If you have printed this bid from the City of Quincy's Website or through an email, it is your responsibility to check for addenda at www.quincyma.gov before you turn in your proposal. "Please send an acknowledgment that you have printed out this bid via email to; kimtrillcott@quincyma.gov" The City of Quincy will not be responsible for any bids received omitting any addenda acknowledgement.

Thank you

Request for Services (RFS)
Owner's Project Manager (OPM) for Sterling Middle School
City of Quincy
Quincy, Massachusetts

Notice

2015

The **City of Quincy**, (ñOwnerò) is seeking the services of a qualified ñOwnerôs Project Managerò as defined in Massachusetts General Laws Chapter 7 Designer services and as further defined by the provisions of this RFS, to provide Project Management Services for the design, construction, addition to and /or renovation of the Sterling Middle School (ñSchoolò) in Quincy, Massachusetts (ñProjectò).

Proposals will be received at the office of the Purchasing Department; City Hall; 1305 Hancock Street; Quincy, MA 02169, until **September 15, 2016 @ 11:00 a.m.**

Detailed specifications are available on-line at the City of Quincyôs website, www.quincyma.gov and also available at the office of the Purchasing Agent, Quincy City Hall, 1305 Hancock Street, Quincy, Massachusetts, 02169, between the hours of 8:30 AM and 4:30 PM

The City of Quincy shall determine the selected proposer(s). The City of Quincy reserves the right to withdraw the Request for Services Proposals; to reject any and all proposals; and to accept any proposal deemed to be in the best interest of the City of Quincy.

All questions regarding this bid should be directed to Kathryn R. Hobin, Purchasing Agent through fax: 617-376-1074 and email: purchasing@quincyma.gov Questions will be accepted until September 9, 2016 at 4:00 p.m.

Thomas P. Koch, MAYOR

Kathryn R. Hobin, PURCHASING AGENT

LEGAL: AUGUST 31, 2016
LEGAL: SEPTEMBER 31, 2016

CENTRAL REGISTER
P.O. # S091516

DEPT. CHARGED: PUBLIC BUILDING

REQUEST FOR OWNER'S PROJECT MANAGEMENT SERVICES (RFS)

1. Introduction

The **City of Quincy**, (ñOwnerò) is seeking the services of a qualified ñOwnerôs Project Managerò as defined in Massachusetts General Laws Chapter 149, Section 44A½ and as further defined by the provisions of this RFS, to provide Project Management Services for the design and construction of the Sterling Middle School (ñSchoolò) in Quincy, Massachusetts (ñProjectò).

The Owner is requesting the services of an Ownerôs Project Manager to represent the Owner during the following phases of the project: design development, construction documents, bid and award, construction and final closeout of the potential Project. The estimated total cost of the Project is now anticipated to be $58M.

2. Background

Sterling Middle School is now a 73,880 square foot facility, built in 1926, serving a Grade 6-8 population, and contains a middle school population of approximately 340 students. A large portion of Sterling's mechanical electrical and plumbing components were installed during the construction of the facility in 1926. The building has not benefited from any substantial upgrades or improvements to the electrical and plumbing infrastructure or to the interior/exterior structures. The District has identified deficiencies in major building systems and following a collaborative process with the Massachusetts School Building Authority, has determined to construct a new middle school facility, which meets the academic requirements of the Department of Education and the needs of the middle school families and community in Quincy.

3. Project Description, Objectives and Scope of Services

It is anticipated that the construction of the facility will occur in three phases.

Construction Phase I will begin in June 2017 and will include the abatement and partial demolition of the existing building. Demolition extents include the gymnasium, locker rooms, and a three-story classroom bay consisting of two general classrooms. The scope of the partial demolition includes approximately 17,100 square feet which accounts for roughly 20% of the total existing building area.The partial demolition of the existing building is required in order to allow room for construction of the new facility. The site includes significant site restrictions requiring that the new building be squeezed between a flood plain and the existing building while still maintaining mandated zoning setbacks and available open space. The demolition phase will occur during the summer months when the school is not occupied.

Construction Phase II will begin in August, 2017 and includes the new building and all other amenities within the site construction boundaries including the required foundations, structural steel, building enclosure, and finishes. During this phase, the portion of the existing building which has not been demolished (80%) will remain occupied.

Construction Phase III will begin in March, 2019, after the new building is 100% complete and occupied. This phase will consist of the abatement and demolition of the remaining existing building. Site work,

including final grading and landscaping will also take place to bring the entire project to 100% completion.

The required scope of services is set forth in the standard contract for Ownerôs Project Management Services for a CM at Risk delivery method attached hereto as Attachment B and incorporated by reference herein. The work is divided into the Project Phases as listed in Attachment A of this contract, and outlined in the previous paragraph. The durations of the Phases as described anywhere at this time are estimates only, based on the Ownerôs 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. Design Development/Construction Documents/Bidding Phase; and ***10-12*** months
2. Construction Phase. ***24-36*** months

4. Minimum Requirements and Evaluation Criteria:

Minimum Requirements:

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

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

- The Project Director shall be a person who is registered by the Commonwealth of Massachusetts as an architect or professional engineer and who has at least 5 years experience in the construction and supervision of construction and design of public buildings.

or,

- If not registered as an architect or professional engineer, the Project Director must be a person who has at least 7 years experience in the construction and supervision of construction and design of public buildings.

Evaluation Criteria

In addition to the minimum requirements set forth above, all Respondents must demonstrate that they have significant experience, knowledge and abilities with respect to public construction projects, particularly involving the construction and renovation of K-12 schools in Massachusetts. The Owner will evaluate Responses based on criteria that shall include, but not be limited to, the following criteria and weights:

1) (10%) 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.

2) (8%) 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.
3) (8%) Thorough knowledge of Commonwealth construction procurement laws, regulations, policies and procedures, as amended by the 2004 Construction Reform laws. In addition, thorough knowledge and experience with CM-At-Risk Procurement methodology.
4) (8%) Management approach: Describe the Respondentôs approach to providing the level and nature of services required as evidenced by proposed project staffing for new construction of the proposed Sterling Middle School; proposed project management systems; effective information management; and examples of problem solving approaches to resolving issues that impact time and cost.
5) (10%) Key personnel: Provide an organizational chart that shows 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.
6) (10%) Capacity and skills: Identify existing employees by number and of expertise (e.g. field supervision, cost estimating, schedule analysis, value engineering, constructability review, quality control and safety). Identify any services to be provided by Subconsultants.
7) (8%) Identify the Respondentôs current and projected workload for projects estimated to cost in excess of $1.5 million.
8) (8%) Familiarity with Massachusetts-CHPS (MA-CHPS) High Performance Green Schools Guidelines and/or US Green Building Councilôs LEED for Schools Rating System. 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 and/or LEED-S prerequisites.
9) (12%) Thorough knowledge and demonstrated experience with life cycle cost analysis, cost estimating and value engineering with actual examples of recommendations and associated benefits to Owners.
10) (8%) Knowledge of the purpose and practices of the services of Building Commissioning Consultants.
11) (10%) Financial Stability: Provide current balance sheet and income statement as evidence of the Respondentôs financial stability and capacity to support the proposed contract.

