Services; General Qualifications of the Firm; Personnel and Resources to be utilized; Experience with Similar Projects; and Supplemental Material.

#### DUE DATE

Sealed proposals are due and will <u>not</u> be publicly opened on: **October 3, 2024**, at the Administrative Office of the Chelmsford Public Schools, 230 North Road, Chelmsford, MA 01824, at **2:00 p.m.**, EST/EDST, for the work described herein. BIDDERS ARE REQUIRED TO SUBMIT A BID INCLUDING ALL BID FORMS CONTAINED IN THIS PACKAGE. DO NOT REMOVE PAGES. Any submissions received after Thursday October 3, 2024 at 2:00 p.m. local time will not be considered. No faxed or conditional Proposals shall be accepted. The clock in District Offices shall be considered official.

#### CLARIFICATIONS OF SPECIFICATIONS

Any request for clarification to, or relief from, the specifications, must be submitted in writing to the attention of the Director of Business & Finance at the District's office no later than **September 25, 2024 at 4:00 pm.** 

Should the District make changes to any specification, stipulation, requirement, or procedure, notification will be made to all Bidders in the form of written Addenda. No officer, agent, or employee of the District is authorized to amend any provision contained in this RFP, including the specifications, unless such amendment is issued as an Addendum and sent to all Bidders in accordance with this Section (Clarification of Specifications). Bidder is required to acknowledge all addenda. (attached – form B).

#### **APPROPRIATION CONTINGENCY**

If the District fails to appropriate operating funds, or if funds are not otherwise made available for the continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated. The District's fiscal year begins July 1<sup>st</sup>.

#### CONDITIONS, REQUIREMENTS AND COVENANTS PROJECT DOCUMENTS

#### Article 1. Acceptance or Rejection of Bids

Chelmsford Public Schools reserves the right to reject any or all bids and to accept any bid, in whole or in part, which it considers to serve the best interest of the Chelmsford Public Schools.

## Any bid which is not according to prescribed form, not properly signed, or otherwise contrary to instructions may be rejected by Chelmsford Public Schools.

All bids received by the Chelmsford Public Schools will be stamped in when received and said stamp shall indicate the time and date of receipt.

#### NO BID WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED.

#### Article 2. Identification of Sealed Envelopes

Bids shall be placed in sealed envelopes that are marked on the outside with the name and address of the bidder, the title of the project and the scheduled date for the opening of bids. No responsibility will be attached to Chelmsford Public Schools for the premature opening of any bid that is not properly identified.

#### Article 3. Certified Check and/or Performance/Payment Bond

A certified check made payable to the "Chelmsford Public Schools" in the amount of <u>0%</u> must accompany this bid. **Bid bonds** are acceptable.

A performance bond in the amount of <u>0%</u> of the total dollar award is required prior to contract execution.

A payment bond in the amount of <u>0%</u> of the total dollar award is required prior to contract execution.

#### Article 4. Mailing of Bids

Bids which are mailed should be addressed to the Chelmsford Public Schools at 230 North Road, Chelmsford, MA 01824.

#### Article 5. Bid Forms

It is advisable that bids be submitted on appropriate Bid Forms prepared by Chelmsford Public Schools in order to avoid errors, misconceptions or ambiguities in reference to the Project Documents.

#### Article 6. Possible Discrepancies in Specifications

Any inadvertent errors, omissions or discrepancies in the applicable specifications should be brought to the attention of the District who shall then send written instructions to all bidders in order to effect the correction and clarification of the Project Documents. Failure of any bidder to receive any such addendum shall NOT relieve the bidder from any obligation under his bid as submitted.

#### Article 7. Waiver Of Informalities, Deviations, Mistakes, And Matters Of Form

The District reserves the right to waive any informalities, deviations, mistakes, and matters of form rather than substance of the bid documents, which can be waived or corrected without prejudice to the Bidder. No officer or agent of the District is authorized to waive this reservation.

#### Article 8. General Bidding Instructions

Within any context of specifications wherein the item required is defined by using a particular trade name, or by the designation of a specific manufacturer, or by reference to a Dealer's catalogue, the phrase "or approved equal" is not intended to exclude the consideration of other products. Any consideration of an "approved equal", however, will be predicted on the basis that such an item is of equal value in terms of physical attributes, durability, and functional use. The final decision concerning the acceptability of any equipment item shall rest with the District.

- (a) Any clarification of specifications requested by bidders must be in writing addressed to the Director of Business & Finance at the Chelmsford Public Schools and received no later than seven (7) working days prior to the bid opening in order to be acknowledged.
- (b) Bidders must state the name of the manufacturer and the material model of each item for which they submit a bid.
- (c) All prices to be firm.
- (d) Bid offerings must be based on INSIDE DELIVERY F.O.B. DESTINATION unless otherwise indicated by the District.
- (e) All bidders must clearly state their terms of sale and maximum delivery time after receipt of order (ARO).
- (f) All bidders must clearly state the terms and conditions of the manufacturer's and/or dealer's warrantee and guarantee.
- (g) Any deviations from specifications must be clearly listed on bid sheet.
- (h) Quantities are for bidding purposes only; the exact quantities to be determined by purchase orders.
- (i) Bidders must submit brochures with their bid.
- (j) All bids must be totaled and where indicated, please list unit cost and the total price of each item. Awards will be made to the lowest responsible bidder who submits a responsive bid which is most advantageous to the District.
- (k) Proposals shall be type-written or written in ink. Erasures on bids will not be considered.
- (I) Conditional bids will not be accepted by the District.

#### Article 9. Requirements of Town Departments

The actual requirements of the District shall govern the actual amount delivered under a contract to be drawn and entered into between bidder and the District and approved by the School Committee as to the availability of appropriation to pay for the materials and supplies to be furnished under the Contract aforesaid, shall be made a part of said Contract.

#### Article 10. Taxes

The Chelmsford Public Schools are exempt from payments of Federal Excise Taxes and Mass. Sales Tax, and the attention of all bidders is invited to this fact. The District will furnish successful bidders properly executed tax exemption certificates upon request. Such taxes should not be included in bid prices.

#### Article 11. Contractor's Responsibility for Specifications

Any measurements, calculations or estimates included herein are believed to be correct, but each bidder should conduct a thorough examination of the project himself, since no allowance will be made because of any inaccuracy that inadvertently appears within the context of the Bid Documents. The failure of any bidder to acquaint himself with conditions as they actually exist shall not relieve him from any obligations and responsibilities inherent within Bid Documents.

#### Article 12. Unloading, Assembling and Installing of Equipment

The Contractor is responsible for the unloading of any trucking units or vans involved in the delivery of project items, and for overseeing the assembly, placement and installation of all such equipment in areas specified by the District.

#### Article 13. Cleaning Up

Following the delivery or installation of any equipment items, the Contractor shall remove from the site all rubbish, waste and surplus materials and the premises shall be left in neat, orderly and broom-clean conditions.

#### Article 14. Contractor's Liability Insurance

(a) Workmen's Compensation Insurance: The Contractor shall take out and maintain during the life of this Contract adequate Workmen's Compensation Insurance for all his employees assigned to the project in the manner and to the extent provided for in Chapter 152 of the General Laws and the amendments thereto.

In the event that any employees of the Contractor are engaged in hazardous work at the site of the project and are not protected under Workmen's Compensation Insurance, the Contractor shall be responsible for providing sufficient insurance to cover such employees.

(b) Public Liability Insurance: The Contractor shall take out and maintain during the life of this Contract (1) Bodily Injury Insurance which includes coverage for accidental death and (2) Property Damage Insurance.

The Contractor further agrees to indemnify and save the Owner harmless from any responsibility arising under the context of the aforesaid paragraphs.

(c) Approval of Certificate and Evidence of Compliances: A true copy of a properly endorsed Insurance Certificate, issued by a company or companies duly licensed and authorized by the Commonwealth of Massachusetts to write the various types of insurance as specified above, shall be submitted to the District as evidence of compliance with the requirements of the preceding paragraphs prior to the commencement of any work herein specified.

#### Article 15. Breach of Contract

If at any time the Contractor is unable to furnish material or services as ordered by the District, the District may order such material or services from such places as are available, and the Contractor shall pay to the District all expense incurred above the contract price.

#### Article 16. Signatures on the Bid Forms

If a bid is submitted by an individual, the full name and post address of this person shall be designated.

If a bid is submitted by a firm, partnership or corporation, it shall be signed by the person having the legal authority to execute such a document in behalf of the bidder, the individual signing the bid form shall then indicate his title or position in addition to the Full name and address of the firm, partnership or corporation (certification attached – form D).

#### Article 17. Guarantee

The bidder to whom a contract is awarded guarantees to the Chelmsford Public Schools all equipment, materials and/or workmanship for a period of one (1) year after final inspection and acceptance and shall replace promptly any defective equipment, materials and/or workmanship required without additional cost to the District.

#### Article 18. Withholding of Contract Award

The District reserves the right to withhold the awarding of any contract under its jurisdiction when the bidder is unable to furnish satisfactory evidence of adequate ability, experience and/or capital to execute the completion of a project in accordance with the prescribed requirements and specifications.

#### Article 19. Modifications

This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Contractor and of the Chelmsford Public Schools. Any variance from the terms and conditions of this Agreement or any order or other written notification given by either Party to the other that is not duly authorized shall have no force or effect.

#### Article 20. Change Order

The District may, at any time throughout the Term of the Agreement or any extensions thereof, issue a written Change Order requiring the Contractor to make changes within the general scope of the Agreement that may include additions, modifications, and improvements to the services. A Change Order shall not modify the overall purpose of this Agreement. No change order can exceed twenty-five (25) percent of the total price.

The Contractor may, at any time, propose in writing to the District for acceptance or denial, modifications to the Contract documents, which will benefit the District. The District shall review the Contractor's proposal and may request such modifications. Denial of a proposed modification shall neither provide the Contractor with any basis for a claim for damages nor release the Contractor from contractual responsibilities.

If the Change Order issued by the District causes an increase or decrease in the Contractor's cost to provide the services and/or requires a change to the schedule that, in the District's reasonable discretion, is determined to be necessary, an equitable adjustment will be made and incorporated into this Agreement.

Change Order Notice. Upon receipt of a Change Order issued by the District, the Contractor shall within ten (10) business days of receipt of the Order give written notice (including preliminary cost and time estimates) to the District stating the Change Order to be either an alteration to, deviation from, addition to, or deletion from the Contract. Within thirty (30) days of receipt of the Order or other time period mutually agreed to by the District and the Contractor, the Contractor shall submit a detailed Change Order proposal, which includes the following information:

Description of change and details of work to be done. Detailed cost and pricing data, the cost detail should be comprehensive and readily traceable into the Contractor's accounting records and underlying supporting documentation. The Contractor's statement of additional time shall include a detailed schedule analysis identifying which schedule activities and key milestones are impacted.

Change Order Authorization. The Contractor shall not proceed with any Change Order work until the District gives written authorization. The District shall not accept any responsibility whatsoever for Change Order work performed by the Contractor without proper authorization by the District. All Change Orders shall be executed in accordance with the terms and conditions of the Contract. All executed Change Orders shall constitute the entire agreement between the District and the Contractor with regard to any and all costs and time extensions related to Change Order work.

#### Article 21. Samples

The District may require the submission of samples either before or after the award of a contract, at no charge to the District, in order to ascertain whether or not a product will be suitable for the purpose for which it is intended. If it is specifically stated elsewhere in the bid documents that samples are required, full size samples must be submitted not later than the official BID OPENING. Failure to submit said samples may be regarded as a basis for rejecting a bid. Samples may be impounded until satisfactory completion of the contract. Otherwise, all samples must be called for by the bidder within thirty (30) days of the award of contracts or said samples will be presumed abandoned and the District will dispose of them as he sees fit.

#### Article 22. Compliance with Laws, By-Laws and Regulations

The Contractor shall keep fully informed and shall comply with the provisions of applicable federal, state, and municipal laws, rules, and regulations that in any manner regulate the Contractor's performance of this Contract and those engaged or employed with the services herein described, other than any such laws, rules and regulations that relate to the Districts' own operations. The Contractor shall indemnify, protect, defend, and save harmless the District and its officers, agents and employees harmless from all fines, penalties, and liabilities imposed upon the Town under any such laws, rules, and regulations by any public agency, authority or court having jurisdiction over the parties hereto when the imposition of same is attributable to the failure of the Contractor to keep fully informed and to comply with its obligations in this regard, provided that if any public agency, authority or court seeks to impose such fine, penalty or liability on the Chelmsford Public Schools, the District shall promptly notify the Contractor and allow the Contractor, in consultation with the District, to object to and defend such imposition.

#### Article 23. Permits and Licenses

The Contractor shall secure at his own expense all permits and licenses, pay all necessary charges and provide all notices that are due in connection with the lawful prosecution of the work.

#### Article 24. Liens

The final payment on any project may be deferred until the Contractor has delivered to the Owner a complete release from all liens arising out of the applicable contract, or receipts covering all labors and materials for which liens could be filed, or a bond that satisfactorily indemnifies the Owner against all possible liens.

#### Article 25. Contractor's Expenses

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, incidental services and other facilities necessary for the execution and completion of the project. The contractor shall be responsible for royalties and costs associated with patents, trademarks, and copyrights in any way involved in the project.

#### Article 26. Payment Schedule

The District shall pay the successful bidder within 30 days of receipt on an invoice for work completed in accordance with the contract. The District's payment obligations are subject to (in addition to all other requirements set forth in the RFP documents) the delivery by the successful bidder of an invoice with sufficient details to describe the services performed in the previous month by the first day of the subsequent month. All requests for payment shall be submitted to the Chelmsford Public School Administration Office as an invoice and shall represent the contracted amount and completion rate for set period.

