Massachusetts School Building Authority

Deborah B. Goldberg
Chair, State Treasurer

James A. MacDonald
Chief Executive Officer

Mary L. Pichetti
Executive Director / Deputy CEO

December 8, 2025

Jeffrey J. Marsden, Superintendent
Medfield Public Schools
45 Adams Street
Medfield, MA 02052

RE: The Town of Medfield's Feasibility Study Agreement
Dale Street Elementary School (MSBA Project No. 202402360065)

Dear Superintendent Marsden,

Attached please find the Feasibility Study Agreement (the "FSA") and Exhibits A-C for the Dale Street Elementary School in the Town of Medfield (the "Town").

The Town must send one original signed copy of the FSA to the MSBA, a copy of which will be returned to the Town after it has been signed by the MSBA's Executive Director.

Please **do not** date the FSA on the first and last pages. The FSA will be dated by the MSBA when the MSBA's Executive Director signs the Agreement.

The MSBA **no longer requires mailed original signed hard copies with wet signatures**. The MSBA now prefers **electronic copies** including a **verified electronic signature** through a document management program such as Adobe.

The Town must also submit one signed copy of the attached Certification of Legal Counsel, which is being sent as a Word document to enable the Town's legal counsel to put the certification on his/her letterhead. The MSBA also prefers **electronic copies** of the Certification of Legal Counsel including a **verified electronic signature**. The Certification of Legal Counsel requires the Town's legal counsel to certify which local public official or governmental body (the "Local Governing Body") has the full legal authority to execute the FSA on behalf of the Town and to bind the Town to its terms. The Town should keep a separate copy of the certification for the Town's records.

In addition, the Town will need to provide a certified copy of the vote of the Local Governing Body authorizing the Town to enter into and be bound by the FSA, where required by local charters, ordinances, or by-laws. The MSBA will accept **scanned certified copies** of the certified vote.

Further, unless it has already been submitted to the MSBA, the Town will need to provide a certified copy of the vote of the Local Governing Body appropriating and authorizing the full amount of the feasibility study's cost, including both the local share and the MSBA's share, if any. The MSBA will accept **scanned certified copies** of the certified vote.

The required documents, which include: (1) one signed original of the FSA, (2) one signed copy of the Certification of Legal Counsel, (3) a certified copy of the vote authorizing the Town to enter into and be bound by the FSA, where required by local charters, ordinances or by-laws, and (4) a certified copy of the vote of the Local Governing Body appropriating and authorizing the full amount of the feasibility study's cost, unless already submitted to the MSBA, should be e-mailed to the project's Project Coordinator.

If you have any questions, please contact me at Kathleen.Andrade@MassSchoolBuildings.org

Regards,

Kathleen Andrade

Kathleen Andrade
Associate General Counsel

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)

District: Town of Medfield
School: Dale Street Elementary School
Project ID: 202401750005
Type of Agreement: No Participation

MASSACHUSETTS SCHOOL BUILDING AUTHORITY
FEASIBILITY STUDY AGREEMENT

This Feasibility Study Agreement, dated the ____ day of _____, 20___ (the "Agreement") is between the Massachusetts School Building Authority (the "**Authority**"), a public instrumentality of the Commonwealth of Massachusetts established by Chapter 70B of the Massachusetts General Laws and Chapters 208 & 210 of the Acts of 2004 of the Commonwealth, in each case as amended from time to time, and the Town of Medfield (the "**District**").

WHEREAS, the District submitted a Statement of Interest to the Authority for the Dale Street Elementary School (hereinafter **"School"**), and the District prioritized this Statement of Interest as its priority to receive any potential funding from the Authority;

WHEREAS, on December 13, 2024, the Board of Directors of the Authority voted to invite the District to the MSBA's Eligibility Period, and on April 1, 2025, the Board of Directors of the Authority voted to invite the District to commence the Eligibility Period, and the District has completed all applicable preliminary requirements to the satisfaction of the MSBA;

WHEREAS, on December 12, 2025, the Board of Directors of the Authority shall have voted to authorize the Parties to enter into this Agreement upon the terms and conditions stated herein;

WHEREAS, the Feasibility Study is one step in the multi-step process of the Authority's grant program for school building construction and renovation projects, and the invitation to collaborate on conducting and/or reviewing a Feasibility Study is not approval of a project or any funding by the Authority;

