

**Request  
for  
Owner's Project Management Services  
for the  
Revitalization of Concord-Carlisle High School  
by the Concord-Carlisle Regional School District  
High School Building Committee**

Concord-Carlisle Regional School District  
120 Meriam Road  
Concord, MA 01742  
(978) 341-2490

The **Concord-Carlisle Regional School District, through the High School Building Committee acting on behalf of the Concord-Carlisle Regional School Committee**, ("Owner"), is seeking the services of a qualified "Owner's Project Manager" as defined in Massachusetts General Laws Chapter 149, Section 44A1/2 and as further defined by the provisions of this Request for Services ("RFS"), to provide Project Management Services for the design, construction, addition to and /or renovation of Concord-Carlisle High School ("School") in Concord, Massachusetts ("Project").

**Proposals are to be delivered in person or by certified/express mail to the Office of the Superintendent located in the Ripley Administration Building, 120 Meriam Road, Concord, MA 01742. All proposals must be received by 10:00 AM (Boston time) on October 29, 2010, to be considered. Proposals submitted by fax or by electronic mail will not be considered.**

**An informational briefing session and facility tour for project managers will be held on October 19, 2010 at 10:00 a.m. (Boston time) in the Little Theatre at Concord-Carlisle High School, 500 Walden St., Concord, MA.**

**CONCORD-CARLISLE HIGH SCHOOL BUILDING COMMITTEE**

*Concord-Carlisle Regional School District*

**120 MERIAM ROAD  
CONCORD, MA 01742**

**REQUEST FOR OWNER'S PROJECT MANAGEMENT SERVICES (RFS) -  
CONCORD-CARLISLE HIGH SCHOOL**

**1. Introduction**

The **Concord-Carlisle Regional School District**, through the High School Building Committee acting on behalf of the Concord-Carlisle Regional School Committee ("Owner"), is seeking the services of a qualified "Owner's Project Manager" as defined in Massachusetts General Laws Chapter 149, Section 44A1/2 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 Concord-Carlisle High School, on 500 Walden Street in Concord, 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. During this phase, the selected respondent will be required to, among other things, oversee the designer's work as it relates to the quality of design, efficiency of design and cost effectiveness. Subject to the approval of the Project by the Massachusetts School Building Authority (the "MSBA") and further subject to continued funding authorized by the Concord-Carlisle Regional School District through the Concord-Carlisle School Committee, 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 of \$75 million to \$85 million depending upon the solution that is agreed upon by the Owner and the MSBA and that is ultimately approved by a vote of the MSBA and the Concord-Carlisle Regional School District.

Preliminary programming, needs assessment, and other background information for this project have been conducted by the Office of Michael Rosenfeld, Inc. and are available for informational purposes at the Business Office, Concord-Carlisle Regional School District, 120 Meriam Road, Concord, Massachusetts or on-line at [http://www.cchsmasterplan.org/pb/wp\\_f4c64918/wp\\_f4c64918.html](http://www.cchsmasterplan.org/pb/wp_f4c64918/wp_f4c64918.html) Respondents may also refer to the Concord-Carlisle High School Facilities Master Plan Committee's web site at <http://www.cchsmasterplan.org>. An informational briefing session and facility tour for project managers will be held on October 19, 2010 at 10:00 a.m. (Boston time) in the Little Theatre at Concord-Carlisle High School, 500 Walden St., Concord, MA.

## **2. Project Background**

Concord-Carlisle High School is a 233,800 square foot campus-style facility housing approximately 1,225 students in Grades 9-12. It was first occupied in 1961, with facilities added and upgraded in the early 1990's. A preliminary programming and needs assessment conducted by The Office of Michael Rosenfeld, Inc. in 2010, as part of a Master Plan Study concluded that the facility requires both substantive renovation and expansion.

The selected Owner's Project Manager (OPM) will be working with various subcommittees of the Building Committee; the subcommittees will include, at a minimum, the following subcommittees:

- Owner's Project Manager
- Community Relations (Marketing)
- Financial Committee
- Integrated Design Team (Green)
- Construction

The High School Building Committee is now about to undertake a feasibility study/schematic design in collaboration with MSBA, which will review all alternatives as defined in the regulations, including no build, renovation and new school options.

For additional information, respondents may refer to Attachment A, Statement of Interest, and the Concord-Carlisle High School Building Committee's web site at <http://www.cchsmasterplan.org>.

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

On or about November 2008, the Owner submitted a Statement of Interest (Attachment A) to the MSBA for Concord-Carlisle 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 district has any entitlement to any funds from the MSBA. At the September 30, 2009 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 Concord-Carlisle High School.

Concord-Carlisle High School occupies a site of approximately 90 acres adjacent to Route 2 at 500 Walden St., Concord, Mass. It consists of seven buildings, several athletic fields and parking areas, built between 1960 and 1992.

Though the facility has been well maintained, many portions of its systems are near or beyond their expected life and need replacement or significant upgrades, including HVAC, plumbing, and electrical systems. The site may present some permitting issues due to its proximity to protected areas. The roofs need immediate attention. Detailed information regarding existing conditions is contained in the 2010 Master Plan Study conducted by the Office of Michael Rosenfeld. Respondents to this RFS are strongly encouraged to carefully review the Master Plan Study.

Concord-Carlisle High School offers a 9-12 college preparatory program and the MSBA certified design enrollment is 1,225 students. Concord-Carlisle's enrollment projection conducted in April 2009 predicts that enrollment will remain in this student range for the next several years.

The Concord-Carlisle Regional School District, through the MSBA's Designer Selection Panel, will select a qualified architectural firm to participate in the Feasibility Study describing the comprehensive revitalization of Concord-Carlisle High School. The Owner's Project Manager will work for the Concord-Carlisle Regional School District, through the High School Building Committee acting on behalf of the Concord-Carlisle Regional School Committee and work closely with the High School Building Committee, the Superintendent of Schools, the Concord-Carlisle School Committee, the school district's staff, the selected architectural firm and its consultants, and the MSBA.

Project objectives under consideration by the Owner include:

1. Assessing the documentation of existing conditions at Concord-Carlisle High School, the educational specifications, the alternative conceptual designs and construction phasing plans, and the development of cost estimates for these design solutions.
2. Developing a design that is high in quality, efficient, cost-effective, and that conforms to the educational program and the Massachusetts High Performance Green Schools Guidelines (MA-CHPS Guidelines).
3. Developing accurate and complete phasing plans.
4. Developing accurate and complete cost estimates, including life cycle costs of operating the school as it relates to future operational budgets.
5. Identifying community concerns that may impact study options.
6. Determining whether to proceed with the CM-at-Risk Delivery Method.
7. Identifying specific milestone requirements and/or constraints of the District - e.g. respective Town(s) votes, swing space, occupancy issues.
8. The project may include coordination with design and construction of a separate athletics facility that will be designed and constructed under separate contracts by others.

The Owner's Project Manager's comments will be advisory and not directive. Additional project management services during design development, project bidding, construction, construction administration, commissioning, and closeout of the project to revitalize Concord-Carlisle High School are subject to appropriation and the approval of the Concord-Carlisle School Committee and MSBA.

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

1. Feasibility Study/Schematic Design Phase, 8 months
2. Design Development/Construction Documents/Bidding Phase, 16 months
3. Construction Phase, 36 months

The anticipated contract period will be from November, 2010 until the Feasibility Study phase is completed. This contract may be extended upon the approval of the Concord-Carlisle School Committee. The Concord-Carlisle Regional School District reserves the right to enter into negotiation with and to retain the project manager for follow-on services related to the revitalization of Concord-Carlisle High School.

The Owner reserves the right to terminate the services provided by the selected firm/individual at the end of this phase and re-solicit project management services or to continue with the selected respondent beyond this phase.

#### **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:

A. Relevant Experience

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;
  - b. Satisfactory working relationship with designers, contractors, Owner, the MSBA and local officials.
  - c. References as set forth in Attachment C.

B. Knowledge of Codes, Procurement, Green Development

1. 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.
2. Thorough knowledge of Commonwealth of Massachusetts public construction and procurement laws, regulations, policies and procedures.
3. Knowledge and experience with CM-At-Risk Procurement methodology.
4. Familiarity with Massachusetts-CHPS (MA-CHPS) High Performance Green Schools Guidelines. Demonstrated experience working on high performance green buildings, (if any), green building rating system used (e.g., MA-CHPS or LEED), 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 MA-CHPS prerequisites.
5. 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.
6. Knowledge of the purpose and practices of the services of Building Commissioning Consultants.

C. Project Approach

1. 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 up to approximately 230,000 square feet or the renovation of approximately 233,000 square feet; proposed project management systems; effective information management; and examples of problem solving approaches to resolving issues that impact time and cost.

D. Project Team

1. 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.

E. Firm Qualifications/Capacity

1. Capacity and skills: Identify existing employees by number and area of expertise (e.g. field supervision, cost estimating, schedule analysis, value engineering, construct ability review, quality control and safety). Identify any services to be provided by Sub consultants.
2. Identify the Respondent's current and projected workload for projects estimated to cost in excess of \$1.5 million.
3. Financial Stability: Provide two years of financial statements including current balance sheet and income statement as evidence of the Respondent's financial stability and capacity to support the proposed contract.
4. Quality of work and level of performance. The Owner will seek evidence of practicality, creativity, attention to detail and follow through, as well as professional competence.
5. Ability to schedule, undertake and complete responsibilities in a timely manner.
6. Any other criteria that the Owner considers relevant and appropriate to the needs of the project and the Concord-Carlisle Regional School District.