#### Article 27. Assignment

Neither the Contract nor any interest herein shall be assigned, pledged or otherwise transferred by the Contractor without the written consent of the District, except in the case of a transfer of all or substantially all of the Contractor's assets provided that all obligations of this Contract are assumed by the controlling entity. If the Contractor makes any such assignment, pledge or other transfer without the written consent of the District, the Contract shall be voidable at the election of the District. The District's consent to any such assignment, pledge or other transfer may impose such additional conditions thereon as may be deemed necessary to ensure the performance of the terms of the Contract by the assignee. Moreover, unless otherwise agreed to in writing by the District, any transfer by the Contractor shall not release the Contractor of its liability under the Contract.

#### Article 28. No Waiver

None of the provisions of this Agreement, unless otherwise specified, shall be considered waived by either party hereto unless such waiver is in writing and signed by both parties. No such waiver shall be construed as a modification of any of the provisions of this Agreement or as a waiver of any past or future default or breach hereof, except as expressly stated in such waiver.

#### Article 29. Indemnification of the Chelmsford Public Schools

The Contractor agrees to indemnify, save harmless, and defend the District and all of its officers, agents, and employees from and against any and all third party suits, claims, or proceedings ("Claims"), and any losses, damages, charges or expenses, whether direct or indirect, and liability of every name and nature related to such Claims ("Liabilities") for or due to any loss or injury to persons or damages to real or tangible property to the extent caused by the Contractor or its employees, subcontractors or agents.

#### Article 30. Termination Of Contract

#### Default Termination.

The District, without prejudice to or waiver of any other right or remedy available to it, terminate or suspend this Agreement, in whole or in part, either immediately upon receipt of such notice by the Contractor or upon written notice to the Contractor seven (7) days prior to the effective date of such termination or suspension for an "Event of Default" as defined hereunder.

#### Termination for Convenience.

The District may, in its sole discretion, terminate all or any portion of this Agreement or the work required hereunder, at any time for its convenience and/or for any reason by giving written notice to the Contractor thirty (30) calendar days prior to the effective date of termination or such other period as is mutually agreed upon in advance by the parties. If the Contractor is not in default or in breach of any material term or condition of this Agreement, the Contractor shall be paid its reasonable, proper and verifiable. Such payment shall be the Contractor's sole and exclusive remedy for any Termination of Convenience, and upon such payment by the District to the Contractor, the District shall have no further obligation to the Contractor. The District shall not be responsible for the Contractor's anticipatory profits or overhead costs attributable to unperformed work.

#### Article 31. Force Majeure

Neither party hereto shall be in default in the performance of its obligations to the extent that the performance of any such obligation is prevented or delayed by a Force Majeure Event. Should Contractor's services be delayed by a Force Majeure Event, the Agreement and Contractor's schedule for completion of tasks affected by such delay shall be extended. "Force Majeure" or a "Force Majeure Event" is an event beyond the control of a party and not due to the act or omission of such party, which materially and adversely affects the party's ability to meet its obligations under the Agreement and which

event or the effects of the event would not have been anticipated and avoided by a prudent party acting commercially reasonably. Force Majeure Events may include, but are not limited to, Acts of God; acts or failures to act of government agencies and delays related to the District in either their contractual, sovereign or regulatory capacities; fires, floods, earthquakes, epidemics quarantines, strikes, wars, riots, terrorism, interruptions of energy supply or civil disturbances. Within thirty (30) calendar days after the last day of delay, the Contractor shall furnish the District with detailed information concerning the circumstances of the delay, the number of days actually delayed, the appropriate Agreement references, and the measures taken to prevent or minimize the delay. Upon review of the detailed information concerning the delay, the District shall assess the impact the delay may have on price and schedule of the work and modify the Contract as needed.

#### Article 32. Mutual General Representation and Warranties

Corporate Power. Each party represents (a) that it is duly incorporated, validly existing and in good standing under the laws of the state of its incorporation and (b) that it has full corporate power to own, lease, and operate its properties and assets, to conduct its business as such business is currently being conducted, and to consummate the transactions contemplated by this Agreement.

Authority. Each party represents that this Agreement has been duly authorized, executed and delivered and constitutes a valid and binding Agreement, enforceable against such party in accordance with this Agreement's terms, subject to the effect of bankruptcy, insolvency, moratorium and other laws now or hereafter in effect relating to and affecting the rights of creditors generally and to equitable principles of general application.

No Breaches. Each party represents that neither the execution nor delivery of this Agreement, nor the consummation of any of the transactions contemplated herein, will result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, or material agreement (subject to any applicable required consent), order, law, rule or regulation to which it is a party or which is otherwise applicable to it.

#### Article 33. Conflict of Interest

Massachusetts Conflict of Interest Law, G.L. c. 268A, governs the conduct of all public officials and employees, including all dealings with potential contractors. Therefore, it is the responsibility of Contractor to ensure compliance with the Commonwealth's Conflict of Interest Laws and avoid any conduct which might result in or give the appearance of creating for Board members, officers or employees of the Authority in their relationship with the Contractor any conflicts of interest or favoritism and/or the appearance thereof or any conduct which might result in a Board member, officer or employee failing to comply with G.L., c. 268A. Non-compliance with these Conflict of Interest terms shall constitute a material breach of this Contract.

For purposes of this solicitation, it is understood and agreed that no gift, loan or other thing has been or will be given to any employee, agent or officer of the District by the Bidder, Bidder's employees, subcontractors, or agents in connection with the award or performance of this Contract. It is further understood and agreed that no Board member, officer, or employee of the District; no officer or employee of any independent authority or political subdivision of the Commonwealth of Massachusetts, no officer, employee, or elected official of the Commonwealth of Massachusetts, executive or legislative of the District; and no member or delegate to the Congress of the United States, during his/her tenure shall have any financial interest, direct or indirect, in this Contract or the proceeds thereof.

If, during the performance of this Contract and any extension thereof, the Contractor becomes aware of any relationship, financial interest, or other activity in which it or an affiliated person or company is involved which is not in compliance with these provisions, the Contractor shall promptly notify the District's Chief Procurement Officer in writing and fully disclose all circumstances thereof. The District reserves the right to grant an exception to the requirements of this Section, if so allowed by law, and notify the Contractor thereof. If the District does not grant an exception, the Contractor shall, within ten (10) days of written notice from the District, take all action necessary to comply with the terms stated herein. The Bidder shall certify compliance with these terms and the Massachusetts Conflict of Interest Laws (certification attached – form A).

#### Article 34. Collusion

The Bidder shall sign an affidavit stating that Bidder understands that any bid submitted to the District is made without collusion with any other Bidder submitting a bid on the same commodity/service, and is in all respects fair and without fraud (certification attached – form C).

#### Article 35. Award or Rejection of Bids

The contract will be awarded to the lowest responsible and responsive bidder complying with the provision of the invitation provided the bid price is reasonable, and it is in the interest of the District to accept it. The Purchasing Agent reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the District. The District also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contacts of similar nature or a bid of a bidder who investigation shows is not in a position to perform the contract.

In determining responsibility the following qualifications, in addition to price will be considered by the Purchasing Agent

- (a) The ability, capacity and skill of the bidder to perform the service required within the specified time.
- (b) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (c) The quality of performance of previous contracts or services.
- (d) The previous and existing compliance by the bidder with laws and ordinances relating to previous contacts with the District, and to the bidders employment practices.
- (e) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the services.
- (f) The quality, availability and adaptability of the supplies, or contractual services to the particular use required.
- (g) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- (h) Whether the bidder is in arrears to the District in debt on contract or is a defaulter on surety to the District or whether the bidder's taxes or assessments are delinquent.
- (i) The resale value of the subject of the contract.
- (j) Such other information may be secured by the District having a bearing on the decision to make the award.

In determining a bidder's responsiveness, the District shall consider material deviations from the advertised specifications which materially affect price, quantity, quality or limit the bidder's liability.

#### Article 36. Purchases of all Types of Vehicles

Good and clear title to each vehicle must be made to the District at time of delivery of said vehicle.

#### Article 37. Transaction by Third Parties

The District will reject any and all bids for the purchase or lease purchase of equipment if any third party has or intends to have a security interest in said equipment.

The District will further reject any and all bids which would require the District to sign any agreement or agreements concerning financing of the transaction by third parties.

#### Article 38. Pass Through Restrictions

The Contractor will not provide any good or service that was not specifically identified and defined in the scope of service contained within the contract. Any good or service provided by the Contractor to the District that would be considered a "pass-through" is strictly prohibited.

#### Article 39. Insurance

The Contractor will carry insurance in the amount of 10% of the total cost of the project or \$1 million, whatever is less.

#### CONFLICT OF INTEREST CERTIFICATION

The undersigned hereby certifies that the Bidder shall comply with the Massachusetts Conflict of Interest Laws, G.L. c. 268A and with the Chelmsford Public School Conflict of Interest terms stated in Article 33 of these Contract Documents.

BIDDER'S NAME:		
AUTHORIZED SIGNATURE:		
TITLE:	a	
DATE:	F	

Form B

#### ACKNOWLEDGEMENT OF ADDENDA

The Bidder acknowledges all addenda.

ADDENDA NUMBER

DATE ISSUED

RFP # 25-01

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#### CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. 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.

Name of Proposer

Address of Proposer

**Telephone Number** 

By:

Signature

Printed Name

Printed Title

Date

## IN WITNESS WHEROF, the undersigned certifies, under the pains and penalties of perjury that:

- 1. It is in compliance with all of the provisions and shall remain in compliance with the provisions for the life of any Contract resulting from this solicitation. That the bidder is qualified to perform any such Contract and possess, or shall obtain, all requisite licenses and permits to complete performance; shall maintain all unemployment, workers' compensation, professional and personal liability insurance policies sufficient to cover its performance under any such Contract; and shall comply with relevant prevailing wage rates and unemployment laws.
- 2. To the best of its knowledge and belief has paid all local taxes, tax titles, utilities, motor vehicle excise taxes, water and wastewater bills as required by law.
- 3. To the best of its knowledge and belief has filed all State tax returns and paid all State taxes required by law, and has complied with reporting of employees and contractors, and withholding and remitting of child support (MGL c.62C, s.49A).
- 4. Pursuant to MGL c.30B s.10 (or c.30 s.39M), this bid or proposal has been made in good faith and without collusion or fraud with any other person. As used in this paragraph, "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Signature of Person Signing Bid or Proposal	BY: Corporate Officer (Print)
Corporate Name (Full Business Name)	BY: Corporate Officer (Sign)

Social Security or Federal Tax ID# Public Schools of Business (DBA) State of Incorporation & Town/City of Registration

Approval of a contract, or other agreement, will not be granted unless the applicant signs this certification form. Your Social Security number or Federal Tax Identification number will be furnished to the Massachusetts Department of Revenue (DOR) to determine whether you have met tax filing or tax payment obligations. The District is required to furnish a list to the DOR at the end of its fiscal year, showing the vendors to whom more than \$5,000 is paid during the twelve months ending June 30. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued or extended. This request is made under the authority of Massachusetts General Laws, c.62C, s.49A.

Form E

# CERTIFICATE OF AUTHORITY At a duly authorized meeting of the Board of Directors of \_(Name of Corporation) held on \_\_\_\_\_\_ in \_\_\_\_\_ at which all the Directors (Location) were present or waived notice, it was voted that (Name) \_\_\_\_\_ of this corporation, be it he or she, hereby is authorized to execute (Officer Title) bid documents, contracts and bonds in the name and on \_\_\_\_\_\_\_\_\_\_(Name of Corporation) behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any bid document or contract or obligation in this corporation's name on its behalf under seal of the corporation, shall be valid and binding upon this corporation. ATTEST: \_\_\_\_\_ (Clerk or Secretary) Place of Business: I hereby certify that I am the clerk/secretary of the (Name of Corporation) and that \_\_\_\_\_\_ is the duly elected of said corporation, (Name) (Name of Corporate Office) and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below. ATTEST

(Clerk or secretary)

Date: \*

\*This date must be on or before the date of the Contract

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#### BASIS OF AWARD: RFP 25-01

In accordance with the Specifications, and under the terms and conditions mentioned above, I (We) hereby offer to furnish and deliver to the Chelmsford Public Schools described above the following materials which shall in all respects meet the attached specifications, as required during the terms mentioned above for the following prices:

#### THE CHELMSFORD PUBLIC SCHOOLS THE DESIGN CONTRACT WILL NOT EXCEED \$200,000 THE CHELMSFORD PUBLIC SCHOOLS WILL NEGOTIATE THE FEE WITH THE TOP RANKED DESIGNER

# <u>Submit:</u> Bidders are to submit an original and four (4) paper copies of their qualification proposal.

Signature of Bidder			-
Print Name and Title		1	-
Company Name and Address			
Telephone Number	6	5. 1. 1. 1. 1.	
Email			

#### PROPOSAL SUBMISSION REOUIREMENTS

All technical proposals shall include as a minimum the following information

- 1. Name of firm.
- 2. Address of firm.
- 3. Name of contact person.
- 4. Names and resumes of personnel who may be assigned to work on the project including any registrations and required certifications.
- 5. A list of recent projects including names, location, cost for services, date, name of owner, name and phone number of owner's representative for which services were provided within New England during the last two years. Identify projects as completed or underway.
- 6. A description of the general skills of the firm, and any specific skills to be brought to this proposal.

