



# PUBLIC NOTICE OF DESIGNER SELECTION

## Designer Selection Board

One Ashburton Place | Boston, MA | 02108

Email DSB: [Infodsb@mass.gov](mailto:Infodsb@mass.gov) | [www.mass.gov/dsb](http://www.mass.gov/dsb)

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<b>DSB List#:</b>	25-09	
<b>Notice Date:</b>	April 2, 2025	
<b>Application Submission Deadline:</b>	April 23, 2025	At 2:00 PM
<b>Project Number:</b>	PVCICS-300VWC- S2025	
<b>Project Title:</b>	Building Renovation and Reconfiguration for School Occupation	
<b>Project Location:</b>	300 Venture Way, Hadley	
<b>Awarding Charter School:</b>	Pioneer Valley Chinese Immersion Charter School Educational Foundation, Inc.	
<b>Estimated Construction Cost:</b>	\$1,400,000 (USDA Rural Development Funding Contingent)	
<b>Study Fee &amp; Schematic Design Fee:</b>	\$20,000	
<b>Final Design Fee:</b>	Fees to be Negotiated	
<b>Project Type:</b>	Renovation	

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### Contract Type

☒ Study & Design

**Prime Firm Requested** a qualified firm within the meaning of M.G.L. Chapter 7C, Section 44), with Massachusetts registration.

☒ Architect  
☐ Landscape Architect  
☐ Engineer  
☐ Interior Designer  
☐ Vertical Transportation Firm  
☐ Programmer  
☐ Construction Manager

### Immediate Services Authorized

☒ Concept Feasibility Study  
☒ Schematic Plans & Outline Specifications

It is intended that the following continued services will be required of the selected Designer's team following completion of the study and notification of the Board in accordance with M.G.L. c. 7C.

☒ Construction Plans and Specifications  
☒ Bidding Phase  
☒ Administration of Construction Contract

The application must include resumes for the consultants associated with the specific Personnel and Project Experience listed below. Include resumes for all personnel.

**Personnel** other than Prime - qualified firms within the meaning of M.G.L. Chapter 7C, Section 44), with Massachusetts registration.

<input checked="" type="checkbox"/>	Architect ( <b>Prime</b> )		Structural Engineer
	Landscape Architect	<input checked="" type="checkbox"/>	Fire Protection Engineer
<input checked="" type="checkbox"/>	Civil (Sitework/Septic)		Independent Cost Estimating (License or registration not required)
	Land Surveyor	<input checked="" type="checkbox"/>	Interior Designer
	Geotechnical		Vertical Transportation QEI (Qualified
	Mitigating Site Contamination (must be a Licensed Site Professional)		Elevator Inspector
<input checked="" type="checkbox"/>	HVAC Engineer		Programmer
<input checked="" type="checkbox"/>	Electrical Engineer		Construction Manager
<input checked="" type="checkbox"/>	Plumbing Engineer		Environmental Consultant
		<input checked="" type="checkbox"/>	Specification Consultant

- The title “Architect” refers to design professionals that maintain a current registration with the Massachusetts Board of Registration of Architects; and
- The title “Engineer” refers to design professionals that maintain a current registration in any one of the engineering categories governed by the Massachusetts Board of Registration of Professional Engineers and of Land Surveyors

**Briefing session: A non-mandatory briefing session will be held at PSCI Charter School VWC, 300 Venture Way, Hadley, MA, Monday, April 7, 2025, at 1:00pm. All project inquiries shall be directed in writing via email to: Richard E Alcorn at [ralcorn@pvcics.org](mailto:ralcorn@pvcics.org).**

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## PROJECT BACKGROUND

### AGENCY INFORMATION

The Pioneer Valley Chinese Immersion Charter School (PVCICS) is a kindergarten through grade 12 educational program that produces academically strong students highly proficient in Chinese and English. The program goals are:

- To develop proficiency in Mandarin Chinese.
- To maintain and extend students' proficiency in English.
- To develop high levels of academic attainment, meeting or exceeding national and state standards, through rigorous study and instruction aligned with the Massachusetts Curriculum Frameworks.
- To develop students' understanding of Chinese culture and the ability to interact successfully with others whose language and/or culture differs from their own.