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.

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 Respondentôs 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 Subconsultants identified in the response shall take place without the prior written approval of the Owner and the MSBA.

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

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

5. Selection Process and Selection Schedule

Process

The Owner will work in concert with the MSBA, applying its guidelines for OPM selection, as outlined below. Ranking of candidates during the selection process will include score sheets, substantially similar to those attached hereto as Attachment B. The process will involve the creation of a short list of candidates, selected by a subcommittee of the Sterling Middle School Building Committee; followed by an interview process of the short-listed candidates by the entire Building Committee. Contemporaneous with this process, one or more members of the Building Committee will check references supplied by the short-listed candidates, and report back to the Committee with a written summary of the results of each reference check.

The guidelines for selection are as follows:

1) The Sterling Middle School Building Committee will review responses, with each member of the committee reviewing minimum requirements as well as completing his/her own score sheet for each candidate using the assigned evaluation criteria and percentage listed above in section 4. The Committee will rank all responses that meet the minimum requirements and to record the ranking on a scoring sheet. Each committee memberôs score sheet will then be turned over to a compiler, who will compile the scores for each candidate. Upon completion of the short list process, a minimum of three candidates will be selected for interviews by the Committee
2) Sterling Middle School Building Committee 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 committee will then conduct interviews. Each candidate must present its key personnel at the interview process, including the individual(s) who will work on this project as their primary job. Each candidate will then be ranked by the interview team based on specific criterion that will be presented to each candidate prior to the interviews. The candidates will then be ranked, and the ranking will be submitted to the Committee for its final vote and approval.
4) The fee for service will be negotiated based upon qualifications and the ranking based upon the weighted evaluation criteria.
5) The Owner will commence fee negotiations with the first-ranked selection.
6) If the Owner is unable to negotiate a contract with the first-ranked selection, the Owner will then commence negotiations with its second-ranked selection and so on, until a contract is successfully negotiated and approved by the Owner.

7) First-ranked selection will be submitted to the MSBA for its approval.
8) The first-ranked selection may be asked to participate in a presentation to the MSBA and/or submit additional documentation, as required by MSBA, as part of the MSBA approval process.
9) The Owner may include its provisions to re-advertise if less than three responses are received or to re-advertise if fee negotiations fail.

The following is a tentative schedule of the selection process, subject to change at the Ownerôs and MSBAôs discretion.

08/31/2016	Advertise in Central Register
09/09/2016	Last day for questions from Respondents
09/15/2016	Responses due (by 11:00 A.M on the due date)
09/21/2016	Respondents short-listed
09/27/2016	Interview short-listed Respondents
10/07/2016	Final selection submitted to the MSBA for review and approval
10/17/2016	MSBA Ownerôs Project Review Panel Meeting
10/28/2016	Execute contract

Detailed specifications are available on-line at the City of Quincyôs website, www.quincyma.gov and also available at the office of the Purchasing Agent, Quincy City Hall, 1305 Hancock Street, Quincy, Massachusetts, 02169, between the hours of 8:30 AM and 4:30 PM

All questions regarding this bid should be directed to Kathryn R. Hobin, Purchasing Agent through email: purchasing@quincyma.gov or faxed to: 617-376-1074 and Questions will be accepted until September 9, 2016 at 4:00 p.m.

Sealed Responses to this ñRequests for Servicesò for Ownerôs Project Manager Services must be clearly labeled ñ**Owner's Project Management Services for Sterling Middle School**ò and delivered to:

Quincy City Hall, Purchasing Department,
ATTN: Kathryn Hobin
1305 Hancock Street,
Quincy MA 02169

No later than 11:00 A.M. on SEPTEMBER 15, 2016.

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 1 original hardcopy and 1 copy of the response to this Request for Services, as well as an electronic version in PDF format on a thumb drive. All responses shall be:

- Presented in an organized and clear manner;
- Must include the required forms in Attachment C;
- Must include all required certifications;
- Must include the following information:

1. Cover letter shall be a maximum of two pages in length and include:
    a. An acknowledgement of any addendum issued to the RFS.
    b. An acknowledgement that the Respondent has read the Request for Services. Respondent shall note any exceptions to the RFS in its cover letter.
    c. An acknowledgement that the Respondent has read the Standard Contract. Respondent shall note any exceptions to the Standard Contract in its cover letter.
    d. A specific statement regarding compliance with the minimum requirements identified in Item 4 of this Request for Services to include identification of registration, number of years of experience and where obtained (as supported by the resume section of Attachment C), as well as the date of the MCCPO certification. (A copy of the MCCPO certification should be attached to the cover letter).
    e. A description of the Respondentôs organization and its history.
    f. The signature of an individual authorized to negotiate and execute the Contract for Project Management Services, in the form that is attached to the RFS, on behalf of the Respondent.
    g. The name, title, address, e-mail and telephone number of the contact person who can respond to requests for additional information.
2. Selection Criteria: The response shall address the Respondentôs ability to meet the ñSelection Criteriaò 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 ñ12 ptò for all text.

    Respondents may supplement this proposal with graphic materials and photographs that best demonstrate its project management capabilities of the team proposed for this project. **Limit this additional information to a maximum of 3 - 8½”x 11” pages, double-sided.**

Certifications: ***The City of Quincy requires that each applicant submit with its response the following certifications:***

Tax Compliance Certification

Certification Relating to Debarment and Suspension

Signature Authorization (or corporate certificate of authority)

Indemnity Form

Non-Collusion Form

The Owner should consult with its legal counsel to determine what, if any, other certifications may be appropriate and/or required.

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 Ownerôs Project Manager fee.

8. Other Provisions

A. Public Record

All responses and information submitted in response to this RFS are subject to the Massachusetts Public Records Law, M.G.L. c. 66, § 10 and c. 4, § 7(26). Any statements in submitted responses that are inconsistent with the provisions of these statutes shall be disregarded.