WHEREAS, the Authority and the District previously collaborated to conduct a Feasibility Study to address issues identified in the Statement of Interest submitted by the District for the Dale Street Elementary School and, pursuant to the Feasibility Study Agreement dated May 13, 2019 ("Feasibility Study One"), the District was reimbursed by the Authority for the Authority's share of approved, eligible costs;

WHEREAS, the District is not eligible for the reimbursement of additional Feasibility Study costs beyond those amounts reimbursed for Feasibility Study One, as defined above, which amounts have been already paid to the District, therefore: this Feasibility Study Agreement is not a funding agreement, the District shall not receive any grant amounts pursuant to this Agreement; and the District is not eligible to request reimbursement for any costs related to or incurred in connection with this Feasibility Study Agreement;

WHEREAS, the Authority's grant program for school building renovation and construction projects is a non-entitlement, discretionary program based on need, as determined by the Authority;

WHEREAS, the District has submitted a signed Initial Compliance Certification, as described in 963 CMR 2.02, 2.03 & 2.10(2), in the form prescribed by the Authority, and it has been accepted by the Authority;

WHEREAS, the District has formed a School Building Committee to monitor the Feasibility Study and advise the District during the study;

NOW THEREFORE, in consideration of the promises and the agreements, provisions and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the District (together, the "Parties") agree as follows:

SECTION 1
DEFINITIONS

1.1 Capitalized terms not specifically defined in this Definitions section shall have the meanings ascribed to them in either M.G.L. c. 70B or 963 CMR 2.00 *et seq*.

"Budget" shall mean a complete and full enumeration of all costs, including both hard costs and soft costs, so-called, that the District reasonably estimates, to the best of its knowledge and belief, will be incurred in connection with the planning, development, and the completion of the Feasibility Study, which Budget shall be approved by the Authority and attached hereto as **Exhibit A**, as it may be updated from time to time.

"Design Contract" shall mean the standard design contract developed and prescribed by the Authority, as it may be amended by the Authority from time to time that shall be executed by the District and the Designer for design services related to the Proposed Project.

"Designer" shall mean the individual, corporation, partnership, sole proprietorship, joint stock company, joint venture, or other entity engaged in the practice of architecture, landscape architecture, or engineering that meets the requirements of M.G.L. c. 7C, § 44 and has been procured and contracted by the District to conduct a Feasibility Study, in accordance with the provisions of Sections 2.1(a)(i) and 2.1(a)(ii) of this Agreement.

"Excusable Delay" shall mean a delay of the Feasibility Study that either (a) is solely because of a natural event, such as flood, storms, or lightning, that is not preventable by any human agency, or (b) is reasonably determined by the Authority to be excusable, provided that the failure of the District to have exclusive ownership,

control and use of site will not extend the "Term of the Agreement" established in Section 2.2.

"Feasibility Study" shall mean a study as described in 963 CMR 2.10(8) and in any applicable policies and guidelines of the Authority and, in relation to a Major Reconstruction Project or Repair Project, as described in M.G.L. c. 70B, 963 CMR 2.00 *et seq.* and any applicable policies and guidelines of the Authority, shall also include an engineering study, in a format prescribed by or otherwise acceptable to the Authority, to investigate potential options and solutions, including cost estimates, for the deficiencies and issues identified in the Statement of Interest or as otherwise determined by the Authority.

"Owner's Project Manager" shall mean the individual corporation, partnership, sole proprietorship, joint stock company, joint venture, or other entity under contract with, designated, or assigned by the District and approved by the Authority, to fully and completely manage and coordinate administration of the Project to completion. The Owner's Project Manager must meet the qualifications set forth in M.G.L. c. 149, § 44A ½, 963 CMR 2.00 *et seq*., and all applicable policies and guidelines of the Authority.

"Scope" shall mean the scope of the Feasibility Study as described in 963 CMR 2.10(8) and any applicable policies and guidelines of the Authority or as otherwise determined in writing by the Authority and as more fully described in **Exhibit B** attached hereto, as it may be updated from time to time as mutually agreed upon by the District and the Authority.

"Schedule" shall mean the schedule for the Feasibility Study, which schedule shall be updated from time to time and approved by the Authority.

"School" shall mean the Dale Street Elementary School located in the District.

"Statement of Interest" shall mean the Statement of Interest, as defined in 963 CMR 2.09 and all applicable policies and guidelines of the Authority, submitted to the Authority by the District for the School.

