TOWN OF MEDFIELD

REQUEST FOR OWNER'S PROJECT MANAGEMENT SERVICES ("OPM RFS")

Medfield Public Schools
459 Main Street, Third Floor
Medfield, MA 02052

Released:
February 4, 2026

Responses Due By:
February 19, 2026 by 1:00 p.m.

Contact Information:
Ben Jachowicz
Facilities Project Manager
508-359-8505 x 3369
bjachowicz@medfield.net

REQUEST FOR OWNER'S PROJECT MANAGEMENT SERVICES ("OPM RFS")

1. Introduction

The **Town of Medfield**, ("Owner") is seeking the services of a qualified OPM "Owner's Project Manager" as defined in Massachusetts General Laws Chapter 149, Section 44A½ and as further defined by the provisions of this RFS, to provide Project Management Services for the design, construction, addition to and /or renovation of the **Dale Street School** ("School") in The **Town of Medfield**, Massachusetts ("Project").

The Owner is requesting the services of an OPM to represent the Owner during the feasibility study and schematic design phases of the project initially. Subject to the approval of the Project by the Massachusetts School Building Authority (the "MSBA") and further subject to continued funding authorized by the **Town of Medfield**, the contract between the Owner and the Owner's Project Manager may be amended to include continued Project Management Services through design development, construction documents, bid and award, construction and final closeout of the potential Project. A potential approved Project may include a renovation of the existing School, a renovation and addition of the existing School and/or new construction. The estimated total project costs of an approved potential Project may range from ***$*100 -$150 million** depending upon the solution that is agreed upon by the Owner and the MSBA and that is ultimately approved by a vote of the MSBA Board of Directors.

2. Background

Medfield is a residential community in Norfolk County, Massachusetts, governed under a Town Charter with a three-member Select Board and an appointed Town Administrator, with legislative authority vested in an Open Town Meeting where all registered voters may participate and vote in person on municipal matters, including the annual budget. Medfield Public Schools is a PK–12 district serving the entire town and is organized across five schools, with Memorial School serving Preschool through Grade 1, Ralph Wheelock School serving Grades 2–3, Dale Street School serving all district students in Grades 4–5, Thomas Blake Middle School serving Grades 6–8, and Medfield High School serving Grades 9–12. Under this configuration, all students transition to Dale Street School after completing Grade 3 at Ralph Wheelock School and then move on together to Thomas Blake Middle School following Grade 5. The mission of Medfield Public Schools is to work in partnership with families and the community to foster a safe, inclusive learning environment that empowers students to meet high standards, adapt to change, and become responsible, contributing members of society, guided by the district's core values of Inclusivity, Respect, Responsibility, and Continuous Growth. At the Grades 4–5 level, this mission is reflected in instructional practices and school culture that emphasize academic growth, social-emotional development, a strong sense of belonging, and preparation for the increased independence and expectations of middle school.

The Town of Medfield is conducting a project to evaluate alternatives (including the possible replacement of or addition/renovation to) the Dale Street School in Medfield. The Dale Street School was initially built in 1940, and has since received various improvements and additions over time. The Medfield School Building Committee ("MSBC") was formed in April of 2023 to begin the planning of the project, and was accepted into the MSBA program in December, 2024 and completed

Module 1 of the MSBA process in December 2025. The existing Dale Street School facility does not adequately support the educational program for Grades 4 and 5 and exhibits multiple deficiencies related to space adequacy, functionality, flexibility, and compliance with current educational

standards. These deficiencies limit the District's ability to deliver equitable, modern instructional programming and student support services.

Instructional Space Deficiencies
The building lacks appropriately sized general and special education classrooms, as well as properly located small-group instructional spaces integrated within general education classrooms. Existing classrooms were designed for traditional high school instruction of the 1940's and cannot accommodate contemporary instructional models that require flexible layouts, differentiated instruction, and integrated technology. As a result, instructional spaces are functionally obsolete and do not support current curriculum delivery expectations for upper elementary grades.

Student Support and Confidential Space Deficiencies
There is an insufficient number of dedicated, confidential spaces for counseling, psychological services, and related student support functions. Staff are required to use repurposed or shared spaces that do not meet privacy or programmatic requirements, negatively impacting service delivery and student well-being. Many parent meetings take place in the principal's office as it is the sole confidential space in the building.

Music and Acoustical Deficiencies
Music instruction occurs in spaces that are not acoustically separated from adjacent classrooms, in hallways, other spaces not designed for musical instruction. This limits the effective delivery of the music curriculum, indicating a functional and programmatic deficiency and often results in frequent disruptions to classroom instruction

Temporary Space Reliance / Lack of Flexibility
The two modular classrooms currently in use were intended as a temporary solution but have become permanent. Removal of these units would result in an immediate classroom deficit and prevent the District from maintaining class size guidelines established by the Medfield School Committee. While temporary accommodations have been made to create small-group instructional areas, these spaces lack permanence, flexibility, and adaptability. The building does not have sufficient capacity to respond to enrollment changes or evolving program needs, creating inequities in access to instructional and support services. Recently, a class was displaced for 10 weeks due to the failure of one of the modular classrooms.

Core Space Deficiencies (Gymnasium)
The gymnasium is undersized relative to programmatic needs. The existing gymnasium floor area is approximately 3,348 square feet. The gymnasium does not adequately support physical education programming, scheduling needs, community use expectations or concurrent activities, representing a functional deficiency.

Core Space Deficiencies (Library / Media Center)
Despite mitigation efforts, the library/media center remains significantly undersized for an upper elementary educational program. The total area of the library/media center is approximately 2,460.5 square feet. In addition to the library program, it also serves as a makerspace area for students to use design thinking projects and daily announcements. These deficiencies prevent the library/media center from supporting small-group instruction, research-based learning, and concurrent use by multiple classes. As a result, the space functions primarily as a single-class instructional area, limiting its effectiveness and flexibility.

Educational Program Impact
The cumulative impact of these deficiencies is a facility that cannot adequately support project-based learning, collaborative instruction, team teaching, or interdisciplinary programming. The building

does not provide appropriate spaces to support Special Education, English Learner (ELL), STEAM, or STEM instruction in an integrated and equitable manner.

A new or renovated facility must address these deficiencies by providing flexible, appropriately sized instructional and support spaces that align with MSBA guidelines and support the Medfield Public School's educational vision for elementary students.

3. Project Description, Objectives and Scope of Services

The Medfield School Building Committee has determined that this project will take place at the existing Dale Street site, no other sites will be considered.

On or about April 12, 2024 the Owner submitted a Statement of Interest (Attachment A) to the MSBA for ***Dale Street School)***. The MSBA is an independent public authority that administers and funds a program for grants to eligible cities, towns, and regional school districts for school construction and renovation projects. The MSBA's grant program is discretionary, and no city, town, or regional school district has any entitlement to any funds from the MSBA. At the ***December 12, 2025*** Board of Directors meeting, the MSBA voted to issue an invitation to the Owner to conduct a feasibility study for this Statement of Interest to identify and study possible solutions and, through a collaborative process with the MSBA, reach a mutually-agreed upon solution. The MSBA has not approved a Project and the results of this feasibility study may or may not result in an approved Project.

A School Building Committee (SBC) was formed by the Town consisting of 15 members (11 voting) representing varied backgrounds and perspectives relevant to this school project. An OPM Selection Subcommittee made up of 6 members (4 voting) has been tasked with primary responsibility for obtaining OPM Services. As this represents a second feasibility study for the Dale Street School (first study completed in 2020), the District anticipates that the previous feasibility study will be made available to the selected Owner's Project Manager for background and reference purposes. The OPM may review prior data, analyses, and findings to determine whether certain information remains relevant and may be appropriately referenced in the current study, thereby avoiding unnecessary duplication of effort. Notwithstanding the availability of prior materials, the OPM shall fully comply with all current Massachusetts School Building Authority (MSBA) policies, procedures, and guidelines, and shall be responsible for managing and delivering a complete, independent, and comprehensive feasibility study in accordance with MSBA requirements.

It is anticipated that the feasibility study will review the problems identified in the Statement of Interest at the **Dale Street School**.

Dale Street School is comprised of structures built in 1942, 1962, a minor renovation for office conversion to educational space in 1997 and the installation of two modular classrooms in 2000. The original facility was designed as a Junior Senior High School. The main classroom structure is two stories high, built with cast in place footings and foundations with load bearing masonry walls. The roof framing is steel with wood planking and a slate roof. The construction drawings indicate the main structure has a flat roof of approximately 13' x 75" that runs north/south and flattens the top portion of the hip and it is shown as composite roofing. The remaining two portions of the original building are single story of similar construction with slate roofs. The locker room portion attached to the north raised elevation of the gym has a parapet walled flat roof. The two story section is 8,246 square feet per floor with a total of 16,492 square feet. The connecting link, which is utilized for music and art, is 2,664 square feet. The multi-leveled auditorium/gymnasium is 9,703 square feet total. The seating area has 197 seats total. The original building totals approximately 28,886 square feet.

The first addition, totaling 20,000 square feet, was constructed in 1962. It is typical school construction for this period, and began the conversion of the Junior-Senior High School to an upper elementary school for Grades 4-6. Despite this conversion, the main building was not upgraded at that time. The focus was on regular classroom space, an office area, and a cafeteria, not the impact the original structure would ultimately have on the changing needs of students and space requirements necessary to deal with these needs. Growing special education services and ELL services, reading and math remedial services, areas to house the arts evolved and posed significant challenges in the available space. The space requirements were limited and could only be addressed through converting storage areas to learning spaces or using non-instructional areas (hallways, cafeteria, library, etc.) as alternatives.

The 1962 structure consists of cast in place reinforced concrete footing and foundations with a steel frame and bulb "T" and Tectum roof deck. This addition included: 10 classrooms, kitchen, cafeteria/assembly, activity room (now functioning as a media/computer center), storage, 2 student restrooms, teachers' room, 2 individual staff toilets, and administrative area (principal's office, reception/clerical, nursing station).

Before 1997, the central office for the district was located at Dale Street School. In 1997, the central office was relocated to the newly renovated Town House (municipal building), and the vacated space was renovated and converted to instructional space and an expansion to the library. There was no increase in square footage in the building as a result of this renovation.

The final addition to the facility was in 2000, at which time temporary modular classrooms were installed. There are two classrooms and two toilets. These units sit on cast in place foundation and have a flat roof structure. There are signs of cracking in the foundation. They are serviced by unit ventilators with gas fired HVAC roof top units. The building has 2" x 4" acoustic ceiling with 2" x 4" lay-in light fixtures. A failure of the outside wall displaced students during the 2024-2025 school year. The temporary modular classrooms were intended as a short-term solution and are now over 25 years old.

As a result of a collaborative analysis with the Massachusetts School Building Authority (the “MSBA”) of enrollment projections and space capacity needs for the proposed project at the Dale Street Elementary School, the Town of Medfield hereby acknowledges and agrees that the design of the proposed project at the Dale Street Elementary School shall be based on an enrollment of no more than 460 students in grades 4-5. The Town of Medfield further acknowledges and agrees that pursuant to 963 CMR 2.00 *et seq.*, the MSBA shall determine the square feet per student space allowance and total square footage for grades 4-5 in an elementary school serving 460 students."

Dale Street shares a 17-acre campus with another elementary school (Memorial School). Separating the two schools is a shared physical education field/athletic field. The field is also used by Medfield High School for various sub varsity sports. Adjacent to Dale Street is a playing area with equipment. The area was professionally designed to meet the physical activity of children in Grade 4 and 5 but is also aging with repairs and closures happening over the past several years.

The contemplated project is for a facility for fourth and fifth grades with a design enrollment of 460 students to be located at the existing Dale / Memorial campus in Medfield.

Project Objectives under consideration by the Owner include:

1. ***Identification of:***
   - ***community concerns that may impact study options;***
   - ***renovation/addition vs. new structure cost-benefit***

2. ***Identification of specific milestone requirements and/or constraints of the District – e.g. Town votes, swing space, occupancy issues;***

3. ***Life cycle costs of operating the School as it relates to future operational budgets;***

4. ***US Green Building Council's LEED for Schools (LEED-S) Rating System***

5. ***Determination of the best delivery method: CM-at-Risk or Design/Bid/Build Delivery Method.***

6. ***Strategies for Community Engagement***

The required scope of services is set forth in Article 8 of the standard contract for Owner's Project Management Services for a Design/Bid/Build project that is attached hereto as Attachment B and incorporated by reference herein. If the Owner determines to use a CM-at-Risk delivery method, this contract shall need to be amended and/or substituted. The work is divided into the Project Phases as listed in Attachment A of this contract. The durations of the Phases shown below are estimates only, based on the Owner's experience. Actual durations may vary depending upon the Project agreed upon by the Owner and the MSBA. The total duration of the Contract is estimated as follows:

1. Feasibility Study/Schematic Design Phase;	***20-24*** months*
2. Design Development/Construction Documents/Bidding Phase; and	***10-12*** months*
3. Construction Phase	***24-36*** months*

(*These ranges for scheduling timeframes are provided as guidelines only and are based upon schedules established by other Owners.)

4. Minimum Requirements and Evaluation Criteria:

Minimum Requirements:

In order to be eligible for selection, each Respondent must certify that it meets the following minimum requirements. Any Response that fails to include such certification in its response, demonstrating that these criteria have been met, may be rejected without further consideration.

Each Respondent must designate an individual who will serve as the Project Director. The Project Director shall be certified in the Massachusetts Certified Public Purchasing Officer Program (the "MCPPO") as administered by the Inspector General of the Commonwealth of Massachusetts and must also meet the following minimum requirements:

- The Project Director shall be a person who is registered by the Commonwealth of Massachusetts as an architect or professional engineer and who has at least five years' experience in the construction and supervision of construction and design of public buildings;
  or,

- If not registered as an architect or professional engineer, the Project Director must be a person who has at least seven years' experience in the construction and supervision of construction and design of public buildings.

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 and renovation of K-12 schools in Massachusetts. The Owner will evaluate Responses based on criteria that shall include, but not be limited to, the following:

(The Owner should designate a specific number of points to each criterion listed below based on the relative importance the Owner places in each criterion.)

1) Past performance of the Respondent, if any, with regard to public, private, Department Of Education funded and MSBA-funded school projects across the Commonwealth, as evidenced by:
    a) Documented performance on previous projects as set forth in Attachment C, 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; ***(15 points)***

    b) Satisfactory working relationship with designers, contractors, Owner, the MSBA and local officials. ***(5 points)***

2) 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. ***(5 points)***

3) Thorough knowledge of Commonwealth construction procurement laws, regulations, policies and procedures, including CM at risk projects through the MSBA, as amended by the 2004 Construction Reform laws. ***(5 points)***

4) Management approach: Describe the Respondent's approach to providing the level and nature of services required as evidenced by proposed project staffing for a potential (hypothetical) proposed project of 90,000-95,000 square feet either new or renovation of proposed project management systems; effective information management; and examples of problem solving approaches to resolving issues that impact time and cost. ***(20 points)***

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 Project Director, Project Representative and any other key roles identified by the Respondent, including but not limited to roles in design review, estimating, cost and schedule control. Specifically, describe the time commitment, experience and references for these key personnel including relevant experience in the supervision of construction of several projects that have been either successfully completed or in process that are similar in type, size, dollar value and complexity to the project being considered. ***(15 points)***

6) Capacity and skills: Identify existing employees by number and area of expertise (e.g. field supervision, cost estimating, schedule analysis, value engineering, constructability review, quality control and safety). Identify any services to be provided by sub-consultants. ***(10 points)***

7) Identify the Respondent's current and projected workload for projects estimated to cost in excess of $1.5 million. ***(10 points)***

8) Familiarity with US Green Building Council's LEED for Schools Rating System. Demonstrated experience working on high performance green buildings (if any), green building rating system used (e.g., LEED-S), life cycle cost analysis and recommendations to Owners about building materials, finishes etc., ability to assist in grant applications for funding and track Owner documentation for LEED-S prerequisites. ***(10 points)***

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 points)***

10) Knowledge of the purpose and practices of the services of Building Commissioning Consultants. ***(5 points)***

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. ***(5 points)***

12) Knowledge and experience with addition/renovation construction with older buildings ***(5 points)***

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

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 MSBA may request. The Owner may or may not, within its sole discretion, seek additional information from Respondents.

This RFS, 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 and the MSBA.

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

Prior to execution of the Contract for Project Management Services, the fee for services shall be negotiated between the Owner and the selected Respondent to the satisfaction of the Owner, within its sole discretion. The initial fee structure will be negotiated through the Feasibility Study/Schematic Design Phase. The selected Respondent, however, will be required to provide pricing information for all Phases specified in the Contract at the time of fee negotiation.

5. Selection Process and Selection Schedule

Process

1) The Medfield School Building Committee's OPM Selection Subcommittee will be responsible for the initial review of the responses. The responses will be evaluated against the criteria identified in section 4 above. Responses that fail to meet the minimum criteria will be rejected. Responses that meet the minimum criteria will be further evaluated using the criteria identified. All scoring will be documented in writing. The OPM Selection Committee will then contact a minimum of three (3) references for each of the shortlisted firms and record the comments and ratings from each reference.

2) Identified reviewers must rank the Responses based on the weighted evaluation criteria identified in the RFS and will short-list a minimum of three Responses.

3) The full Medfield School Building Committee will interview the shortlisted respondents. On the basis of the interviews and adjusted for the results of the references as necessary, each member will record their rankings for the preferred firm on a reverse scale assigning three (3) points to their highest ranked; two (2) points to their second ranked; and one (1) point to the their third ranked. (If four firms are interviewed the scale will be appropriately adjusted to four.)

4) The OPM subcommittee will commence fee negotiations with the first ranked firm. The OPM subcommittee will negotiate a fee based upon the level of effort required, project complexity, projected construction costs and past project history. Should the project be approved by the MSBA Board and the Town of Medfield to move into Design and Construction, the District will enter into an amendment with the OPM firm to continue services in accordance with the OPM Base contract from design through closeout.

5) If the Owner is unable to negotiate a contract with the first-ranked selection, the Owner will then commence negotiations with its second-ranked selection and so on, until a contract is successfully negotiated and approved by the Owner.

6) The selected firm will be submitted to the MSBA for its approval.

7) The selected firm may be asked to participate in a presentation to the MSBA and/or submit additional documentation, as required by MSBA, as part of the MSBA approval process.

8) The Owner may re-advertise if less than three responses are received or to re-advertise if fee negotiations fail.

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

February 4, 2026 - RFS appears in Central Register of the Commonwealth of Massachusetts

February 5, 2026 - RFS will appear in the Hometown Weekly Newspaper

February 10, 2026 - Informational meeting and site walkthrough at 10:00 am

February 11, 2026 - Last day for questions from Respondents

February 19, 2026 - Responses due at 1:00 pm

February 20, 2026 - Respondents short-listed

February 26, 2026 - Interview short-listed Respondents

March 4, 2026 - Negotiate with selected Respondent

March 11, 2026 - Final selection submitted to the MSBA for review and approval

April 6, 2026 - Anticipated MSBA OPM Review Panel Meeting

April 10, 2026 - Anticipated execution of contract

The RFS may be obtained by emailing Ben:

Ben Jachowicz
Facilities Procurement & Project Manager
55 North Meadows Road
508-359-8505 x 3369
bjachowicz@medfield.net

On or after Wednesday, February 4, 2026 at 8:00 a.m. Any questions concerning this RFS must be submitted in writing to:

Ben Jachowicz
Facilities Procurement & Project Manager
55 North Meadows Road
508-359-8505 x 3369
bjachowicz@medfield.net

By February 11, 2026 before 3:00 p.m. Sealed Responses to the RFS for OPM services must be clearly labeled "Owner's Project Management Services for Dale Street School" and delivered to:

Michael La Francesca
Director of Finance & Operations
459 Main Street, 3rd Floor
Medfield, MA 02052
508-359-4798

No later than February 19, 2026 at 1:00 p.m. 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.

6. Requirements for Content of Response:

Submit ***one (1)*** hard copy of the response to this RFS and an electronic version in PDF format via secure cloud link. All responses shall be:

- ✓ In ink or typewritten;

- ✓ Presented in an organized and clear manner;
- ✓ Must include the required forms in Attachment C;
- ✓ Must include all required Attachments and 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 RFS. Respondent shall note any exceptions to the RFS in its cover letter.
    c. An acknowledgement that the Respondent has read the Contract for Project Management Services. Respondent shall note any exceptions to the Contract for Project Management Services in its cover letter.
    d. A specific statement regarding compliance with the minimum requirements identified in Item 4 of this RFS to include identification of registration, number of years of experience and where obtained (as supported by the resume section of Attachment C), as well as the date of the MCPPO certification. (A copy of the MCPPO certification must be attached to the cover letter).
    e. A description of the Respondent's organization and its history.
    f. The signature of an individual authorized to negotiate and execute the Contract for Project Management Services, in the form that is attached to the 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 (including Attachment C only but excluding Attachments A, B, D, and E) 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 three 8½" x 11" pages, double-sided.**

All certifications required to submit as Attachment E: Required

- Certificate as to Payment of State Taxes
- Certificate of Authority
- Certificate of Non-Collusion

7. Payment Schedule and Fee Explanation:

The Owner will negotiate the fee for services dependent upon an evaluation of the level of effort required, job complexity, specialized knowledge required, estimated construction cost, comparison with past project fees, and other considerations. As construction cost is but one of several factors, a

final construction figure in excess of the initial construction estimate will not, in and of itself, constitute a justification for an increased OPM fee.

8. Other Provisions

A. 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.

B. 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.

C. Communications with the Owner

The Owner's Procurement Officer for this RFS is:

Kristine Trierweiler, Town Administrator
459 Main Street, 2nd Floor Medfield, MA 02052
Phone: 508-906-3011
Ktrierweiler@medfield.net

Respondents that intend to submit a response are prohibited from contacting any of the Owner's staff other than the Procurement Officer. An exception to this rule applies to Respondents that currently do business with the Owner, but any contact made with persons other than the Procurement Officer must be limited to that business, and must not relate to this RFS. In addition, such respondents shall not discuss this RFS with any of the Owner's consultants, legal counsel or other advisors. ***FAILURE TO OBSERVE THIS RULE MAY BE GROUNDS FOR DISQUALIFICATION.***

D. Costs

Neither the Owner nor the MSBA will 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 an OPM approved by the MSBA.

E. Withdrawn/Irrevocability of Responses

A Respondent may withdraw and resubmit their response prior to the deadline. No withdrawals or re-submissions will be allowed after the deadline.

F. 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.

G. Subcontracting and Joint Ventures

Respondent's intention to subcontract or partner or joint venture with other firm(s), individual or entity must be clearly described in the response.

H. Validity of Response

Submitted responses must be valid in all respects for a minimum period of ninety (90) days after the submission deadline.

FURTHER INFORMATION

The Owner should include any additional information that is required or that may assist Respondents in responding to the RFS.

ATTACHMENTS:

Attachment A: Statement of Interest
Attachment B: Contract for Owner's Project Management Services
Attachment C: OPM Application Form – March 2017
Attachment D: Enrollment Letter and Enrollment Certification
Attachment E: Required Certifications

ATTACHMENT A
Statement of Interest

SCHOOL COMMITTEE

Town of Medfield, Massachusetts 02052

Dale Street School – Statement of Interest (SOI) Submission - Vote

At the March 21, 2024, School Committee Meeting Chair Timothy Knight informed the Committee that in order to submit the SOI to the Massachusetts School Building Authority (MSBA) a vote from the School Committee is required. In addition, a vote to approve the SOI submission to the MSBA will also be required by the Board of Selectmen. School Committee Chair Timothy Knight read the specific language required for the vote to authorize Superintendent Jeffrey Marsden to submit the SOI to the MSBA for the Dale Street School.

School Committee Chair Timothy Knight asked for a motion to approve the following resolution:

Resolved: Having convened in an open meeting on 3/21/2024, prior to the SOI submission closing date, the School Committee of Medfield, MA, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated 3/21/2024 for the Dale Street School located at 45 Adams Street, Medfield, MA which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future:

--Replacement, renovation, or modernization of school facility systems, such as roofs, windows, boilers, heating and ventilation systems, to increase energy conservation and decrease energy related costs in a school facility

--Replacement of or addition to obsolete buildings in order to provide a full range of programs consistent with state and approved local requirements and hereby further specifically; acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the Town of Medfield to filing an application for funding with the Massachusetts School Building Authority and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the Town of Medfield to filing an application for funding with the Massachusetts School Building Authority.

A motion was made by Ms. Kirkby, seconded by Mr. Brehm to approve the resolution read by Mr. Timothy Knight. **The motion passed unanimously.**

School Committee Chair Signature

Timothy M Knight

March 21, 2024
Date

TOWN OF MEDFIELD
Office of
Marion Bonoldi, Town Clerk
459 Main Street
Medfield, Massachusetts 02052

(508) 906-3024
mbonoldi@medfield.net
town.medfield.net

At the April 2, 2024 duly posted meeting of the Select Board:

Select Board Chair Eileen M. Murphy asked for a motion to approve the submission of the Statement of Interest to the Massachusetts School Building Authority.

MOTION: Select Board member Gustave H. Murby read the motion:
Resolved: Having convened in an open meeting on 04/02/2024, prior to the SOI submission closing date, the Select Board of Medfield, MA, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated 3/21/2024 for the Dale Street School located at 45 Adams Street, Medfield, MA which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future:

--Replacement, renovation, or modernization of school facility systems, such as roofs, windows, boilers, heating and ventilation systems, to increase energy conservation and decrease energy related costs in a school facility

--Replacement of or addition to obsolete buildings in order to provide a full range of programs consistent with state and approved local requirements and hereby further specifically:

acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the Town of Medfield to filing an application for funding with the Massachusetts School Building Authority and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the Town of Medfield to filing an application for funding with the Massachusetts School Building Authority.

Select Board member Osler L. Peterson seconded.

Vote: all in favor. None opposed.