B. Waiver/Cure of Minor Informalities, Errors and Omissions

The Owner reserves the right to waive or permit cure of minor informalities, errors or omissions prior to the selection of a Respondent, and to conduct discussions with any qualified Respondents and to take any other measures with respect to this RFS in any manner necessary to serve the best interest of the Owner and its beneficiaries.

C. Communications with the Owner

The Ownerôs Procurement Officer for this Request for Services is:

Kathryn Hobin
Office of the Purchasing Agent
Quincy City Hall
1305 Hancock Street
Quincy MA 02169
(617) 376-1061
FAX 376-1074
purchasing@quincyma.gov

Respondents that intend to submit a response are prohibited from contacting any of the Ownerôs 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 Ownerôs 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 Ownerôs 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 Ownerôs best interests to do so. This RFS does not commit the Owner to select any Respondent, award any contract, pay any costs in preparing a response, or procure a contract for any services. The Owner also reserves the right to cancel or modify this RFS in part or in its entirety, or to change the RFS guidelines. A Respondent may not alter the RFS or its components.

G. Subcontracting and Joint Ventures

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

H. Validity of Response

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

FURTHER INFORMATION

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

ATTACHMENTS:

Attachment A: Statement of Interest
Attachment B: Contract for Ownerôs Project Management Services
Attachment C: OPM Application Form - May 2008
Attachment D: Required Certifications (***To be developed by the Owner)***

ATTACHMENT A
STATEMENT OF INTEREST

Massachusetts School Building Authority

School District Quincy

District Contact Richard De Cristofaro TEL: (617) 984-8700

Name of School Reay E Sterling Middle

Submission Date 10/27/2009

Note

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

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

Potential Project Scope: Renovation/ Addition

Is this SOI the District Priority SOI? YES

The MSBA ID for the District Priority SOI: 2010 Reay E Sterling Middle

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

The district goals for the renovation of Sterling Middle School are to provide a safe and nurturing learning environment for children and young adults to achieve their maximum potential. Also, we need to develop students who persevere in their studies, take responsibility for their choices and are honest in their character Additionally, the renovations of Sterling will allow the staff to focus more consistently on Curriculum and Instruction, Assessment and appropriate Program Evaluations along with having the ability for on-site professional development opportunities. The renovations of Sterling Middle School's core educational classrooms and program areas will significantly improve the positive climate/culture goal for Sterling; bringing the staff, students and families from South West Quincy closer together as an educational community. The measure of this renovation success will be measured by our studetnts who will exemplify a lifelong love for learning.

District's Proposed Schedule: What is the District's proposed schedule to achieve the goal(s) stated above?

In November of 1997, the Mayor's School Building Task Force highlighted Raey E. Sterling Middle School. The report stated the building is well constructed but "its poor layout and educational inadequacies" need to be addressed through renovation. The Committee and City Council adopted the Mayor's School Building Task Force recommendations in December of 1997. According to the plans, Sterling Middle School will be renovated following the construction of a new Quincy High School and a new Central Middle School. The School Committee reaffirmed this vote in October, 2001. The School Committee authorized

the Superintendent to complete and submit a statement of interest form to the Massachusetts School Building Authority for Sterling in 2006. The refreshing process for the SOI for a Sterling renovation continues the City's building plan of 1997. As we complete the new Quincy High School (2009) and begin construction for a new Central Middle School, Sterling will follow soon after.

Is this part of a larger facilities plan? NO

If "YES", please provide the following:

Facilities Plan Date:

Planning Firm:

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:

Please provide the current student to teacher ratios at the school facility that is the subject of this SOI: 20 students per teacher.

Please provide the originally planned student to teacher ratios at the school facility that is the subject of this SOI: 20 students per teacher.

Is there overcrowding at the school facility? NO

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

Has the district had any recent teacher layoffs or reductions YES

If "YES", how many teaching positions were affected? 19

At which schools in the district? All schools were equally affected.

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

In 2009-2010 there are 19 less teaching positions (9 Academic Classroom Teachers (including 4 Middle School Foreign Language staff) and 10 Academic Program teaching staff: Literacy, Health, Media, Phys. Ed., Art, Music and Occ. Ed.

Has the district had any recent staff layoffs or reductions YES

If "YES", how many staff positions were affected? 17

At which schools in the district? All schools were equally affected.

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

Within the 2009-2010 Quincy Public Schools budget, there are 17.0 less Non-Academic Support positions. They included the following staff areas: Maintenance, Custodial, and Secretarial.

Please provide a description of the program modifications as a consequence of these teacher and/or staff reductions,including the impact on district class sizes and curriculum.

The focus of reductions to our teaching workforce has always been to keep the academic class size as low. The School Committee has strict class size guidelines, this school year no classes exceed these guidelines. Our Elementary class size is 17, Middle School is 19 and High School is 22. The academic program teacher reduction of 9 led to modifications in service delivery of Foreign Language (Spanish only at the middle school level), Physical Education/Health (utilizing staff to maintain quality service in both areas), shifting literacy teachers so they are at more than one of our 11 elementary sites, reducing Media/Library staff at the middle school level and shifting coverage and modifying time on task in the staffing areas of Art and Music. The core curriculum has been maintained in regard to our state and local curriculum requirements and expectations. The Quincy Public Schools text and learning materials for classrooms was maintained at the 2008 level.

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

The overall budget process of the Quincy Public Schools/Quincy School Committee is one that is based upon specific and consistent budget priorities. These priorities center upon our students and build out from that point. Student priority is followed by the next important budget areas of Academic Classroom Teachers, Academic Programs (Teaching Staff), Academic Support Staff (Directors, Department Heads, Principals, Clerical, Paraprofessionals, Superintendent and Assistant

Superintendent, and Non-Academic Support Staff (Transportation, Clerical, Custodial, Maintenance, Security and Substitutes staff). The academic expenses and non-academic expenses are discussed after all other areas of the budget have been deliberated upon. In School Committee budget subcommittee sessions, this year May 19, May 7, June 3 and June 9, along with regular School Committee, Public Hearing and final City Council approval on June 11, the 2010 fiscal year budget was thoroughly discussed. The deficit we faced in building the 2009-2010 school year budget was close to $7 million. Through deliberation, the School Committee used ARRA stabilizaiotn funds, Circuit Breaker, IDEA funds available for maintenance of effort, additional fees and salary deferments to arrive at a minimum of disruption to quality educational programs and class size. Our school system facilities will have little or no maintanance consequence in relation to our budget reductions.