In order to establish a short list of Respondents to be interviewed, the Owner will base its initial ranking of Respondents on the above Evaluation Criteria. The Owner will establish its final ranking of the short-listed Respondents after conducting interviews and reference checks.

Based upon the responses to the above Evaluation Criteria, the Owner will rank the Respondents in each of the above categories, and will weight them accordingly:

A. Relevant Experience:	20%
B. Knowledge of Codes, Procurement, Green Development:	15%
C. Project Approach:	30%
D. Project Team:	20%
E. Firm Qualifications/ Capacity:	<u>15%</u>
Total:	100%

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 Schedule**

1. The High School Building Committee (the Owner) will perform a review of all responses as follows:
  - a. The HSBC has appointed a subcommittee to review minimum requirements in detail, document findings and report to the HSBC. Respondents who do not meet the minimum requirements will not be considered further.
  - b. The HSBC will check references, document its findings and report to the HSBC. At its discretion, the subcommittee may interview individuals/firms to determine the direct professional experience of the individual/firm and discuss previous work relationships with designers, contractors, and building committees during the design phase and during the construction phase of school building projects.
  - c. The HSBC will rank all responses that meet the minimum requirements and will record the ranking on a scoring sheet. The rankings will be summarized for further review.
2. Identified reviewers will rank the Responses based on the weighted evaluation criteria identified in the RFS and will short-list a minimum of three Responses.
3. The HSBC will then request interviews from these respondents. Prior to conducting the interviews, the HSBC will develop a set of interview questions or topics and will make this document available to the respondents prior to the interview.
  - a. Following the interviews, the HSBC reviewers will develop final rankings based on the interviews. These will be compiled and summarized.
  - b. The HSBC will then meet to discuss final rankings and identify the first-ranked selection.

4. The HSBC will commence fee negotiations with the first-ranked selection.
5. The Owner will negotiate a fee based 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. Respondents will be asked to provide documentation of their fee and salary structure, multipliers, a description of the methodology used for determining the fee, and an estimated range for the post-feasibility fee with assumptions and qualifications that affect whether the fee will be on the high or low end of the range.
6. If the Owner is unable to negotiate a contract with the first-ranked selection the Owner will then commence negotiations with the second-ranked selection and so on, until a contract is successfully negotiated and approved by the Owner.
7. The Owner reserves the right to re-advertise if fewer than three responses are received, if no responses meet the minimum requirements, or if fee negotiations fail.
8. The first-ranked selection will be submitted to the MSBA for its approval.
9. The first-ranked selection may be asked to participate in a presentation to the MSBA and/or submit additional documentation, at no additional cost to the Owner or the MSBA.

The following is a tentative schedule of the selection process, subject to change at the Owner's and MSBA's discretion. (Timeline below can be modified to our schedule)

October 13, 2010	Advertise RFS in Central Register of the Commonwealth of Massachusetts and in the Concord Journal.
October 19, 2010	Informational briefing session and facility tour
October 22, 2010	Last day for questions from Respondents
October 29, 2010	Responses due no later than 10:00 AM at 120 Meriam Road, Concord, MA
November 5, 2010	Respondents short-listed
November 10, 2010	Interview short-listed Respondents
November 15, 2010	Negotiate with selected Respondent
November 17, 2010	Request Building Committee Authorization to award contract
November 18, 2010	Final selection submitted to the MSBA for review and approval
December 6, 2010	Execute contract

Requests for Services may be obtained from:  
John Flaherty, Deputy Superintendent of Finance & Operations  
Concord-Carlisle Regional School District  
120 Meriam Road  
Concord, MA 01742  
(978) 341-2490 x8120  
fax (978) 318-1539  
[jflaherty@colonial.net](mailto:jflaherty@colonial.net)

On or after October 13, 2010.

Any questions concerning this Request for Services must be submitted in writing to Mr. Flaherty as above by the close of business on October 22, 2010.

Sealed Responses to the Requests for Services for Owner's Project Manager Services must be clearly labeled "Owner's Project Management Services for Concord-Carlisle High School and delivered to Mr. Flaherty at the address above no later than 10:00 AM on October 29, 2010. The sealed responses must contain nine (9) hard copies and a CD of the proposal.

Proposals are to be delivered in person or by certified/express mail. Proposals submitted by fax or electronic mail will not be considered.

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 9 hard copies of the response to this Request for Services and one (1) electronic version in PDF format on CD. All responses shall be:

- In ink or typewritten double sided print.
- Presented in an organized and clear manner.
- Must include the required forms in Attachment C of the RFS.
- Must include all required certifications.
- Must include the following information:
  1. A cover letter, signed by a principal of the applicant making the proposal, which 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 included in Attachment B of this RFS. 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 MCCPO certification. (A copy of the MCCPO certification should be attached to the cover letter).
    - e. A description of the Respondent's organization and its history.
    - f. The signature of an individual authorized to negotiate and execute the Contract for Project Management Services, in the form that is attached to the RFS, on behalf of the Respondent.
    - g. The name, title, address, e-mail, telephone and fax 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 the project management and design capabilities of the team proposed for this project. Limit this additional information to a maximum of 3 – 8 1/2"x 11" pages, double-sided.

**Certifications.**

- a. Signed Certificate of Tax Compliance with local, state and federal tax laws.
- b. Signed Certificate of Non-Collusion.
- c. List of all claims, including insurance claims and claims in litigation or adjudicatory process or settled, brought by or against the firm/individual in the past three (3) years, including for each the reason for the claim, name(s) of claimant(s) and outcomes.
- d. Demonstrated ability to secure general liability insurance, worker's compensation, and automobile insurance for all proposed staff that will be involved in the project.

**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.

The first-ranked selection will be asked to submit a cost proposal prior to the commencement of fee negotiations. No dollar amount for services is to be included with the response to this RFS due October 29, 2010.

**8. Other Provisions**

**A. Public Record**

All responses and information submitted in response to this RFS are public records under, M.G.L. c. 4, § 7(26) and subject to disclosure under M.G.L. c. 66, § 10. 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:

John Flaherty, Deputy Superintendent of Finance & Operations  
Concord-Carlisle Regional School District  
120 Meriam Road  
Concord, MA 01742  
(978) 341-2490 X8120  
fax (978) 318-1539  
[iflahertv@colonial.net](mailto:iflahertv@colonial.net)

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

D. Costs

Neither the Owner nor the MSBA will be liable for any costs incurred by any Respondent in preparing a response to this RFS or for any other costs incurred prior to entering into a Contract with an 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.

The Owner reserves the right to make the award deemed in its own discretion to be in the best interest of the Concord-Carlisle Regional School District.

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.

I. Further Certifications

The successful application will be required to complete certifications required by the Massachusetts General Laws.

**J. Compliance with Procurement Laws**

All respondents submitting qualifications agree to abide by all relevant provisions of Massachusetts General Laws as they apply to procurement of project management services for public buildings by municipalities.

**9. Attachments:**

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Attachment A: Statement of Interest	I
Attachment B: MSBA Contract for OPM Services	II
Attachment C: OPM Application Form (May 2008)	III
Attachment D: Required Certifications	XI
Attachment E: Legal Advertisement	XII
Attachment F: Certificate of Non-Collusion	XIII
Attachment G: Statement of Tax Compliance	XIV
Attachment H: Certificate of Authority	XV
Attachment I: Certificate of Payment of Prevailing Wage	XVI

**Attachment A: Statement of Interest**

# Massachusetts School Building Authority

School District Concord-Carlisle

District Contact TEL:

Name of School Concord Carlisle High

Submission Date 11/14/2008

### 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 the heating system in a schoolhouse to increase energy conservation and decrease energy related costs in the schoolhouse.
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.

**Potential Project Scope:** Major Project

**Is this SOI the District Priority SOI?** YES

**The MSBA ID for the District Priority SOI:** 2009 Concord Carlisle High

#### District Goal for School: Please explain the educational goals of any potential project at this school

The district's goal is to develop a facility that meets current educational requirements. The facility developed would: address the outdated 1960's era science labs and expand the size and number of science labs to allow more rigorous laboratory lessons, provide adequate special educational space to meet programming needs, reduce inordinate out-of-district placement costs, eliminate the use of modular classrooms, address undersized classrooms in Science, Music, Art, General Classrooms, Special Education, Specialty Teacher Spaces, provide a more secure building envelop with improved building access, meet ADA requirements, support use by the broader community, replace and update inefficient energy systems and life safety systems.

**Is this part of a larger facilities plan?** YES

**If "YES", please provide the following:**

**Facilities Plan Date:** 7/12/2005

**Planning Firm:** Symmes Maini & McKee Associates (SMMA)

**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:**

The 2005 SMMA feasibility study was conducted to identify three cost options. Option#1 was to determine the cost

of bringing the facilities' infrastructure into a condition that would allow the building to continue as is for fifty more years with a 2005 dollars estimate of \$42M. The 2nd option was to determine the cost to renovate and expand the facility to meet current educational and programmatic requirements with a 2005 dollars estimate of \$82M. The 3rd option was to determine the cost to build a new high school facility (\$90M in 2005 dollars) and identify the preferred on-site location. The study also required that the site be evaluated for its ability to support a newly constructed facility while the present facility was in use and to identify a construction phasing plan for option 2. Please note the Concord-Carlisle School Committee voted to accept the study but has never identified a preferred option. Recent deliberations of the facilities subcommittee have been increasingly focused on option 2.