#### Scope of Work

- Chelmsford Public Schools is seeking qualified design and engineering consultants to provide on-call professional engineering services and technical support. Chelmsford Public Schools intends to issue a 36-month contract for these services, to be used as the need arises. Services will be used for a variety of small and medium building projects, at a cost not to exceed \$200,000.
- The prospective design and engineering firm has experience in the municipal sector, building construction for design, technical drawings and specifications and construction administration.
- The following list categorizes the anticipated types of assignments that the awarded engineering consultants would be called upon to perform on an "as needed" basis. The list is not exhaustive.
  - o Planning-level cost estimates for all identified modifications.
  - Building construction projects
    - Structural
    - HVAC
    - Plumbing, including all bathroom fixtures and boiler projects
    - Electrical
    - Modular building projects, including the review of existing plans and specs and once approved stamp said documents

#### **Submittal of Qualifications Statement**

Submittals must be concise, complete and accurate, without unnecessary elaboration. Supplying information not directly pertaining to the required qualifications response will be viewed unfavorably. Qualifications must be clearly identified and arranged in the order that the services are described above in the *Scope of Services*. The following sections, with maximum number of pages indicated, should be included in the response.

- Executive Summary (two pages) cover letter with a summary of qualifications.
- Engineer's Service-Specific Experience (six pages) experience within the past ten years related to the services described in the *Scope of Services*.
- **Project Team Qualifications (three pages, excluding resumes)** a description of the roles and qualifications of project team members, including the proposed project manager and resident engineer. Describe any prospective teaming arrangements or sub-consultants.

The following are the Minimum Requirements for a prospective engineer to be considered:

- The Engineer shall have a minimum of ten (10) years of experience with engineering services.
- The Engineer must commit an individual project manager with at least five (5) years of project management experience.
- The engineer must maintain an office within 100 miles of Chelmsford Public Schools (located at 230 North Road, Chelmsford, MA).

#### Selection of Qualified Engineering Finalists Submittal of Technical Proposals

- The Chelmsford Public Schools will review RFQ statements of qualifications and prequalify engineering firms based on the quality of the submittals.
- A written notice of selection will be sent to all submitters, indicating the list of prequalified engineers that are approved by the Selection Committee. After a separate evaluation process, one firm will be selected to provide engineering services.

#### **GUIDELINES FOR DESIGN PROPOSAL REVIEW COMMITTEE**

Each Committee Member is responsible for independently ranking each preliminary proposal in accordance with the system below.

		Highly Advantageous	Advantageous	Not Advantageous
I.	Plan of Services Ratings will be based on the project approach and schedule. Particular attention will be given to the methods by which the candidate plans to complete all items in the Scope of Work.	Proposal includes a detailed, logical, and highly efficient scheme for addressing all of the required issues.	Proposal includes a credible scheme for addressing all of the required issues.	Proposal is not sufficiently detailed to fully evaluate, or does not contain components necessary to address all the required issues.
II	<b>General Qualifications</b> of Firm Particular attention will be paid to evidence of successful past performance and demonstrated financial stability.	Candidate has successfully completed multiple large and small scale projects and has a proven track record for completing projects on time, within budget, and on schedule. Candidate has demonstrated firm financial stability as evidenced in a financial statement.	Candidate has completed projects successfully and timely. Proposer has demonstrated financial stability as evidenced in a financial statement.	Candidate has experienced difficulty in completing projects successfully. Candidate does not provide a financial statement.
II	I. Personnel & Resources to be Utilized Rating will be based on evidence that adequate qualified personnel are assigned to all phases of the project, and that sufficient resources are available.	The individual primarily responsible for the proposed project has substantially contributed to one or more similar projects as well as the engineering design for similar projects	At least one individual from the proposed project staff has substantially contributed to similar projects and the engineering design for similar projects	None of the project staff has substantially contributed to a similar project.
Ν	7. Experience with similar projects. Rating will be based on experience providing professional services for similar renovation projects.	The firm has at least five years of design experience with similar renovation projects. The Proposal includes at least three examples of similar projects.	The firm has at least three years design experience with similar renovation projects. Proposal includes at least three examples of similar projects.	The firm has less than three years' experience for this type of project.

V. Understanding Scope of Work. Desirability of approach to project(s).	The proposal indicates a thorough review and full understanding of the required Scope of Work, and proposes a clear and comprehensive	The proposal indicates a sufficient review and understanding of the required Scope of Work, and documents the proposed approach.	The proposal indicates an incomplete review and vague understanding of the required Scope of Work.
<b>VI. References.</b> Strength and credibility of client references.	approach. The proposal indicates five or more strong and credible client references with contact information.	The proposal indicates three – four strong and credible client references with contact information.	The proposal indicates less than three more strong and credible client references with contact information.



# CHELMSFORD PUBLIC SCHOOLS

# NV5

### STATEMENT OF QUALIFICATIONS

**CHELMSFORD PUBLIC SCHOOLS** On-Call Engineering Consultant Services (25-01)

October 3, 2024

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#### **CONTACT INFO:**

#### Christopher Hildreth, PE, LEED AP

Associate Vice President/Group Leader NV5 Planning & Design, Inc. 200 Brickstone Square Andover, MA 01810 P: 978. 296.6232 | C: 978. 423.4054 christopher.hildreth@nv5.com

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#### October 1, 2024

Ms. Joanna Johnson-Collins Director of Business & Finance Administrative Office **Chelmsford Public Schools** 230 North Road Chelmsford, MA 01824

#### **RE: CHELMSFORD PUBLIC SCHOOLS, ON CALL ENGINEERING SERVICES**

Dear Ms. Johnson-Collins:

The complexity of the building and facility systems for Chelmsford Public Schools, requires a firm possessing a wide range of project engineering experience involving multiple building system types. Knowledge and flexibility on the part of firms responding to the needs of an on-call professional services agreement is imperative. At **NV5 Planning & Design, Inc. (formerly RDK Engineers),** we hope to not only meet and exceed your expectations, we want to continue to build a partnership with you and become an integral part of your facility planning, design and engineering team. Many firms seeking work with **Chelmsford Public Schools** promise a high level of service worthy of and in recognition of the stature, reputation and influence of the city. We like to think our work is the same high level with each and every one of our clients—they ALL get the best we have to offer.

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Our proposed project team includes personnel with extensive MEP/FP systems, equipment, and infrastructure experience. As a firm Project Manager and Senior Mechanical Engineer, I will provide project management services. I have 40+ years of experience leading building systems design teams on a wide variety of project types, including both new construction and renovations. I will be responsible for the your overall satisfaction with our team's work as well as developing and monitoring project related activities such as technical quality, fee budgeting, scheduling, team coordination and enforcing established design and office standards. Our team is closely supported by professional engineers, LEED Accredited Professionals, CAD operators, and technical reviewers.

#### **PROJECT UNDERSTANDING**

We understand that Chelmsford Public Schools (CPS or "the District") is seeking qualified design and engineering consultants to provide on-call professional engineering services and technical support. Chelmsford Public Schools intends to issue a 36-month contract for these services, to be used as the need arises. Services will be used for a variety of small and medium-sized building projects, at a cost not to exceed \$200,000.

#### EXPERIENCE

On all of our projects, NV5 strives to be a strong "team" player. We work collaboratively with all of our clients and with the rest of the project team to establish goals that will meet the client's needs from the inception of the project through the closeout phase. We proactively bring issues and options to the project team early on during the project allowing the team to better determine the best approach for the project in the design/planning stages.

- We understand that On-Call/As Needed projects are generally "quick turnaround" projects in nature requiring a dedicated team of professionals, with reports generally being due in short time frames. Reports to include outlining of the existing conditions, system inadequacies, recommendations for system renovations relative to life safety issues, current code compliance, equipment life expectancy, standard engineering practices, and preparation of estimated construction cost estimates for each recommendation are typically involved and something we are exceptionally adept at.
- Our systematic approach to all projects of this type is consistent. We begin by learning the specific needs of the client. This is done by working with the project team early during the project, touring existing facilities, studying the construction drawings, studying the building's/owner's standards, and interviewing the building's engineering, management, and operating personnel. Through diligent management of the engineering team, combined with open and proactive communication among the disciplines, and **Chelmsford Public Schools** personnel, we believe strongly that you will be extremely happy with the NV5 Team for this contract. NV5 has held more than 100 on-call service contracts over the years, with a wide variety of client types, including both public entities/agencies, as well as private organizations.



#### **On-Call Clients include:**

City of Newton	US Army	UMass Amherst	UMass Boston	BIDMC Blue Cross Blue Shield	
DCAMM	UMass Lowell	Charles River Laboratories	UNC Charlotte		
UNC Chapel Hill	Liberty Mutual	Fidelity Investments	New England Patriots	Bose	
New England Baptist Hospital	Analog Devices	Astra Zeneca	Babson College	City of Boston	
Cabot Corporation	Cambridge Housing	Carolinas Medical System	Central Piedmont CC	EMD Millipore	
Federal Reserve Bank of Boston	Foundation Medicine	Glaxo Smith Kline	Harvard Business School MASS DOT	Harvard University Massport	
Gillette	Town of Longmeadow	MEMA			
MIT Lincoln Labs	Lincoln Labs MSBA		NC STate University	Northeastern University	
Partners Healthcare Quincy Housing Authority		Raytheon	RI College	RTI International	
SNHU	Suffolk University	USPS	UConn	Wayne Comm College	
City of Lawrence	City of Haverhill	City of Newton	Springfield Housing	Boston Housing	
UNH	Town of Brookline	City of Worcester	Worcester Housing	State of NH	

#### **SUBCONSULTANTS**

As one of the region's leading MEP engineering consulting firms, NV5's strong project management capabilities and experience has allowed us to prime hundreds of projects on a wide variety of buildings and facility types. We have substantial experience managing subconsultants on projects requiring additional specialized consultant services. For this contract, NV5 will cover MEP/ FP engineering. Our proposed subconsultants who we would call on, include the following firms, all of whom we have completed past projects with much success:

- Architectural: CGKV Architects (MBE)
- Structural: Lim Consultants (WBE)
- Civil/HazMat: CDW Consultants (WBE)

#### CONCLUSIONS

We believe that our qualifications demonstrate our depth of experience and our ability to take on this contract for the **Chelmsford Public Schools.** We sincerely appreciate the opportunity to share our qualifications with your team. Please feel free to reach out should you need any further information.

Sincerely,

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**Christopher Hildreth, PE, LEED AP** Associate Vice President/Principal in Charge P: 978. 296.6232 | C: 978. 423.4054 christopher.hildreth@nv5.com

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#### PROPOSED SERVICES / APPROACH

**NV5 has been providing on-call engineering services for nearly three decades**. Our on-call clients have included the Town of Franklin, City of Lawrence, City of Worcester, City of Newton, Town of Plymouth, Town of North Andover, Town of Longmeadow, and the City of Boston, to name but a few. We also have on call experience with several state agencies within the Commonwealth, including DCAMM, Mass DOT, City of Boston Public Facilities Department and the Bureau of State Office Buildings. In addition, we have held multiple on-call contracts with the Massachusetts Port Authority (Massport) having worked on hundreds of airport and aviation related projects with much success. Additionally, NV5 has held on-call contracts with the United States Postal Services (USPS) for nearly 30 years involving more than 1,200 projects completed throughout all New England states.

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#### Our team has also held multiple on call contracts with the Massachusetts School Building Authority under their Green Repair program providing MEP design services on an accelerated projects.

#### Our team has the availability and capacity to services the needs of Chelmsford Public Schools on this contract.

We understand that On-Call / 'As Needed' projects are generally "quick turnaround" projects in nature requiring a dedicated team of professionals, with reports generally being due in short time frames. Reports to include outlining of the existing conditions, system inadequacies, recommendations for system renovations relative to life safety issues, current code compliance, equipment life expectancy, standard engineering practices, and preparation of estimated construction cost estimates for each recommendation are typically involved and something we are exceptionally adept at. Our systematic approach to all projects of this type is consistent. We begin by learning the specific needs of the client. This is done by working with the project team early during the project, touring existing facilities, studying the construction drawings, studying the building's/owner's standards, and interviewing the building's engineering, management, and operating personnel.

Through diligent management of the engineering team, combined with open and proactive communication among the disciplines, and Chelmsford personnel, we believe strongly that you will be extremely happy with the NV5 Team for this contract. We know from extensive experience providing engineering services, the special demands and flexibility required for providing "On-Call" Engineering Services that must be met including:

- Consistently delivering quality MEP/FP services within building spaces that vary in size, sequence, scope, and complexity
- Understanding & balancing the needs of multiple user groups
- Facilitating efficient coordination among all members of the design team
- Identifying and evaluating a full range of potential system alternatives, to facilitate selection/development of
  optimal designs
- Meeting fast-track project deadlines
- Minimizing disruption to building operations and occupants
- Tracking new technologies, construction trends, and changing regulations
- Providing 24/7 Project Manager accessibility

As a firm whose public sector work represents 35% of our overall work, we are extremely familiar with Massachusetts procurement laws, specifically; Massachusetts General Laws Chapter 7C, Chapter 30B, Chapter 30, §39M, Chapter 149 and Chapter 25A. All of our listed references can attest to our understanding and compliance with these statutes and laws.

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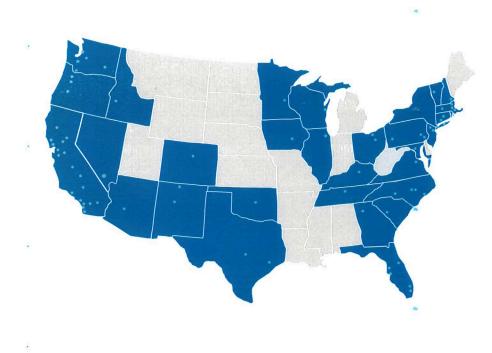
#### **BUILDINGS & TECHNOLOGY FIRM PROFILE**

#### **NV5 – BEYOND ENGINEERING**

NV5 is a global engineering and consulting firm in both the private and public sectors. From infrastructure engineering to building design and technology, our project portfolio demonstrates success in major market sectors around the world.

The Buildings and Technology vertical of NV5 specializes in Building Solutions, Clean Energy, Owner's Rep, Planning & Design and Technology Services. NV5

takes pride in helping our clients develop high-quality, cost-effective, and sustainable projects that deliver solutions and improve lives.



