

**BELMONT HIGH SCHOOL BUILDING COMMITTEE  
OWNER'S PROJECT MANAGER (OPM) SUBCOMMITTEE  
FINAL MEETING MINUTES  
Tuesday, January 19, 2017  
Town Hall ~ Selectmen's Meeting Room  
7:30 AM**

2017 JAN 31 AM 9:54

**Meeting #3**

*Subcommittee Members Attending:*

Chair McLaughlin; Members: Gerry Boyle, Phyllis Marshall, Pat Brusch, Joel Mooney, and Bill Lovallo

*Members Absent:* None

**I. Call to Order**

The meeting was called to order at 7:35 a.m. by Chair McLaughlin. He reviewed the items that he felt needed to be addressed at this meeting.

Chair McLaughlin also led a discussion of the upcoming need for certain members of the Subcommittee to submit disclosure statements regarding past or present professional relationships with the OPM respondents.

**II. The OPM Subcommittee Schedule**

The Subcommittee discussed the items upcoming in the short term:

- |                  |  |
|------------------|--|
| January 25, 2017 | Subcommittee meeting @ 7:30 AM<br>Last day for potential respondents to submit written questions<br>Finalize language for Addendum No.1 relative to MSBA requirement for additional information regarding subcommittee scoring of short-listed candidates  |
| January 27, 2017 | Addendum No. 1 is issued   |
| February 1, 2017 | Responses due at 3:00 PM at Facilities Office  |
| February 2, 2017 | Meeting of full Belmont High School Building Committee (BHSBC).<br>Subcommittee members can pick up copies of responses at that time, or the Facilities Department can arrange for a full set of responses to be delivered to Subcommittee members' homes. The Subcommittee will provide the BHSBC with a list of all firms that have responded  |
| February 8, 2017 | The Subcommittee will meet to discuss the responses, confirm individual assessments of the Evaluation Criteria, and generate an overall Subcommittee scoring of Evaluation Criteria. The goal will be to:<br>1) identify short-listed candidates,<br>2) finalize reference questions,<br>3) finalize interview questions,<br>4) determine what supplemental information will be requested from the short-listed candidates,<br>5) authorize the Secretary to notify short-listed candidates of their invitation to |

- participate in an interview on February 15, 2017,
- 6) authorize the Secretary to notify all other applicants of the Subcommittee's identification of short-listed firms.

February 15, 2017 Short-listed candidates' interviews will be conducted in the BOS Room at Town Hall beginning at 1:00 PM. Candidates will be asked to report to the Town Administrator's Office and can be directed to wait in Meeting Room #4 to be called in. It is anticipated that each interview will be 50 minutes consisting of candidates' presentation (20 minutes), Subcommittee questions (20 minutes), and follow-up by Subcommittee members for any desired additional discussion (10 minutes).

It is noted that the interviews are open to the public and must be posted with the Town Clerk. The Subcommittee will invite members of the BHSBC to attend, particularly those who will be working closely with the OPM during the project, such as Principal Dan Richards. At the conclusion of all interviews, the Chair will entertain comments from members of the public and/or BHSBC.

February 16, 2017 The Subcommittee will meet at 8:00 AM in the BOS Room at Town Hall to determine the final ranking of short list candidates. Following the meeting, all short-listed candidates will be informed of the final rankings. The top-ranked firm will be asked to begin developing a formal fee proposal for the Subcommittee for the purpose of initiating negotiations for an agreement to provide OPM services for the Feasibility Study phase only.

### III. Development of Interview Questions

The Subcommittee briefly discussed the nature and timeline for developing questions for the interviews of short-listed candidates. It was agreed that questions do not need to be developed as part of the Addendum information, nor would they be provided ahead of time to the short-listed candidates. It was acknowledged that certain other information will be provided to those candidates prior to the interviews; i.e., format of interview, requests for supplemental information, etc. Potential questions could include asking how an OPM deals with problems and conflicts, or how an OPM feels they can add value to a phased project.

### IV. OPM Short-List Evaluation and Scoring

Mr. Boyle agreed to draft language for Addendum No. 1 in response to the MSBA's directive to provide more information on the process and scoring system that the Subcommittee will use to rank the short-listed candidates. The Subcommittee agreed the following quantitative scoring system would be used:

Review of candidate's Evaluation Criteria	Maximum 100 points
Reference Checks	Maximum 25 points
Quality of presentation and interview responses	Maximum 125 points
Potential total	Maximum 250 points

It is noted that the RFS already indicates a maximum of 100 points for Evaluation Criteria and all applicants' scores from that review will be carried forward in calculating the final rankings of the short-listed candidates.

## V. Next Meetings

OPM Subcommittee Wednesday, January 25, 2017 at 7:30 a.m.  
BHSBC Thursday, February 2, 2017 at 7:30 a.m.  
OPM Subcommittee Wednesday, February 8, 2017 at TBD

## VI. Related Meeting Documents

1. Request for OPM Services
2. Draft Evaluation Criteria matrix

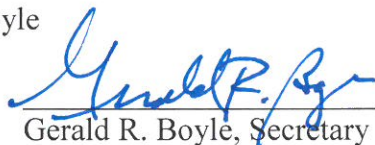
## VII. Adjournment

The meeting was ended at 9:15 a.m. by Bill Lovallo.

Respectfully submitted by:

Gerald R. Boyle

Approved:

  
Gerald R. Boyle, Secretary

1/30/17  
Date

# REQUEST FOR OWNER'S PROJECT MANAGEMENT SERVICES (RFS)

## 1. Introduction

The Town of Belmont, ("Owner") is seeking the services of a qualified "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 **Belmont High School** ("School") in **Belmont, Massachusetts** ("Project").

The Owner is requesting the services of an Owner's Project Manager 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, 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 \$140,000,000 to \$210,000,000 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

Belmont is a suburban community located in the heart of the Greater Boston Metropolitan Area. Belmont consists of only 4.655 square miles and is known to longtime residents as the "Town of Homes". Belmont is only 8 miles from downtown Boston and is situated on Cambridge's western border. Belmont is also bordered by Watertown, Lexington, Arlington and Waltham.

The Town of Belmont has six public schools: four K-4 elementary buildings, one 5-8 middle school and one 9-12 high school. The Town of Belmont has submitted a Statement of Interest (SOI) to the MSBA each year since 2004; the year in which the Town also commissioned a Master Plan to be conducted. The high school's facility related deficiencies were pointed out in the 2002 and 2012 NEASC Accreditation visits. At that time the Town wanted to upgrade the infrastructure needs in the high school as well as the teaching and learning spaces – specifically in the area of science. Since 2012, the Town has experienced a significant and consistent increase in enrollment, averaging over 100 additional students per year. The increase in enrollment challenge heightened the need to address the space and learning needs of Belmont High School; but also explore the possibility of shifting grade configurations to solve overflowing enrollments at all three levels of the district. Given the growing enrollment challenges across the Pre K-12 district the school department contracted the services of an architectural firm to analyze enrollment trends, space utilization within our current foot print and explore potential solutions. This work has been completed. At the present time all six schools are at or above capacity. In these circumstances the Belmont High School Building Committee is seeking to increase the districts capacity with this Belmont High School project by exploring three grade configurations. Those configurations are 9-12, 8-12, and 7-12.

Historical documents, including a copy of the Master Plan, are available on the Belmont High School Building Committee website <http://www.belmont-ma.gov/belmont-high-school-building-committee/pages/public-documents>.

### **3. Project Description, Objectives and Scope of Services**

On or about March 31, 2015, the Owner submitted a Statement of Interest (Attachment A) to the MSBA for Belmont High 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 November 9, 2016 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.

It is anticipated that the feasibility study will review the problems identified in the Statement of Interest at the Belmont High School.

The existing Belmont High School located at 221 Concord Avenue, Belmont, MA was constructed as a new building and opened in 1970 with total square footage of 257,120 on the existing location consisting of 33 acres. The building consists of two levels constructed with steel framing supporting concrete slabs with extensive use of cementitious fire proofing containing asbestos. A significant portion of the building was constructed on top of the Town's former landfill. There have been no additions or major renovations since it opened. Infrastructure is original equipment with the exception of all HVAC units on the roof of the building, the heating system conversion to gas and replacement of the Fire Alarm system.

There is a storm water retention pond located at the site, which periodically overflows, resulting in flooding in the parking lot and portions of the school building. The site contains athletic and practice fields, tennis courts, and an artificial turf field with track and stands, as well as modular classrooms in use on the site adjacent to the High School. Abutters include the MBTA, residential and business districts.

As indicated in the Statement of Interest submitted to the MSBA, a Master Plan and Feasibility Study for Renovations to the Belmont High School was issued by Design Partnership of Cambridge. That report made the following observations about the building enclosure. Belmont High School was designed by the architectural firm of KLQ of Foxboro, MA. The building is a steel and concrete frame supporting brick exterior walls with precast concrete trim, and brick and other masonry is used extensively on the interior. The existing high school has an indoor pool, a field house which has new flooring installed over the most recent two years.

The current grade structure is 9 through 12 with an enrollment of 1,285 students for this school year. The grade configurations proposed to be considered for the feasibility study are the following:

- 9-12 with a design enrollment of 1,470
- 8-12 with a design enrollment of 1,845
- 7-12 with a design enrollment of 2,215

As reported in the Statement of Interest, the delivery of instruction and assessment of students has been impacted by the increased enrollment and the need to upgrade the building as has the School's ability to accommodate the appropriate educational setting for students. Because of limited classroom space, the number of teachers sharing rooms has increased and students are being taught in modified classroom spaces.

The priorities of the Belmont School District for the Belmont High School as identified in the Statement of Interest are as follows:

- Elimination of existing severe overcrowding resulting from enrollment at Belmont High School has increased by 117 students over the past five years;
- Prevention of the loss of accreditation – based on facilities-related conditions cited in the most recent report from the New England Association of Schools and Colleges (NEASC), dated February 22, 2013;
- Prevention of severe overcrowding expected to result from increased enrollments – based on a projected increase of an additional 408 students district-wide by 2019;
- 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 resulting from most of system components being original to the building and in need of replacement; and
- Replacement of or addition to obsolete buildings in order to provide for a full range of programs consistent with state and approved local requirements to alleviate the number of spaces that have needed to be repurposed for instructional programs that are different from their original intent.

Project Objectives under consideration by the Owner include:

- Identification of community concerns that may impact study options in addition to others include environmental impact from prior uses of the property, limitations on possible expansion of the site, reconfiguration of outdoor athletic spaces, grade configuration, phased construction and occupied educational space with construction during any portion of the school year, enrollment District-wide;
- Identification of specific milestone requirements and/or constraints of the District include the vote of Town for a Debt Exclusion, swing space, occupancy issues;
- Life cycle costs of operating the School as it relates to future operational budgets;
- Northeast Collaborative for High Performance Schools (NE-CHPS) criteria or US Green Building Council's LEED for Schools (LEED-S) Rating System
- CM-at-Risk Delivery Method.

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 (the "Standard Contract") 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 | 12 – 15 months |
| 3. Construction Phase.  | 24 – 36 months |



#### **4. Minimum Requirements and Evaluation Criteria:**

##### Minimum Requirements:

In order to be eligible for selection, each Respondent must certify in its cover letter 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, will 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 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 5 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 7 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:

- 1) Past performance of the Respondent, if any, with regard to public, private, DOE 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; **(Max. point value 10)**
  - b) Satisfactory working relationship with designers, contractors, Owner, the MSBA and local officials. **(Max. point value 10 )**
- 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. **(Max. point value 5)**
- 3) Thorough knowledge of Commonwealth construction procurement laws, regulations, policies and procedures, as amended by the 2004 Construction Reform laws, including knowledge and experience with CM-At-Risk Procurement methodology. **(Max. point value 5)**
- 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 for new construction of 367,000 square feet or renovation of 257,120 square feet; proposed project management systems; effective information management; and examples of problem solving approaches to resolving issues that impact time and cost. **(Max. point value 10)**
- 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. **(Max. point value 10)**
- 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. **(Max. point value 5)**
  - 7) Identify the Respondent's current and projected workload for projects estimated to cost in excess of \$1.5 million. **(Max. point value 5)**
  - 8) Familiarity with Northeast Collaborative for High Performance Schools (NE-CHPS) criteria or US Green Building Council's LEED for Schools (LEED-S) Rating System. Demonstrated experience working on high performance green buildings (if any), green building rating system used (e.g., NE-CHPS or 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 NE-CHPS or LEED-S prerequisites. **(Max. point value 5)**
  - 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. **(Max. point value 5)**
  - 10) Knowledge of the purpose and practices of the services of Building Commissioning Consultants. **(Max. point value 5)**
  - 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. **(Max. point value 5)**
  - 12) Demonstrated experience with phased occupied building construction and renovation projects including managing hazardous materials removal, integrating new and maintaining existing building systems. **(Max. point value 10)**
  - 13) Demonstrated experience with environmental regulations and building construction on sites regulated by Mass DEP. **(Max. point value 10)**

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 conduct reference checks, interviews with Respondents, and then establish its final ranking of the short-listed Respondents.

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 Request for Services, any addenda issued by the Owner, and the selected Respondent's response, will become part of the executed contract. The key personnel that the Respondent identifies in its response must be contractually committed for the Project. No substitution or replacement of key personnel or change in the Sub-consultants identified in the response shall take place without the prior written approval of the Owner 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 Belmont High School Building Committee Subcommittee will be responsible for initial review of the responses. The responses will be evaluated to determine if the minimum requirements as outlined in Section 4 above are met. Failure to meet the minimum requirements will disqualify the response from further consideration. Responses that meet the minimum requirements will be further evaluated by the evaluation criteria contained within. All scoring will be documented in writing.
- 2) The Belmont High School Building Committee Subcommittee members are William Lovallo, Pat Bruschi, Robert McLaughlin, Joel Mooney, Gerald Boyle and Phyllis Marshall who will rank the responses based on the weighted criteria identified in the previous Section of the RFS on individual scoring sheets and will short-list a minimum of three Responses. References will be checked for all short-listed firms. The short-list will be interviewed by the Subcommittee members who will recommend a top finalist to the Belmont High School Building Committee for approval. The Belmont High School Building Committee will recommend the finalist to the MSBA.
- 3) The invitation letter for interview will include an agenda that describes the interview process. Interviewees will be ranked on the following categories: Key personnel, experience with past, similar projects, references from past school building projects and answers to specific questions asked by the Belmont High School Building Committee Subcommittee.
- 4) The Owner will commence fee negotiations with the first-ranked selection.
- 5) The Owner will require the hourly rates and role for all proposed professional personnel assigned to the project by the first-ranked selection. The Owner will consider fee structures from similar projects from other awarded contracts.
- 6) 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.
- 7) First-ranked selection will be submitted to the MSBA for its approval.
- 8) The first-ranked selection 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.
- 9) The Owner may include its provisions to 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.

