REQUEST FOR DESIGNER SERVICES (RFS)

Town of Canton MA
Canton Public Schools

William H. Galvin Middle School

April 5, 2023

Invitation: The Town of Canton ("Owner") is seeking the services of a qualified "Designer" within the meaning of M.G.L. Chapter 7C, Section 44 to provide professional design and construction administration services for the William H. Galvin Middle School in Canton, Massachusetts. Selection of a Designer will be made by the Designer Selection Panel of the Massachusetts School Building Authority ("MSBA") in accordance with the MSBA's Designer Selection Procedures.

The Owner is seeking design services to conduct a Feasibility Study which will include the development and evaluation of potential alternative solutions and continue through the Schematic Design Phase of the preferred alternative initially. Subject to the approval of a Project by the MSBA and further subject to adequate funding authorized by the Owner, the contract between the Owner and the Designer may be amended to include continued designer services through design development, construction contract documents, bidding, award of construction contract(s), construction administration, final closeout and warranty period of the potential Project. A potential Project may include a renovation of the existing school, a renovation of and addition to the existing school and/or new construction.

The estimated construction budget for a potential Project may range from ***$120,000,000 to $160,000,000*** depending upon the solution that is agreed upon by the Owner and the MSBA and that is ultimately approved by a vote of the MSBA's Board of Directors. The Fee for Basic Services will be negotiated.

The Commonwealth's Affirmative Marketing Program (AMP) established under M.G.L. Chapter 7C, §6, and Governors' Executive Orders helps ensure that minority owned business enterprises (MBE) and women owned businesses (WBE) certified by the Massachusetts Supplier Diversity Office (SDO) have opportunities to participate on DCAMM and other public construction and design projects across the Commonwealth. DCAMM and the SDO announced a series of AMP program changes that will be in effect for state funded municipal projects advertised on or after July 1, 2020.

Applicants should subcontract with MBE and WBE, as certified by the SDO. The AMP project specific goals should be set separately, with distinct participation goals set for MBE firm participation and WBE firm participation. Districts should set the project specific MBE and WBE goals prior to advertising for design services and the individual MBE and WBE goals should clearly be set forth in this RFS. This enables participation goals for an individual project to be specifically tailored to the particular project prior to procurement and ensures the goals more accurately reflect the availability of contractors or design professionals.

The MBE and WBE must be selected from those categories of work identified in Item F of this RFS or be assigned to tasks required under Basic Services as specifically set forth in the Contract for Designer Services as amended. Applicants are strongly encouraged to utilize multiple disciplines and firms to meet their separate MBE and WBE participation goals. Consultants to the prime Designer can team within their disciplines in

order to meet the separate MBE and WBE participation goals but must state this relationship on the organizational chart (Section 6 of the application form). Applications from MBE and WBE firms as prime designers are encouraged. Where the prime Designer is an SDO certified MBE or WBE, the Designer must bring a reasonable amount of participation by a firm or firms that hold the certification which is not held by the prime Designer on the project.

MBE and WBE Participation Goals for the Designer Services Contract:

1. **MBE Participation Goals: 5.4%**

2. **WBE Participation Goals: 10.4%**

For additional information on Designer qualifications see Sections E. and F. in this RFS.

A. Background:

Canton is a Town in Norfolk County, Massachusetts. The population was 24,370 at the 2020 census. Canton is part of Greater Boston, about 15 miles southwest of downtown Boston. The Canton Public Schools currently serve over 3,300 students in pre-kindergarten through grade 12. There are six school facilities including three elementary schools, one middle school, one high school, and one administration building that houses the Canton pre-kindergarten program.

With extensive input from the community, Canton Public Schools developed a Master Plan to modernize its school facilities and align its existing building inventory with current and future enrollment trends and 21st-century programmatic offerings. The Master Plan was conducted by Dore & Whittier and approved by the School Committee in October 2017. It can be downloaded here: https://leftfieldpm.egnyte.com/fl/FpWWC5Ws9o.

The William H. Galvin Middle School is a grade 6-8 middle school that currently serves 766 students. Teaming of teachers and students is a foundational structure to our work in changing what middle school can be, however, our teams cannot be fully co-located due to the limitations of our facility. Ideally, teams would be located in close proximity to each other to facilitate a stronger community culture and climate, interdisciplinary teams and a project-based and STEAM approach to teaching and learning, all of which are priorities.

The current building does not adequately support the program objectives at the school both in terms of the number of spaces required and the appropriateness of those spaces. For example, special education is not delivered in appropriate spaces that accommodate the special needs of these students (type of space, acoustics, privacy, etc.). Science is delivered in spaces that are well below the MSBA space guidelines, are completely interior to the building and therefore windowless, and do not provide a modern science curriculum opportunity.

The William H. Galvin Middle School's gross floor area is 133,543 GSF and was largely built all at once, in 1971 and has a small modular-construction addition from 2002 on its north side. The modular space is currently rented to an outside agency providing day care and after school care. Apart from this addition and some ongoing maintenance, the school has not had any major reconstruction or additions. The building has been well maintained, however, it is starting to show its age in terms of wear and tear and is not nearly as efficient as a new building.

In addition, as part of the CPS Master Plan objective, due to overcrowding at the three elementary schools, a grade reconfiguration would be implemented that would restructure the three schools from K-5 grade configurations to K-4 grade configurations. The Luce Elementary School is 93 students over capacity; the JFK Elementary is 153 students over capacity; and the Hansen Elementary School is 84 students over capacity per MSBA guidelines for total gross square footage. The William H. Galvin Middle School would be reconfigured to house grades 5-8 to alleviate the elementary school overcrowding concerns as outlined below.

As a result of the collaborative analysis with the MSBA of enrollment projects and space capacity needs for the William H. Galvin Middle School, the Town of Canton acknowledged and agreed that the design of alternatives, which may be evaluated as part of the feasibility study for the William H. Galvin Middle School, shall be based in accordance with the following:

Enrollment for Grades 6-8	Enrollment for Grades 5-8
760 students	1,020 students

B. Project Goals and General Scope:

On or about June 10, 2021, the Owner submitted a Statement of Interest (Attachment A) to the MSBA for the William H. Galvin Middle School. The MSBA is an independent public authority that administers and funds a program for grants to eligible cities, towns, and regional school districts for school construction and renovation projects. The MSBA's grant program is discretionary, and no city, town, or regional school district has any entitlement to any funds from the MSBA. At the October 26, 2022 Board of Directors meeting, the MSBA Board voted to issue an invitation to the Owner to conduct a feasibility study for this Statement of Interest to identify and study possible solutions and, through a collaborative process with the MSBA, reach a mutually-agreed upon solution. The MSBA has not approved a Project and the results of this feasibility study may or may not result in a Project approved by the MSBA.

It is anticipated that the feasibility study will review the problems identified in the Statement of Interest at the William H. Galvin Middle School.

The Feasibility Study shall include a study of all alternatives and contain all information required by 963 CMR 2.10(8) and any other applicable rules, regulations, policies, guidelines and directives of the Authority, including, but not limited to, a final design program, space summary, budget statement for educational objectives, and a proposed total project budget. The Schematic Design shall include, but not be limited to, the information required by the Authority's Feasibility Study Guidelines, including, but not limited to, a site development plan, environmental assessment, geotechnical assessment, geotechnical analysis, code analysis, utility analysis, schematic building floor plans, schematic exterior building elevations, narrative building systems descriptions, Northeast Collaborative for High Performance Schools (NE–CHPS) or US Green Building Council's LEED for Schools Rating System (LEED-S) scorecard, outline specifications, cost estimates, project schedule and proposed total project budget.

Project objectives under consideration by the Owner include:

- Identification of community concerns that may impact study options;
- Identification of specific milestone requirements and/or constraints of the District – e.g. Town votes, swing space, occupancy issues;

- Identification of alternative sites;
- Life cycle costs of operating the School as it relates to future operational budgets;
- Northeast Collaborative for High Performance Schools (NE-CHPS) criteria or US Green Building Council's LEED for Schools (LEED-S) Rating System;
- CM-at-Risk Delivery Method; and,
- Review of elementary school space requirements for possible restructuring/reconfiguration of middle school to grades 5-8.