True Copy Attest

Marion Bonoldi-Town Clerk of Medfield, MA

Massachusetts School Building Authority

Next Steps to Finalize Submission of your 2024 Statement of Interest("SOI")

Thank you for submitting a 2024 SOI to the Massachusetts School Building Authority (the "MSBA") electronically. **Please note, the District's submission is not yet complete if the District selected Statutory Priority 1 or Statutory Priority 3.** If either of these priorities were selected, the District must post-mark and submit to the MSBA by the Core Program SOI filing period closure date the required supporting documentation to the MSBA, which is described below.

ADDITIONAL DOCUMENTATION REQUIRED FOR SOI STATUTORY PRIORITIES 1 AND 3 IN ORDER TO BE CONSIDERED COMPLETE:

- If the District selects Statutory Priority 1: Replacement or renovation of a building, which is structurally unsound or otherwise in a condition seriously jeopardizing the health and safety of the school children, where no alternative exists, the MSBA requires a hard copy of the engineering (or other) report detailing the nature and severity of the problem and a written professional opinion of how imminent the system failure is likely to manifest itself. The district also must submit photographs of the problematic building area or system to the MSBA. The SOI will not be considered complete unless this information is provided.
- If the District selects Statutory Priority 3: Prevention of a loss of accreditation, the SOI will not be considered complete unless a summary of the accreditation report focused on the deficiencies as stated in this SOI are provided.

ADDITIONAL INFORMATION: In addition to the information required above, the District may also provide reports, pictures, or other information they feel will give the MSBA a better understanding of the issues identified at a facility. The additional documentation must also be post-marked and submitted to the MSBA by the Core Program SOI filing period closure date.

If you have any questions about the SOI process please contact the MSBA at 617-720-4466 or SOI@massschoolbuildings.org.

Massachusetts School Building Authority

School District Medfield

District Contact Jeffrey J Marsden Title: Superintendent TEL: (508) 359-2302

Name of School Dale Street

School Address 45 Adams Street, Medfield, MA - 02052

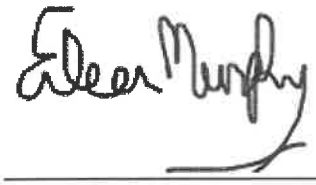
Submission Date 4/12/2024

Statement of Interest ("SOI") CERTIFICATION

To be eligible to submit an SOI, a district must certify the following:

- ☑ The district hereby acknowledges and agrees that this SOI is NOT an application for funding and that submission of this SOI in no way commits the MSBA to accept an application, approve an application, provide a grant or any other type of funding, or places any other obligation on the MSBA.
- ☑ The district hereby acknowledges that no district shall have any entitlement to funds from the MSBA, pursuant to M.G.L. c. 70B or the provisions of 963 CMR 2.00.
- ☑ The district hereby acknowledges that the provisions of 963 CMR 2.00 shall apply to the district and all projects for which the district is seeking and/or receiving funds for any portion of a municipally-owned or regionally-owned school facility from the MSBA pursuant to M.G.L. c. 70B.
- ☑ The district hereby acknowledges that this SOI is for one existing public school in the district that is currently used or will be used to educate public school students in grades Pre-K through 12 as reported to the Department of Elementary and Secondary Education (the "DESE") and that the school for which the SOI is being submitted does not solely serve the district's Pre-K student population.
- ☑ Prior to the submission of the SOI, the district will schedule and hold a meeting at which the School Committee will vote, using the specific language contained in the "Vote" tab, to authorize the submission of this SOI. This is required for cities, towns, and regional school districts.
- ☑ Prior to the submission of the SOI, the district will schedule and hold a meeting at which the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body will vote, using the specific language contained in the "Vote" tab, to authorize the submission of this SOI. This is not required for regional school districts.
- ☑ The district hereby acknowledges that current vote documentation is required for all SOI submissions. The district will use the MSBA's vote template and the required votes will specifically reference the school name and the Statutory Priorities for which the SOI is being submitted.
- ☑ The district hereby acknowledges that it must upload all required vote documentation on the "Vote" tab, in the format required by the MSBA. All votes must be certified or signed and on city, town or district letterhead.
- ☑ The district hereby acknowledges that this SOI submission will not be complete until the MSBA has received all required supporting documentation for Statutory Priority 1 and/or Statutory Priority 3, if either is selected. If Statutory Priority 1 is selected, the district's SOI will not be considered complete unless and until the district provides the required engineering (or other) report, a professional opinion regarding the problem, and photographs of the problematic area or system. If Statutory Priority 3 is selected, the district's SOI will not be considered complete unless and until the district provides a summary of the accreditation report focused on the deficiencies as stated in this SOI. The documentation noted above must be post-marked and submitted to the MSBA by the Core Program SOI filing period closure date.

LOCAL CHIEF EXECUTIVE OFFICER/DISTRICT SUPERINTENDENT/SCHOOL COMMITTEE CHAIR
(E.g., Mayor, Town Manager, Board of Selectmen)

Chief Executive Officer *	**School Committee Chair**	**Superintendent of Schools**
Eileen Murphy	Timothy Knight	Jeffrey J. Marsden
Chair, Board of Selectmen		
		
(signature)	(signature)	(signature)
Date	Date	Date
4/11/2024 7:27:19 PM	4/11/2024 9:50:52 PM	4/11/2024 3:56:04 PM

* Local Chief Executive Officer: In a city or town with a manager form of government, the manager of the municipality; in other cities, the mayor; and in other towns, the board of selectmen unless, in a city or town, some other municipal office is designated to the chief executive office under the provisions of a local charter. Please note, in districts where the Superintendent is also the Local Chief Executive Officer, it is required for the same person to sign the Statement of Interest Certifications twice.

Massachusetts School Building Authority

School District Medfield

District Contact Jeffrey J Marsden Title: Superintendent TEL: (508) 359-2302

Name of School Dale Street

School Address 45 Adams Street, Medfield, MA - 02052

Submission Date 4/12/2024

Note

SOI Program: Core
Potential Project Scope: Potential New School
Is this a Potential Consolidation? No

The following summary of the Statutory Priorities as set forth in M.G.L. c. 70B, § 8 have been included in the Statement of Interest (for the Core Program, select as many as are applicable):

1. ☐ Replacement or renovation of a building which is structurally unsound or otherwise in a condition seriously jeopardizing the health and safety of school children, where no alternative exists.
2. ☐ Elimination of existing severe overcrowding.
3. ☐ Prevention of the loss of accreditation.
4. ☐ Prevention of severe overcrowding expected to result from increased enrollment.
5. ☑ Replacement, renovation or modernization of school facility systems, such as roofs, windows, boilers, heating and ventilation systems, to increase energy conservation and decrease energy related costs in a school facility.
6. ☐ Short term enrollment growth.
7. ☑ Replacement of or addition to obsolete buildings in order to provide for a full range of programs consistent with state and approved local requirements.
8. ☐ Transition from court-ordered and approved racial balance school districts to walk-to, so-called, or other school districts.

SOI Vote Requirement

☑ I acknowledge that I have reviewed the MSBA's vote requirements for submitting an SOI, which are set forth in the Vote Tab of this SOI. I understand that the MSBA requires votes from specific governing bodies, in a format **using the language provided by the MSBA**. Further, I understand that the MSBA requires certified and signed vote documentation to be submitted with the SOI. I acknowledge that my SOI will not be considered complete and, therefore, will not be reviewed by the MSBA unless the required accompanying vote documentation is submitted in a form that is acceptable to the MSBA. All SOI vote documentation must be uploaded on the Vote Tab.

Each district must prioritize one Core Program Statement of Interest from all of the Statements of Interest that the district has submitted or prepopulated, including any SOIs that may be in the MSBA's capital pipeline. At no time shall a district have more than one prioritized SOI on file with the MSBA.

Is this SOI the District Priority SOI? Yes

School name of the District Priority SOI: 2024 Dale Street

Is this part of a larger Master Facilities Plan and/or Educational Plan within the past five years that includes facility goals for this building and all school buildings in the District? Yes

If "YES", please provide the following:

Facilities Plan Date: 3/20/2020

Planning Firm: Arrowstreet/ Medfield Public Schools

Please provide a brief summary of the plan(s) including its goals and how the school facility that is the subject of this SOI fits into that plan:

The Educational Plan is on file with MSBA

Provide, if applicable, the most recent budget approval process that resulted in an operating budget reduction and the impact of the reduction to the school district (staff reductions, discontinued programs, consolidation of facilities). Please provide a description of the program modifications as a consequence of these teacher and/or staff reductions, including the impact on district class sizes and curriculum. If no recent teacher layoffs and/or staff reductions have occurred, please enter "Does Not Apply".

Does Not Apply

Please provide a description of the local actions and approvals needed to secure both funding for a feasibility study and project funding for a potential building project with the MSBA. Please include schedule information for both funding actions(i.e. Town Meeting, City Council/Town Council meetings, Regional School Committee Meetings).

Does Not Apply

General Description

BRIEF BUILDING HISTORY: Please provide a detailed description of when the original building was built, and the date(s) and project scopes(s) of any additions and renovations including modular units (maximum of 5000 characters).

Dale Street School is comprised of structures built in 1942, 1962, a minor renovation for office conversion to educational space in 1997, and the installation of two modular classrooms in 2000. The original facility was designed as a Junior - Senior High School. The main classroom structure is two stories high, built with cast in place footings and foundations with load bearing masonry walls. The roof framing is steel with wood planking and a slate roof. The construction drawings indicate the main structure has a flat roof of approximately 13' x 75" that runs north/south and flattens the top portion of the hip and it is shown as composite roofing. The remaining two portions of the original building are single story of similar construction with slate roofs. The locker room portion attached to the north raised elevation of the gym has a parapet walled flat roof.

The first addition, was constructed in 1962. It is typical school construction for this period, and began the conversion of the Junior-Senior High School to an upper elementary school for Grades 4-6. Despite this conversion, the main building was not upgraded at that time. The focus was on regular classroom space, an office area, and a cafeteria. Growing special education services and EL services, reading and math remedial services, and areas for the arts posed significant challenges in the available space. The space requirements were limited and could only be addressed through converting storage areas to learning spaces or using non-instructional areas (hallways,cafeteria, library, etc) as alternatives.

The 1962 structure is comprised of cast in place reinforced concrete footing and foundations with a steel frame and bulb"T" and Tectum roof deck. This addition included: 10 classrooms, kitchen, cafeteria/assembly, activity room (now functioning as a LMC), storage, 2 gang toilets, teachers' room, 2 individual staff toilets, and administrative area (principal's office, reception/clerical, nursing station). This portion of the facility is in fair condition with the exception of the roof, exterior window system, and the doors and frames.

Before 1997, the Central Office for the district was located at Dale Street School. In 1997, the central office was relocated to the newly renovated Medfield Town House, and the vacated space was renovated and converted to instructional space and an expansion to the library. There was no increase in square footage in the building as a result of this renovation.

The final addition to the facility was in 2000, at which time "temporary" modular classrooms were installed. There are two classrooms and two restrooms. These units sit on cast in place foundation and have a flat roof structure. There are signs of cracking in the foundation. They are serviced by unit ventilators with gas fired HVAC roof top units. The building has 2" x 4" acoustic ceiling with 2" x 4" lay-in light fixtures. In the Fall of 2022, the two HVAC roof top units were replaced.

In 2018 the MSBA accepted the Dale Street School SOI into the MSBA's Eligibility Period where we were moved forward into the feasibility Study. Unfortunately the project failed at the Town Meeting by a narrow percentage (62% to 38%) and the Town of Medfield had to withdraw from the MSBA program.

Medfield has learned from the past experience with the MSBA and local conversations have focused around utilization of the existing Dale St. site for a potential new school or add/renovation project and keeping the building Grades 4 and 5. The New Elementary School Building Committee meets each month and is currently contracted with a demographer to review future enrollment trends. In addition, the Town of Medfield at the past two Annual Town Meetings (ATM) has allocated $250,000 to a new feasibility study. The 2024 ATM has articles that will further fund a feasibility study, as well as fund an elementary school tax mitigation stabilization fund.

The total gross floor area of the Dale Street School is 53,029 square feet with an additional 10,700 square feet of

inaccessible basement according to the space summary study conducted in April of 2019 by Arrowstreet Architects.

TOTAL BUILDING SQUARE FOOTAGE: Please provide the original building square footage PLUS the square footage of any additions (field one below) and/or modular units (field two below).

Original Building Plus Additions Square Footage 53029
Modular Units Square Footage 2520

SITE DESCRIPTION: Please provide a detailed description of the current site, including confirming the address of the school, who has ownership, control, and use of the site, and any known existing conditions that would impact a potential project at the site. Please note whether there are any other buildings, public or private, that share this current site with the school and/or if there are multiple schools housed within the same building. What is the use(s) of this building(s)? (maximum of 5000 characters).

Located just north of the center of town, the existing Dale Street School is located on approximately 17 acres and shares the site with the Memorial Elementary School. A baseball/field hockey field that is used by the high school is situated in between these two schools. It is bound by Adams Street on the west, North Street to the east, and a residential neighborhood to the west, north, and east. To the south is Dale Street, the Parks & Recreation Building, and the newly constructed Public Safety Building.

BUILDING ENVELOPE: Please provide a detailed description of the building envelope, types of construction materials used, and any known problems or existing conditions (maximum of 5000 characters).

The 1942 structure is masonry brick faced concrete. The 1962 building is brick faced CMU. The modular structure is brick over stud wall construction. Studies indicate that the brick is generally in fair condition. Limited areas need repointing. There are several areas of efflorescence typically associated with water penetration. Approximately one half of the existing original single pane windows have been replaced since 2005. The remaining original windows are single pane low efficiency wood framing. The roof structure is a combination of pitched and flat structures. Pitched roofs are original slate tiles. The flat roofs are either synthetic membrane or built up asphalt. The roofs have had regular maintenance and repair but are at end of life. Grade beams are present only in the original building and are cast in place reinforced concrete. The foundation insulation is not actually observed in the structures, we suspect that only the modular classroom structure has foundation insulation as it was constructed after the adoption of the energy code. Slab on grade is cast in place reinforced concrete of varying thickness; Waterproofing is indicated in the plans for both the original and 1962 structures. The 2000 modular classrooms have a ventilated crawlspace. The 1942 building was built as a bomb shelter and Civil Defense signage is still present to the right of the front door. There are nine sets of exterior stairs constructed of concrete or limestone servicing the 1942 building. The exterior stairways are in varying stages of deterioration. The wide steps to the entrance of the 1962 building are cast in place concrete and show extensive cracking. The railing has been removed. A handicapped ramp has been installed with railings, and the front portico has been repaired.

Has there been a Major Repair or Replacement of the EXTERIOR WALLS? YES
Year of Last Major Repair or Replacement:(YYYY) 2005
Description of Last Major Repair or Replacement:
Single pane windows

Total Roof Square Footage 41000

Roof Section A
Is the District seeking replacement of the Roof Section? YES
Area of Section (square feet) 41000
Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe)
Synthetic membrane & slate
Age of Section (number of years since the Roof was installed or replaced) 9
Description of repairs, if applicable, in the last three years. Include year of repair:

2015 - Replaced wet insulation and resurfaced roof. Approximately 700 square feet. Roof was in need of replacement. We are estimating by the condition of the roof that it is 30 plus years old.

Roof Section B
Is the District seeking replacement of the Roof Section? YES
Area of Section (square feet) 1400
Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe)
Synthetic membrane .060 GenFlex
Age of Section (number of years since the Roof was installed or replaced) 1
Description of repairs, if applicable, in the last three years. Include year of repair:
2022- needed to replace a section of the 1942 original building roof. Remove and replaced all wet and damaged insulation, repaired all voids, cuts, and blisters in the existing system, removed and installed all new flashings.

Total Window Count 143

Window Section A
Is the District seeking replacement of the Windows Section? YES
Windows in Section (count) 140
Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe))
Single Pane
Age of Section (number of years since the Windows were installed or replaced) 25
Description of repairs, if applicable, in the last three years. Include year of repair:
Replacement

MECHANICAL and ELECTRICAL SYSTEMS: Please provide a detailed description of the current mechanical and electrical systems and any known problems or existing conditions (maximum of 5000 characters).

The 1942 and 1962 buildings rely on two gas-fired sectional steam boilers located in the boiler room of the original (1942) building. The original steam boilers have been abandoned in place. Although reliability is questionable, one of the original units is designated as an emergency backup if needed. Other equipment related to the original steam generation and heating have also been abandoned in place. One of the original three boilers has been removed to allow space for the present configuration. There is a simple pneumatic control system in place. Thermostats in each room control diaphragm valves on room units. A new hot water heater was installed and ventilation repairs were done in 2015.

HVAC unit ventilators in the 1942 building are original 220 Volt steam operated equipment. All systems are pneumatically controlled. The pneumatic control power plant (air compressor) is undersized and aged. The main panel of pneumatic controls, which has been through several iterations of repairs, remains functional. Ventilation requirements are within the dated compliance of their installation vintage. In 2019 we added air purification stand alone units to every learning space in the school to help with airflow.

While some pneumatic controls are functional, many areas of the building are prone to overheating while other areas cannot get sufficient heat. Steam pressure vessels were replaced in the last decade. The heating pipe distribution system consists of steel and is original except for numerous repaired areas. It is nearing the end of life cycle due to age and corrosion. Trap maintenance is ongoing, complicated by corrosion.

Plumbing systems are showing their age, including shutoffs at end devices. Fixtures and utilities are generally functional, but service work is complicated by their vintage and condition of valves and piping.

There is no fire suppression system in the building with the exception of the kitchen area. The electrical systems span several vintages of technology. In short, the distribution does not meet requirements for a modern educational facility. Worn outlet components require vigilance and regular maintenance effort. The power and light for the 1962 building are distributed from the main switch gear in the 1942 building. The switch gear has been replaced

but it has no additional space capacity. The power and lighting distribution system is obsolete. A new transformer has been installed to service the 1942 and the 1962 buildings. Emergency service panels and distribution have been regularly upgraded to meet requirements. The modular building has independent gas fired roof-top heating and ventilation systems that have already been replaced once. The modular building has electrical power and water supplied from the main building.

Total Building Boilers 2

Boiler Section Boiler 1
Is the District seeking replacement of the Boiler? YES
Is there more than one boiler room in the Building? YES
What percentage of the Building is heated by the Boiler? 90
Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other)
Natural Gas
Age of Boiler (number of years since the Boiler was installed or replaced) 60
Description of repairs, if applicable, in the last three years. Include year of repair:
Condensate return tank

Boiler Section Boiler 2
Is the District seeking replacement of the Boiler? YES
Is there more than one boiler room in the Building? YES
What percentage of the Building is heated by the Boiler? 90
Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other)
natural gas
Age of Boiler (number of years since the Boiler was installed or replaced) 50
Description of repairs, if applicable, in the last three years. Include year of repair:
none

Has there been a Major Repair or Replacement of the HVAC SYSTEM? NO
Year of Last Major Repair or Replacement:(YYYY)
Description of Last Major Repair or Replacement:

Has there been a Major Repair or Replacement of the ELECTRICAL SERVICES AND DISTRIBUTION SYSTEM? YES
Year of Last Major Repair or Replacement:(YYYY) 2011
Description of Last Major Repair or Replacement:
Emergency light system upgrade

BUILDING INTERIOR: Please provide a detailed description of the current building interior including a description of the flooring systems, finishes, ceilings, lighting, etc. (maximum of 5000 characters).

The original 1942 building is constructed with a cast in place reinforced concrete coffered pan system. This was a high quality system for the time and is rarely used today because it is so labor intensive to build. It is exposed to view in the two story section. Ceiling systems vary throughout the facilities from exposed "T" and Tectum to lay-in acoustical panels and tiles. They range from fair to poor condition. The gymnasium has a vaulted ceiling with acoustical tiles. Lighting in the building has been replaced with more energy efficient and improved quality for the classroom environment. Interior walls in the 1942 building are a combination of brick or plaster with wood trim. The 1962 structure has extensive wood paneling and the 2000 modular building addition has vinyl covered wallboard. The 1962 building is slab on grade. Floor coverings are a combination of VCT (Vinyl Composition Tile) and VAT (VinylAsbestos Tile). It is in fair condition in the 1962 building. Floor covering in the 1942 building is typically VAT and in varying conditions. It should be noted, however, that when the tiles appear to be in a friable condition they are abated and replaced with proper flooring. During the summers of 2022,2023 sections of the flooring were abated and replaced. The wood gymnasium flooring was replaced in 2013 and again in 2019.

SPACES AND PROGRAMS: Please provide a description of the number and sizes (in square feet) of all spaces. Please also provide the current grade structure and programs offered. If a vocational or comprehensive high school offering Chapter 74 Programs and/or Career Technical Education, please include the number of programs currently offered (maximum of 5000 characters).

There are a total of 21 general instructional classrooms available which support delivery of the elementary curriculum. Most of these rooms are significantly undersized for the delivery of a modern elementary instructional program. The curriculum and instructional program requires that teachers have the ability to structure lessons to include the use of technology and individualized and grouped learning stations for math, reading, writing and science instruction. Due to the physical limitations these types of activities are seriously limited.

Generally, special education and EL spaces are undersized and smaller than regular education classrooms at the Dale Street School, a configuration that does comply with state and federal guidelines. In some instances the spaces are not dedicated instructional areas, but instead have been converted from other uses. Because the spaces are a planned temporary accommodation, not permanent, they tend not to be adequately equipped as would be expected for students who occupy the room. The current special education program requires that students with serious physical and medical limitations are accommodated in the facility. The building does not have an elevator to the second floor and the accessible travel path is limited to stairways with lifts. Bathroom facilities are not all handicapped accessible further restricting equal access and limiting efforts to integrate all of our students in a high-quality learning environment. Instrumental music is a developmentally appropriate program that is introduced at the upper elementary level and that is significantly constrained by the facility. There are no appropriately designed practice rooms; students practice in non instructional areas, mostly in corridor hallways, cafeteria, etc. There is no ensemble room. A converted shower room off of the gymnasium/auditorium is used as instrument lessons. Another undersized space is utilized for general music and choral instruction. This situation compromises regular instruction in the classrooms that surround this area due to noise and the resulting distractions.

The guidance area is 238 square feet, .48 square feet per pupil of planned enrollment; the current space provides an environment for only two people at one time. This prevents small-group counseling delivery and compromises student confidentiality in this area. The library is very undersized, including the technology center, further restricting future growth as related to technology. The library space is limited to only one class at a time. Conceptually serving as an instructional hub for the school this is a serious program delivery limitation.

Furthermore, small group research opportunities cannot be accommodated in the current space. There is one small group instructional area for small group remedial/intervention instruction. This area is subdivided into areas by temporary panels to allow for math and ELA small groups instruction. The gymnasium is undersized for two teaching stations and has conflicted program requirements. The current space does not accommodate the required number of sections of students. Additionally the music program currently is required to use this space for a portion of the day for the delivery of band instruction. There is no separate area for adaptive physical education. This situation necessitates the use of the stage area in the gymnasium as an instructional space. Often physical education classes are "doubled up" creating safety concerns in that space.

TOTAL SCHOOL STUDENT ENROLLMENT: Please provide the current student enrollment at the school as of the SOI filing. 402

CURRENT GRADES SERVED AT SOI FACILITY: 4,5

SCHOOL TYPE: Comprehensive

CAPACITY and UTILIZATION: Please provide the original design capacity and a detailed description of the current capacity and utilization of the school facility. Please also describe in detail any spaces that have been converted from their intended use to be used as classroom space (maximum of 5000 characters).

A significant issue at the Dale Street School is the lack of properly designed dedicated space for programs required in an elementary school program. The original building was designed for a time when special education, ELL, and programs were not served in the public schools. Pervasive overcrowding issues surround the programs and support

services that deal with small groups and individual students. The facility does not have the natural instructional environment to provide these services. In addition, these programs have students that require accessible facilities. School space for these programs has been created by modification to classroom space, offices, and storage areas. Attempts to further modify the building to accommodate these programs properly would inevitably result in the loss of general education space that is necessary to support the school's enrollment. Similarly, attempts to modify the facility to provide accommodation for accessibility would require the loss of needed classroom spaces. In an attempt to reduce some of this pressure during a period of enrollment growth the school committee successfully sought funding to add two modular classrooms to the building in 2000. All twenty-one (including the two modular) general classrooms need to be modernized to meet technology and instructional requirements. Exclusive of the modular classrooms, nine of the 19 general classrooms meet the expected 900 square feet of instructional space; the remaining 10 classrooms do not.

At the Special Town Meeting on June 21, 2022, Town Meeting voted to authorize the Board of Selectmen to enter into a Land Disposition Agreement with Trinity Financial for a portion of the Medfield State Hospital to redevelop the structures into 334 rental units, 25% of which would be affordable. This project along with some recent 40B developments has the potential to increase our enrollment significantly.

Is there overcrowding at the school facility? NO
If "YES", please describe in detail, including specific examples of the overcrowding and describe steps taken by the administration to address capacity issues.

Please provide the current student to teacher ratios at the school facility that is the subject of this SOI (# students per teacher) 23

Please indicate if the ratio is a goal, practice or a class size policy adopted by the School Committee
Class size policy

Please provide the originally planned student to teacher ratios at the school facility that is the subject of this SOI (# students per teacher) 22

MAINTENANCE and CAPITAL REPAIR: Please provide a detailed description of the district's current maintenance practices within the past five years, its capital repair program, and the maintenance program in place at the facility that is the subject of this SOI. Please include specific examples of capital repair projects undertaken in the past, including any override or debt exclusion votes that were necessary (maximum of 5000 characters).

Primary focus of the maintenance plan for Dale Street School is to sustain equitable accessibility of programs and services for all enrolled students. The District utilizes a web based computerized maintenance software system. The system encompasses both preventative and reactive maintenance issues. The building is adequately staffed for daily cleaning and upkeep. A regular schedule is employed to inspect and service mechanical equipment in the building. The head custodian in conjunction with the Director of Facilities, conducts regular assessments of building repair issues and take corrective action as needed. The following categories have been identified by the District in an effort to guide the capital planning process that is updated on an annual basis. Through operation and capital outlay appropriations, annual repair and maintenance projects have consistently focused on one or more of these categories.

