

July 20, 2016

Hamilton Board of Selectman
Town of Hamilton
577 Bay Road
Hamilton, MA 01936

Dear Board,

It is with great pleasure that I recommend Jennifer Drummond (11 Hedding Avenue) to the Hamilton Wenham Cultural Council.

Jennifer has been a resident of Hamilton for nearly two years. She is excited to be part of the Hamilton community with her children attending Hamilton Public Schools. She looks forward to being part of the Cultural Council as a way to become more involved.

She has expressed an interest in not only supporting the work of the council but in being an active participant in many of the local events funded by the Council.

Thank you for your time in reviewing their materials and for your generous consideration.

Best,

A handwritten signature in cursive script, appearing to read "Kerry Wiersma".

Kerry Wiersma
Chair, Hamilton Wenham Cultural Council
Cherry Street, Wenham

APPLICATION FOR APPOINTMENT
FOR BOARD/COMMITTEE MEMBERSHIP

Board/Committee of Interest:

1. Hamilton/Wenham Arts Council
3. _____ 4. _____

Would you consider another Committee:

Yes.

For how long should we keep your application on file?

a few years is fine.

Full Name: Jennifer Drummond

Nickname: Jennifer

Preferred Title (please circle) Mr/Ms/Mrs/Other: _____

Home Address: 11 Hedding Ave., S. Hamilton MA 01982

Length of Residence in Hamilton: since April, 2015 (1 year, 5 mo.)

Occupation: Administrative - communications

Work Address:

looking for part time work currently

Phone: Home _____

Work _____

Fax _____

Cell 978-290-2234

E-mail: Work: _____

Home: _____

jadrummond@gmail.com

If you currently serve on a Board or Committee, please identify:

None

Special Training, Interests, Qualifications:

- trained as spiritual director (in the Anglican Diocese)
- worked at several places in both development and social media strategy
- have 2 children (one @ Adler, one @ MRMS) and want to

Have you been asked by a Committee to become a member? Support Hamilton!

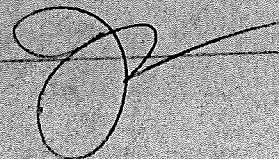
NO

How did you hear about the Committee?

in Hamilton/Wenham Chronicle

Please attach a current resume, if possible. Add any comments below or on a separate page.

Signature: _____



Date: 8/6/16

Jennifer Drummond

11 Hedding Ave, South Hamilton, MA 01982
c 978 290-2234 jadrummond@gmail.com

EXPERIENCE

Communications Specialist/Project Manager, Gordon-Conwell Theological Seminary, Hamilton, MA 2015-2016

Working closely with the Director of the Communications Office, I have written several articles and edited institutional publications (Annual Report *"For the Glory of God"* and *Contact Magazine*) and was part of the team assembling the annual marketing plan. I tracked projects (ranging from website and small print jobs to large events) that came into our office from across four campuses, and managed them from inception to completion. I interfaced with a wide variety of departments and personalities, ensuring that various constituencies were satisfied with a job well done.

Marketing & Development Coordinator, Plumfield Academy, Danvers, MA 2012-2015

I created and implemented a marketing strategy that includes regular contact with preschools, churches, newspapers and other media; developing fliers, brochures and newsletters; and blogging. My development work involved improving and maintaining a donor database, developing relationships with potential, current and past benefactors, as well as cultivating relationships with current families.

Lay Leader, Crossroads Anglican Church, Salem, MA 2012-2014

As the lay minister on our team, I was an integral part of the development of the vision and mission of the church. In addition to organizing and hosting the meetings for the first year in our living room, I was responsible for the basic development of the organization (applying for 5019(c)3 status, bank accounts), as well as creating an initial development strategy. I also provided spiritual care for several young women who were part of the church.

Instructor, New Hope Tutorials, Danvers, MA 2005-2007

I developed and then taught two high school courses: Logic, and Logic & Rhetoric. In addition, I held an administrative position, where I helped organize and streamline the admissions process for families, as well as provide basic administrative support for the (then) Director, Joan Smith.

Director of Admissions & Marketing, DMin office, GCTS, Hamilton MA 2003-2006

Under J. Kent Edwards and then David A. Currie, I developed and used a system for the admissions process into the Doctor of Ministry program, from first contact through final admission into the program. I also spearheaded several marketing initiatives, ranging from magazine advertisements to conference attendance.

EDUCATION

George Mason University, Fairfax VA 1995-1999

BA, Liberal Studies, concentration in Philosophy

Masters level courses taken at GCTS 2002-2006

Greek, Old Testament, Church History

SKILLS

Organizing and implementing organizational strategies are two of my gifts. It is a pleasure to help others - individually and institutionally - succeed by helping streamline activity and secure areas of focus. Understanding and relating to people (particularly "difficult people") are also strengths of mine. Writing has been a component of most of my jobs and enjoyable pursuit otherwise.

Specifically: Intermediate proficiency in Microsoft Office, Apple OS, WordPress, Google Apps, Evernote, Asana, Knowledge of Microsoft Windows. Limited experience with Adobe InDesign and Lightroom.

Certified Spiritual Director; completed training in through the Anglican Diocese of New England in 2015. Currently pursuing Continuing Education through the Pax Center for Spirituality in Essex.



P.O. Box 429
577 Bay Road
Hamilton, MA 01936

Phone
Fax
Web site

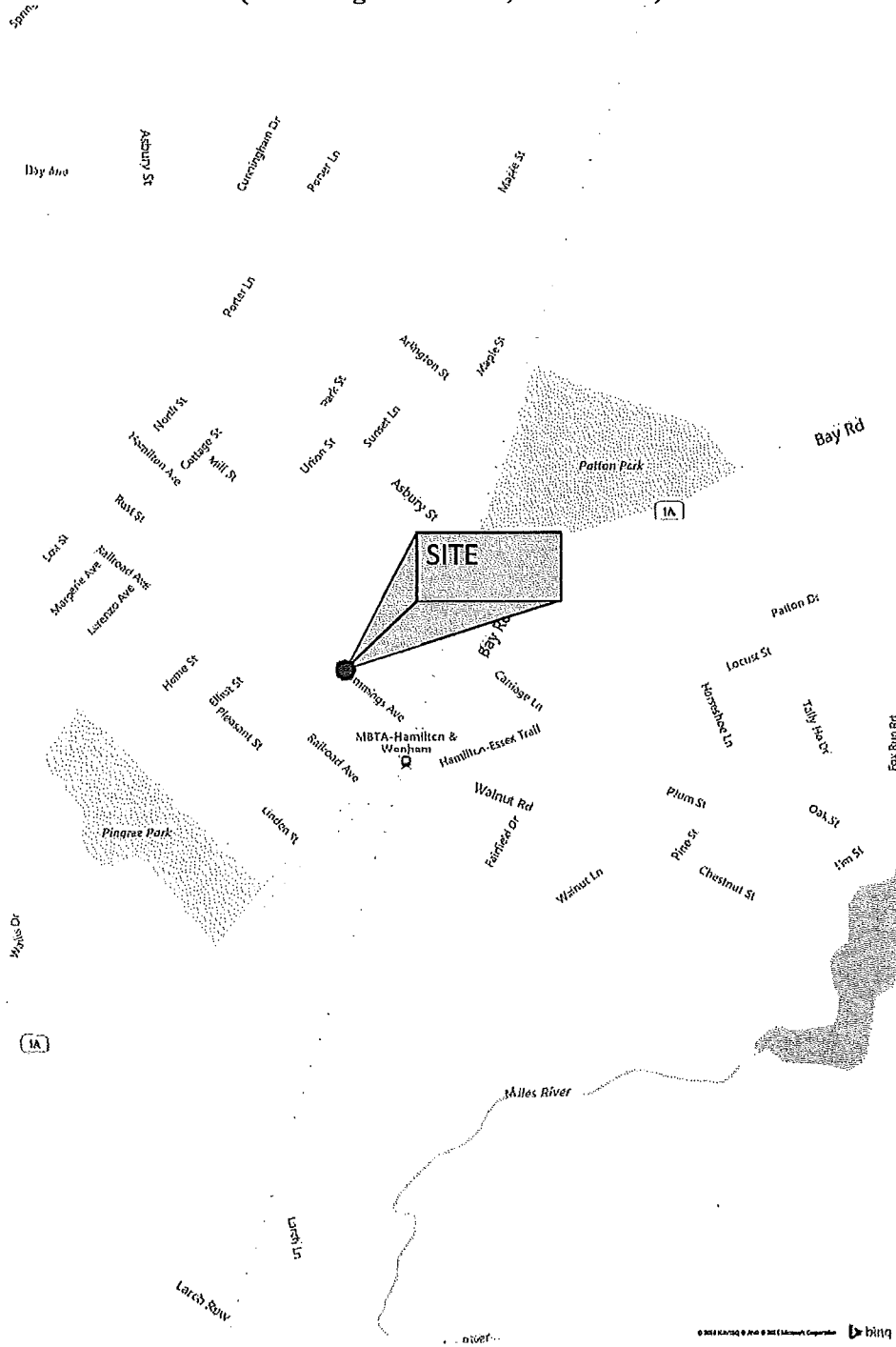
(978) 468-5572
(978) 468-2682
<http://www.hamiltonma.gov>

Notice of Pole Hearing

The **Town of Hamilton Board of Selectmen** will hold a pole hearing on **Monday, August 22, 2016 at 7:00 p.m.** in the Memorial Room at Hamilton Town Hall to hear a petition from Mobilite LLC for pole location as described below:

Petitioner proposes to place a new wooden utility pole in the Right-of-Way on Cummings Avenue, just east of the intersection of Cummings Ave. and Willow Street with electric connections. Location approximately shown on plan attached as exhibit A.

Exhibit A
Mobilitie # 9MAX000321A
Cummings Ave & Willow St, Hamilton, MA
(Lat/Long: 42.612045, -70.875224)





P.O. Box 429
577 Bay Road
Hamilton, MA 01936

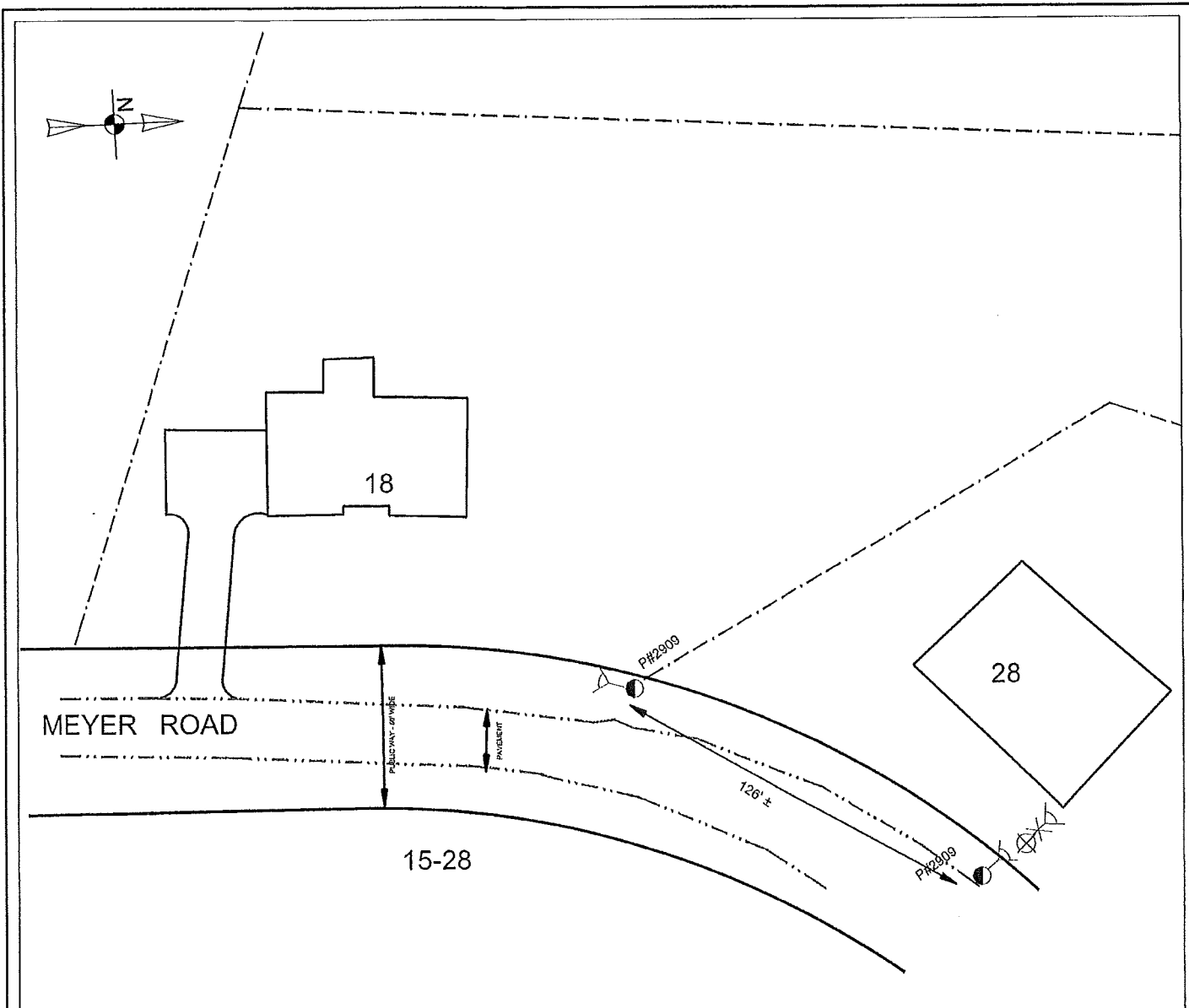
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Notice of Pole Hearing