- January 11, 2017 Advertise RFS in Central Register of the Commonwealth of Massachusetts, COMMBUYS and the Belmont Citizen Herald.
- January 19, 2017 Informational meeting and site visit
- January 25, 2017 Last day for questions from Respondents
- February 1, 2017 Responses due at 3:00 PM
- February 9, 2017 Respondents short-listed
- February 15, 2017 Interview short-listed Respondents
- February 16, 2017 Interview short-listed Respondents
- March 2, 2017 Negotiate with selected Respondent
- March 8, 2017 Final selection submitted to the MSBA for review and approval
- April 3, 2017 OPM Review Panel Meeting
- April 4, 2017 Execute contract

Requests for Services may be obtained from  
Gerald R. Boyle, Director of Facilities  
19 Moore Street, Belmont, MA 02478  
617-993-2640  
[gboyle@belmont-ma.gov](mailto:gboyle@belmont-ma.gov).

On or after Wednesday, January 11, 2017 between 8:00AM and 4:00PM.

Any questions concerning this Request for Services must be submitted in writing to  
Gerald R. Boyle, Director of Facilities  
19 Moore Street, Belmont, MA 02478  
617-993-2640  
[gboyle@belmont-ma.gov](mailto:gboyle@belmont-ma.gov).

No later than Wednesday, January 25, 2017 at 4:00PM.

Sealed Responses to the Requests for Services for Owner's Project Manager Services must be clearly labeled "Owner's Project Management Services for Belmont High School" and delivered to  
Gerald R. Boyle, Director of Facilities  
19 Moore Street, Belmont, MA 02478  
617-993-2640

**no later than 3:00PM on Wednesday, February 1, 2017.** 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 21 (*Twenty-one*)<sup>1</sup> hard copies of the response to this Request for Services and one electronic version in PDF format on CD/thumb drive. 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 certifications;
- Must include the following information:
  1. Cover letter shall be a maximum of two pages in length and include:
    - a. An acknowledgement of any addendum issued to the RFS.
    - b. An acknowledgement that the Respondent has read the Request for Services. Respondent shall note any exceptions to the RFS in its cover letter.
    - c. An acknowledgement that the Respondent has read the Standard Contract. Respondent shall note any exceptions to the Standard Contract in its cover letter.
    - d. A specific statement regarding compliance with the minimum requirements identified in Item 4 of this Request for Services to include identification of registration, number of years of experience and where obtained (as supported by the resume section of Attachment 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 and D) 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 3 - 8½"x 11" pages, double-sided.**

## 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 Owner's Project Manager 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 Request for Services is:

Gerald R. Boyle, MCPPO, Director of Facilities  
19 Moore Street, Belmont, MA 02478  
617-993-2640  
[gboyle@belmont-ma.gov](mailto:gboyle@belmont-ma.gov).

Respondents that intend to submit a response are prohibited from contacting any of the Owner's staff and/or Belmont High School Building Committee members 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 Owner's Project Manager 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**

Historical documents are available on the Belmont High School Building Committee website: <http://www.belmont-ma.gov/belmont-high-school-building-committee/pages/public-documents>.

**ATTACHMENTS:**

Attachment A: Statement of Interest

Attachment B: Contract for Owner's Project Management Services

Attachment C: OPM Application Form - May 2008

Attachment D: Required Certifications –

- 1) Tax Compliance Statement Attestation;
- 2) Certificate of Authority; and
- 3) Affidavit of Non-Collusion

ATTACHMENT A  
STATEMENT OF INTEREST



## Massachusetts School Building Authority

---

### Next Steps to Finalize Submission of your FY 2015 Statement of Interest

Thank you for submitting your FY 2015 Statement of Interest (SOI) to the MSBA electronically. **Please note, the District's submission is not yet complete.** The District is required to print and mail a hard copy of the SOI to the MSBA along with the required supporting documentation, which is described below.

Each SOI has two Certification pages that must be signed by the Superintendent, the School Committee Chair, and the Chief Executive Officer\*. Please make sure that **both** certifications contained in the SOI have been signed and dated by each of the specified parties and that the hardcopy SOI is submitted to the MSBA with **original signatures**.

**SIGNATURES: Each SOI has two (2) Certification pages that must be signed by the District.**

In some Districts, two of the required signatures may be that of the same person. If this is the case, please have that person sign in both locations. Please do not leave any of the signature lines blank or submit photocopied signatures, as your SOI will be incomplete.

*\*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 as the chief executive office under the provisions of a local charter.*

**VOTES: Each SOI must be submitted with the proper vote documentation.** This means that (1) the required governing bodies have voted to submit each SOI, (2) the specific vote language required by the MSBA has been used, and (3) the District has submitted a record of the vote in the format required by the MSBA.

- **School Committee Vote:** Submittal of all SOIs must be approved by a vote of the School Committee.
  - For documentation of the vote of the School Committee, Minutes of the School Committee meeting at which the vote was taken must be submitted with the original signature of the Committee Chairperson. The Minutes must contain the actual text of the vote taken which should be substantially the same as the MSBA's SOI vote language.
- **Municipal Body Vote:** SOIs that are submitted by cities and towns must be approved by a vote of the appropriate municipal body (e.g., City Council/ Aldermen/Board of Selectmen) in addition to a vote of the School Committee.
  - Regional School Districts do not need to submit a vote of the municipal body.
  - For the vote of the municipal governing body, a copy of the text of the vote, which shall be substantially the same as the MSBA's SOI vote language, must be submitted with a certification of the City/Town Clerk that the vote was taken and duly recorded, and the date of the vote must be provided.

**CLOSED SCHOOLS: Districts must** download the report from the "Closed School" tab, which can be found on the District Main page. Please print this report, which then must be signed by the Superintendent, the School Committee Chair, and the Chief Executive Officer. A signed report, with original signatures must be included with the District's hard copy SOI submittal. **If a District submits multiple SOIs, only one copy of the Closed School information is required.**

**ADDITIONAL DOCUMENTATION FOR SOI PRIORITIES #1 AND #3:** If a District selects Priority #1 and/or Priority #3, the District is required to submit additional documentation with its SOI.

- If a District selects 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.
- If a District selects Priority #3, Prevention of a loss of accreditation, the MSBA requires the full accreditation report(s) and any supporting correspondence between the District and the accrediting entity.

**ADDITIONAL INFORMATION:** In addition to the information required with the SOI hard copy submittal, the District may also provide any reports, pictures, or other information they feel will give the MSBA a better understanding of the issues identified at a facility.

If you have any questions about the SOI process please contact Diane Sullivan at 617-720-4466 or [Diane.Sullivan@massschoolbuildings.org](mailto:Diane.Sullivan@massschoolbuildings.org).

## Massachusetts School Building Authority

---

School District Belmont

District Contact Anthony DiCologero TEL: (617) 993-5430

Name of School Belmont High

Submission Date 3/31/2015

---

### SOI CERTIFICATION

To be eligible to submit a Statement of Interest (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 municipally-owned or regionally-owned public school facility in the district that is currently used or will be used to educate public PreK-12 students and that the facility for which the SOI is being submitted does not serve a solely early childhood or Pre-K student population.
- After the district completes and submits this SOI electronically, the district must sign the required certifications and submit one signed original hard copy of the SOI to the MSBA, with all of the required documentation described under the "Vote" tab, on or before the deadline.
- 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 hard copy 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.
- On or before the SOI deadline, the district will submit the minutes of the meeting at which the School Committee votes to authorize the Superintendent to submit this SOI. The District will use the MSBA's vote template and the vote will specifically reference the school and the priorities for which the SOI is being submitted. The minutes will be signed by the School Committee Chair. This is required for cities, towns, and regional school districts.
- The district has arranged with the City/Town Clerk to certify the vote of the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body to authorize the Superintendent to submit this SOI. The district will use the MSBA's vote template and submit the full text of this vote, which will specifically reference the school and the priorities for which the SOI is being submitted, to the MSBA on or before the SOI deadline. This is not required for regional school districts.
- The district hereby acknowledges that this SOI submission will not be complete until the MSBA has received all of the required vote documentation and certification signatures in a format acceptable to the MSBA. If Priority 1 is selected, your Statement of Interest will not be considered complete unless and until you provide the required engineering (or other) report, a professional opinion regarding the problem, and photographs of the problematic area or system.

Name of School Belmont High

**Chief Executive Officer \***

Andrés T. Rojas

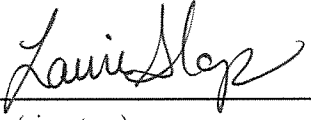
**School Committee Chair**

Laurie Q. Slap

**Superintendent of Schools**

John P. Phelan

Chair, Board of Selectmen



(signature)

(signature)

(signature)

Date 04/01/15

Date 4/1/15

Date 4/1/15

\* 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. Please do not leave any signature lines blank.

## Massachusetts School Building Authority

School District Belmont

District Contact Anthony DiCologero TEL: (617) 993-5430

Name of School Belmont High

Submission Date 3/31/2015

### Note

#### The following Priorities have been included in the Statement of Interest:

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 enrollments.
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 parties/governing bodies, in a specific 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 to the satisfaction of the MSBA.

Potential Project Scope: Renovation/ Addition

Is this SOI the District Priority SOI? YES

School name of the District Priority SOI: 2015 Belmont High

Is this part of a larger facilities plan? YES

If "YES", please provide the following:

Facilities Plan Date: 10/15/2004

Planning Firm: Design Partnership of Cambridge, Inc.

Please provide an overview of the plan including as much detail as necessary to describe the plan, its goals and how the school facility that is the subject of this SOI fits into that plan:

Since 2004, the district has adjusted the plan as follows: The overall increase in the Belmont Public School (BPS) enrollment is a major concern for the district. BPS has seen an increase of 317 and is projected to see at least a total of 725 new students over a ten year period. This projection does not take into effect two building projects within the Town that when completed would bring over 400 units of living space (via apartments and condominiums) to Belmont. The district has completed several research studies to analyze this K-12 dilemma, and one option is to relieve pressure on our overcrowded middle school (serving over 1300 students in grades 5-8) by proposing a high school plan (SOI) to the MSBA that would involve an 8-12 high school facility. Thus, solving two problems (overcrowded middle school, overcrowded and decrepit high school) with one building program. 1. Goal One – solve issue of over enrollment at the middle school and high school. 2. Goal Two – increase learning space for high school. 3. Goal Three – utilization of space at high school in a collaborative 21st Century learning model. 4. Goal Four – provide adequate science / STEM space for students and programs. 5. Goal Five – increase the quality of every aspect of the high school facility.

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

**Please provide the originally planned student to teacher ratios at the school facility that is the subject of this SOI: 16 students per teacher**

**Does the District have a Master Educational Plan that includes facility goals for this building and all school buildings in District? YES**

**If "YES", please provide the author and date of the District's Master Educational Plan.**

ARCADD, Inc. dated April 23, 1999.

**Is there overcrowding at the school facility? YES**

**If "YES", please describe in detail, including specific examples of the overcrowding.**

Over a 5 years period, Belmont Public Schools, K-12, has seen an increase in enrollment. Specifically, Belmont High School has seen an increase the past three years and anticipates the growth to continue. Below are the aggregate increases over a 5 year period:

**Belmont Public Schools K-12 Enrollment**

Date - Enrollment - Difference year-to-year

Oct. 1 1009 3905

Oct. 1, 2010 3877 - 28

Oct. 1, 2011 3900 - 23

Oct. 1, 2012 3994 - 94

Oct. 1, 2013 4136 - 42

Oct. 1, 2014 4222 - 86

\*Difference, 2009-2014 - 317

**Belmont Public Schools k-12 Projected Enrollment Based on NESDEC Plus 30 Index**

Date Enrollment - Difference 2014-2019

Oct. 1 2019 4630 - 408

**Belmont High School Enrollment**

Date - Enrollment - Difference year-to-year

Oct. 1, 2009 1119

Oct. 1, 2010 1104 - 15

Oct. 1, 2011 1083 - 21

Oct. 1, 2012 1120 - 37

Oct. 1, 2013 1183 - 63

Oct. 1, 2014 1236 - 53



Because of the increasing enrollment at Belmont High School, the delivery of instruction, and the ability to assess students has been negatively impacted as well as simply accommodating the appropriate educational setting for students. For example, when students are not scheduled for a class, they are allowed to meet with teachers, go to the library or cafeteria. Since the increase in enrollment and the limited facility space available to students, the library will often reach full capacity and be forced to close the doors to additional students. Students will often wait outside the library and wait for other students to exit the space before being allowed to enter.

To help provide additional study space for students during the school day, the Little Theater has been made available. This space traditionally has been reserved for performances, class presentations and lectures only. When the room is not occupied, students are allowed to use the space to socialize and complete their school work. Unfortunately, the space is not supervised, and the administration frequently needs to limit the access to students.

To assist in alleviating the school's overcrowding problem, 30 benches have been purchased and placed in the hallway for students to access. The benches are utilized every period of the day and has only shifted the student overflow concerns to the hallways.

For the past several years, Belmont High School has offered open campus to seniors who meet the academic, attendance and discipline criteria. Students who meet the criteria are allowed to leave school during their free time. To help address the student overcrowding concerns, open campus was extended to the junior class. Offering open campus to the both seniors and juniors has assisted in managing the overcrowding concerns during the school day. Many teachers are teaching in different classrooms instead of delivering instruction in one classroom.