Learning Space:
a. Classroom Instruction
b. Special Areas-Class Groups
c. Special Areas-Individual/Small Group
Accessibility of Learning Spaces
a. Handicap
b. In Class Learning Stations
Environment of Learning Spaces
a. Ventilation of Air

b. Heating Circulation and Control
c. Sound Quality
d. Energy (Heat) Loss
Health and Safety Requirements:
a. Fire Alarm System
b. Emergency Lighting
Other Structural/Space Concerns
a. Parking Availability for staff
b. Parking availability for school events.
c. Busing and student drop-off and pick-up areas
d. External Play Fields

The following are the most recent capital and maintenance improvement steps (from 2015) taken to sustain Dale Street as a viable school within the District:

ACCESSIBILITY:
• Created wheelchair-accessible bathroom/changing facility
• Added one (1) van-accessible parking space
• Installed power door operator
• Purchased portable wheelchair lift to provide accessibility to stage
SAFETY/SECURITY:
• Installed monitor/intercom/remote release at Adams Street entrance
• Installed fire suppression system in kitchen
• Installed intrusion alarm
• Upgrade emergency lighting
• Replaced stage curtain with fire-rated curtain
• Replaced handrail at gymnasium stairway
• Replaced stairways at both interior and exterior locations
OTHER:
• Replaced fixtures in second floor bathrooms
• Replaced gutter/fascia – Adams Street side of building
• Replaced music room roof
• Repaired slate roof, including replacement of slates
• Repaired chimney cap
• Installed electronic energy efficient climate control mechanisms in walk in cooler and freezer
• Installed motion sensor activated light switches
• Replaced hot water heater
• Installed two (2) point-of-use hot water heaters in gymnasium bathrooms
• Replaced windows with energy efficient double-paned windows
• Replaced some of the ceiling tiles
• Replaced/Abated some of the asbestos floor
• Replaced interior doors and locks
• Replaced front portico

Numerous roof repairs Although the climate controls do not consistently work through the facility, many of the above repairs have contributed to energy efficiency.

Priority 5

Question 1: Please provide a detailed description of the issues surrounding the school facility systems (e.g., roof, windows, boilers, HVAC system, and/or electrical service and distribution system) that you are indicating require repair or replacement. Please describe all deficiencies to all systems in sufficient detail to explain the problem.

If a response has been previously provided, please reference which page the information is on in lieu of copying and pasting. The responses per Priority should capture new or different information than previously provided within this document.

Originally constructed in 1942, with an addition in 1962, a renovation in 1997, and the addition of two modular units in 2000, Dale Street School has served as a viable school facility for nearly 80 years. However, despite ongoing maintenance, the mechanical distribution systems for heating, ventilation, electrical, and plumbing have passed their normal useful life. The original plumbing system was installed utilizing high lead content solder. In addition, the components of the water distribution system have significantly deteriorated creating ongoing repair issues. The HVAC temperature control system is no longer serviceable. The pneumatic controls are antiquated. The heating system steam piping and condensate return system suffer from serious corrosion due to the age of the system which requires constant repair. The original boilers have been abandoned in place and should be abated for asbestos and removed. The original air-handling exhaust system does not permit the balancing of fresh air for each room. These failures cannot be addressed as annual repairs. Steps have been taken in the interim to reduce energy costs and provide, as much as possible, for a consistent and reliable environment. Replacement of the pneumatic controls with a digital localized controller is necessary. The electrical power, lighting, and fire alarm systems are operating at capacity and must be replaced.

The roof of the 1942 construction reflected the durability of slate as compared to the fascia, soffits, flashing, and trim of the 1962 building. Those non-roof components have been replaced and/or upgraded as required. Despite the durability of the slate roofing it has also begun to demonstrate deterioration of the attachment system and appears to be reaching the end of its life cycle. Many of the windows need to be upgraded to higher efficiency grade throughout the building. Although safe and not in a friable condition as detailed in the most recent AHERA plan, the floors include asbestos tile. When floor tiles are damaged they are properly abated. The conveying systems and vertical movement of handicapped individuals are limited and inadequate for equity in all programs and services. There is no access to the second-floor classrooms by way of an elevator. A temporary accommodation has been installed via stair lifts to meet the immediate needs of the enrolled students only at the first floor levels. Annual repairs can no longer address the systematic problems that exist with the aging mechanical systems in the structure.

Priority 5

Question 2: Please describe the measures the district has already taken to mitigate the problem/issues described in Question 1 above.

If a response has been previously provided, please reference which page the information is on in lieu of copying and pasting. The responses per Priority should capture new or different information than previously provided within this document.

The Town of Medfield and the school committee have over the years taken aggressive action steps to preserve and sustain the facility as a viable educational environment. A planning process was put in place to preserve and maintain the original appearance of the 1942 facade.

The exterior entrance to the Dale Street gymnasium was repaired to address extensive deterioration. This is true of the fascia and soffits as well as the columns in this area. Additionally, other areas of fascia, soffit gutters, and downspouts have been repaired or replaced. The chimney and exhaust stacks were repaired to minimize further damage and to prevent any safety hazards.

The original single-pane wood frame exterior windows in the original 1942 building are deteriorated and a program has been in place since 2006 to replace these windows. The library gable end window wall system in the 1962 addition was replaced in 2005.

Annual testing revealed that the potable water system exceeded the EPA standards for acceptable levels of lead. As a result, the school has implemented a DEP-approved mitigation program that utilizes a water filtration system.

The electrical systems are at full capacity and have limited ability for expansion of service. Lighting fixtures have been replaced for efficiency and effectiveness. The emergency lighting has been upgraded.

The 2016 school maintenance plan includes efforts to regularly repair and maintain the obsolete pneumatic heating and ventilation controls, and abatement of VAT flooring tiles. As a result of the plan, we continue the abatement of VAT floor tiling as required to meet the health and safety standards.

Numerous slate tiles have been replaced in the original building. Major replacement of the flat roof system over the music area/ gym was completed in 2011 and again in 2022. The original wood gutters on the 1942 building have been replaced in 2015 and repaired in 2023.

There are two chair lifts in the facility. The first allows travel from the Adams Street entrance to the first floor of the classroom in the 1942 building. There is no handicapped accessibility to the second-floor classrooms If a student is physically unable to navigate the stairways, the student's classes have to be rescheduled for programs to be available to the students. The second lift is in the auditorium/gym. Several repairs have taken place to ensure the present and continued use of this facility. It is increasingly apparent that the annual maintenance planning and effort are not adequate to manage the risk of failure of major building systems. Care has been taken to maintain life safety, a clean environment, and the integrity of the structure to allow the building to remain in operation until it can be removed.

Priority 5

Question 3: Please provide a detailed explanation of the impact of the problem/issues described in Question 1 above on your district's educational program. Please include specific examples of how the problem prevents the district from delivering the educational program it is required to deliver and how students and/or teachers are directly affected by the problem identified.

If a response has been previously provided, please reference which page the information is on in lieu of copying and pasting. The responses per Priority should capture new or different information than previously provided within this document.

The pneumatic control system in place is not operating at its proper efficiency, thus preventing the balance of heat and airflow throughout the classrooms. The uneven heat distribution throughout the facility affects the learning environment for instruction and learning. A student could move from a classroom that is comfortable to a higher temperature room to a lower temperature area within the period of a day. A student's ability to have access to all parts of the facility is hampered by the varying floor levels that are traveled when moving from the 1962 addition to the original building. The lack of an elevator in the 1942 building prevents individuals with disabilities from gaining access to significant areas of the structure. Students with disabilities are unable to move about the facility without being considerably delayed. The lift systems in the building cause student congestion in corridors when the lift system is in use. Students who have temporary medical conditions due to injury and are scheduled into second-floor classrooms would require a complete restructuring of the classroom locations. The conveying system and vertical movement are also affected by the lack of small-group learning areas within close proximity to the regular classrooms. At present, students can be delayed in arriving at another learning area because of the travel time necessary to get there. In 2014, we were able to install a filtration system to mitigate any lead exposure. Bottled water is used on the second floor.

Due to limitations of the existing electrical service and distribution system, the electrical requirements of classrooms are unable to be met. We have been unable to properly install educational technologies in these spaces in a seamless manner. Deployment of interactive whiteboards has been difficult to achieve as a result of wiring limitations. Further efforts to deploy computers and other mobile learning devices in the building will be limited due to electrical capacity and distribution constraints. Wireless computing has been problematic due to the structure of the school. The traffic flow of buses is limited and congested. The turns are confined and restricted. Drop-off and pick-up areas for children have similar characteristics. This remedial approach has been minimally effective in maintaining the facility as a school.

Priority 5

Question 4: Please describe how addressing the school facility systems you identified in Question 1 above will extend the useful life of the facility and how it will improve your district's educational program.

If a response has been previously provided, please reference which page the information is on in lieu of copying and pasting. The responses per Priority should capture new or different information than previously provided within this document.

Dale Street School was originally built in 1942 to replace a seriously under-sized high school. In 1962, Medfield built a new high school and converted Dale Street into an elementary school, building a modest addition without upgrading the original facility. Dale Street School has outdated heating, plumbing, and electrical systems which, despite annual maintenance, have reached the end of life after 80 years of service. There is also a shortage of appropriate specialized classroom spaces to accommodate a modern educational program. The development of special education programs, English Language, math, and ELA remediation programs, and several other mandated educational programs has placed significant pressure on available space. This situation seriously limits our ability to meet our educational goals.

Creating appropriate learning environments for our students is a major priority for the district, but cannot be accomplished in the current space without sacrificing significant town values, including Medfield's commitment to manageable class sizes. Two temporary modular classrooms installed 24 years ago as a stopgap measure eased us through the situation, but even that solution no longer ensures that we can provide appropriate learning spaces to all our students.

If it were not for a focus on sustaining a maintenance plan to keep Dale Street in a reasonably functional condition over some years, student performance and academic growth would not have been positively influenced. As presented in this priority, the physical structure has reached its limit; a maintenance plan is not the solution for an expanded life of this facility; but major renovation of the facility or a new facility will play a significant role in student performance for several decades into the future.

If not located elsewhere in this SOI, please also provide the following information:

Have the systems identified above been examined by an engineer or other trained building professional?:
YES

If "YES", please provide the name of the individual and his/her professional affiliation (maximum of 250 characters):
CODE RED Consultants (Arrowstreet Architecture & Design)

The date of the inspection: 10/1/2020

A summary of the findings (maximum of 5000 characters):
The potential scopes of work was to address the needs of the school may include one or more of the

following options:

- Base building repair
- Major interior renovation/alteration
- Addition interconnected with existing building
- Addition separated from existing building by a fire wall
- Demolition of existing building, and construction of a new building

Priority 7

Question 1: Please provide a detailed description of the programs not currently available or in substandard spaces due to facility constraints, the state or local requirement for such programs, and the facility limitations precluding the programs from being offered.

If a response has been previously provided, please reference which page the information is on in lieu of copying and pasting. The responses per Priority should capture new or different information than previously provided within this document.

The Dale Street School facility has served the community as an educational setting since 1942. During that period of over eighty years, significant changes have occurred in education. The facility now has numerous constraints which inhibit the ability to provide for a modern elementary instructional program. The internal design of regular education spaces is too small both by regulation and the reality of program requirements. This inadequacy of properly designed space causes interference with the delivery of student centered instructional practices. Core learning areas in the building are not properly designed and are undersized for the required program. The effort to accommodate for varied space requirements has resulted in numerous examples of conflicted space use issues. Finally, the lack of properly designed instructional areas and inadequate space for special educational programs has created equity issues for program delivery.

Without any consideration to the Medfield State Hospital (MSH) project or the development of 40B Projects, the total public school enrollment, K-12 is projected to remain steady as we move into the latter part of this decade. The factors resulting from the real estate development of the MSH or 40B projects will create educational variables which affect classrooms. Although, the physical space of 21 classrooms (including the two modular classrooms) may be able to accommodate the current enrollment, the design of each classroom does not have the mechanical and educational infrastructure to accommodate the variables which effect instruction and learning within the classrooms. Specifically, the continued development of appropriate specialized educational programs for students with disabilities will continue to limit the availability of proper educational space requirements.

The classrooms at the Dale Street School were built and designed to support a 1942 era high school instructional program. The size of the rooms would accommodate a structured lecture based learning and century elementary instructional program. However, the spaces are obsolete and not suited for a 21st century elementary instructional program. Each classroom must have the resources to utilize technology in instruction. With the advent of electronic white boards and one to one learning, instruction was improved to the extent that the physical space could enable the teacher to incorporate the technology into instruction. Distractions to the instructional environment are another area of concern. In the 1962 addition, the location of the classrooms runs the perimeter of the two core areas, the cafeteria and the media/library center. The effect on instruction and learning within each adjacent classroom while the cafeteria has lunch is substantially compromised by noise. The movement of students to and within the library and computer center while students are engaged in adjacent classrooms further compromises instruction due to distraction and noise. The issue is exacerbated by the lack of a dedicated music room for the orchestra which utilizes this space for the program requirements creating similar noise and distraction issues. Additionally, orchestra instruction is compromised by student movement from these classrooms and to and from the library media center.

Library/Media: To improve on the restricted, undersized area of the library/media center, an adjacent classroom was converted to a computer lab with individual workstations. This enabled the main area of the center to acquire space for student activities, access to media resources, and reading/research. The new design was improved but still limited the level of access to resources expected of student in an upper elementary environment. When the modular classrooms were installed, a corridor to the two classrooms was created between the library/media center and the location of the two modular classrooms. Unintentionally, the corridor became a further cause of limited activities as well as interference with the environment because of the movement of students. The library/media center has been an inadequate and undersized area since its construction in 1962. The limited available space for student activities is a significant problem. At most one class at a time can be scheduled into the space. The design of open space for student reading, technology access, research activities and other flexible learning options are not available. Instruction in the use of the library is more often shifted to the regular classrooms.

Music Programs: There is 972 square feet of space in the existing facility for music education and performing arts. Of the total net area (which excludes storage), 572 square feet is for general music, 1.35 square feet per student and 400 square feet allocated to performing arts. The regulations state that practice rooms shall fall within the range of 75-130 square feet and ensemble rooms up to 300 square feet, exclusive of storage. Music education classrooms should be 1000-1200 square feet. While is not be unusual to use the stage in the gymnasium as a classroom for music performance and instruction; it is however, clearly a scheduling problem with physical education for the demands of events which could be occurring at the same time. The program is currently scheduled in non-traditional space for normal music instruction, excluding large group choral and band which would use the gymnasium and cafeteria. The latter two areas, along with corridors are used for small group instruction for a number of non-music students for services. A previous high school shower room was reconfigured into a music education/practice room to acquire space for the program.

Art Programs: There is 814 square feet, which is 1.92 square feet per student for the art program, exclusive of storage. The regulations state that art education classrooms shall fall within the range of 1000-1200 feet, exclusive of storage. The art space was converted from the original

location of the cafeteria/kitchen in the 1942 building. This area was converted to an art classroom because of the availability of water. The area supports art instruction minimally to the extent that the electrical and ventilation systems do not prevent specific activities.

Reading Program: The reading program is designed to be integrated into the regular classroom. The population is expected to be more that 7% of the enrolled students, but less than 42%. There is no designed reading space provided for conference and one on-one other than nontraditional usage of space. The Commonwealth (603 CMR 38.02) states that small group/seminar environment shall fall up to 500 square feet each, exclusive of storage.

Food Service/cafeteria: Actual size is 3315 square feet; which could accommodate 200 pupils as defined by the regulation. At present time, the facility provides three seatings per day to serve lunch to students.

Gymnasium Adapted Physical Education: The number of students needing this service is approximated to be no less than .5% and probably not more the 1.4% of the enrolled students. Currently there is no dedicated space in which a student receives services. Non-traditional space or a class within the gymnasium (along with another regularly scheduled class) would be used. The gymnasium's restricted size and open design does not allow the adaptive physical education program to be provided in the space. The program is scheduled into a converted space in an adjacent locker/shower area or on the stage. This severely constrains the options for program delivery and resources connected with the curriculum.

EL Students: The number of children who fall within the definition of English as Second Language for 2023 is projected to be between 30-35 children. This is an increase from past years in the district. These students could have needs which require a separate area from their regular classroom for support services. A classroom environment with proper resources, including technology was to extend the space and electrical infrastructure would allow.

Special Education Students: The average number of children who will require services for up to 30% of a school day is projected to be approximately 13% of the enrolled students. With the existing facility, the support services would be provided within a total net area of 905 square feet (15.3 square feet per student compared to 39 square feet per student in a regular classroom). Under the IDEA, the facility for special education services are to be equal to comparable space for regular education students and designed as needed to service students in dealing with their educational program. There was no designed dedicated space for students who require this intensive support service. Recently a health classroom space was converted to provide for this program.

Guidance Support Services: The existing facility provides 238 square feet to service student with their social, growth, and academic needs. This is .56 square feet per student. The existing space lacks the appropriate environment for private discussions one-on-one or small groups. The same space is shared by special educators for psychological services as defined in the student IEP. This latter group of students represents approximately 13% of the enrolled students. Students with services who fall within the guidelines of Section 504 place an additional demand on the same space. With this characteristic, established by student needs the guidance space is in high demand and experiences a high degree of schedule conflict (space in demand for more than one student event). To accomplish the small group seminars (as designed for this age level), a counselor uses other spaces, such as the cafeteria, gymnasium, and classrooms.

Nursing Station: The nursing station is severely undersized (260 sq. ft.) to meet the clinical needs of the student population. In addition the space has a bathroom facility that is not handicapped accessible.

Priority 7

Question 2: Please describe the measures the district has taken or is planning to take in the immediate future to mitigate the problem(s) described above.

If a response has been previously provided, please reference which page the information is on in lieu of copying and pasting. The responses per Priority should capture new or different information than previously provided within this document.

At present, the major issues with the facility at Dale Street are with the limited or lacking of small group learning spaces, integrated within the location of regular classroom instruction; individual counseling and psychological areas to deal with confidential issues with children; a viable music facilities and lunch where the sound does not become an interruption with classroom instruction. Generally, the lack of small group learning/conference areas within the facility has made the core area in the 1962 addition and attraction alternative. It would not be uncommon for a special education teacher working with a small group of students in the cafeteria or a small group counseling session be conducted by a guidance counselor in the library or cafeteria; while there is a natural movement of a student or students from the adjacent classrooms. In an unintentional manner, the small groups lack the instructional privacy.

Equity and adequacy issues are in conflict instructional areas which support/provide student learning. Many times the space becomes conflicted space for its use is required by more than one group of students. Small learning areas for individual or small group instruction are designed to deal with at-risk students (at a variety of levels of risk) with privacy. Small learning spaces have been created where space could be converted to accommodate the need for these services. These specifically include programs for music, EL, special educational services, and programs. These converted spaces have become permanent to address the educational needs of students. This has created issues of student movement. For example, a student in instrumental music may have to walk from the 1962 additions of the facility to the opposite side of the facility. The available accessibility systems to the different physical levels through the building take time away from instruction. In addition, there is a lack of systematic access to accessible bathrooms and learning areas. The installation of the two modular classrooms was to be temporary, but have become permanent. Without the two modular classrooms, there would be a shortage of classrooms to sustain the class size guideline established by the Medfield School Committee. Through an effort of accommodation, small spaces or areas have been established to enable small group instruction. These areas are not properly designed but instead are attempts to accommodate programmatic requirements. This latter issue poses serious concerns in the ability of the administration to maintain equity and adequacy of programs and services within a facility which has little or no flexibility in space usage. We have subdivided a general classroom with temporary panels to provide learning space for remedial instruction. The school has scheduled music ensembles and practice groups into hallway areas. EL services are scheduled into available space on a rotating schedule.

Accessibility mitigation is being accomplished in several manners. The lack of an elevator for access to the second floor causes the school to schedule most special education programs on first-floor areas. The District looked into the installation of an elevator within the structure of the facility but due to space restrictions, this was not feasible. To avoid an addition to the building, four classrooms would have been eliminated in order to have an elevator installed within the context of the current structure of the facility. To address remaining concerns of accessibility at the first floor levels interim steps of installing stair lifts was implemented.

Soundproofing of some doors in both the 1942 and 1962 classrooms was installed to minimize the level of noise from the movement of students through the facility and to accommodate students with auditory disability. A major renovation to a storage area and an existing bathroom facility for staff was conducted to create a handicapped-accessible bathroom and changing area facility. In 2022 all classroom door hardware/locks were replaced to improve the security of the building.

Library renovations were completed to reorganize the space. The space does include a technology instruction area, and limited space for stacks to house the text collection and a small instructional space.

Priority 7

Question 3: Please provide a detailed explanation of the impact of the problem described in this priority on your district's educational program. Please include specific examples of how the problem prevents the district from delivering the educational program it is required to deliver and how students and/or teachers are directly affected by the problem identified.

If a response has been previously provided, please reference which page the information is on in lieu of copying and pasting. The responses per Priority should capture new or different information than previously provided within this document.

At present, the major issues with the facility at Dale Street are with the limited or lack of small group learning spaces, integrated within the location of regular classroom instruction; individual counseling and psychological areas to deal with confidential issues with children; viable music facilities where the sound does not become an interruption with classroom instruction and appropriate space for the arts and technology.

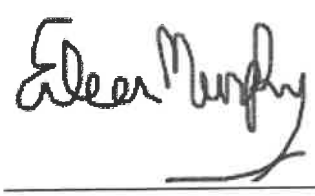
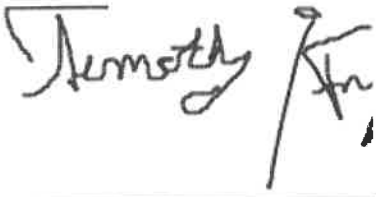
The installation of the two modular classrooms was to be temporary, but have become permanent. Without the two modular classrooms, there would be a shortage of classrooms to sustain the class size guideline established by the Medfield School Committee. Through planned accommodation, small spaces or areas have been established to allow for small group instruction. But there is not a permanent nature for any accommodation, nor is there flexibility, should enrollment needs cause an increase in usage or a change in purpose. This latter issue poses serious concerns in the ability of the administration to maintain equity and adequacy of programs and services within a facility which has little or no flexibility of space usage.

Core instructional areas need to be flexible and provide for the instructional needs of the program. The undersized nature of the gymnasium and library/media remain incompatible to programmatic needs. The actual floor area of the Gymnasium is 3348 square feet. The CMR states that the gymnasium shall be 3000 square feet per station minimum when 12+ classrooms exist in the school, with a 5% variation permitted. The net area in this facility is 5.76 per square feet, 1.3 square feet less than recommended. This shortfall equates to a need of approximately 1100 square feet to provide two required teaching stations to accommodate the physical education program.

Even with the mitigating steps taken to renovate the space, the size of the library/media center, remains undersized for the expected programs and activities which are necessary to complement an upper elementary curriculum. The size is 2460.5 square feet (including the computer area). The current net area of the center for active student activities is 848 square feet, where is should be 1710 square feet. The current area per pupil is 1.63 square feet per pupil compared to the required 3.42 square feet per pupil. This restricts the teachers from creating small groups of students who can access the library for research based activities.

CERTIFICATIONS

The undersigned hereby certifies that, to the best of his/her knowledge, information and belief, the statements and information contained in this statement of Interest and submitted hereto are true and accurate and that this Statement of Interest has been prepared under the direction of the district school committee and the undersigned is duly authorized to submit this Statement of Interest to the Massachusetts School Building Authority. The undersigned also hereby acknowledges and agrees to provide the Massachusetts School Building Authority, upon request by the Authority, any additional information relating to this Statement of Interest that may be required by the Authority.

Chief Executive Officer *	**School Committee Chair**	**Superintendent of Schools**
Eileen Murphy	Timothy Knight	Jeffrey J. Marsden
Chair, Board of Selectmen		
		
(signature)	(signature)	(signature)
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* Local Chief Executive Officer: In a city or town with a manager form of government, the manager of the municipality; in other cities, the mayor; and in other towns, the board of selectmen unless, in a city or town, some other municipal office is designated to the chief executive office under the provisions of a local charter. Please note, in districts where the Superintendent is also the Local Chief Executive Officer, it is required for the same person to sign the Statement of Interest Certifications twice.

ATTACHMENT B
MSBA Standard Contract
(Design/Bid/Build and CM-at-Risk)

CONTRACT FOR PROJECT MANAGEMENT SERVICES

This Contract is made this _____ (day) day of _____ (month) in the year _____ (year) between the _____ (Owner), _____ (street), _____ (City), Massachusetts (State), _____ (Zip Code) hereinafter called "the Owner" and _____ (Owner's Project Manager), _____ (street), _____ (city), _____ (State), _____ (Zip Code) hereinafter called the "Owner's Project Manager" to provide the Project Management services required to complete the Basic and Extra Services described herein at _____ (name/description of Project)

The Owner's Project Manager is authorized to perform the services required by this Contract through the Feasibility Study Phase and, pending receipt of a written Approval to proceed from the Owner, through the Schematic Design Phase. At the Owner's option, the Owner's Project Manager may be authorized to perform services for subsequent design phases and/or the Construction Phases and Completion Phase, at which time a mutually agreed upon amendment to this Contract will be executed between the Owner and the Owner's Project Manager. If the Owner elects to construct the project pursuant to G.L. c. 149, the amendment to this Contract shall include the Authority's Base OPM Contract Amendment for DBB for Basic Services required for the design-bid-build construction delivery method. If the Owner elects to construct the project pursuant to G.L. c. 149A, the amendment to this Contract shall include the insertion of the Authority's Base OPM Contract Amendment for CM at Risk, for Basic Services required for the CM at Risk construction delivery method.

For the performance of the services required under this Contract for the Feasibility Study Phase and the Schematic Design Phase, the Owner's Project Manager shall be compensated by the Owner for Basic Services in accordance with the Payment Schedule included as Attachment A.