#### NV5 - In Numbers

100 LOCATIONS WORLDWIDE

4,000 EMPLOYEES

1,500 TECHNICALLY LICENSED

- + #24 ENR Top 500 Design Firms 2022
- + #14 ENR Top 100 Pure Designers 2022
- + #5 BD+C lop 80 Engineering Firms 2022
- + #18 CSE Magazine MEP Giants 2022
- + #19 CSE Magazine Commissioning Giants 2022
- + #1 Zweig Group Hot Firm Four Years in a Row
- + #77 Forbes Magazine America's Best Small Companies 2022
- + #83 Fortune Magazine Top 100 Fastest Growing Companies

#### **BUILDING SOLUTIONS**

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Building Analytics Building Controls Support Commissioning Digital Twin Energy Audits Retro-Commissioning

#### **CLEAN ENERGY**

Asset Management Battery Energy Storage Systems Building Optimization & Energy Efficiency Decarbonization EV Planning & Fleet Electrification Green Building & Sustainability Consulting Owner's Representation Policy Support, Program Design & Oversight Solar PV Consulting

#### **OWNER'S REP**

Civil/Infrastructure Project Management Cost Estimating Environmental Assessments Facility Condition Assessments Facility Project Management Grant Funds Management Move Management Scheduling, Current and Forensic Site Planning

#### **PLANNING & DESIGN**

Central Utilities Civil Engineering Code Consulting Fire Protection & Life Safety Engineering MEP Engineering Scan-to-BIM Structural Engineering

#### TECHNOLOGY

Acoustics, Noise & Vibration Control Audiovisual Systems Design Healthcare Technology Systems Design Intelligent Buildings Systems Consulting IT/Information & Communication Technology Systems Design Lighting Design Security & Surveillance Systems Design

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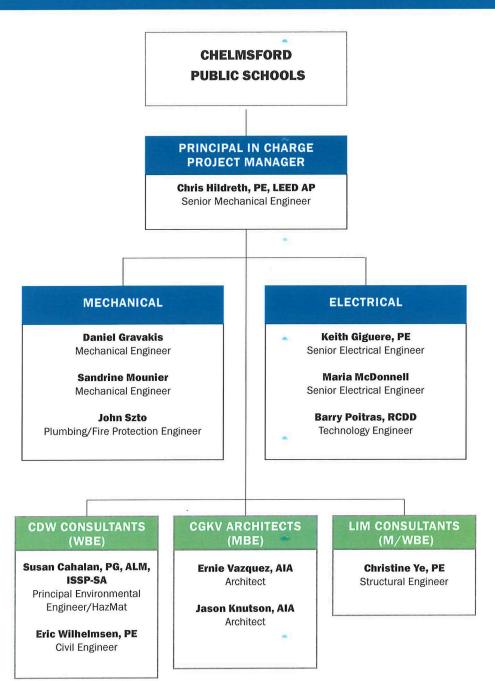
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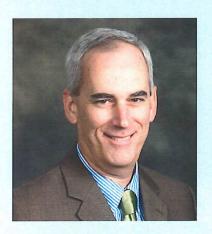
#### **ORGANIZATIONAL CHART**



NV5

NV5 PLANNING & DESIGN, INC.

SUBCONSULTANTS



PLANNING & DESIGN Christopher.Hildreth@NV5.com 978.296.6232

#### **EDUCATION**

BS, Architectural Engineering Technology, Roger Williams University

AS, Civil/Architectural Engineering Technology, Roger Williams University

EXPERIENCE 44 years

REGISTRATIONS Professional Engineer, Mechanical: MA, NH, NC, VA

**LEED** Accredited Professional

AFFILIATIONS American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE)

#### CHRISTOPHER HILDRETH, PE, LEED AP

Principal in Charge / Project Manager

Chris is an Associate Vice President and Group Leader with extensive mechanical system design experience. He is responsible for development of HVAC systems for various buildings and coordinating entire systems design from concept through construction. Chris specializes in the design of energy efficient MEP systems and sustainable design practices.

#### **Project Experience**

CHELMSFORD PUBLIC SCHOOLS EXISTING CONDITIONS STUDY IN 3 SCHOOLS Chelmsford, MA

CITY OF LAWRENCE BRUCE SCHOOL HVAC UPGRADE Lawrence, MA

CITY OF LAWRENCE BOILER REPLACEMENT @ 4 SCHOOLS Lawrence, MA

CITY OF LAWRENCE LEONARD/TARBOX SCHOOL ROOFS Lawrence, MA

CITY OF LAWRENCE ARLINGTON SCHOOL FIRE ALARM Lawrence, MA

CITY OF LAWRENCE EAST SCHOOL FIRE ALARM Lawrence, MA

CITY OF LAWRENCE ARLINGTON ELEMENTARY, FIRE PUMP Lawrence, MA

CITY OF LAWRENCE LAWRENCE HIGH SCHOOL LOBBY Lawrence, MA

BRADSTREET ELEMENTARY SCHOOL RENOVATIONS • North Andover, MA

FRANKLIN ELEMENTARY SCHOOL UNIT VENTILATION REPLACEMENT North Andover, MA CITY OF CHELSEA HIGH SCHOOL HVAC REPLACEMENT Chelsea, MA

ESSEX ELEMENTARY SCHOOL FIRE ALARM SYSTEM UPGRADES Essex, MA

NORTH ANDOVER HIGH SCHOOL SUPPLEMENTAL AIR CONDITIONING North Andover, MA

KITTREDGE ELEMENTARY SCHOOL FIRE SUPPRESSION SPRINKLER SYSTEM North Andover, MA

NORTH ANDOVER HIGH SCHOOL IT ROOM AIR CONDITIONING DESIGN North Andover, MA

GLOUCESTER PUBLIC SCHOOLS O'MALEY SCHOOL KITCHEN VENTILATION Gloucester, MA

GLOUCESTER PUBLIC SCHOOLS HIGH SCHOOL AUDITORIUM Gloucester, MA

HAVERHILL PUBLIC SCHOOL SILVER HILL ELEMENTARY SCHOOL, SCHEMATIC DESIGN, BOILER REPLACEMENT Haverhill, MA

HAVERHILL PUBLIC SCHOOLS MOODY PRESCHOOL, SCHEMATIC DESIGN, BOILER REPLACEMENT Haverhill, MA



PLANNING & DESIGN Maria.Mcdonnell@NV5.com 978.296.6223

#### **EDUCATION**

Southeastern Massachusetts University, BS, Mathematics

EXPERIENCE 36 years

AFFILIATIONS Illuminating Engineering Society (IES)

American Association of Electrical Engineers (AAEE)

Institute of Electrical and Electronic Engineers (IEEE)

Building Industry Consulting Service International, Inc. (BICSI)

#### **MARIA MCDONNELL**

#### **Senior Electrical Engineer**

Maria is a Senior Associate, Project Manager and Senior Electrical Engineer with NV5's Higher Education and Hospitality Design Team. She is responsible for the design and preparation of construction documents for power distribution systems, prime and emergency standby systems, fire alarm and security systems, lightning protection and lighting systems.

#### **Project Experience**

CITY OF LAWRENCE BRUCE SCHOOL HVAC UPGRADE Lawrence, MA

CITY OF LAWRENCE BOILER REPLACEMENT @ 4 SCHOOLS Lawrence, MA

CITY OF LAWRENCE LEONARD/TARBOX SCHOOL ROOFS Lawrence, MA

CITY OF LAWRENCE N. COMPLEX ED COMPLEX WINDOWS Lawrence, MA

CITY OF LAWRENCE ARLINGTON SCHOOL FIRE ALARM Lawrence, MA

CITY OF LAWRENCE EAST SCHOOL FIRE ALARM Lawrence, MA

CITY OF LAWRENCE ARLINGTON ELEMENTARY, FIRE PUMP Lawrence, MA

CITY OF LAWRENCE LAWRENCE HIGH SCHOOL LOBBY SECURITY RENOVATION Lawrence, MA

CITY OF LAWRENCE ENGINE 7 FIRE STATION BOILER REPLACEMENT Lawrence, MA

NORTH ANDOVER HIGH SCHOOL FIRE ALARM SYSTEM STUDY North Andover, MA ATKINSON ELEMENTARY SCHOOL CLASSROOM AND CAFETERIA UNIT VENTILATION REPLACEMENT North Andover, MA

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KELLER SULLIVAN ELEMENTARY-MIDDLE SCHOOL ROOFTOP AND MAKE-UP AIR UNIT REPLACEMENT Franklin, MA

WARE HIGH SCHOOL BOILER REPLACEMENT Ware, MA

CITY OF REVERE BEACHMONT SCHOOL UNIT VENTILATORS Revere, MA

CARLISLE PUBLIC SCHOOL WILKINS WING VRF COOLING Carlisle, MA

RANDOLPH HIGH SCHOOL BOILER REPLACEMENT Randolph, MA

CITY OF CHELSEA HIGH SCHOOL HVAC MODERNIZATION Chelsea, MA

TOWN OF FRANKLIN MUNICIPAL BUILDING BOILER REPLACEMENT Franklin, MA

FRAMINGHAM HIGH SCHOOL HVAC UPGRADE Framingham, MA

# NV5

#### RESUMES



PLANNING & DESIGN Keith.Giguere@NV5.com 978.296.6357

#### **EDUCATION**

BS, Electrical Engineering, Merrimack College

AA, Engineering Science, North Shore Community College

EXPERIENCE 30 years

#### REGISTRATIONS

Professional Engineer, Electrical: MA, NH, RI, WV

#### **KEITH E. GIGUERE, PE**

#### **Senior Electrical Engineer**

Keith is a Senior Electrical Engineer whose experience includes design for lighting, power, and distribution systems for healthcare, laboratory, research, sports, educational and corporate facilities. His services include the preparation of electrical construction documents, calculations, and due diligence reports using the latest National Electrical Code, NFPA, ADA and applicable requirements.

#### **Project Experience**

TOWN OF LONGMEADOW LONGMEADOW HIGH SCHOOL, AIR HANDLING UNIT REPLACEMENT Longmeadow, MA

TOWN OF WARE TOWN HALL EVALUATION Ware, MA

TOWN OF LONGMEADOW BOILER REPLACEMENT, CENTER ELEMENTARY SCHOOL Longmeadow, MA

TOWN OF LONGMEADOW WOLF SWAMP ROAD ELEMENTARY SCHOOL, BOILER REPLACEMENT Longmeadow, MA

SOUTHERN BERKSHIRE REGIONAL SCHOOL DISTRICT UNIT VENTILATORS/HVAC REPLACEMENT Sheffield, MA

BILLERICA PUBLIC LIBRARY HVAC REPLACEMENT Billerica, MA

CITY OF SPRINGFIELD CITY HALL CHILLER REPLACEMENT Springfield, MA

BOSTON CITY HALL ENERGY EFFICIENCY IMPROVEMENT STUDY Boston, MA

#### **CITY OF WESTFIELD**

PHASE 1 FEASIBILITY STUDY MUNICIPAL BUILDINGS Westfield, MA

TOWN OF FRANKLIN MUNICIPAL BUILDING BOILER REPLACEMENT Franklin, MA

CITY OF WESTFIELD CITY HALL HALL RENOVATIONS LIGHTING DESIGN Westfield, MA

CITY OF WESTFIELD CITY HALL ELECTRICAL AND PLUMBING RENOVATIONS Westfield, MA

PEABODY INSTITUTE LIBRARY HVAC UPGRADES Peabody, MA

AUBURN MIDDLE SCHOOL AND BRYN MAWR ELEMENTARY SCHOOL ROOF AND BOILER REPLACEMENTS STUDY Auburn, MA

STONEHAM HIGH SCHOOL BOILER INSTALLATION Stoneham, MA



PLANNING & DESIGN Sandrine.Mounier@NV5.com 978.296.6229

#### **EDUCATION**

BS, Energy Efficiency and Environmental Engineering, INSA, National Institute of Applied Sciences (Lyon, France)

#### EXPERIENCE 20 years

SANDRINE MOUNIER

**HVAC Designer** 

Sandrine is an HVAC designer responsible for developing construction documents and providing construction administration of HVAC systems for the USPS, educational buildings, offices and parking structures. Her experience includes developing mechanical layouts (heating, air conditioning, ventilation), load calculations and designing within a Revit environment.

#### **Project Experience**

CHELMSFORD HOUSING AUTHORITY FOSSIL FUEL SYSTEMS ELECTRIFICATION STUDY Chelmsford, MA

WARE HIGH SCHOOL BOILER REPLACEMENT Ware, MA

TOWN OF BURLINGTON TOWN HALL AND TOWN HALL ANNEX BUILDING, HVAC AND ROOF UPGRADES Burlington, MA

CITY OF REVERE BEACHMONT SCHOOL UNIT VENTILATORS Revere, MA

TOWN OF BILLERICA TOWN HALL REPLACEMENT CHILLERS Billerica, MA

LAWRENCE PUBLIC SCHOOLS BRUCE SCHOOL UNIT VENTILATORS & HVAC UPGRADE Lawrence, MA

CITY OF PITTSFIELD DESIGN SERVICES FOR PHS HEATING CONTROL SYSTEM UPGRADES Pittsfield, MA

CITY OF REVERE BEACHMONT VETERANS MEMORIAL SCHOOL, GARFIELD COMMUNITY SCHOOL AND ABRAHAM LINCOLN SCHOOL REPAIR PROJECTS Revere, MA BENTLEY UNIVERSITY

LACAVA CHILLER, AHU REPLACEMENTS Waltham, MA

NV5

BENTLEY UNIVERSITY FALCONE COMPLEX HVAC RENOVATIONS Waltham, MA

TOWN OF WINCHESTER LINCOLN ELEMENTARY SCHOOL, CHILLER REPLACEMENT Winchester, MA

#### **BENTLEY UNIVERSITY**

GYMNASIUM ROOF TOP UNIT REPLACEMENT Waltham, MA

PHILLIPS EXETER ACADEMY PHELPS SCIENCE BUILDING CHILLER REPLACEMENT Exeter, NH

TOWN OF FRANKLIN MUNICIPAL BUILDING BOILER REPLACEMENT Franklin, MA

CITY OF REVERE REVERE CITY HALL HVAC SYSTEM MODERNIZATION Revere, MA



PLANNING & DESIGN Daniel.Grivakis@NV5.com 978.296.6200

#### EDUCATION

BS, Mechanical Engineering Technology, Northeastern University

AA, CAD, Middlesex Community College

#### EXPERIENCE

15 years

#### DANIEL GRIVAKIS

**Mechanical Engineer** 

Dan is a passionate, energetic, committed and technically minded Senior level mechanical project engineer specialized in the building industry with over 15 years experience. Project experience has included the design of over 3,000,000 SF of HVAC, plumbing and fire protection systems for academic classrooms and labs at the university and secondary school levels, bio/pharma labs, commercial office fitouts, retail shopping centers and restaurants.