General Description

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

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

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).:

Lot Size 7.59 acres Spot Elevations (building) Front 55.2', Left 50', Right 54.59', Rear 52.7' Spot Elevations (lot) Front 55', Left 50', Right 52.5', Rear 25.6'. The lot slopes to the left side approximately 2 feet and dramatically towards the rear about 28 feet to the back lower left corner. The rear of the lot lies in a 100 year flood zone. The structure is not in the flood zone.

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).:

Unreinforced masonry construction with substantial repointing requirements.

Age of EXTERIOR WALLS (In Years): 80
Year of Last Repair or Replacement: 2007
Description of Last Repair or Replacement:
200 sf of cutting and pointing in the worst area of the brick face.
42 linear feet of lintel replacement.

Age of ROOF(In Years): 80
Year of Last Repair or Replacement: 1993
Type Of ROOF
Description of Last Repair or Replacement:
8000sf of tar and gravel was removed and replaced with rubber

Age of WINDOWS(In Years): 15
Year of Last Repair or Replacement: 1993
Type Of WINDOWS
Description of Last Repair or Replacement:
Removal of original wood windows and replacement of alum. replacement windows.

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).:

Most of the plumbing, piping and plumbing fixtures are in excess of 50 years old. One boiler was replaced n 2005 and the original boiler is original 1926 and is in poor condition. Some steam traps have been replaced. All steam piping is original and in need of replacement.

The electric is original with numerous repairs over the years. Electrical iinfrastructure is undersized.

Age of BOILERS(In Years): 82
Year of Last Repair or Replacement: 2005
Description of Last Repair or Replacement:
One of the original boilers was taken off line and a new boiler was installed in 2005.

Age of HVAC SYSTEM (In Years): 82

Year of Last Repair or Replacement: 2007
Description of Last Repair or Replacement:
There has been no major upgrade to the HVAC system.

Age of ELECTRICAL SERVICES AND DISTRIBUTION SYSTEM(In Years): 82
Year of Last Repair or Replacement: 1988
Description of Last Repair or Replacement:
Electrical repairs are on-going on a regular basis. Classroom lighting replaced in 1988.

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).:

Building interior - most is in original condition. Floor and ceilings and pipe wrap contain asbestos. Some lighting has been replaced.

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.:

Aside from the improvements needed to the physica building, the crucial Programs and Operations necessary for 21st century middle schools cannot be appropriately implemented.

In order to educate our Sterling students in the manner in which they deserve, all areas listed below need significant upgrades/renovation.

Areas of Significant Need:

BATHROOMS have not undergone renovation for at least fifty (50) years and all cannot be utilized.

The NURSE'S OFFICE is cramped and lacks any area for student rest, recovery or privacy.

The STUDENT SUPPORT AREA at Sterling is woefully inadequate. No appropriate areas are available for student support staff to meet with parents or groups of students in need of individual or small group-guided discussions.

The GYMNASIUM is undersized, lacks appropriate seating and has no appropriate adjacent office areas for the physical education staff.

The LOCKER ROOMS and SHOWER AREAS are in major need of renovation. These areas should be healthful, hygienic and comfortable for student use.

There are no team or TEACHER PLANNING AREAS that offer collegial, collaborative opportunities and technnology availability that staff may appropriately research and plan high quality lessons or to meet as teams.

Sterling's CAFETERIA is undersized. The kitchen area remains inadequate to serve students and to offer them a variety of nutritional choices.

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).:

Within the most important area of teaching and learning, the inadequacies of a 1926-1927 constructed school are notably consequential. Sterling teachers' and students' educational needs for the 21st century are:

GENERAL CLASSROOMS that are equipped for a quality technology driven curriculum which should include white boards, smart boards, computers, projection screens, and adequate ceiling and flooring materials.

SCIENCE LABS integral for appropriate and state-mandated instruction.

Currently there is one COMPUTER AREA - at least four additional are needed for grade level content area a well as special student curriculum needs. The Sterling building would require substantial infrastructure renovations for this need to be met.

The LIBRARY, two general classrooms, reading areas and study rooms need a technology upgrade so students can appropriately utilize the internet and other resources for classroom research projects and be provided computer instruction in the form of Powerpoint, Excel, Word, and keyboarding instruction and other forms of informal technoloogy.

The ART ROOM at Sterling is not physically able to offer the variety of opportunities of the state-mandated curriculum (technology, graphic design, or pottery work).

In a quality middle school FINE ARTS thrive. Sterling Middle Schol struggles mightily with no appropriate space for music (vocal or instrumental), an auditorium that has constant leaks from the much-patched roof, seating that may be the original wooden folding seats, and a stage with no appropriate lighting or sound equipment necessary for quality drama or musical productions.

SPECIAL POPULATION CLASSROOM NEEDS FOR SPECIAL EDUCATION AND ENGLISH AS A SECOND LANGUAGE have no technology or physical integrative access for inclusion; therefore, limiting the richness of these state-mandated services.

It is certainly time for the students and staff of Sterling Middle School to see the "light at the end of the tunnel" in regard to a renovation that would offer the high quality education necessary in the 21st century and meet the requirements they all deserve.

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).:

A large portion of Sterling's mechanical electrical and plumbing oomponents were installed during the construction of the facility in 1926. The SOI statements strongly state that Sterling has not benefited from any substantial upgrades or improvements to the electrical and plumbing infrastructure or to the interior/exterior structures. These components are a significant detriment to the utilization of the building for educational use.

STERLING IS NOT ADA ACCESSIBLE! The building cannot be fully utilized by students/staff who are disabled. Entrances and exits, bathrooms, stairs, drinking fountains, doorways, general art and music classrooms, as well as the

auditorium, gymnasium or media center/library have no ADA utility. Furthermore there is no elevator or lift. In order to accomplish ADA requirements, major renovations to Sterling's infrastructure are needed.

UTILIZATION OF SECURITY AND SAFETY SYSTEMS need to be updated With an increased urgency for schools to create and sustain consistent and updated safety measures for all students and staff this is crucial for Sterling Middle School. Sterling's needs feature a complete updating of its internal and external communications including intercom replacement to ensure messages to and from all areas in the building repalcement of a clock and bell system that is currently inoperable and antiquated, as well as modernization of a fire and police communication.

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).:

We do an annual cleaning of the burners and boilers. Annual seal of the asbestos-containing floor material. Regular in-house and external service for mechanical and electrical systems.

Priority 1

Please provide a detailed description of the perceived health and safety problems below. Attach copies of orders or citations from state and/or local building and/or health officials.

Priority Number One: 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.