IN WITNESS WHEREOF, the Owner and the Owner's Project Manager have caused this Contract to be executed by their respective authorized officers.

OWNER	OWNER'S PROJECT MANAGER
_____ (print name)	_____ (print name)
_____ (print title)	_____ (print title)
By _____ (signature and seal)	By _____ (signature)
Date _____	Date _____
	(Attach Certificate of Vote of Authorization)

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ARTICLE 1: DEFINITIONS

APPROVAL – a written communication from the Owner approving either the work of the current Phase, as identified on Attachment A, or authorizing the Owner's Project Manager to proceed to the next Phase or approving the scope and compensation for either Extra Services or Reimbursable Expenses.

ARCHITECT/ENGINEER – herein also referred to as the **DESIGNER** -- the person or firm with whom the Owner has contracted to perform the professional designer services for this Project.

AUTHORITY – Massachusetts School Building Authority or its authorized representative, created by St. 2004, c. 208.

BASIC SERVICES – the minimum scope of services to be provided by the Owner's Project Manager under this Contract, unless the Contract is otherwise terminated pursuant to Article 12.

CERTIFICATE OF FINAL COMPLETION – The form prescribed by the Authority which contains the certification of the Designer, OPM and the Owner that the Project has reached Final Completion.

COMMISSIONING CONSULTANT – a person or firm engaged by the Authority to provide building commissioning services, including advisory services during design and construction.

CONTRACT – this Contract, inclusive of all Attachments, between the Owner and the Owner's Project Manager; all written amendments to this Contract; and all Approvals issued pursuant to this Contract.

CONTRACTOR or GENERAL CONTRACTOR – the person or firm with whom the Owner has contracted to perform the construction for this Project pursuant to the provisions of G.L. c. 149, §§ 44A-44J.

CONSTRUCTION MANAGEMENT AT RISK or "CONSTRUCTION MANAGEMENT AT RISK SERVICES or CONSTRUCTION MANAGEMENT AT RISK DELIVERY METHOD or CM at RISK DELIVERY METHOD - a construction method described in M.G.L. c. 149A wherein a Construction Management at Risk firm provides a range of preconstruction services and construction management services which may include cost estimation and consultation regarding the design of the building project, the preparation and coordination of bid packages, scheduling, cost control, and value engineering, acting as the general contractor during the construction, detailing the Trade Contractor scope of work, holding the trade contracts and other subcontracts, prequalifying and evaluating Trade Contractors and subcontractors, and providing management and construction services, all at a Guaranteed Maximum Price, which shall represent the maximum amount to be paid by the public agency for the building project, including the cost of the work, the general conditions and the fee payable to the Construction Management at Risk Firm.

CONSTRUCTION MANAGER AT RISK, CONSTRUCTION MANAGEMENT at RISK FIRM or CM at RISK – a sole proprietorship, partnership, corporation, or other legal entity with which the Owner has contracted pursuant to G.L. c. 149A, § 6(e), to provide Construction Management at Risk Services;

EXTRA SERVICES – services requested by the Owner to be performed by the Owner's Project Manager but which are additional (or "extra") to the services performed as Basic Services.

FEASIBILITY STUDY AGREEMENT – the agreement between the Owner and the Authority that sets forth the terms and conditions pursuant to which the Authority will collaborate with the Owner in conducting a feasibility study, which agreement shall include the budget, scope and schedule for the feasibility study.

FEE FOR BASIC SERVICES – the fee to be paid to the Owner's Project Manager for satisfactorily performing, in the Owner's sole discretion, the Basic Services required under this Contract, exclusive of the compensation to which the Owner's Project Manager is entitled pursuant to Articles 9 and 10.

FINAL COMPLETION – The work has been completed in accordance with the Construction Contract Documents and the educational specifications, schematic plans and drawings and the Project Funding Agreement approved by the Authority.

GENERAL LAWS – the Massachusetts General Laws as amended, including any rules, regulations and administrative procedures implementing said laws.

GUARANTEED MAXIMUM PRICE or **GMP**- The agreed total dollar amount for the Construction Management at Risk services, including the cost of the work, the general conditions and the fees charged by the Construction Management at Risk firm.

GUIDELINES AND STANDARDS – Documents published by the Authority including regulations and procedures that supplement the tasks of Owner's Project Managers contracting with Owners for projects receiving any funding from the Authority.

NON-TRADE CONTRACTOR – for purposes of a project utilizing the CM at Risk construction delivery method only, a subcontractor, as described in M.G.L. c. 149A, § 8(j), who is not a Trade Contractor, as defined herein, and who has a direct contractual relationship with a CM at Risk whether or not the work exceeds the threshold sum as identified in M.G.L. c. 149, § 44F(1).

NOTICE to PROCEED – the written communication issued by the Owner to the Contractor or the CM at Risk authorizing him to proceed with the services specified in the construction contract or the CM at Risk contract and establishing the date for commencement of the contract time.

OWNER – the entity identified as such on page one of this Contract, or its authorized representative, that is the owner of the property that is the site of the Project and is responsible for administering this Contract.

OWNER'S PROJECT MANAGER – the individual, corporation, partnership, sole proprietorship, joint stock company, joint venture or other legal entity identified as such on page one of this Contract performing the professional Project Management Services under this Contract.

PHASE – a distinct portion of the work of this Contract and its associated duration, as identified on Attachment A. Prior Approval to proceed for each Phase is required from the Owner.

PRINCIPALS – the owners and/or officers of the Owner's Project Manager who are actively involved in the management of the Project.

PROJECT – all work that pertains to the study, planning, design, construction, reconstruction, installation, demolition, maintenance or repair, if any, as defined in the Project Scope and Budget Agreement or Project Funding Agreement .

PROJECT BUDGET – a complete and full enumeration of all costs of the Project, as defined in the Owner-Authority Project Scope and Budget Agreement or Project Funding Agreement.

PROJECT DIRECTOR – the employee of the Owner's Project Manager who has been designated in writing by the Owner's Project Manager as its authorized representative, as approved by the Owner, and subject to the approval of the Authority, pursuant to the requirements of M.G.L. c.149 §44A½ or G.L. c. 149A, § 2, as the case may be, for an "owner's project manager" and 963 CMR 2.00 et seq., and shall be the person who shall oversee and be responsible for all Project Management Services provided under this Contract. The Project Director shall be certified in the Massachusetts Certified Public Purchasing Official Program as administered by the Inspector General of the Commonwealth of Massachusetts.

PROJECT FUNDING AGREEMENT – the Project Funding Agreement described in 963 CMR 2.02 and executed by the Authority and the Owner.

PROJECT REPRESENTATIVE – the employee or a Subconsultant of the Owner's Project Manager, who shall be dedicated exclusively to the Project, on-site full-time during the Construction Phase in accordance with the requirements of Article 8.6.2.

PROJECT SCHEDULE – a complete list of all activities, time and sequence required to complete the Project, as defined in the Owner-Authority Project Scope and Budget Agreement or Project Funding Agreement.

PROJECT SCOPE AND BUDGET AGREEMENT – the Agreement described in 963 CMR 2.09(11) and executed by the Authority and the Owner.

REIMBURSABLE SERVICES OR REIMBURSABLE EXPENSES – the cost of services requested by the Owner to be performed by the Owner's Project Manager or the cost of expenses paid by the Owner's Project Manager that are reimbursable pursuant to the provisions of Article 10.

SUBCONTRACTOR – for purposes of a project utilizing the design-bid-build construction delivery method pursuant to G.L. c. 149, a person or entity having a direct contractual relationship with the Contractor, who has the contract to perform the construction of the Project, except as otherwise specifically provided herein or as required by Law.

SUBCONSULTANT – any individual, company, firm, or business having a direct contractual relationship with the Owner's Project Manager, who provides services on the Project.

TRADE CONTRACTOR – for purposes of a project utilizing the CM at Risk construction delivery method only, subcontractors having a direct contractual relationship with a CM at Risk pursuant to G.L. c. 149A, § 8 (a)-(i), to perform one or more so-called sub-bid classes of work listed in M.G.L. c.149 §44F and all other sub-bid classes of work selected by the public agency for the Project, provided the sub-bid work meets or exceed the threshold sum identified in M.G.L. 149 §44F(1).

ARTICLE 2: RELATIONSHIP OF THE PARTIES

2.1 The Owner's Project Manager shall act as an independent contractor of the Owner in providing the services required under this Contract.

2.2 The Owner's Project Manager warrants and represents to the Owner that it has fully, completely and truthfully represented the qualifications and skills of the Owner's Project Manager, its Subconsultants, agents, servants and employees in the proposal submitted by the Owner's Project Manager, the Contract documents and in all communications with the Owner relative to this Contract and the services to be performed hereunder by the Owner's Project Manager, its Subconsultants, agents, servants and employees.

2.3 The Owner's Project Manager shall perform its services under this Contract with no less than that degree of skill and care ordinarily exercised by similarly situated members of the Owner's Project Manager's profession on projects of similar size, scope and complexity as is involved on the Project. The Owner's Project Manager's services shall be rendered in accordance with this Contract.

2.4 The Parties hereto agree that the Designer is solely responsible for the design requirements and design criteria for the Project (except to the extent specifically delegated to others) and for performing in accordance with the contract between the Owner and Designer.

2.5 The Parties hereto agree that the Contractor or CM at Risk, as the case may be, shall be solely responsible for construction means, methods, techniques, sequences and procedures, the Contractor's or CM at Risk's schedules, and for safety precautions and programs in connection with the Project and for performing in accordance with the Owner-Contractor Agreement or the Owner-CM at Risk Agreement. The Owner's Project Manager shall be responsible for the Owner's Project Manager's negligent acts or omissions but shall not have control over or charge over acts or omissions of the Contractors, CM at Risk, Subcontractors, Trade Contractors or Non-Trade Contractors or the agents or employees of the Contractor, CM at Risk, Subcontractors, Trade Contractors or Non-Trade Contractors the Designer, the Authority, the Owner or the Commissioning Consultant.

2.6 Nothing in this Contract shall be construed as an assumption by the Owner's Project Manager of the responsibilities or duties of the Contractor or the CM at Risk or the Designer. The Owner's Project Manager's services shall be rendered compatibly and in coordination with the services provided by the Designer. It is not intended that the services of the Owner's Project Manager and Designer be competitive or duplicative, but rather complementary. The Owner's Project Manager shall be entitled to rely upon the Designer and Contractor or CM at Risk for the proper performance of their obligations pursuant to their respective contracts with the Owner.

ARTICLE 3: RESPONSIBILITIES OF THE OWNER

3.1 The Owner shall be responsible to oversee and monitor the performance of the Owner's Project Manager to ensure that it performs its obligations in a satisfactory manner. The Owner shall provide the necessary general direction and broad management coordination required to execute the Project.

3.2. The Owner shall designate an individual or individuals who shall have the authority to act on behalf of the Owner under this Contract and who shall be responsible for day-to-day communication between the Owner and the Owner's Project Manager.

3.3 Upon satisfactory completion of services performed, the Owner shall make payments to the Owner's Project Manager as provided in Articles 7, 8, 9 and10.

3.4 The Owner shall be responsible for requiring the Contractor or CM at Risk and/or the Designer to comply with their respective contract obligations and to cooperate with the Owner's Project Manager.

3.5 The Owner shall provide timely information with respect to its requirements relative to the Project Schedule and the Project Budget, and shall further give timely notice to the Owner's Project Manager of any changes or modifications to thesame.

3.6 To the extent such data is available, the Owner shall furnish to the Owner's Project Manager existing surveys of the Project site, building plans, borings, test pits, structural, mechanical, chemical or other test data, tests for air and water pollution and for hazardous materials, photographs and utility information. The Owner's Project Manager shall be entitled to reasonably rely upon the sufficiency and accuracy of the information furnished under this Article 3.6, provided that the Owner's Project Manager shall notify the Owner in writing of any deficiencies in such data that the Owner's Project Manager becomes aware of.

ARTICLE 4: RESPONSIBILITIES OF THE OWNER'S PROJECT MANAGER

4.1 The Owner's Project Manager shall provide project management services to monitor procurement procedures, design, construction and other related activities and to facilitate, coordinate and manage the Project with respect to timely performance in accordance with the Project Schedule and monitor the quality of services and workmanship and shall recommend courses of action to the Owner when respective contractual requirements are not being fulfilled. Services shall continue through substantial use and occupancy by the Owner, and Project closeout. As part of Basic Services, the Owner's Project Manager shall provide information as requested during final auditing as conducted by the Authority.

4.2 The Owner's Project Manager shall perform the services required under this Contract in conformance with applicable federal, state, and local laws, ordinances andregulations.

4.3 The Owner's Project Manager shall report to the Owner any act or inaction in connection with the Project which the Owner's Project Manager believes creates a substantial health or safety risk. Notwithstanding the immediately preceding sentence, the Owner's Project Manager shall not assume responsibility for safety precautions and programs in connection with the Project, which shall remain the sole responsibility of the Contractor or CM at Risk, as the case may be.

4.4 The Owner's Project Manager shall comply with terms and conditions of all project agreements executed between the Owner and the Authority and any and all administrative directives issued by the Authority now in effect or hereafter promulgated during the term of this Contract, without any additional compensation. The Owner shall reasonably compensate the Owner's Project Manager for complying with any such term or condition or directive, that was not provided to or was not readily available to the Owner's Project Manager prior to such Services being performed and that materially impacts the Owner's Project Manager's scope, or other aspect of its Services, Fee, schedule, or any obligations and responsibilities under this Contract.

4.5 The Owner's Project Manager acknowledges the importance that the Owner attributes to the abilities and qualifications of the key members of the Owner's Project Manager's team, including Subconsultants, and the continuity of key members participation in the services to be provided under this Contract. This Contract has been entered into on the representation of the Owner's Project Manager that the individuals, consultants, assignments and responsibilities will be maintained throughout the duration of this engagement. No substitution or replacement of individuals or change in the Subconsultants, listed in Attachment B, shall take place without the prior written approval of the Owner and the Authority, except when necessitated by causes beyond the Owner's Project Manager's control. If the Owner's Project Manager proposes to replace one of the key members of the Owner's Project Manager's team, the Owner's Project Manager shall propose a person or consultant with qualifications at least equal to the person or firm the Owner's Project Manager proposes to replace. The Owner and the Authority shall have the right to approve any substitution or replacement or change in status for the persons or Subconsultants listed in Attachment B and such approval shall not be unreasonably withheld. At the request of the Owner, the Owner's Project Manager shall consult with the Owner to resolve any situation in which the Owner determines that a member of the Owner's Project Manager's team is failing to perform services in an acceptable manner to the Owner. The Owner shall have the right to direct the removal of any such person or consultant. No act or omission of the Owner or the Authority made or permitted under this Section shall relieve the Owner's Project Manager of its responsibility for the performance of the services specified in this Contract.

4.6 The Owner's Project Manager shall employ at all times professional and support personnel with requisite expertise and adequate numbers to assure the complete, timely and high quality performance of the obligations of the Owner's Project Manager.

4.7 The Owner's Project Manager shall be and shall remain liable to the Owner for all damages incurred by the Owner as a result of the failure of the Owner's Project Manager to perform in conformance with the terms and conditions of this Contract.

ARTICLE 5: SUBCONSULTANTS

5.1 The Owner's Project Manager may employ Subconsultants, subject to the prior written approval of the Owner and subject to Paragraph 10.3 in order to perform Basic, Extra and Reimbursable services under this Contract. The employment of Subconsultants shall not in any way relieve the Owner's Project Manager from its responsibilities under this Contract. Nor shall the Owner's approval of a Subconsultant in any way relieve the Owner's Project Manager from its responsibilities under this Contract.

5.2 Upon request, the Owner's Project Manager shall provide the Owner copies of its agreements with Subconsultants, including amendments thereto, and shall consult with the Owner with respect to the inclusion therein of appropriate terms and conditions to assure timely, efficient and competent performance of the Subconsultants.

5.3 No substitution of Subconsultants and no use of additional Subconsultants shall be made without prior written approval of the Owner, which approval shall not be unreasonably withheld.

5.4 The OPM shall be responsible for all compensation to be paid to a subconsultant. No Subconsultant shall have recourse against the Owner or the Authority for payment of monies

alleged to be owed to the Subconsultant by the Owner's Project Manager, and the Owner's Project Manager shall include in all contracts with its Subconsultants language so providing.

5.5 All contracts between the Owner's Project Manager and its Subconsultants shall include a provision in which the Owner's rights to initiate corrective action shall bestipulated

ARTICLE 6: TERM AND TIMELY PERFORMANCE

6.1 The Owner's Project Manager acknowledges that expeditious completion of the Owner's Project Manager's services and the Project is of the utmost importance to the Owner. The term of this Agreement shall commence on the date stipulated in an Approval to proceed from the Owner. The Owner's Project Manager shall complete the services required under this Contract in a prompt and continuous manner. The Owner's Project Manager shall perform its services in a timely manner and shall not delay the work of the Designer. Contractor or CM at Risk. The Owner's Project Manager shall monitor the performance of the Designer and the Contractor or CM at Risk in accordance with schedules of performance that are established under their contracts with the Owner. The Owner's Project Manager shall immediately advise the Owner, as well as the Designer or the Contractor or CM at Risk, in writing, any time the Owner's Project Manager determines that either the Designer or the Contractor's or CM at Risk's performance is jeopardizing the Project Schedule or the Project Budget.

6.2 Time is of the essence in the performance of the Owner's Project Manager's obligations under this Agreement and under any amendment. The Owner's Project Manager agrees that no other work in its organization will be permitted to interfere with its timely performance of the work required under this Agreement or anyamendment.

6.3 The Owner's Project Manager's services are to be provided in accordance with the time schedule set forth in the Feasibility Study Agreement and the Project Scope and Budget Agreement. If the schedule changes causing the need for revisions to the Owner's Project Manager's services, the Owner's Project Manager shall notify the Owner of the revisions to its services. The Owner shall have the right to extend the term of this Contract by amendment. All the rights and obligations of the parties for such extended periods shall be as set forth in this Contract or in the amendment.

ARTICLE 7: COMPENSATION

7.1 For the satisfactory performance of all services required pursuant to this Contract, excluding those services specified under Articles 9 and 10, the Owner's Project Manager shall be compensated by the Owner in an amount up to the Not-to-Exceed Fee for Basic Services, identified on Attachment A. The Owner's Project Manager shall submit invoices on a monthly basis in accordance with the Payment Schedule included as Attachment A. The Owner shall make payments to the Owner's Project Manager within 30 days of the Owner's approval of the invoice, which approval shall not be unreasonably withheld ordelayed.

7.2 The Fee for Basic Services shall include, but not necessarily be limited to, all labor, overhead, profit, insurance, legal services, transportation, communication expenses, reasonable printing and copying necessary for completion of the Project. The fee for Basic Services also shall include (a) the costs of rebidding and resolicitation of proposals, bids, or

qualifications if due to the fault of the Owner's Project Manager, and (b) assisting the Owner as provided by section 8.1.4.2 in litigation or resolution of claims or other administrative proceedings associated with a bid protest arising out of the Designer contract or the construction contract and for assistance beyond the requirements of 8.1.4.2 if such litigation or claims are due to the fault of theOwner's Project Manager.

7.3 When the Owner's Project Manager receives payment from the Owner, the Owner's Project Manager shall promptly make payment to each Subconsultant whose work was included in the work for which such payment was received. The Owner shall have the contractual right to investigate any breach of performance of a Subconsultant and to initiate corrective measures it determines are necessary and in the best interest of the Owner. All contracts between the Owner's Project Manager and its Subconsultants shall include a provision in which the Owner's rights to initiate corrective action shall be stipulated.

7.4 The Owner's Project Manager shall be paid the remainder of the Fee for Basic Services, less previous payments, upon acceptance by the Owner of the Certificate of Final Completion and submission of evaluations.

ARTICLE 8: BASIC SERVICES

The Owner's Project Manager shall perform the following Basic Services:

8.1 Project Management (For All Phases)

8.1.1 The Owner's Project Manager shall prepare a communication and document control procedure during the Feasibility Study/Schematic Design Phase and continue to update it as specified for the duration of the Project. This procedure shall detail the responsibilities and lines of communication among all Project participants (Owner, Authority, Owner's Project Manager, Designer, Contractor or CM at Risk, Subcontractors, Trade Contractors, Non-Trade Contractors and other consultants, vendors or suppliers) and establish the procedure for correspondence, document control, designer and contractor or CM at Risk submittal logs, change order reporting logs and other tracking logs, as needed. The Owner's Project Manager shall include the Designer in its distribution of the Project Budget, Schedule, Monthly Progress Report and other reports as appropriate and as outlined in the Communications Plan.

8.1.1.2 The Owner's Project Manager shall assist the Owner in the preparation of all information, material, documentation, and reports that may be required or requested by the Authority, including without limitation, documentation related to incentive reimbursement percentage points that may be awarded to the Owner by the Authority, requests for reimbursement, and audit materials.

8.1.1.3 The Owner's Project Manager shall prepare agendas for and attend school building committee meetings, attend meetings with other representatives of the Owner, municipal administration and the school department, and attend neighborhood meetings relating to the Project, and participate as a member of the Owner's Prequalification Committee, The Owner's Project Manager shall take minutes of all of the above-referenced meetings and promptly distribute minutes of these meetings to the Owner.

8.1.1.4 The Owner's Project Manager shall review all applications for payments, requisitions and invoices relating to the Project as submitted by the Designer, equipment vendors and all other contractors and suppliers and make recommendations to the Owner relative to amounts due.

8.1.2 Project Control

During the Feasibility Study/Schematic Design Phase of this Contract, the Owner's Project Manager shall monitor and report to the Owner and the Authority any changes to the Feasibility Study Budget, Scope and Schedule established in the Owner-Authority Feasibility Study Agreement.

8.1.2.1 Project Budget

The Owner's Project Manager shall prepare a detailed baseline Project Budget in a form acceptable to the Owner and the Authority, which will be reviewed and agreed upon by the Owner and the Authority as part of the Project Scope and Budget Agreement and further subject to approval by the MSBA. The Owner's Project Manager shall monitor and compare all Designer estimates, contractor bids, Guaranteed Maximum Price (if applicable), and other cost information to this Project Budget and identify and report all variances to the Owner and the Authority. The Owner's Project Manager shall maintain and update the baseline Project Budget throughout the term of this Contract. The Owner's Project Manager shall report any variances to the baseline Project Budget as part of the Monthly Progress Report.

The Owner's Project Manager shall prepare revisions to the baseline Project Budget, as needed, and submit them to the Owner forapproval.

8.1.2.2 Cost Estimating

The Owner's Project Manager shall prepare detailed independent cost estimates at each Design phase (feasibility/schematic).when required by the Owner. If the Owner requires the Owner's Project Manager to prepare an independent cost estimate, the Owner's Project Manager shall compare its cost estimate to that prepared by the Designer to identify and notify the Owner of any variances.

In the event that the cost as estimated by the Designer exceeds the construction cost in the Project Budget at any of the Design phases, the Owner's Project Manager shall consult with the Designer and recommend to the Owner appropriate revisions to the scope of work.

The Owner's Project Manager shall provide cost estimating services, as may be required, to develop cash flows.

During the schematic design Phase, the Owner's Project Manager shall prepare a construction cost estimate in Uniformat II Level 2 format with aggregated unit rates and quantities supporting each item.

8.1.2.3 Project Schedule

The Owner's Project Manager shall prepare a Project Schedule in a form acceptable to the Owner and the Authority, which will be reviewed and agreed upon by the Authority as part of the Project Scope and Budget Agreement and further subject to approval by the Authority.

The Owner's Project Manager shall prepare revisions to the Project Schedule, as needed, and submit them to the Owner for approval.

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8.1.3 Monthly Progress Report

The Owner's Project Manager shall submit to the Owner and the Authority no later than the twelfth day of each calendar month a written Monthly Progress Report summarizing activity during the preceding calendar month. The Monthly Progress Report shall be submitted in a format acceptable to the Authority and shall describe work performed by all project participants (OPM, Designer, Contractor or CM at Risk) during the reporting period and work planned for the next reporting period. The report shall also address matters of schedule adherence (Project Schedule as well as individual completion percentages for design and construction), costs to date (updated Project Budget and actual expenses incurred), change orders and potential change orders, cash flow projections, Contractor's or CM at Risk's safety performance, Designer's QA/QC, Contractor's or CM at Risk's environmental compliance, community issues, Designer and Contractor or CM at Risk's MBE/WBE activities, the Designer and Contractor or CM at Risk's M.G.L. c. 149 Workforce Participation activities, any issues that could result in additional time and/or additional costs and any anticipated problems/concerns together with recommended solutions.

8.1.4 INTENTIONALLY LEFT BLANK

8.1.5 MBE/WBE and Workforce Participation Compliance Monitoring (All Phases)

(a) The Owner's Project Manager shall monitor and report on the Designer's and Contractor's or CM at Risk's compliance with MBE/WBE requirements as set forth in M.G.L. c. 7C, §6 and M.G.L. c. 7, §61.
(b) The Owner's Project Manager shall monitor and report on the Designer's and Contractor's or CM at Risk's compliance with the Commonwealth's Workforce Participation requirements set forth in M.G.L. c. 149, § 44A(2)(g).

8.1.6 Site Investigations and Environmental Testing

Prior to Designer Selection, the Owner's Project Manager shall assist the Owner in determining the need for and the implementation of site evaluation and testing including, but not necessarily limited to, site surveys, wetlands evaluation, environmental evaluations, hazardous materials evaluation, subsurface testing (percolation tests, test pits, borings, etc.), destructive testing and other investigative work in the case of renovation projects. The determination that any additional

services or testing need to be performed shall rest with the Owner or Designer.

8.1.7 Project Records and Reports (All Phases)

The Owner's Project Manager shall maintain a complete Project file including, but not necessarily limited to, a copy of the executed agreements of the Owner-Owner's Project Manager, Owner-Architect/Engineer and the Owner-Contractor or Owner- CM at Risk, including copies of performance and payment bonds, a master list of permits, certificates of insurance, licenses and approvals for the Project, correspondence, daily reports, payment records, shop drawings, submittals, project schedules, requests for information, change orders/amendments, change directives and meeting minutes. The Owner's Project Manager shall assist the Owner in responding to any public records request received by the Owner.