#### **Project Experience**

HAVERHILL PUBLIC SCHOOLS

SILVER HILL, GOLDEN HILL, PENTUCKET LAKE ELEMENTARY SCHOOLS, HVAC EQUIPMENT REPLACEMENT Haverhill, MA

GEORGE MASON UNIVERSITY\* FUSE MASON SQUARE: 350,000 SF ALL ELECTRIC MIXED USE ACADEMIC AND RESEARCH FACILITY® Fairfax, VA

NORTHEASTERN UNIVERSITY\* KRI CUI WET LAB Boston, MA

NORTHEASTERN UNIVERSITY\* KRI 150 LAB Boston, MA

WELLESLEY COLLEGE\* JEWETT HALL MODERNIZATION STUDY Wellesley, MA

CITY OF LYNN LYNN SENIOR CENTER RENOVATIONS Lynn, MA

AXCELIS TECHNOLOGIES COOLING TOWER STUDY, 108 CHERRY HILL DRIVE Beverly, MA

#### NASHOBA BROOKS SCHOOL

ARTS AND THEATER AREA RENOVATION Concord, MA

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BOSTON COLLEGE STAYER HALL, BOILER UPGRADE Chestnut Hill, MA

#### **AXCELIS TECHNOLOGIES, INC,**

IDF COOLING AND VAC-6 AND 9 REPLACEMENT, 108 CHERRY HILL DRIVE Beverly, MA

GLOUCESTER HIGH SCHOOL ADV MANUF COOLING

Gloucester, MA

\* with a previous firm



PLANNING & DESIGN Barry.Poitras@nv5.com 978.296.6365

EDUCATION Northeastern University, BS Electrical Engineering

EXPERIENCE 36 years

**REGISTRATIONS** Ortronics Certified Design Engineer Program (CDEP)

Hubbell Certified Design/Installer

3M Certified Firestopping Professional

AFFILIATIONS Building Industry Consulting Services International (BICSI)

#### **BARRY S. POITRAS, RCDD**

Associate Vice President | Director of Telecommunications & ESS Design

As director and Associate Vice President, Barry focuses on managing and designing all aspects of telecommunications engineering at NV5. Barry confirms that the design/build of structured cabling systems, including voice, data video, security and CCTV systems are accurate and complete. Among his areas of expertise are needs analysis, design and configuration of network infrastructure for various building types.

#### Project Experience

CITY OF HAVERHILL HAVERHILL HIGH SCHOOL Haverhill, MA

CITY OF WORCESTER NEW NORTH HIGH SCHOOL Worcester, MA

MSBA

QUINN MIDDLE SCHOOL (LEED GOLD CERTIFIED) Hudson, MA

MSBA BELMONTE MIDDLE SCHOOL Saugus, MA

TOWN OF NEWTON NEWTON NORTH HIGH SCHOOL, CCTV SURVEILLANCE Newton, MA

CITY OF LOWELL PUBLIC SAFETY E-911 AND EMERGENCY OPERATIONS CENTER UPGRADE Lowell, MA

CITY OF CHICOPEE HISTORIC CITY HALL RENOVATION Chicopee, MA DCAMM NEW ARMORY READINESS CENTER Methuen, MA

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CITY OF MANCHESTER NEW DPW & PUBLIC SAFETY COMPLEX Manchester, NH

TOWN OF BROOKLINE TOWN HALL RENOVATIONS Brookline, MA

TOWN OF BURLINGTON TOWN CENTER REDEVELOPMENT, BASE BUILDING, SHELL AND CORE RESIDENTIAL Burlington, VT

CAMBRIDGE HOUSING AUTHORITY REVITALIZATION OF MILLERS RIVER APARTMENTS Cambridge, MA

BOSTON PUBLIC FACILITIES DEPARTMENT CMF TRUCK WASH VEHICLE STORAGE AND MAINTENANCE BUILDING Boston, MA

T.F. GREEN AIRPORT SECURITY SCREENING CHECKPOINTS/INLINE EXPLOSIVE DETECTION DEVICES Warwick, RI



PLANNING & DESIGN John.Szto@NV5.com 978.296.6415

#### **EDUCATION**

BS, Mechanical Engineering, Wentworth Institute of Technology

#### EXPERIENCE 31 years

or jouro

#### JOHN SZTO-

#### **Plumbing / Fire Protection Engineer**

John is a senior designer with over 30 years of experience in the design of plumbing and fire protection systems. His project experience includes the design of various types of projects, including healthcare, hospitals, laboratories, pharmaceutical manufacturing plants, biologics facilities, biomedical research, medical imaging, educational facilities, nursing homes, commercial and institutional facilities.

#### **Project Experience**

LEARNING FIRST CHARTER PUBLIC SCHOOL 50 RICHLAND STREET Worcester, MA

TOWN OF BILLERICA TOWN HALL REPLACEMENT CHILLERS Billerica, MA

DCAMM MCCORMACK STATE OFFICE BUILDING, DATA CENTER SERVER ROOM COOLING Boston, MA

GLOUCESTER CITY HAL INTERIOR RENOVATIONS Gloucester, MA

CITY OF WORCESTER CITY HALL WATER SERVICE REPLACEMENT Worcester, MA

LAWRENCE PUBLIC SCHOOLS LEONARD, TARBOX AND LAWLER SCHOOL BOILER REPLACEMENT, AND HENNESSY BOILER REPLACEMENT AND HVAC UPGRADE Lawrence, MA NEEDHAM HOUSING AUTHORITY REDEVELOPMENT AT LINDEN STREET AND CHAMBERS STREET ELDERLY DEVELOPMENT Needham, MA

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WORCESTER HOUSING AUTHORITY ELM PARK TOWER EMERGENCY REPAIR Worcester, MA

WORCESTER HOUSING AUTHORITY FIRE SUPPRESSION SYSTEMS STUDY Worcester, MA

DAVIS -THAYER ELEMENTARY SCHOOL EXISTING FACILITY EVALUATION UPDATE Franklin, MA

PHILLIPS ACADEMY PARESKY COMMONS, GREASE WASTE STUDY Andover, MA CGKV Architects, Inc.

and West Elementary School in Andover, MA.

New Jersey Institute of Technology

School of Architecture Bachelor of Architecture

Massachusetts #30126

New Jersey #21AIO1442800

#### Ernesto Vazquez, AIA, NCARB, LEED AP

Education

Architectural Registration

Professional Experience NCARB Certificate #54641
LEED Accredited Professional
Ernesto "Ernie" Vazquez, AIA, LEED AP is President and co-founder of CGKV Architects, Inc. and has over 25 years of experience in the field of Architecture. Prior to founding CGKV Architects, Inc., Mr. Vazquez spent 9 years at Cole and Goyette, Architects and Planners Inc. As Project Manager, Mr. Vazquez's experience at Cole and Goyette included the addition and renovation to the Jeremiah E. Burke High School in Dorchester, MA. His responsibilities on the project included schematic site design, space programming, concept plans, and construction documents. He has also worked on several other educational buildings in Quincy, Massachusetts, including the New Quincy High School and the renovations to the existing QHS. Mr. Vazquez also assumed the role of Project Captain for the renovation of The Hemenway School in Hyde Park, MA, Memorial Hall Library

Prior to joining Cole and Goyette, Mr. Vazquez was the Project Manager on numerous multi-million dollar housing projects, located throughout the Northeast. His responsibilities on these houses included site design, schematic design, design development, zoning and code reviews, construction documents, and extensive construction administration. He participated heavily during construction on several design build and fast track projects, and worked closely with many contractors and consultants on a daily basis. These residences were mainly high end custom designed homes, and ranged from 3,000 to 25,000 square feet.

Mr. Vazquez also has overseen several commercial projects and renovations to retail spaces. The commercial renovations included several restaurants, but were mainly retail spaces located in shopping malls. The clients for these commercial spaces included Burger King, Quick Chek, and Payless Shoes. His responsibilities in these projects ranged from initial pre-design to construction administration.

Related Professional Experience/ Publications Member, Boston Society of Architects Member, American Institute of Architects MCPPO Certified School Project Designer and Owner's Project Manager

Mr. Vazquez presented computer generated images at the Computer Graphics Conference on Architectural Design in Las Vegas. The images were part of a presentation on advanced computer graphics in the field of architecture and were awarded a silver medal. The computer images were also published in "The CFA/CADD Manager" Vol. 1 and "C-Graph 91". CGKV Architects, Inc.

Jason Knutson, AIA, Principal

Education

lowa State University College of Design Bachelor of Architecture

Massachusetts #10282

Architectural Registration

Professional Experience Jason Knutson, AIA, Secretary / Treasurer of CGKV Architects, Inc., has over 26 years of experience in architectural design and construction administration, with an emphasis on educational, institutional, and commercial projects for public and private clients.

Mr. Knutson has particular experience with comprehensive school renovation projects involving multitudes of consultants. He led CGKV's efforts in the multi-phase renovation of Oxford Middle School in Oxford, MA, which included complete roof replacement, window and door replacement, HVAC systems replacement, interior finishes improvements, and accessibility upgrades. Mr. Knutson has overseen multiple interior and exterior renovation projects for South Shore Charter Public School in Norwell, MA, and worked with Roxbury Prep Charter School in Boston, MA on three feasibility studies for a new High School campus.

Since 2010, Mr. Knutson has overseen MSBA Green Repair Program and Accelerated Repair Program renovation projects at thirty schools in fourteen different school districts in the Commonwealth of Massachusetts, including Lowell (6 schools), Ware (2 schools), Auburn, Springfield (7 schools), Gloucester (5 schools), Stoughton, Nashoba Valley Technical, Pioneer Valley (3 schools), Pentucket Regional, Westport (3 schools), Fairhaven, Grafton (2 schools), and Wayland.

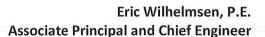
In addition to educational work, Mr. Knutson has experience with a variety of public and private design and construction projects, including the interior renovation of the historic Norfolk County Registry of Deeds in Dedham, MA; building envelope improvements at the Area E-5 Boston Police Station in West Roxbury, MA; a building assessment study of the Andover Newton Theological School campus in Newton, MA; roof replacement at the main branch of the Boston Public Library; and over a dozen projects for the Massachusetts Port Authority's Residential Sound Insulation and Noise Mitigation Programs.

CGKV and Mr. Knutson have also been hired by a number of engineering firms to provide Architectural designer services for projects such as the renovation of the Massachusetts State Police Academy Firearms Range, New Braintree, MA and a study for mechanical system upgrades at Western Massachusetts Hospital. Mr. Knutson worked with Environmental Partners on a number of wastewater and water treatment projects including Water Pollution Control Facility Improvements in Gloucester, MA; the Plain Street Water Treatment Plant and the Muddy Pond Pump Station in Stoughton, MA; the Well No. 4 Replacement Pump Station in Easton, MA; and the Wells 3 & 4 Water Treatment Plant in Medfield, MA.

Prior to founding CGKV Architects, Inc., Mr. Knutson spent 15 years at Cole and Goyette, Architects and Planners Inc.

Member, Boston Society of Architects Member, American Institute of Architects MCPPO Certified School Project Designer and Owner's Project Manager Architecture Advisory Council, Iowa State University, 2008-2011 Boston Society of Architects Research Grant, 2004

Related Professional Experience





#### QUALIFICATIONS

Mr. Wilhelmsen is a Registered Professional Engineer with more than 25 years of experience in project management, design and permitting for commercial, residential and industrial developments in New England, and is familiar with lean construction concepts and principles. He has prepared construction plans and specifications for the design of residential and commercial engineering projects ranging from site plans, layouts, grading, stormwater and utility plans. He has had extensive experience with the Massachusetts School Building Authority projects providing feasibility studies, schematic designs, construction documents and construction administration. Further, he is experienced in site permitting with various local and state departments, including the preparation and presentation of projects to regulatory boards in a public hearing format, and interaction with stakeholders and review and regulatory agencies.



Mr. Wilhelmsen has extensive experience with the Massachusetts Wetland Protection Act and Local Wetland by-laws as well as MEPA thresholds, procedures, schedules and jurisdiction. He is well versed in modern stormwater management techniques, including low impact development. He is familiar with Title 5 regulations, policies and interpretations pertaining to Subsurface Sewage Disposal Systems.

#### **EXPERIENCE**

#### Site Development

Mr. Wilhelmsen has served as the project engineer on numerous and diverse site development projects. Projects have included residential, commercial, institutional, recreational, educational, and hospital sites. This work has involved utilities, roadways and parking areas, pedestrian facilities, grading, erosion and sediment control, stormwater management, and permitting required for the work. Many projects have also included construction administration services.