For more information visit: <https://www.pvcics.org/>

### BUILDING AND SITE INFORMATION

The site is a certain parcel of land situated on the east side of Venture Way containing approximately 14.48 acres. The parcel is improved by a circa 2002, 2.0 story steel framed office industrial building containing approximately 85,210 square feet of gross building area with approximately 10,000 sf (12%) of less finished & Unfinished warehouse and general storage space. Much of the interior is finished into individual offices, conference rooms, open office areas, breakout rooms, etc. Roughly 10,000 square feet on the 1<sup>st</sup> floor was leased back to the seller. Of the remaining 75,210 square feet approximately 15,000 sf on the second floor and possibly 5,000 sf on the first floor of the building will be in the scope of work. Primarily the work will focus on reconfiguring the existing spaces.

The school's leasehold will not be occupied during construction. See "**Supporting Documentation.**" For additional details.



## PROJECT OVERVIEW

**RENOVATION GOAL:** The selected firm will provide qualified design services and problem solving on how to renovate spaces most effectively, **rapidly** and economically in 22-year-old buildings with knowledge of providing such services in schools. Note that charter schools are not required to follow the same guidelines as typical public schools and may have alternative goals for space and programmatic elements. Alternates may be handled as a separate bid to **expedite** the completion of the 2<sup>nd</sup> floor renovation. The school desires to make cost effective reuse of the existing IT infrastructure.

The programmatic scope will prioritize work on the 2<sup>nd</sup> floor and will include but is not limited to:

### Interior:

- Construction features –
  - Design should be consistent with the existing structure
  - Removal of carpeting from classrooms and some hallways and replacement with durable flooring
  - Upgrade of existing fluorescent lighting fixtures to LED fixtures
  - 2<sup>nd</sup> floor classrooms to occupy the space 3 cubicle areas and will require some demolition of offices
- Classrooms
  - 14 Rooms sized 900-1500 sf on the 2<sup>nd</sup> floor
  - Add Alternate: 5 rooms sized 900-1000 square feet on the 1<sup>st</sup> Floor
  - Specialty - science labs and art room on 2<sup>nd</sup> floor
  - Add Alternate: 1<sup>st</sup> floor dance rooms, weight room, etc.
- Add Alternate: 1<sup>st</sup> floor Cafeterias for three seatings - based on the design if there is a space that would not have windows, this would be the space, allowing for classrooms to be on the exterior of the building with windows.
- Catering kitchen with warming capabilities –not a commercial kitchen

### Exterior

- fenced asphalt basketball
- accessible drop-off/pick-up area at basketball area
- Resurfacing of asphalt as needed based on the above requirements

## SCOPE OF PROJECT:

The following recommendations and scope of work items were identified; however, it should be noted that this summary may not be the complete representation of the work which will be required to implement the general intent of the work. The work includes but is not limited to:

1. Renovate existing interior spaces to accommodate:
  - a. 14 classrooms on the 2<sup>nd</sup> floor
  - b. 1 of 14 classrooms for Art

- c. 1 of 14 classrooms for high school science with sinks, gas, and ventilation hood
  - d. 1 of 14 classrooms for high school science with sinks
- 2. Exterior:
  - a. Installing a net and lines for an outdoor basketball area
  - b. Providing indicators for accessible drop-off and pick-up
  - c. Repair of existing storm water management system per Hadley Conservation Commission
- 3. Add Alternate renovations at the interior covered under the scope:
  - a. 5 classrooms on the 1<sup>st</sup> floor
  - b. Student Cafeteria on 1<sup>st</sup> floor
  - c. kitchen with warming capabilities and commercial sink on 1<sup>st</sup> floor

The work includes all reports, drawings, specifications, and cost estimates required to bid the work. A base project which meets the budget is expected. Due to time and budgetary constraints, alternates may be structured as a 2<sup>nd</sup> bid but are included in the study and design work. The design team shall coordinate with the representative(s) of the tenant school of the Pioneer Valley Chinese Immersion Charter School Educational Foundation, Inc. to establish a full and updated project budget.