**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: 23 students per teacher.**

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

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

Since 1998 our enrollment has increased from 938 to 1,268 students; this 35% increase in enrollment has led to classrooms scheduling at over a 90% utilization rate. This most impacts science, special education and the arts. In science, seventeen sections of chemistry in four full-time chemistry classrooms share two lab-equipped classrooms. This shared lab arrangement compromises chemistry instruction as well as eliminates common planning time for chemistry teachers. Teachers also improvise by using mobile carts to move demonstration materials from classroom to classroom.

Physics lab experiments are conducted in the hallways because only two classrooms are equipped to be physics labs. Physics is not able to offer double block lab periods, and this arrangement also eliminates common planning time for physics teachers. CCHS does not have a biology lab due to inadequate space.

The small size of the science classrooms doesn't provide adequate net free space for students. During science instruction, the entire class of students is clustered at one end of the room to observe a demonstration. In one classroom, access to the eye wash station located at the back of the room requires navigation through a crowded cluster of desks or workstations.

Additional space is needed to educate the 17% of the CCHS students requiring federal and state mandated special education programs. There is no space for Active Daily Living facilities for developmentally delayed young adults in the Pathways program. Previously dedicated space for occupational, physical, and counseling therapy is now shared among several departments. Privacy for counseling is not available due to shared spaces. Out-of-district placements for special education students have increased from 3% to 3.5% due to lack of adequate space for special education programs.

The arts program also suffers from overcrowding. The band and chorus are each split into two sections because the classroom space cannot accommodate the entire band or the entire chorus at one time. Sculpture and architecture are held in a former autobody shop area due to lack of classroom space. The radio station doubles as a storage area. Drama musical productions have serious issues with lack of storage and no space for changing costumes. The auditorium is undersized and can only accommodate 40% of the student body.

## General Description

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**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 (maximum of 5000 characters).:**

The 94 acre site contains varying topography and is located in a water conservancy area. The large flat areas may have drainage issues that could impact a potential project on those portions of the site. The current location of the high school would not pose significant issues for a renovation/expansion project. The soil conditions are excellent throughout the site. Electric, water, sewer and natural gas are provided through local utilities.

The community has built a swim and fitness facility that is located on the high school campus and Concord recently used CPA funds to build two artificial turf fields for shared community and school use.

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

The building was constructed in 1960, with additions in 1965, 1975 and renovations in 1990. Much of the exterior envelope is built with masonry veneer and backup. The roof is a built up system. The majority of the structure contains 12-15 foot high ceilings. The foundation is primarily shallow spread footings with 4" concrete slab on grade flooring.

**Age of EXTERIOR WALLS (In Years):** 48

**Year of Last Repair or Replacement:** 1960

**Description of Last Repair or Replacement:**

All walls are original to the building, or to the additions made to the building with the exception of a limited number of walls that were replaced in the 1995 renovations. Curtain walls use metal clad components.

**Age of ROOF(In Years):** 33

**Year of Last Repair or Replacement:** 1975

**Description of Last Repair or Replacement:**

A, H & S building roofs were replaced in 1975. During the 1990's roofs in the L, I, Lower Gym and Library were replaced. None of the roofing systems comply with existing energy codes.

**Age of WINDOWS(In Years):** 48

**Year of Last Repair or Replacement:** 1995

**Description of Last Repair or Replacement:**

Original single pane plate glass windows exist in 60% of the building. These windows are non-tempered making them unsafe in a school building. The original window systems are very inefficient and do not provide any thermal breaks. The caulking is deteriorating and the metal frames are rusting out. The other 40% of the building (A, H & S wings and a portion of the cafeteria) have been replaced with insulated safety glass systems. As window sections fail or break in the single pane systems they are replaced with like kind.

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

The majority of the mechanical systems were replaced in the 1990's. Secondary electrical panels were upgraded in the 1990's but the main electrical distribution is original to the building and replacement of components for the main system are difficult to find and very expensive.

**Age of BOILERS(In Years):** 16

**Year of Last Repair or Replacement:** 1992

**Description of Last Repair or Replacement:**

Two boilers were replaced in 1992; a third was added in 1995 as the two boilers could not service the complex.

**Age of HVAC SYSTEM (In Years):** 16

**Year of Last Repair or Replacement: 1995****Description of Last Repair or Replacement:**

The majority of the HVAC systems were replaced in the 1995 renovations. Portions of the buildings do have roof top gas-fired systems installed in 1975.

**Age of ELECTRICAL SERVICES AND DISTRIBUTION SYSTEM(In Years): 48****Year of Last Repair or Replacement: 1960****Description of Last Repair or Replacement:**

All main distribution electrical systems are original to the building, or to the additions made to the complex. Secondary electrical feeder distribution panels during the 1990's renovations.

**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).:**

Flooring - Asbestos tile, asbestos tile covered by carpet, VAT tile, maple hardwood in gymnasium, ceramic in kitchen.

Walls - concrete block, studs and gypsum and large expanses of single pane plate glass.

Ceilings - Dropped ceilings in administrative areas. Exposed steel joists with structural tectum decking in most classrooms.

Lighting systems have been upgraded to T8 bulbs with matching high efficiency ballasts.

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

CCHS offers core curriculum and co-curricular activities which meets both the Department of Elementary and Secondary Education (DESE) requirements and NEASC Accreditation standards. The majority of students are enrolled in college preparatory courses which require 4 years of English, Mathematics, Science, Social Science, Physical Education and two years of World Languages, Music, Art, Applied Technologies and/or Drama. There are 36 distinct co-curricular offerings as well as 26 varsity interscholastic sports and numerous sub-varsity squads.

The configuration and types of spaces contained in the CCHS do not adequately support instruction in today's educational environment. There is a significant lack of tutorial and specialist spaces in the facility. Three modular buildings were added in 2005 and 2007, but site limitations and egress issues constrict further expansion by addition of modulars. The conversion of storage space to instructional space exacerbates the lack of proper storage areas.

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

The net square footage of the facility is 186,420 which equates to 138 square feet per student. There are 58 classrooms which average 786 square feet.

**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).:**

Classrooms are scheduled at over a 90% utilization rate. Science labs do not meet fully safety standards for ventilation to the outdoors. These health and safety issues are compounded by lack of sufficient science labs. Seventeen sections of chemistry in four full-time chemistry classrooms share two lab-equipped classrooms. This shared lab arrangement compromises chemistry instruction as well as eliminates common planning time for chemistry teachers. Teachers also improvise by using mobile carts to move demonstration materials from classroom to classroom.

Physics lab experiments are conducted in the hallways because only two classrooms are equipped to be physics labs. Physics

is not able to offer double block lab periods, and this arrangement also eliminates common planning time for physics teachers. CCHS does not have a biology lab due to inadequate space.

The small size of the science classrooms doesn't provide adequate net free space for students. During science instruction, the entire class of students is clustered at one end of the room to observe a demonstration. In one classroom, access to the eye wash station located at the back of the room requires navigation through a crowded cluster of desks or work stations.

Additional space is needed to educate the 17% of the CCHS students requiring federal and state mandated special education programs. There is no space for Active Daily Living facilities for developmentally delayed young adults in the Pathways program. Previously dedicated space for occupational, physical, and counseling therapy is now shared among several departments. Privacy for counseling is not available due to shared spaces. Out-of-district placements for special education students have increased from 3% to 3.5% due to lack of adequate space for special education programs.

**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 if any override or debt exclusion votes were necessary (maximum of 5000 characters):**

The district has two shifts of custodians and a maintenance staff. A work order system is used to track and address facility repair requests. The facilities manager assists finance and operations in the development of a five year capital plan. The current 5 year plan under consideration by the school committee identifies over \$9M of repairs, however the \$9M of identified facility needs do not yield any programmatic improvement. Significant relief of space and programmatic issues are far more costly and cannot be addressed by yearly requests for capital projects. The Regional School District has initiated several capital projects in the last five years. Four debt exclusion requests made from FY05 to FY08 totalling \$3.57M have been approved by the member communities. We have focused on projects that would be portable, addressed safety concerns, and outside the building envelope. These projects have included new language lab equipment, internal and external bleacher systems, improved fire detection in public areas, lighting upgrades and cosmetic updates to science lab facilities. Please note that the science lab improvements do not expand the labs or address the limitations of the instruction that can take place in the labs. Modular classrooms have also been added to the complex via approved debt exclusions.