SECTION 2
FEASIBILITY STUDY

Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties and covenants contained herein, the Parties hereby agree as follows:

2.1 Feasibility Study.

- (a.) The Parties hereby agree that the District shall undertake a Feasibility Study to investigate potential options and solutions, including cost estimates, to the School's deficiencies and issues as identified in the Statement of Interest or as otherwise determined by the Authority and in accordance with the Scope, Budget, and Schedule approved by the Authority, provided that the Authority has the unconditional unilateral right to alter that approved Scope, Budget, and/or Schedule for the Authority's convenience and the Authority will not be liable to the District for any loss and/or damage that arises, in whole or in part, out of any such alteration. The adequacy, sufficiency and/or acceptability of a Feasibility Study or a Prior Study, for the purposes of the Authority's grant program shall be determined by the Authority within its sole discretion. Any determination by the Authority that a Feasibility Study or Prior Study is adequate, sufficient or acceptable for the Authority's purposes shall not be construed as a certification or approval by the Authority of the studies, plans, drawings, designs, cost estimates, specifications or any other information or materials contained therein and no MSBA requirement that the District study a particular Option shall constitute an MSBA approval of that Option, in whole or in part. The District, its officials, employees and agents are and shall remain responsible for the Feasibility Study and/or Prior Study and the building designs, site plans, drawings, cost estimates, specifications and other materials and information relative thereto that the District submits to the Authority. The Authority's review of the Feasibility Study and/or Prior Study and any studies, plans, drawings, designs, cost estimates, specifications or any other information or materials contained therein or related thereto is solely for the purpose of determining whether they meet the provisions of this Agreement and the Authority's regulations, standards, policies, guidelines and other requirements and whether the District will be eligible for potential funding from the Authority for the Proposed Project. Approval of a Proposed Project shall only be determined by a vote of the Authority's Board in accordance with 963 CMR 2.00 et seq. and the applicable policies and guidelines of the Authority.

  (i.) The District shall procure a Designer to conduct the Feasibility Study pursuant to the provisions of M.G.L. c. 7C, § 44 through 58, 963 CMR 2.10(8), 963 CMR 2.12, and any other applicable laws and regulations; provided, however, that if the estimated construction cost of the Proposed Project is determined to be more than five million dollars ($5,000,000), then the District shall select the Feasibility Study Designer using the Authority's Designer Selection Panel in accordance with 963 CMR 2.00 *et seq.* and all applicable policies and

guidelines of the Authority. The District shall not use a Designer who was procured by the District prior to July 1, 2007, to conduct the Feasibility Study, unless the Designer is acceptable to the Authority. It is further provided that, if said Designer who was procured by the District prior to July 1, 2007, is unacceptable to the Authority, the District shall conduct a new procurement for a Feasibility Study Designer pursuant to the applicable provisions of M.G.L. c. 7C, § 44 through 58, 963 CMR 2.10(8), 963 CMR 2.12, and any rules, regulations, policies and guidelines of the Authority.

(ii.) The District shall use the Authority's Design Contract to contract with the Designer for the Feasibility Study. The District shall monitor the performance of the Designer and shall require the Designer to fully comply with all provisions of the Design Contract, including, but not limited to, all provisions affecting the interests of the Authority.

(iii.) If, at any time, the construction cost of the Proposed Project is estimated to be more than one million five hundred thousand dollars ($1,500,000), or if the construction cost of the Proposed Project is estimated to be equal to or less than one million five hundred thousand dollars ($1,500,000) and the Authority so requires, at any time, as a condition to qualify for funding by the Authority, the District shall procure and maintain under contract, or otherwise assign, an Owner's Project Manager, pursuant to M.G.L. c. 149, § 44A ½ , 963 CMR 2.00, *et seq.* and any applicable policies and guidelines of the Authority. The selection of an Owner's Project Manager shall be subject to the review and approval of the Authority as required by M.G.L. 70B, 963 CMR 2.00, *et seq.*, and any applicable policies and guidelines of the Authority. Any costs associated with an Owner's Project Manager who is not approved by the Authority shall not be eligible for reimbursement. Further, any costs associated with the Feasibility Study for the Dale Street Elementary School, including Owner

Project Manager costs, shall not be eligible for reimbursement.

(iv.) Where applicable, the District shall use the Authority's model request for services and standard contract to procure and contract with any Owner's Project Manager for the Proposed Project, including the Feasibility Study stage of the Proposed Project. The District shall monitor the performance of the Owner's Project Manager and shall require the Owner's Project Manager to fully comply with all provisions of the contract between the District and the Owner's Project Manager including, but not limited to, all provisions affecting the interests of the Authority.