However, if there are reasons and benefits to segregating the overall work scope into separate construction contracts, with potentially different contractors for technical or logistical reasons, then the Consultant should be prepared to address these options with the client working group in conjunction with the tenant school during the Study Phase.

All bid and construction documents will need to be reviewed and approved by USDA Rural Development National Office of Architects. Any construction will be subject to Build America, Buy America (BABA).

## PROJECT PHASES and DELIVERABLES

Work under this Public Notice is divided into the Project Phases as listed in the Contract for Designer Services and as augmented below. Each Project Phase may consist of one or more required submissions, and may include site visits, meetings with the representative(s) of the tenant school of the Pioneer Valley Chinese Immersion Charter School Educational Foundation, Inc., and others, or other tasks as described. Approvals will be required from the Board of Trustees of the Pioneer Valley Chinese Immersion Charter School, the Pioneer Valley Chinese Immersion Charter School Educational Foundation and, it is anticipated, the United States Department of Agriculture - Rural Development as the project progresses. The work identified below is representative for the purposes of this advertisement and is by no means fully inclusive.

The phases identified below are representative for the purposes of this advertisement and include but are not limited to:

- Permits and Approvals – (immediate services authorized - On going through the process).
- Kick-Off Meeting (immediate services authorized)
- Study –Study Report & Existing Conditions Documentation/Analysis (immediate services authorized)
- Schematic Design & Design Development (Services not authorized- dependent upon school authorization to Proceed)
- Construction/Bid Documents & Project Budget Development (Services not authorized- dependent upon school authorization to Proceed)
- Public Bidding & Contract Award (Services not authorized- dependent upon school authorization to Proceed)
- Construction Contract Administration (Services not authorized- dependent upon school authorization to Proceed)
- Warranty (Services not authorized- dependent upon school authorization to Proceed)

Authorization to progress to phases that have not been authorized will be based on a review of available funding sources for the total project cost and alignment with initial project goals. USDA Rural Development requires the preliminary architectural feasibility report to be completed prior to guaranteeing the funding for further phases. In order to facilitate the fast-tracked schedule, Schematic Design is funded and will continue while the Study is under review by USDA Rural Development. The fee associated with the unauthorized phases that are approved to be added to the contract will be negotiated. The proposed fee for the negotiated portion of the work will need to be determined by the end of the study so it can be included in the USDA Rural Development review. The Designer's contract will be amended to incorporate the negotiated fee and final scope after USDA Rural Development review.

The following apply to every phase unless specifically waived by the representative(s) of the tenant school of the Pioneer Valley Chinese Immersion Charter School Educational Foundation, Inc.:

- After a review the representative(s) of the tenant school of the Pioneer Valley Chinese Immersion Charter School Educational Foundation, Inc., written approval of each phase will be made in accordance with the Contract for Designer. If after this review the submission is "Not Approved" the Designer will be required to re-submit the deliverables for each phase in accordance with the comments included in the non-approval letter.
- Approval of each phase will not occur without successful completion of the required deliverables for each phase and shall precede Work on subsequent phases.
- Each Design Submission shall include a written response to any comments or recommendations included with the approval of the preceding phase.
- Each submission shall include an electronic copy of the submittal. Hardcopy submittals may be requested by the representative(s) of the tenant school of the Pioneer Valley Chinese Immersion Charter School Educational Foundation, Inc. Include live section tabs that link to the content on PDF reports, specifications, and drawings. The submittal is not considered complete until the full submittal is delivered.
- Document and explain the reasons for any proposed changes in the project scope, schedule or budget which have occurred since the approval of the preceding design submission.
- Meet with the representative(s) of the tenant school of the Pioneer Valley Chinese Immersion Charter School Educational Foundation, Inc., to review and resolve any issues or discuss alternative design approaches.