Because of the limited classroom space, the number of teachers sharing rooms has increased. Below are the statistics for the past two years:

Year - # of Teachers - # of Rooms  
2013-2014 - 9 Taught in 2 classrooms  
2013-2014 - 2 Taught in 3 classrooms  
  
2014-2015 - 13 Taught in 2 classrooms  
2014-2015 - 3 Taught in 3 classrooms

As a direct result of the enrollment increase and limited facility space, teaching and learning has been impacted. Teachers are restricted in delivering their instruction, the number of assessments, and covering the required amount of curriculum. To accommodate the increase in enrollment, students are being taught in modified classroom spaces. Below are some examples:

Original classrooms converted to smaller classroom to add additional space  
1970's stadium style classrooms designed originally for science lecture rooms now accommodate wellness classes  
An originally designed garage attached to the building has been converted to a large orchestra and music classroom

The current confinements do not support faculty and staff in meeting the school-wide expectations for students in providing a 21st century education to prepare students for college and career ready.

Each faculty and staff department is segregated from each other. As a result, faculty and staff are not afforded the opportunity to communicate and collaborate. Teachers often make a strong attempt to work with each other but are faced with facility challenges, i.e., limited classroom space, no school-wide faculty and staff room, limited computer space rooms, no collaborative teacher work rooms.

**Has the district had any recent teacher layoffs or reductions?** YES

**If "YES", how many teaching positions were affected?** 10

**At which schools in the district?** All schools in the district

**Please describe the types of teacher positions that were eliminated (e.g., art, math, science, physical education, etc.).**

No recent layoffs have occurred. However, there is an override question on the ballot for 4/7/15. If passed, no layoffs will occur. If not passed, 10.5 teaching FTEs will be eliminated in music, PE, english, math, science, social stud., and reading.

**Has the district had any recent staff layoffs or reductions? YES**

**If "YES", how many staff positions were affected? 14**

**At which schools in the district? All schools in the district**

**Please describe the types of staff positions that were eliminated (e.g., guidance, administrative, maintenance, etc.).**

No recent layoffs have occurred. However, there is an override question on the ballot for 4/7/15. If passed, no layoffs will occur. If not passed, 14 non-teaching FTEs will be eliminated in admin., clerical, guidance, aides, library, and custodial.

**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.**

High School Impact is as follows: FTE Reduction 4.8. Reductions in ELA and math will result in average class size of 27 students. Reductions in science and social studies will not allow any student to take an additional course in these areas, only seniors looking for a 5th course. Reductions will result in the loss of all 5th year courses – cutting AP courses in Chinese, Spanish, Latin, and French AP and Honors. Reductions will result in the loss of all third year art. Open campus extended to juniors starting in September. Increased amount of “frees” housed in the cafeteria, library and halls. Twelfth graders will only be allowed to take 5 classes, 11th - 5 ½, and 10th - 6. Many teachers are teaching in different classrooms instead of delivering instruction in one classroom. In 2013-14, 9 teachers taught in 2 classrooms and 2 teachers taught in 3 classrooms. In 2014-15, 13 teachers taught in 2 classrooms and 3 teachers taught in 3 classrooms.

**Please provide a detailed description of your most recent budget approval process including a description of any budget reductions and the impact of those reductions on the district's school facilities, class sizes, and educational program.**

There is an override question on the ballot on 4/7/15, which will directly affect the FY16 Budget. If the override is not passed the district will need to manage a \$1.7 Million shortfall for FY16. There will be 24.6 FTEs eliminated including 10.5 teaching FTEs in the areas of music, physical education, English, math, science, social studies, foreign language, art, reading, and preschool. Also, 14.1 non-teaching FTEs will be eliminated if the override is not passed in clerical support, instructional aides, assistant principal, guidance counselors, science coordinator, science curriculum director, library aides, custodian, and physical therapist positions. In this scenario, non-salary reductions will be in instructional supplies and materials, professional development, facilities maintenance and repairs. These reductions will negatively impact the district's ability to maintain school facilities; will increase class size -- and more dramatically increase student to instructional staff ratio regardless of class size by reducing aides at the elementary level -- and eliminate some course offerings at the secondary level. If the override is passed on 4/7/15, no budget-driven reductions would be anticipated. Ten additional FTEs would be hired throughout the district to address growing enrollment. Facilities spending would increase modestly to address maintenance and repairs in school buildings.

## 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 (maximum of 5000 characters).

Belmont High School was constructed as a new building on a vacant site and opened in 1970. There have been no additions or major renovations since it opened. The existing infrastructure is original equipment with the exception of replacement of all HVAC units on the roof of the building.

**TOTAL BUILDING SQUARE FOOTAGE:** Please provide the original building square footage PLUS the square footage of any additions.

257120

**SITE DESCRIPTION:** Please provide a detailed description of the current 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 facility. What is the use(s) of this building(s)? (maximum of 5000 characters).

Belmont High School was constructed on the present 33 acre site and opened in 1970. A field house (which provides locker room space) and an ice rink are also on the high school property as separate, stand-alone buildings. There is a retention pond located on the site, which periodically overflows, resulting in flooding in the parking lot and in portions of the school building.

**ADDRESS OF FACILITY:** Please type address, including number, street name and city/town, if available, or describe the location of the site. (Maximum of 300 characters)

221 Concord Avenue, Belmont, MA 02478

**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).

In October, 2004 a Master Plan and Feasibility Study for Renovations to Belmont High School was issued by Design Partnership of Cambridge. That report made the following observations about the building enclosure. Belmont High School was designed by the architectural firm of KLQ of Foxboro, Massachusetts. The building is a steel and concrete frame supporting brick exterior walls with precast concrete trim, and brick and other masonry is used extensively on the interior also. The construction is, overall, substantial. DPC's evaluation shows that all elements of the exterior envelope, with the exception of the roof, are due for either replacement (e. g. all classroom windows) or repair.

**Has there been a Major Repair or Replacement of the EXTERIOR WALLS?** YES

**Year of Last Major Repair or Replacement:(YYYY)** 2012

**Description of Last Major Repair or Replacement:**

A building envelope study conducted by the engineering firm of Russo, Barr Associates in 2006 recommended the repointing of all masonry walls, replacing deteriorating steel lintels and replacing metal panel systems at the High School, at an estimated cost of \$370,000. At the annual Town Meeting in April 2008, the Town approved \$81,000 to begin the first phase of that project, which has been completed. The overall project has been completed.

**Roof Section** A

**Is the District seeking replacement of the Roof Section?** YES

**Area of Section (square feet)** 150000

**Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe))**

Sarnafil membrane roof

**Age of Section (number of years since the Roof was installed or replaced)** 19

**Description of repairs, if applicable, in the last three years. Include year of repair:**

Minor isolated repairs only

**Window Section A**

**Is the District seeking replacement of the Windows Section?** YES

**Windows in Section (count)** 150

**Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe))**

Existing windows are original to the building. They are fixed glass with hopper-style vents

**Age of Section (number of years since the Windows were installed or replaced)** 45

**Description of repairs, if applicable, in the last three years. Include year of repair:**

Reglazing of exterior extrusions. Translucent panels in the athletic wing of the building were replaced over a multi-year phase-in, completed in FY11.

**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).**

From the October 2004 Master Plan, Design Partnership of Cambridge made the following observations about the mechanical and electrical systems. Virtually all components of the building's mechanical and electrical systems need attention. They are all, with minor exceptions, original equipment and have exceeded their design life expectancy. The boilers are oil-fired steam, feeding roof mounted air handling units directly and supplying hot water via converters to unit ventilators on the periphery of the building. Steam systems are very difficult to control. The building's electrical system is also original equipment, with the exception of some upgrades to the tel/data network made necessary by changing technologies. DPC's consultant electrical engineers and RDK Engineers, noted that the then 30-year old power distribution system is beyond its expected useful life. In addition to an increased frequency of component failures, replacement parts are becoming more scarce with time.

**Boiler Section 1**

**Is the District seeking replacement of the Boiler?** YES

**Is there more than one boiler room in the School?** NO

**What percentage of the School is heated by the Boiler?** 100

**Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other)**

Dual fuel capacity (natural gas and oil). Natural gas is used as the primary heating source

**Age of Boiler (number of years since the Boiler was installed or replaced)** 45

**Description of repairs, if applicable, in the last three years. Include year of repair:**

The three boilers in the boiler room are original to the building. In FY14 all three boilers were retrofitted with dual fuel burners.

**Has there been a Major Repair or Replacement of the HVAC SYSTEM?** YES

**Year of Last Major Repair or Replacement:(YYYY)** 2014

**Description of Last Major Repair or Replacement:**

The basic HVAC system consists of unit ventilators providing heat and outdoor air to most spaces that border an exterior wall, and sixteen rooftop air handling units providing heat, outdoor air and cooling in some interior spaces. In 2006, as part of a townwide Energy Service Company (ESCO) project, six of the rooftop units were replaced. At the annual Town Meeting in April 2007, \$1,000,000 was authorized for borrowing to fund the replacement of the ten remaining rooftop units. That project was completed in 2008. Repair and upgrading of unit ventilators in classrooms is being performed and is currently ongoing.

In 2014 an air exhaust evacuation system was installed in the indoor pool area located in the athletics wing of the building.

**Has there been a Major Repair or Replacement of the ELECTRICAL SERVICES AND DISTRIBUTION SYSTEM? NO**

**Year of Last Major Repair or Replacement:(YYYY) 1970**

**Description of Last Major Repair or Replacement:**

The majority of the electrical system is original to the building. Only minor replacement of some subpanels has occurred.

**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).**

From the October 2004 Master Plan and Feasibility Study for Renovations to Belmont High School, Design Partnership made the following observations about the building interior. The quality of interior finish is high with many high-use areas featuring quarry tile flooring and other low maintenance materials. Besides employing exclusively non-combustible materials, the design made liberal use of spray-on fireproofing, whose asbestos-content will add to the difficulty and cost of repair and renovation work. The interior finishes are tired. Floor tiles throughout the building contain asbestos. Although this material poses no threat until it is disturbed, it must be removed and replaced as part of any meaningful renovation program. Above the suspended ceilings, structural beams are treated with asbestos containing spray-on fire retardant. The vast majority of the suspended ceiling tiles are original to the building and have started to deteriorate. While the ceiling tiles themselves do not contain asbestos, a number have fallen out of the ceiling and have been replaced. This is an ongoing operational task that has a financial impact to the district. Most other finished areas will be disturbed by necessary work to address barrier-free access or by re-planning spaces for more effective and efficient use by evolving educational and support programs.

**PROGRAMS and OPERATIONS: Please provide a detailed description of the current programs offered and grades served, and indicate whether there are program components that cannot be offered due to facility constraints, operational constraints, etc. (maximum of 5000 characters).**

Belmont High School offers a core academic program focused on college preparatory. Each year approximately 90% of the graduates go on to 4 year schools, 4% go on to two year schools, 1% go on to prep schools or gap year, 1% go into the military or employment, and 4% are categorized as "other". Students must meet the following graduation requirements:

- \* 4 years of English
- \* 4 years of math
- \* 4 years of science
- \* 3 years of social studies
- \* 2 years of a foreign language
- \* 1 year of fine and performing arts
- \* 4 years of physical education
- \* senior thesis
- \* 40 hours of community service

With an emphasis on preparing students for college, there are limited offerings for students to pursue an area of interest, i.e., industrial arts, business, graphic design, etc. The physical constraints of the facility allow limited flexibility for students to partake in exploratory electives. Over the years, space has been modified to allow programs to be introduced. For example, the garage space has been converted over to an orchestra and chorus room, home economics rooms have been converted into art rooms, classrooms have been divided up to create small learning community centers for special education, office space has been converted over to a English Language Learner (ELL) classroom, science stadium seating lecture halls have been converted over to wellness classrooms, and storage and office space has been converted over to the METCO student workroom/directors office.

The New England Association of Schools and Colleges (NEASC) report of 2002 and 2013 both identified the limited space at Belmont High School as negatively impacting the delivery of instruction and curriculum. As a result, Belmont High School was placed on warning for facilities in 2002 and 2013. Since the building poses an obstacle to properly deliver a 21st century education, Belmont High School was also placed on warning in the area of curriculum. Even though

modifications have been made to classroom space, Belmont High School remains on warning in the area of facilities and curriculum.

**CORE EDUCATIONAL SPACES: Please provide a detailed description of the Core Educational Spaces within the facility, a description of the number and sizes (in square feet) of classrooms, a description of science rooms/labs including ages and most recent updates, a description of the cafeteria, gym and/or auditorium and a description of the media center/library (maximum of 5000 characters).**

A detailed description of every instructional space can be found within the 2004 Master Plan, a hardcopy of which has been filed with the MSBA with the original SOI for Belmont High School. These "ed specs" note there are 36 general classrooms, most of which are approximately 750 square feet. There are also 27 specialized teaching classrooms: 4 Physics, 5 Biology, 3 Chemistry, 4 Art, 3 Music 2 Wellness, 6 Special Education.

The science labs range from 1,161 square feet to 1,445 square feet. Two earth science labs are 930 square feet each. The Library & Media Center has a combined space of 5,964 square feet. All of these spaces are original to the 1970 construction with very little modification.

**CAPACITY and UTILIZATION: Please provide a detailed description of the current capacity and utilization of the school facility. If the school is overcrowded, please describe steps taken by the administration to address capacity issues. 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).**

The current building is over-subscribed at an enrollment of 1,235 students, limiting our capacity to deliver a 21st Century education. Over the next 10 years, district projections anticipate a student enrollment of 1,420.

Many teachers are teaching in different classrooms instead of delivering instruction in one classroom. In the 2013-2014 School Year, nine teachers taught in two different classrooms; two teachers taught in three different classrooms. Currently at Belmont High School, 13 teachers teach in two different classrooms; three teachers teach in three classrooms.