8.2 Feasibility Study/Schematic Design Phase

8.2.1 Designer Selection

The Owner's Project Manager shall coordinate the designer selection process for the Owner in accordance with the Authority's Designer Selection Guidelines. Services shall include:

8.2.1.1 The Owner's Project Manager shall assist the Owner in preparing the schedule for designer selection, advertisement, request for services, selection criteria and other materials required for the application package in accordance with Authority guidelines and submit to the Authority for review and approval prior to advertising.

8.2.1.2 The Owner's Project Manager shall record the names and addresses of all designers who request an application package, shall notify all interested designers of any changes to the request for services or application package and shall respond to project specific questions. The Owner's Project Manager shall complete reference checks on all applicants and provide the Owner with a report on the references.

8.2.1.3 The Owner's Project Manager shall review each submitted application to be sure it is complete and shall submit the application packages as well as the completed references to the Authority at least two weeks before the targeted Designer Selection Panel meeting.

8.2.1.4 The Owner's Project Manager shall present the project particulars and the results of the reference checks to the Authority's Designer Selection Panel.

8.2.1.5 The Owner's Project Manager shall assist the Owner in the negotiation of the design contract with the first-ranked firm.

8.2.2 Feasibility Study/Schematic Design

The Owner's Project Manager shall monitor the activities and responsibilities of the Designer during this phase and assist the Owner in the review of the proposed scope, schedule and budget, developed by the Designer, including the review of the Designer's preliminary drawings. The Owner's Project Manager shall:

a. Prepare independent construction cost estimates pursuant to Section

8.1.2.2 of this Contract for comparison with the Designer's cost estimates. (Two estimates during Task 8.2.2)

b. Work with the Owner and Designer to prepare the Project Schedule.

8.2.2.1 The Owner's Project Manager shall review the schematic design to recommend Value Engineering Changes (VEC) to the Owner. A Value Engineering Change shall include an analysis of the constructability, cost, quality and schedule impact. The Designer will be responsible for a thorough review and recommendation on the technical merit of any VEC.

8.2.2.2 The Owner's Project Manager shall lead design coordination meetings every two weeks, between the Designer and the Owner and, as required, the Authority, to provide for review and discussion of design/engineering related issues. The Owner's Project Manager shall provide technical assistance to the Owner. The Owner's Project Manager shall take and distribute minutes of these meetings to the Owner.

8.2.2.3 The Owner's Project Manager shall assist in the implementation of additional site evaluation and testing as required by the Designer, including, but not necessarily limited to, site surveys, wetlands evaluation, environmental evaluations, hazardous materials evaluation, subsurface testing (percolation tests, test pits, borings, etc.), destructive testing and other investigative work in the case of renovationprojects.

8.2.2.4 The Owner's Project Manager shall monitor the status of the Designer contract including monitoring the schedule of the Designer, provide review and comment of Designer's work product and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the Designer's contract with the Owner are not beingfulfilled.

8.2.2.5 The Owner's Project Manager shall meet with the Owner, Designer and other project participants as necessary.

8.2.2.6 The Owner's Project Manager shall assist the Owner with the completion of grant applications for funding for the study of green design strategies and assist by identifying green strategies, as appropriate, for study during this phase. The Owner's Project Manager shall assist the Owner and Designer, as needed, in the preparation of the certification required for Green Schools in accordance with the current edition of the MA-CHPS or LEED for Schools guidelines.

8.2.2.7 The Owner's Project Manager shall assist the Owner in determining the appropriate construction delivery methodology for the Proposed Project. In providing such assistance, the Owner's Project Manager, in conjunction with the Designer, shall advise the Owner on the relative advantages and disadvantages associated with each of the construction delivery methods provided in M.G.L. Chapters 149 and 149A. The services provided by the Owner's Project Manager in assisting and advising the Owner in its determination of the appropriate construction delivery methodology shall be included in Basic Services.

If the Owner elects to proceed with the CM at Risk construction delivery method when directed by the Owner, the Owner's Project Manager shall, in a

timely manner, assist and advise the Owner in properly preparing and submitting to the Office of the Inspector General, the application to proceed with the CM at Risk construction delivery method and in obtaining a notice to proceed, in accordance with the provisions of M.G.L. c. 149A, § 4, and the applicable regulations and procedures promulgated by the Inspector General. The Owner's Project Manager shall assist the Owner in correcting and resubmitting the application to proceed, as necessary, and in responding to any requests for additional information from the office of the Inspector General.. The services provided by the Owner's Project Manager in assisting and advising the Owner with the preparation and submission of the application to proceed with the CM at Risk construction delivery method shall be included in Basic Services.

If the Inspector General issues a notice to proceed with the CM at Risk delivery method, and if the Owner, at its option, authorizes the Owner's Project Manager to perform services for subsequent design phases and/or the Construction Phases and Completion Phase, the Parties will enter into a mutually agreed upon amendment to this Contract using the amended Contract language for CM at Risk delivery method prescribed by the Authority. In the event that the Inspector General does not issue a notice to proceed with the CM at Risk delivery method, the Owner, at its option, may elect to construct the project in accordance with the provisions of M.G.L. c. 149.

INTENTIONALLY LEFT BLANK FOR INSERTION OF ARTICLES 8.3 THROUGH 8.8 FOR EITHER DBB OR CM AT RISK CONSTRUCTION DELIVERY METHOD AT THE ELECTION OF THE OWNER AND BY AMENDMENT TO THE CONTRACT

ARTICLE 9: EXTRA SERVICES

9.1 General

9.1.1 Extra Services are those services requested by the Owner to be performed by the Owner's Project Manager but which are additional (or "extra") to the services performed as Basic Services. Such services are not included in the Fee for Basic Services and shall be invoiced and paid for separately. Extra services shall not be deemed authorized until a written Approval is received from the Owner.

9.1.2 The proposed cost, scope and schedule of all Extra Services shall be presented to and approved by the Owner in writing prior to the performance of any Extra Services.

9.1.3 Cost proposals for Extra Services shall be computed in accordance with the Hourly Rate Schedule established in Attachment A.

9.2 Unless specifically prohibited elsewhere and with the prior written Approval of the Owner, the Owner's Project Manager shall perform anyof the following services as Extra Services:

9.2.1 Preparing special studies, reports, or applications at the written direction of the Owner, other than those specifically required herein as part of Basic Services;

9.2.2 Assisting in the appeals process of permitting boards orcommissions;

9.2.3 Rebidding, resolicitation, or re-advertising for bids, proposals, or qualifications unless made necessary by the fault of the Owner's Project Manager, in which events such rebidding shall be deemed part of BasicServices;

9.2.4 Furnishing services in connection with a bid protest filed in court or with the Office of the Attorney General, provided such activities did not arise due to the fault of the Owner's Project Manager;

9.2.5 Furnishing services in excess of Basic Services made necessary by the termination of the General Contractor or CM at Risk;

9.2.6 Providing consultation with respect to replacement of work damaged by fire or other casualty during construction;

9.2.7 Assisting the Owner in litigation, claims resolution or non-binding mediation arising out of the Designer contract or the construction contract, provided such litigation or claims did not arise due to the fault of the Owner's Project Manager; and

9.2.8 Providing other services requested by the Owner that are not included as Basic Services pursuant to this Contract.

9.3 Invoices for Extra Services shall be accompanied by a complete breakdown listing the name, payroll title, date, number of hours by day, hourly rate and extended amount, per specified task of Extra Services performed. Hourly rates shall be in accordance with the Hourly Rate Schedule in Attachment A.

ARTICLE 10: REIMBURSABLE EXPENSES

10.1 For coordination and responsibility for the work described in the following paragraphs 10.1.1 and 10.1.2, the Owner's Project Manager shall be reimbursed its actual costs and those of its Subconsultants, supported by invoices or receipts, plus 10%. The following are reimbursable expenses:

10.1.1 Certain out of pocket expenses paid by the Owner's Project Manager such as filing fees, and permit fees that are normally paid by the Owner; travel to fabrication or manufacturing locations to identify completed, identified, and stored materials or equipment specifically for the Project; field office furnishings.

10.1.2 Any other specially authorized reimbursement deemed essential by the Owner, in the Owner's sole discretion, in writing.

10.2 Non-Reimbursable Items: The Owner shall not reimburse the Owner's Project Manager or its Subconsultants for travel expenses, sustenance, telephone, facsimiles, electronic mails, postage and delivery expenses, unless specifically required elsewhere in this Contract.

10.3 The Owner's Project Manager shall not be entitled to compensation under this Article for the services of Subconsultants hired to perform Basic Services under this Contract. If a Subconsultant hired to perform Basic Services performs Extra Services approved by the Owner, compensation for such Extra Services shall be made under Article 9.

ARTICLE 11: RELEASE AND DISCHARGE

11.1 The acceptance by the Owner's Project Manager of the last payment under the provisions of Article 7 or Article 12 in the event of termination of the Contract, shall in each instance, operate as and be a release to the Owner and the Authority and their employees and agents, from all claims of the Owner's Project Manager and its Subconsultants for payment for services performed and/or furnished, except for those written claims submitted by the Owner's Project Manager to the Owner and Authority with, or prior to, the last invoice.

ARTICLE 12: ASSIGNMENT, SUSPENSION, TERMINATION

12.1 Assignment:

12.1.1 The Owner's Project Manager shall not assign or transfer anypart of its services or obligations under this Contract (other than as specified in Article 5), without the prior written approval of the Owner and the Authority. Likewise, any successor to the Owner's Project Manager must first be approved by the Owner and the Authority before performing any services under this Contract. Such written consent shall not in any way relieve the Owner's Project Manager or its assignee from its responsibilities under this Contract.

12.2 Suspension

12.2.1 The Owner may, at any time, upon seven (7) days written notice to the Owner's Project Manager, suspend this Contract. If the Owner provides such written notice, the Owner's Project Manager shall be compensated for work satisfactorily performed in accordance with the Contract terms prior to the effective date of such suspension for which invoices have been properly submitted.

12.3 Termination

12.3.1 By written notice to the Owner's Project Manager, the Owner may, with prior written approval of the Authority, terminate this Contract at any time with or without cause. If such termination shall occur through no fault of the Owner's Project Manager, all compensation and reimbursement due to the Owner's Project Manager in accordance with the Contract terms, for work satisfactorily performed up to the date of termination, including proportionate payment for portions of the work started but incomplete at the time of termination, shall be paid to the Owner's Project Manager, provided no payment shall be made for work not yet performed or for anticipated profit on unperformed work. If such termination is for cause then

no further payment shall be due to the Owner's Project Manager beyond the date of termination.

12.3.2 By written notice to the Owner and the Authority, the Owner's Project Manager may terminate this Contract:

(a) if the Owner, within thirty (30) days following written notice from the Owner's Project Manager of any material default by the Owner under the Contract, shall have failed to cure such default; or

(b) if, after the Owner's Project Manager has performed all services required during any phase prior to construction, at least six (6) months have elapsed without receipt by the Owner's Project Manager of Approval to proceed with the next Phase of the Project, provided the delay was not the fault of the Owner's Project Manager. This provision shall not apply to an Owner's Project Manager who has received a notice of suspension pursuant to Article 12.2.

(c) Upon a proper termination by the Owner's Project Manager, the Owner's Project Manager shall be compensated as provided in 12.3.1 above regarding termination without cause.

ARTICLE 13: NOTICES

13.1 Any notice required to be given by the Owner or Authority to the Owner's Project Manager, or by the Owner's Project Manager to the Owner or Authority, shall be deemed to have been so given, whether or not received, if mailed by certified or registered mail to the Owner's Project Manager or the Owner at the addresses indicated on page one or to the Authority at 10 Post Office Square, Suite S400, Boston, Massachusetts 02109. Notices to the Authority shall be sent to the attention of the Director of Capital Planning.

ARTICLE 14: INDEMNIFICATION OF OWNER AND AUTHORITY

14.1 With respect to professional services rendered by Owner's Project Manager, to the fullest extent permitted by law, Owner's Project Manager shall defend, indemnify and hold harmless the Owner, and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner to the extent caused by the negligence of or the breach of any of the provisions of this Contract by the Owner's Project Manager, a person employed by the Owner's Project Manager, or any of its Subconsultants.

14.2 With respect to non-professional services rendered by Owner's Project Manager, to the fullest extent permitted by law, Owner's Project Manager shall defend, indemnify and hold harmless the Owner and the Authority, and their officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the

Owner and/or the Authority arising out of or resulting from the performance of its services provided that such claims, damages, liabilities, injuries, costs, fees, expenses, or losses are attributable to bodily injury or death or injury to or destruction of tangible property and to the extent caused by an act or omission of the Owner's Project Manager, a person employed by the Owner's Project Manager, or any of its Subconsultants.

14.3 The indemnification obligation in this Article shall be in addition to, and not a limitation of, any other rights and remedies available to the Owner under this Contract or at law.

ARTICLE 15: INSURANCE

15.1 The Owner's Project Manager shall obtain and maintain at its sole expense all insurance required by law and as may be required by the Authority and by the Owner under the terms of this Contract. The insurance required hereunder shall be provided at the sole expense of the Owner's Project Manager or its Subconsultant, as the case may be, and shall be in full force and effect for the full term of this Contract between the Owner and the Owner's Project Manager or for such longer period as otherwise required under this Contract.

15.2 All policies shall be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth of Massachusetts with a financial strength rating of "A" or better as assigned by A.M. Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the Owner and the Authority.

15.3 The Owner's Project Manager and its Subconsultants, shall submit to the Owner original certificates of insurance evidencing the coverage required hereunder, together with evidence that all premiums for such insurance have been fully paid simultaneously with the execution of this Contract. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles/self-insured retentions, and policy effective and expiration dates. The Owner's Project Manager shall submit updated certificates to the Owner and the Authority prior to the expiration of any of the policies referenced in the certificates so that the Owner and the Authority shall at all times possess certificates indicating current coverage. Original certificates shall be provided to the Authority by the Owner's Project Manager upon request by the Authority. Failure by the Owner's Project Manager to obtain and maintain the insurance required by this Section, to obtain all policy renewals, or to provide the respective insurance certificates as required shall constitute a material breach of the Contract and shall be just cause for termination of the services of the Owner's Project Manager under this Contract.

15.4 Termination, cancellation, or material modification of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to the Owner and the Authority at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

15.5 The Owner's Project Manager shall require by contractual obligation, and shall ensure by the exercise of due diligence, that any Subconsultant hired in connection with the services to be provided under this Contract shall obtain and maintain all insurance required by law and as may be required by the Owner under the terms of this Contract.

15.6 The Owner's Project Manager or its Subconsultant, as the case may be, is responsible for the payment of any and all deductibles under all of the insurance required by this Contract. Neither the Owner nor the Authority shall be responsible for the payment of deductibles, self-insured retentions or any portion thereof.

15.7 Workers' Compensation, Commercial General Liability, Automobile Liability, and Valuable Papers

The Owner's Project Manager shall purchase and maintain at its own expense during the life of this Contract, or such other time period as provided herein, the following types and amounts of insurance, at a minimum:

15.7.1 Workers' Compensation Insurance in accordance with General Laws Chapter 152. The policy shall be endorsed to waive the insurer's rights of subrogation against the Owner and the Authority.

15.7.2 Commercial General Liability Insurance (including Premises/Operations; Products/ Completed Operations; Contractual; Independent Contractors; Broad Form Property Damage; and Personal Injury) with a minimum limit of $1,000,000 per occurrence, $2,000,000 aggregate. The Owner's Project Manager shall maintain such insurance in full force and effect for a minimum period of one year after final payment and shall continue to provide evidence of such coverage to the Owner and the Authority. The Owner and the Authority shall be added as an additional insured on this policy. The policy shall be endorsed to waive the insurer's rights of subrogation against the Owner and the Authority.

15.7.3 Comprehensive Automobile Liability Insurance (including owned, non-owned and hired vehicles) at limits of not less than:

a. $1,000,000 Each Person for Bodily Injury;
b. $1,000,000 Each Accident for Bodily Injury; and
c. $1,000,000 Each Accident for Property Damage.

15.7.4 Valuable Papers insurance in an amount sufficient to assure the restoration of any plans, drawings, computations, field notes, or other similar data relating to the work covered by this Contract or by the Agreement between the Owner and the Designer in the event of loss or destruction while in the custody of the Owner's Project Manager until the final fee payment is made or all data is turned over to the Owner, and this coverage shall include coverage for relevant electronic media, including, but not limited to, documents stored in computer-aided design drafting (CADD) systems.

15.8 Professional Liability

The Owner's Project Manager shall maintain professional liability insurance covering errors and omissions and negligent acts of the Owner's Project Manager and of any person or entity for whose performance the Owner's Project Manager is legally liable at all times while services are being performed under this Contract. Certificates of professional liability insurance evidencing such coverage shall be provided to the Owner on or before the effective date of this Contract and for a period of at least six years after

the earlier of: (1) the date of official acceptance of the completed Project by the Owner; (2) the date of the opening of the Project to public use; (3) the date of the acceptance by the general contractor of a final pay estimate prepared by the Owner pursuant to M.G.L. chapter 30; or (4) the date of substantial completion of the Construction Contract and the taking of possession of the Project for occupancy by the Owner. The certificates shall indicate a retroactive date that is no later than the effective date of this Contract and a limit of not less than $1,000,000.

In the event that the Owner terminates this Contract at or before the completion of the Feasibility Study/Schematic Design Phase "without cause" as provided in Article 12.3.1; or the Contract term ends pursuant to its own provisions at the completion of the Feasibility Study/Schematic Design Phase and the Contract is not amended to authorize the Owner's Project Manager to perform services for subsequent design phases, Construction Phases and/or Completion Phase; or the Owner otherwise elects not to proceed with the Project beyond the Feasibility Study/Schematic Design Phase, either because the Owner lacks sufficient funding for the Project or because the Authority's Board of Directors does not approve the Project to proceed beyond the Feasibility Study/Schematic Design Phase, the Owner may, subject to the written approval of the Authority, amend this Article 15.8.

15.9 Liability of the Owner's Project Manager

Insufficient insurance shall not release the Owner's Project Manager from any liability for breach of its obligations under this Contract. Without limitation, the Owner's Project Manager shall bear the risk of any loss if its valuable papers insurance coverage is insufficient to cover the loss of any work product covered by this Contract.

15.10 Waiver of Subrogation

To the extent damages are covered by property insurance, the Owner and the Owner's Project Manager waive all rights against each other and against the General Contractor or CM at Risk, Subcontractors, Trade Contractors, Non-Trade Contractors, consultants, agents, and employees of the other for damages caused by fire or other causes of loss, except such rights as they may have to the proceeds of such insurance as set forth in the Owner-Contractor Agreement or the Owner-CM at Risk Agreement. The Owner shall require of the General Contractor or CM at Risk, Subcontractors, Trade Contractors, Non-Trade Contractors Owner's Project Manager, consultants, Subconsultants, and agents and employees, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

ARTICLE 16: OWNERSHIP OF DOCUMENTS

16.1 Unless provided otherwise by law, ownership and possession of all information, data, reports, studies, designs, drawings, specifications, materials, documents, models, and any other documentation, product or tangible materials authored or prepared, in whole or in

part, or purchased, obtained, created by the Owner's Project Manager pursuant to this Contract (collectively, the "Materials"), other than the Owner's Project Manager's administrative communications, records, and files relating to this Contract, shall be the sole property of, and shall vest in, the Owner as "works made for hire" or otherwise. The Owner will own the exclusive rights, worldwide and royalty-free, to and in all Materials prepared and produced by the Owner's Project Manager pursuant to this Contract, including, but not limited to, United States and International patents, copyrights, trade secrets, know-how and any other intellectual property rights, and the Owner shall have the exclusive, unlimited and unrestricted right, worldwide and royalty-free, to publish, reproduce, distribute, transmit and publicly display all Materials prepared by the Owner's Project Manager. At the completion or termination of the Owner's Project Manager's services, all original Materials shall be promptly turned over to the Owner.

ARTICLE 17: REGULATORY AND STATUTORY REQUIREMENTS

17.1 Truth-in-Negotiations Certificate: If the Owner's Project Manager's fee is negotiated, by signing this Contract, the Owner's Project Manager hereby certifies to the following:

17.1.1 Wage rates and other costs used to support the Owner's Project Manager's compensation are accurate, complete, and current at the time ofcontracting; and

17.1.2 The Contract price and any additions to the Contract may be adjusted within one year of completion of the Contract to exclude any significant amounts if the Owner determines that the fee was increased by such amounts due to inaccurate, incomplete or non-current wage rates or other costs.

17.2 The person signing this Contract certifies, as a principal or director of the Owner's Project Manager, that the Owner's Project Manager has not given, offered or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Contract; no consultant to or Subconsultant for the Owner's Project Manager has given, offered or agreed to give any gift, contribution or offer of employment to the Owner's Project Manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Owner's Project Manager or Subconsultant of a contract by the Owner's Project Manager; and no person, corporation or other entity, other than a bona fide full-time employee of the Owner's Project Manager, has been retained or hired by the Owner's Project Manager to solicit for or in any way assist the Owner's Project Manager in obtaining this Contract upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Contract .

17.3 Revenue Enforcement and Protection Program (REAP): Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, the undersigned certifies under the penalties of perjury that to the best of his/her knowledge and belief that the Owner's Project Manager and the principals thereof are in compliance with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting childsupport.

17.4 Interest of Owner's Project Manager: The Owner's Project Manager hereby certifies that it is in compliance with the provisions of General Laws Chapter 268A whenever

applicable. The Owner's Project Manager covenants that 1) he/she presently has no financial interest and shall not acquire any such interest direct or indirect, which would conflict in any manner or degree with the services required to be performed under this Contract or which would violate M.G.L. Chapter 268A, as amended from time-to-time; 2) in the performance of this Contract, no person having any such interest shall be employed by the Owner's Project Manager; and 3) no partner or employee of the firm is related by blood or marriage to any officer, official, or employee of the Owner, unless approved by the State Ethics Commission.

17.5 Equal Opportunity: The Owner's Project Manager shall not discriminate in employment against any person on the basis of race, color, religion, national origin, sex, sexual orientation, age, ancestry, disability, marital status, veteran status, membership in the armed forces, presence of children, or political beliefs. The Owner's Project Manager shall comply with all provisions of Title VI of the Civil Rights Act of 1964 and M.G.L c.151B.

17.6 Certification of Non-Collusion: The Owner's Project Manager certifies under penalties of perjury that its proposal has been made in and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

17.7 Governing Law: This Contract shall be governed by the laws of the Commonwealth of Massachusetts.

17.8 Dispute Resolution: If a dispute arises between the parties related to this Contract, the parties agree to use the following procedures to resolve the dispute: (a) Negotiation. A meeting shall be held between representatives of the parties with decision-making authority regarding the dispute to attempt in good faith to negotiate a resolution of the dispute; such meeting shall be held within fourteen calendar days of a party's written request for such a meeting; (b) Mediation. If the parties fail to negotiate a resolution of the dispute, they shall submit the dispute to mediation as a condition precedent to litigation and shall bear equally the costs of the mediation. The parties shall jointly appoint a mutually acceptable mediator; they shall seek assistance from an independent third party in such appointment if they have been unable to agree upon such appointment within 30 days of the meeting just noted in (a) above; (c) Litigation. If the parties fail to resolve the dispute through mediation, or are unable to convene mediation within 90 days of first attempting to do so, then either party may file suit in accordance with Article 17.9; and (d) This paragraph of dispute resolution provisions shall survive termination of this Contract.

17.9 Venue: Any suit by either party arising under this Contract shall be brought only in the a court of competent jurisdiction in the county where the Project is located. The parties hereto waive any argument that this venue is improper or that the forum is inconvenient.

ATTACHMENT A

PAYMENT SCHEDULE

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

Hourly Rate Schedule

Title	**Rate/Hr.**

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

Project Phase/Item of Work	**Not-to-Exceed Fee**	**Completion Date**
Feasibility Study/Schematic Design Phase		
Design Development/Construction Document/Bidding Phase		
Construction Phase/Final Completion		
Extra Services (Identify by Category)		
Reimbursable Services (Identify by Category)		
Independent Cost Estimates		
Task 8.2.2 – Up to two estimates	$X/per estimate	N/A
Task 8.4.2 – One Estimate	$X/per estimate	N/A

THE SCOPE OF SERVICES ADDED BY THIS AMENDMENT IS FOR A CM AT RISK PROJECT ONLY. THE SCOPE OF SERVICES SPECIFIED BELOW INCLUDES ARTICLES 8.1, 8.3, 8.4, 8.5, 8.6, 8.7 AND 8.8. THE SERVICES SPECIFIED IN ARTICLE 8.1 HEREIN ARE INTENDED TO SUPPLEMENT (OR BE ADDITIVE) AND NOT SUPERCEDE ARTICLE 8.1 IN THE ORIGINAL STANDARD CONTRACT BETWEEN THE PARTIES.

ARTICLE 8: BASIC SERVICES

In addition to those Basic Services included in the original Contract between the Parties, the Owner's Project Manager shall perform the following Basic Services during the Design Development/Construction Documents/Bidding/Construction/Completion Phases:

8.1 Project Management

8.1.1 A draft of the communication plan shall be submitted to the Owner for approval within 30 days of the Approval to proceed to Design Development/Construction Documents/Bidding Phase and be further updated (a) as needed to include the award of a construction contract and (b) no later than 30 days after Approval to proceed to the Construction Phase. The Owner's Project Manager shall include the Designer in its distribution of the Project Budget, Schedule, Monthly Progress Report and other reports as appropriate and as outlined in the Communications Plan.

8.1.1.2 The Owner's Project Manager shall assist the Owner in the preparation of all information, material, documentation, and reports that may be required or requested by the Authority, including without limitation, documentation related to incentive reimbursement percentage points that may be awarded to the Owner by the Authority, requests for reimbursement, and audit materials. The Owner's Project Manager shall assist the Owner in the preparation of all material and documents, including bid solicitations and construction contracts, necessary for the Owner to ensure compliance with the federal Davis Bacon and Massachusetts labor standards.