#### **Permits and Approvals:**

Work with the representative(s) of the representative(s) of the tenant school of the Pioneer Valley Chinese Immersion Charter School Educational Foundation, Inc. to identify and obtain all required permits and approvals. Provide design drawings as required for all permit submissions. All meetings with the Town of Hadley, MA building authorities, and all required meetings with other City agencies will be included in the base fee scope. *Building Code compliance is Architect responsibility. Building Code consulting and any meetings with Building and Fire Departments required to obtain building permits are included in the base scope.*

#### **Kick-off Meeting:**

Schedule, conduct and prepare minutes of a Kick-off meeting. Prior to the meeting, the designer shall review the provided documentation, visit the site to become familiar with existing conditions, recommend follow up investigations, testing, and selective demolition, and formulate a general approach or alternative approaches to the project. At the meeting, the representative(s) of the tenant school of the Pioneer Valley Chinese Immersion Charter School Educational Foundation, Inc. and the designer will discuss the project overview, the budget, the schedule, and the deliverables and deliverable procedure, and other relevant items related to the project.

#### **Concept Feasibility Study:**

Schedule, conduct and prepare minutes of a Study meeting. Review all documents provided by the school. Assess, analyze, and document the programmatic, siting and building requirements, including test fitting the program, environmental and geotechnical requirements, and hazardous material requirements for accommodating the

services and activities identified the representative(s) of the tenant school of the Pioneer Valley Chinese Immersion Charter School Educational Foundation, Inc. Assess existing conditions of the site and buildings providing sufficient information to identify the problems and opportunities, so that all major implications for future requirements and design can be accurately judged.

**Milestone Work Product:** Prepare and deliver a formal Schematic Design Submission which includes:

- a. Meeting minutes and presentation.
- b. Existing Documentation Review
- c. Site and building analysis.
- d. A summary of the codes and regulations that apply to the project, including but not limited to the Existing Building Code, Energy Conservation Code, and MAAB requirements that will affect the project.
- e. Identify and analyze up to three meaningful alternative design concepts for implementing the proposed project. Emphasis should be placed on developing reasonable, economical, and practical solutions to evaluate.
- f. Cost analysis
- g. Project Schedule analysis
- h. Program Development, existing conditions review and noted analysis Report (Draft and Final).
- i. Proposed fee for continuation of the project after USDA Rural Development review.

### **Schematic Design:**

Schedule, conduct and prepare minutes of a Design Development meeting. Prior to the meeting, the designer shall work with the representative(s) of the Pioneer Valley Chinese Immersion Charter School Educational Foundation, Inc. and tenant school to determine and document specifications, final layouts, details and material and equipment selections by the representative(s) of the tenant school of the Pioneer Valley Chinese Immersion Charter School Educational Foundation, Inc. to further clarify and define that stages' design decisions are in line with the design objectives, cost, and schedule constraints.

**Milestone Work Product:** Prepare and deliver a formal Design Development Submission which includes:

- a. Meeting minutes and presentation
- b. Document any additional design modifications made since the approval of the Concept Design.
- c. An outline specification which lists the technical specification sections and their respective scopes to be included in the construction documents.
- d. Updated project drawings of the selected option which include any additional design modifications made since the approval of the Schematic Design Phase.
- e. An updated cost estimate that is structured to identify any required filed subcontractors and include a breakdown for each sub-trade.
- f. Meeting minutes.
- g. After review of the schematic by the representative(s) of the tenant school of the Pioneer Valley Chinese Immersion Charter School Educational Foundation, Inc., due to time constraints, the school will identify final decisions for the construction document phase of design, including but not limited to, budget ECC, defined scope and any alternates, and updated schedule.

### **Construction Documents:**

Prepare final construction documents and bid documents that will facilitate accurate and dependable final pricing through public bid process. Schedule, conduct and prepare minutes of a Construction Document meeting if required by the school.

**Milestone Work Product:** Prepare and deliver a formal Construction Document Submission which includes:

- a. During the Construction Document process, provide an updated cost estimate at approximately 70% of Construction Documents to verify final costs and is structured to identify any required filed subcontractors and include a breakdown for each sub-trade. Prevailing wage should be used for the location of the school.