The **Town of Hamilton Board of Selectmen** will hold a pole hearing on **Monday, August 22, 2016 at 7:00 p.m.** in the Memorial Room at Hamilton Town Hall to hear a petition from NATIONAL GRID and VERIZON for a joint pole locations described as follows:

MEYER ROAD – National Grid to install 1 JO Pole and relocate 1 JO Pole on Meyer Road beginning at a point approximately 460 ft north of the centerline of the intersection of Rock Maple Avenue and Meyer Road and continuing approximately 126 ft in a North/Northeast direction.



Sketch to Accompany Petition for the Installation of one (1) JO Pole# 2909 and Relocate one (1) JO Pole# 2908 and all Appurtenances to Public Way in Meyer Rd., Hamilton, MA 01936.

JOINT OWNED POLE PETITION

-  Proposed NGrid Guy
-  Existing NGRID Pole Guy to be Removed
-  Proposed J.O. Pole Locations
-  Existing J.O. Pole Locations
-  Existing Telephone Co. Pole Locations
-  Existing NGRID Pole Location To Be Made J.O.
-  Existing JO Pole Locations To Be Removed

DISTANCES ARE APPROXIMATE

nationalgrid
And
Verizon New England, Inc.

Date: 07-27-2016

Work Request Number: 22038195

To Accompany Petition Dated:

To The: Town _____ Of Hamilton

For Proposed: Installation & Relocation of Pole: #2909 & #2908 Location: Meyer Road

DRAFT HOST COMMUNITY AGREEMENT

- 1. Purpose** - The purpose of this Agreement is to establish a long term relationship between the Town of Hamilton, located in Essex County Massachusetts, and _____, to create affordable housing within the town and aligned with the following agreement text and as per State Department of Housing and Community Development (DHCD) requirements. All units shall contribute to the Town's Subsidized Housing Inventory (SHI).
- 2. Agreement Goal** – With the intent of minimizing development impact on the Town of Hamilton, the goal of this Agreement is to attain MGL 40B safe harbor status (i.e., >14 units per year as per 2013 Housing Production Plan) until such time as the Subsidized Housing Inventory (SHI) requirement of 10% is achieved. As the safe harbor number changes over time it is expected that the developer will modify their production rate to align with that variable number. _____ will obtain from DHCD written acknowledgement (and provide to the Town) that such Safe Harbor status has been accepted by the State with dates included.
- 3. Non-exclusive Agreement** – Both the Town and _____ understand that this agreement is a non-exclusive, non-binding agreement between the parties to advance the production of affordable housing in Hamilton. However, as stated the primary purpose of this Agreement is to confirm that the Town and _____ will pursue the elements of this Agreement cooperatively and in consideration of the other's "mission". Given the variability over time of the Town's stock of SHI, and the protracted nature of developing affordable housing projects, it is understood that this agreement should not be considered as an exclusive commitment by either party or the general public.
- 4. Priority for Hamilton residents** – The Town of Hamilton asserts that the agreement should prioritize the provision of affordable units for Hamilton residents, most notably senior residents fitting age and income requirements as configured by the State DHCD. Further, _____ should work to maximize local preference to the extent allowable by the Department of Housing and Community Development and at a minimum of

70% local preference. As units lease up or sales take place _____ shall provide the Town with an annual report which providing data relative to adherence to the stated local preference policy.

5. **Perpetually Affordable Units** – All dwelling units created subject to this agreement, whether for ownership or rental, shall be perpetually affordable with appropriate deed and other restrictions assigned thereto.
6. **Town Owned Property** - The Town may make town owned property available from time to time as determined to be surplus and appropriate for affordable housing development purposes but such property must be sold at fair market value. The Town is under no obligation to provide land area but will make such provisions (i.e., advertising, competitively offering property for bid) when deemed useful and appropriate. It is understood that the need to create appropriate levels of affordable housing within the Town will require greater land area than what the Town owns. All appropriate Town, State and federal requirements relative to the sale of town owned land shall be employed in the event the town wishes to transact real property. Town property shall be sold at fair market value.
7. **Gordon Conwell** - The Town supports the creation of affordable housing upon the Gordon Conwell campus, especially if such a development can add units which would be added to the Town's subsidized housing inventory (SHI).
8. **On-Going Communication** - Regular planning with COA, HHA, AHT, HWRSD, Town Manager, applicable town staff and other affected parties is expected as part of the Host Community Agreement.
9. **Submission of Project Eligibility Letters (PEL's)** – As part of this agreement _____ will not submit PEL's to the State until the letter and appropriate project documentation have been submitted and the subject of a public hearing with the Town of Hamilton, specifically the Board of Selectmen.
10. **Project Funding / Provisions** – The Town makes no commitment to providing funding or property for subject development projects.

11. Project Permitting – Applicable Town Boards and permitting agents will undertake appropriate project processes, reviews and if appropriate approvals as projects merit such approval based on established review criteria for their respective functions. All subject projects shall comply with all appropriate and in-place requirements as imposed by Federal, State and Town regulations. The Town makes no representation that projects shall receive project review approvals.

12. Project Submittals and Processing – The Developer shall undertake all actions, and prepare/submit all paperwork necessary in order to allow DHCD to determine said units as affordable and additive to the town’s SHI. Such documentation shall also be provided to the Town.

13. Facility Maintenance – It is required that all developments arising from this agreement shall be provided with on-going facility maintenance, landscaping, parking provisions and other appropriate physical maintenance of subject properties.

14. Project Ancillary Provisions – It is anticipated that all such projects as are created subject to this arrangement shall provide to the general public a range of public benefits including but not limited to access to meeting spaces, communications, activities, improved and passive open space where applicable.

15. Agreement Termination – the Town and _____ agree that this is an at-will agreement and can terminate as the parties deem appropriate.

16. Agreement Modification – The Parties accept that the agreement may change over time to better fit the “mission” of each respective party. Further, as individual items are modified, such changes do not invalidate the remained of the agreement.

Town Signatory

Proponent Signatory

**Town of Hamilton, Massachusetts
Request for Proposals - Designer Services
Town Hall Repair/Renovation/Expansion Project**

INVITATION

The **Town of Hamilton, MA**, is seeking qualified firms to perform full and complete design and construction administration services for the design, repair, renovation and expansion of the Hamilton Town Hall building in Hamilton, Massachusetts. The anticipated construction cost for the upgraded facility and associated site work is \$5.5 million. **Proposals will be received until 2:00 p.m. on _____, 201__, at _____ Hamilton Town Hall, Hamilton, MA 01936: Attention: _____.** **Five (5) copies of the proposal shall be submitted.**

A briefing session will be held on **DATE, 201__ at 10:00 a.m.** at the Hamilton Town Hall, 577 Bay Road, Hamilton, MA.

It is anticipated that the design portion of the requested services will be completed within 18 months of award of the project, and that the construction administration services will be completed 19 months after the start of construction.

A feasibility study and a number of other documents regarding this project have been prepared and are part of the RFS.

Specifications for Designer Services, Standard Designer Application Form and preliminary design drawings are included in the RFS.

The Scope of Services shall include review of the program and schematic designs already produced, design development, preparation of construction documents, bidding process administration, construction administration, and close-out and warranty period.

Designer qualifications are set forth in the Request for Proposals. The designer shall be an architect registered in Massachusetts, and must have experience in design (preferably public building design), and adaptive re-use and renovation of public buildings in Massachusetts.

The designer's fee for these services is not to exceed the budgeted amount of \$550,000.

The Town of Hamilton reserves the right to reject any and all proposals and to cancel the procurement at any time if it is in the best interest of the Town. All proponent expenditures incurred as a consequence of preparing a proposal shall be borne by the consultant and in no way covered by the Town.

TOWN OF HAMILTON
By: Patrick Reffett
Director of Planning & Inspections

REQUEST FOR DESIGNER SERVICES (RFS)

Town of Hamilton Hamilton, MA

Hamilton Town Hall Repair/Renovation/Expansion Project

_____date

A. Introduction

The Town of Hamilton, MA, (“Owner”) is seeking the services of a qualified “Designer” within the meaning of M.G.L. Chapter 7, Section 38A½, and as further defined by the provisions of this RFS, to provide professional building evaluation, design and construction administration services for the investigation, design, repair, renovation and expansion of Town Hall in Hamilton, Massachusetts (hereafter called the “Project”).

The Town of Hamilton is seeking the services of a Designer for spatial evaluation, structural evaluation, design development, construction contract documents, bidding, and award of construction contract, construction administration, final closeout and the warranty period of the Project. The Project includes the evaluation, repair, renovation and expansion of the existing Hamilton Town Hall Building. Additionally, this proposed renovation and expansion will make the entire building fully compliant with A.D.A. and Massachusetts Architectural Access Board accessibility requirements. The project will also comprehensively evaluate, and as necessary, replace aging building systems -- mechanical, electrical, structural, plumbing, fire protection, maximize energy efficiency, and create efficient and functional staff work spaces.

The Fee for design services will be not to exceed the budgeted amount of \$550,000 and shall provide turn-key design services to carry through to a revitalized Hamilton Town Hall. Pursuant to M.G.L. Chapter 7, Section 40N, the Designer must adhere to applicable state and federal requirements regarding engagement of minority and women-owned businesses as certified by the State Office of Minority and Women Business Assistance (SOMWBA). The amount of combined participation that shall be reserved for such enterprises shall not be less than seventeen and nine tenths percent (17.9%) of the contract price. Minority and women-owned business enterprises must be selected from those categories of work identified in Item G of this RFS.

B. Background

- Town Hall formerly known as the “Town House” was designed by Ernest M.A. Machado of Salem, built by Pitman & Brown of Salem and dedicated on February 22, 1898. The structure was completed in 1898. The Town Hall has been in continuous operation since that time. The facility services the needs of the entire Town of Hamilton, 8,000 plus residents. Further, the structure is located within the Hamilton Historic District and adds to the local architectural

character of the town. The building has been integral to community functions since its opening well over a century ago. Deterioration, inadequate maintenance, structural inadequacies, inadequate space, accessibility issues, code requirements and a desire for contemporary governmental functions necessitate the need for a significant upgrade of the structure.