C. Scope of Services:

The required scope of services is set forth in the MSBA's standard Contract for Designer Services (Contract), a copy of which is attached hereto and incorporated herein by reference. If the Owner decides to proceed with the Project beyond the Schematic Design Phase and when the project delivery method is decided (Design/Bid/Build or Construction Manager at Risk), the Contract will be amended accordingly. Copies of Designer Services Contract Amendments for Design/Bid/Build and Construction Manager at Risk are also attached hereto and incorporated herein by reference. Unless specifically excluded, the Designer's Basic Services consist of the tasks described in the Contract for Designer Services as amended and this RFS including all investigative work (to the extent provided for in the Contract), feasibility study, schematic design, and, at the Owner's option, design work, preparation of construction documents, bidding period administration, construction administration, and other related work reasonably inferred in the opinion of the Owner and the Authority as being necessary to meet the project's stated scope and goals.

This RFS will be appended to and become part of the Contract for Designer Services. Any Designer selected as a result of this RFS will be required to execute the Contract for Designer Services and applicable amendment that are attached hereto.

Basic Services include, but are not limited to, verification of existing record information including building dimensions, details and general existing conditions, cost estimating, architecture, civil, sanitary, mechanical, electrical, plumbing, fire protection, structural, site planning and landscape architecture, basic environmental permitting, graphics, lighting design, acoustics, data and communication, educational consultants, any specialty consultants for sustainable design (LEED-S/NE-CHPS), laboratory, library/media center and kitchen space, code consultants, accessibility, energy evaluations, detailed cost estimates; preparation of construction documents; bidding and administering the Construction Contract Documents and other design and consulting services incidental and required to fulfill the project goals. Please refer to the Contract and amendments for a complete summary of Basic Services.

Extra and reimbursable expenses are defined in Articles 8 and 9 of the Contract in Attachment B.

D. Project Schedule:

Work under this RFS is divided into the Project Phases as listed in Article 7 of the Contract as amended and as may be augmented in this RFS. Each Project Phase will consist of one or more required submissions, and may include site visits, meetings with the Owner, Owner's Project Manager, the Authority and others, and other tasks as described.

The milestone dates listed below are estimates only. Actual dates may vary depending upon the agreed upon solution, the extent of required document revisions, the time required for regulatory approvals, and the construction contractor's performance. Such variances will not, in and of themselves, constitute a justification for an increased Fee for Basic Services.

Milestone	**Projected Date**
Designer Contract Executed	**July 10, 2023**
MSBA Board of Directors Meeting – Preferred Schematic Report Approval	**February 2024**
MSBA Board of Directors Meeting - Project Scope and Budget Approval	**August 2024**
Feasibility Study Agreement expiration	**April 26, 2025**
Local Project Funding Authorization	**September 2024**
Possible Early Package Construction Start	**Summer 2025**
Main Package Construction Start	**Fall 2025**
Substantial Completion of Construction	**Summer 2027**
Move-In	**September 2027**

E. Minimum qualifications:

Selection will be made by the MSBA Designer Selection Panel in accordance with the Authority's Designer Selection Procedures, attached hereto as Attachment E. The Respondent must certify in its cover letter that it meets the following minimum requirements. Any Respondent that fails to include such certification in its response, demonstrating that these criteria have been met, will be rejected without further consideration. To be eligible for selection, the Designer must meet **all** of the following qualifications.

1. Be a qualified Designer within the meaning of M.G.L. Chapter 7C, Section 44, employing a Massachusetts registered ***architect*** responsible for and being in control of the services to be provided pursuant to the Contract.
2. The Massachusetts registered ***architect*** responsible for and in control of the services to be provided has successfully completed the Massachusetts Certified Public Purchasing Official Program ("MCPPO") seminar "Certification for School Project Designers and Owner's Project Managers" as administered by

the Office of the Inspector General of the Commonwealth of Massachusetts, and must maintain certification by completing the "Recertification for School Project Designers and Owner's Project Managers" seminar every three years thereafter. Proof of recertification or registration in the next recertification seminar for which space is available must be provided.

3. Applicants shall subcontract with MBEs and WBEs, as certified by the SDO. Applicants must include a reasonable representation of both MBE and WBE firms that meet or exceed the MBE and WBE participation goals established by the District for this Project.

F. Selection Criteria:

In evaluating proposals, the Owner and Designer Selection Panel will consider the members of the proposed design team. Identify those member(s) of the proposed design team who will be responsible for the following categories of work: (Firm's name, individual's name and professional registration or license number, as applicable, must be listed in the application for each category of work, as well as whether the firm is SDO certified as an MBE and/or WBE).

1. ***Architecture***
2. ***Educational Programming***
3. ***Civil Engineering***
4. ***Landscape Architecture***
5. ***Structural Engineering***
6. ***Fire Protection Engineering***
7. ***Plumbing Engineering***
8. ***HVAC Engineering***
9. ***Electrical/Lighting***
10. ***Data/Communications***
11. ***Environmental Permitting***
12. ***Geotechnical Engineering***
13. ***Geoenvironmental Engineering***
14. ***Hazardous Materials***
15. ***Cost Estimating***
16. ***Kitchen/Food Service Consultant***
17. ***Laboratory Consultant***
18. ***Acoustical Consultant***
19. ***Specifications Consultant***
20. ***Library/Media***
21. ***Technology Consultant/Audio Visual Consultant***
22. ***Theatrical Consultant***
23. ***Sustainable/Green Design/Renewable Energy Consultant***
24. ***Code Consultant***
25. ***Accessibility Consultant***
26. ***Traffic Consultant***
27. ***Furniture, Fixtures and Equipment Consultant***
28. ***Site Surveying***
29. ***Security Consultant***

**** N.B. –**

Applicants must address each category of work listed above in their application whether it is to be performed by in-house staff or by sub-consultant(s).

The members of the team for each of the categories of work listed above must be identified including the firm's name, individual's name and professional registration or license number, as applicable, as well as whether the firm is SDO certified as an MBE and/or WBE.

Failure to address <u>each</u> category may result in the elimination of the applicant from consideration on this project.

Applicants should not list any consultants other than those for the categories of work listed above.

The minority and women-owned business enterprises must be selected to perform services addressing the categories of work listed above or be assigned to tasks required under Basic Services as specifically set forth in the Contract for Designer Services as amended. Consultants other than those proposed for the categories of work listed above or required to perform Basic Services may not be used for purposes of meeting M/WBE requirements. Applicants are strongly encouraged to utilize multiple disciplines and firms to meet their MBE/WBE goals. Consultants to the prime Designer can team within their disciplines in order to meet the MBE/WBE goals but must state this relationship on the organizational chart (Section 6 of the application form).

The Owner and Designer Selection Panel will consider the following additional criteria in evaluating proposals:

1. Prior similar experience best illustrating current qualifications for the specific project.
2. Past performance of the firm, if any with regard to public, private, DOE-funded, and MSBA funded projects across the Commonwealth, with respect to:
    a. Quality of project design.
    b. Quality, clarity, completeness and accuracy of plans and contract documents.
    c. Ability to meet established program requirements within allotted budget.
    d. Ability to meet schedules including submission of design and contract documents, processing of shop drawings, contractor requisitions and change orders.
    e. Coordination and management of consultants.
    f. Working relationship with contractors, subcontractors, local awarding authority and MSBA staff and local officials.
3. Current workload and ability to undertake the contract based on the number and scope of projects for which the firm is currently under contract.
4. The identity and qualifications of the consultants who will work on the project.
5. The financial stability of the firm.
6. The qualifications of the personnel to be assigned to the project.
7. Geographical proximity of the firm to the project site or willingness of the firm to make site visits and attend local meetings as required by the client.
8. Additional criteria that the MSBA Designer Selection Panel considers relevant to the project.

G. Proposal requirements

Persons or firms interested in applying must meet the following requirements:

1. Applicants must have an up-to-date Master File Brochure on file at the Massachusetts School Building Authority.

2. Applications shall be on "Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2016)" as developed by the Designer Selection Board of

the Commonwealth of Massachusetts. Applications (one (1) original and **two (2) hard copies**, and two (2) digital copies in PDF format on separate USB flash drives) must be received on or before **2:00 PM, May 11, 2023**. Each electronic application file submitted in response to the RFS is to be no greater than 25MB. Applications must be completed using no smaller than the same font size as in the application (10 font Arial Narrow). Applications should be printed double-sided and spiral bound on the left short edge, landscape orientation, in order that the pages lie and remain flat when opened. Applications should not be provided with acetate covers. Applications must not exceed 100 pages, 50 sheets double-sided, from cover to cover. This page limitation is inclusive of the cover, cover letter, tab sheets and response to section 10 of the application. Electronic links to supplemental information are prohibited.