Opening Statement

Sterling Middle school was built in 1926-1927 and has approximately, 98,500 square feet. The 2003 Draft Environmental Impact Report (EOEA No. 12982) Volume III, stated from The Report on Middle School Evaluation Program – July 1997, "substantial improvements required for the building and school site due to its age." In November 1997, the recommendation from the Mayor's School Buildings Needs Task Force was "the school, constructed in 1926-1927, is at a crossroads. Due to its age and lack of any major renovation, many of its systems need substantial upgrading or replacement." Since that recommendation by the Mayor's Task Force there have been no substantial upgrades or improvements to the electrical and plumbing infrastructure, or to the interior/exterior structures.

A large portion of the mechanical, electrical and plumbing infrastructure currently in use today, was installed during the construction of the facility in 1926. These systems cannot support current technology needs or meet current state/local building codes and ADA requirements.

- **Structural Deficiencies/Health and Safety Problems**

The existing tar and gravel roof and rubber membrane have many substantial leaks. The tar and gravel section has out lived its life and needs to be completely removed and replaced.

The exterior structure has been compromised by many years of weather abuse. The bricks and mortar are deteriorating daily. The entire exterior section requires re-pointing and water proofing. The exterior of the chimney has been weakened from years of weather abuse and has the potential for bricks and mortar to break lose and fall to the ground. Also, the porous chimney has the potential to allow harmful flue gases to leak within the school facility. Because the exterior structure is unstable and in need of major renovations, the interior walls, floors and ceilings have sustained substantial damage. With the amount of water that penetrates the facility, there is serious concern with the development of mold through out the facility. This issue requires constant monitoring. The exterior foundation has experienced some cracking and is in need of repair.

The facility itself is not ADA accessible at all. An elevator and or a Mechanical Lift are required to bring the building up to code. Major modifications of the building structure will be required to accommodate the installation of an elevator.

Air quality and air exchangers that do not comply with the current health and safety codes have the potential to jeopardize the health and safety of students and staff. The existing system that controls the flow of make-up air to classrooms and large gathering areas is undersized and outdated. Existing exhaust equipment is undersized and outdated.

The majority of mechanical equipment, boilers and piping are covered with asbestos. Loose asbestos fibers are a serious health concern for students and staff.

Priority 1

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

- **Steps Taken to Mitigate Problems**

-

1. In-house staff monitors the condition of leaks on the roof during and after storms. If a leak is located we attempt to repair it with in-house staff. If that fails, a contractor is contacted to make repairs and alterations.

2. Some of the exterior areas that have been compromised from years of weather abuse have been re-pointed by in-house staff. This work in no way mitigates the major work that is required to prevent further damage to the interior structure and the potential growth of mold. The entire outer shell needs complete re-pointing and water proofing. The inside of the chimney has been re-lined with flue piping to accommodate the breaching from the new to existing boilers. If mold is detected it is remediated per standard operating procedures. Repairs to ceilings, walls and flooring are made as needed by in-house staff. Many of the walls and ceilings are damaged beyond repair and are in need of complete reconstruction.

3. The physical structure and design of the school does not allow us the ability to make required ADA accommodations without major renovation within the building.

4. The inadequate ventilation and exhaust systems are undersized and require complete replacement. In-house staff is trained in the use of air quality monitoring equipment. Three (3) air quality readings are taken during the school year.

5. Mechanical equipment, boilers and piping covered with asbestos is inspected quarterly. Any damaged asbestos covering is encapsulated per state and local standards. One of our in-house staff is trained and certified in the care and removal of asbestos.

Priority 1

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 significant impact of a renovation to Sterling Middle School would be adherence to the Americans Disability Act. The ability for all students and staff to access any areas in the school, being so much more a part of their educational and social environment is invaluable. Additionally, the mere age (1926-1927) of the building unfortunately lends itself to a quality of air exchange that is not the most healthy of situations. Only the renovations of Sterling will adequately satisfy the critical needs for the highest quality of air in all core education and program areas.

The constant leaking from the aged tar and gravel roof, to the desperate need for significant re-pointing and waterproofing, impact the educational program in specific ways. There is limited use of the auditorium, state and storage areas, locker rooms science labs and the media center/library due to either re-pointing or consistent roof leaking (to walls and ceilings). Additionally, the boys and girls bathrooms, as well as the teachers' lunch area on the third floor has limited use due to similar building inadequacies. As well, technology use within many general classrooms on the third floor is prohibitive.

Please also provide the following:

Name of Firm that performed the Study/Report:
City of Quincy

Date of Study/Report: 11/21/1997

Synopsis of Study/Report:
According to the Mayors School Buildings Needs Task Force, report Sterling Middle School was in desparate need of major renovation in regard to the exterior as well as the interior components.

Is the perceived Health and Safety problem related to asbestos?: NO

If "YES", please describe the location in the facility, if it is currently friable, and the mitigation efforts that the district has undertaken to date.:

Is the perceived Health and Safety problem related to an electrical condition?: NO

If "YES", please describe the electrical condition, any imminent threat, and the mitigation efforts that the district has undertaken to date.:

Is the perceived Health and Safety problem related to a structural condition?: NO

If "YES", please describe the structural condition, any imminent threat, and the mitigation efforts that the district has undertaken to date.:

Is the perceived Health and Safety problem related to the building envelope?: NO

If "YES", please describe the building envelope condition, any imminent threat, and the mitigation efforts that the district has undertaken to date.:

Is the perceived Health and Safety problem related to the roof?: NO

If "YES", please describe the roof condition, any imminent threat, and the mitigation efforts that the district has undertaken to date.:

Is the perceived Health and Safety problem related to accessibility?: NO

If "YES", please describe the areas that lack accessibility and the mitigation efforts that the district has undertaken to date. In addition, please submit to the MSBA copies of any federally-required ADA Self-Evaluation Plan and Transition Plan.:

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.

Priority Number Five: Replacement, renovation or modernization of the heating system in any schoolhouse to increase energy conservation and decrease energy related costs in the schoolhouse:

Opening Statement:

In November 1997 the Mayor's School Buildings Needs Task Force statement regarding the heating and ventilation systems, "these systems are original to the school. They are tired, with complete failure a possibility at any time. Avoiding a crisis of this magnitude ought to be the first priority." During the 2005 heating season their statement proved to be correct. During that heating season we had complete failure of the two boilers. In this time of crisis we had to lease a self-contained trailerized boiler to enable the school department the ability to continue classes for the remainder of the heating season. Currently we are still using one of these boilers to heat the facility.