Please see the list of spaces repurposed below:

Wellness & social studies classes are held in a stadium/lecture setting which does not support differentiated instruction and 21st century learning expectations for BHS

Science labs are being conducted in general classrooms that were not designed as science labs

Full classes (30+ students) are held in smaller modified classrooms

Orchestra chorus classes are held in a garage area of the building

Science teachers lab preparation rooms are used for storage of science equipment and supplies, which prevents teachers from using those rooms for lab preparation

Ceramic classes are being held in previous home economics rooms

The Campus Alternative Program now occupies previous home economics rooms and a converted storage room

Two library/Media rooms are used for storage

METCO student work room was previously a storage room

ELL classrooms were previously an office and teacher work space



Music technology class is taught in a previous piano practice room

Weight room is housed in a former classroom

**MAINTENANCE and CAPITAL REPAIR: Please provide a detailed description of the district's current maintenance practices, 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).**

The district utilizes a contracted cleaning company to perform a clearly-defined and detailed list of tasks on a daily basis. The maintenance of the building systems is part of a districtwide program of preventative maintenance. The district maintenance and custodial staff have a scheduled checklist of items for servicing all motors and other elements of the systems. The District uses outside vendors for regular preventative maintenance and unscheduled repairs to HVAC, elevator and fire protection systems. Breakdowns are reported to the Town/School consolidated Facilities Department through the use of a computerized work order system. The Town budgets major capital repairs through a Capital Budget Committee separate from the operating budgets. As mentioned above, over the past few years, funds have been appropriated, or borrowing approved, at the annual Town Meeting for the rooftop HVAC replacements, the building envelope study, translucent panel replacements in the gymnasium and field house, and tennis court resurfacing on the grounds of the High School. None of these Capital Budget items required an override or debt exclusion.

**Priority 2**

***Question 1: Please describe the existing conditions that constitute severe overcrowding.***

*The overall increase in the Belmont Public School (BPS) enrollment is a major concern for the district. BPS has seen an increase of 317 and is projected to see at least a total of 800 new students over a ten year period (2009-2019). This projection does not take into effect two building projects within the Town that when completed would bring over 400 units of living space (via apartments and condominiums) to Belmont. The district has organized several research groups to analyze this K-12 dilemma, and one option is to relieve pressure on our overcrowded middle school (serving over 1300 students in grades 5-8) by proposing a high school plan (SOI) to the MSBA that would involve an 8-12 high school facility. Thus, solving two problems (overcrowded middle school, overcrowded and decrepit high school) with one building program.*

*Additionally the district is experiencing an increase in international students which presents two pressures on the district. The first pressure is that the increase of international students is far more complicated to project. This projection is out of the scope of our traditional New England School Development Council (NESDEC) birth rate model – therefore the district has great concern for repeated surges in enrollment. Secondly, a corresponding impact to the district is that the ELL population has spiked (from 91 in 2008 to 220 in 2014) thus creating the need for small group instructional spaces (per DESE mandated policy) for these students.*

*The concerning condition to the community and the district is that enrollment at all three levels of the district is growing rapidly. The makeup of the district is four elementary schools (K-4), one middle school (5-8) and one high school (9-12). The SOI for the high school will hopefully address the 9-12 concerns and potentially the middle school overcrowding by housing grade 8 at BHS. The additional concern for the district is that the schools will need to provide modular classrooms and most likely permanent additions to two of its elementary schools.*

*There are many potential reasons for this increase in enrollment, from proximity to Boston/Cambridge, Level One school district status, and the overall attractiveness of the Belmont community.*

**Priority 2**

***Question 2: Please describe the measures the School District has taken to mitigate the problem(s) described above.***

Throughout the district each of the six schools has re-purposed space within their buildings. Library space, computer labs, office space, and conference rooms are taken and converted to full and small groups spaces to accommodate the increase in overall enrollment and the subsequent increase in special education and ELL students. This puts the district in the conflict of needing full classroom space and small pullout space to comply with the ELL state mandated 2.5 hours of pullout instruction for this population of students.

At Belmont High specifically, the re-purposing of classrooms is significant. From redesigning the library to hold four classroom and/or multipurpose spaces, to putting benches in the hallways to give places for students to go during free periods.

Because of the increasing enrollment and facility concerns at Belmont High School, the delivery of instruction, the ability to assess students and to simply accommodate the appropriate educational setting for students to be college and career ready, has negatively impacted the delivery of a 21st century education at Belmont High School.

For example, when students are not scheduled for a class, they are allowed to meet with teachers, go to the library or cafeteria. Since the increase in enrollment and the limited facility space available to students, the library will often reach full capacity and be forced to close the doors to additional students. Students will often wait outside the library and wait for other students to exit the space before being allowed to enter.

To help provide additional study space for students during the school day, the Little Theater has been made available. This space traditionally has been reserved for performances, class presentations and lectures only. When the room is not occupied, students are allowed to use the space to socialize and complete their school work. Unfortunately, the space is not supervised and the administration frequently needs to limit the access to students.

To assist in alleviating the school's overcrowding problem, 30 benches have been purchased and placed in the hallway for students to access. The benches are utilized every period of the day and have only shifted the student overflow concerns to the hallways.

For the past several years, Belmont High School has offered open campus to seniors who meet the academic, attendance and discipline criteria. Students who meet the criteria are allowed to leave school during their free time. To help address the student overcrowding concerns, open campus was extended to the junior class. Offering open campus to the both seniors and juniors has assisted in managing the overcrowding concerns during the school day.

*Belmont High School is oversubscribed at the present time. Many teachers are teaching in different classrooms instead of delivering instruction in one classroom. Thirteen teachers share two classrooms and 3 teachers share 3 classrooms. Similar issues arise at our middle school as well. Belmont High School will explore modular classrooms for the 2015/16 school year and will need more modular classrooms for the next five years until a more permanent solution is adopted. Two of our four elementary schools as well as our middle school will have modular classrooms by the 2016/17 school year. For the 2015/16 school year all three levels will share space, provide instruction in non-classroom space like hallways and continue to parcel out space for small group instruction by taking space from the libraries and offices.*

*Currently the high school has an overcrowded library (student center), benches in the hallway, and a full cafeteria utilized by students during the day.*

Because of the limited classroom space, the number of teachers sharing rooms has increased. Below are the statistics for the past two years:

Year # of Teachers # of Rooms

2013-2014 9 Taught in 2 classrooms

2013-2014 2 Taught in 3 classrooms

2014-2015 13 Taught in 2 classrooms

2014-2015 3 Taught in 3 classrooms

As a direct result of the enrollment increase and limited facility space, teaching and learning has been impacted. Teachers are restricted in delivering their instruction, number of assessments, and covering the required amount of curriculum. To accommodate the increase in enrollment, students are being taught in modified classroom space. Below are some examples:

1. Original classrooms converted to smaller classroom to add additional space
2. 1970's stadium style classrooms designed originally for science lecture rooms now accommodate wellness classes
3. An originally designed garage attached to the building has been converted to a large orchestra and music classroom
4. Former home economics class rooms have been converted over to art and alternative learning rooms

In 1970, the model for new schools was to create a design which departmentalized the different content areas. Each area has a department office and the subject classes in that wing of the school. As a result of the segregated areas, faculty and staff are not afforded the opportunity to communicate and collaborate with other teachers from different departments. Teachers often make a strong attempt to work with each other but are faced facility challenges i.e. limited classroom space, no school-wide faculty and staff room, limited computer space rooms, no collaborative teacher work rooms.

Below are specific limitations impacting the delivery of a 21st century education

\*Limits to differentiated instruction

\*Limits to the development of 21 Century Learning Skills

\* Limits the ability to meet the Belmont High School student expectations (Communicate, Collaborate, Creativity, Critical Thinking)

\*Limits to the implementation of a student-centered learning environment

\*Limits to the capacity for students and teachers to engage in collaborative work teams, thereby impacting the social-emotional development of students

\*Limits the cross curricular collaboration in developing the curricular (inquiry and problem-solving, higher order thinking, cross-disciplinary learning, authentic learning opportunities both in and out of school, development of heterogeneity classes)

\*Limits teachers ability to personalize instruction

\*Limits opportunities to engage students in cross-disciplinary learning, become active and self-directed learners

\*Limits teachers from organizing group learning activities

\*Limits teachers from engaging in cross-curricular discourse on instructional practices

**Priority 2**

***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.***

Students are not engaged in the presence of an educator during every instructional period of the school day.

Throughout the district each of the six schools has re-purposed space within their buildings. Library space, computer labs, office space, and conference rooms are taken and converted to full and small groups spaces to accommodate the increase in overall enrollment and the subsequent increase in special education and ELL students. This puts the district in the conflict of needing full classroom space and small pullout space to comply with the ELL state mandated 2.5 hours of pullout instruction for this population of students.

At Belmont High specifically, the re-purposing of classrooms is significant. From redesigning the library to hold four classroom and/or multipurpose spaces, to putting benches in the hallways to give places for students to go during free periods.

Because of the increasing enrollment and facility concerns at Belmont High School, the delivery of instruction, the ability to assess students and to simply accommodate the appropriate educational setting for students to be college and career ready, has negatively impacted the delivery of a 21st century education at Belmont High School.

For example, when students are not scheduled for a class, they are allowed to meet with teachers, go to the library or cafeteria. Since the increase in enrollment and the limited facility space available to students, the library will often reach full capacity and be forced to close the doors to additional students. Students will often wait outside the library and wait for other students to exit the space before being allowed to enter.

To help provide additional study space for students during the school day, the Little Theater has been made available. This space traditionally has been reserved for performances, class presentations and lectures only. When the room is not occupied, students are allowed to use the space to socialize and complete their school work. Unfortunately, the space is not supervised and the administration frequently needs to limit the access to students.

To assist in alleviating the school's overcrowding problem, 30 benches have been purchased and placed in the hallway for students to access. The benches are utilized every period of the day and have only shifted the student overflow concerns to the hallways.

For the past several years, Belmont High School has offered open campus to seniors who meet the academic, attendance and discipline criteria. Students who meet the criteria are allowed to leave school during their free time. To help address the student overcrowding concerns, open campus was extended to the junior class. Offering open campus to the both seniors and juniors has assisted in managing the overcrowding concerns during the school day.

*Belmont High School is oversubscribed at the present time. Many teachers are teaching in different classrooms instead of delivering instruction in one classroom. Thirteen teachers share two classrooms and 3 teachers share 3 classrooms. Similar issues arise at our middle school as well. Belmont High School will explore modular classrooms for the 2015/16 school year and will need more modular classrooms for the next five years until a more permanent solution is adopted. Two of our four elementary schools as well as our middle school will have modular classrooms by the 2016/17 school year. For the 2015/16 school year all three levels will share space, provide instruction in non-classroom space like hallways and continue to parcel out space for small group instruction by taking space from the libraries and offices.*

*Currently the high school has an overcrowded library (student center), benches in the hallway, and a full cafeteria utilized by students during the day.*

Because of the limited classroom space, the number of teachers sharing rooms has increased. Below are the statistics for the past two years:

Year # of Teachers # of Rooms

2013-2014 9 Taught in 2 classrooms  
 2013-2014 2 Taught in 3 classrooms

2014-2015 13 Taught in 2 classrooms  
 2014-2015 3 Taught in 3 classrooms

As a direct result of the enrollment increase and limited facility space, teaching and learning has been impacted. Teachers are restricted in delivering their instruction, number of assessments, and covering the required amount of curriculum. To accommodate the increase in enrollment, students are being taught in modified classroom space. Below are some examples:

1. Original classrooms converted to smaller classroom to add additional space
2. 1970's stadium style classrooms designed originally for science lecture rooms now accommodate wellness classes
3. An originally designed garage attached to the building has been converted to a large orchestra and music classroom
4. Former home economics class rooms have been converted over to art and alternative learning rooms

In 1970, the model for new schools was to create a design which departmentalized the different content areas. Each area has a department office and the subject classes in that wing of the school. As a result of the segregated areas, faculty and staff are not afforded the opportunity to communicate and collaborate with other teachers from different departments. Teachers often make a strong attempt to work with each other but are faced facility challenges i.e. limited classroom space, no school-wide faculty and staff room, limited computer space rooms, no collaborative teacher work rooms.

Below are specific limitations impacting the delivery of a 21st century education

\*Limits to differentiated instruction

\*Limits to the development of 21 Century Learning Skills

\* Limits the ability to meet the Belmont High School student expectations (Communicate, Collaborate, Creativity, Critical Thinking)

\*Limits to the implementation of a student-centered learning environment

\*Limits to the capacity for students and teachers to engage in collaborative work teams, thereby impacting the social-emotional development of students

\*Limits the cross curricular collaboration in developing the curricular (inquiry and problem-solving, higher order thinking, cross-disciplinary learning, authentic learning opportunities both in and out of school, development of heterogeneity classes)

\*Limits teachers ability to personalize instruction

\*Limits opportunities to engage students in cross-disciplinary learning, become atice and self-directed learners

\*Limits teachers from organizing group learning activities

\*Limits teachers from engaging in cross-curricular discourse on instructional practices

**Please also provide the following:**

<b>Cafeteria Seating Capacity:</b>	650
<b>Number of lunch seatings per day:</b>	4
<b>Are modular units currently present on-site and being used for classroom space?:</b>	YES
<b>If "YES", indicate the number of years that the modular units have been in use:</b>	10
<b>Number of Modular Units:</b>	1
<b>Classroom count in Modular Units:</b>	3

Seating Capacity of Modular classrooms: 75

What was the original anticipated useful life in years of the modular units when they were installed?: 25

Have non-traditional classroom spaces been converted to be used for classroom space?: YES

If "YES", indicate the number of non-traditional classroom spaces in use: 14

Please provide a description of each non-traditional classroom space, its originally-intended use and how it is currently used (maximum of 1000 characters):

There is a modular building on site that is currently being used for office space and other non-instructional space. It is anticipated that for the 2015-2016 School Year that three of the six rooms in the modular building will be used as classrooms, due to current increases in enrollment. Only three of the six rooms are large enough to be used as classrooms. To date, the following spaces have already been repurposed to address the instructional needs of the building:

Wellness & social studies classes are held in stadium/lecture setting does not support differentiated instruction and BHS's 21st century learning expectations.

Science labs are being conducted in general classrooms that were not designed as science labs

Full classes (30+ students) are held in smaller modified classrooms

Orchestra chorus classes are held in a garage area of the building

See complete list in Priority 4 Question 3

Please explain any recent changes to the district's educational program, school assignment polices, grade configurations, class size policy, school closures, changes in administrative space, or any other changes that impact the district's enrollment capacity (maximum of 5000 characters):

Enrollment increases at all grades within the district have necessitated the reassignment of students at the elementary level to be reassigned in some cases to an elementary building other than their local, neighborhood school. This is done to balance class size within each elementary grade among the four elementary schools in the district.