C. Project Description / Scope

While Hamilton Town Hall is an attractive historic structure, it does not adequately serve the functions of local government purposes and must be significantly revitalized.

The selected consultant's design process must address numerous elements/functions/tasks which include, but are not limited to the following;

- Review prior space planning studies; evaluate existing use of space; develop and present a conceptual plan – reprogram existing and new space as necessary to meet town hall needs; gain Town concurrence;
- Evaluation of all existing building systems and structure
- Design overall project to target construction budget of \$5.5ml maximizing existing and additional space while optimizing its use/value to the public.
- Prepare and present a phasing plan for maintaining unimpeded continuity of local governmental services during the construction process;
- Identification of specific milestone requirements and/or constraints of the Town – e.g. Town Department building code requirements (ZBA, water & sewer, etc), swing space, occupancy issues;
- Evaluate and redesign (as needed) all structural systems as necessary to accommodate typical storage loading, storage safe, extensive amounts of filing cabinets and meeting code compliance;
- Provide documented information regarding Life cycle costs of operating a newly renovated Town Hall as it relates to future operational budgets;
- The project must make the basement floor fully habitable (and accessible) and integrated into the functions of Town Hall;
- The design must provide features to address excessive interior office noise as part of the project.
- The design should consider green technologies, solar applications, etc., to the extent that such additions can provide complete payback of investment within 10 years.
- Project shall determine the presence and provide appropriate analysis and clean-up remediation designs regarding any hazardous materials in, on, or in immediate proximity to the project;
- The project must add meeting rooms to address frequent demands for public, staff and board meeting space demands as appropriate;
- The project must add/create private department head offices based around connectivity of functions;
- The design must designate areas for storage space;
- The design must designate/add appropriate computer server space;
- The design must provide bathrooms on all floors;
- External and internal design of intended improvements must be complimentary to the existing historic character of the town hall building and must address historic preservation

needs/aspects of the existing structure meetings meeting Sec. of Interior requirements for preservation / MHC requirements/ Hamilton Historic District Commission requirements;

- Provide necessary design features to make all floors of town hall fully accessible to all
- Redesign building systems as necessary (plumbing, wiring, fenestration, drainage, structural, HVAC, IT, etc.).
- Designer shall obtain all necessary permits (local, state, federal) including any appeals required to undertake the intended project.
- Prepare a project phasing plan given the building is occupied and town hall staff and operations may/will need to relocate.
- Designer shall provide project cost estimates, scheduling estimates and project monitoring throughout the life of the project
- The project shall be designed in such a way that the ability to maintain constant operations of local governmental functions is possible.

D. Scope of Services

(verify) The required scope of services is set forth in the American Institute of Architect's (AIA) standard Contract for Designer Services B101-2007 (Contract) for a Design/Bid/Build project. Unless specifically excluded, the Designer's Basic Services consist of the tasks described in the Contract for Designer Services B101-2007 and this RFS including all investigative work (to the extent provided for in the Contract), design work, preparation of construction documents, bidding period administration, construction administration, and other related work reasonably inferred in the opinion of the Owner and the Authority as being necessary to meet the project's stated scope and goals.

This RFS will be appended to and become part of the Contract for Designer Services. Any Designer selected as a result of this RFS will be required to execute the Contract for Designer Services that is referenced in this RFS. Designers submitting an application in response to this RFS must specify any exceptions to the Contract at the time of application. The Owner may consider any such exceptions but shall not be bound by any such exceptions. A failure to specify exceptions will be deemed an acceptance of the Contract's terms and conditions.

The Designer will review the proposed project as specified in the RFS. The Designer will meet with the Owner, OPM, and other officials to develop an understanding of the project and Town Hall building requirements.

Basic Services include, but are not limited to, verification of existing record information including building dimensions, details and general existing conditions, cost estimating, architecture, civil, sanitary, mechanical, electrical, plumbing, fire protection, structural, site planning and landscape architecture, basic environmental permitting, graphics, lighting design, acoustics, data and communication, any specialty consultants, code consultants, accessibility, energy evaluations, detailed cost estimates; and other design and consulting services incidental and required to fulfill the project goals.

E. Project Phases and Work Plan

Work under this RFS is divided into the Project Phases and as may be augmented in this RFS. Each Project Phase will consist of one or more required submissions, and may include site visits, meetings with the Owner, Owner's Project Manager, the MBLC and others, and other tasks as described. The estimated total duration of the Contract for Designer Services from Design Development, CD's through the approval of Construction Administration Phase, inclusive of review and approval time, is estimated to be 39 months fragmented as follows:

Design Development through 100% CD	18	months
General Contractor Bidding/Procurement	2	months
Construction Administration Phase	19	months
Estimated Total Duration	39	months

Actual durations may vary depending upon the agreed upon solution, the extent of required document revisions, the time required for regulatory approvals, and the construction contractor's performance.

Such variances in estimated time will not, in and of themselves, constitute a justification for an increased Fee for Basic Services, nor are they a substitute for the performance time requirements shown above.

F. Minimum Qualifications

The Respondent must certify in its cover letter that it meets the following minimum requirements. Any Respondent that fails to include such certification in its response, demonstrating that these criteria have been met, will be rejected without further consideration. To be eligible for selection, the Designer must meet all of the following qualifications.

1. Be a qualified Designer within the meaning of M.G.L. Chapter 7, Section 38A½, employing a Massachusetts registered architect responsible for and being in control of the services to be provided pursuant to the Contract.
2. The Project Architect/Engineer for the Designer has successfully completed the Massachusetts Certified Public Purchasing Official Program as administered by the Office of the Inspector General of the Commonwealth of Massachusetts.
3. Pursuant to M.G.L. Chapter 7, Section 40N, the Designer must agree to contract with minority and women-owned businesses as certified by the State Office of Minority and Women Business Assistance (SOMWBA). The amount of combined participation that shall be reserved for such enterprises shall not be less than seventeen and nine tenths percent (17.9%) of the contract price. The minority and women-owned business enterprises must be selected from those categories of work identified in Item G of this RFS.

G. Selection Criteria

In evaluating proposals, the Owner will consider the members of the proposed design team. On the Standard Designer Application Form (Attachment A) identify those member(s) of the proposed design team who will be responsible for the following categories of work: (Firm's name, individual's name and professional registration or license number, as applicable, must be listed in the application for each category of work, as well as whether the firm is SOMWBA certified as an MBE and/or WBE).

1. Architecture
2. Permitting
3. Hazardous Materials
4. Civil Engineering
5. Structural Engineering
6. Landscape Architecture
7. Fire Protection Engineering
8. Plumbing Engineering
9. HVAC Engineering
10. Electrical Engineering
11. Data/Communications Consultant
12. Acoustical Consultant
13. Specifications Consultant
14. Sustainable/Green Design/Renewable Energy Consultant
15. Cost Estimating
16. Accessibility Consultant
17. Traffic / Parking Consultant
18. Furniture, Fixtures and Equipment Consultant
19. Code Consultant
20. Security Consultant

Applicants must address each category of work listed above in their application whether it is to be performed by in-house staff or by sub-consultant(s).

The members of the team for each of the categories of work listed above must be identified including the firm's name, individual's name and professional registration or license number, as applicable, as well as whether the firm is SOMWBA certified as an MBE and/or WBE.

Failure to address each category may result in the elimination of the applicant from consideration on this project.

Applicants should not list any consultants other than those for the categories of work listed above.

The minority and women-owned business enterprises must be selected from the categories of work listed above. Consultants other than those for the categories of work listed above may not be used for purposes of meeting M/WBE requirements.

H. Evaluation Criteria

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

- 1) Past performance of the Respondent, if any, with regard to public, private, and MBLC-funded library projects in the Commonwealth of Massachusetts, as evidenced by :
 - a) Documented performance on previous projects as set forth in Attachment A, including the number of projects managed, project dollar value, number and percentage completed on time, number and dollar value of change orders, average number of projects per project manager per year, number of accidents and safety violations, dollar value of any safety fines, and number and outcome of any legal actions;
 - b) Satisfactory working relationship with designers, contractors, Owner, and local officials.
- 2) Knowledge of MBLC project requirements necessary to fulfill grant funding and reporting.
- 3) Thorough knowledge of the Massachusetts State Building Code, regulations related to the Americans with Disabilities Act, and all other pertinent codes and regulations related to successful completion of the project.
- 4) Thorough knowledge of Commonwealth construction procurement laws, regulations, policies and procedures, as amended by the 2004 Construction Reform laws.
- 5) Key personnel: Provide an organizational chart that shows the interrelationship of key personnel to be provided by the Respondent for this project and that identifies the individuals and associated firms (if any) who will fill the roles of Design Principal, Principal-in-Charge, Project Manager, Construction Administration and any other key roles identified by the Respondent, including but not limited to roles in design review, estimating, cost and schedule control. Specifically, describe the time commitment, experience and references for these key personnel including relevant experience in the design of several projects that have been either successfully completed or in process that are similar in type, size, dollar value and complexity to the project being considered.
- 6) Capacity and skills: Identify existing employees by number and area of expertise (e.g. Architect, Landscape Arch., Civil Engineer, MEP, Interiors, etc). Identify any services to be provided by sub-consultants.
- 7) Identify the Respondent's current and projected workload for projects estimated to cost in excess of \$1.5 million.
- 8) Familiarity with Green Building Incentive/LEED guidelines. Demonstrated experience working on high performance green buildings (if any), green building rating system used (e.g., LEED), life cycle cost analysis and recommendations to Owners about building materials, finishes etc., ability to assist in grant and/or rebate applications for funding and track Owner documentation for LEED prerequisites.
- 9) Thorough knowledge and demonstrated experience with life cycle cost analysis cost estimating and value engineering with actual examples of recommendations and associated benefits to Owners.
- 10) Knowledge of the purpose and practices of the services of Building Commissioning Consultants.
- 11) Financial Stability: Provide current balance sheet and income statement as evidence of the Respondent's financial stability and capacity to support the proposed contract.
- 12) Geographical proximity of the firm to the project site or willingness of the firm to make site visits and attend local meetings as required by the client.
- 13) Additional criteria that the Owner considers relevant to the project.

In order to establish a short list of Respondents to be interviewed, the Owner will base its initial ranking of Respondents on the above Evaluation Criteria. Each of the Evaluation Criteria responses will be rated based on a scale.

The Owner will establish its final ranking of the short-listed Respondents after conducting interviews and reference checks.

The Owner reserves the right to consider any other relevant criteria that it may deem appropriate, within its sole discretion, and such other relevant criteria as the Town may request. The Owner may or may not, within its sole discretion, seek additional information from Respondents.

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

The selected Respondent(s) will be required to execute a standard AIA Contract for Designer Services (Contract) for a Design/Bid/Build project, B 101- 2007. Prior to execution of the Contract with the Owner, the selected Respondent will be required to submit to the Owner a certificate of insurance that meets the requirements set forth in the Contract for Designer Services.

Prior to execution of the Contract for Designer Services, the selected Respondent, however, will be required to provide pricing information for the conduct of all Phases specified in the Contract.

I. Selection Process and Selection Schedule

- 1) The Designer Request for Services responses will be evaluated by Town Staff and designees of the Town Manager.
- 2) Reviewers will rank the responses based on the weighted evaluation criteria identified in the RFS and will short-list up to 3 responses. The interviews will take place in the Memorial Room at the Town Hall, 577 Bay Road, Hamilton, MA and will be one-hour sessions where the respondent will have an opportunity to ask questions and discuss the firm's response to the RFS.
- 3) Responses will be ranked on a not advantageous, advantageous and highly advantageous scale. Interviews will be ranked on this same scale. References will be checked by phone or in person.
- 4) The top three-ranked selections will be submitted to the Town and recommendations for its final selection.
- 5) The top three-ranked selections may be asked to participate in presentations to the Board of Selectmen and/or submit additional documentation, as required by the Town as part of the approval process. Subject to the Town's approval, the Owner will commence fee negotiations with the first-ranked selection.
- 6) The Designer fee (\$550,000) is a not to exceed fee as stated herein.
- 7) If the Owner is unable to negotiate a contract with the first-ranked selection the Owner will then submit its second-ranked selection to the Town for its review, and upon approval, commence negotiations and so on, until a contract is successfully negotiated and approved by the Owner.
- 8) The Owner may re-advertise if less than three responses are received or may re-advertise if fee negotiations fail.