- b. Document any additional design modifications made since the approval of the Schematic Design.
- c. Provide a single set of Contract Documents for Construction which shall be used for the solicitation of competitive bids in accordance with USDA Rural Development and MGL Chapter 149 which shall include as a minimum:
  - i. Drawings which include plans, elevations, details, and cross sections, as many as deemed necessary by the Owner.
  - ii. Technical specifications which clearly identify each filed sub-bid trade and include any documents required by the owner.

#### **Public Bidding and Contract Award Phase:**

Upon approval of the pre-bid project budget by the tenant Charter School, the design team shall prepare and deliver one consolidated .pdf file set of bid documents, including all final construction drawings and specifications. Include any comments from the construction document phase, a reviewed Advertisement reflecting the correct bidding schedule as developed with the owner and the owner's representatives, and prevailing wage. The school will have full rights to duplicate in sufficient quantity for anticipated demand by interested bidders and for internal use. The Designer shall perform all necessary bid phase services, including participation in subcontractor prequalification. Delivery methods will be Chapter 149 with USDA Rural Development requirements added.

##### **Milestone Work Product:**

- a. The designer shall attend a pre-bid conference scheduled and conducted by the Owner/Owner's Project Manager.
- b. Record bidders' questions and prepare and distribute addenda as necessary.
- c. Make written recommendations on the contractor/subcontractor qualifications after bids are opened.

#### **Construction Contract Administration Phase:**

Perform Construction Administration and project close-out duties per the Agreement between the representative(s) of the tenant school of the Pioneer Valley Chinese Immersion Charter School Educational Foundation, Inc. and Designer. Construction will be subject to Build America, Buy America (BABA)

##### **Milestone Work Product:**

- a. Schedule, attend, and conduct a pre-construction conference. The NTP should take place at the beginning of the meeting.
- b. Conduct scheduled job meetings weekly at the project site to observe the quality and progress of the work. The designer shall be responsible for periodic supervision and observation of the construction, consistent with the "Controlled Construction" requirements of the state building code, to ensure adherence to the detailed contract requirements and intent of the bid documents and construction contract.
- c. Issue clarification sketches as required to answer all questions from the Contractor.
- d. Review and act upon shop drawings, in a timely manner as submitted by the Contractor.
- e. Ensure that all necessary inspections and approvals from the appropriate authorities are secured.
- f. Review and coordinate as-built drawings and other project submittals.
- g. Prepare punch lists and final contractor payment and completion documents.
- h. Review with the representative(s) of the tenant school of the Pioneer Valley Chinese Immersion Charter School Educational Foundation, Inc. and recommend action relative to approving Contractor's Applications for Payment.

#### **Warranty Phase:**

Schedule with the Owner and the representative(s) of the tenant school of the Pioneer Valley Chinese Immersion Charter School Educational Foundation, Inc. and perform an inspection of the subject project approximately nine months from the date of Substantial completion.



**Milestone Work Product:** A written report noting any possible one-year warranty claims against the General Contractor.

## APPLICATION EVALUATION

Applications will be evaluated based on the DSB criteria for selection of semi-finalist and finalist appearing [DSB Selection Criteria for Charter Schools](#). The application must include resumes for the consultants associated with the specific Personnel listed on the second page and Project Experience listed below. Include resumes for all personnel.

### EVALUATION FACTORS

Applicants must meet the requirements of M.G.L. C. 7C, §§ 44 and 48. The applications will be evaluated based upon the requirements of M.G.L. C. 7C, § 49 and the work listed on DSB Application Form Sections 4 and 5 which illustrate current qualifications in the following areas:

1. The experience of the MA registered project-leads for both the Designer and their consultants (principals and project managers) reflects their specific experience with this kind and scale of project. Evidence should show that they are capable of developing a cost-effective strategy for and supporting the client team and their own design team.
2. Recent, and demonstrated experience in the programming, design, and completed construction of school projects of this type, scale and complexity, including USDA Rural Development & Ch.149. Work should include: the evaluation of existing conditions, forward thinking design and planning for elementary and secondary education, and evidence of the required technical skill of team.
3. Firms whose principals and owners are regularly actively engaged as project managers and project architects and have demonstrated experience being the prime designer on publicly bid Chapter 149 in Massachusetts with a bonus for USDA Rural Development requirements for projects with an estimated construction cost of up to \$2M.
4. Demonstrated ability of the firm to meet the tight project schedule and budget based on current workload of the staff assigned to the project, total workload of the firm, and past record of designing on tight schedules.
5. References from other similar projects regarding quality of work, experience as noted above and professionalism.