#### **Stormwater Management**

Mr. Wilhelmsen has been responsible for stormwater evaluation, design, treatment, and management systems for several private and public projects. These include both open channel and piped systems. He has designed various treatment systems to provide water quality treatment, infiltration for groundwater recharge, and peak flow attenuation, based on hydraulic and hydrologic studies and modeling. He has prepared erosion control and construction site stormwater management plans for numerous sites.

#### **Computer Design**

Mr. Wilhelmsen is proficient in AutoCAD Civil 3D and has developed plans for various projects. This work has included site plans, utility plans and profiles, roadway plans, profiles, and sections, erosion control and stormwater management plans, and numerous figures for planning, analysis, and presentation. He is also skilled in Haestad Methods, Hydrocad, as well as various hydraulic modeling software packages.

#### **EDUCATION**

B.S. Civil Engineering, University of Massachusetts-Lowell

#### **REGISTRATIONS/CERTIFICATIONS**

Professional Engineer: MA #41596, RI #0011457, CT #32523, NH #15497, NY #096280, and ME #15135

MA Certified Soil Evaluator MA Title 5 System Inspector MA Hydric Soil Evaluator MA SIT



#### Susan Cahalan, PG, ALM, ISSP-SA Associate, Director of Sustainability & Building Sciences

#### QUALIFICATIONS

Ms. Cahalan has 20+ years of consulting experience in preconstruction building assessments, environmental site investigation, risk assessment, environmental compliance auditing, brownfields site redevelopment, environmental permitting, remediation system feasibility studies and design, due diligence environmental assessments and coastal/ oceanographic environmental impact studies. Ms. Cahalan's current responsibilities include preconstruction assessments



of asbestos and other hazardous materials contained in buildings, brownfields site data analysis, management of impacted soil and groundwater at construction sites, project reporting under the MCP, and the completion of risk assessments for a variety of public and private sector clients. She also has extensive experience in waste characterization and disposal alternatives.

#### EXPERIENCE

#### **Building Hazardous Material Assessments**

Ms. Cahalan's current responsibilities include preconstruction assessments of asbestos and other hazardous materials contained in buildings, brownfields site data analysis, management of impacted soil and groundwater at construction sites, project reporting under the MCP, and the completion of risk assessments for a variety of public and private sector clients. She has extensive experience in waste characterization and disposal alternatives.

#### **Asbestos Consulting Services**

Ms. Cahalan has hands on field experience providing asbestos consulting services for inspections, reporting, contractor liaison, resolving abatement work issues/discrepancies to meet regulatory requirements and tight schedules with special consideration for building occupants. She has developed site-specific specifications and when needed, prepared abatement work plans. She has performed asbestos inspection services through construction documents.

#### **Environmental and Remedial Investigations**

Ms. Cahalan has performed and managed hundreds of environmental assessments and subsurface investigations in Massachusetts, Connecticut, New Hampshire, and Maine, and has conducted historical research for due diligence assessments for real estate transactions. She has performed and supervised subsurface investigations, soil gas surveys, surface water, sediment and groundwater sampling, and coordinated field soil and groundwater sampling events. She has investigated sites contaminated with gasoline, fuel oil and other petroleum compounds, polynuclear aromatic hydrocarbons, heavy metals, cyanide, coal tar, volatile organic compounds, chlorinated solvents, and polychlorinated biphenyls.



#### **Facility Compliance**

Ms. Cahalan has performed facility compliance audits for several clients, including public agencies. She also prepared Spill Prevention Control and Countermeasure Plans and a combined emergency response plan for a large industrial site, combining all regulatory requirements for emergency response into one document. Previously, as a project manager for an international environmental consulting firm, Ms. Cahalan managed client objectives and regulatory deadlines for multiple sites impacted with petroleum hydrocarbons. She also performed remediation system design and optimization, often on time-critical projects. She has completed regulatory site closures for sites by evaluating site data and applying appropriate Method 1, 2, and 3 risk characterizations under the MCP.

#### EDUCATION

B.A. Business Management, Massachusetts College of Liberal Arts, North Adams
B.S. Geology, Minor in Marine Studies/Oceanography, Northeastern University, Boston
M. A. Sustainability and Environmental Management, Harvard University Extension, Boston
Lead Graduate Teaching Fellow, Environmental Management & Sustainability, Harvard
Extension, Cambridge (Current)

#### **REGISTRATIONS/CERTIFICATIONS**

State of New Hampshire Licensed Professional Geologist #371, Certified Sustainability Associate 2015 Massachusetts Licensed Asbestos Inspector #AI060784 Massachusetts Asbestos Project Designer #AD900377 Rhode Island Asbestos Inspector #AAC-1023 Rhode Island Asbestos Project Designer #AAC-1023 OSHA HAZWOPER 40-Hr Hazardous Waste Operations and Emergency Response Conservation Commissioner Co-Chair (Current)

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#### Lim Consultants, Inc.

6 Pleasant St, Suite 520, Malden, MA 02148 ■Tel.781/338-9300 ■ Fax 781/338-9310 ■cye@limconsultants.com

Christine D. Ye, P.E. *Principal* MA Registration: 41079, Structural

Project Assignment Structural Engineer / Project Manager

Professional Experience Ms. Ye has over twenty years of experience in building design. She has been involved in all phases of the development, design and project management for various types of structures that include: educational facilities, research and development laboratories, judicial facilities, hospitals, hotels, transportation facilities, and residential buildings. Her project experience includes:

- Ames Library, Illinois Wesleyan University, Bloomington, Illinois
- Allston Branch Public Library, Boston, MA
- Boston Renaissance Charter Public School Renovation and Addition, Hyde Park, Boston, MA
- Braintree South Middle School, Braintree, MA
- Charlton College of Business Expansion, UMass Dartmouth, MA
- Chelsea Soldiers Home, Chelsea, MA
- Coburn Elementary School, West Springfield, MA
- Comfort Inn, Revere, MA
- Concord Highland Housing, Cambridge, MA
- Goodyear Elementary School, Woburn, MA
- Harbor Village Housing, Gloucester, MA
- Hyannis Intermodal Transportation Center, Hyannis, MA
- Holyoke Soldiers Home, Holyoke, MA
- Lyons Elementary School, Randolph, MA
- Mandel Center, Case Western Reserve University, Cleveland, OH
- Massachusetts College of Art New Residence Hall, Boston, MA
- Massachusetts General Hospital Museum, Boston, MA
- MBTA Charles Street Station Head House, Boston, MA
- MBTA Government Center Green Line Station Head House and Blue Line Egress Head House, Boston, MA
- Haywood House Housing, Newton, MA
- New Life Science Laboratories. University of Massachusetts, Amherst, MA
- New Library Commons, Massachusetts Maritime Academy, Buzzards Bay, MA
- Northeast Regional Youth Center, DYS, Middleton, MA
- Pulichino Tong Business Building, University of Massachusetts, Lowell, MA
- Social Sciences Building and Classroom Building, University of Connecticut
- Simmons College Fens Dining Renovation and Expansion, Boston, MA
- Smith House Renovation, Boston, MA
- Southbridge Middle School and High School, Southbridge, MA
- St. Ann's Home Adolescence Center, Methuen, MA
- Thompson Elementary School, Arlington, MA
- USFWS Parker River NWR Regional Headquarter, Newburyport, MA
- VA Medical Center Power Plant, West Haven, CT
- White Stadium, Boston, MA
- Worcester Trial Court, Worcester, MA
- Worcester Dining Commons, UMass Amherst, MA

Education

MS in Structural Engineering, Northeastern University, Boston, MA BS in Civil Engineering, Southeast University, Nanjing, China



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#### PLYMOUTH COMMUNITY INTERMEDIATE SCHOOL HVAC MODERNIZATION

#### PLYMOUTH, MA

Comprehensive MEP evaluation of the existing HVAC systems, and design services for a new system. Initial report provided the school with a detailed assessment of the existing conditions and several viable options to resolve the deficiencies with the existing heating, ventilating and A/C systems. The new HVAC system, including an energy recovery and a chilled beam/induction system, is one of the first of its kind to be installed in Mass., estimated to save the town between \$500,000 and \$1 million annually while providing high indoor air quality.



#### MSBA, MEDFORD HIGH SCHOOL BOILER REPLACEMENT

#### MEDFORD, MA

Engineering study and design for boiler replacements at the Medford High School as part of the MSBA Accelerated Repair House Doctor Contract.



#### HAVERHILL PUBLIC SCHOOLS, HAVERHILL HIGH SCHOOL, TILTON, HUNKING AND WHITTIER

#### HAVERHILL, MA

Study, design and construction phase services to renovate the existing low pressure steam boiler plants in three elementary schools and three boilers at the High School. The projects involved the replacement of all boilers and associated systems with new boilers and equipment.



## WINCHESTER HIGH SCHOOL, HVAC SYSTEM RENOVATION/REPLACEMENT

WINCHESTER, MA

Prime project management for engineering, design, and construction administration services for the replacement of the two existing oil fired steam boilers with four new gas fired steam boilers, associated interior gas piping, and associated electrical systems.

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## MSBA, CUTLER ELEMENTARY SCHOOL HVAC SYSTEM

#### · HAMILTON, MA

Prime mechanical and electrical engineering feasibility study and design services for the modernization of the 40,000 SF elementary school's HVAC system. MSBA funded project with a Project Costs totaling \$1.57M.



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#### MSBA, RALPH D. BUTLER ELEMENTARY SCHOOL HEATING SYSTEM REPLACEMENT

#### AVON, MA

Mechanical, electrical, and project management services for the replacement of the heating system at the 24 classroom elementary school which was constructed in 1963. Project included demolition and disposal, including asbestos abatement, and replacement of the entire heating system including the boilers, distribution system, terminal equipment, temperature controls and all related appurtenances and equipment.



#### NARRAGANSETT HIGH SCHOOL, BIOMASS BOILER INSTALLATION

#### **BALDWINVILLE, MA**

Design for a new biomass (woodchip) heating plant at Narragansett Regional School District's (NRSD) middle and high schools. The project included designing a new hot-water biomass (woodchip) boiler system and new back-up propane boilers within the existing boiler plant. Also, a new chip storage facility (bunker) and conveying system was constructed to feed the biomass plant. The new biomass heating plant provides a highly renewable energy source that is in keeping with NRSD's commitment to sustainability



#### HVAC MODERNIZATION PROJECT AT THREE ELEMENTARY SCHOOLS

#### WINCHESTER, MA

Mechanical and electrical engineering services at Lynch Elementary School, McCall Middle School, and Muraco Elementary Schools including investigating the existing HVAC system; replacing existing boilers and ancillary systems with new boilers; evaluation and upgrading of code issues (combustion air, boiler safeties, ventilation, refrigerant purge system, etc.); and upgrading existing controls system.

#### TOWN OF WELLESLEY, MIDDLE SCHOOL HVAC UPGRADES WELLESLEY, MA

 Prime mechanical engineering services for assessing and investigating the secondary piping distribution systems (steam and hot water, traps, valves, etc.), the existing steam boilers, heat exchangers, and connections up to terminal heater units. Scope included making recommendations regarding replacement of portions of the existing secondary piping distribution system, based on observed leaks, deterioration, and the estimated remaining service life. Additionally, work included evaluating the technical, construction, and economic feasibility of heating three large wings of the school with new high-efficiency, condensing boilers, rather than the existing system which utilizes steam boilers with heatexchangers. The project goal was to evaluate and analyze key elements of the existing heating systems and appurtenances for the purpose of identifying potential projects to replace or modify

certain elements of the system.

#### BROCKTON PUBLIC SCHOOLS, BOILER ROOM RENOVATIONS IN KENNEDY SCHOOL, HUNTINGTON SCHOOL, CROSBY BUILDING, HANCOCK SCHOOL BROCKTON, MA

Study, design and construction phase services to replace the existing boilers, boiler feed and condensate units, oil pumps, and domestic hot water heater, replacement/renovation of breeching and combustion air, exhaust and classroom unit ventilators, building temperature controls, piping, valves, and steam traps.

#### NORTH ANDOVER PUBLIC SCHOOLS, FRANKLIN, BRADSTREET, ATKINSON AND KITTREDGE ELEMENTARY SCHOOLS NORTH ANDOVER, MA

Study, design and construction phase services to replace the existing boilers, boiler feed and condensate units, oil pumps, and domestic hot water heater, replacement/renovation of breeching and combustion air, exhaust and classroom unit ventilators, building temperature controls, piping, valves, and steam traps.

#### BRADSTREET ELEMENTARY SCHOOL, HVAC RENOVATION NORTH ANDOVER, MA

Design, bidding and construction administration services for the heating system renovation including replacement of boiler, boiler feed, condensate units and domestic hot water heater, boiler room equipment (breeching and combustion air), exhaust and classroom unit ventilators, building temperature controls, and steam traps.

#### BOSTON PUBLIC FACILITIES DEPARTMENT, TAFT MIDDLE SCHOOL HEATING SYSTEM EVALUATION BRIGHTON, MA

NV5

Heating system evaluation to accommodate architectural renovations and design of new combustion air system to the boiler room and rerouting of existing piping.

#### BOSTON PUBLIC SCHOOLS, UMANA-BARNES AND JOSEPH P. TYNAN SCHOOLS HVAC SYSTEM RENOVATIONS BOSTON, MA

Design and construction services to replace the HVAC and electrical systems including new gas fired boilers, chillers, and controls.

#### UPPER CAPE COD REGIONAL TECHNICAL SCHOOL BOURNE, MA

Study of the existing heating and ventilating systems within the 116,000 SF school including recommendations and cost estimates on modifications needed to bring the systems up to current standards.

#### FULTON ALTERNATIVE SCHOOL, BOILER REPLACEMENT MEDFORD, MA

Study, design and construction phase services for a boiler replacement including the installation of new boilers; upgrade of feed tank system and pumps; upgrade of steam system, controls and replacement of steam traps throughout the building; and upgrade of electrical and lighting systems.