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

Date _____ Advertise RFS in the Central Register of the Commonwealth of Massachusetts

~~_____~~ Advertise RFS in the local paper

~~_____~~ Briefing Session

~~_____~~ Last day for questions from Respondents

~~_____~~ Responses due by 2:00 pm

~~_____~~ Respondents short-listed

~~_____~~ through ~~_____~~ Interview short-listed Respondents

~~_____~~ Final top-three selections submitted to the Library Board of Trustees for review and for vote on final selection

~~_____~~ Negotiate with selected Respondent *after Town selection*

~~_____~~ Execute contract

J. Proposal requirements

Submit five (5) hard copies of the response to this Request for Services and one electronic version in .PDF format on CD. All responses shall be:

- Typewritten;
- Presented in an organized and clear manner;
- Must include the required forms (in Attachments herein);
- Must include all required certifications;
- Must include the following information:

1. Cover letter shall be a maximum of two pages in length and include:
 - a. An acknowledgement of any addendum issued to the RFS.
 - b. An acknowledgement that the Respondent has read the Request for Services. Respondent shall note any exceptions to the RFS in its cover letter.
 - c. An acknowledgement that the Respondent has read the AIA Standard Contract B101 2007. Respondent shall note any exceptions to the Contract in its cover letter.
 - d. A specific statement regarding compliance with the minimum requirements identified in Section F of this Request for Services to include identification of registration, number of years of experience and where obtained (as supported by the resume section of Attachment A), as well as the date of the MCPPO certification. (A copy of the MCPPO certification should be attached to the cover letter).
 - e. A description of the Respondent's organization and its history.

- f. The signature of an individual authorized to negotiate and execute the Contract for Design Services, in the form that is attached to the RFS, on behalf of the Respondent.
 - g. The name, title, address, e-mail and telephone number of the contact person who can respond to requests for additional information.
2. Selection Criteria: The response shall address the Respondent's ability to meet the "Selection Criteria" Section including submittal of additional information as needed. The total length of the Response (excluding attachments) may not exceed twenty (20) single-sided numbered pages with a minimum acceptable font size of "12 pt" for all text.

Respondents may supplement this proposal with graphic materials and photographs that best demonstrate its project management capabilities of the team proposed for this project. Limit this additional information to a maximum of 5 - 8½"x 11" pages, double-sided.

3. Certifications:

- Tax Compliance Certification (Attachment B)
- Certificate of Vote (Attachment C)

4. Proposals shall be addressed to:

**Attention: Patrick Reffett, Director of Planning & Inspections
Town Hall - 577 Bay Road
Hamilton, MA 01936**

5. Proposals must be clearly identified by marking the package or envelope with the following:

Hamilton Town Hall – **Designer RFS Proposal**
"Name of Applicant"

The Owner assumes no responsibility or liability for late delivery or receipt of Responses. All responses received after the stated submittal date and time will be judged to be unacceptable and will be returned unopened to the sender. All costs arising from proposal preparation are to be borne by the proponent.

6. All questions regarding this RFS should be addressed exclusively in writing (email only) to:

**Patrick Reffett, Director of Planning & Inspections
Town Hall - 577 Bay Road
Hamilton, MA 01936 Email: preffett@hamiltonma.gov**

By the close of business on the date stated in Section I above all questions will be answered in writing and distributed to all interested parties.

K. Payment Schedule and Fee Explanation

The Town has designated \$550,000 for the complete design contract with an estimated construction cost of \$5,500,000. As construction cost is but one of several factors, a final construction figure in

excess of the initial construction estimate will not, in and of itself, constitute a justification for an increased Designer Fee.

L. Other Provisions

1. Public Record

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

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

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

3. Costs

The Owner (Town) will not be liable for any costs incurred by any Respondent in preparing a response to this RFS or for any other costs incurred prior to entering into a Contract with a Designer.

M. Pre-Proposal Meeting

A project briefing session at the Hamilton Town Hall, 577 Bay Road, Hamilton, MA is scheduled for _____ AM. The briefing session will be followed by a tour of the Town Hall Building and grounds.

N. Withdrawal

Applicants may withdraw an application as long as the written request to withdraw is received by the Town's Representative prior to the time and date of the proposal opening.

O. Public Record

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

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

The Owner reserves the right to waive or permit cure of minor informalities, errors or omissions prior to the selection of a Respondent, and to conduct discussions with any qualified Respondents

and to take any other measures with respect to this RFS in any manner necessary to serve the best interest of the Owner and its beneficiaries.

Q. Rejection of Responses, Modification of RFS

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

R. Attachments

Attachment A: Standard Designer Application Form (May 2009)

Attachment B: Required Certification, Certification of Tax Compliance

Attachment C: Required Certification, Certificate of Vote

Attachment D: Preliminary/Schematic Design Concept Drawings.

ATTACHMENT A
STANDARD DESIGNER APPLICATION FORM

ATTACHMENT B
Tax Compliance Certification

CERTIFICATION OF COMPLIANCE

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

*Signature of Individual of Corporate Name
(Mandatory)

Corporate Officer
(Mandatory, if applicable)

**Social Security Number (Voluntary) or
Federal Identification Number

* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

**Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Massachusetts General Laws c. 62C s. 49A.

ATTACHMENT C

CERTIFICATE OF VOTE

(to be filed if Contractor is a Corporation)

I, _____, hereby certify that I am (Secretary of the Corporation) the duly

Qualified and acting Secretary of _____ (name of corporation) and I

Further certify that a meeting of the Directors of said Company, duly called and held on

_____, (date of meeting) at which all Directors were present and voting, and the following vote was unanimously passed:

VOTED: To authorize and empower

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: _____

Secretary of Corporation

A True Copy:

Attest _____

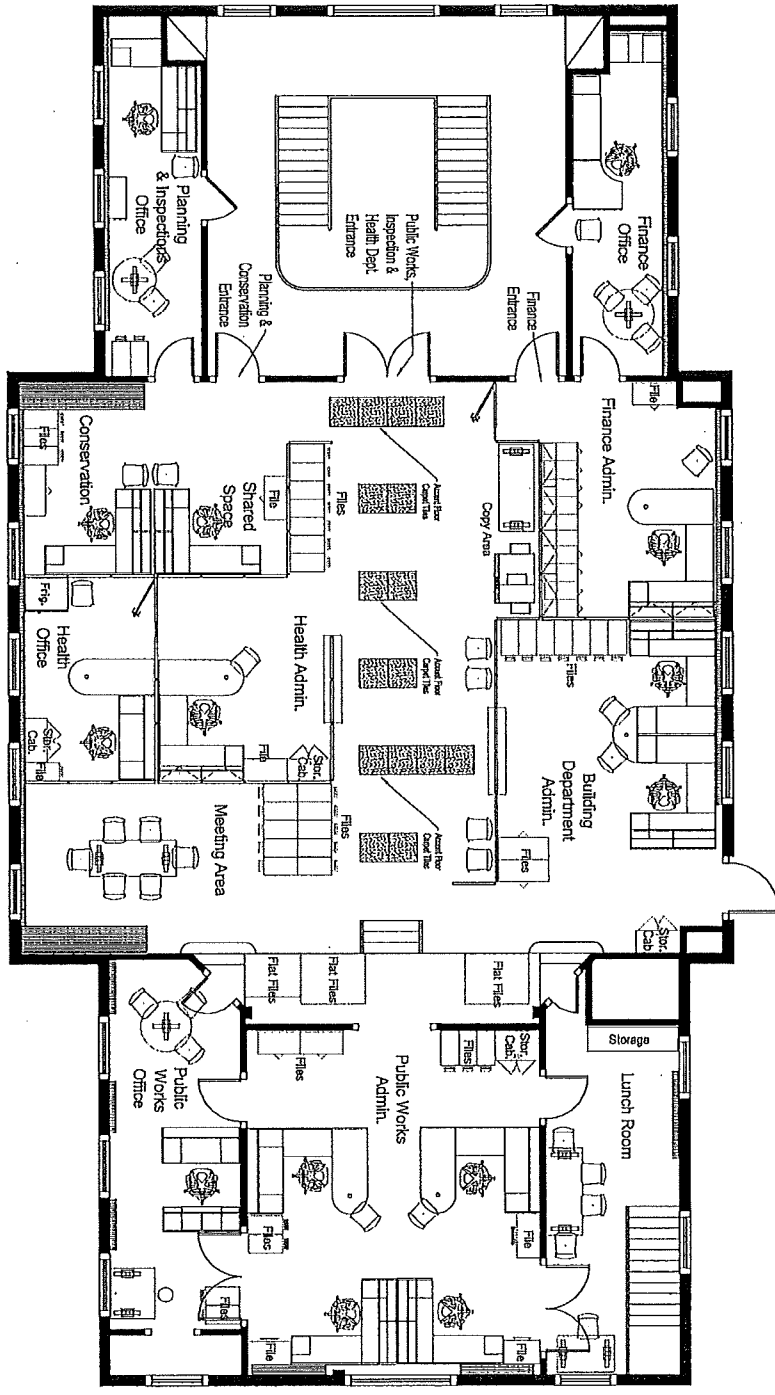
Notary Public

My Commission Expires: _____

Date: _____

ATTACHMENT D

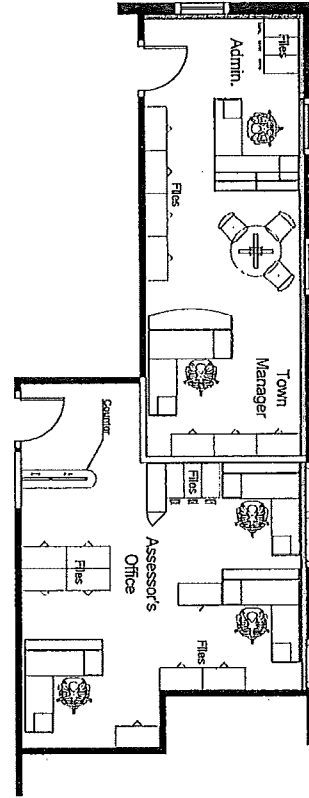
- Fusco Space Plan – Second Floor (see for adjacencies)
- Boston Architectural College Schematics (adds rear bump-out)



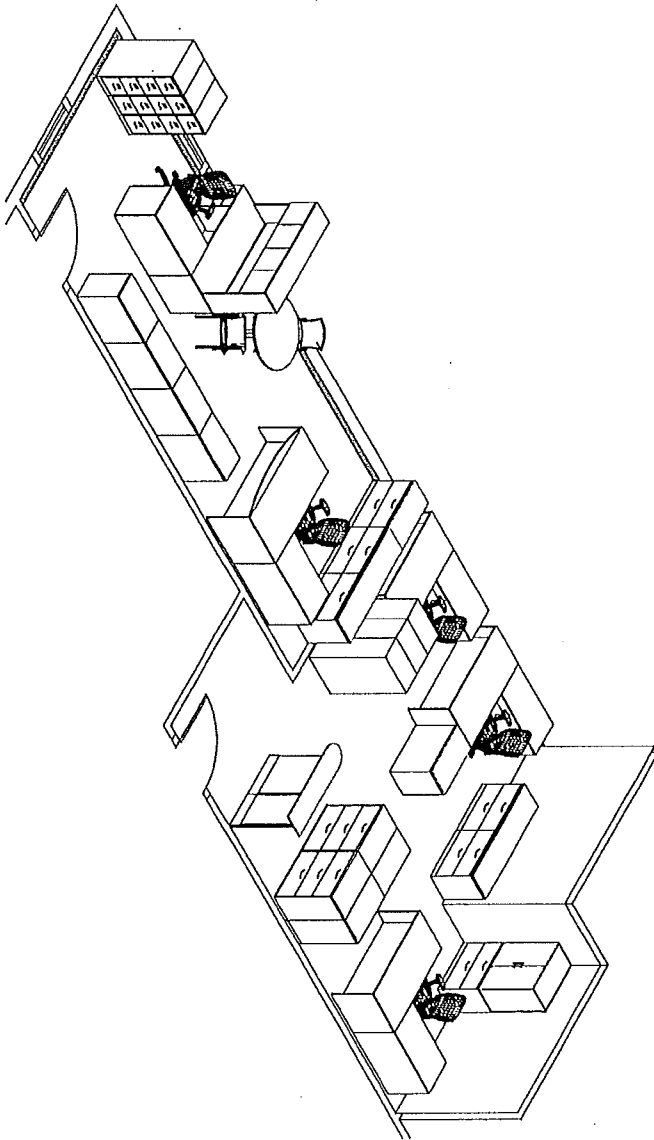
FUSCO DESIGNS
 36 Winslow Drive Atkinson, NH 03811
 603-362-4429
 INTERIOR DESIGN SPACE PLANNING