## SUPPORTING DOCUMENTS

The scope of work for this project is supported by the materials listed below.

- [NES Venture Way Arch MEP and Fire plan set - Original 2001](#)
- [Building Inspection Report – Inspection Report](#)
- [Asbestos and Lead-based Paint Survey and Initial Mold Evaluation](#)
- [Preliminary ALTA Plan](#)
- [Phase I Environmental Site Assessment Report](#)
- [Build America, Buy America Customer Guide](#)
- [Community Facility Loan & Grant Program Summary](#)

# DESIGNER GUIDELINES and PROCEDURES REQUIREMENTS

Project requirements, general conditions and/or requirements of this public notice include, but are not limited to the below:

## DESIGNER GUIDELINES:

### MAXIMIZING LIMITED RESOURCES

Design should be consistent with existing structure and cost effective.

### FOSTERING A POSITIVE LEARNING ENVIRONMENT

The design supports the objectives of the client.

### SUSTAINABILITY AND RESILIENCE

In support of the Commonwealth's goals to create sustainable buildings, design teams are expected to identify and integrate basic carbon reduction strategies associated with this project.

### HEALTHY BUILDING ENVIRONMENTS

The Commonwealth is dedicated to reducing health and safety hazards in schools in a comprehensive and cost-effective manner, with a particular focus on protecting the health of children and other sensitive populations. The project will target the replacement of particular materials typically found in capital project specifications in order to reduce/eliminate building materials which contain VOCs, phthalates or other toxins, as well as seek to improve indoor air quality by other means.

### INCLUSIVE AND ACCESSIBLE SPACES

The Design Team must comply, at a minimum, with [521 CMR, The Rules and Regulations of the Architectural Access Board](#), as well as the [2010 ADA Standards for Accessible Design](#). When the requirements of these two laws differ the Design Team shall comply with the one that provides the greater degree of accessibility. The Design Team is also expected to understand and reflect in its design the civil rights obligations of the Commonwealth under [Title II of the Americans with Disabilities Act](#) to provide equal access to programs, services, activities and comply with ADA scope requirements for alteration of primary function areas, as applicable.

## PROCEDURES:

### CONSTRUCTION SPECIFICATIONS

The designer shall be responsible for creating detailed comprehensive Specifications specifically suited to the project in Standard CSI format.

### COST ESTIMATING

Three detailed cost estimates and cost estimate reconciliation will be included in the Scope of Work as follows: at the end of Schematic Design, at the end of Design Development and at 70% CDs (to set record estimate for bidding).

### ENVIRONMENTAL OR SUPPLEMENTAL SERVICES

If existing testing and inspections are deemed insufficient, lead based paint and asbestos testing and inspection services or other environmental services will be provided as a reimbursable to the Designer, but the Designer's cost for procurement, coordination, administering of this consultant are part of the basic service. The analysis and clarification of test and inspection results, recommendations for action, preparation of the project specification relating to these recommendations, construction administration and assistance in the scheduling of post-abatement certification inspections are Basic Services. Recent testing and inspections do not support the need for any abatement services.

the representative(s) of the tenant school of the Pioneer Valley Chinese Immersion Charter School Educational Foundation, Inc. reserves the right to obtain supplemental services through independent consultants who will collaborate with the Designer's team. These supplemental services may include, but are not limited to, asbestos inspection and monitoring, and indoor air quality testing and monitoring.

Other reimbursable services may apply to the project.