3. Applications must be accompanied by a concise cover letter that is a maximum of two pages in length. A copy of the cover letter should be attached to each copy of the application. The cover letter must include the certifications as noted in Section E of this RFS. (A copy of the MCPPO certification should be attached to the cover letter as well as any SDO letters.)

4. Applicants may supplement this proposal with graphic materials and photographs that best demonstrate design capabilities of the team proposed for this project subject to the page limitations as set forth in section 10 of the Standard Designer Application Form.

5. Proposals shall be addressed to:

Stephen Marshall
Director of Finance & Operations
Canton Public Schools
960 Washington Street Canton, MA 02021
781-821-5060 X1245
marshalls@cantonma.org

6. Proposals must be clearly identified by marking the package or envelope with the following:

William H. Galvin Middle School
"Name of Applicant"

7. All questions regarding this RFS should be addressed exclusively in writing, via email, by **5:00PM on Thursday, May 4, 2023** to:

Jen Carlson
jcarlson@leftfieldpm.com

H. Pre-Proposal Meeting

All interested parties should attend a briefing session at **55 Pecunit St, Canton, MA 02021** scheduled for **Thursday, April 13, 2023 at 3:30PM**.

I. Withdrawal

Applicants may withdraw an application as long as the written request to withdraw is received by the Owner prior to the time and date of the proposal opening.

J. 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.

K. 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.

L. Rejection of Responses, Modification of RFS

The Owner reserves the right to reject any and all responses if the Owner determines, within its own discretion, that it is in the Owner's best interests to do so. This RFS does not commit the Owner to select any Respondent, award any contract, pay any costs in preparing a response, or procure a contract for any services. The Owner also reserves the right to cancel or modify this RFS in part or in its entirety, or to change the RFS guidelines. A Respondent may not alter the RFS or its components.

ATTACHMENTS:

Attachment A: Statement of Interest

Attachment B: Contract for Designer Services - Base Contract for Design Bid Build or CM-at-Risk Project (Updated January 2022)

Designer Services Contract Amendment for Design/Bid/Build

Designer Services Contract Amendment for CM-at-Risk

Designer Services Base Contract Pages 1-2 and Attachment A,C,D,E, and F (Updated January 2022)

Attachment C: Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2016)

Attachment D: Certifications

Attachment E: MSBA's Designer Selection Panel's Procedures

End of Request for Designer Services

Attachment A
Canton Public Schools
William H. Galvin
MSBA Statement of Interest
Submitted: June 10, 2021

Massachusetts School Building Authority

Next Steps to Finalize Submission of your FY 2021 Statement of Interest

Thank you for submitting your FY 2021 Statement of Interest (SOI) to the MSBA electronically. **Please note, the District's submission is not yet complete**. The District is required to mail all required supporting documentation, which is described below.

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

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

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

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

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

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

Massachusetts School Building Authority

School District Canton

District Contact Barry S Nectow TEL: (781) 821-5060

Name of School Wm H Galvin Middle

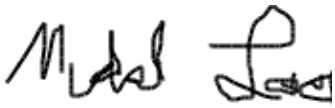
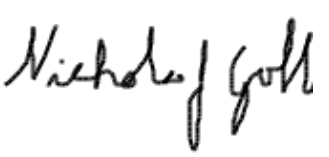
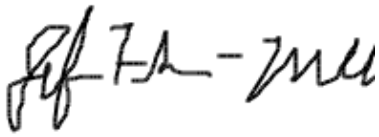
Submission Date 6/25/2021

SOI CERTIFICATION

To be eligible to submit a Statement of Interest (SOI), a district must certify the following:

- The district hereby acknowledges and agrees that this SOI is NOT an application for funding and that submission of this SOI in no way commits the MSBA to accept an application, approve an application, provide a grant or any other type of funding, or places any other obligation on the MSBA.
- The district hereby acknowledges that no district shall have any entitlement to funds from the MSBA, pursuant to M.G.L. c. 70B or the provisions of 963 CMR 2.00.
- The district hereby acknowledges that the provisions of 963 CMR 2.00 shall apply to the district and all projects for which the district is seeking and/or receiving funds for any portion of a municipally-owned or regionally-owned school facility from the MSBA pursuant to M.G.L. c. 70B.
- The district hereby acknowledges that this SOI is for one existing municipally-owned or regionally-owned public school facility in the district that is currently used or will be used to educate public PreK-12 students and that the facility for which the SOI is being submitted does not serve a solely early childhood or Pre-K student population.
- After the district completes and submits this SOI electronically, the district must mail hard copies of the required documentation described under the "Vote" tab, on or before the deadline.
- The district will schedule and hold a meeting at which the School Committee will vote, using the specific language contained in the "Vote" tab, to authorize the submission of this SOI. This is required for cities, towns, and regional school districts.
- Prior to the submission of the SOI, the district will schedule and hold a meeting at which the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body will vote, using the specific language contained in the "Vote" tab, to authorize the submission of this SOI. This is not required for regional school districts.
- On or before the SOI deadline, the district will submit the minutes of the meeting at which the School Committee votes to authorize the Superintendent to submit this SOI. The District will use the MSBA's vote template and the vote will specifically reference the school and the priorities for which the SOI is being submitted. The minutes will be signed by the School Committee Chair. This is required for cities, towns, and regional school districts.
- The district has arranged with the City/Town Clerk to certify the vote of the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body to authorize the Superintendent to submit this SOI. The district will use the MSBA's vote template and submit the full text of this vote, which will specifically reference the school and the priorities for which the SOI is being submitted, to the MSBA on or before the SOI deadline. This is not required for regional school districts.
- The district hereby acknowledges that this SOI submission will not be complete until the MSBA has received all of the required vote documentation in a format acceptable to the MSBA. If Priority 1 is selected, your SOI will not be considered complete unless and until you provide the required engineering (or other) report, a professional opinion regarding the problem, and photographs of the problematic area or system. If Priority 3 is selected, your SOI will not be considered complete unless and until you provide a summary of the accreditation report focused on the deficiency as stated in this SOI.

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**
Michael Loughran	Nichola Gallagher	Jennifer Fischer-Mueller
Chair, Select Board		
		
(signature)	(signature)	(signature)
Date	Date	Date
6/24/2021 12:12:08 PM	6/24/2021 1:30:46 PM	6/25/2021 10:46:42 AM

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

Massachusetts School Building Authority

School District Canton

District Contact Barry S Nectow TEL: (781) 821-5060

Name of School Wm H Galvin Middle

Submission Date 6/25/2021

Note

Submitted 06/25/2021 @10:49 AM

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

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

SOI Vote Requirement

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

SOI Program: Core **Potential Project Scope:** Potential New School
Is this a Potential Consolidation? YES

If 'YES', Please describe Potential Consolidation that is anticipated at the school.

If the project is invited as a core program by the MSBA, we would explore consolidating grade 5 with the current school grades 6-8 and end up with elementary school, with grade configurations of K-4 and the middle school with grades 5-8. This would help solve overcrowding at the 3 elementary schools.

Is this SOI the District Priority SOI? YES

School name of the District Priority SOI: 2021 Wm H Galvin Middle

Is this part of a larger facilities plan? YES

If "YES", please provide the following:

Facilities Plan Date: 10/13/2017

Planning Firm: Dore & Whittier Architects

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

With extensive input from the community, Canton Public Schools developed a Master Plan to modernize its school facilities and align its existing building inventory with current and future enrollment trends and 21st-century programmatic offerings. The plan projects out 30 years, with a more detailed focus over the first 10 years. The Master Plan, as originally drafted and approved by the School Committee in October 2017 resulted in a District-wide grade reconfiguration so that each elementary school houses grades PK-4, the Galvin Middle School houses grades 5-7, and the Rodman building is re-purposed to be a new 8th-grade Academy. Canton High School will remain the same with grades 9-12. The District-wide grade configuration has since been modified, following a Feasibility Study completed in the fall of 2018. (See below and elsewhere in this SOI.) The scope of the original Master Plan was organized into three basic components: Facilities assessment, education needs analysis and visioning, and options development. Facility assessments included comprehensive architectural and engineering walk-thrus to document the existing conditions of each building and the estimated life expectancies of building systems. Educational needs analyses and visioning identified spatial deficiencies based on existing and future educational programs and MSBA guidelines. Dore & Whittier developed a wide range of District-wide Master Plan options to address the identified facility and educational needs. The key finding of the study identified Galvin Middle School to be in need of renovation and or replacement, and, therefore the most likely candidate for an MSBA project. The District generated a list of Master Plan objectives during community visioning workshops and public forums and a number of options were developed to resolve multiple issues on a District-wide basis. The preferred Master Plan option was selected because it most effectively met the District's objectives to move the Pre-K program from the Rodman building to the District's neighborhood elementary schools; it will update and improve the Galvin Middle School (through a renovation, renovation/addition or new construction solution which is the intent of this SOI); and it will re-purpose the Rodman building into a new 8th-grade Academy. By implementing the grade configuration change as described, the District is able to alleviate its overcrowding at the elementary schools by eventually moving the 5th grade to the middle school once the middle school project is completed. The original configuration in the master plan was superseded by a plan in the Feasibility Study completed in December 2018. The feasibility study had three objectives: 1 - Evaluate the feasibility of renovating the Rodman Building to potentially serve as an 8th-Grade Academy; 2 - Evaluate the feasibility of relocating Pre-K students in several scenarios and 3 - Evaluate the feasibility of renovating the Rodman building to, a) improve the quality of spaces for District offices and, b) support both District offices and an expanded Pre-K program. In the spring of 2019, the school committee voted to change the direction of the Master Plan and approved objective #3 in the feasibility study: renovating the Rodman Building for the Pre-K and District Offices and renovating/expanding or building a new grade 5-8 middle school. The District plans to continue to initiate the Master Plan in the spring of 2021 by submitting a Statement of Interest to the MSBA for the Galvin Middle School.

Please provide the current student to teacher ratios at the school facility that is the subject of this SOI: 21 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

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

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

Dore & Whittier Architects, 10/13/2017

Is there overcrowding at the school facility? YES

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

The current building does not adequately support the program objectives at the school both in terms of the number of spaced required and the appropriateness of those spaces. For example, special education is not delivered in appropriate spaces that accommodate the special needs of these students (type of space, acoustics, privacy, etc). Science is delivered in spaces that are well below the MSBA space guidelines, are completely interior to the building and therefore windowless, and do not provide a modern science curriculum opportunity. In addition, as part of the CPS Master Plan objective, due to overcrowding at the three elementary schools, a grade configuration would be implemented that would restructure the three schools to be K-4 instead of K-5 which is currently the case. The Luce Elementary is 93 students over capacity; the JFK Elementary is 153 students over capacity; and the Hansen is 84 students over capacity per MSBA guidelines for total gross square footage. Galvin would be changed to house grades 5-8 to alleviate their overcrowding concerns. The current Galvin Middle School structure of 6-8 faces overcrowding concerns, it will not be able to accommodate a 5-8 structure as it stands now.

The middle school staff has grown since our original SOI submission in 2018. During the 2020 – 2021 school year, we added 2.0. FTE to accommodate growing enrollment. We will be adding 2.0 FTE educators during the 2021-2022 school year to staff a new therapeutic program. Due to a shortage of classrooms, we will be forced to share classrooms, which means the classrooms they teach in will be used to 85% capacity or higher. The impact of this also compromises the physical layout of our team structure as our building currently has space for 8 teams. Since September 2020, have 9. This forces us to compromise the ideal layout to allow for teams to be as collocated as possible. Instead, some teachers will have to be distanced from other teachers on their team. In a true middle school, this is less than ideal.

Has the district had any recent teacher layoffs or reductions? NO

If "YES", how many teaching positions were affected? 0
At which schools in the district?
Please describe the types of teacher positions that were eliminated (e.g., art, math, science, physical education, etc.).

Has the district had any recent staff layoffs or reductions? NO

If "YES", how many staff positions were affected? 0
At which schools in the district?
Please describe the types of staff positions that were eliminated (e.g., guidance, administrative, maintenance, etc.).

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.

Does Not Apply

Please provide a description of the local budget approval process for a potential capital project with theMSBA. Include schedule information (i.e. Town Meeting dates, city council/town council meetings dates, regional school committee meeting dates). Provide, if applicable, the District's most recent budget approval process that resulted in a budget reduction and the impact of the reduction to the school district (staff reductions, discontinued programs, consolidation of facilities).

Canton's capital budget cycle begins during the fall prior to the next fiscal year. The process includes departments submitting a capital plan to the Canton Capital Committee and Finance Committee. Discussions with the committees continue through the winter and conclude in late March, when the warrant for the annual town meeting is finished and sent to the voters. Annual town meeting takes place in May and assuming the capital plan is approved by the voters, funds are available beginning in July. If Canton is accepted into the core program by December 2021, funds needed for the feasibility study and schematic design phase of the project would be presented to town meeting in May 2022.

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).

Galvin Middle School's gross floor area is 133,543 GSF and was largely built all at once, in 1971, and has a small modular-construction addition from 2002 on its north side. Apart from this addition and some ongoing maintenance, the school has not had any major reconstruction or additions. The building has been well maintained however, it is starting to show its age in terms of wear and tear and is not nearly as efficient as a new building. Upgrades include: windows and doors were replaced in 2013, the majority of the roof was replaced in 1997 and is scheduled for replacement. Boilers were replaced approximately 18 years ago.

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

133543

SITE DESCRIPTION: Please provide a detailed description of the current site and any known existing conditions that would impact a potential project at the site. Please note whether there are any other buildings, public or private, that share this current site with the school facility. What is the use(s) of this building(s)? (maximum of 5000 characters).

Galvin Middle School is located at 55 Pecunit Street, in the west-central area of Canton. The site is bounded by Pecunit Street to the southwest, Raven Road to the northwest, the Lt Peter M Hansen School (Canton Public Schools) to the southeast and wetlands/woods to the northeast. There are two paved asphalt entrances to the site along Pecunit Street. The site is characteristic of the locale, being of moderate slope, downward from south (street) to north (rear of lot), with wooded sections, some exposed ledge, and open grass and athletic fields around the site. An all-season ice/roller skating rink is located adjacent to the parking lot, between Galvin and the Hansen Elementary School, which shares the site. Soils on site consist of Urban Land 0 to 15 percent slopes (building, roller rink, baseball field) and Udorthents, sandy soils on the athletic field (soccer field). The Galvin portion of the site is approximately 22.54 acres (MA GIS measurement) with the imaginary dividing line roughly 40 feet south-west of the middle school entrance, aligned with the Surrey Lane street stub.

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

Galvin Middle School
55 Pecunit Street
Canton, MA 02021

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

Typical wall construction consists of a running bond brick veneer, 1" air space, and a 1/2" parging on CMU backup. Bands of precast concrete panels run horizontally at each level. The brick in areas on the back (north) elevation has moisture problems, where the brick, precast concrete panel, and expansion joint sealants have failed in multiple areas and are protruding from their joints. Moisture damage and some type of fungal growth on the face of the brick veneer can be seen at north elevations. Some sections at rear (north-west) elevations have been repointed. Brick joints at rowlock sills at north elevations have failed at multiple locations. Moisture has infiltrated below sill. Steel loose lintels in some locations have rusted and expanded and the sealant below the lintel appears to have failed. The pipe penetration at the rear (north) elevation is leaking. Precast concrete panel at rear elevation (north-west) corner has cracked at miter joint. Kitchen

loading dock at rear (north-west) elevation has brick damage above the steel lintel at the left-hand side. Precast concrete panels are stained at library entrance. It appears water has gotten under the roof fascia and run down the face of the CIP concrete panels.

Foundations are cast-in-place (CIP) concrete, typically not visible above grade, except at the south-west elevation where site slopes and are exposed 12” to 15’ above grade. Deterioration is occurring at the top of foundation walls in some areas. The foundation and masonry have encountered impact damage at the front, south-east corner. The loading dock landing on the rear (north-east) elevation has some cracking, and deterioration at corner. Concrete spalling can be seen at some foundation locations.

Nearly the entire complement of windows in the existing building were replaced with heavy commercial thermally broken aluminum windows and storefront with 1” insulated glazing, and 1” insulated spandrel glass in 2013. Windows installed in punched openings in the ’71 construction appear to be performing well; however water staining due to sill runoff, are noted around many openings. Window and standup A/C units are installed in multiple locations. Air leakage is an issue with both installation conditions, and affect interior thermal environment. An integrated A/C system has been installed in the administrative suite, and 3rd floor interior classrooms.