8.1.1.3 The Owner's Project Manager shall prepare agendas for and attend school building committee meetings, attend meetings with other representatives of the Owner, municipal administration and the school department, and attend neighborhood meetings relating to the Project. The Owner's Project Manager shall take minutes of all of the above-referenced meetings and promptly distribute minutes of these meetings to the Owner. The Owner's Project Manager shall be responsible for taking minutes of all of the above-referenced meetings and distributing them to the Owner until such time as the Owner has given the CM at Risk a Notice to Proceed pursuant to an Owner-CM at Risk contract in which case, the CM at Risk shall be responsible for taking minutes. On behalf of the Owner, the Owner's Project Manager shall review the minutes prepared by the CM at Risk for accuracy and completeness and shall advise the Owner accordingly.

8.1.1.4 The Owner's Project Manager shall review all applications for payments, requisitions and invoices relating to the Project as submitted by the Designer, CM at Risk, equipment vendors and all other prime contractors and suppliers and make recommendations to the Owner relative to amounts due.

8.1.2 Project Control

During the Design Development/Construction Documents/Bidding Phase, the Owner's Project Manager shall monitor and report to the Owner and the Authority any changes to the Project Budget and Schedule established in the Owner-Authority Project Scope and Budget Agreement or the Project Funding Agreement.

8.1.2.1 Project Budget

The Owner's Project Manager will use the baseline Project Budget as the Project control against which all Designer estimates, contractor bids, Guaranteed Maximum Price (if applicable), and other cost information will be measured. The Owner's Project Manager shall maintain and update the baseline Project Budget throughout the term of this Contract. The Owner's Project Manager shall report any variances to the baseline Project Budget as part of the Monthly Progress Report.

The Owner's Project Manager shall prepare revisions to the baseline Project Budget, as needed, and submit them to the Owner for approval.

8.1.2.2 Cost Estimating

The Owner's Project Manager shall prepare detailed independent cost estimates as specified in each Design phase (design development and construction documents), until such time as the CM at Risk has been given a Notice to Proceed. The Owner's Project Manager shall record and track the cost estimates at each Design phase and submit this information with each design submittal due to the Authority using the Authority's Cost Estimate Comparison Spreadsheet. If the Owner requires the Owner's Project Manager to prepare an independent cost estimate, the Owner's Project Manager shall compare its cost estimate to that prepared by the Designer to identify and notify the Owner of any variances.

In the event that the cost as estimated by the Designer exceeds the construction cost in the Project Budget at any of the Design phases, the Owner's Project Manager shall consult with the Designer and the CM at Risk and recommend to the Owner appropriate revisions to the scope of work.

The Owner's Project Manager shall provide cost estimating services, as may be required, to develop cash flows.

The Owner's Project Manager shall review all construction cost estimates (design development and construction documents) provided by the Designer and/or the CM at Risk; provide advice, consultation, guidance and assistance to the Owner concerning said construction cost estimates; and work with the Designer and the CM at Risk as necessary to reconcile any variances in the construction cost estimates provided by each of them.

8.1.2.3 Project Schedule

The Owner's Project Manager shall submit this detailed baseline Project Schedule to the Owner and the Authority within 30 days of Approval to proceed to the Design Development/Construction Documents/Bidding Phase. The Owner's Project Manager shall maintain and update the Project Schedule throughout the term of this Contract. The Owner's Project Manager shall assess the actual progress of the Project relative to the baseline Project Schedule and report any variances from the baseline Project Schedule as part of the Monthly Progress Report.

In the event that actual progress of the Project varies from the baseline Project Schedule, the Owner's Project Manager shall consult with the Designer and the CM at Risk and make appropriate recommendations to the Owner relative to actions that should be taken by the Designer or the CM at Risk to achieve the baseline Project Schedule and/or recommend revisions to the Project Schedule. The Owner's Project Manager shall not be responsible for delays caused by the Designer, CM at Risk, or Subcontractors, or the employees, agents or subconsultants of the Designer, CM at Risk, or Subcontractors.

The Owner's Project Manager shall prepare revisions to the Project Schedule, as needed, and submit them to the Owner for approval.

8.1.2.4 Construction Schedule

The CM at Risk shall be responsible for preparing and updating its construction schedule on a monthly basis. The Owner's Project Manager shall meet once each month with the CM at Risk, and Designer to review and update its schedule, develop the monthly progress information to support the CM at Risk's payment estimate, and monitor the CM at Risk's performance for compliance with its contract.

The Owner's Project Manager shall notify the Owner of and include in its Monthly Progress Report any significant changes or delays to the construction schedule. The Owner's Project Manager shall make appropriate recommendations to the Owner relative to the actions that should be taken by the CM at Risk and/or advise the Owner when liquidated damages, if included in the CM at Risk contract, are anticipated to be incurred.

8.1.3 Monthly Progress Report

The Owner's Project Manager shall submit to the Owner and the Authority no later than the twelfth day of each calendar month a written Monthly Progress Report summarizing activity during the preceding calendar month. The Monthly Progress Report shall be submitted in a format acceptable to the Authority and shall describe work performed by all project participants (OPM, Designer, CM at Risk) during the reporting period and work planned for the next reporting period. The report shall also address matters of schedule adherence (Project Schedule as well as individual completion percentages for design and construction), costs to date (updated Project Budget and actual expenses incurred), change orders and potential change orders, cash flow projections, CM at Risk's safety performance, Designer's QA/QC, CM at Risk's environmental compliance, community issues, Designer and

CM at Risk's MBE/WBE activities, any issues that could result in additional time and/or additional costs and any anticipated problems/concerns together with recommended solutions.

8.1.4 Change Order and Claims Administration

The Owner's Project Manager shall review and coordinate its review with the Designer and make specific document and processing recommendations to the Owner, consistent with the General Laws and the construction contract documents, which minimize change order and claims processing costs and time. Services provided by the Owner's Project Manager shall include:

8.1.4.1 Change Order Administration

8.1.4.1.1 Review all CM at Risk proposals for change orders and supporting schedules for time extension requests. For change orders in excess of $100,000, prepare independent cost estimate analysis with associated schedule impact.

8.1.4.1.2 Initiate, conduct, and document negotiations through a memorandum of negotiations with the CM at Risk.

8.1.4.1.3 For all change order requests by the CM at Risk, make recommendations to the Owner for their modification, acceptance or rejection and provide an analysis and recommendation regarding the cost.

8.1.4.1.4 Prepare and finalize any documentation required for processing change orders including a summary of the Owner's Project Manager's review of the reasonableness of the costs and documentation to support or reject the change.

8.1.4.1.5 Maintain a status report system for logging and tracking change orders, claims, and disputes to resolution. At a minimum, monthly reports shall include contract number, description of change order or claim, reason for change, date initiated, magnitude of estimated cost, actions required (identification of action parties and response dates) and status. This report shall be included in the Monthly Progress Report.

8.1.4.2 Claims and Disputes Management

8.1.4.2.1 Implement a claims management procedure consistent with the construction contract documents.

8.1.4.2.2 Analyze CM at Risk claims and propose recommendations to the Owner in support of the Owner's obligations under the claims article of the construction contract documents. Prepare responsive positions in coordination with the Owner, and obtain appropriate input from the Designer and/or CM at Risk.

8.1.4.2.3 In the event that a dispute arises between the CM at Risk, and/or any Subcontractors, and/or the Designer, including, but not necessarily limited to, disputes regarding the performance, quality, acceptability, fitness and rate of progress of the Project or the requirements of the Designer's contract or the

CM at Risk's construction contract(s), the Owner's Project Manager shall report any such claims, disputes or other matters in question relating to the performance by the CM at Risk, Subcontractor, Designer or vendor to the Owner and the Authority in writing as soon as reasonably possible.

8.1.4.2.4 The Owner's Project Manager shall take all reasonable efforts designed to resolve any such claims, disputes, or other matters in question.

8.2 INTENTIONALLY LEFT BLANK

Design Development/Construction Documents/Bidding Phase

8.3 **CM at Risk Prequalification and Selection,**

8.3.1 General

When directed by the Owner, the Owner's Project Manager shall assist and advise the Owner in the selection of a Construction Manager at Risk ("CM at Risk") in accordance with the provisions of M.G.L. c. 149A §§5 and 6, the applicable regulations and procedures promulgated by the Inspector General, and all other applicable law.

The Owner's Project Manager shall serve as a member of the Owner's CM at Risk Prequalification Committee and CM at Risk Selection Committee, as required by M.G.L. c. 149A §§5 and 6, and shall provide advice and assistance to the Owner and to said committees in relation to the CM at Risk selection process in accordance with the provisions of M.G.L. c. 149 §§ 5 & 6, the applicable regulations and procedures promulgated by the Inspector General, and all other applicable law.

8.3.2 CM at Risk Prequalification, Public Notice, Solicitation and Advertisement

8.3.2.1 The Owner's Project Manager shall assist and advise the Owner in the proper administration and coordination of the CM at Risk prequalification process, including but not limited to the preparation of the request for qualifications ("RFQ") and the preparation of the public notice, solicitation, and advertisement for responses to the RFQ in accordance with the provisions of M.G.L. c. 149A, § 5, and the applicable regulations and procedures promulgated by the Inspector General.

8.3.2.2 The Owner's Project Manager shall assist and advise the Owner in preparing evaluation procedures and criteria for selecting the CM at Risk in accordance with the provisions of M.G.L. c. 149, §5.

8.3.2.3 The Owner's Project Manager shall assist and advise the Owner in preparing a specific description of the scope of services expected of the selected CM at Risk during the design, pre-construction, and construction phases of the project.

8.3.2.4 The Owner's Project Manager shall assist and advise the Owner in the preparation of the public notice, solicitation, and advertisement for the RFQ.

8.3.2.5 The Owner's Project Manager shall distribute the Request for Qualifications to responding CM at Risk firms.

8.3.2.6 The Owner's Project Manager shall assist and advise the Owner in reviewing all CM at Risk responses to the Request for Qualifications and make recommendations to the Owner regarding the selection of CM at Risk firms prequalified to submit a Statement of Qualifications for review by the Prequalification Committee.

8.3.3 Evaluation of CM at Risk Statements of Qualifications

8.3.3.1 As a member of the Owner's CM at Risk prequalification committee and on behalf of the Owner, the Owner's Project Manager shall review and evaluate in conjunction with the Prequalification Committee the Statements of Qualifications received from CM at Risk firms on the basis of the evaluation criteria established in the Request for Qualifications.

8.3.3.2 The Owner's Project Manager shall advise and assist, and make appropriate recommendations to, the Owner and the Prequalification Committee regarding the selection of qualified CM at Risk firms to receive a Request for Proposals ("RFP") from the Owner in accordance with the provisions of M.G.L. c. 149A, § 5(f) and the applicable regulations and procedures promulgated by the Inspector General.

8.3.3.3 Pursuant to G. L. c. 149A, §5(f), in the event that the Prequalification Committee is unable to identify a minimum of three (3) qualified CM at Risk firms, at the Owner's direction, the Owner's Project Manager shall assist and advise the Owner in re-advertising the Request for Qualifications or, in the alternative, at the direction of the Owner, assist and advise the Owner in procuring the project pursuant to M.G.L. c. 149, §§ 44A - 44J.

8.3.4 CM at Risk Request for Proposals ("RFP"), Issuance, Evaluation, Ranking

8.3.4.1 The Owner's Project Manager shall assist and advise the Owner in the proper administration and coordination of the request for proposals ("RFP") process, including, but not limited to, the preparation and issuance of the RFP; the evaluation of the technical and cost proposals; the selection and ranking of CM at Risk firms; review and analysis of cost proposals; non-fee negotiations; and record-keeping, in accordance with the provisions of M.G.L. c. 149, § 6 and the applicable regulations and procedures promulgated by the Inspector General.

8.3.4.2 As a member of the Owner's CM at Risk selection committee, the Owner's Project Manager shall review and evaluate the RFP's received from prequalified CM at Risk firms on the basis of the evaluation criteria included in the RFP.

8.3.4.3 The Owner's Project Manager shall coordinate the evaluation of the RFP's received on behalf of the Prequalification Committee and make recommendations regarding the evaluation and ranking of RFP's and the conduct of interviews, if any, in accordance with the provisions of M.G.L. c. 149A, § 6(d), and the applicable regulations and procedures promulgated by the Inspector General.

8.3.4.4 If the proposal of the best qualified CM at Risk firm exceeds the budget established in the Project Scope and Budget Agreement or the Project Funding Agreement, as the case may be, the Owner's Project Manager shall consult with the Owner and Designer and make recommendations to the Owner in regard to maintaining the Project Budget which may include, consistent with Massachusetts public construction laws, reviewing and recommending the acceptance of alternatives, re-advertising for a CM at Risk, or seeking additional funding from the City/Town/Regional District.

8.3.5 Negotiations, Contract Award, Guaranteed Maximum Price

8.3.5.1 The Owner's Project Manager shall provide advice, consultation, guidance and assistance to the Owner and the CM at Risk Selection Committee in non-fee negotiations with the prequalified CM at Risk firms until the Selection Committee has reached an acceptable contract with one of said firms in accordance with M.G.L. c. 149A § 6(2)(e).

8.3.5.2 The Owner's Project Manager shall provide advice, consultation, guidance and assistance to the Owner in the preparation and execution of the Owner-CM at Risk contract.

8.3.5.3 The Owner's Project Manager shall obtain from the CM at Risk and maintain on file any required performance and payment bonds, including, but not limited to, those in the amount of the Guaranteed Maximum Price ("GMP") in accordance with M.G.L. c. 149A, §§ 5(a) & 7(b)(4) and those in the full amount of trade contracts in accordance with M.G.L. c. 149A, § 8; any required insurance certificates; and any other documents and certificates required by law or by the provisions of the Owner-CM at Risk contract.

8.3.5.4 The Owner's Project Manager shall provide advice, consultation, guidance and assistance to the Owner in negotiating amendments to the to the CM at Risk contract to incorporate the scope and cost of early delivery work in accordance with the provisions of M.G.L. 149A, §§5-8, and the applicable regulations and procedures promulgated by the Inspector General.

8.3.5.5 The Owner's Project Manager shall provide advice, consultation, guidance and assistance to the Owner in the negotiation of the GMP in accordance with M.G.L. c. 149A, §7, and the applicable regulations and procedures promulgated by the Inspector General. The OPM shall verify that the GMP is consistent with the requirements of the CM at Risk contract and that the CM at Risk has implemented an adequate cost control system to provide verification that all costs incurred within the GMP are true and actual in accordance with the CM at Risk contract.

8.3.5.6 The Owner's Project Manager shall provide the CM at Risk, Designer, Owner and the Authority with required copies of executed construction contract documents.

8.3.5.7 Once the CM at Risk has been given a Notice to Proceed and begins preparing meeting minutes on behalf of the Owner in accordance with Article 8.1.1.3, the Owner's Project Manager shall review the minutes prepared by the CM at Risk for accuracy and completeness and shall advise the Owner accordingly.

8.3.5.8 Pursuant to M.G.L. c. 149A, § 7(b)(4), in the event the Owner is unable to negotiate an acceptable GMP with a CM at Risk, at the direction of the Owner, the Owner's Project Manager shall provide advice, consultation, guidance and assistance to the Owner in negotiating with the next highest ranked proposer and, if directed by the Owner, in procuring the Project in accordance with Chapter 149, §§ 44A-44J.

8.3.5.9 The Owner's Project Manager shall assist and advise the Owner and the Designer in preparing and sending the Notice to Proceed to the Construction Manager at Risk

8.4 Design Development

8.4.1 General

During the Design Development Phase, the Owner's Project Manager shall be responsible for maintaining and updating the Project Budget and Schedule, oversight of both the Designer and CM at Risk, the review of all Designer submittals, coordination with the Authority's Commissioning Consultant, and, if the Owner has not yet contracted with a CM at Risk, the development of a construction cost estimate for comparison with the Designer's cost estimates. If the Owner has given the CM at Risk a Notice to Proceed pursuant to the Owner-CM at Risk contract, the Owner's Project Manager shall review any construction cost estimates provided by the Designer and/or the CM at Risk and provide such advice, consultation, guidance and assistance to the Owner concerning said construction cost estimates as is reasonable and necessary.

The Owner's Project Manager shall consult with the CM at Risk on the design of the Project and work together and in harmony with the CM at Risk and Designer in a manner consistent with the Owner's best interests to develop a design that conforms to provisions of the Project Scope and Budget Agreement and the Project Funding Agreement.

The Designer shall remain responsible for the design requirements and design criteria for the Project. Unless otherwise directed by the Owner, nothing in this section shall be construed as an assumption of duties or responsibilities of the Designer or CM at Risk by the Owner's Project Manager.

8.4.2 The Owner's Project Manager shall continue to oversee the activities and responsibilities of the Designer in the further development of the scope, schedule and budget including a general review of the Designer's detailed scaled plans, elevations and sections of all aspects of the design. The Owner's Project Manager shall:

a. Review and reconcile the construction cost estimates of the Designer and the CM at Risk. In the event that the Owner has not executed a contract with a CM at Risk by the end of the Design Development Phase, the Owner's Project Manager shall prepare an independent construction cost estimate for comparison with the Designer's cost estimate.

b. Work with the Owner, Designer and CM at Risk to update the Project Budget and Schedule.

8.4.3 The Owner's Project Manager shall monitor and coordinate the schedule, technical accuracy, efficiency, coordination, and constructability of the Project and cost-effectiveness of all designs, drawings, reports, estimates and other work furnished by the Designer, and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the Designer's contract with the Owner are not being fulfilled.

8.4.4 The Owner's Project Manager shall promptly review all Designer submissions and shall meet with the Designer and CM at Risk as necessary to discuss and resolve all issues with the Designer's submissions. The Owner's Project Manager shall review any recommendations made by the CM at Risk with respect to the drawings, specifications and other design documents produced by the Designer and shall meet with the Designer and the CM at Risk as necessary to discuss and resolve all issues raised by the CM at Risk's recommendations. Upon completion of its review, the Owner's Project Manager shall recommend that the Owner: 1) approve the submission as made; 2) approve that part of the submission that is acceptable and reject the remainder; 3) reject the submission; or 4) require the Designer to submit additional information or details in support of its submission.

8.4.5 The Owner's Project Manager shall coordinate the timely review of the design between the Designer, CM at Risk, and the Commissioning Consultant. The Owner's Project Manager shall be responsible for providing the necessary documents to the Commissioning Consultant for its review, distributing review comments made to the Designer, Owner, CM at Risk, and the Authority and coordinate the timely resolution and incorporation of the Commissioning Consultant's recommendations. The Owner's Project Manager shall not be responsible for the Commissioning Consultant's performance, but if the Owner's Project Manager becomes aware of any performance or lack of performance issues with the Commissioning Consultant, the Owner's Project Manager shall immediately notify the Owner and the Authority of such issues.

8.4.6 The Owner's Project Manager shall oversee the activities and responsibilities of the CM at Risk during design development in regard to constructability review, schedule development, cost estimates and other responsibilities set forth in the Owner-CM at Risk Contract and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the CM at Risk's contract with the Owner are not being fulfilled.

8.4.7 Early Delivery of Construction Bid Documents

During the Design Development Phase the Owner may request the Designer to prepare early bid packages of final Construction Documents for the site work,

demolition, structural steel, excavation, and foundation work, and other elements of the work.

The Owner's Project Manager shall work with the Designer and CM at Risk to develop a schedule for the delivery of early bid packages of final Construction Documents for the site work, demolition, structural steel, excavation, and foundation work, and other elements of the work as directed. The Owner's Project Manager shall provide the resources necessary to support the timely and accurate completion of early bid packages.

The Owner's Project Manager shall assist the Owner in negotiating amendments to the Owner-CM at Risk Contract to incorporate the scope and cost of the early delivery work in accordance with M.G.L. c. 149A, §7.

8.5 Construction Documents

8.5.1 The Owner's Project Manager shall continue to oversee the activities and responsibilities of the Designer and CM at Risk during the preparation of complete construction specifications and drawings in order to maintain consistency with the Project Scope and Budget Agreement and the Project Funding Agreement.

The Owner's Project Manager shall continue to monitor the schedule of the Designer and CM at Risk.

8.5.2 The Owner's Project Manager shall meet with the Designer and CM at Risk as necessary to discuss and resolve all issues with the construction documents. The Owner's Project Manager shall monitor and review the performance of the CM at Risk in its review of the construction documents for, among other things, conciseness, clarity consistency, constructability, maintainability/operability, coordination among the trades, coordination between the specifications and drawings, bid-ability, compliance with M.G.L. c.149A for procurement, installation and construction, and sequence of construction and for quality, cost, and schedule improvements. The Owner's Project Manager shall review any recommendations made by the CM at Risk with respect to the construction documents produced by the Designer and shall meet with the Designer and the CM at Risk as necessary to discuss and resolve all issues raised by the CM at Risk's recommendations. The Owner's Project Manager shall:

a. Review and reconcile the construction cost estimates of the Designer and the CM at Risk

b. Provide advice, consultation and guidance to the Owner relative to value engineering recommendations and other recommendations made by the CM at Risk relative to the construction documents.

c. Work with the Owner, Designer, and CM at Risk to update the construction budget and schedule.

8.5.3 The Owner's Project Manager shall provide advice, consultation and guidance to the Owner and the Designer relative to the Trade Contractor and Non-Trade Contractor prequalification and selection process pursuant to M.G.L. c. 149A § 8, including participation as a member of the Owner's Prequalification Committee if directed by the Owner.

8.5.4 The Owner's Project Manager shall review the information provided by the CM at Risk on Trade and Non-Trade Contractor scope of work pursuant to M.G.L. c. 149A § 8, paying particular attention to the contract drawings and specifications prepared for Trade Contractors. The Owner's Project Manager shall fully understand the delineation of work as determined by the CM at Risk and the Designer between Trade and Non-Trade Contractors for the purpose of verifying the actual costs of such scopes of work.

8.5.6 The Owner's Project Manager's review of the construction documents shall also include, but not be limited to, any concerns of the Owner's Project Manager and/or the Owner relative to access, usable area, parking, utilities, anticipated noise sources during construction and identification of field offices, facilities, supplies and equipment.

8.5.7 The Owner's Project Manager shall coordinate the timely review of the construction documents by the Commissioning Consultant to determine that plans and specifications include the recommendations made during design development in regard to materials selection, installation and testing criteria in regard to commissioning and start-up and provide adequate information and allow sufficient time for functional and system testing.

8.5.8 The Owner's Project Manager shall monitor the schedule of the Designer, provide review and comment of the Designer's work product and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the Designer's contract with the Owner are not being fulfilled.

8.5.9 The Owner's Project Manager shall monitor the schedule of the CM at Risk, provide review and comment of CM at Risk's work product and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the CM at Risk's contract with the Owner are not being fulfilled.

8.6 Bidding Phase

8.6.1 General

The Owner's Project Manager shall provide advice, consultation, guidance and assistance to the Owner in the proper administration and coordination of the Trade Contractor prequalification and selection process and the Non-Trade Contractor selection process in accordance with the provisions of 149A, § 8, the applicable regulations and procedures promulgated by the Inspector General, and all other applicable law, including participation as a member of the Owner's Trade Contractor prequalification committee if directed by the Owner.

The Owner's Project Manager shall monitor the activities and responsibilities of the Designer and the CM at Risk in the Trade Contractor prequalification and selection process and the Non-Trade Contractor selection process.

8.6.2 CM at Risk Trade Contractor Selection Process

8.6.2.1 Trade Contractor Prequalification

8.6.2.1.1 The Owner's Project Manager shall assist and advise the Owner in the development of a prequalification and selection process for both Trade Contractors and Non-Trade Contractors that have been identified by the Owner in accordance with Chapter 149A, Section 8.

8.6.2.1.2 The Owner's Project Manager shall review the information provided by the CM at Risk describing the work to be required of each Trade Contractor and shall assist and advise the Owner and Designer in the preparation of the Request for Qualifications for Trade Contractors to be used to solicit responses from eligible Trade Contractors and to prequalify Trade Contractors for participation in the Project.

The Owner's Project Manager shall assist and advise the Owner and the Designer in the public notice, solicitation, and advertisement of the Request for Qualifications for Trade Contractors.

8.6.2.1.3 The Owner's Project Manager shall assist and advise the Trade Contractor Prequalification Committee and the Owner in reviewing and scoring all Trade Contractor responses to the Request for Qualifications and make recommendations to the Trade Contractor Prequalification Committee and the Owner regarding the selection and notification of Trade Contractors prequalified to submit a bid on the Project in accordance with the provisions of M.G.L. 149A, § 8(a) –(i).

8.6.2.2 Request for Bids for Trade Contractor Services

The Owner's Project Manager shall assist and advise the Owner and the Designer in the preparation of the Invitation for Bids for Trade Contractor services in accordance with the provisions of M.G.L. c. 149A, § 8(g).

8.6.2.2.1 The Owner's Project Manager shall assist and advise the Owner in the distribution of the Invitation for Bids to prequalified Trade Contractors in accordance with M.G.L. c. 149A §8(g).

8.6.2.2.2 The Owner's Project Manager shall attend all pre-bid conferences and meetings and Trade Contractor openings and assist and advise the Owner if directed by the Owner.

8.6.2.3 Trade Contractor Bid Review

The Owner's Project Manager shall attend all bid openings and shall review all Trade Contractor bids in conjunction with the Designer and CM at Risk to determine responsiveness, completeness, accuracy, price and conformance to the requirements of M.G.L. c.149A, § 8(a)-(i), and to provide technical guidance to the Owner regarding the acceptance or rejection of the Trade Contractor bid.