In 2006 we de-commissioned one of the existing boilers and installed a gas fired boiler to replace it. Also, in 2006 we removed the oil burner on one of the original boilers and replaced it with a gas burner. The energy management, control wiring, power wiring, feed pumps and re-circulating pumps are outdated and under performing and need complete replacement. Our goal to increase energy conservation and decrease energy related cost can not be obtained with the existing antiquated mechanical equipment. The breaching from the two boilers is collapsing, undersized and pours. The pours breaching allows harmful gasses to enter the facility. Steam traps and radiators are leaking and run constantly and have a serious impact on our ability to control heating cost and provide adequate heating controls for student and staff.

§ **Heating System Deficiencies**

1. Existing supply and return steam lines are leaking and corroded. Majority of steam lines are covered with asbestos.
2. Classroom unit vents do not operate correctly and do not provide adequate ventilation.
3. Energy management system, pneumatic and other control valves run freely during the heating season. Classroom thermostats are outdated and do not provide any energy conservation.
4. Boiler number 1 in need of complete structural repairs.
5. Existing fan and heating units located within the auditorium mechanical areas have out lived their usefulness. The system does not provide required air changes and heating.
6. Electrical infrastructure supplying the mechanical room is undersized and is not capable of supporting any major renovations to the area.
7. Make-up air equipment located in the mechanical room does not properly vent or add required amount of air and circulation for heating equipment to operate efficiently and conserve energy.

Priority 5

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

- **Steps taken to Mitigate Problems**

1. Any leaks that are located are repaired by in-house staff.
2. Filters located inside classroom unit vents are replaced annually.
3. Energy management system is antiquated. There are no cost effective means to mitigate this system.
4. Each boiler's internal tubes are cleaned and flushed annually.
5. Auditorium fan and heating unit's filters are replaced annually. The complete system is antiquated and there is no cost effective means to mitigate this system.
6. As needed, fuses that are burnt out are replaced.
7. During peak performance usage of the mechanical equipment and boilers we open up exterior doors to allow additional make up air.

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.

The inability to control the heat in many general classrooms and program areas is obviously problematic to energy conservation. The teaching/learning environment is significantly impacted by the lack of sufficient or adequate heating controls in the classrooms or program areas. Many classroom univents are ineffective to both the air quality and room temperature Fluctuations in heat and cold often necessitate the moving of students and staff to different classrooms where they can accomplish the teaching/learning process. The auditorium is utilized sparingly during the heating season due to the inability of the current heating system to consistenly, adequately and appropriately heat this critical area for students and staff. The locker rooms are not usable during the heating season because within the current abiity of the heating system controls, it is either too hot or too cold.

The Sterling Middle School's classroom windows do not assist in any way in energy efficiency - the cold/breezes that filter through them deter any effect by an antiquated system to keep our students/staff consistently warm in the heating season.

Please also provide the following:

Age of Exterior Walls (Years): 80
Were any major repairs or renovations of the exterior walls undertaken in the past?: YES
If "YES", please provide the year of the last major repair/renovation of the exterior walls: 2007
Age of Roof (Years): 80
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: 1993
Age of Windows (Years): 15
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: 1993
Age of Boilers (Years): 82
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: 2005
Age of HVAC (Years): 82
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: 2007
Age of Electrical System (Years): 82
Were any major repairs or renovations the electrical system undertaken in the past?: YES
If "YES", please provide the year of the last major repair/renovation of the electrical system: 1988
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:
City of Quincy Inspectional Services
Please also provide the date of the inspection:: 8/15/2008
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 proposed renovation of Streling Middle School is intended to make use of the existing structure with up-graded mechanical and electrical systems. Renovations will be designed to meet current building code requirements to create a comfortable environment for learning. Attention to correct classroom size, improved lighting, comfortable and energy efficient heat and improved access to the technological/electronic means and methods of teaching will be incorporated. These aspects

are intended to bring the building up to an acceptable standard. The current state of the building is not conducive to the demands and techniques of educationla practice today. It would be difficult for the ciy to justify operating the school in its current condition. There have been very few modifications to the floor plans since the structure was built. Since the building structur is essential useable all modifications and renovations will be targeted to the benefit of Sterling students for many years to come.

Vote

Vote of Municipal Governing Body YES: 1 NO: 1 Date: 10/16/2006

Vote of School Committee YES: 7 NO: 0 Date: 9/25/2006

Vote of Regional School Committee YES: NO: Date:

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 _____, the

_____ *[City Council/Board of Aldermen, Board of Selectmen/Equivalent Governing Body, School Committee]* of _____ *[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 _____ for the _____ *[Name of School]* located at

_____ *[Address]* which describes and explains the following deficiencies and the priority category(s) for which

_____ *[Name of City/Town/District]* may be invited to apply to the Massachusetts School Building Authority in the future

_____

_____

_____

_____

_____

_____ *[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

_____ *[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	Date

ATTACHMENT B
CONTRACT FOR PROJECT MANAGEMENT SERVICES

CONTRACT FOR PROJECT MANAGEMENT SERVICES

This Contract is made this _____ day of _____ in the year _____between
(day) (month) (year)
the _____, _____
(Owner) (street)
_____ , Massachusetts , _____
(City) (State) (Zip Code)
hereinafter called "the Owner" and _____
(Owner's Project Manager)
_____

_____ , _____ , _____ , _____
(street) (city) (State) (Zip Code)
hereinafter called the "Owner's Project Manager" to provide the Project Management services required to complete the Basic and Extra Services described herein at _____
(name/description of Project)
_____

_____

_____

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

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

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

OWNER

_____
(print name)
_____
(print title)
By _____
(signature and seal)
Date _____

OWNER'S PROJECT MANAGER

_____
(print name)
_____
(print title)
By _____
(signature)
Date _____

(Attach Certificate of Vote of Authorization)

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ARTICLE 1: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2: RELATIONSHIP OF THE PARTIES

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

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

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

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

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

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

ARTICLE 3: RESPONSIBILITIES OF THE OWNER

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

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

3.3 Upon satisfactory completion of services performed, the Owner shall make payments to the Owner's Project Manager as provided in Articles 7, 8, 9 and 10.

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

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

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

ARTICLE 4: RESPONSIBILITIES OF THE OWNER'S PROJECT MANAGER

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

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

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

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

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

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

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

ARTICLE 5: SUBCONSULTANTS

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

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

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

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

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

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

ARTICLE 6: TERM AND TIMELY PERFORMANCE

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

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

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

ARTICLE 7: COMPENSATION

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

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

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

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

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

ARTICLE 8: BASIC SERVICES

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

8.1 Project Management (For All Phases)

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

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

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

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

8.1.2 Project Control

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

8.1.2.1 Project Budget

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

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

8.1.2.2 Cost Estimating

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

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

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

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

8.1.2.3 Project Schedule

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

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

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8.1.3 Monthly Progress Report

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

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8.1.5 MBE/WBE Compliance Monitoring (All Phases)

The Owner's Project Manager shall monitor and report on the Designer's and Contractor's or CM at Risk's compliance with MBE/WBE requirements.