In 2013, nearly the entire complement of exterior doors in the existing building were replaced with new Fiberglass Reinforced Polyester (FRP) doors and aluminum doors with glazing at storefront systems. The door at the loading dock on rear (north-west) elevation has the original frame with minimal rust.

The building envelope lacks insulation and is not thermally efficient by today's standards. Insulating the walls could be implemented from the inside but would required extensive renovation and would reduce the size of interior spaces due to the installation of insulation and furring. Louvers on this building are typically smaller grille-type louvers, for the unit ventilators at classrooms. Intake/exhaust louvers made up of blades within a frame can be found near kitchen and mechanical room areas. Generally louvers and grilles’ condition varies widely, from good to fair. New sealant has been installed at several grill-type louvers, but existing failing sealant still remains in some areas. Paint finish is failing on grill-type louvers in most locations, many of which also have failed sealant. Blade type louvers also have failed sealant joints.

See previous discussion regarding windows, doors and roofing.

Has there been a Major Repair or Replacement of the EXTERIOR WALLS? NO
Year of Last Major Repair or Replacement:(YYYY) 2014
Description of Last Major Repair or Replacement:
Doors and windows were replaced in 2014 however, the envelope remains substandard as compared to current energy code requirements. See previous section.

Roof Section A
Is the District seeking replacement of the Roof Section? YES
Area of Section (square feet) 37217
Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe)
The entire roof, except the gymnasium, was replaced in full with a Sarnafil white PVC, fully adhered membrane roof, installed 1997. The gymnasium roof was replaced with a Sarnafil white PVC fully adhered membrane roof in 2008.
Age of Section (number of years since the Roof was installed or replaced) 21
Description of repairs, if applicable, in the last three years. Include year of repair:
N/A

Window Section A
Is the District seeking replacement of the Windows Section? YES
Windows in Section (count) 175

Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe))
Thermally broken double pane in aluminum frames. To the extent the building can be successfully renovated these windows may be a candidate for saving.
Age of Section (number of years since the Windows were installed or replaced) 5
Description of repairs, if applicable, in the last three years. Include year of repair:
The District currently envisions a new building solution as being preferred. However, we recognize that if accepted into the MSBA Capital Pipeline all potential options will need to be explored including renovation, renovation/addition and potentially new construction. If a renovation or renovation/addition option is selected then some or all of these windows would be candidates for including as part of a renovation.

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).

Mechanical Systems
The Galvin Middle School is heated by a hot water boiler plant consisting of two (2) gas fired hot water boilers, hot water system pumps, boiler circulator pumps, combustion air intake and combustion by-product exhaust flues, and pneumatic controls. One boiler is manufactured by Viessmann, model Vertomat VSB 89 and has an approximate heating capacity of 3,000 MBH output, and maximum input of 3,361 MBH. The second boiler is manufactured by HB Smith, model 28A series – 13 and has an approximate heating capacity of 3,297 MBH output, and a maximum input of 3,844 MBH. The boilers are approximately 18 years old. The Viessmann boiler is a high efficiency condensing boiler and the HB Smith boiler is an atmospheric type boiler.

The flue gases are vented separately through the use of individual breeching that terminates through the mechanical room and up to the roof. Combustion air for the boilers is provided through the use of an inline fan with ductwork.

Hot water is distributed from the boiler to the building heating equipment by three base mounted end suction hot water pumps. Each pump has a 15hp motor. Heating hot water is circulated throughout the building to classroom unit ventilators, unit heaters, convectors, etc. The hot water piping and insulation located within the main boiler room appears to be in good condition. The pumps and piping distribution system was installed with the heating hot water plant.

The majority of the building is not air-conditioned. The Computer Lab is served by a ductless split system AC unit. There are other split systems or window air conditioning units where needed.

There are three rooftop units that feed interior spaces. The units are cooling-only rooftop units. The units were identified in the Master plan to be nearing the end of their expected useful service life. The unit serving the third floor interior classrooms was replaced in the fall of 2018. The unit that serves the first floor office/nursing area was replaced in 2017. The unit serving the second floor classrooms was scheduled to be replaced in April 2020 but may be delayed due to COVID-19.
To aid in air circulation and quality dur the 2020-2021 school year, the District added air purifiers to every occupied room in the district, including the galvin Middle School.

The cafeteria, library, and classrooms are served by indoor wall mounted unit ventilators located at the exterior wall. The gymnasium is served by horizontal unit ventilators located at the gym ceiling. Each unit has a hot water coil, supply fan and filter. Ventilation air is introduced to each of these units through a wall-mounted louver. Tempered air is distributed to the space through a unit mounted supply grille. The majority of spaces are exhausted through roof mounted exhaust fans. The units are original to the building, in poor condition and past their useful service life. The kitchen has one unit ventilator to feed the space which does not provide adequate make up air for the amount of air that is exhausted in a kitchen.

Electrical Systems

The switchboard consists of a 1200 amp main breaker/c/t section plus a distribution section. The switchboard was manufactured by Zinsco and is original to the building. Most panelboards are located flush in corridors, boiler room,

kitchen, cafeteria, etc. and are also original to the building. Most panels are full. The facility is secondary metered with the meter located in the electric room.

The secondary service runs underground between the pad mounted transformer and a 1200 Amp., 277/480V, 3Ø, 4 W switchboard located in the main electric room.

The switchgear was manufactured by GE, original to the building, and in poor condition.

Boiler Section 1
Is the District seeking replacement of the Boiler? YES
Is there more than one boiler room in the School? NO
What percentage of the School is heated by the Boiler? 100
Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other)
The boilers use natural gas and are equipped with dual fuel burners. Dual fuel burners allowed the school to operate on either natural gas or #2 fuel oil, whichever is less expensive. The fuel oil piping has been disconnected and is no longer used.
Age of Boiler (number of years since the Boiler was installed or replaced) 18
Description of repairs, if applicable, in the last three years. Include year of repair:
N/A

Has there been a Major Repair or Replacement of the HVAC SYSTEM? YES
Year of Last Major Repair or Replacement:(YYYY) 2000
Description of Last Major Repair or Replacement:
The boilers were replaced in 2000 with one (1) high-efficiency condensing Viessman boiler and one (1) atmospheric type HB Smith boiler. We anticipate that as part of a new school building project these boilers and the distribution system(s) would be replaced with newer and more efficient systems.

Has there been a Major Repair or Replacement of the ELECTRICAL SERVICES AND DISTRIBUTION SYSTEM? NO
Year of Last Major Repair or Replacement:(YYYY) 1971
Description of Last Major Repair or Replacement:
The switchboard and distribution system are original to the building.

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

Flooring material in the school consists of original 9” x 9” vinyl asbestos tile (VAT). VAT has been replaced in some heavy traffic areas and classrooms with 12” x 12” VCT. Broadloom carpet is in a small number of classrooms and the library, painted concrete in maintenance areas, quarry tile in kitchen and associated spaces, and ceramic tile in restrooms. Condition of most VCT is good, original VAT is generally in fair condition although dingy, ceramic tile is good to fair, but carpeting and painted concrete condition are poor. Carpet in the classrooms and library is in poor condition, worn at high-traffic spots such as doorways, and has stains and runs. Carpet in library is buckling in some locations. Painted concrete floor finish in the fitness and technology rooms are heavily worn and in poor condition. South-east stair VCT at landing has cracked and been displaced. Ceramic tile flooring has failed at showers in the boy’s locker room, and floors have been patched where existing partitions have been removed. Floor drain at boy’s first floor restroom appears to be settling and is causing cracking in the ceramic tile floor. Metal stair nosing and risers are beginning to rust in some areas.

Interior wall and partition material consists primarily of painted concrete masonry units with occasional gypsum wall board, metal stud partition. Both are finished with paint typically. Lobby interior partitions and stair enclosures are brick veneer walls on CMU.

Ceilings throughout the building are typically one of three main types: acoustic ceiling panels (ACP) in a suspended metal

grid, suspended metal pan ceiling, or “Tectum” acoustical panels. Generally light fixtures are original surface mounted with the exception of the administrative suite and updated restrooms, which have updated ACP, grid and recessed mounted light fixtures. Condition of ACP ceilings varies: most are fair but there are some panels that are water-stained and/ or broken. The Tectum panels are in good condition despite their age. Suspended metal pan ceilings are in poor condition.