**Priority 2*****Please describe the existing conditions that constitute severe overcrowding.***

1. Classrooms are scheduled at greater than 90% usage with some rooms at 100% utilization.
2. Every available classroom/computer lab/art room/music room is used during homerooms. Four homerooms must be held in the library due to lack of classroom space.
3. CCHS has open/off campus privilege for juniors and seniors. If the school did not have these privileges there would definitely not be enough rooms to hold the entire student body in either supervised studies or classes. CCHS would not have enough space in the cafeteria to feed the entire student body if they all ate within the school. This is true despite the fact that CCHS has three lunch blocks.
4. Due to lack of space every science room is used all day. The two science labs are shared. Many science classes must meet in more than one room during the week so that other science classes can access the labs.
5. The MCAS ELA classes are held in a former storage area.
6. The band is already broken up to two groups because the classroom cannot accommodate the entire band at one time. It is possible that band may need to break it into three groups next year. The chorus meets as two separate groups because the classroom cannot accommodate the entire chorus. Due to lack of space the "Little Theater" (not a classroom space) is regularly used as a classroom. Due to lack of space two temporary office areas have been established at the rear of a classroom using 4' tall dividers. Due to lack of space all supervised studies are held in the cafeteria, except during lunch when they are held in classrooms vacated for lunch.
7. During passing time the corridors are shoulder to shoulder with students. There are two bottleneck areas where students are backed up waiting to get through the corridor doors.
8. Because of lack of space, a former auto shop/storage area is used for sculpture and architecture classes.
9. The radio station doubles as a storage area.
10. Numerous people, including special education teachers and counselors, share office space (about 100 Sq feet per office) where privacy issues often exist.
11. There are no adequate storage facilities; this results in items often being stored in little used corridors, a rented trailer, and a balcony over the stage.
12. There is no space for storing chemicals and cleaning equipment as well as the big equipment (snow removal, etc.) for custodial usage.
13. Two offices, one for a counselor and one for a special education teacher, are simply partitions in an otherwise open meeting area.
14. The school library is regularly closed-off to additional students because it accommodates only 150 students at a time.
15. Teacher workrooms (typically less than 700 sq feet) each hold at least 12 teacher desks/files/etc.
16. The "tutoring" room sometimes must accommodate as many as 12 students.
17. Due to lack of space the Main Office conference room (typically used for principal's meetings) is being used for special education IEP meetings.
18. Cheerleading has no space and sometimes rehearses in classrooms and hallways.
19. There is no place where a whole school assembly can be held. Use of the gymnasium for assembly purposes exceeds the fire codes by almost 200 people. The auditorium holds about 40% of the school population.
20. Drama and musical productions have serious issues with storage and no facilities for changing costumes.

**Priority 2**

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

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1. Three portable buildings been installed and the District is considering requesting more.
2. Several committees have studied the building usage, space needs, and feasibility of new building vs. renovations and other options. In the most recent study the committee, led by an architectural firm and including representatives from all local political committees as well as engineers, builders, and architects who live in town, unanimously voted that a new school is needed.
3. The District pays a monthly fee to rent a trailer for storage of certain equipment

**Priority 2**

*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.*

In science, seventeen sections of chemistry in four full-time chemistry classrooms share two lab-equipped classrooms. This shared lab arrangement compromises chemistry instruction as well as eliminates common planning time for chemistry teachers. Teachers also improvise by using mobile carts to move demonstration materials from classroom to classroom.

Physics lab experiments are conducted in the hallways because only two classrooms are equipped to be physics labs. Physics is not able to offer double block lab periods, and this arrangement also eliminates common planning time for physics teachers. CCHS does not have a biology lab due to inadequate space.

The small size of the science classrooms doesn't provide adequate net free space for students. During science instruction, the entire class of students is clustered at one end of the room to observe a demonstration. In one classroom, access to the eye wash station located at the back of the room requires navigation through a crowded cluster of desks or workstations.

Additional space is needed to educate the 17% of the CCHS students requiring federal and state mandated special education programs. Out-of-district placements for special education students have increased from 3% to 3.5% due to lack of adequate space for special education programs. There is no space for Active Daily Living facilities for developmentally delayed young adults in the Pathways program. Previously dedicated space for occupational, physical, and counseling therapy is now shared among several departments. Privacy for counseling is not available due to shared spaces.

The arts program also suffers from severe space limitations. The band and chorus are each split into two sections because the classroom space cannot accommodate the entire band or the entire chorus at one time. Sculpture and architecture are held in a former autobody shop area due to lack of classroom space. The photography room is used to the maximum and there is no space for more than 20 students or for building another darkroom. The radio station doubles as a storage area. Drama musical productions have serious issues with lack of storage and no space for changing costumes. The auditorium is undersized and can only accommodate 40% of the student body.

**Please also provide the following:**

**Cafeteria Seating Capacity:** 240

**Number of lunch seatings per day:** 3

**Are modular units currently present on-site and being used for classroom space?:** YES

**If "YES", indicate the number of years that the modular units have been in use:** 3

**Number of Modular Units:** 3

**Classroom count in Modular Units:** 26

**Seating Capacity of Modular classrooms:** 26

**What was the original anticipated useful life in years of the modular units when they were installed?:** 10

**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:** 7

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

Four homerooms must be held in the library due to lack of classroom space.

The cafeteria is used for classroom studies.

Art classes are held in a former autobody shop space.

Some physics experiments are conducted in the hallways due to lack of suitable classroom space.

Closets and storage areas have been converted into special education instructional spaces.

**Please explain any recent changes to the district's educational program, school assignment policies, 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):**

There have been no significant changes.

**What are the district's current class size policies?:**

The goal is 23:1.

**Has the district closed, taken off-line, or converted to another, non-school use, any school facilities within the last 10 years?:** NO

**If "YES", please provide the name and address of any such school facility and provide a description of the reasons for removing the school from service.:**

**Priority 3**

*Please provide a detailed description of the "facility-related" issues that are threatening accreditation.*

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In 2004 The New England Association of Schools and Colleges sent a visiting team to review all aspects of the educational program we offered. Since that time NEASC has requested several updates on the state of the facility. At their June 22, 2008 meeting, NEASC decided to continue the school's accreditation, but **placed the school on warning** for concerns regarding its adherence to the Commission's Standards for Accreditation. NEASC issued the following recommendation that cannot be satisfied without additional space and/or significant renovation of the existing facility:

Curriculum

- The limited classroom space resulting in a limited number of classrooms available some periods of the day
- The number of overcrowded classrooms
- The significant space constraints in the science department as evidenced by the fact that classes are relocated/rotated on a regular basis in order to provide lab time for all courses
- The school's inability to increase the number of physics and chemistry classes due to lack of space

Community Resources for Learning

- The space constraints placed on the delivery of special education programs and services resulting in the inability to offer in-school services and thus necessitating out-of-district placements
- The lack of running water and restrooms in the portable buildings
- The electrical system which remains in need of updating
- The limited number of electrical outlets
- Storage constraints throughout the facility
- The ongoing HVAC issues
- The continuing issues with roof leaks
- The steep slope of the ramp leading to the lower gymnasium
- The number of doors (80) within the facility which present serious safety and security concerns

The Commission is particularly concerned that not only has little progress been made to resolve these concerns, but there is no formal plan, including funding sources, nor a timeline to ensure their resolution.

**Priority 3**

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

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The school district has upgraded facilities within the limits of space constraints. An undersized music room was retrofitted with more space efficient instrument lockers but the crowding issue remains uncorrected. A sufficiently sized language lab was retrofitted with new video streaming and instructional technology. To alleviate overcrowding in the Health & Fitness program a modular classroom was installed in 2005. The purchase and installation of of one modular classroom and one modular office space has been completed with funding from the Fiscal Year 2008 Capital plans. The district is considering addition of another modular building.

**Priority 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.***

The most immediate educational program limitations are the conditions of the 1960's era science labs and lack of adequate space for science, special education and art programs. The science program is limited by space, technology, and water, gas, and electrical distribution systems. Regulator and safety issues require immediate focus. Since 1998 our enrollment has increased from 938 to 1,268 students; this 35% increase in enrollment has led to classrooms scheduling at over a 90% utilization rate. In science, seventeen sections of chemistry in four full-time chemistry classrooms share two lab-equipped classrooms. This shared lab arrangement compromises chemistry instruction as well as eliminates common planning time for chemistry teachers. Teachers also improvise by using mobile carts to move demonstration materials from classroom to classroom.

Physics lab experiments are conducted in the hallways because only two classrooms are equipped to be physics labs. Physics is not able to offer double block lab periods, and this arrangement also eliminates common planning time for physics teachers. CCHS does not have a biology lab due to inadequate space.

The small size of the science classrooms doesn't provide adequate net free space for students. During science instruction, the entire class of students is clustered at one end of the room to observe a demonstration. In one classroom, access to the eye wash station located at the back of the room requires navigation through a crowded cluster of desks or workstations.

Additional space is needed to educate the 17% of the CCHS students requiring federal and state mandated special education programs. Out-of-district placements for special education students have increased from 3% to 3.5% due to lack of adequate space for special education programs. There is no space for Active Daily Living facilities for developmentally delayed young adults in the Pathways program. Previously dedicated space for occupational, physical, and counseling therapy is now shared among several departments. Privacy for counseling is not available due to shared spaces.

The arts program also suffers from severe space limitations. The band and chorus are each split into two sections because the classroom space cannot accommodate the entire band or the entire chorus at one time. Sculpture and architecture are held in a former autobody shop area due to lack of classroom space. The photography room is used to the maximum and there is no space for more than 20 students or for building another darkroom. The radio station doubles as a storage area. Drama musical productions have serious issues with lack of storage and no space for changing costumes. The auditorium is undersized and can only accommodate 40% of the student body.