Pursuant to M.G.L. c. 149A, § 8(h), in the event that the Owner receives less than three (3) responsive bids on any Trade Contract, and the lowest responsible bid exceeds the estimated cost of the work for which bids are requested, the Owner's Project Manager shall monitor the activities and responsibilities of the CM at Risk in the negotiation of an acceptable price with the lowest prequalified bidder, and, if necessary, the second lowest prequalified bidder. If such negotiations are unsuccessful, the Owner's Project Manager shall advise the Owner, and shall monitor the activities and responsibilities of the CM at Risk, with respect to the solicitation of additional bids and the selection of Trade Contractors in accordance with the provisions of M.G.L. c. 149A, §§ 8(h) & (j).

8.6.2.4 Contract Award

8.6.2.4.1 The Owner's Project Manager shall review the contracts between Trade Contractors and the CM at Risk for conformance with the requirements of G.L. c. 149A , § 8, and all applicable public construction statutes.

8.6.2.4.2 The Owner's Project Manager shall obtain from all Trade Contractors, and maintain on file, all performance and payment bonds, bid bonds, insurance certificates, and all other documents and certificates required by law or by the terms of the Contract between the Owner and the CM at Risk.

8.6.2.4.3 The Owner's Project Manager shall provide the Designer, Owner and the Authority with required copies of executed construction contract documents.

8.6.3 Non-Trade Contractor Selection

The Owner's Project Manager shall assist and advise the Owner in the proper administration and coordination of the Non-Trade Contractor selection process in accordance with the provisions of G.L. c. 149A, § 8(j), the applicable regulations and procedures promulgated by the Inspector General, and all other applicable law.

The Owner's Project Manager shall monitor the activities and responsibilities of the CM at Risk in the selection of Non-Trade Contractors.

8.6.3.1 Non-Trade Contractor Qualification

For each class of Non-Trade Contractors, for which the CM at Risk is requesting bids, the Owner's Project Manager shall review the qualifications established by the CM at Risk for each class of Non-Trade

Contractors and the list of three (3) Non-Trade Contractors and make recommendations to the Owner regarding approval of the qualifications established by the CM at Risk, whether any of the three Non-trade Contractors should be eliminated from the list, or whether any Non-trade Contractors should be added to the list, all in accordance with the provisions of M.G.L.c. 149A, § 8(j).

8.6.3.2 Non-Trade Contractor Bidding

The Owner's Project Manager shall review the detailed bidding information developed by the CM at Risk in accordance with M.G.L. c. 149A, § 8(j) for accuracy, completeness, and coordination of scope.

8.6.3.3 Non-Trade Contractor Bid Review and Award

Where permitted by agreement between the Owner and the CM at Risk or where otherwise permitted by law, the Owner's Project Manager shall attend all bid openings and, in conjunction with the Designer and CM at Risk, the Owner's Project Manager shall review all Non-Trade Contractor bids for responsiveness and completeness and advise the Owner on the acceptance or rejection of any Non-Trade Contractor bids by the CM at Risk. The Owner's Project Manager shall review and report on all tabulations of bids as presented by the CM at Risk in accordance with M.G.L. c. 149, § 8(j) and ascertain that the tabulations and final awards are consistent with the bids.

8.6.3.4 Non-Trade Contractor Alternate Selection Procedure

With respect to Non-Trade Contracts with an award value that does not exceed the threshold sum identified in M.G.L. c 149, § 44(F)(1), the Owner's Project Manager shall review the selection method proposed by the CM at Risk to select this class of Non-Trade Contractor and advise the Owner as to whether the Owner should approve the proposed selection method in accordance with G.L. c. 149A, § 8(j).

The Owner's Project Manager shall attend all bid openings and, in conjunction with the Designer and CM at Risk, the Owner's Project Manager shall review all such Non-Trade Contractor bids for responsiveness and completeness and advise the Owner on the acceptance or rejection of any Non-Trade Contractor selected by the CM at Risk.

8.7 Construction Phase

The Owner's Project Manager shall provide supervisory staff for each of the following activities, from Notice to Proceed to contract close-out.

8.7.1 The Owner's Project Manager shall monitor the Designer's administration of the Owner-CM at Risk Agreement including the processing of submittals, issuance of timely decisions and directives and consultant's or subconsultants' visits to the Project as necessary during the time that construction is occurring on the portions of the work to which the consultant's services relate.

8.7.2 The Owner's Project Manager shall provide a full-time (40 hours per week minimum) on-site Project Representative, who shall be dedicated exclusively to the Project, either as an employee of the Owner's Project Manager or as a subconsultant to the Owner's Project Manager.

8.7.2.1 The Project Representative shall be subject to the approval of the Owner and the Owner reserves the right to require the Owner's Project Manager to replace the Project Representative at any time during the course of the Project.

8.7.2.2 The Project Representative shall have at least five years experience in on-site supervision of projects similar in size and complexity to the Project.

8.7.2.3 Unless otherwise directed, the Project Representative shall be present at all times when the CM at Risk is conducting operations at the site starting from issuance by the Owner of a Notice to Proceed to the CM at Risk and continuing until issuance to the CM at Risk of a Certificate of Substantial Completion by the Owner and thereafter on an, as needed basis, until issuance to the CM at Risk of a Certificate of Final Completion by the Owner.

8.7.3 The Owner's Project Manager shall review the CM at Risk's schedule of values to determine if it represents a reasonably balanced payment schedule for work to be performed with no items front-end loaded or artificially inflated. The schedule of values shall include line items for all deliverables, testing requirements and specified operations and maintenance materials.

8.7.4 The Owner's Project Manager shall review the CM at Risk's submitted baseline schedule. The Owner's Project Manager shall be responsible for monitoring the timeliness of these submittals and enforcing compliance with schedule submittal requirements of the construction documents. The Owner's Project Manager shall evaluate the CM at Risk's planning for the execution of the work, evaluate the reasonableness of the proposed schedule and determine if the submitted schedule meets the requirements of the construction documents.

8.7.5 The Owner's Project Manager shall provide daily observation and monitoring of construction activities such that all shifts and work activities are observed and documented. Responsibilities shall include:

8.7.5.1 The Owner's Project Manager shall keep a daily log containing a record of weather, the CM at Risk's work on site, number of workers, visitors to the site, safety status of the Project, equipment and equipment utilization, material and equipment deliveries, non-compliance with safety procedures and issuance of any safety violation notifications, accidents, general description of work performed and quality of work, visits of code enforcement officials and any resulting reports or orders, verbal instruction to interpretations given to the CM at Risk, pay items, and any observed delays, deficiencies and field problems.

8.7.5.2 The Owner's Project Manager shall prepare weekly progress reports for submittal to the Designer and the Owner that summarize the progress achieved, provide a concise description of problems and include a copy of the daily log.

8.7.5.3 The Owner's Project Manager shall assist the Designer in determining if construction and construction related activities are performed in accordance with plans and specifications and the approved shop drawings and are consistent with Massachusetts public construction laws.

8.7.5.4 The Owner's Project Manager shall monitor on a daily basis Time and Materials work on change orders for less than $50,000, including work installed, volume measurements, time sheets, crew sizes and mixes, and equipment utilized.

8.7.5.5 The Owner's Project Manager shall evaluate actual quantities and classification of Unit Price work performed by the CM at Risk.

8.7.5.6 The Owner's Project Manager shall evaluate field problems, using the proper channels for solution and communication of the information to the Designer and the Owner.

8.7.5.7 The Owner's Project Manager shall coordinate and track requests for clarification on drawings/specifications, design changes and proposed change orders.

8.7.5.8 The Owner's Project Manager shall prepare responses to CM at Risk correspondence for the Owner.

8.7.5.9 The Owner's Project Manager shall monitor and coordinate the scheduling and activities of independent materials testing functions at the site, including distribution of reports and any necessary actions resulting.

8.7.5.10 The Owner's Project Manager shall maintain at the Project site, on a current basis, a record copy of Construction Contract Documents, including, but not necessarily limited to, drawings, specifications, addenda, change orders, and directives as well as all approved shop drawings, product data, samples, submittals, operations and maintenance manuals and all other relevant documents relating to the construction of the Project.

8.7.5.11 The Owner's Project Manager shall monitor the CM at Risk's compliance with federal Davis Bacon prevailing wage requirements and Massachusetts prevailing wage requirements pursuant to M.G.L. c. l49 §§ 26 to 27H inclusive including assisting the Owner in cataloging and filing payroll affidavits.

8.7.5.12 The Owner's Project Manager shall shoot and maintain Project progress photographs showing construction progress at a frequency sufficient to document major activities or to document safety incidents, differing site

conditions and quality issues. The Owner's Project Manager shall maintain a descriptive log and captioning of the photographs on CD.

8.7.6 The Owner's Project Manager shall monitor the CM at Risk's compliance with the construction schedule, identify potential problems, include problem identification on the Monthly Progress Report and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the CM at Risk in the Owner-CM at Risk Agreement are not being fulfilled.

8.7.7 The Owner's Project Manager shall attend weekly job meetings on progress, coordination and problem resolution and negotiations. The Owner's Project Manager shall review the meeting minutes that are submitted to the Owner by the CM at Risk and shall advise the Owner as to the completeness, accuracy and general acceptability of the minutes.

8.7.8 The Owner's Project Manager shall schedule the Authority's Commissioning Consultant, as required to support the construction schedule, to provide commissioning services and reports as required.

8.7.9 The Owner's Project Manager shall monitor, review and analyze proposed change orders, and claims recommending appropriate action and resolution to the Owner in accordance with Article 8.1.4.

8.7.10 The Owner's Project Manager shall review and coordinate its review with the Designer to recommend approval of the CM at Risk's monthly payment requisitions. The Owner's Project Manager shall review each Trade Contractor's or Non-Trade Contractor's payment requisition and the CM at Risk's requisition of costs to ascertain that the Owner is paying for actual costs and fees in accordance with the Owner-CM at Risk contract.

8.7.11 The Owner's Project Manager shall oversee and monitor the procurement of furniture, fixtures, equipment and technology that is not included in the construction contract.

8.7.12 After the Owner and the CM at Risk have agreed on a Guaranteed Maximum Price ("GMP") in accordance with M.G.L. c. 149A, § 7, the Owner's Project Manager shall promptly notify the Owner when actual costs exceed the detail line item cost breakdowns set forth in the GMP amendment.

8.7.13 The Owner's Project Manager shall verify substantial completion of work; assist the Designer in the Designer's final inspection and receipt of documents, manuals, receipts, certifications, and all other materials required for final closeout as described in the Owner-CM at Risk contract, including, but not limited to, the GMP amendment and any other amendments thereto. The Owner's Project Manager shall coordinate the detailed punchlist with the Designer, including a subsequent walk-through with the Designer, CM at Risk and the Authority's Commissioning Consultant. The Owner's Project Manager and the Designer shall then coordinate a walk-through with the Owner to finalize the punchlist. The Owner's Project Manager shall then be responsible for tracking and confirming the completion of the punchlist items.

8.8 Completion Phase

8.8.1 The Owner's Project Manager shall monitor the activities and responsibilities of the Designer and the CM at Risk in the close-out and commissioning of the Project.

8.8.2 The Owner's Project Manager shall assist in securing and reviewing and recommending approval of all project completion forms and documentation necessary for occupancy and full operation of the facility including, but not necessarily limited to, inspection certificates of local building authorities, Certificate of Substantial Completion, Certificate of Final Completion, Occupancy Permit, shop drawings, as-built drawings, operations and maintenance manuals, warranties, guarantees and any and all documentation as required by the contract documents and the Authority.

8.8.3 The Owner's Project Manager shall assist the Owner in completing the written evaluation of the Designer(s) pursuant to M.G. L. c. 7 § 38E and prepare, sign and provide to the Owner for its signature the written evaluation of the Contractor(s) or CM at Risk, and subcontractors in accordance with the provisions of M.G.L. c. 149 § 44D.

END OF ARTICLE 8 OF BASE OPM CONTRACT AMENDMENT FOR CM AT RISK

THE SCOPE OF SERVICES ADDED BY THIS AMENDMENT IS FOR A DESIGN-BID-BUILD (DBB) PROJECT ONLY. THE SCOPE OF SERVICES SPECIFIED BELOW INCLUDES ARTICLES 8.1, 8.3, 8.4, 8.5, 8.6, AND 8.7. THE SERVICES SPECIFIED IN ARTICLE 8.1 HEREIN ARE INTENDED TO SUPPLEMENT (OR BE ADDITIVE) AND NOT SUPERCEDE ARTICLE 8.1 IN THE ORIGINAL STANDARD CONTRACT BETWEEN THE PARTIES.

ARTICLE 8: BASIC SERVICES

In addition to those Basic Services included in the original Contract between the Parties, the Owner's Project Manager shall perform the following Basic Services during the Design Development/Construction Documents/Bidding/Construction/Completion Phases:

8.1 Project Management

8.1.1 A draft of the communication plan shall be submitted to the Owner for approval within 30 days of the Approval to proceed to Design Development/Construction Documents/Bidding Phase and be further updated (a) as needed to include the award of a construction contract and (b) no later than 30 days after Approval to Proceed to the Construction Phase. The Owner's Project Manager shall include the Designer in its distribution of the Project Budget, Schedule, Monthly Progress Report and other reports as appropriate and as outlined in the Communications Plan.

8.1.1.2 The Owner's Project Manager shall assist the Owner in the preparation of all information, material, documentation, and reports that may be required or requested by the Authority, including without limitation, documentation related to incentive reimbursement percentage points that may be awarded to the Owner by the Authority, requests for reimbursement, and audit materials. The Owner's Project Manager shall assist the Owner in the preparation of all material and documents, including bid solicitations and construction contracts, necessary for the Owner to ensure compliance with the federal Davis Bacon and Massachusetts labor standards.

8.1.1.3 The Owner's Project Manager shall prepare agendas for and attend school building committee meetings, attend meetings with other representatives of the Owner, municipal administration and the school department, and attend neighborhood meetings relating to the Project, and participate as a member of the Owner's Prequalification Committee as applicable. The Owner's Project Manager shall take minutes of all of the above-referenced meetings and promptly distribute minutes of these meetings to the Owner.

8.1.1.4 The Owner's Project Manager shall review all applications for payments, requisitions and invoices relating to the Project as submitted by the Designer, General Contractor, equipment vendors and all other prime contractors and suppliers and make recommendations to the Owner relative to amounts due.

8.1.2 Project Control

During the Design Development/Construction Documents/Bidding Phase, the Owner's Project Manager shall monitor and report to the Owner and the Authority any changes to the Project Budget and Schedule established in the Owner-Authority Project Scope and Budget Agreement.

8.1.2.1 Project Budget

The Owner's Project Manager will use the baseline Project Budget as the Project control against which all Designer estimates, contractor bids and other cost information will be measured. The Owner's Project Manager shall maintain and update the Project Budget throughout the term of this Contract. The Owner's Project Manager shall report any variances to the baseline Project Budget as part of the Monthly Progress Report.

The Owner's Project Manager shall prepare revisions to the Project Budget, as needed, and submit them to the Owner for approval.

8.1.2.2 Cost Estimating

The Owner's Project Manager shall prepare detailed independent cost estimates as specified in each Design phase (design development and construction documents). The Owner's Project Manager shall record and track the cost estimates at each Design phase and submit this information with each design submittal due to the Authority using the Authority's Cost Estimate Comparison Spreadsheet. The Owner's Project Manager shall compare its cost estimate to that prepared by the Designer to identify and notify the Owner of any variances.

In the event that the cost as estimated by the Designer exceeds the construction cost in the Project Budget at any of the Design phases, the Owner's Project Manager shall consult with the Designer and recommend to the Owner appropriate revisions to the scope of work.

The Owner's Project Manager shall provide cost estimating services, as may be required, to develop cash flows.

During the design development Phase, the Owner's Project Manager shall prepare a construction cost estimate for the design in Uniformat II Level 3 format, with unit rates and quantities supporting each item. The estimated cost shall be projected, to the mid point of the construction period.

At the 60% stage of completion of the final drawings and specifications, the Owner's Project Manager shall prepare a construction cost estimate using the Uniformat II Classification to Level 3, the CSI MasterFormat 6-digit format to Level 3 and MGL c.149 §44F (filed sub-bid) format including quantities of all materials and unit prices of labor, equipment, and materials as well as a cost estimate for each item of work.

The Owner's Project Manager shall prepare a final construction cost estimate in Uniformat II Elemental Classification to Level 3 (Sections A-G inclusive), the CSI MasterSpec format to Level 3 and M.G.L. c. 149, §44F (filed sub-bid) format, complete with a single line outline specification description for each item with the detailed unit rate or item cost buildup provided as a backup in each case.

8.1.2.3 Project Schedule

The Owner's Project Manager shall submit this detailed baseline Project Schedule from the Project Scope and Budget Agreement to the Owner and the Authority within 30 days of Approval to proceed to the Design Development/Construction Documents/Bidding Phase. The Owner's Project Manager shall maintain and update the Project Schedule

throughout the term of this Contract. The Owner's Project Manager shall assess the actual progress of the Project relative to the baseline Project Schedule and report any variances from the baseline Project Schedule as part of the Monthly Progress Report.

In the event that actual progress of the Project varies from the baseline Project Schedule, the Owner's Project Manager shall consult with the Designer and the Contractor and make appropriate recommendations to the Owner relative to actions that should be taken by the Designer or the Contractor to achieve the baseline Project Schedule and/or recommend revisions to the Project Schedule. The Owner's Project Manager shall not be responsible for delays caused by the Designer, Contractor or Subcontractors, or the employees, agents or subconsultants of the Designer, Contractor or Subcontractors.

The Owner's Project Manager shall prepare revisions to the Project Schedule, as needed, and submit them to the Owner for approval.

8.1.2.4 Construction Schedule

The Contractor shall be responsible for preparing and updating its construction schedule on a monthly basis. The Owner's Project Manager shall meet once each month with the Contractor and Designer to review and update its schedule, develop the monthly progress information to support the Contractor's payment estimate, and monitor the Contractor's performance for compliance with its contract.

The Owner's Project Manager shall notify the Owner of and include in its Monthly Progress Report any significant changes or delays to the construction schedule. The Owner's Project Manager shall make appropriate recommendations to the Owner relative to the actions that should be taken by the Contractor and/or advise the Owner when liquidated damages, if included in the construction contract, are anticipated to be incurred.

8.1.3 Monthly Progress Report

The Owner's Project Manager shall submit to the Owner and the Authority no later than the twelfth day of each calendar month a written Monthly Progress Report summarizing activity during the preceding calendar month. The Monthly Progress Report shall be submitted in a format acceptable to the Authority and shall describe work performed by all project participants (OPM, Designer, Contractor) during the reporting period and work planned for the next reporting period. The report shall also address matters of schedule adherence (Project Schedule as well as individual completion percentages for design and construction), costs to date (updated Project Budget and actual expenses incurred), change orders and potential change orders, cash flow projections, Contractor's safety performance, Designer's QA/QC, Contractor's environmental compliance, community issues, Designer and Contractor MBE/WBE activities, any issues that could result in additional time and/or additional costs and any anticipated problems/concerns together with recommended solutions.

8.1.4 Change Order and Claims Administration

The Owner's Project Manager shall review and coordinate its review with the Designer and make specific document and processing recommendations to the Owner, consistent

with the General Laws and the construction contract documents, which minimize change order and claims processing costs and time. Services provided by the Owner's Project Manager shall include:

8.1.4.1 Change Order Administration

8.1.4.1.1 Review all Contractor proposals for change orders and supporting schedules for time extension requests. For change orders in excess of $100.000, prepare independent cost estimate analysis with associated schedule impact.

8.1.4.1.2 Initiate, conduct, and document negotiations through a memorandum of negotiations with the Contractor.

8.1.4.1.3 For all change order requests by the Contractor, make recommendations to the Owner for their acceptance or rejection.

8.1.4.1.4 Prepare and finalize any documentation required for processing change orders including a summary of the Owner's Project Manager's review of the reasonableness of the costs and documentation to support or reject the change.

8.1.4.1.5 Maintain a status report system for logging and tracking change orders, claims, and disputes to resolution. At a minimum, monthly reports shall include contract number, description of change order or claim, reason for change, date initiated, magnitude of estimated cost, actions required (identification of action parties and response dates) and status. This report shall be included in the Monthly Progress Report.

8.1.4.2 Claims and Disputes Management

8.1.4.2.1 Implement a claims management procedure consistent with the construction contract documents.

8.1.4.2.2 Analyze Contractor claims and propose recommendations to the Owner in support of the Owner's obligations under the claims article of the construction contract documents. Prepare responsive positions in coordination with the Owner, and obtain appropriate input from the Designer and/or Contractor.

8.1.4.2.3 In the event that a dispute arises between the Contractor, and/or any Subcontractors, and/or the Designer, including, but not necessarily limited to, disputes regarding the performance, quality, acceptability, fitness and rate of progress of the Project or the requirements of the Designer's contract or the Contractors' construction contract(s), the Owner's Project Manager shall report any such claims, disputes or other matters in question relating to the performance by the Contractor, Subcontractor, Designer or vendor to the Owner and the Authority in writing as soon as reasonably possible.

8.1.4.2.4 The Owner's Project Manager shall take all reasonable efforts designed to resolve any such claims, disputes, or other matters in question.

8.2 INTENTIONALLY LEFT BLANK

Design Development/Construction Documents/Bidding Phase

8.3 Design Development

8.3.1 The Owner's Project Manager shall continue to oversee the activities and responsibilities of the Designer in the further development of the scope, schedule and budget including a general review of the Designer's detailed scaled plans, elevations and sections of all aspects of the design. The Owner's Project Manager shall:

a. Prepare independent construction cost estimates pursuant to Section 8.1.2.2 of this Contract, for comparison with the Designer's cost estimates. (One Estimate during Task 8.3)

b. Work with the Owner and Designer to update the Project Budget and Schedule.

8.3.2 The Owner's Project Manager shall monitor and coordinate the schedule, technical accuracy, efficiency, coordination, and constructability of the Project and cost-effectiveness of all designs, drawings, reports, estimates and other work furnished by the Designer, and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the Designer's contract with the Owner are not being fulfilled.

8.3.3 The Owner's Project Manager shall promptly review all Designer submissions and shall meet with the Designer to discuss those submissions. Upon completion of its review, the Owner's Project Manager shall recommend that the Owner: 1) approve the submission as made; 2) approve that part of the submission that is acceptable and reject the remainder; 3) reject the submission; or 4) require the Designer to submit additional information or details in support of its submission.

8.3.4 The Owner's Project Manager shall coordinate the timely review of the design between the Designer and the Commissioning Consultant. The Owner's Project Manager shall be responsible for providing the necessary documents to the Commissioning Consultant for its review, distributing review comments made to the Designer, Owner and the Authority and coordinate the timely resolution and incorporation of the Commissioning Consultant's recommendations. The Owner's Project Manager shall not be responsible for the Commissioning Consultant's performance, but if the Owner's Project Manager becomes aware of any performance or lack of performance issues with the Commissioning Consultant, the Owner's Project Manager shall immediately notify the Owner and the Authority of such issues.

8.4 Construction Documents

8.4.1 The Owner's Project Manager shall review the construction documents for quality, cost, and schedule improvements, conciseness and clarity. The Owner's Project Manager shall:

a. Prepare independent construction cost estimates pursuant to Section 8.1.2.2 of this Contract, for comparison with the Designer's cost estimates. (Two estimates during Task 8.4)

b. Provide advice, consultation and guidance to the Owner relative to value engineering recommendations.

c. Work with the Owner and Designer to update the construction budget and schedule.

8.4.2 The Owner's Project Manager shall provide advice, consultation and guidance to the Owner and the Designer relative to general contractor and subcontractor prequalification requirements pursuant to M.G.L. c. 149 § 44D½ and § 44D¾ as applicable, including participation as a member of the Owner's Prequalification Committee.

8.4.3 The Owner's Project Manager shall review the construction documents in line with the Project Scope and Budget Agreement. The review shall include constructability, operability and bid-ability as well as document clarity and coordination between drawings and to identify conflicts between drawings and specification. The constructability review will identify potential conflicts, make recommendations specific to any phasing issues, recommend appropriate milestones, constraints and liquidated damages and a review of the project specific requirements in the General Requirements.

8.4.4 The Owner's Project Manager's review of the construction documents shall also include, but not be limited to, any concerns of the Owner's Project Manager and/or the Owner relative to access, usable area, parking, utilities, anticipated noise sources during construction and identification of field offices, facilities, supplies and equipment.

8.4.5 The Owner's Project Manager shall coordinate the timely review of the construction documents by the Commissioning Consultant to determine that plans and specifications include the recommendations made during design development in regard to materials selection, installation and testing criteria in regard to commissioning and start-up and provide adequate information and allow sufficient time for functional and system testing.

8.4.6 The Owner's Project Manager shall monitor the schedule of the Designer, provide review and comment of Designer's work product and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the Designer's contract with the Owner are not being fulfilled.

8.5 Bidding Phase

8.5.1 The Owner's Project Manager shall monitor the activities and responsibilities of the Designer in the advertisement, distribution of bidding documents and solicitation of public bids in accordance with M.G.L. c. 149 §§ 44A through 44J and other public construction-related statutes. The Owner's Project Manager shall:

a. Administer general contractor and subcontractor prequalification requirements pursuant to M.G.L. c. 149 § 44D½ and § 44D¾ as applicable, including participation as a member of the Owner's Prequalification Committee.
b. Attend, and assist the Owner with, all pre-bid conferences and meetings and, assist, if directed by the Owner.
c. Attend, and assist the Owner with, all sub-bid and general bid openings and, assist, if directed by the Owner.
d. Review all sub-bids and general bids in conjunction with Designer's determination of responsiveness, bidder eligibility, completeness, accuracy and price. Provide technical guidance to the Owner relative to its acceptance of bids and determination of bidder responsibility.
e. Review alternates and make written recommendations as to their acceptance.

f. If the bid of the lowest eligible and responsible general bidder exceeds the construction budget, the Owner's Project Manager shall consult with the Designer and make recommendations to the Owner in regard to maintaining the Project Budget which may include, consistent with Massachusetts public construction laws, reviewing and recommending acceptance of alternates, re-bidding or seeking additional funding from the City/Town/Regional District.