Interior doors throughout the building are typically of two main types. “Public” doors are predominately flush wood doors, with a natural finished. These include the vast majority of doors in the building. “Private,” or service doors are hollow metal, painted. Frames for all doors are typically hollow metal, painted. Most classroom main doors , and hollow metal corridor doors, have wire glass vision panels. Condition of doors ranges widely in the building.

Fixtures throughout the building consist mainly of classroom sink casework, other storage casework, book-cases at window walls integrated with unit ventilators, window shades, short throw projectors, smartboards and display surfaces such as tack boards, chalk boards and marker boards. Toilet room fixtures and equipment consist of toilet compartment screens, dispensers, trash containers, towel dispensers, and clothing hooks. Other miscellaneous equipment include items like fire extinguishers and cabinets, drinking fountains, corridor lockers for student personal storage, locker-room lockers, and stage equipment.

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

GMS is committed to becoming a deeper learning school that prioritizes equity, social emotional learning and a purposeful culture of belonging so that each student can live up to their personal and academic potential. To do this, we are actively shifting what teaching and learning looks like by providing engaging and relevant instruction and transformational experience for all students.

GMS is a grade 6-8 middle school that currently serves 766 students. Teaming of teachers and students is a foundational structure to our work in changing what middle school can be, however, our teams can’t be fully co-located due to the limitations of our facility. Ideally, teams would be located in close proximity to each other to facilitate a stronger community culture and climate, interdisciplinary teams and a project-based and STEAM approach to teaching and learning, all of which are priorities for us. Currently, we co-locate English, math, social studies, and language classes, but our science classes are, unfortunately, tied to “science specific” classrooms located mostly on the third floor, and that have no exposure to natural light or fresh air. In addition, with science classrooms as an outlier, teachers cannot be fully integrated with their team. We also cannot co-locate our specials (art, computers, technology engineering and physical education) as they reside in specially designed rooms located away from the general population.

This year, we added a ninth team and expect to have nine teams for the future. This results in a team having to compromise co-location and, instead, share classrooms across the school because we don’t have enough rooms to accommodate the number of teachers and teams we have. In addition, we are adding a health teacher and a second Technology & Engineering teacher for the 2021 - 22 school year. The health teacher will have to share a room and the Tech & Eng teacher will have to teach in a classroom not designed to support the specialized STEAM/PBL curriculum. This year we are also adding a therapeutic program to our school to bring students back into our district based on our equity and inclusivity goals. Creating this new space will bring added stress to a building and will displace another teacher.

The curriculum at GMS is driven by the MA State Curriculum Frameworks. All students meet daily for core courses in math, ELA, science, social studies and either reading or a world language. Students take exploratory courses and “specials” in art, health, physical education, music, technology & engineering, and library. Students may also access special education resources as their learning needs require. Though the MA Frameworks guide what we teach, we are committed to shifting how we teach. To do this we have partnered with i2 Learning and PBL Works to create and implement a project-based interdisciplinary curriculum that will be over the next three years. We have also been awarded a grant to implement Project Lead the Way in our Tech & Eng courses.

To further support these shifts, we will implement a schedule change to facilitate learning that capitalizes on student agency, voice and ownership of learning. The new schedule will provide additional time for teacher teams to collaborate and longer blocks to support student-centered learning. As teachers facilitate more student collaboration, classroom square footage will limit the number of students in a room and the type of learning that can occur. In addition, we have very few common spaces to be used for this purpose or for presentations. Our hallways are lined with lockers, have limited wall space and there are no alcoves for quiet work. The only places we have for these purposes are the library and the cafeteria, both of which are used a majority of the day for classes.

With regard to our priority of equity, special education is a focus. To be inclusive, we have a life-skills program. The GMS facility does not adequately provide what is needed for these students. Ideally, this classroom will include a kitchen, a handicap accessible bathroom with age-appropriate changing spaces, laundry facilities, and movement break stations.

Another priority is developing our capacity to meet students' social, emotional and wellness needs. We have 7.0 FTE in our counseling department to handle the increased need of students. Due to space limitations, two counselors share an office and one does not have an office. Given the sensitivity of their conversations, we need a more appropriate space for counseling staff.

We are shifting teaching and learning in big ways. Making systemic and institutional changes is our work; unfortunately, our facility poses many challenges and places many limitations on what we hope to accomplish. We are getting creative, sharing spaces and putting band-aids in places, however our programming and educational vision is suffering as a result.

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

There are 41 general education classrooms which include 6 dedicated science classrooms. General education classrooms range in size from 780 – 1000 SF. The average classroom is 835 SF and the average science classroom is 850 SF. Nine classrooms are interior to the building and have no access to natural daylight or views which includes 3 windowless science classrooms. Science classrooms have sinks with water running along 1 or 2 classroom walls. Classrooms are furnished with loose, epoxy-topped lab tables (no caster, very heavy). Casework is in fair to poor condition and many drawers have been removed because of damage. Our current science spaces are out-of-date and lack current technology and tools needed for a 21st century STEAM curriculum. As our school grows and we add 3.0 FTE, a ninth team, and start a therapeutic program, we will need four additional, dedicated classrooms that we currently do not have. Teachers will have to share spaces this coming year and the lack of classrooms will force at least one team to not be colocated, which undermines the culture and student experience we are trying to create.

There are 8 special education classrooms and two office-sized spaces that also function as pull-out spaces. Special education classrooms range in size from 800 – 1300 SF. Two self-contained special education programs occupy dedicated classrooms, however, most special education classrooms house more than one program concurrently. The classrooms that are dedicated spaces lack the resources they need as detailed in the section above. In addition, we will have to create an additional, dedicated special education space to house our new therapeutic program. The office/pull-put spaces noted are interior to the building with no access to natural daylight.

GMS has 2 art classrooms (1010 – 1060 SF) for 3.0 FTE art, 1 tech & engineering lab (1447 SF) for 2.0 FTE, 1 fitness center (1205 SF), 3 music classrooms (727 – 1064 SF) with 3 associated practice rooms (70 – 140 SF), and 2 computer lab spaces that have been repurposed (1069 SF). The technology engineering lab is significantly outdated. It is a former wood shop and still has the equipment and furniture from that time. As we transition to a STEAM curriculum and consider other courses such as robotics, we will need to re-envision this space in terms of infrastructure, furniture and equipment. The addition of a second Tech & Eng teacher will have us repurposing a former computer lab for this program. The music classes are on the second floor. The inadequate size of the three classrooms for a music program precludes us

from having multi-grade band, chorus and orchestra courses and rehearsals. Even housing a single grade, 40 student orchestra, is difficult in the space currently assigned.

Core spaces include a cafetorium (4903 SF) with a platform (1230 SF), gymnasium (9410 SF) and 2 locker rooms (1050 – 2290 SF), and a media center (5454 SF). Locker rooms associated with the gymnasium are over-sized and underutilized as they still house the shower staff from prior decades. The cafeteria is undersized for the population which inhibits opportunities for large assemblies. Our gymnasium is large enough to hold the whole school population, however if we were to do this, we would exceed the fire code and two of three grades we house must sit on the floor. The sound in this room is also sub-standard for assemblies. Our future vision includes performance spaces that are variable – from small group to whole school. Our current cafetorium and gymnasium do not allow for this.

The GMS Library/Media center is also outdated, except for the new furniture we purchased. Our book stacks are original to the building. In recent years, the library furniture has been reorganized to create distinct learning spaces, however, the lack of sound barriers make it difficult for more than one class to utilize the space effectively. Our vision includes turning part of this space into a maker space, requiring a renovation that includes infrastructure, furniture and equipment. In addition, our library is a library, it is not a true 21st century media center, which it should be to meet the needs of our 21st century students. The library/media center should be the hub of a school. Currently our library is only accessible to students from the second floor and only when teachers do not have the library booked.

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

The building was originally designed for an approximate 850-student population. There are currently 766 students. Currently, curriculum is delivered in each classroom, in most cases, 5 out of 7 periods per day for an average of 71% utilization rate which yields a capacity of approximately 800 students. This coming school year and for the foreseeable future, however, we will be utilizing several classrooms 7 out of 7 periods per day as we add staff, teams and programs. Class sizes for core classes average 23-26 students. While this model and capacity usage may work for a junior high school, it does not facilitate the middle school model or the vision we are trying to achieve as a school. The facility is overcrowded with regard to staffing and programming and leads to a declining student experience.

In addition, the overarching facilities plan includes bringing grade 5 to the middle school. To add a grade, we will be overcrowded in population as well. We will not have space for 2-3 teams of 5 teachers each nor the additional staff necessary for another grade to take specials and electives. For us to add grade 5 to our grade configuration, we require a new facility.