**Please also provide the following:**

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

**If "WARNING", indicate the date accreditation may be switched to Probation or lost::** 3/22/2009

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

**Please provide the date of the first accreditation visit that resulted in your current accreditation status.:**

3/22/2004

**Please provide the date of the follow-up accreditation visit::** 3/22/2007

**Are Facility related issues related to Media Center/Library? If yes, please describe in detail in Question 1 above.:**

YES

**Are Facility related issues related to Science Rooms/Labs? If yes, please describe in detail in Question 1 above.:**

YES

**Are Facility related issues related to general Classroom spaces? If yes, please describe in detail in Question 1 above.:**

YES

**Are Facility related issues related to support spaces? If yes, please describe in detail in Question 1 above.:**

YES

**Priority 4**

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

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During the past 12 years the high school enrollment has grown by 342 students, from 926 students in School Year 1996 – 1997 to 1,268 in School Year 2008 -2009. This represents a nearly 37% increase in the number of students in the high school. This strong growth pattern runs counter to projections that rely on birth rates. Historically Concord and Carlisle have provided a strong school system that attracts professional couples that have started their families, often in urban areas and then moved into our towns as their children approach school age. Despite an overall declining trend in birthrates Concord's K-5 enrollment, at 1,233 students is currently 55 students above the 2007 NESDEC projections of 1,178 students. This will translate into higher 9-12 enrollments in the near future. Discussions with building departments in Carlisle and Concord also indicate that there is an abnormally high level of development underway in each town as a result of 40B projects moving forward after lengthy approval processes. Concord's building department reports that permits for mutli-family homes in 2008 will leap from a ten year average of 3.1 to 391. Carlisle's building department reports that a 35 unit 40B development has been approved and that 7 to 10 other 3-5 bedroom homes have also been approved as paving in new areas of town will support expanded development. We also believe that the decline in real estate prices will attract families into our communities that are seeking strong school systems. And, Concord's three new elementary schools and Carlisle's plan to rebuild the Spaulding school building will attract students from the private schools as will the economic downturn. The turnover in housing stock as older residents of large homes in Concord and Carlisle downsize will also bring students in to the high school population in the future.

**Priority 4**

*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.*

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Conducted Master Plan Studies in 1999.

Conducted feasibility study in summer of 2005.

Submitted MSBA Statement of Interest in December 2006 and a refreshed Statement of Interest in November of 2008.

We have placed three modular buildings on the campus to alleviate the 90% utilization rate of classrooms within the building. We are discussing the addition of a fourth modular.

**Priority 4**

*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.*

Our current high school facility contains a high percentage of undersized classrooms. The facility was built before the introduction of technology into the classroom was envisioned and the space needs for classroom technology compounds the space issue. In priority two we have cited specific problems in our science labs, special education and art programs associated with the facility. We believe the continued growth in enrollment will lead to serious impact on the district's ability to deliver services. We need additional space to develop stronger in-house special education programs to offset increasingly expensive out-of-district programs. We can barely meet the demand for science labs in our facility. The NEASC has placed the high school on warning status due to facility issues.

Further enrollment growth will further exacerbate the problems that are described in detail in priority 2. As the high school enrollment grows we will no longer be able use the cafeteria as a study hall. We have an undesirable amount of studies taking place in the cafeteria and we are running out places for studies. As the student count increases we will need to offer more lunches as the throughput capacity of the cafeteria will limit our ability to have only three lunch seatings. Teachers are conducting some physics experiments in the hallways, are carting materials from classroom to classroom and resultantly have less common planning time which directly impacts students.

**Please also provide the following:**

**Cafeteria Seating Capacity:** 240

**Number of lunch seatings per day:** 3

**Are modular units currently present on-site and being used for classroom space?:** YES

**If "YES", indicate the number of years that the modular units have been in use:** 3

**Number of Modular Units:** 3

**Classroom count in Modular Units:** 26

**Seating Capacity of Modular classrooms:** 26

**What was the original anticipated useful life in years of the modular units when they were installed?:** 10

**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:** 7

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

Four homerooms must be held in the library due to lack of classroom space.

The cafeteria is used for classroom studies.

Art classes are held in a former body shop space.

Some Physics experiments take place in the hallway due to lack of suitable classroom space.

Closets and storage areas have been converted into specialty instruction spaces.

CCHS has open/off campus privilege for juniors and seniors. If the school did not have these privileges there would definitely not be enough rooms to hold the entire student body in either supervised studies or classes. CCHS would not have enough space in the cafeteria to feed the entire student body if they all ate within the school. This is true despite the fact that CCHS has three lunch blocks.

**Please explain any recent changes to the district's educational program, school assignment policies, 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):.**

There have been no significant changes.

**What are the district's current class size policies?:**

The goal is 23:1.

**Has the district closed, taken off-line, or converted to another, non-school use, any school facilities within the last 10 years?:** NO

**If "YES", please provide the name and address of any such school facility and provide a description of the reasons for removing the school from service.:**

**Priority 5**

***Please provide a detailed description of the energy conservation measures that are needed and include an estimation of resultant energy savings as compared to the historic consumption.***

Energy consumption in this 48 year old facility is high, several key concerns are noted below:

1. An evaluation of electrical energy efficiency performed by Symmes, Maini & McKee Associates (SMMA) indicates that Concord-Carlisle High School's energy consumption density is slightly higher than 10kwh/ft<sup>2</sup> per year, or 25% higher than the national average of approximately 8kwh/ft<sup>2</sup> per year in the SMMA database.
2. Water conserving fixtures should be installed in all toilet rooms.
3. Replacement of single pane non-insulated window systems should be a priority in order to meet energy codes, and increase efficiency of HVAC systems. Large expanses of single-pane plate glass should be replaced with thermally insulated safety glass. This is a safety issue as well as an energy issue. Many of the exterior wall systems are not insulated and not properly designed for the New England climate.

Addressing the issues above would result in estimated annual savings of 10%.

1. During the 2004-05 school year a building study committee worked with the architectural firm Symmes, Maini & McKee Associates (SMMA) to thoroughly examine all aspects of the school. The following represent the findings, observations, and recommendations of the SMMA study presented to the committee.
  1. The buildings have significant issues with respect to accessibility requirements. Of particular concern is handicapped access to major public spaces such as the library, the gyms, and the auditorium. Handicapped accessibility to toilets and compliant door approach clearances are also of concern.
  2. Major building components, such as some finishes and the roofing system, are candidates for replacement because of age.
  3. Major public spaces are the most worn out areas of the building. The cafeteria and locker/gymnasium spaces are in particularly poor condition.
  4. Plumbing conditions, while serviceable, require re-piping kitchen waste-drains and replacement of suspected broken piping.
  5. Signs of corrosion on the water systems exist.
  6. High pressure gas main service and meter need to be replaced and relocated to run through the building.
  7. Water conserving fixtures should be installed in all toilet rooms.
  8. Currently the science classrooms and prep areas are being supplied by domestic hot and cold water piping (a violation of today's plumbing code requirements). The science classrooms and prep areas should be supplied with non-potable water with proper backflow prevention devices to protect the potable system from contamination. The emergency showers and eyewashes that support these science areas are supplied with cold water only. Emergency showers and eyewash stations should be supplied by tempered water (a blend of hot and cold water).
  9. The fire protection system in the mechanical space in Building A is a limited area sprinkler system and is supplied from the domestic water system. The high school complex is not a fully sprinklered facility.
  10. The gas-fired rooftop HVAC units serving the shop spaces in I-Wing should be replaced. The control system should be replaced with a system that will satisfy the future requirements of the school and be maintainable through an independent service agent, if necessary.
  11. Existing air handling units installed in the cafeteria should be modified or replaced to resolve the excessive noise levels.
  12. An operator work station should be installed in the high school to allow for on-site monitoring and adjustment of the HVAC systems; this can be in addition to the off-site operator workstation installed at the Ripley Building.

Building Code Implications – Massachusetts is planning to revise its building codes by adopting a modified application of the International Building Code; revisions may have some bearing on any proposed modifications to the HVAC system.

Electrical Systems

Power Distribution

**Priority 5**

*Please describe the measures the School District has already taken to reduce energy consumption.*

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1. Many lighting fixtures have been replaced under a state energy grant and district capital funds.
2. A high efficiency hot water system was installed in close proximity to the kitchen facility and eliminated a long circuitous route from an older system.
3. Control systems are being updated where possible and capital funds have been designated for more substantial improvements to the energy management systems.
4. Many doors have been replaced with properly fitted insulated exterior doors.

**Priority 5**

*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.*

Monies that could be used to enhance educational offerings and improve facilities are being diverted to inordinately high energy costs.

The existing infrastructure will not support emerging demands.