### PROJECT MEETINGS/WORKSHOPS

the representative(s) of the tenant school of the Pioneer Valley Chinese Immersion Charter School Educational Foundation, Inc. and the Designer's team will hold periodic workshops/design phase meetings to ensure that critical issues are not overlooked and that all team members have an opportunity to contribute their expertise, to anticipate potential obstacles, to identify potential solutions, and to expedite the decision-making process. Attendance by key members of the Designer's team will be required at all workshops. Workshops will take place at a minimum as the presentation of design phase documents.

### PROJECT DELIVERY

The bidding and construction administration will follow the public bidding requirements under M.G.L Ch. 149 for project utilizing public funding.

### AFFIRMATIVE MARKETING GOALS

The Commonwealth is committed to helping address the disparity in the participation of minorities and women in design. Although the representative(s) of the tenant school of the Pioneer Valley Chinese Immersion Charter School Educational Foundation, Inc. is not explicitly required to establish a minimum combined MBE/WBE participation goal for the Contract in accordance with M.G.L. C.7C, § 6 and Executive Orders 526, 559 and 565, the representative(s) of the tenant school of the Pioneer Valley Chinese Immersion Charter School Educational Foundation, Inc. encourages MBE/WBE participation as well as other diversity in its Contract.

### VETERAN OWNED BUSINESS GOAL

Veteran Owned Business Participation Goal - Ch. 108 of the Acts of 2012; Executive Order 565: The Commonwealth promotes and monitors the participation of Service-Disabled Veteran-Owned and Veteran-Owned Business Enterprises (collectively "VBE") on its design projects. The goal for VBE participation on DCAMM, other Executive Branch agencies, and municipalities design projects is 3% of the contract price. ***As Charter Schools may not receive funding from any of these sources, the Goal for Charter schools is encouraged only.*** Please note that only firms that are currently Massachusetts Supplier Diversity Office certified can be credited toward meeting the project VBE goal.

In addition, the Commonwealth encourages the participation of Disability-Owned Business Enterprises (DOBEs) and Lesbian, Gay, Bisexual, and Transgender Business Enterprises (LGBTBEs) firms on its design projects (see Executive Order 565 -No. 565: Reaffirming and Expanding the Massachusetts Supplier Diversity Program | Mass.gov).

## CONTRACT REQUIREMENTS

Contract for Final Design, and Construction Administration Services:

The applicant agrees to execute a mutually agreeable contract. The **MODEL CONTRACTS FOR DESIGN SERVICES** are on the webpage at: <https://www.mass.gov/info-details/for-commonwealth-charter-schools>

**There are two (2) different pre-approved United States Department of Agriculture – Rural Development "boilerplate" packages available in both hard copy and in electronic format that have been developed for CF Project – they are AIA 2017 Edition for contracts exceeding \$100K or Rural Development Version for contracts less than**

**\$100K. If the pre-approved “boilerplate” documents are not utilized or have been altered, review and approval by RD’s legal office is required.**

## **INSURANCE**

Applicants are advised that certain documents are required as a condition of contract execution, including, without limitation, a) evidence of professional liability insurance in an amount equal to the lesser of \$2,000,000 b) Commercial General Liability policy to provide a combined single limit for bodily injury and property damage of \$1,000,000 per occurrence, and \$2,000,000 aggregate, c) Personal and Advertising Injury coverage provided at a limit of \$1,000,000, d) Automobile Liability policy with a combined single limit for bodily injury and property damage liability of at least \$1,000,000, e) Umbrella Liability as broad as the underlying policies with a minimum level of protection of \$1,000,000, f) insurance for the payment of compensation and other benefits under MGL Ch. 152 (Workers Compensation Law) to all persons employed under this contract, including employer’s liability insurance in an amount not less than \$500,000 for each accident or disease for each employee and g) Pollution Legal Liability policy with a minimum limit of \$1,000,000 per occurrence for this project. Evidence of pollution liability coverage in compliance with the Contract requirements may be carried by the Hazardous Materials Consultant identified above. All other coverage must be carried by the Designer. All other coverage must be carried by the Designer. *No costs shall be incurred, or work performed before all contract documents are properly executed and a project Notice to Proceed is issued in accordance with the terms of the Contract.*