When the school was originally built there was no accommodation for special education which now utilizes spaces that were originally intended as full classrooms. While we have been able to use classrooms for special education spaces, our special education teachers share classrooms, often using makeshift partitions to create space. Given our space limitations, we have no small group learning or break out spaces for the special education department to utilize for small group support, work and testing needs.

In addition, we have used all spaces for student use, limiting administrative spaces and teacher planning rooms. We currently have two spaces for teachers to use to eat lunch in and make copies in. We do not have any other common planning spaces for staff. Further limiting spaces teachers can use for collaboration is the increase in room usage in some classrooms from 5 to 7 out of 7 periods per day. In addition, while we have three administrative offices (2 in the main office and 1 on the 3rd floor), we only have one very small conference room in the building in which we hold all meetings. This conference room can host up to 10 people, is an interior room and has no windows. Given our culture goals to

deprivatize practice and increase collaboration, we need additional teacher collaboration and meeting rooms.

Finally, our school cafeteria is designed to hold 260 students. Our current seventh grade class has 285 students this year and had 300 students last year. While we added tables, the cafe was significantly overcrowded. In addition, because our cafeteria does not accommodate larger numbers of students, we are limited when it comes to scheduling as we cannot mix grade levels or exceed one grade level worth of students.

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

The maintenance program and practices include the following full-time personnel: District-wide Facilities Director, licensed master plumber/pipefitter, certified HVAC technician/master electrician, licensed plumber with controls experience, lead maintenance worker with general skills including carpentry, painting, hardware, general maintenance worker fully trained on roof maintenance, and a general maintenance worker trained in grounds and pest control. The system uses a computerized preventative maintenance and work order system for tracking and managing projects. The Galvin Middle School has four full time custodians for cleaning, minor maintenance, and preventative maintenance tasks. The in-house staff is supported by outside contracted services' contracts including: burner/boiler maintenance, fire alarms, and intrusion detection systems, fire sprinkler systems, fire extinguishers, elevators, pest control, AHERA, and emergency generators. The maintenance program is also supported by school equipment including lawn and snow removal, maintenance vehicles for plowing, and landscape equipment including bobcat and tractors. Also, the school district has a fully equipped maintenance building and storage facility housing mechanical equipment, parts and inventory, and maintenance and custodial supplies.

The School Committee annually votes their Capital Improvement Plan (CIP) and it is forwarded to the town's Capital Planning Committee and Finance Committee for approval. Final approval is voted at Annual Town Meeting. The plan is updated annually to reflect the new five-year period priorities and funded by allocating approximately 5-6% of general revenues. For the FY15 to FY22, the school department's debt budget allocation for new projects totals $7,680,000 inside the levy. For projects costing under $50,000, the cash capital portion of the capital plan is used. These are pay-as-you-go projects that are not bonded. For FY15 to FY22, the school departments cash capital budget allocation for new projects totals $5,500,000.

The total estimated CIP at Galvin Middle School is $14,500,000 with high-priority items totaling $2,250,000. However, when prioritizing items, the district found that many items were matters of high priority but were more appropriately included in the "full-renovation" category, and therefore $11,500,000 of deferred maintenance was recategorized as future costs to the district. While the interior and exterior of the building are in fair condition, the building has had limited upgrades since 1971. As such, there are accessibility challenges, major deficiencies with MEP systems, lack of adequate mechanical ventilation in many spaces, and no sprinkler system in the building. As stated earlier, many teaching spaces lack natural daylight and views to the exterior. Interventions to relieve these issues would prove too costly and therefore are not included in the CIP.

Priority 2

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

In December 2016, Canton Public Schools hired Dore & Whittier Architects to perform a comprehensive facilities assessment. The assessment provided an in depth understanding of the District's capacity and space needs and found severe overcrowding to exist at the elementary level. Over the course of 2017, the District and community worked with Dore & Whittier to develop a long-term Facilities Master Plan that optimizes existing building inventory and alleviates overcrowding across the District. The Galvin Middle School is a key component in this long-term plan needed to solve the District's severe overcrowding.

There are three elementary schools in Canton and one pre-kindergarten center, all of which are over capacity based on overall gross square footage and classroom count. The Luce Elementary school is 69,410 SF with an enrollment of 463 students. By MSBA standards, a building of this size should support only 400 students. Based on the number of general education classrooms in the school, the building should be able to support only 488 students. The district has compensated for the overage by increasing class sizes and converting spaces that were being used for student services and Special Education pull-out back into grade level classrooms. These functions have been relocated into converted storage closets and hallways.

The JFK Elementary School is 59,666 SF with an enrollment of 467 students. By MSBA standards, a building of this size should support only 350 students. Based on the number of general education classrooms in the school, the building should be able to support only 492 students. In the 2016-2017 school year, JFK experienced such overcrowding that one section of kindergarten students who live within the JFK catchment area needed to be relocated to the Hansen school. This added an extra transition for our youngest students. For the 2017-2018 school year, the school converted a dedicated technology lab to a kindergarten classroom in order to bring kindergarten students back to their home-school. The JFK school has lost other programs to overcrowding and currently houses student support and special education services in converted closets, stair landings, and hallways. Both math and reading RTI pull-out occurs in hallways, physical therapy happens in stair landings, and occupational therapy is offered in a converted storage closet. Due to space limitations, the teacher work room has been relocated to an electrical closet which could be a safety hazard. Multiple special education programs that serve students concurrently share a single resource room which is not ideal for our most vulnerable learners.

The Hansen Elementary school is 69,204 SF with an enrollment of 503 students. By MSBA standards, a building of this size should only support 417 students. Based on the number of general education classrooms, the building should be able to support 506 students. The Hansen School has taken measures to make room for more students by converting spaces for Title 1, reading RTI, and math RTI into general classrooms. These services are now offered in hallways.

As part of the comprehensive facilities assessment, the District hosted three visioning workshops with a group of 50 administrators, teachers, students, parents, community members, local officials, and business leaders. The visioning group identified priorities to be addressed by the school department which included moving the pre-kindergarten program into the elementary schools. The community expressed a strong desire to move Pre-K students into their home schools and eliminate the transition from Pre-K to kindergarten. Because all of the elementary schools are overcrowded, there is no space available to meet this District goal.

The pre-kindergarten program is currently housed on the ground level of the Rodman Building, located on the high school campus. State regulations require pre-kindergarten spaces exit directly at grade to the exterior which limits expansion of the program to the first and ground floors. The 2nd and 3rd floors of this building are currently underutilized, housing district administration and third party programs. Pre-kindergarten class size is capped at 15 students per classroom, therefore limiting enrollment based on space constraints to well under the District's demand for this program. Additionally, the Rodman building was originally designed to be a high school and classrooms are severely undersized to serve pre-kindergarten education. The visioning committee, representing the community at large, recognized the inadequate prekindergarten space at the Rodman building and emphasized the community's preference to move pre-kindergarten to the elementary schools.

The visioning committee also recognized that should the pre-kindergarten vacate Rodman, the District has an opportunity to repurpose the Rodman building to be an 8th-grade academy located on the high school campus. The single grade academy will ease the transition from middle school to high school and provide more individualized attention to this maturing age group. The 8th-grade academy would provide a nurturing place for students while they become better equipped for the challenges they will face in high school. Because the Rodman building is on the high school campus, 8th grade students still benefit from mixing with other age groups and may have the opportunity to take advantage of exploratory classes at the high school. Repurposing the Rodman building to house 8th graders would also free up space in the Galvin Middle School and allow 5th grade students to move from the elementary schools into the Galvin, thus alleviating overcrowding conditions at the elementary schools.

The Galvin Middle School is in poor condition, in need of systems repair, and unable to meet the educational goals of the District. As we move forward with our District Master Plan, it is imperative that the needs of this facility be addressed.

The Master Plan originally had the District taking measures to move prekindergarten to the three elementary schools which are already experiencing overcrowding by adding temporary modular classrooms to each site. The recently completed feasibility study approved by school committee includes a new grade configuration including renovating the Rodman Building for the Pre-K and District Offices and renovating/expanding or building a new grade 5-8 Galvin Middle School. Overcrowding at the elementary schools will be alleviated when the 5th grade relocates to the renovated/expanded or new Galvin Middle School.