#### GIBBONS MIDDLE SCHOOL HVAC SYSTEM RENOVATIONS WESTBOROUGH, MA

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Design and construction services for heating and ventilation system renovation including replacement of two HB Smith boilers with new hot water boilers; upgrades to the pneumatic temperature control system for the original building; and addition of DDC front-end system.

#### HILLSIDE ELEMENTARY SCHOOL HVAC REPLACEMENT NEEDHAM, MA

Design and construction administration services for replacement of boiler and heating and ventilating systems.

#### NEEDHAM HIGH SCHOOL, BOILER ROOM RENOVATIONS NEEDHAM, MA

Design for boiler room systems renovation including installation of 800-gallon vacuum feed tank, conversion of two heavy oil burners to No. 2 oil, and installation of a duplex oil pump set, oil piping loop, and piping header for oil tank interconnection.

#### LOWELL PUBLIC SCHOOLS, PHASE I FEASIBILITY STUDY AND UPGRADE RECOMMENDATIONS OF THE HVAC SYSTEMS AT 28 SCHOOLS LOWELL, MA

MEP feasibility study and report of the HVAC systems and related equipment in 28 schools for the City of Lowell. Scope of work included a systematic evaluative audit of schools' boilers, rooftop units, heaters, thermostats, and system valves. Final report included life expectancy estimates of all equipment, system efficiency calculations, equipment inadequacies, life safety issues, status of current code compliance, cost estimates including utility rebate incentives, and final recommendations based upon building demands and manufacturer's specifications. Total project costs were estimated at \$1 million and required schools to remain operational during renovation.

#### RODERICK ELEMENTARY SCHOOL, BOILER REPLACEMENT WRENTHAM, MA

Design and construction phase services to remove the existing boilers, burners/controls, associated piping, and asbestos, and install new boilers and associated equipment to make system operational. Services included an evaluation of options and estimated costs to replace one boiler/burner with a conventional type system versus replacement of boilers with a high efficiency type system.

#### HAVERHILL HIGH SCHOOL, HEATING AND VENTILATION UPGRADES HAVERHILL, MA

Design and construction phase services for the replacement of the existing steam heating equipment throughout the school. The project included replacement of the unit ventilators, air handling units, unit heaters, fin-tube radiators, new steam-to-hot water heat exchangers, base-mounted hot water pumps, hydronic accessories, insulated piping distribution throughout the school, new DDC temperature controls, testing and balancing.

#### WEST JUNIOR HIGH SCHOOL, BOILER REPLACEMENT BROCKTON, MA

Construction phase services for removal and replacement of boiler, upgrade associated heating equipment, upgrade the existing steam system and controls to interface with Yankee Technology System and replace the power and wiring.

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#### WEST JUNIOR HIGH SCHOOL, SECOND BOILER REPLACEMENT BROCKTON, MA

Design, bidding and construction phase services to remove and replace the existing boiler, upgrade associated heating equipment, upgrade controls to interface with Yankee Technology System and replace the power and wiring.

#### VETERANS MEMORIAL HIGH SCHOOL BOILER RENOVATION STUDY AND DESIGN PEABODY, MA

Mechanical/electrical engineering and bidding services for the study of recently installed Superior Firetube boilers. NV5 reviewed available liquid-to-liquid heat exchangers, evaluating the existing domestic hot water system, and recommending a "shell and tube" or plate type heat exchanger based on "life-cycle" projections. NV5 also provided the design for the installation of the recommended heat exchanger including electrical power and ATC Interface.

#### MURACO ELEMENTARY SCHOOL, HVAC REPLACEMENT/UPGRADE WINCHESTER, MA

MEP design and project management services for the replacement/ rehabilitation of the HVAC system in the 55,000 SF elementary school. Scope of services included life cycle costing analyses for each proposed design option, rebate requisition assistance; cost estimates, investigation of innovative energy-efficient systems (geothermal, wind, etc.).

#### ANDOVER WEST ELEMENTARY SCHOOL, BOILER REPLACEMENT ANDOVER, MA

Engineering services for the removal of two HB Smith sectional cast iron boiler, and design of mechanical and electrical systems to install a new boiler in same location with duel a fuel fired burner. RDK also provided piping connections (low pressure steam, low pressure condensate, drain, etc.) and electrical connections.

#### CROWELL ELEMENTARY SCHOOL, BOILER REPLACEMENT HAVERHILL, MA

MEP design and construction phase services for removal and replacement of boiler, upgrade of associated heating equipment, power and wiring.

#### NEWTON PUBLIC SCHOOLS, BURR AND WARD SCHOOLS, BOILER REPLACEMENT NEWTON, MA

Design and construction to replace the boilers and related equipment. Project included work with Keyspan for increased gas delivery and pressure to meet the needs of the new equipment.

#### ZERVAS SCHOOL, BOILER REPLACEMENT NEWTON, MA

Design, bidding and construction phase services to remove and replace the heating system equipment in the school including the installation of a new dual fuel boiler and evaluation and upgrade of code issues. The existing steam system was upgraded and steam traps were replaced throughout the boiler room.

#### HORACE MANN SCHOOL, BOILER REPLACEMENT NEWTON, MA

Engineering design services for the removal of the 450 mils HB Smith 9 section cast iron boiler, with a new boiler. NV5 re-used the burner and ID fan, evaluated code issues, such as combustion air and boiler safeties, installed new pump set to provide proper flow, and modified the breeching to accommodate the new boiler.

#### KENNEDY MIDDLE SCHOOL BOILER NATICK, MA

Prime project management for engineering, design, and construction administration services for the replacement of the two existing oil fired steam boilers with four new gas fired steam boilers, associated interior gas piping, and associated electrical systems.

#### MAPLESHADE SCHOOL, BOILERS REPLACEMENT EAST LONGMEADOW, MA

Prime MEP engineering design for the replacement of two Smith steam cast iron boilers with two new, wall-hung hydronic highefficiency gas-fired boilers. Design also included all new supply and return lines.

#### HUDSON SCHOOL ADMINISTRATION BUILDING BOILER REPLACEMENT HUDSON, MA

NV5

Prime project management for engineering, design, and construction administration services including an initial engineering evaluation of the heating system and electrical service at the School Administration Building. Work included an in-depth feasibility report of our findings, with recommendations, options, and cost estimates for a new building wide HVAC system and electrical service, associated interior gas piping, and associated electrical systems.

#### GREATER LAWRENCE TECHNICAL HIGH SCHOOL HVAC UPGRADES ANDOVER, MA

Engineering services the HVAC replacement at the Greater Lawrence Technical School. Scope involved a modernization of the HVAC system that addressed air conditioning and heating issues within the building, including replacement of the existing chiller; and installation of ventilation systems. Work also involved evaluating alternative systems such as tri-gen, and utilizing waste heat for the natatorium.

#### SOUTH SHORE VOCATIONAL TECHNICAL HIGH SCHOOL BOILER REPLACEMENT HANOVER, MA

Mechanical and associated electrical engineering services for the replacement of a H.B. Smith cast iron sectional boiler, as well as associated HVAC upgrades within the boiler room. Scope included an evaluation of operation and design of existing boilers; providing design for the replacement of the boiler/select new boiler(s)/ and specifying replacement units; upgrade associated boiler room appurtenances such as combustion air, venting, valving safeties, power and lighting as needed to facilitate the new boilers; and evaluation for making prescriptive application to the Utility Company for rebates.

#### GEORGETOWN MIDDLE-HIGH SCHOOL, HVAC EQUIPMENT REPLACEMENTS GEORGETOWN, MA

Prime engineering assessment and development and preparation of final plans, specifications, and other bid documents for the replacement of 31 rooftop mounted exterior HVAC units and 33 interior HVAC unit in operation (they are least efficient during startups). A new buffer tank was provided to help maintain efficiency. This was a Chapter 149 project. Designed completed but not constructed.

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#### HYANNIS EAST ELEMENTARY, HEATING SYSTEM REPLACEMENT HYANNIS, MA

Mechanical and electrical design and construction administration services for the replacement of the school's heating system with an energy efficient, gas-fired heating system. Scope of services include: full feasibility study of existing conditions; cost estimates; life cycle costing analyses for proposed systems. East Elementary School is a two-story, 45,000 SF school building built in 1950.

#### MSBA, BELLINGHAM MIDDLE SCHOOL HVAC UPGRADES/BOILER REPLACEMENT

BELLINGHAM, MA (AN MSBA GREEN REPAIR PROGRAM PROJECT)

Mechanical and electrical engineering services for the replacement of two gas-fired Cleaver Brooks 200 BHP fire tube boilers, as well as upgrades to the HVAC and controls systems.

#### TRI-COUNTY VOCATIONAL TECHNICAL HS DOMESTIC HOT WATER SYSTEM AND CHILLER UPGRADES FRANKLIN, MA (AN MSBA GREEN REPAIR PROGRAM PROJECT)

As part of the MSBA's Green repair Program, NV5 provided prime consulting services (mechanical and associated electrical engineering) for the replacement of two 250 ton chillers and upgrades to the two 1600 gallon hot water storage tanks and gasfired boiler within the 950-student technical high school.

#### KENNEDY ELEMENTARY SCHOOL, HEATING/ ELECTRICAL IMPROVEMENTS

FRANKLIN, MA

Prime engineering design services for the replacement of the heating system and upgrades to the electrical system and expansion of the DDC controls at the single-structure, 1965 school building. This fast-track project involved replacement of the terminal-heating units and adding new DDC controls to existing unit ventilators. Extra wiring circuits in classrooms and the addition of domestic hot water to the classroom sinks as also part of the scope of services.

#### OXFORD MIDDLE SCHOOL, HVAC STUDY AND BOILER REPLACEMENT

#### OXFORD, MA

Engineering services for the study of the HVAC systems at the Oxford Middle School. NV5 identified key issues and provided recommendations to address the repair and replacement of the existing systems. Based on these recommendations, NV5 also provided design services to replace the 40+ year old boiler, with a new high efficiency boiler plant.

#### MSBA, MOUNT EVERETT REGIONAL HIGH SCHOOL, PELLET-FIRED BOILERS SHEFFIELD, MA

Engineering services for two new pellet-fired boilers and one new oilfired back up boiler at the 210,000 SF Mount Everett Regional High School. The facility had been served by three Weil McLain boilers which served the entire complex. The boilers were vintage 1991, oil-fired, and had outlived their useful lives and are being demolished. A pellet-fired boiler replaced the existing boilers and anticipates an annual fuel savings of 67,600 gallons of oil and a \$76,631 annual lifecycle cost savings. The two pellet-fired boilers are 1,843 MBH output each. There is a new outdoor silo that was provided and auger system that brings the pellets to the boilers. The new oil-fired boiler is sized at 5,313 MBH output which is sized for peak load and backup. The system was designed so that the pellet boilers would operate most efficiently. The pellet-fired boilers are most efficient when they are constantly in operation (they were least efficient during start-ups). A new buffer tank was provided to help maintain efficiency.

#### MSBA, ACCELERATED REPAIR PROGRAM, BOSTON SCHOOLS, WINDOW AND DOOR REPLACEMENTS, DESIGN AND CONSTRUCTION ADMINISTRATION BOSTON, MA

Site survey to review the HVAC, electrical, and electronic security systems and equipment in place. This survey provided a review of existing equipment and the suitability for reuse or replacement. Scope also included removal and/or replacement of HVAC equipment at modified door openings.

#### AUBURN HIGH SCHOOL, HVAC UPGRADES AND REPLACEMENT AUBURN, MA

Prime MEP study and design services for upgrades to the HVAC system. Work focused on improved climate control; AC system for the gym; and improvements to the locker room exhaust system and board room ventilators.

#### PLYMOUTH WEST ELEMENTARY SCHOOL (PWES) HVAC RETROFIT PLYMOUTH, MA

MEP engineering study, design, bidding, and construction administration services for replacing the HVAC systems and equipment in the 60,000 SF elementary school. NV5 served as the prime firm managing the project as well as a multi-disciplined team of subconsultants. A major goal of the project was to investigate alternative fuel sources, equipment and system options; investigate utility rebate incentives; and provide a cost effective HVAC system that would improve indoor air quality and decrease energy consumption.

#### FRANKLIN ELEMENTARY SCHOOL, AIR CONDITIONING SPECIAL EDUCATION CLASSROOM NORTH ANDOVER, MA

Prime engineering services involving providing air conditioning to two special education classrooms.

#### BLACKSTONE MILLVILLE ELEMENTARY SCHOOL, BOILER REPLACEMENT PROJECT MILLVILLE, MA

Prime mechanical and associated electrical engineering for the boiler replacement at the Blackstone-Millville Elementary School. The project consisted of the replacement of two boilers, which heat the entire building. The building had a 10,000 gallon underground storage tank and was heated by oil. The piping from the oil tank to the building was in need of replacement.

#### TOWN OF SWAMPSCOTT, HADLEY ELEMENTARY SCHOOL, BOILER REPLACEMENT PROJECT SWAMPSCOTT, MA

- Prime MEP design for the replacement of boilers at the Hadley Elementary School consisting of a review and evaluation of the existing conditions and providing prioritized recommendations for the replacement and any other necessary modifications, including cost estimates and time schedules for each recommendation. The Hadley Elementary School is a four story, exterior brick masonry bearing wall and interior reinforced concrete floor slab structure originally
- constructed in 1911 with a 1925 addition known as the Annex. The annex is a three story exterior brick masonry bearing wall and interior reinforced concrete floor slab altogether totaling 51,542 SF.

#### NORTH ANDOVER HIGH SCHOOL, IT ROOM AIR CONDITIONING DESIGN NORTH ANDOVER, MA

Prime engineering design and construction administration oversight services for the installation of a new computer room air conditioning system for the IT Room at the North Andover High School. The new air conditioning system designed to be the main source of cooling for the IT Room and the existing air conditioning system will serve as a backup unit. C. 149 Project.