What are the district's current class size policies (maximum of 500 characters)?:

The district's has established class size guidelines for grades K-8. They are as follows:

Grade Guidelines

K 18-22

1 19-23

2 19-23

3 20-24

4 20-24

5 20-24

6 22-26

7 22-26

8 22-26

**Priority 3**

***Question 1: Please provide a detailed description of the "facility-related" issues that are threatening accreditation. Please include in this description details related to the program or facility resources (i.e. Media Center/Library, Science Rooms/Labs, general classroom space, etc.) whose condition or state directly threatens the facility's accreditation status.***

In the New England Association of School and Colleges (NEASC) Evaluation Report of the Visiting Committees in both 2002 and 2012, the Committees identified numerous recommendations concerning the facility needs of Belmont High School. As a result of the visits, NEASC placed Belmont High School on Warning status in 2002 and in 2012 in the area of facilities. In addition, Belmont High School was placed on Warning status for curriculum because of the inability for faculty and staff to deliver a 21st century education to students. Since the accreditation visits in 2002 and 2012, several improvements to the facility have been made and updated reports have been submitted to NEASC. Despite these efforts, Belmont High School continues to be on Warning status for the facility and the delivery of a 21st century curriculum. Below is a list of the major concerns as identified in the 2012 NEASC Report:

School Space

The school site and plant do not support the delivery of high quality school programs and services. Some issues are associated with the lack of adequate space while others are associated with the utilization and deterioration of the facility. The library is currently utilized as a study hall which limits teachers' abilities to use it effectively for guided research and inquiry. The issues in the life and chemistry science lab classrooms are centered on the increased classroom space that was reclaimed in a section of the room previously devoted solely to lab tables. This reclamation limits the lab area and compromises lab safety. The teachers are now limited by space concerns in their ability to deliver quality science curriculum in traditional classroom instruction. However, the physics classrooms are not in the science wing and are not configured as lab spaces. When the science graduation requirements were expanded, the physics classrooms were relocated, as they did not require gas or plumbing. Physics labs requiring probes or computers are performed in a separate computer lab area on a sign-up-as-available basis.

Public Announcement System

The public announcement system functions erratically throughout the building; it is unreliable. It never works in the music room and other locations throughout the building. In case of an emergency, there is no guarantee all classrooms would hear a request for lockdown procedures to commence. Because the public announcement system cannot be relied on as the main form of communication, the school administration is unable to notify all the faculty and staff during a crisis situation.

Fire Alarm System

Belmont High School's fire alarm system was installed in 1987. The alarm panel is located in the school's boiler room. There used to be two panels; one panel has been "cannibalized" for parts to fix the other one, since the system is outdated and parts are almost impossible to find. The intended use of the alarm panel is to indicate where a fire is occurring in the building. The panel does not function properly. If a fire alarm goes off, the indicator board bulbs do not glow to indicate the affected area. So, the source of the alarm has to be researched. It is known that a fire is occurring, but, because of the dysfunction of the panel, it is not known where the fire is. Because the fire alarm system is outdated and cannot be relied on as a main source of information when locating a fire, the fire department is not able to respond to an emergency in appropriate time.

Entry Control System

When a guest arrives at Belmont High School they are asked to check in at the greeter's desk at one end of the building and then proceed to the main office. The office is positioned in a way that guests are not visible to the office staff when



seeking entrance to the school through the main entrance or egress doors. The school does not have entry control devices such as doors with electronically controlled latches, an entrance intercom system or security cameras. All exterior doors do not secure when entering and exiting the building. Without these security measures Belmont High School cannot ensure a secure building where all occupants are safe.

#### Little Theatre

The Little Theater, located at the lowest part of the building, takes on water when heavy rain occurs. A wood floor has been built over the concrete to raise the stage. When the Little Theater takes on water, it also gives off a strange odor.

#### Windows

When it rains or snows, or ice melts, water comes over the building's window overhangs. Those overhangs have no drainage planes/drip edges, so water enters the building through windows/areas that aren't properly sealed. Serious damage has occurred in the back of the building, the foyer/lobby, and in the 1st floor classrooms. Unfortunately, some of the electrical panels are located near the documented water leaks.

#### Storage

There is a lack of storage at Belmont High School. In the music rooms, supplies are stacked up in the orchestra room. The music practice room is filled with supplies and equipment. The theater program supply area is limited and overcrowded. The academic departments rely on overstocked storage rooms which also serve as teacher/student tutoring and study spaces.

#### HVAC System

The heating and ventilation system in the building is in need of updating. Due to consistent failure of steam traps, it is difficult to adequately regulate the flow of heat into the classrooms. As a result, many classrooms are either very hot and noisy or very cold. Many of pneumatic air lines that drive the HVAC system are old, dried out, and cracked, causing dampers and thermostats to not open and close when needed. Inefficient boilers and excessive production of hot water due to a broken mixing/exchange valve, results in excessively high energy costs. Sixteen rooftop units were installed in 2006-2008. They are digital units that are accompanied by software. The software to adjust the unit programming cannot be run from a computer in the office. It is necessary to climb to the roof to change it, making it difficult during good and inclement weather.

#### Americans with Disabilities Act (ADA)

Belmont High School maintains documentation that the physical plant and facilities meet most applicable federal and state laws and are in compliance with local health and safety regulations. Issues needing to be addressed exist with ADA compliance. The Belmont High School facility is not in full compliance with the Americans with Disabilities Act (ADA). Program access for individuals in wheelchairs is compromised by:

"The size of the elevator not accommodating motorized wheelchairs"

"No access to classroom lecture halls 138 and 221 A & B"

"No access to the Little Theater"

"No access to the bleachers"

"No access to the nurse's office"

Limited access to restrooms and the sinks"

Limited width of doorways"

#### "NEASC Facility Recommendations

1. "Develop and implement a plan that addresses the effective use of existing space"
2. "Ensure the public announcement system functions in every classroom and area in the building and physical plant"

3. "Address water inflow issues in all identified areas"
4. "Provide heat to areas of the building where it is currently not provided"
5. "Bring the building up to ADA compliance"
6. "Provide sufficient storage for the music and drama programs"
7. "Replace the school's fire alarm system to ensure occupant safety"
8. "Replace the outdated boiler system"
9. "Update the building's heating/ventilation system"
10. "Facilitate access to heating unit programming"
11. "Replace the water tank in the field house"
12. "Reconcile the proximity of electric panels and documented water leaks"
13. "Fix and update all doors in the building that are in poor condition"

NEASC Curriculum Recommendations

1. "Overcrowding-ensure class size does not impede the implementation of curriculum"
2. "Overcrowding-establish educationally conducive environments students can access during free periods"
3. "Overcrowding-ensure the library functions as an area to support the implementation of BHS curriculum and achievement of the 21st century learning expectations"
4. "Overcrowding-ensure class size does not impede teachers meeting students' needs"
5. "Overcrowding-develop and implement a plan to ensure the library/media center is appropriately utilized as a resource for students and teacher to be actively engaged in the implementation of the school's curriculum"
6. "Overcrowding-develop and implement a plan that addresses the effective use of existing space"
7. "Update, fund and implement a long-range plan that addresses all building and physical plant needs that ensures the delivery of programs"

Similarly, the 1999 facility audit by ARCADD recommended extensive renovations including replacing boilers and burner, exhaust fans, wiring, kitchen equipment, etc. Because of inadequate funding, repairs to critical systems are made as problems arise. All of these concerns prevent the faculty and staff from implementing the school-wide expectations (Collaboration, Critical Thinking, Creativity, and Communication) and as a result, not fully preparing students to be college and career ready.

**Priority 3**

***Question 2: Please describe the measures the district has taken to mitigate the problem(s) described above.***

The NEASC report was received in February 2013. Many of the same facility-related findings from the previous NEASC report from 2002 were reiterated in 2013.

Through the Town of Belmont Capital Budget Committee, the following projects have been funded by Town Meeting to try to alleviate some of the facility problems at Belmont High School:

1. A building envelope study for all school buildings was approved for FY07, and was conducted by the engineering firm of Russo, Barr Associates.
2. Based upon the recommendation of the building envelope study, which recommended repairs to the High School building exterior walls estimated to cost \$370,000, the Town Meeting approved \$81,000 for FY09 to begin these repairs.
3. Town Meeting approved \$125,000 for FY08 plus \$100,000 for FY09 as part of a phased replacement of sections of the translucent panels in the gymnasium and field house. An additional \$112,629 was expended in FY10 and an additional \$125,000 was approved for FY11 for the final phases of translucent panel replacement. The project is completed.
4. The Energy Service Company (ESCO) project in 2006 replaced six of the sixteen rooftop HVAC units and replaced all interior lighting with energy saving fixtures.
5. Town Meeting for FY08 authorized the borrowing of \$1,000,000 to replace the remaining ten rooftop HVAC units, which has been completed.
6. In the summer of 2008, in-house maintenance workers removed the fixed lab tables in the science rooms to accommodate more room for student chairs. These rooms were originally designed as combination classrooms and laboratories, but the fixed lab tables had become obstructions.
7. In the summer of 2009, a new Foreign Language lab was installed with equipment and furnishings paid by an \$80,000 grant from the Foundation for Belmont Education with the labor provided by the district's in-house maintenance workers.
8. In FY10:
  - \$44,025 was appropriated to begin repairs on the univent heating units in each classroom.
  - \$100,943 was appropriated to repave the access road in front of the high school building.
9. In FY11:
  - \$93,168 was expended for building envelope work (brick repointing, replacing external sealants, etc).
  - \$72,770 was expended for the final phase of replacing translucent panels.
10. In FY12:
  - \$14,979 was expended to rebuild heating units in the gymnasium.
  - FY12 and FY14 at total of \$187,000 was appropriated to convert the building to be heated by natural gas. The project included purchasing three new dual fuel (natural gas and oil) burners to replace the existing three oil-fired burners. Also included in the scope of the project was laying new underground gas piping to the building.
11. In FY13:

- \$100,000 was appropriated to repave a portion of the main parking lot.
  - \$50,000 was appropriated to continue repairs on the univent heating units in each classroom.
12. In FY14
- \$200,000 was appropriated to repave a portion of the main parking lot (for a project total of \$300,000).
  - \$87,000 was appropriated for the town's share for National Grid to install high pressure natural gas piping underground and connect it to Belmont High School. An alternate pathway over which to run the pipeline was identified, which reduced the cost from the initial estimate of \$93,000.
  - In addition to these capital budget appropriations, in FY14 the School Department and the Town's Facilities Department expended over \$60,000 to address repairs and water and air quality issues with the indoor swimming pool at Belmont High School.
13. In FY15
- \$40,000 was appropriated to repair and paint the ceiling in the HS pool area.
  - \$40,000 was appropriated to install an ultraviolet filtration system for the HS pool.
  - Approximately \$35,000 was expended to build out small group learning rooms in the HS library.
  - \$50,000 was appropriated to continue with the repair and upgrade of classroom univents.

**Priority 3**

***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(s) identified.***

The following are examples of the impact of facilities/curriculum/enrollment related deficiencies cited in the NEASC Evaluation Report of the Visiting Committee in 2012:

1. "The negative impact of the facility to adequately and fully support the opportunities for all students to practice and achieve each of the 21st century learning expectations and delivery of the curriculum" - Facility/Curriculum
2. "The lack of adequate space in the library/media center causing reduced functionality of the center" - Facility/Enrollment/Curriculum
3. "Limited science lab areas compromising lab safety" - Facility/Curriculum
4. "Lack of adequate electricity, water, and technology in several science classrooms and labs" - Facility/Curriculum
5. "The poor condition of the heating and ventilation systems throughout the building"
6. "Ensure class size does not impede teachers meeting students' needs" - Enrollment/Curriculum
7. "Develop and implement a process to ensure counselors are able to meet the needs of all students and the school community" - Enrollment
8. "Ensure staffing levels in the library/media center to meet the needs of all students" - Enrollment/Curriculum
9. "Develop and implement a plan to ensure the library/media center is appropriately utilized as a resource for students and teachers to be actively engaged in the implementation of the school's curriculum" - Facility/Enrollment/Curriculum
10. "Update, fund, and implement a long-range plan that addresses all building and physical plant needs that ensures delivery of programs" - Facility/Curriculum
11. "Ensure class size does not impede the implementation of curriculum" - Enrollment/Curriculum
12. "Establish educationally conducive environments students can access during free periods" - Facility/Enrollment/Curriculum
13. Ensure the library functions as an area to support the implementation of BHS curriculum an achievement of the 21st century learning expectations" - Enrollment/Facility/Curriculum
14. "Develop and implement a plan that addresses the effective use of existing space" - Facility
15. "Ensure the public announcement system function in every classroom and area of the building and physical plant" - Facility
16. "Bring the building up to ADA compliance" - Facility
17. "Address water inflow issues in all identified areas" - Facility
18. "Ensure the stage area meets OSHA standards" - Facility
19. "Provide heat to the stage area" - Facility
20. "Provide sufficient storage for the music and drama programs" - Facility
21. "Replace the school's fire alarm system to ensure occupant safety" - Facility
22. "Provide an adequate exhaust system in the pool room" - Facility
23. "Replace the outdated boiler system" - Facility
24. "Update the building's heating/ventilation system" - Facility
25. "Replace the water tank in the field house" - Facility
26. "Reconcile the proximity of electric panels and documented water leaks" - Facility
27. "Fix and update all doors in the building that are in poor condition" - Facility

The Belmont High School facility is insufficient to fully implement the curriculum. Below are specific examples that prevent the district from delivering a 21st century education:

1. Science Labs/Classrooms - The science rooms and labs are original to the building and prevent teachers from delivery a 21st century education. Some of the concerns are listed below:
  - a. Science classrooms and labs are located in one room. Because of the limited space and enrollment increase, students must sit in both the lecture and lab tables while the teacher is delivering the instruction. Many students are unable to see the whiteboard clearly and must adjust their location.
  - b. When the students conduct labs, the instruction, curriculum and safety is compromised. The science lab space is limited and students must perform experiments in a limited space in large groups. Often labs are compromised because of the restricted area.
  - c. The majority of the lab stations have no power, limited plumbing, and there are concerns with the gas lines. Often students must share table space while conducting their experiments. Because of these facility obstacles, teachers are limited in delivering instruction and covering the required curriculum.
2. Physics Labs - many physics classes are held in science rooms that do not contain sufficient lab space tantamount to implementing the curriculum. Teachers have been creative in providing labs for students and the delivery of their instruction. The physics rooms prevent the teachers from delivering a 21st century education to students.
3. Open Campus/Enrollment - As stated earlier in the report, enrollment in the District and at Belmont High School has increased steadily and is projected to continue. Due to the limited educational space and to assist in managing students, the school has resorted to an open campus style schedule. When students do not have scheduled class time, they are allowed to roam the building, school grounds and take advantage of off campus privileges. At any given time during the school day, over 700 students may not be assigned to a class, and allowed to congregate in the library, cafeteria, courtyard, on benches in the hallways, and utilize the Little Theater.
4. Library/Media Space - Because of the increase in enrollment, the library/media space is frequently used as a gathering spot for large groups of students who seek out computers for personal and curricular work. While this is a popular location for students to gather, the library/media space functions as a study hall and the large quantity of students makes the media center inaccessible to students that are truly in need of its resources. The library/media center, instead of functioning as inquiry-based, becomes a holding place. The staff do their best to help students access the available resources. Unfortunately, a large majority of their time is spent on crowd control.
5. Technology Access - Equity of access to technology resources to fully implement the curriculum is a concern. Limited space and lack of updated electrical outlets limit the delivery of the curriculum. While technology is embedded in the Belmont High School curriculum and research is one the school's 21st century learning expectations, access to a computer is limited. Teachers are constantly "jockeying" for limited lab space, which is afforded to the fastest and savviest teacher. Without equal access to technology to support the curriculum, students will not be able to become the type of researcher Belmont High School's 21st century learning expectations delineates and the school's curriculum is not fully implemented.