8.1.6 Site Investigations and Environmental Testing

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

8.1.7 Project Records and Reports (All Phases)

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

8.2 Feasibility Study/Schematic Design Phase

8.2.1 Designer Selection

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

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

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

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

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

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

8.2.2 Feasibility Study/Schematic Design

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

a. Prepare independent construction cost estimates pursuant to Section 8.1.2.2 of this Contract for comparison with the Designer's cost estimates. (Two estimates during Task 8.2.2)

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9: EXTRA SERVICES

9.1 General

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

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

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

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

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

9.2.2 Assisting in the appeals process of permitting boards or commissions;

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

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

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

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

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

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

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

ARTICLE 10: REIMBURSABLE EXPENSES

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

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

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

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

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

ARTICLE 11: RELEASE AND DISCHARGE

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

ARTICLE 12: ASSIGNMENT, SUSPENSION, TERMINATION

12.1 Assignment:

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

12.2 Suspension

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

12.3 Termination

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

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

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

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

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

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

ARTICLE 13: NOTICES

13.1 Any notice required to be given by the Owner or Authority to the Owner's Project Manager, or by the Owner's Project Manager to the Owner or Authority, shall be deemed to have been so given, whether or not received, if mailed by certified or registered mail to the Owner's Project Manager or the Owner at the addresses indicated on page one or to the Authority at 40 Broad Street, Boston, Massachusetts 02109. Notices to the Authority shall be sent to the attention of the Director of Capital Planning.

ARTICLE 14: INDEMNIFICATION OF OWNER AND AUTHORITY

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

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

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

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

ARTICLE 15: INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

15.8 Professional Liability

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

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

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

15.9 Liability of the Owner's Project Manager

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

15.10 Waiver of Subrogation

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

ARTICLE 16: OWNERSHIP OF DOCUMENTS

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

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

ARTICLE 17: REGULATORY AND STATUTORY REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT A

PAYMENT SCHEDULE

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

Hourly Rate Schedule

Title	Rate/Hr.

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

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

ATTACHMENT C
OPM APPLICATION FORM
MAY 2008

ATTACHMENT C

Owner's Project Manager Application Form - May 2008

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

1a. MSBA Project Number:

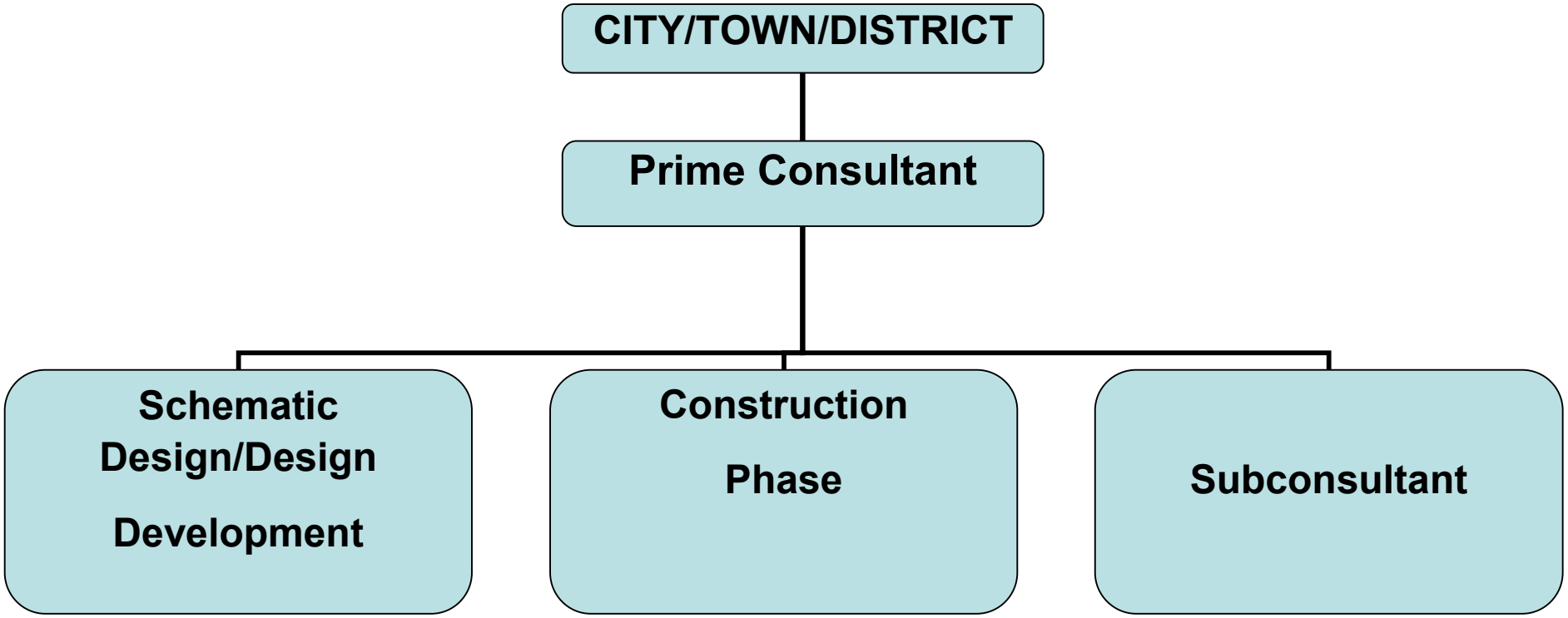
2a. Respondent, Firm (Or Joint-Venture) - Name And Address Of Primary Office To Perform The Work:	2b. Name And Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:
2c. Date Present And Predecessor Firms Were Established:	2d. Name And Address Of Parent Company,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

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

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

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

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



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

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

7b. (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.								

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 ½" X 11" Supplementary Sheets Will Be Accepted. **APPLICANTS ARE REQUIRED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED**.
10.	I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury. Submitted By (Signature) _____ Printed Name And Title _____ Date _____

Attachment D
Required Certifications

City of Quincy Required Certifications (5)

Tax Compliance Certification

Certification Relating to Debarment and Suspension

Signature Authorization (or corporate certificate of authority)

Indemnity Form

Non-Collusion Form

CITY OF QUINCY
Purchasing Department
1305 Hancock Street, Quincy, MA 02169

Phone: 376-1060
Fax: 376-1074

TAX COMPLIANCE CERTIFICATE

MASS. GENERAL LAWS, CH. 62C, S: 49A(b)

I hereby certify that I have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding of child support.