#### SOUTHERN BERKSHIRE REGIONAL SCHOOL DISTRICT, HVAC REPLACEMENT SHEFFIELD, MA

Prime MEP engineering services for the Southern Berkshire Regional School District consisting of MEP upgrades to the existing systems per the schematic design. NV5 also included services of a structural engineer for rooftop mounted equipment, and architect for detailing of any chases/enclosures.

#### CITY OF PITTSFIELD, DESIGN SERVICES FOR PITTSFIELD HIGH SCHOOL HEATING CONTROL SYSTEM UPGRADES

PITTSFIELD, MA

Prime HVAC/controls and electrical engineering design services for the full design, bidding and construction administration services for the upgrade of the existing heating system controls for the Pittsfield High School. After the installation of the new controls, the City will be able to not only control the boilers, but view and control the individual units in the building to control temperatures, air ducts and proper ventilation. The new systems will allow the City to determine any obvious issues of boilers not working, room units not working, vents not opening and overheating issues.

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#### ATKINSON ELEMENTARY SCHOOL, CLASSROOM AND CAFETERIA UNIT VENTILATION REPLACEMENT NORTH ANDOVER, MA

Mechanical and electrical engineering design services the replacement of 17 classroom unit ventilators located on the first and second floors of the Academic Wing and in the cafeteria of the Atkinson Elementary School. The existing steam unit ventilators were replaced with new units based on similar heating capacity with new DDC controls interfaced with the town wide energy management system.

#### FRANKLIN ELEMENTARY SCHOOL, CLASSROOM UNIT VENTILATION REPLACEMENT NORTH ANDOVER, MA

Prime design engineering services for the replacement of 12 classroom unit ventilators in Section A of the Franklin Elementary School. The existing steam unit ventilators were replaced with new units based on similar heating capacity with new DDC controls interfaced with the town wide energy management system.

#### MILFORD PUBLIC SCHOOLS, MEMORIAL SCHOOL PHASE 2 ATC-UNIT VENTILATORS MILFORD, MA

Replacement of 17 existing unit ventilators; heating system piping revisions to improve temperature control.

#### SPOFFORD POND ELEMENTARY SCHOOL CLASSROOM UNIT VENTILATOR REPLACEMENT BOXFORD, MA

Prime engineering services including HVAC, plumbing, and electrical engineering design for the replacement of eleven classroom unit ventilators along with associated classroom shelving units along the exterior of the classrooms (shelving units also include replacement of existing sinks). NV5 also managed the services of an architectural subconsultant.

## CITY OF CHELSEA, HIGH SCHOOL HVAC MODERNIZATION

CHELSEA, MA

Prime MEP design and project management for replacing the current systems with new incorporating both energy efficient and indoor air quality improvement technology within the 230,000 SF high school. Scope includes full buildingwide heating, cooling and ventilation load calculations to confirm HVAC system sizing in designing the system modifications, investigation of pumps, upgrade of HVAC energy management system, remove and replace ceiling tiles, grid, and lighting and/or duct work and piping and sprinklers as required for the various mechanical component installations, roof work including demolition of existing roof curbs and the installation of new RTU unit roof curbs as required, all patching and flashings, and roof coatings at areas of units. Evaluate and prepare all necessary calculations for an effective and efficient design of the structural elements required. Structural engineering services shall include reinforcing of the RTU units as required, and possibly reinforcing at areas of floor/ceiling mounted units, and provide design of the electrical systems that will include necessary electrical hookups, power, etc. for the new RTU's, boilers, chillers, fans, classroom fan coil units etc.

#### TOWN OF FRANKLIN, KELLER SULLIVAN SCHOOL HVAC UPGRADES FRANKLIN, MA

Prime MEP design for replacement of two packaged direct expansion cooling gas heating rooftop units (RTU's) and two gas fired makeup air units (MAU's). The RTU's serve the library and administration suite. The MAU's deliver outdoor air to the corridors.

#### TOWN OF WINCHESTER, LINCOLN ELEMENTARY SCHOOL CHILLER REPLACEMENT

WINCHESTER, MA

Phase I consulting services and, subsequent to the selection of a design alternative by the Town, develop in Phase II the technical plans and specifications necessary to competitively bid the replacement of the Lincoln School Cooling System Equipment. The school was operating one McQuay Chiller Unit, to provide chilled water through the dual temperature water system for the cooling of classrooms and some ancillary spaces of the 75,000 SF building. This cooling equipment was at its end of life and was running at one fourth capacity. Chiller is located in the basement area of the building with the condensing unit on the roof. C. 149 project.

#### SOUTHBROUGH PUBLIC SCHOOLS, WOODWARD SCHOOL AIR CONDITIONING STUDY SOUTHBOROUGH, MA

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Prime engineering services for a feasibility study to establish the practicality, potential design recommendations, and cost estimate options for air conditioning/cooling of the school and its classrooms. The Woodward School services students in grades 2-3 and was opened in 2004. The building is 68,000 square feet and has approximately 28 classrooms on two floors. The building also has common spaces, a cafeteria, a gym, a library, and special education spaces, that need to be supported.

### TOWN OF BROOKLINE, HIGH SCHOOL MECHANICAL SYSTEM STUDY

**BROOKLINE, MA** 

Prime MEP engineering study of the existing mechanical system installed at 22 Tappan Street. Goals of the study are to determine what cooling improvements can be made using the existing system that could result in maintaining classroom cooling setpoint of 78 degrees F @ 50% relative humidity; explore the reason for the current high energy usage; and provide comments on the existing ventilation system and its effectiveness.

#### TOWN OF WEST SPRINGFIELD, MIDDLE SCHOOL HVAC STUDY (RFQ #24-0005) SPRINGFIELD, MA

Prime engineering for performing a systems and equipment study / assessment for the Town's Middle School air conditioning system. Through the study, NV5 will cite current deficiencies of the existing system, and develop recommendations for improvement. The recommendations developed will take the following variables into consideration: relative need / replacement urgency, potential energy rebates, and cost effectiveness. The system recommendations will also include estimated costs.

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#### CONFLICT OF INTEREST CERTIFICATION

The undersigned hereby certifies that the Bidder shall comply with the Massachusetts Conflict of Interest Laws, G.L. c. 268A and with the Chelmsford Public School Conflict of Interest terms stated in Article 33 of these Contract Documents.

NV5 Planning & Design, Inc, BIDDER'S NAME:				
AUTHO	RIZED SIGNATURE:			
TITLE:_	Associate Vice President / Group Leader			
DATE:	10/1/2024			

Form B

#### ACKNOWLEDGEMENT OF ADDENDA

The Bidder acknowledges all addenda.

ADDENDA NUMBER

DATE ISSUED

RFP # 25-01

#### **CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. 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.

Name of Proposer	
200 Brickstone Square, Andover, MA 01810	
Address of Proposer	
P: 978. 296.6232   C: 978. 423.4054	*
Telephone Number By:	Christopher Hildred
	* Signature
	Chris Hildreth, PE, LEED AP
	Printed Name
	Associate Vice President / Group Leader
	Printed Title
	10/1/2024
	Date

### IN WITNESS WHEROF, the undersigned certifies, under the pains and penalties of perjury that:

- 1. It is in compliance with all of the provisions and shall remain in compliance with the provisions for the life of any Contract resulting from this solicitation. That the bidder is qualified to perform any such Contract and possess, or shall obtain, all requisite licenses and permits to complete performance; shall maintain all unemployment, workers' compensation, professional and personal liability insurance policies sufficient to cover its performance under any such Contract; and shall comply with relevant prevailing wage rates and unemployment laws.
- 2. To the best of its knowledge and belief has paid all local taxes, tax titles, utilities, motor vehicle excise taxes, water and wastewater bills as required by law.
- 3. To the best of its knowledge and belief has filed all State tax returns and paid all State taxes required by law, and has complied with reporting of employees and contractors, and withholding and remitting of child support (MGL c.62C, s.49A).
- 4. Pursuant to MGL c.30B s.10 (or c.30 s.39M), this bid or proposal has been made in good faith and without collusion or fraud with any other person. As used in this paragraph, "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Christophen Hildred		Chris Hildreth, PE, LEED AP
Signature of Person Signing Bid or Proposal	*	BY: Corporate Officer (Print)
NV5 Planning & Design, Inc.		Christophen Wildred
Corporate Name (Full Business Name)	•	BY: Corporate Officer (Sign)
04-1506460		Massachusetts (Andover)
Social Security or Federal Tax ID# Public Schools of Business (DBA)	•	State of Incorporation & Town/City of Registration

Approval of a contract, or other agreement, will not be granted unless the applicant signs this certification form. Your Social Security number or Federal Tax Identification number will be furnished to the Massachusetts Department of Revenue (DOR) to determine whether you have met tax filing or tax payment obligations. The District is required to furnish a list to the DOR at the end of its fiscal year, showing the vendors to whom more than \$5,000 is paid during the twelve months ending June 30. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued or extended. This request is made under the authority of Massachusetts General Laws, c.62C, s.49A.

RFP # 25-01

	CERTIFICATE OF AU	Form E
At a duly authorized meeting of	of the Board of Directors of	NV5 Planning & Design, Inc.
The a duty authorized meeting e	of the Bourd of Bricelors of	(Name of Corporation)
held on(Date)	in Andover, MA	at which all the Directors
(Date)	(Location)	
were present or waived notice,	t was voted that	ris Hildreth, PE, LEED AP
Assoc Vice President		(Name)
(Officer Title)	of this corporation, be it he o	or she, hereby is authorized to execut
NV5 Planning & Design,		
bid documents, contracts and t	bonds in the name and on	(Name of Corporation)
corporation, shall be valid and	ATTEST:(Cl	
I hereby certify that I am the cl	lerk/secretary of the	Planning & Design, Inc.
		(Name of Corporation)
Chris Hildreth, PE and that(Name)	E, LEED AP is the duly	elected of said corporation,
	NV5 Planning & Desigr	n, Inc.
	(Name of Corporate Off	ice)
and that the above vote has not of the date set forth below.		and remains in full force and effect

(Clerk or secretary) 10/1/2024

Date: \*

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\*This date must be on or before the date of the Contract

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#### BASIS OF AWARD: RFP 25-01

In accordance with the Specifications, and under the terms and conditions mentioned above, I (We) hereby offer to furnish and deliver to the Chelmsford Public Schools described above the following materials which shall in all respects meet the attached specifications, as required during the terms mentioned above for the following prices:

#### THE CHELMSFORD PUBLIC SCHOOLS THE DESIGN CONTRACT WILL NOT EXCEED \$200,000 THE CHELMSFORD PUBLIC SCHOOLS WILL NEGOTIATE THE FEE WITH THE TOP RANKED DESIGNER

## <u>Submit:</u> Bidders are to submit an original and four (4) paper copies of their qualification proposal.

Signature of Bidder
Chris Hildreth, PE, LEED AP - Associate Vice President / Group Leader Print Name and Title
Company Name and Address
200 Brickstone Square, Andover, MA 01810
978-296-6232 Telephone Number
Email

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#### REFERENCES

Mr. Michael D'Angelo Director of Facilities Town of Franklin (508) 541-5234

Mr. Brian Dakin Project Manager Leftfield, LLC (617) 737-6400

Mr. Steve Pizzi City of Revere Schools (781) 853-9915

Mr. Tim Caron Lawrence Facilities (978) 975-5980 x12715

Mr. Stephen Dorrance Haverhill Facilities 978.374.5770

Mr. Joe McDonough, PE Wellesley Public Schools (781) 446-6210

**Mr. Arthur Montrond** Facilities Director Town of Plymouth (508) 224-4688

Mr. Chris Hastings, CEM Energy Conservation Coordinator Plymouth Public Schools (508) 830-4005

**Mr. Josh Morse** Commissioner of Public Buildings City of Newton (617) 796-1600

Mr. Joseph Zeneski Project Manager Town of Oxford (508) 987-6030

Mr. Paul Szymanski Assistant Superintendent Town of Andover (978) 794-1503 Mr. William Clabaugh Project Manager Narragansett Regional School District (978) 884-0774

**Mr. Joseph Fahey** Director of Facilities Auburn Public Schools (508) 832-7755

**Ms. Margaret White** Town of Winchester Office of the Town Engineer (781) 721-7100

Ms. Whitney Haskell Swampscott Public Schools (781) 596-8802

**Mr. Brian Curley** Director of Operations and Maintenance Lowell Public Schools (978) 446-7465

**Mr. Richard Marks** Project Manager Daedalus Projects Incorporated (617) 451-2717

**Mr. Peter Lawson** Town of Winchester (781) 721-7100

Mr. Thomas Shanahan Director of Facilities Management Tri-County Regional Vocational Technical High School (508) 528-5400 ext 108

**Mr. John Lavoie** Superintendent Greater Lawrence Technical School (978) 686-0194

Mr. Allen Hebert Town of Wellesley (781) 489-4258

Janet Nicosia, CEM Town of Andover (978) 623-8712 **Mr. Joe Sexton** Randolph Public Schools (339) 222-2965

Mr. Brian Fluet Massachusetts Dept. of Corrections (508) 422-3679

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**Mr. Steve Gagosian** Town of Wellesley (781) 489-4256

**Mr. Hamdi Cobanoglu** Leftfield Project Management (617) 737 6400

**Mr. Tim Leonard** City of Lynn (formerly with Lynn Housing) (781) 586-6893

**Mr. Stephen Foster** Facilities Director Town of North Andover (978) 794-1503

Mr. Jeremy Wells Director of Facilities Southern Berkshire Regional School District (413) 229-8778

Mr. Brian Filault City of Pittsfield (413) 499-9470

**Ms. Rachel Leonardo** Town of Burlington (781) 270-1640

**Mr. Joe Cooney** Director of Facilites Chelsea Public Schools (617) 466-4855



## CHELMSFORD PUBLIC SCHOOLS