TOWN OF HAMILTON
 577 Bay Road
 Hamilton, MA 01936

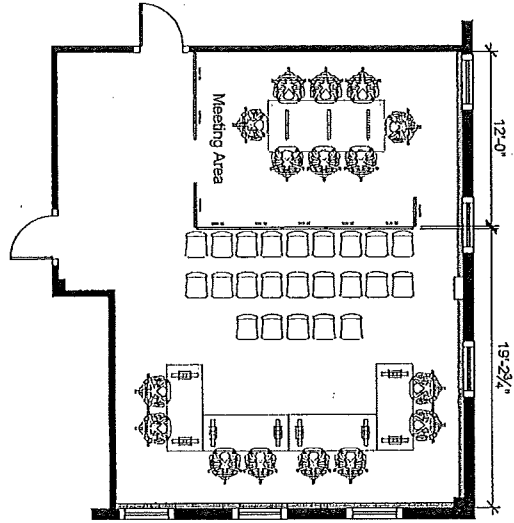
Second Floor Plan
 Proposed Office Layout - Option 3
 Drawing: SK-3A
 Scale: 1/8"=1'-0"
 Date: 1/05/14
 Revised:



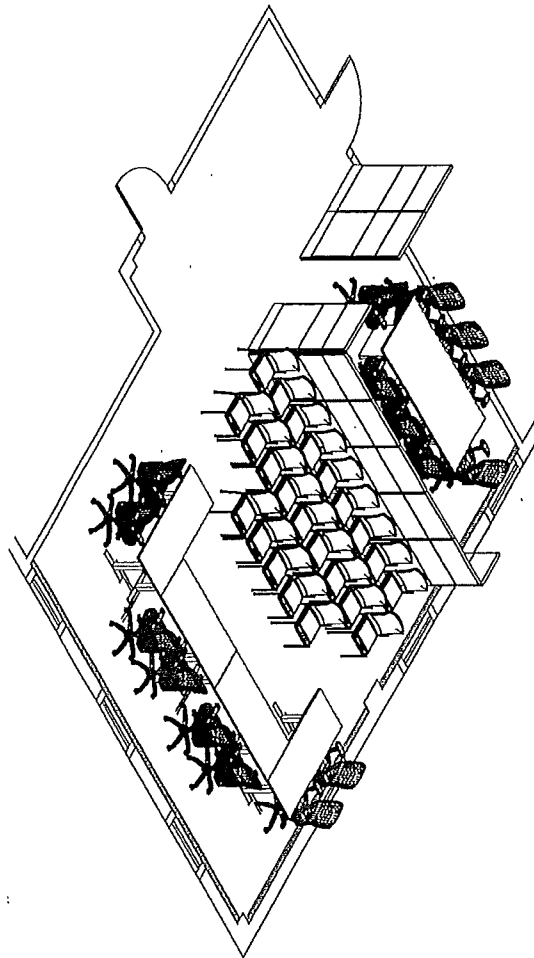
Plan View
Scale: 1/8"=1'-0"



3D View
Scale: 3/16"=1'-0"

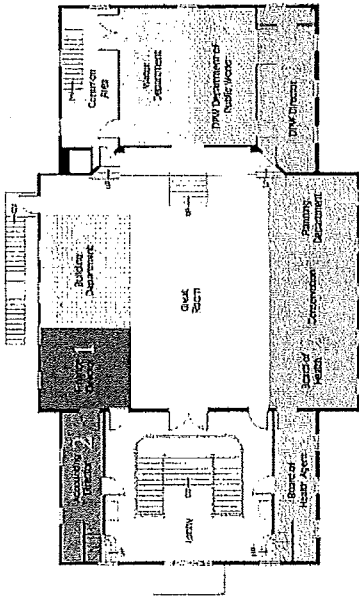


Plan View
Scale: 1/8"=1'-0"

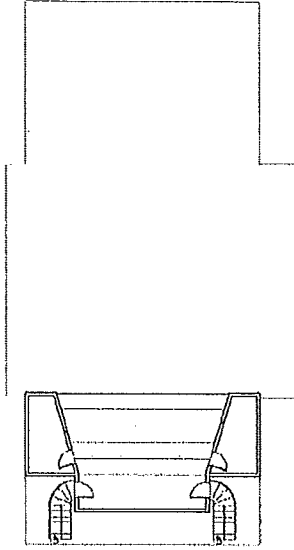


3D View
Scale: 3/16"=1'-0"

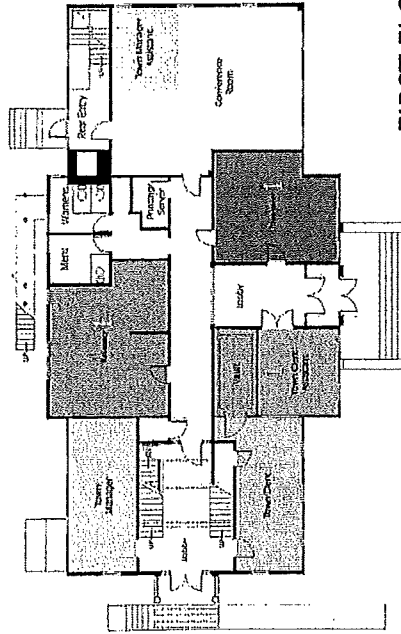
Hamilton Town Hall - Original Department Adjacencies



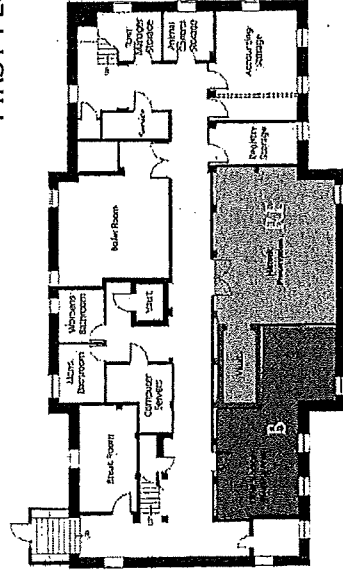
SECOND FLOOR PLAN



BALCONY



FIRST FLOOR PLAN



BASEMENT PLAN

SUMMARY-

There were a few departments that had good proximity to each other however, there are some that were troublesome.

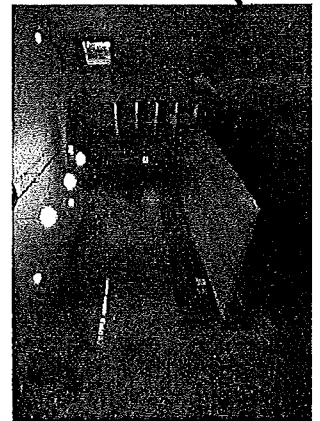
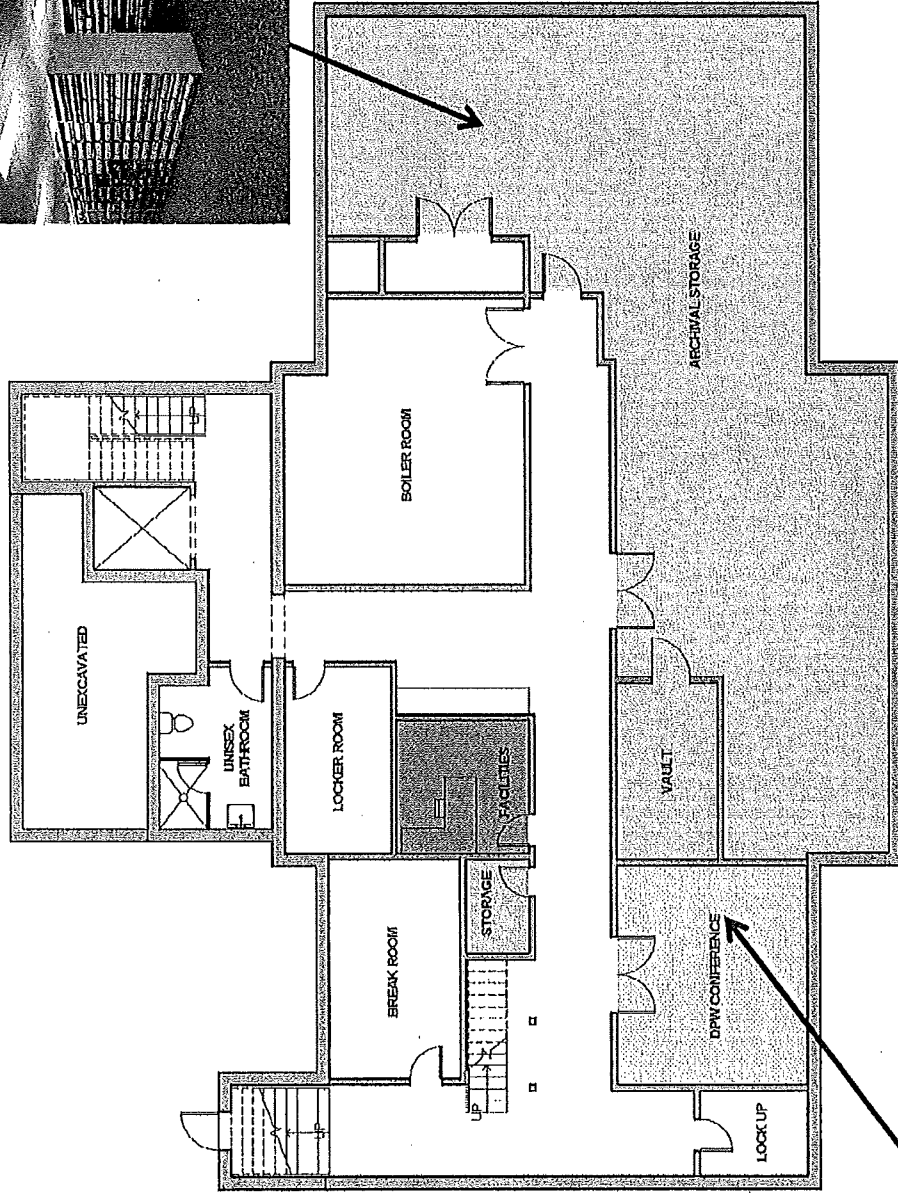
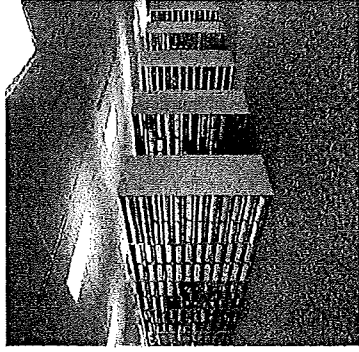
As a group we gathered information from our analysis, we then drew up two solutions that will benefit the work space for the client and also the worker.