2.2 Term of Agreement.

No Project Scope and Budget Agreement for a Proposed Project, which arises out of the provisions of this Agreement will be approved by the Authority's Board until on or after July 1, 2027. Subject to that limitation, the Agreement will terminate upon (1) the approval of a Project Scope and Budget Agreement for a Proposed Project by the Authority's Board and the (2) execution of a Project Scope and Budget Agreement by the Authority and the District for that Proposed Project or (2) Nine Hundred and Thirteen (913) Days after the date upon which the Authority's Board votes to invite the District into Feasibility Study, whichever occurs sooner.

SECTION 3
COVENANTS

The District covenants and agrees that as long as this Agreement is in effect, the District shall and shall cause its employees, officers, agents, and representatives to perform and comply with all covenants of this Agreement.

3.1 The District hereby agrees that it shall make available for inspection by, and submit to, the Authority any and all information and documentation related to the Feasibility Study, including, but not limited to budget information, progress reports, and draft copies that may be requested by the Authority, promptly and in no event later than the deadline stated in any such request.

3.2 The District hereby agrees that it shall work with the Authority in developing the Scope, Budget and Schedule for the Feasibility Study and it acknowledges and agrees that this Feasibility Study Agreement is not a funding agreement and that the District will not receive reimbursement from the Authority for any Feasibility Study costs.

3.3 The District hereby acknowledges and agrees that the District is not eligible to receive any grant amount for any and all costs related to the Feasibility Study that is the subject of this Agreement; further, the District hereby acknowledges and agrees that the District is solely responsible for any and all costs related to the Feasibility Study that is the subject of this Agreement.

3.4 The District shall comply with all provisions of this Agreement; the provisions of all other agreements between the Authority and the District that relate to the Feasibility Study; the provisions of M.G.L. c. 70B, 963 CMR 2.00 *et seq*., and all policies and guidelines of the Authority; and all provisions of law applicable to the Feasibility Study, this Agreement, and any other agreements and documents related to the Feasibility Study, and shall take all action necessary to fulfill its obligations under this Agreement.

3.5 The District shall, and shall cause any Owner's Project Manager and Designer and their employees, subconsultants and agents to, keep adequate records of the Feasibility Study and make all Feasibility Study records and the Feasibility Study site(s) available to the Authority or representatives of the Authority for review during the course of the Feasibility Study.

3.6 The District hereby acknowledges and agrees that the duties of any Owner's Project Manager hired by and/or assigned to the Proposed Project by the District shall include, but not be limited to, fully and completely managing and coordinating on behalf of the District the administration of the Feasibility Study to completion. Any Owner's Project Manager hired by and/or assigned to the Proposed Project by the District shall be responsible for overseeing, tracking, and managing the Budget and Schedule. In the event that an Owner's Project Manager is not required for the Proposed Project, the District shall have the aforesaid duties and responsibilities in addition to any others imposed by M.G.L. c. 70B, 963 CMR, et seq., the policies and guidelines of the Authority, and any other applicable provisions of law.

3.7 The District hereby agrees that the Authority shall have free access to, and open communication with, any Owner's Project Manager hired by and/or assigned to the Proposed Project by the District and that the Authority shall have full and complete access to all information and documentation relating to the Proposed Project to the same extent that the District has such access. The District agrees that it shall require any such Owner's Project Manager to fully cooperate with the Authority in all matters related to the Proposed Project; to promptly communicate, transmit, and/or make available for inspection and copying any and all information and documentation requested by the Authority; to fully, accurately and promptly complete all forms and writings requested by the Authority; and to give complete, accurate, and prompt responses to any and all questions, inquiries and requests for information posed by the Authority. The District agrees that it shall not in any way, directly or indirectly, limit, obstruct, censor, hinder or otherwise interfere with the free flow of communication and information between the Owner's Project Manager and the Authority in all matters related to the Proposed Project and as provided herein; that it shall not suffer the same to occur by the act or omission of

any other person or entity; and that it shall not retaliate against the Owner's Project Manager for communicating information to the Authority as provided herein. The District agrees to execute, deliver and/or communicate to the Owner's Project Manager any and all authorizations, approvals, waivers, agreements, directives, and actions that are necessary to fulfill its obligations under this paragraph. The District further agrees that the Authority shall bear no liability whatsoever arising out of the Authority's knowledge or receipt of information communicated to the Authority by the Owner's Project Manager and that the District shall remain responsible for the management and completion of the Proposed Project.