**Please also provide the following:**

**Age of Roof (Years):** 33

**Were any major repairs or renovations of the roof undertaken in the past?:** YES

**If "YES", please provide the year of the last major repair/renovation of the roof:** 2007

**Age of Windows (Years):** 48

**Were any major repairs or renovations of the windows undertaken in the past?:** YES

**If "YES", please provide the year of the last major repair/renovation of the windows:** 1994

**Age of Doors (Years):** 2

**Were any major repairs or renovations of the doors undertaken in the past?:** YES

**If "YES", please provide the year of the last major repair/renovation of the doors:** 2006

**Age of HVAC (Years):** 48

**Were any major repairs or renovations of the HVAC undertaken in the past?:** YES

**If "YES", please provide the year of the last major repair/renovation of the HVAC:** 1997

**Age of Boilers (Years):** 13

**Were any major repairs or renovations of the boilers undertaken in the past?:** YES

**If "YES", please provide the year of the last major repair/renovation of the boilers:** 1995

**Age of Electrical System (Years):** 48

**Were any major repairs or renovations the electrical system undertaken in the past?:** NO

**If "YES", please provide the year of the last major repair/renovation of the electrical system:**

**Age of Lighting System (Years):** 13

**Were any major repairs or renovations of the lighting system undertaken in the past?:** YES

**If "YES", please provide the year of the last major repair/renovation of the lighting system:** 2007

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

**If "YES", please provide the name of the individual and his/her professional affiliation:**

John O'Dell Concord Municipal Light Plant and Energy Consultants

**Please also provide the date of the inspection::** 7/1/2007

**Please describe how addressing the system will extend the useful life of the facility that is the subject of this SOI (maximum of 5000 characters):**

The district has requested debt exclusions to address facility deficiencies. Key components of the projects within the building are described as follows:

The Regional School District has initiated capital projects to replace a non-functioning classroom communication system. While several areas of the facility could not be reached via the intercom the replacement enables two-way communication between the Main Office and classrooms, the facility still contains over seventy exterior doors and cannot be readily secured for a lockdown.

Funds available for capital projects plan have targeted resolution of safety concerns. The non-operational magnetic release/fire alarm interface to the fire alarm system has been remediated during the summer of 2006. The integration of the door hardware to the fire alarm system required is budgeted for \$360,000 of capital expenditures.

Several classroom areas lighting fixtures have been replaced in conjunction with a State Energy Conservation Improvement Program grant.

Significant relief of space and programmatic issues are far more costly and cannot be addressed by yearly requests for capital projects. The work described above is on-going maintenance that will extend the useful life of the building.

**Priority 7**

*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.*

---

1. The two science labs are both Chemistry labs. Having only two labs constricts the number of chemistry classes that can be offered. This year (06-07) the chemistry labs are scheduled all day and additional sections of chemistry cannot be added. Concord-Carlisle High School (CCHS) chemistry students are usually a combination of sophomores and juniors. The current freshman class (as of this writing) is more than 30 students greater than either of the current classes involved in chemistry. Next year chemistry classes will be restricted.
2. CCHS does not have a biology lab. Faculty must be creative in offering biology as a laboratory science. The teachers and students regularly move desks and chairs around the room to establish a lab type setting which is unfortunately so crowded that the types of labs offered must be restricted to maintain safety.
3. CCHS does not have a true physics laboratory and therefore physics laboratory science is very limited. In an effort to provide learning opportunities for students, the physics teachers regularly use the corridors, parking lots, and other outdoor areas for student experiments.
4. The photo room is used to the maximum. There is no space for expansion so that the classes could be larger than 20, or for building another dark room space so that the number of classes offered could be increased.

**Priority 7**

*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.*

---

1. Limit the number of course offerings and electives to fit within the available space.
2. Limit the size of science classes and photo classes and limit the number of classes in order to fit the available space.
3. Limit the types of experiments conducted within the science offerings due to high utilization of existing lab spaces, and the associated constrictions of these outdated facilities.
4. Limit the breadth of programs for special education services. The District would like to further expand the delivery of special education services within the district.

**Priority 7**

***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.***

The most immediate educational program limitations are the conditions of the 1960's era science labs and lack of adequate space for science, special education and art programs. The science program is limited by space, technology, and water, gas, and electrical distribution systems. Regulator and safety issues require immediate focus. Since 1998 our enrollment has increased from 938 to 1,268 students; this 35% increase in enrollment has led to classrooms scheduling at over a 90% utilization rate. In science, seventeen sections of chemistry in four full-time chemistry classrooms share two lab-equipped classrooms. This shared lab arrangement compromises chemistry instruction as well as eliminates common planning time for chemistry teachers. Teachers also improvise by using mobile carts to move demonstration materials from classroom to classroom.

Physics lab experiments are conducted in the hallways because only two classrooms are equipped to be physics labs. Physics is not able to offer double block lab periods, and this arrangement also eliminates common planning time for physics teachers. CCHS does not have a biology lab due to inadequate space.

The small size of the science classrooms doesn't provide adequate net free space for students. During science instruction, the entire class of students is clustered at one end of the room to observe a demonstration. In one classroom, access to the eye wash station located at the back of the room requires navigation through a crowded cluster of desks or workstations.

Additional space is needed to educate the 17% of the CCHS students requiring federal and state mandated special education programs. Out-of-district placements for special education students have increased from 3% to 3.5% due to lack of adequate space for special education programs. There is no space for Active Daily Living facilities for developmentally delayed young adults in the Pathways program. Previously dedicated space for occupational, physical, and counseling therapy is now shared among several departments. Privacy for counseling is not available due to shared spaces.

The arts program also suffers from severe space limitations. The band and chorus are each split into two sections because the classroom space cannot accommodate the entire band or the entire chorus at one time. Sculpture and architecture are held in a former autobody shop area due to lack of classroom space. The photography room is used to the maximum and there is no space for more than 20 students or for building another darkroom. The radio station doubles as a storage area. Drama musical productions have serious issues with lack of storage and no space for changing costumes. The auditorium is undersized and can only accommodate 40% of the student body.

## Vote

---

Vote of Municipal Governing Body YES: NO: Date:

Vote of School Committee YES: NO: Date:

Vote of Regional School Committee YES: 7 NO: 0 Date: 11/13/2008

**Form of Vote**

The following form of vote should be used by both the City Council/Board of Aldermen, Board of Selectmen/equivalent governing body AND the School Committee in voting to approve this Statement of Interest.

If a regional school district, the regional school district should use the following form of vote.

Resolved: Having convened in an open meeting on Nov. 13, 2008, the School Committee [City Council/Board of Aldermen, Board of Selectmen/Equivalent Governing Body, School Committee] of Concord-Carlisle RSD [City/Town/School District], 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 Nov. 13, 2008 for the Concord-Carlisle High School [Name of School] located at 500 Walden St., Concord, MA [Address] which

describes and explains the following deficiencies and the priority category(s) for which Concord-Carlisle Reg. School Dist [Name of City/Town/District] may be invited to apply to the Massachusetts School Building Authority in the future

Priority 2 - Elimination of existing severe overcrowding

Priority 3 - Prevention of the loss of accreditation

Priority 4 - Prevention of severe overcrowding expected to result from increased enrollments

Priority 5 - Replacement, renovation or modernization of the heating system in a

schoolhouse to increase energy conservation and decrease energy related costs.

Priority 7 - Replacement of or addition to obsolete buildings in order to provide for a full range of programs [Insert a description of the priority(s) checked off on

the Statement of Interest and a brief description of the deficiency described therein for each priority], and hereby further specifically acknowledges that by submitting this Statement of Interest, 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 Concord-Carlisle Regional School District [Name of City/Town/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.

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

**Chief Executive Officer**

**School Committee Chair**

**Superintendent of Schools**

(print name)

(print name)

(print name)

(signature)

(signature)

(signature)

Date

Date 11/13/08

Date 11.13.08

**Attachment B: MSBA Contract for Owner's Project Management Services**

**CONTRACT FOR PROJECT MANAGEMENT SERVICES**  
**(Design/Bid/Build Project)**

This Contract is made this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ between  
the \_\_\_\_\_, \_\_\_\_\_ between  
(Owner) (day) (month) (year) (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)  
\_\_\_\_\_  
\_\_\_\_\_

For the performance of all services required under this Contract, and excluding those services specified under Articles 9 and 10 of this Contract, the Owner's Project Manager shall be compensated by the Owner as follows and in accordance with the Payment Schedule included as Attachment A:

Not-to-Exceed Fee for Basic Services: \_\_\_\_\_  
\$[insert total fee amount]

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 and seal)  
Date \_\_\_\_\_

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## **ARTICLE 1: DEFINITIONS**

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

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

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

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

**COMMISSIONING AGENT** -- 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.

**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.

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

**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.

**NOTICE to PROCEED** -- the written communication issued by the Owner to the Contractor authorizing him to proceed with the construction 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 entity identified as such on page one of this Contract performing the professional Project Management Services under this Contract.

**D-B-B**

**May 12, 2008**

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**PHASE** – a distinct portion of the work of this Contract and its associated duration, as identified on Attachment A. An 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 Owner-Authority Project Scope and Budget 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.

**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.

**PROJECT SCOPE AND BUDGET AGREEMENT** – the Agreement described in 963 CMR 2.10(10) and executed by the Authority and the Owner.

**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 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.

**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.

**SUBCONTRACTOR** -- the 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 or required herein or by Law. Subcontractor when used also means “Trade Contractor” except when otherwise specified.

**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** - Subcontractors having a direct contractual relationship with the Contractor, to perform one or more 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 warrants to the Owner that it shall perform its services hereunder with that degree of skill and care ordinarily exercised by similarly situated members of 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, based on industry standards and in coordination with the services provided by the Designer.
- 2.4 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 Contractor shall be solely responsible for construction means, methods, techniques, sequences and procedures and for safety precautions and programs in connection with the Project and for performing in accordance with the contract between the Owner and Contractor.
- 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 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 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.