Hamilton Town Hall

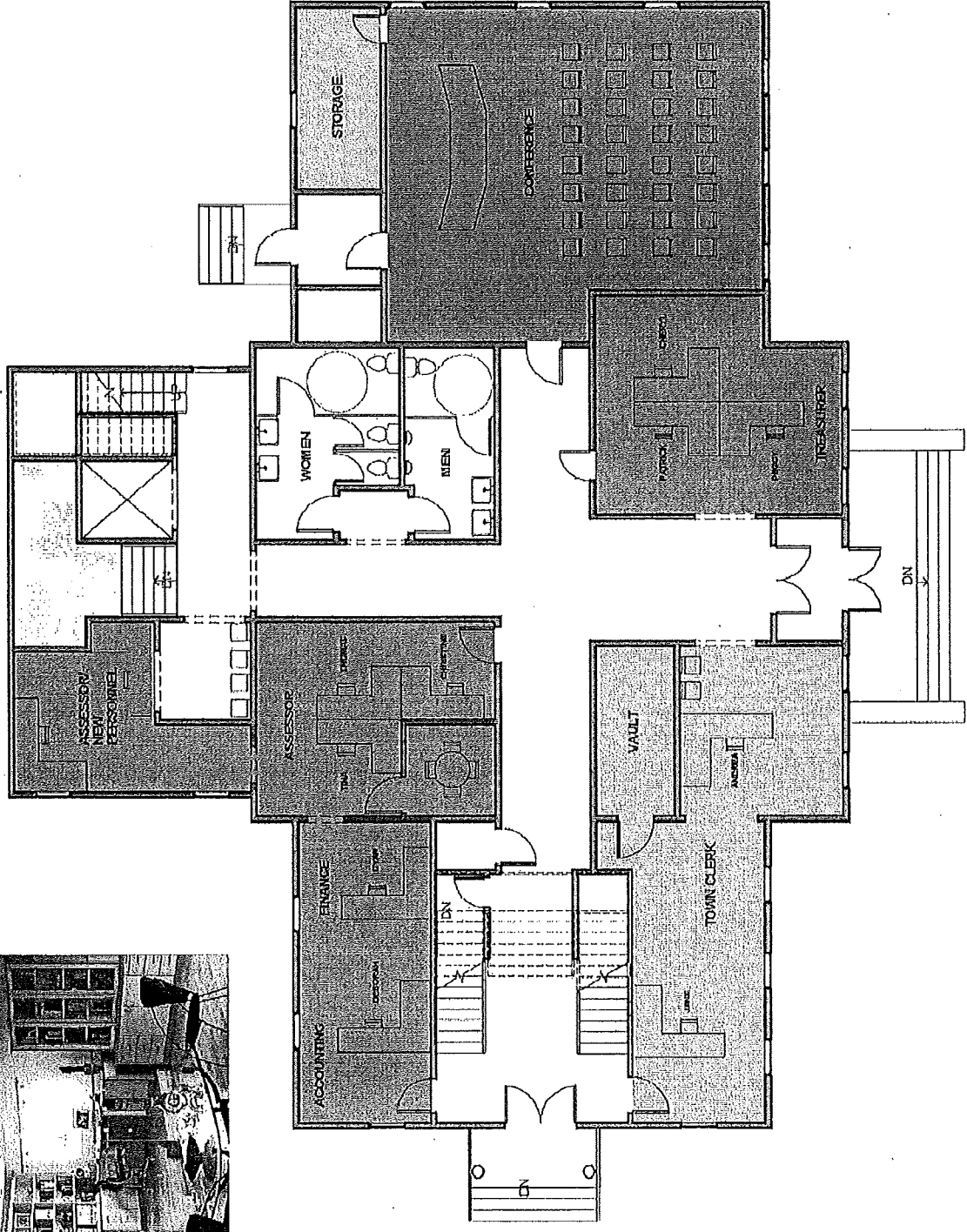
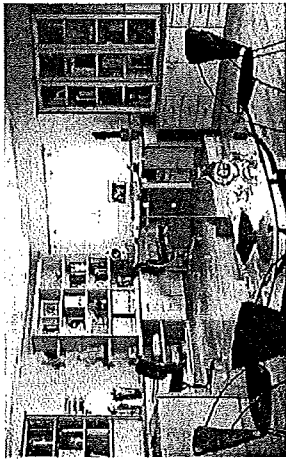
Team 2

John Fodera

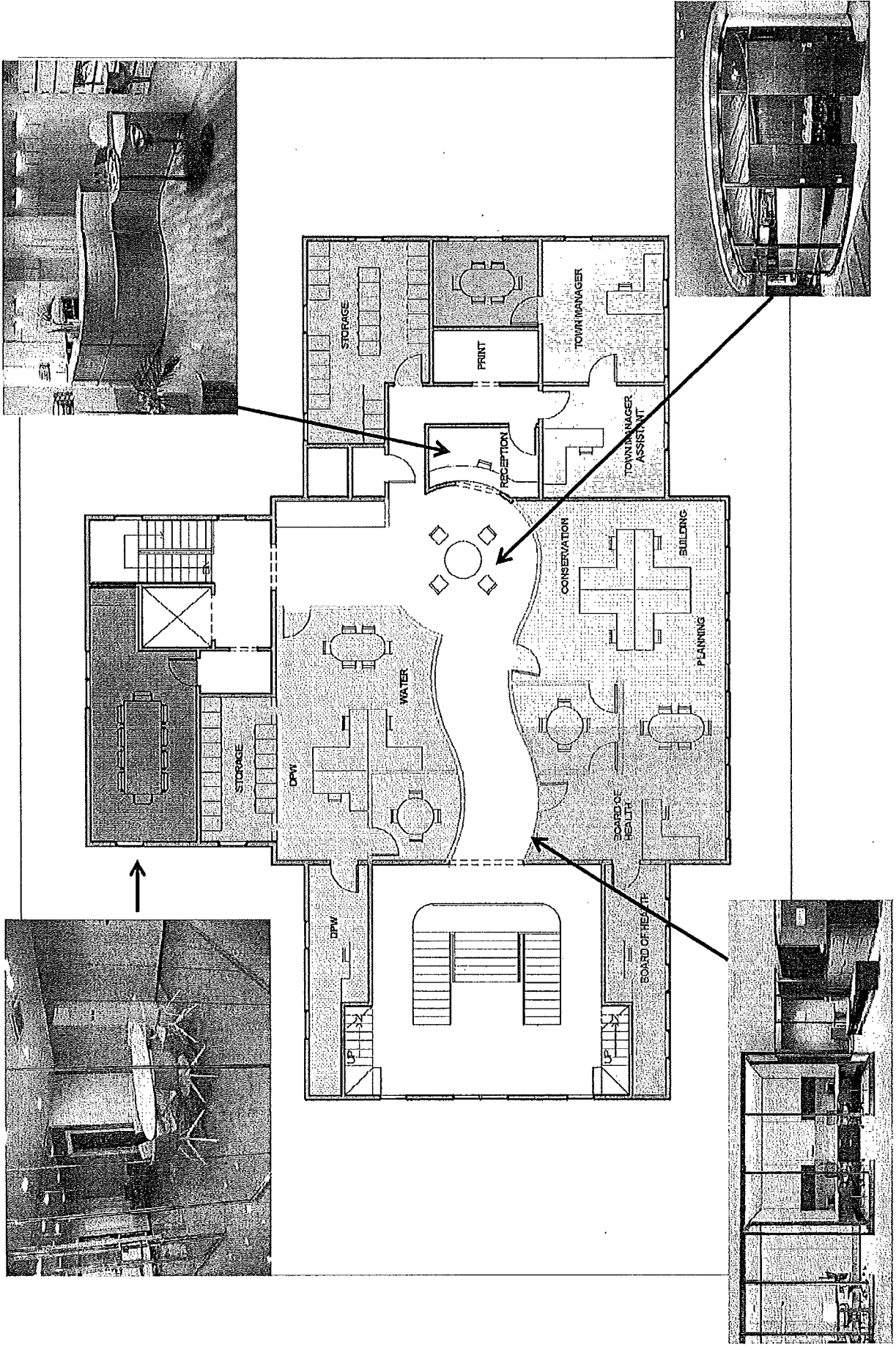
BASEMENT PLAN



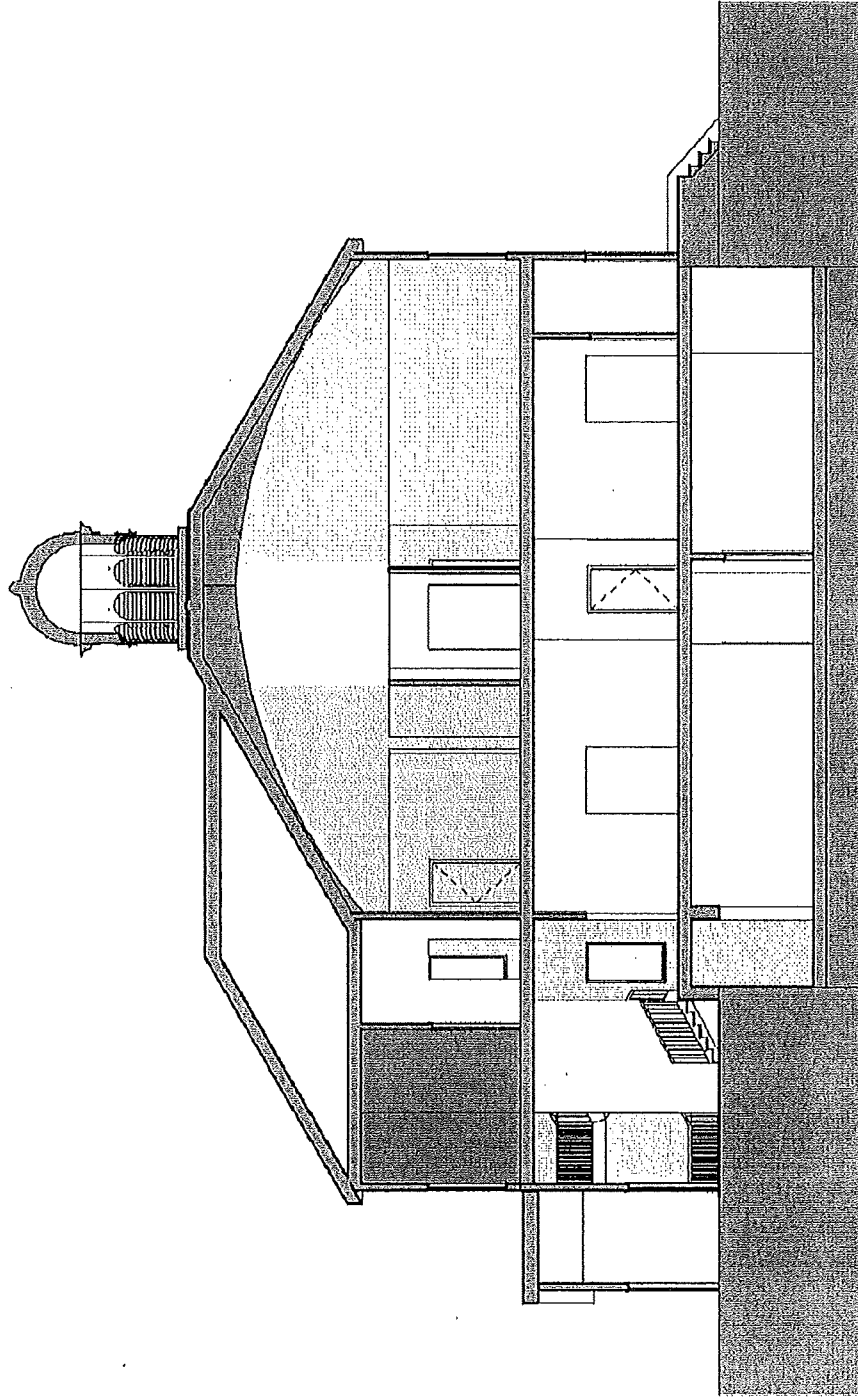
Hamilton Town Hall- 1ST FLOOR PLAN



Hamilton Town Hall 2nd FLOOR PLAN



Hamilton Town Hall TRANVERSE SECTION



**REQUEST FOR PROPOSALS (RFP) PACKET
TO LEASE AND MANAGE TOWN-OWNED PROPERTY
THE PATTON HOMESTEAD
650 ASBURY STREET**

ISSUED: [DATE]

PROPOSAL SUBMITTAL DEADLINE: [DATE and TIME]

**NOTICE
REQUEST FOR PROPOSALS**

**LEASE AND MANAGE THE PATTON HOMESTEAD
OWNED BY THE TOWN OF HAMILTON**

The Town of Hamilton invites proposals from 501(c)(3) organizations to lease and manage approximately fourteen (14) acres of land and the buildings and structures at 650 Asbury Street, commonly known as the Patton Homestead. The Town seeks a nonprofit to lease the Property with an intended purpose to enrich the lives of Hamilton residents and generate revenue to preserve the historic site.