**Please also provide the following:**

**Name of accrediting entity (maximum of 100 characters):**

New England Association of Schools and Colleges (NEASC).

**Current Accreditation Status: Please provide appropriate number as 1=Passed, 2=Probation, 3=Warning, 4=Lost:**

3

**If "WARNING", indicate the date accreditation may be switched to Probation or lost:**

12/1/2015

**If "PROBATION", indicate the date accreditation may be lost:**

<b>Please provide the date of the first accreditation visit that resulted in your current accreditation status.:</b> 3/11/2012
<b>Please provide the date of the follow-up accreditation visit:</b> 3/1/2022
<b>Are facility-related issues related to Media Center/Library? If yes, please describe in detail in Question 1 below.:</b> YES
<b>Are facility-related issues related to Science Rooms/Labs? If yes, please describe in detail in Question 1 below.:</b> YES
<b>Are facility-related issues related to general classroom spaces? If yes, please describe in detail in Question 1 below.:</b> YES
<b>Are facility-related issues related to SPED? If yes, please describe in detail in Question 1 below.:</b> YES
<b>Are facility-related issues related to support spaces? If yes, please describe in detail in Question 1 below.:</b> YES
<b>Are facility-related issues related to "Other"? If yes, please identify the other area below and describe in detail in Question 1 below.:</b> YES

**Please describe (maximum of 100 characters).:**

Spaces have been repurposed to accommodate a sharp increase in the ELL population.

**Priority 4**

**Question 1: Please describe the conditions within the community and School District that are expected to result in increased enrollment.**

*The overall increase in the Belmont Public School (BPS) enrollment is a major concern for the district. BPS has seen an increase of 317 and is projected to see at least a total of 800 new students over a ten year period (2009-2019). This projection does not take into effect two building projects within the Town that when completed would bring over 400 units of living space (via apartments and condominiums) to Belmont. The district has organized several research groups to analyze this K-12 dilemma, and one option is to relieve pressure on our overcrowded middle school (serving over 1300 students in grades 5-8) by proposing a high school plan (SOI) to the MSBA that would involve an 8-12 high school facility. Thus, solving two problems (overcrowded middle school, overcrowded and decrepit high school) with one building program.*

*Additionally the district is experiencing an increase in international students which presents two pressures on the district. The first pressure is that the increase of international students is far more complicated to project. This projection is out of the scope of our traditional New England School Development Council (NESDEC) birth rate model – therefore the district has great concern for repeated surges in enrollment. Secondly, a corresponding impact to the district is that the ELL population has spiked (from 91 in 2008 to 220 in 2014) thus creating the need for small group instructional spaces (per DESE mandated policy) for these students.*

*The concerning condition to the community and the district is that enrollment at all three levels of the district is growing rapidly. The makeup of the district is four elementary schools (K-4), one middle school (5-8) and one high school (9-12). The SOI for the high school will hopefully address the 9-12 concerns and potentially the middle school overcrowding by housing grade 8 at BHS. The additional concern for the district is that the schools will need to provide modular classrooms and most likely permanent additions to two of its elementary schools.*

*There are many potential reasons for this increase in enrollment, from proximity to Boston/Cambridge, Level One school district status, and the overall attractiveness of the Belmont community.*



**Priority 4**

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

---

*Belmont High School is oversubscribed at the present time. Thirteen teachers share two classrooms and 3 teachers share 3 classrooms. Similar issues arise at our middle school as well. Belmont High School will explore modular classrooms for the 2015/16 school year and will need more modular classrooms for the next five years until a more permanent solution is adopted. Two of our four elementary schools as well as our middle school will have modular classrooms by the 2016/17 school year. For the 2015/16 school year all three levels will share space, provide instruction in non-classroom space like hallways and continue to parcel out space for small group instruction taking space from the libraries and offices.*

*Currently the high school has an overcrowded library (student center), benches in the hallway, and a full cafeteria utilized by students during the day.*

**Priority 4**

***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.***

Because of the increasing enrollment and facility concerns at Belmont High School, the delivery of instruction, the ability to assess students and to simply accommodate the appropriate educational setting for students to be college and career ready, has negatively impacted the delivery of a 21st century education at Belmont High School.

For example, when students are not scheduled for a class, they are allowed to meet with teachers, go to the library or cafeteria. Since the increase in enrollment and the limited facility space available to students, the library will often reach full capacity and be forced to close the doors to additional students. Students will often wait outside the library and wait for other students to exit the space before being allowed to enter.

To help provide additional study space for students during the school day, the Little Theater has been made available. This space traditionally has been reserved for performances, class presentations and lectures only. When the room is not occupied, students are allowed to use the space to socialize and complete their school work. Unfortunately, the space is not supervised and the administration frequently needs to limit the access to students.

To assist in alleviating the school's overcrowding problem, 30 benches have been purchased and placed in the hallway for students to access. The benches are utilized every period of the day and have only shifted the student overflow concerns to the hallways.

For the past several years, Belmont High School has offered open campus to seniors who meet the academic, attendance and discipline criteria. Students who meet the criteria are allowed to leave school during their free time. To help address the student overcrowding concerns, open campus was extended to the junior class. Offering open campus to the both seniors and juniors has assisted in managing the overcrowding concerns during the school day.

Many teachers are teaching in different classrooms instead of delivering instruction in one classroom. Because of the limited classroom space, the number of teachers sharing rooms has increased. Below are the statistics for the past two years:

**Year # of Teachers # of Rooms**

2013-2014 9 Taught in 2 classrooms  
2013-2014 2 Taught in 3 classrooms

2014-2015 13 Taught in 2 classrooms  
2014-2015 3 Taught in 3 classrooms

As a direct result of the enrollment increase and limited facility space, teaching and learning has been impacted. Teachers are restricted in delivering their instruction, number of assessments, and covering the required amount of curriculum. To accommodate the increase in enrollment, students are being taught in modified classroom space. Below are some examples:

1. Original classrooms converted to smaller classroom to add additional space
2. 1970's stadium style classrooms designed originally for science lecture rooms now accommodate wellness classes
3. An originally designed garage attached to the building has been converted to a large orchestra and music classroom
4. Former home economics class rooms have been converted over to art and alternative learning rooms

In 1970, the model for new schools was to create a design which departmentalized the different content areas. Each area has a department office and the subject classes in that wing of the school. As a result of the segregated areas, faculty and staff are not afforded the opportunity to communicate and collaborate with other teachers from different departments. Teachers often make a strong attempt to work with each other but are faced facility challenges i.e. limited classroom space, no school-wide faculty and staff room, limited computer space rooms, no collaborative teacher work rooms.

Below are specific limitations impacting the delivery of a 21st century education  
\*Limits to differentiated instruction

- \*Limits to the development of 21 Century Learning Skills
- \* Limits the ability to meet the Belmont High School student expectations (Communicate, Collaborate, Creativity, Critical Thinking)
- \*Limits to the implementation of a student-centered learning environment
- \*Limits to the capacity for students and teachers to engage in collaborative work teams, thereby impacting the social-emotional development of students
- \*Limits the cross curricular collaboration in developing the curricular (inquiry and problem-solving, higher order thinking, cross-disciplinary learning, authentic learning opportunities both in and out of school, development of heterogeneity classes)
- \*Limits teachers ability to personalize instruction
- \*Limits opportunities to engage students in cross-disciplinary learning, become atice and self-directed learners
- \*Limits teachers from organizing group learning activities
- \*Limits teachers from engaging in cross-curricular discourse on instructional practices

**Please also provide the following:**

<b>Cafeteria Seating Capacity:</b>	650
<b>Number of lunch seatings per day:</b>	4
<b>Are modular units currently present on-site and being used for classroom space?:</b>	NO

If "YES", indicate the number of years that the modular units have been in use:

**Number of Modular Units:**

**Classroom count in Modular Units:**

**Seating Capacity of Modular classrooms:**

**What was the original anticipated useful life in years of the modular units when they were installed?:**

<b>Have non-traditional classroom spaces been converted to be used for classroom space?:</b>	YES
--	-----

If "YES", indicate the number of non-traditional classroom spaces in use: 14

**Please provide a description of each non-traditional classroom space, its originally-intended use and how it is currently used (maximum of 1000 characters):.**

Wellness & social studies classes are held in stadium/lecture setting-does not support differentiated instruction and BHS's 21st century learning expectations  
 Science labs are being conducted in general classrooms that were not designed as science labs  
 Full classes (30+ students) are held in smaller modified classrooms  
 Orchestra chorus classes are held in a garage area of the building  
 Science teachers lab preparation rooms are used for storage of science equipment and supplies, which prevents teachers from using those rooms for lab preparation  
 Ceramic classes are being held in previous home economics rooms  
 The Campus Alternative Program now occupies previous home economics rooms and converted storage room  
 Two library/Media rooms are used for storage  
 METCO student work room was previously a storage room  
 ELL classroom was previously an office and teacher work space

Music technology class is taught in a previous piano practice room  
Weight room is housed in a former classroom

**Please explain any recent changes to the district's educational program, school assignment polices, grade configurations, class size policy, school closures, changes in administrative space, or any other changes that impact the district's enrollment capacity (maximum of 5000 characters). :**

- o At the elementary level the district has over 80% of its classrooms with enrollment over the School Committee voted class size recommendations. Given the complexities of this process the district implemented an assignment plan/ procedure for all elementary students who register new to the district in an attempt to balance class size during this surge of enrollment.
- o The district is exploring changes in grade configuration as it relates to the BHS SOI and the other school buildings. The district has hired an Architectural Firm (SMMA) to analyze enrollment trends, space utilization within our current footprint, repurposing of current space to fit program needs (like ELL and Sped small group instruction), modular use, and the new high school and potential new additions to two or more schools in the district. This analysis has provided options for several grade configurations A) K-4,5-7, 8-12; B) Pre-K-K, 1-5, 6-8, 9-12; C) Our current model with a new elementary school.
- o All six schools have repurposed offices, large class space and different class space to attempt to fit program and instructional needs. This ranges from our high school chorus having their classroom in the old auto shop and our health classes in an old lecture hall, to our middle school small group classrooms being carved out of office space and library space. Next year the elementary schools will carve into the library and computer rooms space for instructional purposes. Small group space is at a premium as we have an increasing enrollment overall and in two areas of mandated need-- special education and English Language Learner classes.
- o The School Committee has allowed the district to exceed the class size recommendations that are stated in their policies in an attempt to provide the district with flexibility during this enrollment surge. The class size limits have been exceeded at all three levels of the district.

**What are the district's current class size policies (maximum of 500 characters)?:**

The district's has established class size guidelines for grades K-8. They are as follows:

Grade Guidelines

- K 18-22
- 1 19-23
- 2 19-23
- 3 20-24
- 4 20-24
- 5 20-24
- 6 22-26
- 7 22-26
- 8 22-26

**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.***

At a Special Town Meeting in November 2003, the Town voted to appropriate \$90,000 for design services for the development of a Master Plan for future renovations to Belmont High School. The intent of developing the Master Plan was to identify and prioritize necessary renovations while waiting for a comprehensive renovation some time beyond 2010. The architectural firm of Design Partnership of Cambridge, Inc.(DPC) was hired to work with the Superintendent's Advisory Council on the Future Needs of Belmont High School.

In October 2004, Design Partnership presented the *Master Plan and Feasibility Study for Renovations to Belmont High School* to the Advisory Council. The mechanical and electrical engineering analysis was performed by Richard D. Kimball Company, Inc. (RDK). The Executive Summary presented the following Existing Conditions Review and Recommendations:

**Heating, Ventilation and Air Conditioning Systems**

Virtually all components of the building's mechanical and electrical systems need attention. They are all, with minor exceptions, original equipment and have exceeded their design life expectancy. The boilers are oil-fired steam, feeding roof mounted air handling units directly and supplying hot water via converters to unit ventilators on the periphery of the building. Steam systems are difficult to control and to maintain in optimal working order. RDK's strong recommendation is to replace the present boilers with hot water units with dual-fuel capability. Steam piping and controls will also need to be replaced. As the boilers are changed out the steam fed rooftop units must be replaced also. These units are very, very near the end of their lives and may, in fact, need replacement prior to the main part of the project going forward. Another deficiency to be corrected by the mechanical system upgrade is the amount of fresh air available to building occupants. New rooftop units will have a higher intake and distribution capacity to meet present codes. Review of existing conditions indicates the need for new unit ventilators. New air distribution equipment for the Pool and Fieldhouse is also indicated. It will be appropriate to replace the Pool system with a specifically designed, high efficiency "Pool-pak" system combining heating, dehumidification and heat recovery.

Note that since this report, the burners have been changed to dual fuel (natural gas and oil).

**Plumbing System**

- Required plumbing system work within the existing building, per RDK's investigation and analysis, includes new water efficient fixtures, barrier-free compliance and replanning of toilet and shower room fixture layouts, and kitchen upgrades. The domestic hot water system will be replaced in its entirety. The present science labs do not have an acid neutralization system and one must be provided for any new labs.