3.8 The District hereby acknowledges and agrees that the duties of the Designer shall include, but not be limited to, those described in this Agreement, including, but not limited to, the Scope attached hereto as Exhibit B; 963 CMR 2.10(8); any applicable rules, regulations, policies and guidelines of the Authority; and any standard scope of services and the Design Contract prescribed by the Authority.

3.9 The District hereby acknowledges and agrees that neither the District nor any of its employees, officials, agents, consultants or contractors shall submit any false or intentionally misleading information or documentation to the Authority in connection with this Feasibility Study Agreement or the Feasibility Study, and further acknowledges and agrees that the submission of any such information or documentation may cause the Authority to suspend, revoke or terminate this Agreement, or the District's invitation into the Authority's grant program, and the District may be ineligible for future funding from the Authority. The District hereby further agrees that it shall have a continuing obligation to update and notify the Authority in writing when it knows or has any reason to know that any information or documentation submitted to the Authority contains false, misleading or incorrect information.

3.10 The District hereby acknowledges and agrees that the Authority shall bear no responsibility or liability of any sort for the results of any Feasibility Study, environmental assessment, geotechnical site testing, any necessary site remediation, clean-up, or other site remediation services.

3.11 The District hereby acknowledges and agrees that it shall provide a final Feasibility Study report to the Authority, which shall be in a format that is prescribed by or otherwise acceptable to the Authority.

3.12 The District hereby acknowledges and agrees that the Authority's grant program is a non-entitlement, discretionary program based on need, and the Feasibility Study may not result in a school construction, renovation or repair project that is eligible for funding by the Authority.

3.13 The District shall not combine, consolidate, or conjoin in any way the procurement, pre-qualification or selection of an Owner's Project Manager or Designer for the Proposed Project with the procurement, pre-qualification or selection of an

Owner's Project Manager or Designer for any other construction, repair or renovation project without the express prior written approval of a duly authorized representative of the Authority. Any costs incurred by the District that relate to, or arise out of, the use of a combined, consolidated or conjoined procurement, pre-qualification or selection process as proscribed above, including, but not limited to, the preparation of bid documents, requests for services, and requests for qualifications, without the express prior written approval of a duly authorized representative of the Authority shall not be eligible for reimbursement.

SECTION 4
REPRESENTATIONS AND WARRANTIES

The District hereby warrants and represents that each of the following statements is true, correct and complete:

4.1 The District is validly organized and existing under and by virtue of the laws of the Commonwealth, has full power and authority to own its properties and carry on its business as now conducted, and has full power and authority to execute, deliver and perform its obligations under this Agreement and all other documents related to the Feasibility Study.

4.2 The District is duly authorized to execute and deliver this Agreement and has taken all necessary steps to authorize the execution and delivery of this Agreement, to undertake the Feasibility Study and to perform and consummate all transactions contemplated by this Agreement.

4.3 The undersigned has the full legal authority to execute this Agreement on behalf of the District and to bind the District to its provisions.

4.4 This Agreement does not and will not, to any material extent, conflict with, or result in violation of any applicable provisions of law, including, but not limited to, any statute, charter, by-law, ordinance, rule or regulation, or any judgment, order, rule or regulation of any court or other agency of government.

4.5 The District has all requisite legal power and authority to own and operate the School that is the subject of the Feasibility Study and to undertake and oversee the Feasibility Study or, in the case of a school facility that is leased by the District, the District has all of the requisite legal power and authority to control and operate the School that is the subject of the Feasibility Study and to undertake and oversee the Feasibility Study pursuant to a lease which assures that the District has exclusive jurisdiction and control of the School and the land upon which it is situated for the anticipated useful life of the Proposed Project.

4.6 No information furnished by or on behalf of the District to the Authority in this Agreement, the Budget, the Initial Compliance Certification, or any other document,

certificate or written statement furnished to the Authority in connection with the Feasibility Study contains any untrue statement of a material fact or omitted, omits or will omit to state a material fact necessary in order to make the statements contained in this Agreement or therein not misleading in light of the circumstances in which the same were made.

4.7 The District has duly obtained all necessary votes, resolutions, authorizations, appropriations and local approvals, in accordance with formats prescribed by or otherwise acceptable to the Authority, and has taken all actions necessary or required by law to enable it to enter into this Agreement and to fund and perform its obligations hereunder, in accordance with the Authority's guidelines, regulations, policies and standards. This Agreement constitutes a valid and binding obligation of the District, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws heretofore or hereafter enacted and general equity principles.