The request for proposals (RFP) may be obtained at the Town Clerk's Office, Hamilton Town Hall, 577 Bay Road, Hamilton, MA 01936 after [DATE] 2016 (Mon. – Fri. 8:00 a.m. – 4:30 p.m.).

Proposals will be evaluated on: 1) responsiveness (whether the proposer agrees to meet the Town's terms and the proposal contains all the required documents and forms properly completed); and 2) responsibility (whether the proposer has the capability, integrity, and reliability to perform under the contract). The Town reserves the right to reject any or all proposals. The contract will be awarded to the proposer offering the most advantageous proposal, taking into consideration all evaluation criteria as well as price¹.

Proposals will be evaluated and awarded by the Town Manager. Separate sealed price² and non-price proposals (3 copies) must be submitted and stamped no later than 2:00 p.m., [day of week], [DATE] 2016, to the Hamilton Town Clerk, 577 Bay Road, Hamilton, Massachusetts 01936 (phone: 978-468-5570; fax: 978-468-2682; email: acarlson@hamiltonma.gov).

Proposals will be opened at the [PLACE, DATE TIME]. If at the time of scheduled proposal opening, Town Hall is closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the proposal opening will be postponed until _____ on the next normal business day. Proposals will be accepted until that date and time. Questions regarding this RFP must be submitted in writing to Michael A. Lombardo, Town Manager, Hamilton Town Hall, P.O. Box 429, Hamilton, Massachusetts 01936. Any addendum, if necessary, will be mailed to all proposers at the address each provided for such purpose on record as having requested a copy of this RFP. Failure of any proposer to receive any such addendum shall not relieve that proposer from any obligation under his or her submission. All addenda shall become part of the RFP documents.

Comment [MH1]: Even though there is no price for the contract, M.G.L. c.30B requires that contracts be awarded based on this standard.

Comment [MH2]: How many copies of the proposal would you like?

¹ Since the Town is seeking in-kind services over the duration of the Agreement to Manage rather than services for cash, the Town will assume that the value of the in-kind services offered by all proposers is \$25,000.

² Price proposals shall state that assumed value of the in-kind services offered is \$25,000.

RFP - p. 3
August 18, 16 June
24, 2016 v.1

Lease of the Property must be approved by Town Meeting. The Lease, a copy of which is attached hereto and incorporated herein, will be awarded within thirty (30) days after approval by Town Meeting. The time for award may be extended for up to forty-five (45) additional days by mutual agreement between the Town and the responsive and responsible proposer offering the most advantageous proposal, as determined by the Town.

**General Instructions and Specifications for
Proposal to Lease and Manage the Patton Homestead**

I. General Description of the Project

The Town of HAMILTON is requesting proposals from 501(c)(3) organizations to lease and manage approximately fourteen (14) acres of land and the buildings and structures at 650 Asbury Street, commonly known as the Patton Homestead, Assessor Map 19, Parcel 1 (the "Property"). The Property is owned by the Town of Hamilton pursuant to a gift from Joanne Patton, and is subject to the terms of the Gift Agreement, as amended. The successful proposer must manage the Property in accordance with the terms of the Amended Gift Agreement dated February 3, 2014, a copy of which is attached as Exhibit A. This Property is to be used for the benefit of the Town's residents and to preserve the Property, respecting its historic character.

The successful proposer will be responsible to carry out all the functions pertaining to the operation, care, maintenance, and improvement of the Property for ten (10) years commencing [DATE] and ending June 31, 2026 with the possibility of up to an additional 10 year extension term. Proposal procedures shall be in accordance with Massachusetts General Laws, Chapter 30B, Section 6.

The Property must be kept in good order. All structures and associated utilities must be provided and maintained by the successful proposer. The successful Proposer is expected to keep the Property in good condition by mowing and maintaining and improving the landscaping, maintaining, repairing and improving the buildings and structures, and managing the Property for the benefit of the Town's residents.

It is intended that the Property will be managed and improved such that the operations of the Property will fund the Property's operating and capital costs. The Town maintains a Gift and Grant Fund that holds proceeds that are to be used to maintain and preserve the Property. The Town understands that at the beginning of the Agreement's term, Town funds may be necessary to augment funds for the necessary preservation and maintenance

of the Property. Such appropriations will require Town Meeting approval, which cannot be guaranteed.

Use of the Property must respect the current use of a portion of the residence by Gordon College for its archival program to maintain, restore, and preserve documents, photographs, personal papers, and artifacts of the Patton family. Proposers must describe how their potential uses will avoid impacting or disrupting the archival program.

The Board of Selectmen has determined that the Property is not needed for municipal purposes and should be used to serve a public purpose. The Town will seek approval of the Lease at a future Town Meeting.

II. General Description of the Property

The description of the Property is taken from the report of the Patton Family Advisory Gift Committee dated May 10, 2012. The home that would become the Patton Homestead was built in 1786. The Property was purchased as a gift for Beatrice Ayer Patton and General George S. Patton, Jr. in 1928. The Patton family returned to the Property when Gen. Patton's military duties permitted, and after the General's death in 1945, Beatrice made it her permanent residence. It remained the Patton Family Homestead until it was gifted by Joanne Holbrook Patton to the Town in 2012, a gift which was accepted at Town Meeting.

The Property consists of a single family wood-framed residential structure and an equestrian barn with seven horse and three pony stalls. The barn is heated and has apartment space on the second floor. The paddock area is in disrepair. The Property also has a multi-car garage, landscaping, and space for parking.

The residential structure currently houses in one wing Patton family archival materials that remain the property of the Patton family. The archives are curated and maintained by Gordon College under an agreement between the college and Mrs. Patton. Proposers must accommodate the continued use of this portion of the residence in their proposed uses.

III. Lease

The successful proposer will be expected to execute a Lease which will detail the ten (10) years of agreement, insurance, maintenance responsibilities, conditions for termination, and Management Plan to be reviewed with the Town Manager annually. The Lease will provide the possibility of up to an additional 10 years extension term, solely at the Board of Selectmen's discretion.

Comment [DB3]: You may want to adjust the term and the extension

A sample lease is attached to this RFP. The successful proposer shall be required to enter into a lease substantially in the attached form. The Town reserves the right to accept or reject any proposal, in whole or in part, and to alter or waive conditions of these specifications that may be in the best interest of the Town.

IV. Instructions for Submitting Proposals

Attached is the proposal form (Form A). **Forms are to be submitted no later than 2:00 p.m., [DATE], 2016,** to the to the Hamilton Town Clerk, 577 Bay Road, Hamilton, Massachusetts 01936 and **clearly** marked "Patton Homestead Proposal". Three (3) copies of each proposal must be signed by the corporation's authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation. The proposer must include the current Articles of Incorporation and the letter from the Internal Revenue Service that endorses the corporation's 501(c)(3) status. The Town will consider proposals from nonprofit entities acting as joint venturers to lease and manage the Patton Homestead, although one entity must be identified as the lead venturer.

Comment [MH4]: State how many copies of the proposals you would like.

If a prospective proposer has a question concerning the terms of the RFP, said questions must be submitted to the Town Manager in writing at the above stated address no later than [DATE], 2016. Any additional information provided in response to such a submission shall be provided to all parties on record as having requested a copy of the RFP at the address each has specified for such purpose.

All proposers may make arrangements to inspect the Property by contacting the Town Manager, Michael A. Lombardo at (978-468-5572).

Prior to the date and time specified as the deadline for submission of proposals, proposers may correct, modify, or withdraw a previously submitted proposal. Notice of withdrawal

of a proposal shall be in writing addressed to the Town Manager. Any corrections, modifications or withdrawal must be submitted in a sealed envelope clearly marked either “**Patton Homestead Proposal – Modification No. _**” or “**Patton Homestead Proposal – Withdrawal**” and must be delivered to the Town Manager as specified above prior to the submission deadline. After proposal opening, a proposer may not change any provision of the proposal in a manner prejudicial to the interests of the Town or fair competition. Minor informalities will be waived or the proposer will be allowed to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct proposal and the proposer will be notified in writing; the proposer may not withdraw the proposal. A proposer may withdraw a proposal if a mistake is clearly evident on the face of the proposal but the intended correct proposal is not similarly evident.

The proposals will be evaluated by the Town Manager. The Town will award the Agreement to the proposer offering the most advantageous proposal, taking into consideration all evaluation criteria as well as price.³

Comment [MH5]: Again, M.G.L. c.30B requires that contracts be awarded based on this standard even though there is no price.

The successful proposer will also be required to submit the following before signing the Agreement, draft copies of which are attached: 1) Certificate of Non-Collusion (Attachment); 2) Statement of Tax Compliance (Attachment); 3) a Disclosure of Beneficial Interests (Attachment) and 4) Proof of Maintenance of Applicable Insurance Coverage.

The Town of Hamilton reserves the right to reject any proposal which, in its judgment, fails to meet the requirements of this RFP or which is incomplete, conditional, or obscure, or which contains additions or irregularities, or in which errors occur in addition to the foregoing.

The Town of Hamilton reserves the right to reject any and all proposals if it deems such rejection(s) to be in the best interest of the Town.

³ Since the Town is seeking in-kind services over the duration of the Agreement to Manage the Property rather than services for cash, the Town will assume that the value of the in-kind services offered by all proposers is \$25,000.

The Town of Hamilton also reserves the right to waive minor discrepancies, to permit a proposer to clarify discrepancies, and/or to conduct discussions with all qualified proposers in any manner necessary to serve the best interests of the Town.

Any fees or other expenses of the proposers associated with this RFP process are solely the responsibility of the proposers.

It is the Town's intention that a lease will be executed within thirty (30) days after Town Meeting approves a lease of the Property, unless the time for execution is extended by mutual consent of the parties.

Sealed Proposals will be received until the deadline of [date and time]. Proposals submitted after this deadline will be rejected as untimely. If Town Hall is closed due to uncontrollable events such as an Act of God or manmade disaster at the time that proposals are due, then the proposal submission deadline shall be postponed to the same time on the next business day.

Proposals will be opened and evaluated by the Town Manager immediately after the deadline has passed for proposal submissions. The successful proposer will be notified of selection in writing within seven (7) business days of proposal opening.

V. Proposal Content

The primary purpose of this RFP is to select a non-profit, 501(c)(3) organization that submits the most advantageous Proposal, taking into consideration both the evaluation criteria and the generation of potential revenue to preserve the Property for public purposes.

The Proposal must include a narrative of the proposed uses, provide evidence that the proposer has the relevant experience and is sensitive to the needs and concerns of the Hamilton community and the neighborhood.

The Proposal must include a business plan assessing the proposer's capacity to successfully manage and utilize the Property. The plan should address the following:

A. Program Plan: Provide detailed description of uses both open to the public (whether with or without a charged fee), and potential for private events and uses. Provide an overview of plans to make the Property available to Town departments, the Hamilton-Wenham Regional School District, local recreational organizations, and other non-profit organizations.