## **ADDITIONAL SERVICES**

If this Notice indicates that the Study/Schematic Design fee is to be negotiated within a range, following successful fee negotiations, the Contract will be amended to incorporate a scope and fee for the study services and schematic design. If study pursuant to M.G.L. c. 7C is completed, the Contract may be amended to incorporate one or more of the design, bidding, construction administration, and close out and warranty scope of services and fee. At the conclusion of the study, if the applicant is requested by **Pioneer Valley Chinese Immersion Charter School Educational Foundation, Inc.** to perform final design services, the applicant agrees to amend the Contract’s scope of services to include final design, construction administration services and warranty, and any other documents and services as necessary. Designers awarded the Contract for Study and/or schematic design are not guaranteed to be awarded the additional Design Phases.

## **SCHEDULE**

Work to begin immediately with target completion for construction documents September of 2025. Work may take place in multiple phases.

Study Phase: The representative(s) of the tenant school of the Pioneer Valley Chinese Immersion Charter School Educational Foundation, Inc. has established an anticipated goal of **Two (2) months** to complete a Study, and Schematic Design. Schematic design will continue while the project is under review by USDA Rural Development.

Design Phase: The representative(s) of the tenant school of the Pioneer Valley Chinese Immersion Charter School Educational Foundation, Inc. has established a goal of **Two (2) months** to complete design (CD/ Bid Documents). The schedule for public bidding phase through construction contract/NTP is approximately **8 weeks**.

Administration of the Construction Contract services will be established, if applicable, in consultation with the school as part of the study phase and reviewed throughout the project.

Warranty Phase: Prior to the end of the one-year warranty period – approximately 9 months after substantial completion, the warranty walk-thru period begins and is approximately **1-4 weeks** in duration depending on the final scope.

## FINANCIAL STATEMENT

M.G.L. c. 7C, §51 requires that on public design contracts where the total design fee is expected to exceed \$30,000 and for the design of a project for which the estimated construction cost is expected to exceed \$300,000 the Designer shall:

- a) File its latest CPA or PA audited financial statement with the **Pioneer Valley Chinese Immersion Charter School Educational Foundation, Inc.**, and continue to do so annually throughout the term of the contract; and
- b) Submit a statement from a CPA or PA that states that they have examined management's internal auditing controls and expresses their opinion regarding those controls to **Pioneer Valley Chinese Immersion Charter School Educational Foundation, Inc.**

## CONDITIONS FOR APPLICATION

Before a designer can apply for a project within DSB jurisdiction, they must file a written "disclosure statement" in accordance with M.G.L. c. 7C, § 48. The statement provides the basis for the DSB informational database and verifies that the designer meets certain general qualification and ownership requirements detailed in M.G.L. c. 7C, §§ 44 and 48. To help firms meet this requirement, the DSB provides an online registration system that can be accessed [here](#).<sup>1</sup> Firms must register on this platform to submit the required disclosure statement; paper disclosure statement submissions are no longer accepted. As part of applying for a particular project, firms must verify that the information provided remains accurate and up-to-date or, if necessary, submit updated information.

A minimum of 3 public agency evaluations or private sector references completed within the past five years are required to be submitted with the application. All evaluations and references should be submitted through the [Designer Selection Network](#) for attachment to the application. The Designer Selection Board and Agencies reserve the right to check additional evaluations and references as part of the application review process.

In addition to the criteria described in the public notice, the Designer Selection Board will review the applications in pursuit of the principles described in [M.G.L. c. 7C, §44 \(a\)](#).

## APPLICANTS, PLEASE NOTE

Applicants are required to use the [Designer Selection Board Online Portal](#)<sup>2</sup> to submit applications. New users can request credentials through the system [login screen](#).<sup>3</sup>

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<sup>1</sup> <https://www.mass.gov/service-details/dsb-online-registration-process>

<sup>2</sup> <https://dsb.formverse5.com/FORMVERSESERVER-DSB/WebApp/Login.aspx>

<sup>3</sup> <https://dsb.formverse5.com/FORMVERSESERVER-DSB/WebApp/Login.aspx>