4.8 No litigation before or by any court, public board or body is pending or threatened against the District or the Authority seeking to restrain or enjoin the execution and delivery of this Agreement or the Feasibility Study, or contesting or affecting the validity of this Agreement or the power of the District to pay for the Feasibility Study.

4.9 The District has implemented policies and procedures to prevent and eliminate fraud, waste and abuse of public funds in connection with the Feasibility Study and any future construction or renovation projects that may be forthcoming as a result of the Feasibility Study.

4.10 The District has submitted all audit materials requested by the Authority in connection with any project for which the District has received or anticipates receiving funding from the Authority.

4.11 All meetings of all public bodies in the District that relate in any way to the Proposed Project, including, but not limited to, the meetings of the District's school building committee, have been conducted, and shall be conducted, in compliance with the provisions of G.L. c. 30A, §§ 18 – 25, 940 CMR 29.00 *et seq.*, the so-called Open Meeting Law, and all other applicable law.

SECTION 5
INSURANCE

5.1 The District shall obtain and maintain all insurance required by law and insurance of such types and limits and upon such terms and conditions as may be required by, or as may be acceptable to, the Authority.

5.2 The District shall require by contractual obligation, and shall also ensure by the exercise of due diligence, that any Designer hired by the District in connection with the

Feasibility Study obtain and maintain, at a minimum, insurance of such types and limits and upon such terms and conditions as may be required by law and as may be prescribed by the Authority in the Design Contract between the Designer and the District.

5.3 Except where the Owner's Project Manager is an existing employee of the District, the District shall require by contractual obligation, and shall also ensure by the exercise of due diligence, that any Owner's Project Manager hired by the District obtain and maintain, at a minimum, insurance of such types and limits and upon such terms and conditions as may be required by law and as may be prescribed by the Authority in its standard contract for Owner's Project Manager services which is incorporated by reference herein.

SECTION 6
COMPLIANCE WITH CONTRACT DOCUMENTS, PROJECT PERMITS AND OTHER APPLICABLE LAW

6.1 The District shall take all reasonable actions designed to ensure that the Feasibility Study complies with all applicable contract documents, building codes, laws, rules and regulations and to ensure that all necessary project permits have been obtained. Notwithstanding any right of approval or review held or exercised by the Authority in connection with this Agreement or the Feasibility Study, the District shall be responsible for the successful performance and completion of the Feasibility Study in accordance with this Agreement, the Design Contract, design documents and project permits, if any, and for the economical and efficient operation and administration of the Feasibility Study.

SECTION 7
DEFAULTS AND REMEDIES

7.1 The occurrence of any of the following events shall constitute, and is herein defined to be, an Event of Default under this Agreement:

(a) If the District shall fail to perform and observe any covenant, agreement or condition on its part provided in this Agreement and such failure shall continue for a period of thirty (30) days after written notice thereof shall be given to the District by the Authority; provided if such failure cannot be remedied within such thirty (30) day period, it shall not constitute an Event of Default hereunder if corrective action satisfactory to the Authority, as determined by the Authority in writing, is instituted by the District within such period and diligently pursued until the failure is remedied. Any forbearance or failure of the Authority in giving such written notice shall not amount to any waiver of the Authority's rights under this Agreement as to the same or subsequent breaches and shall not preclude the

Authority from pursuing any of its rights or remedies provided under this Agreement or as otherwise provided by law.

(b) If any representation or warranty made by the District in this Agreement or in any other agreement entered into by the District with the Authority shall prove to have been incorrect or to be misleading in any material respect.

7.2 If any Event of Default hereunder shall occur and be continuing, the Authority may proceed to protect its rights under this Agreement, and may: (a) terminate this Agreement, (b) revoke the District's invitation into the Authority's grant program, and/or (c) exercise any other right or remedy upon such default as may be granted to the Authority under this Agreement or under any other applicable provision of law.

7.3 No remedy conferred upon or reserved to the Authority is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as the Authority may deem expedient.

SECTION 8
OTHER TERMS

8.1 Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with, the laws of the Commonwealth of Massachusetts.

8.2 Venue. Any civil action brought against the Authority by the District, or any person or entity claiming by, through or under it, that arises out of the provisions of this Agreement, shall only be brought in the Superior Court for Suffolk County, Massachusetts. The District, for itself and for any person or entity claiming by, through or under it, hereby waives any defenses that it may have as to the venue to which it has agreed herein, including, but not limited to, any claim that this venue is improper or that the forum is inconvenient. The District for itself and for any person or entity claiming by, through or under it, hereby waives all rights, if any, to a jury trial in any such civil action that may arise out of the provisions of this Agreement.