B. Space Plan: Provide plans and a statement depicting the proposer's vision for the physical design of the Property and provide a detailed cost estimate for the build-out of the proposer's vision.

C. Marketing Plan: Provide a detailed marketing analysis and strategy to support the proposed uses; assess opportunities based upon comparable uses in the eastern Massachusetts area; provide a profile of the proposer's target audience, projecting the data through the first ten year term; analyze opportunities for shared programming or cross-marketing with complimentary organizations in the Cape Ann area; articulate the benefit of the proposed uses to Hamilton's residents, businesses, and civic organizations; and describe how the marketing plan will be implemented.

D. Operations Plan: Provide a detailed plan for operating the programs and the facility, including costs of programming, staffing and labor, maintenance, etc.; provide projections for all expenses relating to the operation of the facility and programs; describe strategies for income generation through events, retail operations, admissions, etc.; provide projections of revenues and corresponding cash flow projections; describe financial controls, including auditing and monitoring.

E. Implementation Plan: Demonstrate how the proposer would realize its vision and goals for operating the facility and programs, including proposed management and organizational structure, comprehensive staffing plan, legal and financial agreements anticipated to be necessary for operating the facility and programs and defining the relationships between the proposer and other private and public entities related to the proposer's programming.

F. Fundraising Plan: Describe fundraising strategies to meet the financial obligations outlined in the proposal, proposer's vision and goals, including prospective funding sources, donors, levels of proposed requests, campaign schedules, and a description of the background(s) of the individuals or firms that will run the campaign.

G. Financial Report: Provide financial data that supports the business plan.

Price Proposal: The proposal shall specify the revenue share proposed for the lease from the commercial uses envisioned by the proposer. It is expected that the base rent for each year of the initial term shall be One Dollar and Zero Cents (\$1.00).

Proposers shall include plans for coordination with other service providers and Town departments to minimize duplication of programs. The Town will only consider proposals that meet the following requirements:

A. Building and Structure Maintenance: All maintenance shall be provided by the lessee. Any proposed color scheme must have prior approval of the Town. The lessee will be required to maintain the Property in compliance with all applicable laws, regulations, by-laws, and building codes.

B. Grounds Maintenance: All grounds maintenance shall be provided by the lessee. The lessee is specifically on notice that the copper beeches on the Property are of particular concern to the Patton family and the Town. The proposal should specify what the proposer will put in place to maintain the health of the copper beeches.

C. Snow and Ice Removal: Snow and ice removal is part of lessee's maintenance responsibilities.

D. Capital Repairs and Renovations: All capital repairs and renovations will require prior approval by the Town. It is expected that the Town will fund initial capital repairs and renovations, but the proposer will be expected to present a plan

that will generate revenue before the end of the initial lease term to fund all capital repairs and renovations.

E. Access: The Lessee shall agree to permit the agents and authorized representatives of the Town to access the premises at all reasonable times.

VI. Evaluation Criteria

Comment [DB6]: All criteria need careful review and editing

_____ In order for a Proposal to be considered complete and responsive, the Proposal shall include the following information. Proposals lacking this information or failing to meet criteria in this section shall be deemed non-responsive and will not be considered for further review.

1. Completion of all forms attached hereto.
2. Commitment to the Community
3. Insurance
4. Outstanding Financial Obligations to Town of Hamilton
5. Articles of Incorporation
6. A clear intention to lease, occupy, and maintain the Property
7. 501(c)(3) status
8. CV's and a description of relevant experience of all potential managers

Comparative Evaluation Criteria

Proposals that satisfy the minimum evaluation criteria set forth above will be further evaluated based on the following comparative criteria. Each of the following criteria will be evaluated as: highly advantageous; advantageous; not advantageous or unacceptable to the Town.

9. Vision for Use of the Property

a. Unacceptable: Requires Zoning Change or Ten + Years Until Self-Supporting

b. Not Advantageous: Special Permit Use or Five to Ten Years Until Self-

Supporting

c. Advantageous: Use Permitted As of Right and Two-Five Years Until Self-

Supporting

d. Highly Advantageous: Use Permitted As of Right and One Year Until Self-

Supporting

10. Plan for Property Capital Improvement or Expansion

a. Unacceptable: Removal of existing structures and replacement with new

structures

b. Not Advantageous: Major capital improvements or structural changes

necessary before any use

c. Advantageous: Minimal capital improvements or structural changes necessary

before any use

_____ d. Highly Advantageous: No capital improvements or structural changes needed

11. Experience With Private Fundraising and Securing Grants

a. Unacceptable: No experience by the organization or any of its directors

b. Not Advantageous: Less than one year's experience by the organization or any

of its directors

b. Advantageous: One to five years' experience by the organization or one or

more of its directors

c. Highly Advantageous: More than five years' experience by the organization or one or more of its directors

VII. Evaluation Process

The Town ~~Manager~~ will review the Proposals and award the contract. Proposals will be evaluated based upon fulfillment of the minimum criteria and a ranking of the comparative criteria. The Town will determine the most advantageous Proposal from a responsible and responsive proposer taking into consideration price and comparative evaluation criteria set forth in this RFP.

Comment [DB7]: Do you want to have others work with you on the evaluation?

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Draft

LEASE OF THE PATTON HOMESTEAD

See separate document

FORM A

**MANAGEMENT PROPOSAL
PATTON HOMESTEAD**

Submit this form (pages ___ - ___) in a separate envelope clearly marked on the outside as
"Proposal - Patton Homestead"

Name of Proposer: _____

Firm: _____

Address: _____

Town: _____ State: _____ Zip: _____

Telephone: _____

Minimum Evaluation Criteria

The proposer must meet and complete Criteria #1, 2, & 3 to be considered.

1. Commitment to the Community
2. Insurance
3. Outstanding Financial Obligations to Town of Hamilton

Comparative Evaluation Criteria

Each of the following criteria will be evaluated as: highly advantageous; advantageous;
not advantageous or unacceptable to the Town.

4. Vision for Use of the Property
5. Plan for Property Capital Improvement or Expansion
6. Experience With Private Fundraising and Securing Grants
7. Proposed Management Agreement

MINIMUM CRITERIA

Criteria #1 – Commitment to the Community

The Patton Homestead is a local and national historical site. The Property was gifted to the Town to be used for the Town citizens. Describe proposer’s knowledge of the site, proposer’s history with the Town, the Town’s involvement with the Patton family, and the terms of the gift.

Criteria #2 – Insurance

Insurance coverage by the proposer is required as described below in A., B., and C. Respond to statements below of proposed insurance coverage.

A. I will provide Workmen’s Compensation Insurance for the company employees to the statutory levels.

_____ Yes or _____ No

B. I will provide comprehensive general liability insurance, naming the Town of Hamilton as additional insured, with limits no less than \$1,000,000 per occurrence, \$3,000,000 aggregate.

_____ Yes or _____ No

C. I will provide automobile liability insurance, including coverage for owned, hired or borrowed autos, naming the Town of Hamilton as additional insured, with a minimum coverage of \$1,000,000 Combined Single Limit.

_____ Yes or _____ No

D. I will provide umbrella or excess liability insurance following form of underlying form of general and automobile liability coverage, naming the Town of Hamilton as additional insured, with a minimum coverage of \$5,000,000.⁴

 Yes or No

Criteria #3 – Outstanding Financial Obligations to Town of Hamilton

I have no outstanding obligations (fees, taxes, rent), owed to the Town of Hamilton.

 Yes or No

Signature _____

⁴ Note: Existence of umbrella coverage in excess of \$1,000,000 may serve to satisfy underlying limits for automobile and general liability where existing limits do not meet the requirements under B and C above.

COMPARATIVE CRITERIA

(Use Additional Paper, if necessary)

Criteria #4 – Vision for Use of the Property

List your top two preferred options for use of the Property. Identify likely revenues generated by each proposed use, the expected time it will take the use to fund the Property's costs, availability of the Property for use by Town residents, and the involvement of the Town. Identify how the proposed uses will respect and preserve the historic importance of the Property. Identify any public benefits as part of the proposed uses.

- Requires Zoning Change and/or Ten + Years Until Self-Supporting = Unacceptable;
- Special Permit Use and/or Five to Ten Years Until Self-Supporting = Not Advantageous;
- Use Permitted As of Right and Two-Five Years Until Self-Supporting = Advantageous;
- Use Permitted As of Right and One Year Until Self-Supporting = Highly Advantageous

Criteria #5 – Plan for Property Capital Improvement or Expansion

Identify All Capital Improvements or Structural Changes Necessary to Realize Uses Identified in Criteria #4.

- Removal of existing structures and replacement with new structures = Unacceptable;
- Major capital improvements or structural changes = Not Advantageous;
- Minimal capital improvements or structural changes = Advantageous;
- No capital improvements or structural changes needed = Highly Advantageous

Criteria #6 – Experience with Private Fundraising and Securing Grants

Experience in the past five (5) years with private fundraising and securing grants, whether by the proposer or the proposer's personnel who will be working with proposer to secure outside funding.

- No experience = Unacceptable;
- Less than one year's experience = Not Advantageous;
- One to five years' experience = Advantageous;
- More than five years' experience = Highly Advantageous

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Criteria #7 – Proposed Management Agreement

The Town will not pay for the management services provided by the successful proposer. Instead, the proposer will retain the proceeds derived from the use of the Property, except that 20% of the gross annual income less the costs and expenses incurred by the proposer in managing and maintaining the Property shall be remitted to the Town to be held in an endowment fund to be used to maintain and preserve the Property. The Town will appropriate money from the endowment fund for use for such projects as are approved by the Town Manager and confirmed by the Board of Selectmen, but which will be managed by the successful proposer.

Below are in-kind services that the Town expects the successful proposer to provide for use of the Property. Describe your proposal for each in-kind service (*Essential* are required while *Optional* are desired by the Town), understanding that the actual services rendered will be subject to the contractual terms in the final Agreement to Manage the Patton Homestead.

Essential in-kind services:

- 1) Prevent deterioration of the buildings and structures.
- 2) Maintain and preserve the copper beeches.
- 3) Weed and maintain the foundation plantings.
- 4) Mow the lawn.
- 5) Routine maintenance of the house for occupancy, including necessary maintenance of the water pump, hot water heater, septic disposal, electrical, and heating systems; and seasonal maintenance (such as water shutoff and draining in winter months if unoccupied). Such routine maintenance may be beyond monthly expenses, such as utility costs for electricity and heating fuel. The proposer will be responsible for major capital repairs to the premises after contribution by the Town from endowed funds.
- 6) Participation and cooperation in Town sponsored inspections of the Property, annual or otherwise, by qualified third-party inspector(s).
- 7) Cooperation with Town sponsored review of maintenance practices for the purposes of verifying/revising the Management Agreement.
- 8) Adhering to a set of reporting requirements to the Town of Hamilton that may include informal quarterly reports and/or meetings or formal annual meetings to review completed activities and planned activities.

Optional in-kind services:

- 9) Improve the barn and stalls for equestrian use.
- 10) Provide space for community gardening.
- 11) Host holiday and special events free and open to the public.

I understand that this proposal information will be evaluated by the Town Manager.

Signature _____

|

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Print Name _____
Date _____

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this 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.

Signature of individual submitting proposal

Name of business

DATE

STATEMENT OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws Chapter 62C, Section 49A, I certify under the pains and penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of individual submitting proposal

Name of business

DATE

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL
PROPERTY M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

1. (1) REAL PROPERTY:
2. (2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:
3. (3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:
4. (4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):
5. (5) ROLE OF DISCLOSING PARTY (Check appropriate role):
____ Lessor/Landlord ____ Lessee/Tenant ____ Seller/Grantor
____ Buyer/Grantee

____ Other (Please describe): _____

6. (6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME RESIDENCE

(7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none):

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of

which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time- shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

AUTHORIZED SIGNATURE of DISCLOSING PARTY DATE (MM / DD / YYYY)

PRINT NAME & TITLE of AUTHORIZED SIGNER