**Fire Protection System**

- The original design of Belmont High school met the building codes then in place in all respects. Today, codes are more stringent. One of the most glaring differences is in the fire protection system. The facility has no passive or active system to assist fire fighters in controlling an event. While the building itself would, no doubt, be difficult, probably impossible, to burn, its contents and equipment would not. Today, any building approaching the size, use and construction characteristics of the High School would be required to be completely sprinklered and provided with other fire protection measures. A renovation project where the cost is more than 30% of the building's assessed valuation will automatically trigger this requirement. Even if this work were not mandated, it would be very shortsighted to avoid it. The district is currently soliciting cost estimates to replace the fire alarm system. Prior to having received final estimates, the district anticipates that the cost will be in excess of \$500,000.

**Electrical System**

-

The building's electrical and lighting systems are also original equipment, with the exception of some upgrades to the tel/data network made necessary by changing technologies. RDK has determined that to provide a level of amenity, usefulness and efficiency comparable to new construction and thus provide a second 35 to 50-year "useful life-span", all of these systems should be changed out. New lighting, standard and emergency power distribution, data, communications and alarm systems would have to be included in a future project. The fire alarm system is a candidate for accelerated replacement due to its present condition and the difficulty of finding parts that are no longer manufactured or stocked. A daily operational issue is the public address system which is inoperable and presents a building safety issue.

**Priority 5**

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

As indicated in Priority 3, question 2, through the Town of Belmont Capital Budget Committee, the following projects have been funded by Town Meeting to try to alleviate some of the facility problems at Belmont High School:

1. A building envelope study for all school buildings was approved for FY07, and was conducted by the engineering firm of Russo, Barr Associates.
2. Based upon the recommendation of the building envelope study, which recommended repairs to the High School building exterior walls estimated to cost \$370,000, the Town Meeting approved \$81,000 for FY09 to begin these repairs.
3. Town Meeting approved \$125,000 for FY08 plus \$100,000 for FY09 as part of a phased replacement of sections of the translucent panels in the gymnasium and field house. An additional \$112,629 was expended in FY10 and an additional \$125,000 was approved for FY11 for the final phases of translucent panel replacement. The project is completed.
4. The Energy Service Company (ESCO) project in 2006 replaced six of the sixteen rooftop HVAC units and replaced all interior lighting with energy saving fixtures.
5. Town Meeting for FY08 authorized the borrowing of \$1,000,000 to replace the remaining ten rooftop HVAC units, which has been completed.
6. In the summer of 2008, in-house maintenance workers removed the fixed lab tables in the science rooms to accommodate more room for student chairs. These rooms were originally designed as combination classrooms and laboratories, but the fixed lab tables had become obstructions.
7. In the summer of 2009, a new Foreign Language lab was installed with equipment and furnishings paid by an \$80,000 grant from the Foundation for Belmont Education with the labor provided by the district's in-house maintenance workers.
8. In FY10:
  - \$44,025 was appropriated to begin repairs on the univent heating units in each classroom.
  - \$100,943 was appropriated to repave the access road in front of the high school building.
9. In FY11:
  - \$93,168 was expended for building envelope work (brick repointing, replacing external sealants, etc).
  - \$72,770 was expended for the final phase of replacing translucent panels.
10. In FY12:
  - \$14,979 was expended to rebuild heating units in the gymnasium.
  - FY12 and FY14 at total of \$187,000 was appropriated to convert the building to be heated by natural gas. The project included purchasing three new dual fuel (natural gas and oil) burners to replace the existing three oil-fired burners. Also included in the scope of the project was laying new underground gas piping to the building.
11. In FY13:
  - \$100,000 was appropriated to repave a portion of the main parking lot.

- \$50,000 was appropriated to continue repairs on the univent heating units in each classroom.

12. In FY14

- \$200,000 was appropriated to repave a portion of the main parking lot (for a project total of \$300,000).
- \$87,000 was appropriated for the town's share for National Grid to install high pressure natural gas piping underground and connect it to Belmont High School. An alternate pathway over which to run the pipeline was identified, which reduced the cost from the initial estimate of \$93,000.
- In addition to these capital budget appropriations, in FY14 the School Department and the Town's Facilities Department expended over \$60,000 to address repairs and water and air quality issues with the indoor swimming pool at Belmont High School.

13. In FY15

- \$40,000 was appropriated to repair and paint the ceiling in the HS pool area.
- \$40,000 was appropriated to install an ultraviolet filtration system for the HS pool.
- Approximately \$35,000 was expended to build out small group learning rooms in the HS library.
- \$50,000 was appropriated to continue with the repair and upgrade of classroom univents.



**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.***

---

Limited budget funds spent unnecessarily on inefficient energy-consuming systems results in less funds being spent for the instructional program. This is becoming more critical in these tight budget times. In addition, unfavorable conditions in air quality and temperature may be distracting to staff and students, thereby potentially being disruptive to the educational process.

**Heating, Ventilation and AirConditioning Systems**

- Inconsistent heating and cooling requires classrooms to be moved often, throughout the different seasons in the school year.
- The frequent maintenance and repair of system components is disruptive to the school schedule and the educational process.
- The overall inconsistent temperature is not conducive to an appropriate learning environment.

**Plumbing System**

- Classrooms and teacher workspaces have needed to be moved due to plumbing system failures including backups, leaks, and environmental concerns.

**Fire Protection System**

- Malfunctions in the current fire alarm system cause false alarms on a regular basis, which require the evacuation of all staff and students, disrupting the school day.
- Resetting the system requires on-site presence of local Fire Department officials.

**Electrical System**

- The lack of a fully functioning public address (PA) system is a life-safety issue when it comes to communicating to the entire student and staff body any lock-down, evacuation, and fire drill procedures.
- The lack of an effective communication system also prevents the building administration from being able to address the staff and students regarding day-to-day announcements.

**Aging windows and leaky roofs contribute to uncomfortable classroom spaces.**

**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 that is the subject of this SOI and how it will improve your district's educational program.***

All of the original systems in the building are now over 40 years old and are beyond their expected lifespan. This is resulting in more frequent breakdowns, greater maintenance costs, and disruption to the instructional process. While improvements have been made, such as the 2006 ESCo lighting fixture replacements and the 2008 Town-funded rooftop HVAC unit replacements, the core of the infrastructure systems can not be remedied without a major renovation project. It is expected that such a renovation project would substantially extend the useful life of the building.

**Please also provide the following:**

**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):**

- Richard D. Kimball Engineering - 2004
- Russo Barr Associates - 2007

**The date of the inspection:** 10/15/2004

**A summary of the findings (maximum of 5000 characters):**

The findings are included in response to Question 1 of Priority 5.

**Priority 7**

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

---

Because of the facility concerns and large increase in enrollment, the following courses are no longer offered at Belmont High School:

- \* Introduction to Design and Engineering
- \* Zoology of Aquatic and Terrestrial
- \* Figure Sculpture
- \* History of Popular Music
- \* Gospel Choir
- \* World Music
- \* Dance
- \* Advanced Grammar
- \* Creative Writing
- \* Public Speaking/Debate
- \* Facing History & Ourselves
- \* Introduction to Programming
- \* Computer Spreadsheet Applications

Programs Belmont High School wishes to explore but is unable to due to the facility constraints:

- \* Comprehensive STEM program
- \* Development of a Business and Technology department
- \* An appropriate space for the alternative education Campus program
- \* Expansion of the theatre/arts course offerings
- \* Global Leadership courses
- \* Full sequence of all languages in the foreign language department
- \* Expansion of higher level math courses
- \* State required 4 years of wellness classes
- \* Student internships
- \* Mediation and conflict resolution course
- \* Peer mediation program

**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.**

The NEASC report was received in February of 2013. In the report, many of the same facility-related finding from the previous 2002 NEASC report were reiterated.

Through the Town of Belmont Capital Budget Committee, the following projects have been funded by Town Meeting to try to alleviate some of the facility problems at Belmont High School. Below is a list of some to the efforts:

Action Taken to Mitigate the Problem

1. A building envelope study for all school building was approved for FY07, and was conducted by the engineering firm Russo, Barr Associates.
2. Based upon the recommendation of the building envelope study, which recommended repairs to the High School building exterior walls estimated to cost \$375,000, the Town Meeting approved \$81,000 for FY09 to begin these repairs.
3. Town Meeting approved \$125,000 for FY08 plus \$100,000 for FY09 as part of a phased replacement of sections of the translucent panels in the gymnasium and field house. An additional \$112,629 was expended in FY10 and an additional \$125,000 was approved for FY11 for the final phases of translucent panel replacement. The project is completed.
4. The Energy Service Company (ESCO) project in 2006 replaces six of the sixteen rooftop HVAC units.
5. Town Meeting for FY08 authorized the borrowing of \$1,000,000 to replace the remaining ten rooftop HVAC units, which has been completed.
6. In the summer of 2008, in-house maintenance workers removed the fixed lab tables in the science rooms to accommodate more room for student chairs. These rooms were originally designed as combination classrooms and laboratories, but the fixed lab tables had come obstructions.
7. In the summer of 2009, a new Foreign Language lab was installed with equipment and furnishings paid by an \$80,000 grant from the Foundation for Belmont Education with the labor provided by the district's in-house maintenance workers.
8. In FY10:
  - a. \$44,025 was appropriated to begin repairs on the univent heating units in each classroom.
  - b. \$100,943 was appropriated to repave the access road in front of the high school building.
9. In FY11:
  - a. \$93,168 was expended for building envelope work (brick repointing, replacing external sealant, etc.).
  - b. \$72,770 was expended for the final phase of replacing translucent panels.
10. In FY12:
  - a. \$14,979 was expended to rebuild heating units in the gymnasium.
  - b. \$100,000 was appropriated in FY12 to replace the oil-fired burners with natural gas. burners. Since that time National Grid has informed the Belmont Schools that it will cost \$93,000 for the town's share for National Grid to lay over 1,800 feet of high pressure natural gas piping underground and connect it to Belmont High School. This work is necessary for the building to be able to be heated by natural gas, as the current natural gas line that services the building is a smaller line that was designed to supply the science labs with natural gas. The School Department is pursuing options with National Grid as to whether the \$93,000 can be amortized over a series of months to be paid with monthly gas invoices.
11. In FY13:
  - a. \$100,000 was appropriated to repave a portion of the main parking lot.

b. \$50,000 was appropriated to continue repairs on the univent heating units in each classroom.

12. In FY14:

- a. \$200,000 was appropriated to repave a portion of the main lot (for a project total of \$300,000.
- b. \$87,000 was appropriated for the town's share of National Grid to install high pressure natural gas piping underground and connect it to Belmont High School. An alternate pathway over which to run the pipeline was identified, which reduced the cost from the initial estimate of \$93,000.
- c. \$600,000 was spent on repairs to the water and air quality issues with the indoor swimming pool.

Action Taking and Plan on Taking to Mitigate the Problem

13. In FY15:

- a. Through a donation from the Belmont High School PTO and the funds from the Town, student breakout rooms were constructed in the library and mezzanine space.
- b. Hallway and cafeteria door replacement.

14. In FY16

- a. Upgrading the music band room to be more acoustically sound.
- b. Hallway and cafeteria door replacement.

**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.***

**Current Programs:**

Belmont High School offers a core academic program focused on college preparatory. Each year approximately 90% of the graduates go on to 4 year schools, 4% go on to two year schools, 1% go on to prep schools or gap year, 1% go into the military or employment, and 4% are categorized as "other". Students must meet the following graduation requirements:

- \* 4 years of English
- \* 4 years of math
- \* 4 years of science
- \* 3 years of social studies
- \* 2 years of a foreign language
- \* 1 year of fine and performing arts
- \* 4 years of physical education
- \* senior thesis
- \* 40 hours of community service

With an emphasis on preparing students for college, there are limited offerings for students to pursue an area of interest, i.e., industrial arts, business, graphic design, etc. The physical constraints of facility allow limited flexibility for students to partake in exploratory electives. Over the years, space has been modified to allow programs to be introduced. For example, the garage space has been converted over to an orchestra and chorus room, home economics rooms have been converted into art rooms, classrooms have been divided up to create small learning community centers for special education, office space has been converted over to a English Language Learner (ELL) classroom, science stadium seating lecture halls have been converted over to wellness classrooms, and storage and office space has been converted over to the METCO student workroom/directors office.

The New England Association of Schools and Colleges (NEASC) reports of 2002 and 2013 both identified the limited space at Belmont High School as negatively impacting the delivery of instruction and curriculum. As a result, Belmont High School was placed on warning for facilities in 2002 and 2013. Since the building poses an obstacle to properly deliver a 21st century education, Belmont High School was also placed on warning in the area of curriculum. Even though modifications have been made to classroom space, Belmont High School remains on warning in the area of facilities and curriculum.