8.3 Indemnification of the Authority by the District. To the fullest extent permitted by law, the District shall indemnify and hold harmless the Authority and its officers, agents and employees from and against any and all claims, actions, 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, or for which liability may be asserted against, the Authority or any of its officers, agents or employees arising out of any activities undertaken by, for, or on behalf of the District in the execution or implementation of

this Agreement or with respect to the Feasibility Study, including, but not limited to, the performance of any contract or obligation directly or indirectly related to the Feasibility Study. Such obligation shall not be construed to negate or abridge any other obligation of indemnification running to the Authority which would otherwise exist.

8.4 Members, Employees Not Liable. No member or employee of the Authority shall be charged or held personally or contractually liable by or to the District under any term or provision of this Agreement or because of any breach thereof or because of its execution or attempted execution.

8.5 Assignability. The District shall not assign any interest, in whole or in part, in this Agreement and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of the Authority.

8.6 Approval Not A Waiver.

The Authority's review, approval or acceptance of any actions by the District under this Agreement shall not operate as a waiver of any rights under this Agreement and the District shall remain liable to the Authority for all damages incurred by the Authority as a result of the District's failure to perform in accordance with the terms and conditions of this Agreement.

The rights and remedies of the Authority provided for under this Agreement are in addition to any other rights or remedies provided by law. The Authority may assert a right to recover damages by any appropriate means, including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim either during or after performance of this Agreement.

8.7 Notices. Any notices required or permitted to be given by either of the Parties hereunder shall be given in writing and shall be delivered to the addressee (a) in-hand (b) by certified mail, postage prepaid, return receipt requested; (c) by facsimile; or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

If to the Authority:

Massachusetts School Building Authority
10 Post Office Square, Suite S400
Boston, MA 02109
Attention: Director of Capital Planning
Facsimile: (617) 720-8460

If to the District:

Town of Medfield
Jeffrey J. Marsden

Medfield Public Schools
45 Adams Street
Medfield, MA 02052
Attention: Superintendent

or to such other address or addressee as the District and the Authority may from time to time specify in writing. Any notice shall be effective only upon receipt, which for any notice given by facsimile shall mean notice that has been received by the party to whom it is sent as evidenced by a confirmation slip that bears the time and date of receipt.

8.8 Severability. If any provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

8.9 Counterparts. This Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments, and take such other actions as may be necessary to give effect to the terms of this Agreement.

8.10 No Waiver. No waiver by either party of any term or conditions of this Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Agreement.

8.11 Integration. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Parties hereto relating to the Feasibility Study and constitutes the entire agreement between the Parties hereto with respect to the Feasibility Study.

8.12 Amendments. This Feasibility Study Agreement may be amended only through a written amendment signed by duly authorized representatives of the District and the Authority.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this _____ day of _____, 20___.

MASSACHUSETTS SCHOOL BUILDING AUTHORITY
By,

_____
Mary L. Pichetti
Executive Director

TOWN OF MEDFIELD
By,

_____

_____
NAME (type or print)

_____
TITLE (type or print)

MSBA Project No. 202401750005

EXHIBIT A

FEASIBILITY STUDY BUDGET

Town of Medfield
Dale Street Elementary School

The total Budget for the Feasibility Study conducted pursuant to this Agreement, which is attached hereto and incorporated by reference herein, shall be no more than $1,500,000 based upon the following estimates:

Feasibility Study Agreement (FSA)	Estimated FSA Budget	Ineligible FSA Costs/Scope Items excluded from the Total Facilities Grant*	Basis for Total Facilities Grant
OPM Feasibility Study	$405,000	$0	$0
A&E Feasibility Study	$915,000	$0	$0
Environmental & Site	$90,000	$0	$0
Other	$90,000	$0	$0
FSA Subtotal	**$1,500,000**	**$0**	**$0**

FSA Reimbursement Rate	44.26%
Estimated Maximum Total Facilities Grant	**$0**

*This document was prepared by the MSBA based on a preliminary review of information provided by the Town of Medfield for the Dale Street School project. However, this document does not contain a final exhaustive list of all cost/scope items which may be ineligible for reimbursement by the MSBA, nor is it intended to be a final determination of which cost/scope items may be eligible for reimbursement by the MSBA. All project cost/scope items shall be subject to review and audit by the Authority, and the Authority shall determine, in its sole discretion, whether any such cost/scope items are eligible or ineligible for reimbursement. The MSBA may determine that certain additional cost/scope items are ineligible for reimbursement.