### **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, Project closeout and 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.
- 4.4 The Owner's Project Manager shall comply with the 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 so long as the foregoing do not materially contradict the Owner's Project Manager's obligations and responsibilities hereunder.

- 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 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 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.
- 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 No Subconsultant to the Owner's Project Manager 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.

#### **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 or the Contractor. The Owner's Project Manager shall monitor the performance of the Designer and the Contractor 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, in writing, anytime the Owner's Project Manager determines that either the Designer or the Contractor'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 page one of the Contract. 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.
- 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 the costs of (a) rebidding of the general bid 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.

- 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, subject to approval by the Authority, for the Designer, Contractor and Trade Subcontractors..

## **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 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, Subcontractors and other consultants, vendors or suppliers) and establish the procedure for correspondence, document control, designer and contractor submittal logs, change order reporting and other tracking logs, as needed . The draft 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 as needed to include the award of a construction contract and/or no later than 30 days after Approval to Proceed to the Construction Phase. The Owner's Project Manager shall include the Designer and the Contractor 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 Feasibility Study/Schematic Design Phase of this Contract, the Owner's Project Manager shall monitor and report to the Owner and the Authority any variations to the Feasibility Study Budget, Scope and Schedule established in the Owner-Authority Feasibility Study Agreement. During the Design Development/Construction Documents/Bidding Phase, the Owner's Project Manager shall monitor and report to the Owner and the Authority any

variations 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 shall prepare a detailed baseline Project Budget from the Project Scope and Budget Agreement, in a form acceptable to the Owner and the Authority, which will serve as the Project control against which all Designer estimates, contractor bids and other cost information will be measured. The Owner's Project Manager shall submit this detailed baseline Project Budget 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 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 at each Design phase (feasibility/schematic, design development and construction documents). The Owner's Project Manager shall compare its cost estimate to that prepared by the Designer and/or CM at Risk 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/or 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.

#### 8.1.2.3 Project Schedule

The Owner's Project Manager shall prepare a detailed baseline Project Schedule from the Project Scope and Budget Agreement, in a form acceptable to the Owner and the Authority, which will serve as the Project control against which all Project progress will be measured. 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 to 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 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 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, safety performance, construction QA/QC, environmental compliance, community issues, 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.
- 8.1.4.1.2 Prepare independent cost estimates and schedule impact analysis for those proposed change orders with an estimated value in excess of \$50,000.
- 8.1.4.1.3 Initiate, conduct, and document negotiations through a memorandum

of negotiations with the Contractor.

- 8.1.4.1.4 For all change order requests by the Contractor, make recommendations to the Owner for their acceptance or rejection.
- 8.1.4.1.5 Prepare and finalize any documentation required for processing change orders including documentation to support or reject the change.
- 8.1.4.1.6 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 obligations under the claims article of the construction contract documents. Prepare defense positions in coordination with the Designer and the Owner.
- 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.

#### 8.1.5 MBE/WBE Compliance Monitoring

The Owner's Project Manager shall oversee and monitor the Designer's and Contractor's compliance with MBE/WBE requirements.

#### 8.1.6 Site Investigations and Environmental Testing

Prior to Designer Selection, the Owner's Project Manager shall determine the need for and assist in 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..

#### 8.1.7 Project Records and Reports

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 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 assemble for the Owner's review all documents pursuant to a 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.

### 8.2.2 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 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. The 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 the VEC.
  - 8.2.2.2 The Owner's Project Manager shall lead bi-weekly design coordination meetings 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 MA CHPS guidelines dated October 16, 2006.

#### 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, as requested by the Owner, 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 Authority's commissioning agent. The Owner's Project Manager shall be responsible for providing the necessary documents to the commissioning agent for its review, distributing review comments made to the Designer, Owner and the Authority and be responsible for the timely resolution and incorporation of the commissioning agent's recommendations.

#### 8.4 Construction Documents

- 8.4.1 The Owner's Project Manager shall monitor the activities and responsibilities of the Designer in the preparation of complete construction specifications and drawings in accordance with the Designer's contract. The Owner's Project Manager shall:
- a. Prepare independent construction cost estimates, as requested, 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 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 to produce cost – effective quality construction, cost reduction, and/or improvement of the construction schedule. The review shall include constructability, operability and biddability as well as document clarity and coordination between drawings and to identify conflicts between drawings and specification. The constructability review will identify any 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 review of the construction documents also shall include, but not be limited to, safety concerns, access, usable area, parking, utilities, anticipated noise sources during construction and identification of field offices, facilities, supplies and equipment.
- 8.4.4 The Owner's Project Manager shall coordinate the timely review of the construction documents by the Commissioning Agent 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.
- 8.4.5 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 all pre-bid conferences and meetings and, assist, if directed by the Owner.
- c. Attend 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 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 accepting 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 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 and inspection staff (including specialists), necessary for the safe, quality, on-budget, on-schedule completion of the Project in accordance with the construction contract documents and applicable permits 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 processing of submittals, issuance of timely decisions and directives and assuring each consultant or subconsultant to the Designer make 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 the recommended schedule of values for the Contractor 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, 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 determine 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 including work installed, volume measurements, time sheets, crew sizes and mixes, and equipment utilized.
- 8.6.5.5 The Owner's Project Manager shall determine 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.
- 8.6.5.9 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.
- 8.6.5.10 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.
- 8.6.5.11 The Owner's Project Manager shall shoot and maintain Project progress photographs and videography 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 Agent, 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 verify 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.

## 8.7 Completion Phase

- 8.7.1 The Owner's Project Manager shall conduct inspections of all completed work at substantial completion to develop punch lists; verify substantial completion of work; assist in 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 first prepare its own detailed punchlist and shall then coordinate a subsequent walk-through with the Designer and the Authority's Commissioning Agent, adding to the Owner's Project Manager's prepared punchlist. 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. .
- 8.7.2 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.
- 8.7.3 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.
- 8.7.4 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.

## **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 of the general bid if not the fault of the Owner's Project Manager;
  - 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;
  - 9.2.6 Providing consultation concerning replacement of any work damaged by Acts of God, fire, explosion, flood, extreme weather conditions, terrorist acts or other similar cause, but not the result of errors, omissions, negligence, or means and methods employed by the General Contractor or a Subcontractor during construction;
  - 9.2.7 Assisting the Owner in litigation, claims resolution or non-binding mediation arising out of the Designer contract and 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 Provide 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, 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.
  - 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 fifteen (15) 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.

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, 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 to the extent caused by the negligence of or the breach 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, 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 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 Owner's Project Manager shall contractually obligate all of its Subconsultants to defend, indemnify and hold harmless the Owner and the Authority to the same extent that the Owner's Project Manager is required to do so under this Section.

### **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 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 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 the Contract between the Owner and the Project Manager or for such longer period as 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 any of its Subconsultants, shall submit to both the Owner and the Authority originals of the required certificates of insurance simultaneously with the execution of this Contract. Certificates of insurance evidencing the coverage required hereunder, together with evidence that all premiums for such insurance have been fully paid, shall be filed with the Owner and the Authority. 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. 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 All such insurance policies and certificates of insurance shall name the the Owner, the Authority and such other parties as the Owner may require, as additional insured parties with endorsements providing protection to the Owner and the Authority as though separately issued, and shall provide that such insurance is primary to any insurance carried by the Owner or the Authority.
- 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 below. 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.
- 15.7.2 Comprehensive Commercial General Liability Insurance (including Premises/Operations; Hazards; Products/ Completed Operations; Contractual; Independent Contractors; Broad Form Property Damage, Personal Injury) with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 aggregate. The Owner's Project Manager shall maintain such insurance in full force and effect for a minimum period of one year after final payment and shall continue to provide evidence of such coverage to the Owner and the Authority.
- 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 the Agreement between the District and the Designer in the event of loss or destruction while in the custody of the Designer until the final fee payment is made or all data is turned over to the District, 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 and for a period of six years thereafter. The minimum amount of such insurance shall be a combined single limit equal to the higher of \$2,000,000 or 10% of the Project's estimated cost of construction.

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 covered by this Contract.

**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, computer programs, documents, models, inventions, equipment, and any other documentation, product of 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 firm and/or individuals in the firm 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.

- 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 MGL c.151B.
- 17.6 Certification of Non-Collusion: The signatory 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 Venue and Waiver of Jury: Any suit by either party arising under this Contract shall be brought only in the Superior Court in the county where the Project is located. The parties hereto waive any argument that this venue is not appropriate or that the forum is inconvenient. The parties hereto waive all rights, if any, to a jury trial in any dispute arising under this Contract.