Signed under the pains and penalties of perjury.

(1) Individual Contractor _____
(Contractor's Name and Signature)

Social Security Number _____

(2) Corporation, Association or Partnership _____
(Contractor's Name)

Federal Tax ID Number, or Social Security Number _____

By: _____
(Authorized Signature)

Note to Contractor: Please sign at (1) or (2), whichever applies.

CHAPTER 62C. ADMINISTRATIVE PROVISIONS RELATIVE TO STATE TAXATION

Chapter 62C: Section 49A Certification of compliance with tax laws as prerequisite to obtaining license or governmental contract

Section 49A. (a) Any person applying to any department, board, commission, division, authority, district or other agency of the commonwealth or any subdivision of the commonwealth, including a city, town or district, for a right or license to conduct a profession, trade or business, or for the renewal of such right or license, shall certify upon such application, under penalties of perjury, that he has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support. Such right or license shall not be issued or renewed unless such certification is made.

(b) No contract or other agreement for the purposes of providing goods, services or real estate space to any of the foregoing agencies shall be entered into, renewed or extended with any person unless such person certifies in writing, under penalties of perjury, that he had complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(c) Any such agency, which has been notified by the commissioner pursuant to section forty-seven A that a person who holds a license or certificate of authority issued by such agency or who has agreed to furnish goods, services or real estate space to such agency has neglected or refused to file any returns or to pay any tax required under this chapter and that such person has not filed in good faith a pending application for abatement of such tax or a pending petition before the appellate tax board contesting such tax or has been penalized pursuant to section 9 of chapter 62E for failure to comply with the provisions under said chapter 62E relating to reporting of employees and contractors, or has been penalized pursuant to paragraph (3) of subsection (f) of section 12 of chapter 119A for failure to comply with the provisions under said chapter 119A relating to withholding and remitting child support, shall refuse to reissue, renew or extend such license, certificate of authority, contract or agreement until the agency receives a certificate issued by the commissioner that the person is in good standing with respect to any and all returns due and taxes payable to the commissioner as of the date of issuance of said certificate, including all returns and taxes referenced in the initial notification or, if the licensee has been penalized for failure to comply with the provisions relating to reporting of employees and contractors under chapter 62E or withholding and remitting child support under chapter 119A, a certificate issued by the commissioner that the licensee is in compliance with said provisions.

(d) Any person who owns or leases a motor vehicle or trailer that is required to be registered in the commonwealth under chapter 90 and improperly registers the motor vehicle or trailer in another state or misrepresents the place of garaging of the motor vehicle or trailer in another city or town, shall be considered in violation of laws of the commonwealth relating to taxes under chapter 60A, chapter 64H or chapter 64I. The right, license or contract provided for in subsections (a) and (b) shall not be issued or renewed until the person or business entity has paid all taxes due at the time of application for such right, license or contract.

(e) Any person who, for the purpose of evading payment of a tax pursuant to chapters 59 to 64J, inclusive, willfully makes and subscribes any return, form, statement or other document pursuant to subsection (a), (b) or (d) that contains or is verified by a written declaration that is made under the penalties of perjury, and that contains information that he does not believe to be true and correct as to every matter material to his compliance with all laws of the commonwealth relating to taxes, shall be subject to section 73.

CITY OF QUINCY
Purchasing Department
1305 Hancock Street, Quincy, MA 02169

Phone: (617) 376-1060
Fax: (617) 376-1074

CERTIFICATION RELATING TO DEBARMENT AND SUSPENSION

The undersigned contractor certifies to the City of Quincy that neither it nor its principals, officers or any affiliated entities has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction in accordance with the requirements of 0MB Circular A-87 and with Executive Order *12549,* ñDebarment and Suspension.ò

Furthermore, the contractor certifies that it shall not make any subcontract or permit any subcontract to be made with any party which is debarred or suspended or is otherwise excluded in accordance with said 0MB Circular and with Executive Order 12549.

This certification shall be for the benefit of the City of Quincy and its successors and/or assigns and is binding upon the contractor, its successors and assigned.

Executed under seal this_____clay of_____

_____
Contractor Signature
By itôs duly authorized agent,

Contract Number_____

_____
(Authorized Signature)

CITY OF QUINCY
Purchasing Department
1305 Hancock Street, Quincy, MA 02169

Phone: 376-1060
Fax: 376-1074

SIGNATURE AUTHORIZATION

At a duly authorized meeting of the Board of Directors of the

_____
(NAME OF CORPORATION)

held on _____, at which all the Directors were present or waived notice, it was
(DATE)
VOTED, that:

_____ _____
(NAME) (OFFICER)

of this company, be and he/she hereby is authorized to execute Contracts and Bonds in the name and behalf of said Company, and affix its Corporate Seal thereto, and such execution of any Contract or obligation in this Companyôs name on its behalf by such _____ under seal of the Company, shall be valid
(OFFICER)

and binding upon this Company. It was further voted that the City of Quincy may rely on such authorization of future Contracts until notified to the contrary.

A true copy,

ATTEST: _____
(CLERKôS SIGNATURE)

PLACE OF BUSINESS: _____

DATE OF THIS CONTRACT: _____

I hereby certify that I am the Clerk of the:

_____ that _____ is the
(COMPANY) (NAME)

duly elected _____ of said Company, and that the above VOTE has not been
(TITLE)

amended or rescinded and remains in full force and effect as of the date of this Contract.

_____ CORPORATE SEAL

INDEMNITY AGREEMENT

In consideration of the award of Contract No._____.

by the City of Quincy, hereinafter referred to as INDEMNITEE, to the CONTRACTOR/BIDDER:

_____.

hereinafter referred to as INDEMNITOR, and for other good and valuable consideration, said INDEMNITOR agrees to hold INDEMNITEE, City of Quincy, and its various department and employees harmless from any and all liability, loss or damage that INDEMNITEE may suffer as the result of claims, demands, costs, including attorneys fees, or judgement or other actions against it by reason of any and all work done by or on behalf of the INDEMNITOR in connection with the above-referenced contract.

INDEMNITOR,

_____.
By Duly Authorized Agent

Date:_____.

CITY OF QUINCY
Purchasing Department
1305 Hancock Street, Quincy, MA 02169

Phone: (617) 376-1060
Fax: (617) 376-1074

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.

_____
(Name of person signing bid or proposal)
(Please print)

_____
(Signature required)

_____
(Name of business)