EXHIBIT B

SCOPE OF THE FEASIBILITY STUDY

Town of Medfield
Dale Street Elementary School

The Scope of the Feasibility Study conducted under this Agreement, which is attached hereto and incorporated by reference herein, shall consist of the development of a Feasibility Study/Schematic Design for the evaluation of a renovation of the existing school, a renovation of and addition to the existing school and/or new construction for the Dale Street Elementary School (the "Proposed Project") in the Town of Medfield (the "District"). Pursuant to the Massachusetts School Building Authority's (the "MSBA") regulations, 963 CMR 2.06, the space allowance for the Proposed Project shall meet all applicable MSBA regulations and guidelines.

The Feasibility Study shall contain all information required by 963 CMR 2.10(8) and any other applicable rules, regulations, policies, guidelines and directives of the MSBA including, but not limited to, a final design program, educational space summary, budget statement for educational objectives, and a proposed total project budget. The District shall submit to the MSBA the educational space summary, based on the agreed upon enrollment of 460 students in grades 4-5 at the Dale Street Elementary School, for review and acceptance. Upon acceptance of the educational space summary, the District will commence with the evaluation of options. The Schematic Design that is developed pursuant to this Agreement shall be based upon the final design enrollment, which shall be subject to the written approval of the MSBA. The Schematic Design shall include, but not be limited to, the information required by the MSBA's Feasibility Study Guidelines, including, but not limited to, a site development plan, environmental assessment, geotechnical assessment, geotechnical analysis, code analysis, utility analysis, schematic building floor plans, schematic exterior building elevations, narrative building systems descriptions, NE-CHPS scorecard or LEED for Schools checklist, outline specifications, cost estimates, project schedule and proposed total project budget.

In conducting the Feasibility Study and developing the Schematic Design, the District shall, in a sufficient and timely manner as determined by the MSBA, initiate such notification procedures, undertake such review processes, and obtain such determinations and approvals as may be required by 963 CMR 2.03(2)(h) & (i), including, but not limited to, such procedures, reviews, determinations, and approvals, as may be required by the Massachusetts Historical Commission (the "MHC") and/or the Massachusetts Environmental Policy Act. At its earliest opportunity, the District shall seek a written determination from the MHC as to whether the MHC intends to undertake a review of the Proposed Project.

The District shall be responsible for conducting such geotechnical evaluations, site investigations, soils explorations and environmental assessments as are reasonable and necessary to determine whether any significant environmental, geotechnical or other

physical conditions exist that may have an impact upon eventual construction on the proposed site. The MSBA may require the District to fully fund certain environmental or geotechnical site testing beyond initial investigatory costs. The MSBA shall bear no responsibility or liability of any sort for the results of any geotechnical evaluations or site testing, soils explorations, environmental assessments, nor for any site remediation, clean-up, or other site remediation services.

The development of the Schematic Design shall be subject to continuing review by the MSBA in accordance with the provisions of this Agreement, the MSBA's Feasibility Study guidelines and any other applicable rule, regulation, policy, guideline or directive of the MSBA. The District shall be responsible for submitting to the MSBA all documentation that is required to complete the Feasibility Study and Schematic Design and to support the preparation of a Project Scope and Budget Agreement.

Exhibit C

Calendar Year 2025

Medfield

Dale Street Elementary School - 202401750005

MSBA Reimbursement Rate Calculationn	
Base Points	31.00
Income Factor	-
Property Wealth Factor	13.26
Poverty Factor	-
Subtotal: Reimbursement Rate Before Incentives	44.26
Incentive Points	
Maintenance (0-2)	-
CM @ Risk (0-1) Only projects invited to Capital Pipeline prior to 1/2/17	-
Newly Formed Regional District (0-6)	-
Major Reconstruction or Reno/Reuse (0-5)	-
Overlay Zoning 40R & 40S (0-1)	-
Overlay Zoning 100 units or 50% of units for 1, 2 or 3 family structures (0-0.5)	-
Energy Efficiency - "Green Schools" (0 - 4)	-
Indoor Air Quality - "Green Schools" (0 - 4)	-
Model Schools (5) Only projects invited to Capital Pipeline prior to 1/2/16	-
Total Incentive Points	-
MSBA Reimbursement Rate	44.26