**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>
---------------------	------------------------

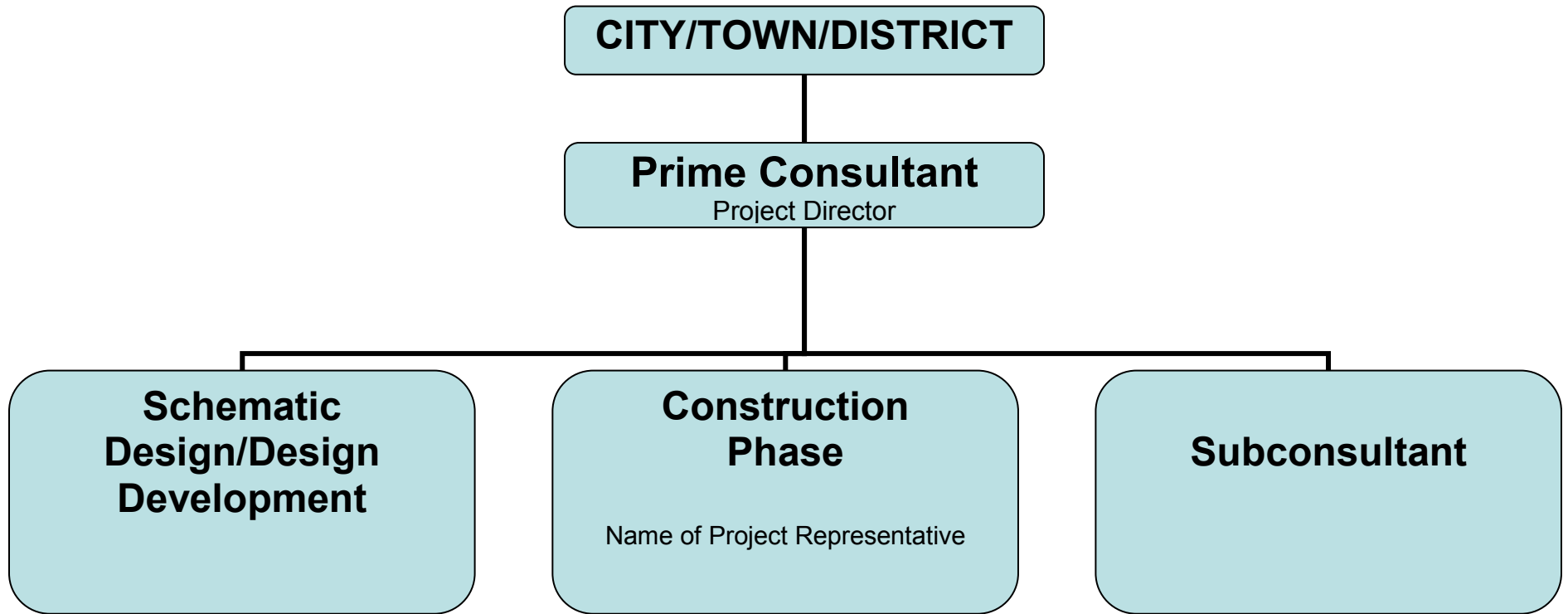
The Owner's Project Manager shall perform the Services in accordance with the following Schedule:

<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		
<b><u>Independent Cost Estimates</u></b>		
Task 8.2.2 – Up to two estimates	\$X/per estimate	N/A
Task 8.3 – One Estimate	\$X/per estimate	N/A
Task 8.4 – Up to two estimates	\$X/per estimate	N/A

**Attachment C: OPM Application Form**

<b>Owner's Project Manager Application Form - May 2008</b>					
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? <input type="checkbox"/> Yes <input type="checkbox"/> 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:



RFS for Owner's Project Manager  
 Concord-Carlisle High School

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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.	
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):

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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)									

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

8. **Capacity:** Identify all current/ongoing Work by Prime Applicant, Joint-Venture Members or 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.								

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 Concord-Carlisle High School

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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 \_\_\_\_\_ Printed Name And Title \_\_\_\_\_ Date \_\_\_\_\_  
(Signature)

## **Attachment D: Required Certifications**

Please attach proof of certifications including but not limited to:

- MCPPO Certification
- Proof of registration by the Commonwealth of Massachusetts as an architect or professional engineer (if applicable)
- List of all claims, including insurance claims and claims in litigation or adjudicatory process or settled, brought by or against the firm/individual in the past three (3) years, including for each the reason for the claim, name(s) of claimant(s) and outcomes.
- Demonstrated ability to secure general liability insurance, worker's compensation, and automobile insurance for all proposed staff that will be involved in the project.
- Any other certifications that may be relevant

Please review the main body of the RFS to identify required certifications.

## **Attachment E: Legal Advertisement**

**LEGAL NOTICE  
CONCORD-CARLISLE REGIONAL SCHOOL DISTRICT  
HIGH SCHOOL BUILDING COMMITTEE  
REQUEST FOR  
OWNER'S PROJECT MANAGEMENT SERVICES  
CONCORD-CARLISLE HIGH SCHOOL**

The Concord-Carlisle Regional School District, through the High School Building Committee, is soliciting proposals for a qualified Owner's Project Manager as defined in Massachusetts General Laws Chapter 149, Section 44A½ for the design, construction, addition to and/or renovation of the Concord-Carlisle Regional High School on 500 Walden Street in Concord, Massachusetts. The scope of services in the contract to be awarded at this time consists of owner's project management services for the project's feasibility study and schematic design phase only. During these phases, individuals/firms will be required to oversee the designer's work as it relates to the quality of design, efficiency of design and cost effectiveness. Subject to approval of the project by the Massachusetts School Building Authority and continued funding authorized by the Concord-Carlisle Regional School District, the contract between the District 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 full Request for Services (RFS) is available from Deputy Superintendent of Finance and Operations John Flaherty, via email to [jflaherty@colonial.net](mailto:jflaherty@colonial.net) or at the Business Office at the Ripley Building, 120 Meriam Road, Concord, Massachusetts on or after Wednesday, October 13, 2010, between the hours of 10:00 a.m. and 4:00 p.m. (Boston time). Preliminary programming, needs assessment and other background information for this project are available for review at the Business Office or on the following web site: [http://www.cchsmasterplan.org/pb/docs/section\\_01-FINAL.pdf](http://www.cchsmasterplan.org/pb/docs/section_01-FINAL.pdf)

An informational briefing session and facility tour for prospective Owner's Project Managers will be held on Tuesday, October 19, 2010 at 10:00 a.m. (Boston time) in the Little Theater at Concord-Carlisle Regional High School, 500 Walden Street, Concord, MA. Non-price proposals are to be submitted no later than Friday, October 29, 2010 at 10:00 a.m. (Boston time) to the Business Office, 120 Meriam Road, Concord, MA 01742. Proposals submitted by fax or by electronic mail will not be considered. Fee for services through the feasibility study and schematic design phases will be negotiated, with the Owner's Project Manager providing pricing information for all phases specified in the contract at the time of fee negotiation. Contract services will begin immediately. The Concord-Carlisle Regional School District reserves the right to waive any informality in the proposal process or to reject any and all proposals or to make the award deemed in its own discretion to be in the best interest of the Concord-Carlisle Regional School District.

**Attachment F: Certificate of Non-Collusion**

**CERTIFICATE OF NON-COLLUSION**

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

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(Signature of person signing bid or proposal)

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(Typed name of person signing bid or proposal)

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(Name of business)

**Attachment G: Statement of Tax Compliance**

**STATEMENT OF STATE TAX COMPLIANCE**

Pursuant to MGL Chapter 62C, S. 49A, as amended, I \_\_\_\_\_

\_\_\_\_\_  
NAME & TITLE

authorized signatory for \_\_\_\_\_

CONTRACTING PARTY

whose principal place of business is at \_\_\_\_\_

\_\_\_\_\_  
ADDRESS

do hereby certify under the pains and penalties of perjury that \_\_\_\_\_

\_\_\_\_\_  
CONTRACTING PARTY

has complied with all laws of

the Commonwealth relating to taxes, reporting of employees and contractors, and withholding  
and remitting child support.

CONTRACTING PARTY'S SOCIAL  
SECURITY OR FEDERAL I.D. NUMBER:

\_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

**Attachment H: Certificate of Authority**

**CERTIFICATE OF AUTHORITY  
MEETING OF BOARD OF DIRECTORS**

At a meeting of the Directors of the \_\_\_\_\_ duly called and held at  
\_\_\_\_\_ Corporation  
\_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_ Location  
20\_\_\_\_, at which a quorum was present and acting, it was voted that \_\_\_\_\_ the  
\_\_\_\_\_ Name  
\_\_\_\_\_ of this Corporation a Contract for  
\_\_\_\_\_ Title/Position  
\_\_\_\_\_ with the \_\_\_\_\_,

and performance and payment bonds each in the amount of the Owner Contract, in connection with such Contract.

*I 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 as of this date, and that*

\_\_\_\_\_ is duly elected \_\_\_\_\_ of this Corporation.

\_\_\_\_\_  
Clerk or Secretary of the Corporation

\_\_\_\_\_  
Date

**Attachment I: Certificate of Payment of Prevailing Wages**

**CERTIFICATION REGARDING PAYMENT OF PREVAILING WAGES**

The undersigned hereby certifies, under pains and penalty of perjury, that the foregoing bid is based upon the payment to laborer to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Industries. The undersigned bidder agrees to indemnify the warding authority for, from and against any loss, expense, damages, actions or claims including any expense incurred in connection with any delay or stoppage of the project work arising as a result of (1) the said bid to be based upon the payment of the said applicable prevailing rates or (2) the failure of the bidder, if selected as the contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

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Date

---

Name of person signing bid or proposal

---

Signature of person signing bid or proposal

Title

---

Name of Business (Please Print or Type)