8.5.2 The Owner's Project Manager shall make recommendations to the Owner relative to the award of a construction contract.

8.5.3 The Owner's Project Manager shall assist the Owner in the preparation and execution of the Owner-Contractor Agreement and shall obtain from the Contractor performance and payment bonds, insurance certificates, and all other documents and certificates required for contract execution.

8.5.4 The Owner's Project Manager shall assist the Owner and the Designer in preparing and sending the Notice to Proceed to the Contractor.

8.5.5 The Owner's Project Manager shall provide the Contractor, Designer, Owner and the Authority with required copies of executed construction contract documents.

Construction Phase

8.6 Construction

The Owner's Project Manager shall provide supervisory staff for each of the following activities, from Notice to Proceed of the construction contract to contract close-out.

8.6.1 The Owner's Project Manager shall monitor the Designer's administration of the Owner-Contractor Agreement including the processing of submittals, issuance of timely decisions and directives and consultant's or subconsultants' visits to the Project as necessary during the time that construction is occurring on the portions of the work to which the consultant's services relate.

8.6.2 The Owner's Project Manager shall provide a full-time (40 hours per week minimum) on-site Project Representative, who shall be dedicated exclusively to the Project, either as an employee of the Owner's Project Manager or as a subconsultant to the Owner's Project Manager.

8.6.2.1 The Project Representative shall be subject to the approval of the Owner and the Owner reserves the right to require the Owner's Project Manager to replace the Project Representative at any time during the course of the Project.

8.6.2.2 The Project Representative shall have at least five years experience in on-site supervision of projects similar in size and complexity to the Project.

8.6.2.3 Unless otherwise directed, the Project Representative shall be present at all times when the Contractor is conducting operations at the site starting from issuance by the Owner of a Notice to Proceed to the Contractor and continuing until issuance to the Contractor of a Certificate of Substantial Completion by the Owner and

thereafter on an, as needed basis, until issuance to the Contractor of a Certificate of Final Completion by the Owner.

8.6.3 The Owner's Project Manager shall review the Contractor's schedule of values to determine if it represents a reasonably balanced payment schedule for work to be performed with no items front-end loaded or artificially inflated. The schedule of values shall include line items for all deliverables, testing requirements and specified operations and maintenance materials. The Owner's Project Manager shall submit recommendations for the Contractor's schedule of values to the Owner within forty-five days of the Owner's Notice to Proceed to the Contractor.

8.6.4 The Owner's Project Manager shall review the Contractor's submitted baseline schedule. The Owner's Project Manager shall be responsible for monitoring the timeliness of these submittals and enforcing compliance with schedule submittal requirements of the construction documents. The Owner's Project Manager shall evaluate the Contractor's planning for the execution of the work, evaluate the reasonableness of the proposed schedule and determine if the submitted schedule meets the requirements of the construction documents.

8.6.5 The Owner's Project Manager shall provide daily observation and monitoring of construction activities such that all shifts and work activities are observed and documented. Responsibilities shall include:

8.6.5.1 The Owner's Project Manager shall keep a daily log containing a record of weather, the Contractor's work on site, number of workers, visitors to the site, safety status of the Project, equipment and equipment utilization, material and equipment deliveries, non-compliance with safety procedures and issuance of any safety violation notifications, accidents, general description of work performed and quality of work, visits of code enforcement officials and any resulting reports or orders, verbal instruction to interpretations given to the Contractor, pay items, and any observed delays, deficiencies and field problems.

8.6.5.2 The Owner's Project Manager shall prepare weekly progress reports for submittal to the Designer and the Owner that summarize the progress achieved, provide a concise description of problems and include a copy of the daily log.

8.6.5.3 The Owner's Project Manager shall assist the Designer in determining if construction and construction related activities are performed in accordance with plans and specifications and the approved shop drawings and are consistent with Massachusetts public construction laws.

8.6.5.4 The Owner's Project Manager shall monitor on a daily basis Time and Materials work on change orders for less than $50,000, including work installed, volume measurements, time sheets, crew sizes and mixes, and equipment utilized.

8.6.5.5 The Owner's Project Manager shall evaluate actual quantities and classification of Unit Price work performed by Contractors.

8.6.5.6 The Owner's Project Manager shall evaluate field problems, using the proper channels for solution and communication of the information to the Designer and the Owner.

8.6.5.7 The Owner's Project Manager shall coordinate and track requests for clarification on drawings/specifications, design changes and proposed change orders.

8.6.5.8 The Owner's Project Manager shall prepare responses to Contractor correspondence for the Owner.

8.6.5.9 The Owner's Project Manager shall monitor and coordinate the scheduling and activities of independent materials testing functions at the site, including distribution of reports and any necessary actions resulting.

8.6.5.10 The Owner's Project Manager shall maintain at the Project site, on a current basis, a record copy of Construction Contract Documents, including, but not necessarily limited to, drawings, specifications, addenda, change orders, and directives as well as all approved shop drawings, product data, samples, submittals, operations and maintenance manuals and all other relevant documents relating to the construction of the Project.

8.6.5.11 The Owner's Project Manager shall monitor the Contractor's compliance with federal Davis Bacon prevailing wage requirements and Massachusetts prevailing wage requirements pursuant to M.G.L. c. l49 §§ 26 to 27H inclusive including assisting the Owner in cataloging and filing payroll affidavits.

8.6.5.12 The Owner's Project Manager shall shoot and maintain Project progress photographs showing construction progress at a frequency sufficient to document major activities or to document safety incidents, differing site conditions and quality issues. The Owner's Project Manager shall maintain a descriptive log and captioning of the photographs on CD.

8.6.6 The Owner's Project Manager shall monitor the Contractor's compliance with the construction schedule, identify potential problems, include problem identification on the Monthly Progress Report and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the Contractor in the Owner-Contractor Agreement are not being fulfilled.

8.6.7 The Owner's Project Manager shall schedule, conduct and prepare minutes of weekly job meetings on progress, coordination and problem resolution and negotiations. The Owner's Project Manager shall prepare and submit minutes to the Owner within three business days of the meeting.

8.6.8 The Owner's Project Manager shall schedule the Authority's Commissioning Consultant, as required to support the construction schedule, to provide commissioning services and reports as required.

8.6.9 The Owner's Project Manager shall monitor, review and analyze proposed change orders, and claims recommending appropriate action and resolution to the Owner in accordance with Article 8.1.4.

8.6.10 The Owner's Project Manager shall review and coordinate its review with the Designer to recommend approval of the General Contractor's monthly payment requisitions. The Owner's Project Manager shall review the Designer's certification that the percentage of

work included in the requisition is accurate and the work performed conforms to the construction contract.

8.6.11 The Owner's Project Manager shall oversee and monitor the procurement of furniture, fixtures, equipment and technology that is not included in the construction contract.

8.6.12 The Owner's Project Manager shall verify substantial completion of work; assist the Designer in the Designer's final inspection and receipt of documents, manuals, receipts, certifications, and all other materials required for final closeout as described in the construction contract. The Owner's Project Manager shall coordinate the detailed punchlist with the Designer, including a subsequent walk-through with the Designer and the Authority's Commissioning Consultant. The Owner's Project Manager and the Designer shall then coordinate a walk-through with the Owner to finalize the punchlist. The Owner's Project Manager shall then be responsible for tracking and confirming the completion of the punchlist items.

8.7 Completion Phase

8.7.1 The Owner's Project Manager shall monitor the activities and responsibilities of the Designer and the Contractor in the close-out and commissioning of the Project.

8.7.2 The Owner's Project Manager shall assist in securing and reviewing and recommending approval of all project completion forms and documentation necessary for occupancy and full operation of the facility including, but not necessarily limited to, inspection certificates of local building authorities, Certificate of Substantial Completion, Certificate of Final Completion, Occupancy Permit, shop drawings, as-built drawings, operations and maintenance manuals, warranties, guarantees and any and all documentation as required by the contract documents and the Authority.

8.7.3 The Owner's Project Manager shall assist the Owner in completing the written evaluation of the Designer(s) pursuant to M.G. L. c. 7 § 38E and prepare, sign and provide to the Owner for its signature the written evaluation of the Contractor(s) and Trade Subcontractors pursuant to M.G.L. c. 149 § 44D.

END OF ARTICLE 8 OF BASE OPM CONTRACT AMENDMENT FOR DBB

Owner's Project Manager Application Form – March 2017

1.Project Name/Location for Which Firm is Filing:

1a. MSBA Project Number:

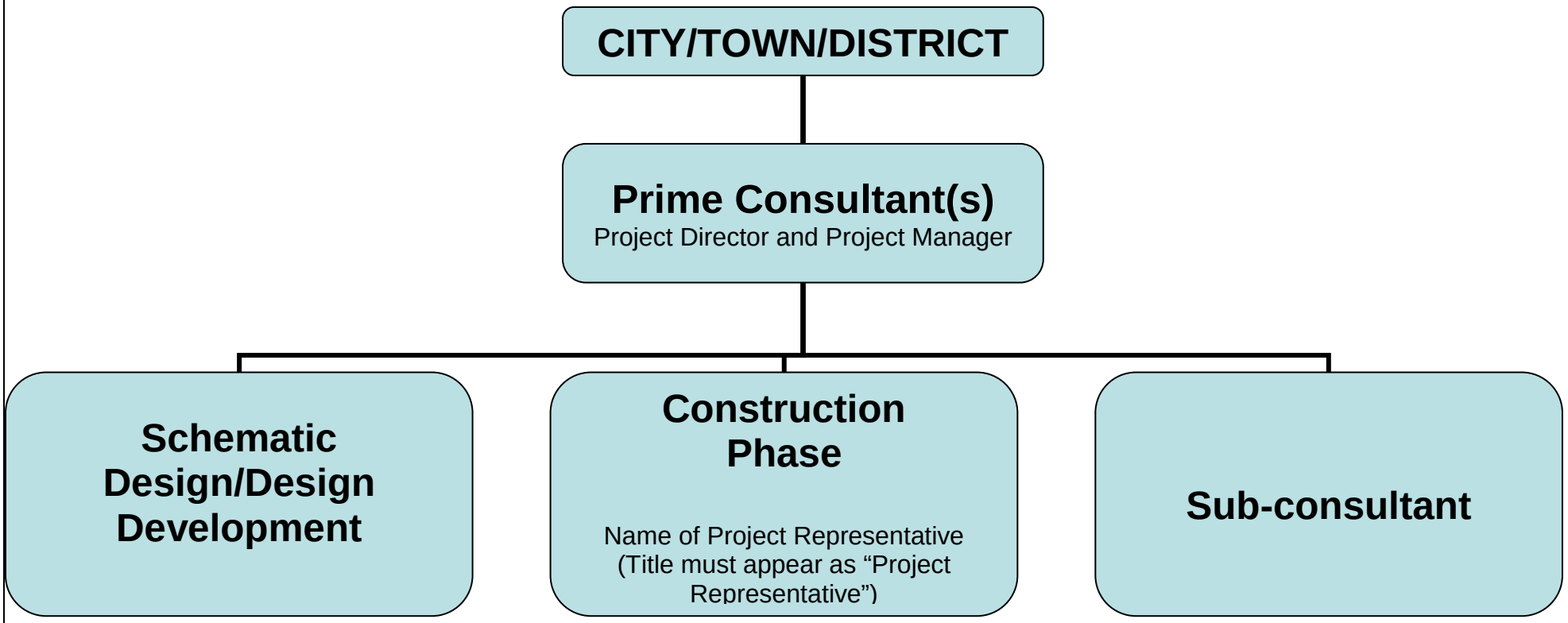
2a. Respondent, Firm (Or Joint-Venture) - Name And Address Of Primary Office To Perform The Work:	2b. Name And Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:
2c. Date Present And Predecessor Firms Were Established:	2d. Name And Address Of Parent Company, If Any:
2e. Federal ID #:	2f. Name of Proposed Project Director:

3. Personnel From Prime Firm Included In Question #2 Above By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline):

Admin. Personnel	____	Cost Estimators	____	Other	____
Architects	____	Electrical Engrs.	____	_____	____
Acoustical Engrs.	____	Environmental Engrs.	____	_____	____
Civil Engrs.	____	Licensed Site Profs.	____	_____	____
Code Specialists	____	Mechanical Engrs.		_____	____
Construction Inspectors	____			_____	____
				Total	

4. Has this Joint-Venture previously worked together? ❑ Yes ❑ No

5. List ONLY Those Prime and Sub-Consultant Personnel identified as Key personnel in the Response to Request for Services. This Information Should Be Presented Below In The Form Of An Organizational Chart modified to fit the firm's proposed management approach. Include Name of Firm And Name Of The Person:



6.	Brief Resume for Key Personnel ONLY as indicated in the Request for Services. Resumes Should Be Consistent With The Persons Listed On The Organizational Chart In Question # 5. Additional Sheets Should Be Provided Only As Required For The Number Of Key Personnel And They Must Be In The Format Provided. By Including A Firm As A Subconsultant, The Prime Applicant Certifies That The Listed Firm Has Agreed To Work On This Project, Should The Team Be Selected.	
a.	Name And Title Within Firm:	a. Name And Title Within Firm:
b.	Project Assignment:	b. Project Assignment:
c.	Name And Address Of Office In Which Individual Identified In 6a Resides:	c. Name And Address Of Office In Which Individual Identified In 6a Resides:
d.	Years Experience: With This Firm: _____ With Other Firms: _____	d. Years Experience: With This Firm: _____ With Other Firms: _____
e.	Education: Degree(s) /Year/Specialization	e. Education: Degree(s) /Year/Specialization
f.	Date of MCPPO Certification:	f. Date of MCPPO Certification:
g.	Applicable Registrations and Certifications :	g. Applicable Registrations and Certifications:
h.	Current Work Assignments And Availability For This Project *(availability should be identified as a percentage: eg: "As of 5/30, 50% available")*:	h. Current Work Assignments And Availability For This Project *(availability should be identified as a percentage: eg: "As of 5/30, 50% available")*:
i.	Other Experience And Qualifications Relevant To The Proposed Project: (Identify OPM Firm By Which Employed, If Not Current Firm. Please distinguish between OPM work and any design work performed by the firm.):	i. Other Experience And Qualifications Relevant To The Proposed Project: (Identify OPM Firm By Which Employed, If Not Current Firm. Please distinguish between OPM work and any design work performed by the firm.):

7a	Past Performance: List all Completed Projects, in excess of $1.5 million, for which the Prime Applicant has performed, or has entered into a contract to perform Owner's Project Management Services for all Public Agencies within the Commonwealth within the past 10 years.									
a.	Project Name And Location Project Director	b. Brief Description Of Project And Services (Include Reference To Areas Of Similar Experience)	c. Project Dollar Value	d. Completion Date (Actual Or Estimate)	e. On Time (Yes Or No)	f. Original Construction Contract Value	g. Change Orders	h. Number of Accidents and Safety Violations	i. Dollar Value of any Safety fines	j. Number And Outcome Of Legal Actions
(1)										
(2)										
(3)										
(4)										
(5)										

7b. (cont)	Past Performance: Provide the following information for those completed Projects listed above in 7a for which the Prime Applicant has performed, or has entered into a contract to perform Owner's Project Management Services for all Public Agencies within the Commonwealth within the past 10 years.						
a.	Project Name And Location Project Director	b. Original Project Budget	c. Final Project Budget	d. If different, provide reason(s) for variance	e. Original Project Completion	e. Actual Project Completion On Time (Yes or No)	f. If different, provide reason(s) for variance.
(1)							
(2)							
(3)							
(4)							
(5)							

8. **Capacity:** Identify all current/ongoing Work by Prime Applicant, Joint-Venture Members or Sub-consultants. Identify project participants and highlight any work involving the project participants identified in the response.

Project Name And Location Project Director	b. Brief Description Of Project And Services (Include Reference To Areas Of Similar Experience)	c. Original Project Budget	d. Current Project Budget	d. Project Completion Date	e. Current forecast completion date On Time (Yes Or No)	f. Original Construction Contract Value	g. Number and dollar value of Change Orders	h. Number and dollar value of claims
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								

9.	References: Provide the following information for completed and current Projects listed above in 7 and 8 for which the Prime Applicant has performed, or has entered into a contract to perform Owner's Project Management Services for all Public Agencies within the Commonwealth within the past 10 years.					
a.	Project Name And Location Project Director	Client's Name, Address and Phone Number. Include Name of Contact Person	Project Name And Location Project Director	Client's Name, Address and Phone Number. Include Name of Contact Person	Project Name And Location Project Director	Client's Name, Address and Phone Number. Include Name of Contact Person
1)			5)		9)	
2)			6)		10)	
3)			7)		11)	
4)			8)		12)	

9.	Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-consultants. If Needed, Up To Three, Double-Sided 8 ½" X 11" Supplementary Sheets Will Be Accepted. APPLICANTS ARE REQUIRED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED.
10.	I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury. Submitted By (Signature) _____ Printed Name And Title _____ Date _____

ATTACHMENT D
Enrollment Letter and Enrollment Certification

Massachusetts School Building Authority

Deborah B. Goldberg
Chair, State Treasurer

James A. MacDonald
Chief Executive Officer

Mary L. Pichetti
Executive Director / Deputy CEO

November 7, 2025

Dr. Jeffrey J. Marsden, Superintendent
Medfield Public Schools
459 Main Street, Third Floor
Medfield, MA 02052

Re: Town of Medfield, Dale Street Elementary School

Dear Dr. Marsden:

I would like to thank representatives of the Town of Medfield (the "District") for meeting with the Massachusetts School Building Authority (the "MSBA") staff on September 24, 2025, and a follow-up meeting on October 15, 2025, to review enrollment projections and methodologies for the Dale Street Elementary School project (the "Proposed Project") and for the additional information provided on October 28, 2025. As discussed, the next critical step is for the MSBA and the District to agree on a design enrollment for the Proposed Project.

The MSBA works with local communities to create affordable, sustainable, and energy-efficient schools across Massachusetts. A critical early component in achieving these objectives begins with an appropriate design enrollment that positions the District to efficiently meet space capacity needs throughout potential future enrollment variations.

The MSBA uses a data-driven enrollment projection methodology based on the widely accepted modified grade-to-grade cohort survival methodology (the "enrollment methodology"). The MSBA's enrollment methodology generates a baseline enrollment projection as discussed during the September 24, 2025, enrollment meeting, and as further described on the MSBA's website, found under the 'Building With Us', 'MSBA Enrollment Methodology' section.

Based on discussions with and information supplied by the District, and on data from sources such as the Department of Elementary and Secondary Education ("DESE") and the Department of Public Health, the MSBA has prepared an enrollment projection for the Proposed Project as follows.

Dale Street School currently serves the District's grade 4-5 enrollment. Based on information provided by the District, the MSBA understands that the District would like its Feasibility Study to evaluate maintaining the current grade configuration of grades 4-5.

The table below illustrates the District's K-12 enrollment over the most recent 10-year period, including the 2025-2026 school year, as reported by the District.

School Year	K-5	6-8	9-12	4-5	Total
2016-17	1,076	626	841	369	2,543
2017-18	1,110	622	828	365	2,560
2018-19	1,151	598	799	377	2,548
2019-20	1,172	575	804	398	2,551
2020-21	1,140	560	773	407	2,473
2021-22	1,165	566	749	391	2,480
2022-23	1,143	582	740	389	2,465
2023-24	1,163	585	699	404	2,447
2024-25	1,153	574	701	384	2,428
2025-26	1,117	567	709	383	2,393

A version of the above table with more detail regarding the District's historic enrollment may also be found in the District's updated Enrollment Projection package, attached.

The total grade 4-5 enrollment in the Town of Medfield, as reported by the District for the 2025-2026 school year, was 383 students. This reflects a decrease of approximately 24 students (-5.90%) from the maximum grade 4-5 enrollment reported during the preceding ten-year period. Additionally, the 2025-2026 grade 4-5 enrollment reflects a decrease of approximately four students (-0.96%) from the average grade 4-5 enrollment reported during the preceding ten-year period. The MSBA understands that the District is proposing to accommodate approximately 500 students in grades 4-5, which is higher than the 383 students reported to DESE for the 2025-2026 school year.

Regarding future enrollments, the MSBA's base enrollment projection trended upward and then peaked during the 2019-20 school year. It has been stable through the 2025-2026 school year and is projected to experience an upward trend. In accordance with the MSBA's Enrollment Methodology, the baseline enrollment is calculated using the ten-year average of projected enrollments. As such, the average base enrollment projection for the Proposed Project through the 2035-2036 school year is 440 students, rounded to the nearest five students.

As a result of a sensitivity analysis performed by the MSBA on this base enrollment projection and further discussion with the District, the following adjustment has been made to the base enrollment projection:

- Out-of-District Enrollment
    - In order to adjust for fluctuations in the out-of-district enrollment patterns of the District's residents over time, the MSBA has made an additional adjustment to the base enrollment projection.

  - In order to make this adjustment, the MSBA adjusted the grade-to-grade survival ratios for grade 4-5 enrollment by a total of 3.3% throughout a four-year period in the projection.
  - This adjustment added five students to the base enrollment for grades 4-5 as compared to the projection without this adjustment.

- Development
  - Based on the discussions between the District and the MSBA regarding new housing developments and development information provided by the District, the MSBA enrollment model was adjusted to account for the potential impact of developments that are beyond what is typically experienced in the District.
  - This adjustment added 15 students to the base enrollment for grades 4-5 as compared to the base enrollment projection.

As a result of the analysis of the base enrollment projection, the adjustments to the base projection described above, as well as the historical enrollment trends of the District, the MSBA recommends a design enrollment of 460 students in grades 4-5 for the Proposed Project.

The MSBA believes that this design enrollment recommendation will efficiently position the District to meet its space capacity needs throughout future enrollment variations. Please sign and return the attached certification within 21 calendar days to confirm agreement with this design enrollment recommendation. If the District feels that this design enrollment recommendation does not meet the needs of the District, please respond to this letter via e-mail to Carley Belfield and propose a meeting/conference call time at which the District can be available.

If you have any questions regarding this matter, please do not hesitate to contact me or Carley Belfield (Carley.Belfield@MassSchoolBuildings.org) at 617-720-4466.

Sincerely,

Michael P McGurl

Michael McGurl
Director of Capital Planning

Cc: Legislative Delegation
Kristine Trierweiler, Medfield Town Administrator
Gus Murby, Chair, Medfield Board of Selectmen
Michelle Kirkby, Chair, Medfield School Committee
File: 10.2 Letters (Region 4)

MSBA Project No. 202401750005

MASSACHUSETTS SCHOOL BUILDING AUTHORITY
TOWN OF MEDFIELD
DALE STREET ELEMENTARY SCHOOL
DESIGN ENROLLMENT CERTIFICATION

As a result of a collaborative analysis with the Massachusetts School Building Authority (the "MSBA") of enrollment projections and space capacity needs for the proposed project at the Dale Street Elementary School, the Town of Medfield hereby acknowledges and agrees that the design of the proposed project at the Dale Street Elementary School shall be based on an enrollment of no more than 460 students in grades 4-5. The Town of Medfield further acknowledges and agrees that pursuant to 963 CMR 2.00 *et seq.*, the MSBA shall determine the square feet per student space allowance and total square footage for grades 4-5 in an elementary school serving 460 students. The Town of Medfield acknowledges and agrees that it has no right or entitlement to any particular design enrollment, square feet per student space allowance, or total square footage and that it has no right or entitlement to a design enrollment any greater than 460 students for the Dale Street Elementary School, and further acknowledges and agrees that it shall not bring any claim or action, legal or equitable, against the MSBA, or any of its officers or employees, for the purpose of obtaining an increase in the design enrollment of the Dale Street Elementary School that it has acknowledged and agreed to herein. The Town of Medfield further acknowledges and agrees that, among other things, the design enrollment, square feet per student space allowance, and total square footage of the Dale Street Elementary School shall be subject to the approval of the MSBA's Board and that the final approval of a proposed project at the Dale Street Elementary School shall be within the sole discretion of the MSBA's Board.

The undersigned, for themselves and the Town of Medfield, hereby certify that they have read and understand the contents of this Design Enrollment Certification and that each of the above statements is true, complete and accurate. The undersigned also hereby certify that they have been duly authorized by the appropriate governmental body to execute this Certification on behalf of the Town of Medfield and to bind the Town of Medfield to its terms.

Chief Executive Officer, Town of Medfield

11/18/25
Date

Duly Authorized Representative of School Committee

11/21/25
Date

Superintendent of Schools

11/17/25
Date

ATTACHMENT E
Required Certifications

ATTACHMENT B

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the 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 authorized person submitting bid or proposal Date

_____

Printed name of authorized individual signing above

_____

Name of business

_____

*Social Security Number or Federal Identification Number

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

ATTACHMENT C

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, joint venture, partnership, corporation, union, committee, club, or other organization, entity, business, group of individuals or legal entity.

_____ _____

Signature of authorized person submitting bid or proposal Date

_____

Printed name of authorized individual signing above

_____

Name of business

ATTACHMENT D
CERTIFICATE OF AUTHORITY - CORPORATION

At a duly authorized meeting of the Board of Directors of the _____
(Name of Corporation)
held on _____ at which all the Directors were present or waived notice, it was voted
(Date)
that _____
(Name) (Officer/Title)
of this company be and he hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this company's name on its behalf of such _____ under
(Officer)

seal of the company, shall be valid and binding upon this company.

A TRUE COPY, ATTEST: _____
(Signature/Title)
Place of Business: _____

_____ _____

I hereby certify that I am the _____ of the _____
(Title) (Name of Corporation)
that _____ is duly elected _____
(Officer, Name) (Title)
of said company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

_____ _____
Full Legal Name of Business Telephone Number

_____ _____
State of Incorporation* Principal Place of Business

_____ _____
Qualified in Massachusetts Place of Business in Massachusetts

_____
Signature

*If state of incorporation is Massachusetts, insert MASSACHUSETTS on State of Incorporation line and disregard other parts of the form.

(Affix Corporate Seal)