**Art Department**

- \* There are not enough sinks in 4 classrooms to serve all students enrolled
- \* There is insufficient storage space for materials and student work in all the art rooms
- \* The size of the ceramics room is not sufficient for the number of students enrolled in the program
- \* Storage for art supplies and student work is limited and currently being stored in the student work space
- \* There are not enough electrical outlets in the classroom, therefore, multiple power strips are being used on an antiquated electrical system

**Music Department**

- \* There is insufficient storage space for musical instruments and equipment
- \* Because of the limited space, certain instruments can not be introduced to the curriculum
- \* There are not enough electrical outlets, therefore, multiple power strips are being used on an antiquated electrical system

- \* Some converted classrooms do not have electrical outlets
- \* Practice rooms are being used for storage spaces
- \* HVAC is inconsistent in the band and orchestra rooms resulting in relocating classes
- \* Spaces are not wired for instructional technology such as SmartBoards or LCD projectors
- \* There are two structural support columns in the middle of the chorus/orchestra room which prevent students in certain seats from being able to see the conductor

#### Wellness Classes

- \* Taught in a previous science classrooms lecture style design
- \* Differentiated instruction is limited
- \* New course electives are limited due to the structure of the room

#### Weight Room

- \* Weight room was previously a classroom which limits the curriculum
- \* Space is limited and students must utilize the room in shifts
- \* Structure of the room prevents the teachers from delivering a proper 21st century physical education program

#### General Classrooms

- \* Inconsistent HVAC resulting in relocating classrooms
- \* Classroom sizes vary which limits the locations of content classes
- \* A variety of classes are not ADA compliant
- \* Windows leak
- \* Ceilings leak
- \* Electrical system is outdated which limits classes that require electricity to deliver the curriculum

#### Overall Building Concerns

- \* As previously stated, heating and ventilation problems affect all locations in the building.
- \* The inconsistency of the HVAC system forces teachers to relocate students in order to provide a more appropriate education setting.
- \* As previously stated, the NEASC report has cited many issues with the configuration of classroom spaces not being suitable for a 21st century education program.
- \* As previously stated, increased maintenance costs takes funding away from the instructional program in tight budget times.
- \* During the 2007-2008 School Year, there was a loss of two school days resulting from an electrical malfunction which rendered as inoperable a major switch in the main electrical supply room. Replacement parts were difficult to find, and the likelihood of the loss of school time will continue to increase.
- \* Unavailable quiet study spaces in the library impedes the ability of students to study and learn. Also there are not enough seats/tables for students to work resulting in the closing the library due to overcrowding.
- \* Faculty and staff are unable to deliver a 21 century education and to meet the established BHS student expectations.
- \* Ceilings and windows leak and as a result teachers must relocate their classes to a more appropriate education setting. Hallways are closed off where there are leaks.
- \* Fire alarm system is outdated (frequently set off, difficult to reset).
- \* The master scheduling of the school is restricted because of a large increase in enrollment, limited classroom configurations,

limited electrical outlets, and inconsistant HVAC and plumbing.

\* Building restrictions on implementing the 1:1 iPad initiative - resulting in inequity for students, faculty and staff.

\* The current state of the facility limits the implementation of a comprehensive STEM program.



### REQUIRED FORM OF VOTE TO SUBMIT AN SOI

#### REQUIRED VOTES

If the SOI is being submitted by a City or Town, a vote in the following form is required from both the City Council/Board of Aldermen **OR** the Board of Selectmen/equivalent governing body **AND** the School Committee.

If the SOI is being submitted by a regional school district, a vote in the following form is required from the Regional School Committee only. FORM OF VOTE Please use the text below to prepare your City's, Town's or District's required vote(s).

#### FORM OF VOTE

Please use the text below to prepare your City's, Town's or District's required vote(s).

Resolved: Having convened in an open meeting on \_\_\_\_\_, prior to the closing date, the \_\_\_\_\_ *[City Council/Board of Aldermen Board of Selectmen/Equivalent Governing Body/School Committee]* of \_\_\_\_\_ *[City/Town]*, 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 dated \_\_\_\_\_ for the \_\_\_\_\_ *[Name of School]* located at \_\_\_\_\_ *[Address]* 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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ ; *[Insert a description of the priority(ies) checked off on the Statement of Interest Form and a brief description of the data you described therein for each priority];* 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 City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.

**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 attached 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 \***

Andrés T. Rojas

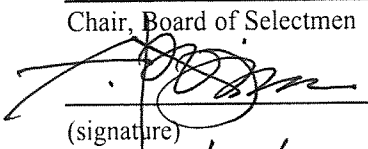
**School Committee Chair**

Laurie Q. Slap

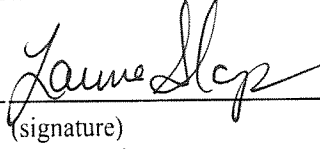
**Superintendent of Schools**

John P. Phelan

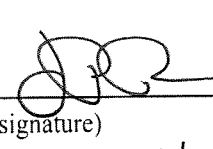
Chair, Board of Selectmen



(signature)



(signature)



(signature)

Date 04/01/15

Date 4/1/15

Date 4/1/15

\* 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. Please do not leave any signature lines blank.

**ATTACHMENT B**  
**MSBA STANDARD CONTRACT**  
**(Design/Bid/Build or CM-at-Risk)**

**CONTRACT FOR PROJECT MANAGEMENT SERVICES**

This Contract is made this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ between  
the \_\_\_\_\_, \_\_\_\_\_  
(day) (month) (year) (Owner) (street)  
\_\_\_\_\_, **Massachusetts**, \_\_\_\_\_  
(City) (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  
\_\_\_\_\_  
(print name)  
\_\_\_\_\_  
(print title)  
By \_\_\_\_\_  
(signature and seal)  
Date \_\_\_\_\_

OWNER'S PROJECT MANAGER  
\_\_\_\_\_  
(print name)  
\_\_\_\_\_  
(print title)  
By \_\_\_\_\_  
(signature )  
Date \_\_\_\_\_

(Attach Certificate of Vote of Authorization)

TABLE OF CONTENTS

Page

Project description, fee and signatures ..... 1

ARTICLE 1 DEFINITIONS .....3

ARTICLE 2 RELATIONSHIP OF THE PARTIES .....5

ARTICLE 3 RESPONSIBILITIES OF THE OWNER .....6

ARTICLE 4 RESPONSIBILITIES OF THE OWNER’S PROJECT MANAGER .....7

ARTICLE 5 SUBCONSULTANTS.....8

ARTICLE 6 TERM AND TIMELY PERFORMANCE .....9

ARTICLE 7 COMPENSATION .....9

ARTICLE 8 BASIC SERVICES .....10

ARTICLE 9 EXTRA SERVICES .....15

ARTICLE 10 REIMBURSABLE EXPENSES .....16

ARTICLE 11 RELEASE AND DISCHARGE.....17

ARTICLE 12 ASSIGNMENT, SUSPENSION, TERMINATION .....17

ARTICLE 13 NOTICES .....18

ARTICLE 14 INDEMNIFICATION OF OWNER AND AUTHORITY .....18

ARTICLE 15 INSURANCE.....19

ARTICLE 16 OWNERSHIP OF DOCUMENTS.....21

ARTICLE 17 REGULATORY AND STATUTORY REQUIREMENTS .....22

ATTACHMENT A: PAYMENT SCHEDULE

ATTACHMENT B: KEY PERSONNEL

## **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 the 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 2.10(10) 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 and 10.
- 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 the same.
- 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 and regulations.
- 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 be stipulated

#### **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 any amendment.
- 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 or delayed.
- 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 the Owner'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 for approval.

##### 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 Unifomat 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.

8.1.2.4 INTENTIONALLY LEFT BLANK

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, 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 Compliance Monitoring (All Phases)

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.

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 renovation projects.
- 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 being fulfilled.
- 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 any of 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 or commissions;
  - 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 Basic Services;
  - 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 any part 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 40 Broad Street, 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, \$3,000,000 aggregate. Umbrella or Excess Liability coverage following form of underlying General and Automobile Liability coverage: \$2,000,000 Combined Single Limit. 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 of contracting; 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 child support.

- 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**

<b><u>Title</u></b>	<b><u>Rate/Hr.</u></b>
---------------------	------------------------

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

<b><u>Project Phase/Item of Work</u></b>	<b><u>Not-to-Exceed Fee</u></b>	<b><u>Completion Date</u></b>
--	---------------------------------	-------------------------------

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 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.

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 Unifomat 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 Unifomat 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 Unifomat 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 Massachusetts prevailing wage requirements pursuant to M.G.L. c. 149 §§ 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

***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.

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 Massachusetts prevailing wage requirements pursuant to M.G.L. c. 149 §§ 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

ATTACHMENT C

**Owner's Project Manager Application Form - May 2008**

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:

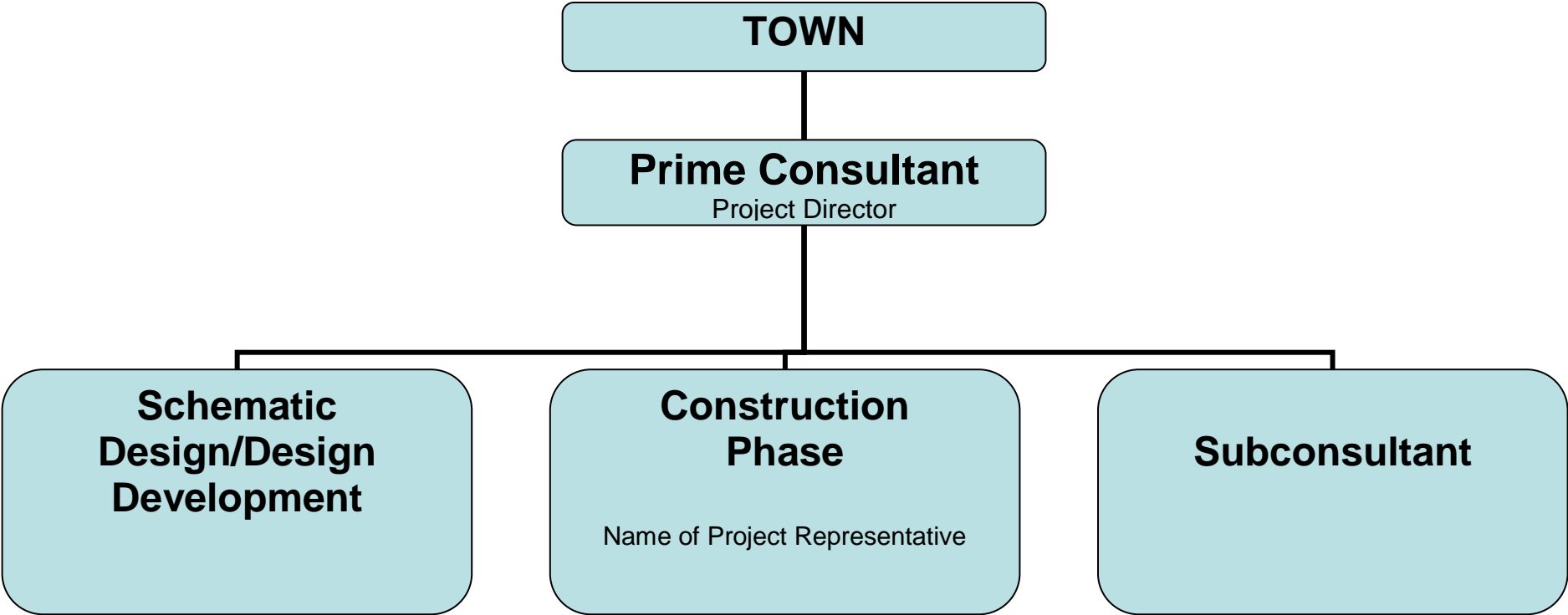
3. Personnel From Prime Firm Included In Question #2 Above By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline):

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:



<p>6. Brief Resume for Key Personnel <b>ONLY</b> 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.</p>	
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 MCCPO Certification:	f. Date of MCCPO Certification:
g. Applicable Registrations and Certifications :	g. Applicable Registrations and Certifications:
h. Current Work Assignments And Availability For This Project:	h. Current Work Assignments And Availability For This Project
i. Other Experience And Qualification Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	i. Other Experience And Qualification Relevant To The Proposed Project: (Identify Firm By Which Employed , If Not Current 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. 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 (cont) 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. <b>Capacity:</b> Identify all current/ongoing Work by Prime Applicant, Joint-Venture Members or Subconsultants. 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 Subconsultants. If Needed, Up To Three, Double-Sided 8 1/2" 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  
Required Certifications

# Town of Belmont

## Tax Compliance Statement

### ATTESTATION

Pursuant to M.G.L. c/ 62c, §49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersigned's knowledge and belief, the Contractor is in compliance with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
\*\* Signature of Individual  
Or Corporate Contractor (Mandatory)

\_\_\_\_\_  
\*\* Contractor's Social Security #  
(Voluntary) or Federal  
Identification Number

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

Date: \_\_\_\_\_

\*The provision in the Attestation relating to child support applies only when the Contractor is an individual.

\*\*Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

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



# Town of Belmont

## MEETING OF THE BOARD OF DIRECTORS

### CERTIFICATE OF AUTHORITY

\_\_\_\_\_20\_\_

At a meeting of the Directors of the \_\_\_\_\_  
duly called and held at \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_20\_\_\_\_, at which a  
quorum was present and acting, it was

#### VOICED THAT

the \_\_\_\_\_ of this corporation is hereby authorized and empowered to make, enter  
into, sign, seal and deliver, in behalf of this corporation, a Contract for [Project Name] with the Town  
of Belmont, and performance and payment bonds (each in the full amount of the Contract) in  
connection with such Contract.

I DO HEREBY CERTIFY that the above is a true and correct copy of the record, that said vote  
has not been amended or repealed and is in full force and effect on this date, and that  
is duly elected \_\_\_\_\_ of this corporation.

ATTEST:

\_\_\_\_\_

Clerk or Secretary of the Corporation

(Affix Corporate Seal Here)

# Town of Belmont

## AFFIDAVIT OF NON-COLLUSION

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name [Printed]: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

				Firm	Firm	Firm	Firm	Firm	Firm
		Yes/No							
Cover Letter Requirements									
Maximum 2 pages									
a.	Acknowledge addenda								
b.	Respondent has read RFS, note any exceptions								
c.	Respondent has read Standard Contract, note any exceptions								
d.	Compliance with Item 4 Minimum Requirements								
e.	A description of the Respondent's organization and history								
f.	Signature of individual for contract								
g.	Contact info for additional information								
Total length of submission not over 20 pages									
Graphic materials limited to three pages									
<b>Minimum Evaluation Criteria</b>									
Project Director is OPM qualified		Yes/No							

				Firm	Firm	Firm	Firm	Firm	Firm
<b>Comparative Evaluation Criteria</b>		<b>Max. Points</b>							
1a	Documented performance on previous projects	10							
1b	Satisfactory working relationships	10							
2	Thorough knowledge of the Massachusetts State Building Code, etc.	5							
3	Thorough knowledge of Commonwealth construction procurement laws	5							
4	Management approach	10							
5	Key personnel:	10							
6	Capacity and skills	5							
7	Identify the Respondent's current and projected workload	5							
8	Familiarity with NE-CHPS criteria or LEED-S Rating System.	5							
9	Thorough knowledge and demonstrated experience with life cycle cost analysis, cost estimating and value engineering	5							
10	Knowledge of the purpose and practices of the services of Building Commissioning Consultants.	5							
11	Financial Stability	5							
12	Demonstrated experience with phased occupied building construction and renovation projects	10							
13	Demonstrated experience with environmental regulations	10							
<b>TOTAL</b>		<b>100</b>							