This innovative approach to resolve multiple District facility issues through a grade configuration change will allow the District to resolve overcrowding at it's elementary schools, allow the Rodman Preschool to expand, and provide an improved Galvin Middle School facility through a partnership with the MSBA.

Priority 2

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

The District has built additions to all three elementary schools. In 2000, the District added a major addition of 12 classrooms and support spaces to Luce. JFK received a four classroom addition in 2011 and a 4 modular classroom addition in 2019. In 2016, Hansen opened 8 new classrooms.

The District has shifted programs as needed with changing enrollments. Many student services and some Special Education spaces have been displaced to accommodate general classrooms at the elementary schools and middle school. During the 2016-2017 school year, one section of kindergarten from JFK Elementary School attended Hansen Elementary School because of space constraints at JFK. The District repurposed a technology lab at JFK for the 2017-2018 school year to bring the section of kindergarten back to their home-school.

In the last 10 years, Both the Luce and JFK Elementary Schools have needed to offer art and music programming on a cart because there has not been space available for dedicated classrooms. Neither of these programs can function effectively without proper space. The District has gone to great lengths to continue to offer art and music, however we understand that our students are unable to maximize their art education experience under these circumstance. Both programs require storage for either materials or instruments and sheet music and ample space for project work and movement activities which a general classroom cannot provide.

As a result of the feasibility study, the District is now now pursuing a renovation of the Rodman Building for the Pre-K and District Offices and renovating/expanding or building a new grade 5-8 middle school. The District is pursuing the modular units and the Rodman renovation independent of MSBA capital pipeline.

Priority 2

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

Overcrowding is impacting each school's ability to deliver the educational program across the District. Major concessions are being made from the pre-kindergarten up to the middle school.

The Rodman Pre-Kindergarten Center (located in the ground floor of the Rodman Building) serves the District-wide pre-kindergarten program. This program enrolls all students who qualify for IEPs and an equal number of peer students. Because the program is limited to space on the ground floor, there are limited Special Education spaces for a population in need of specialized services. Students receive services in the classroom but are limited by space. Similarly, there is no additional space for professional resources. Administrators, educators, and paraprofessionals have no professional space to collaborate, plan lessons, or meet with parents and student advocates.

All three elementary schools are making programmatic sacrifices due to space constraints. Student services and Special Education services are delivered in inappropriate space including corridors, converted closets, stair landings, and the cafeteria platform. In years past, art and music has needed to be delivered from a cart. All of our elementary schools wish to incorporate more hands-on learning and project work however, we are limited by classroom size. There is no space for making where students can safely build projects that may span an entire unit. The District has also had to eliminate a technology lab at the JFK Elementary school. These factors limit our ability to incorporate STEM objectives that emphasize technology and engineering.

At the middle school, students are limited by an aging and outdated facility, rigid traditional design, and lack of space. The middle school is taking steps to engage in more active and project based learning and provide all students access to the highest quality education however, a lack of variety of spaces and limited classrooms forces student services and Special Education programs to share classroom space. Educational delivery is also limited by the building which encourages more static stand and deliver, teacher-centric methodologies. Galvin Middle School is working to incorporate more project-based, inquiry-based, and interdisciplinary learning, but is held back by the built environment.

Please also provide the following:

Cafeteria Seating Capacity: 260

Number of lunch seatings per day: 3

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

If "YES", indicate the number of years that the modular units have been in use: 16

Number of Modular Units: 4

Classroom count in Modular Units: 4

Seating Capacity of Modular classrooms: 23

What was the original anticipated useful life in years of the modular units when they were installed?: 20

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

If "YES", indicate the number of non-traditional classroom spaces in use: 4

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

See response to Question 3 above.

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

NA

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

Pre-kindergarten: 15 Students
Kindergarten: 16-20 Students
1-2nd Grade: 18-20 Students
3-5th Grade: 20-24 Students
6-12th Grade: 15-25 Students

Priority 5

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

Roof

The roof, minus the gymnasium, was replaced in full with a Sarnafil white PVC, fully adhered membrane roof, in 1997. According to the roofing survey by Russo-Barr Associates (2013), the roof is 16 years old, out of warranty, and projected for replacement in 2022. The gymnasium roof was replaced with a Sarnafil white PVC, fully adhered membrane roof, in 2008. The roof is warranted until 2028 (20 years). The modular classrooms have a black EPDM roof, 15 years old, with no warranty in place, projected for replacement in 2018.

A ballasted photovoltaic (PV) solar panel system was installed +/- 5 years ago, on the majority of the roofs, with the exceptions of the low roof adjacent to the gym. Condition of roof at areas where PV panels have been installed is fair to poor. Significant ponding is occurring at areas around PV panels. Roof with same construction type, with no PV panels, is in fair condition although leaking is still a problem.

HVAC

The school's boilers were replaced in 2000 along with a new DDC system. However, there is an antiquated pneumatic control system and the majority of the existing hot water piping and terminal heating equipment is originally installed. The school is heated by a hot water boiler plant consisting of two (2) gas fired hot water boilers, hot water system pumps, boiler circulator pumps, combustion air intake and combustion by-product exhaust flues, and pneumatic controls. One boiler is manufactured by Viessmann, model Vertomat VSB 89 and has an approximate heating capacity of 3,000 MBH output, and maximum input of 3,361 MBH. The second boiler is manufactured by HB Smith, model 28A series – 13 and has an approximate heating capacity of 3,297 MBH output, and a maximum input of 3,844 MBH. The boiler plant is approximately 18 years old. The Viessmann boiler is a high efficiency condensing boiler and the HB Smith boiler is an atmospheric type boiler.

The flue gases are vented separately through the use of individual breeching that terminates through the mechanical room and up to the roof. Combustion air for the boilers is provided through the use of an inline fan with ductwork.

Hot water is distributed from the boiler to the building heating equipment by three base mounted end suction hot water pumps. Each pump has a 15hp motor. Heating hot water is circulated throughout the building to classroom unit ventilators, unit heaters, convectors, etc. The pumps & piping distribution system were installed with the heating hot water plant in 2000.

There are three rooftop units that feed interior spaces. The units are cooling-only rooftop units. Two units are Carrier Model 50TJ-028 (25 ton cooling) and one is Carrier model 50TJ-016 (15 ton cooling). One unit serves third floor interior classrooms, one unit serves second floor classrooms and one unit serves first floor office/nursing area. The units were replacement units and are nearing the end of their expected useful service life.

The Cafeteria, kitchen, library, and classrooms are served by indoor wall mounted unit ventilators that are original to the building. Each unit has a hot water coil, supply fan and filter. Ventilation air is introduced to each of these units through a wall-mounted louver. Tempered air is distributed to the space through a unit mounted supply grille. Exhaust systems remove any outdoor air that is introduced through the unit ventilators to maintain a neutral pressure within spaces. The majority of classrooms with exterior walls also have perimeter hot water fin tube radiation. The unit ventilators and fin tube radiate are originally installed equipment, in poor condition, and past their expected useful service life.

The majority of classroom spaces are exhausted through roof mounted exhaust fans. There are also dedicated exhaust fans

which are roof mounted for areas such as the gang toilets, Kitchen hood, storage rooms and the large group spaces such as the Gym and Cafeteria. These areas use a galvanized sheet metal duct distribution system from the space to the roof mounted exhaust fans. The majority of the exhaust fans and ductwork are original and past their useful life.

Electrical

The switchboard consists of a 1200 amp main breaker/c/t section plus a distribution section. The switchboard was manufactured by Zinsco and is original to the building. Most panelboards are located flush in corridors, boiler room, kitchen, cafetorium, etc. and are also original to the building. Most panels are full. The facility is secondary metered with the meter located in the electric room. The secondary service runs underground between the pad mounted transformer and a 1200 Ampere, 277/480V, 3Ø, 4 W switchboard located in the main electric room. The switchgear was manufactured by GE, original to the building, and in poor condition.

The facility has an interior natural gas emergency generator manufactured by Katolight located in the Boiler Room. The generator is in fair condition. A 400 ampere Asco series 300 automatic transfer switch is located in the electric room. An emergency-only panel is located adjacent to the ATS. The emergency system is not in compliance with current codes and should be replaced with a code compliant system. Current codes require a separate transfer switch and dedicated panels within 2 hour rated closets with fire rated feeders.

An emergency-only lighting system, which is normally off, exists throughout the facility. The emergency-only lights consist of recessed incandescent fixtures. Existing signs generally have battery back-up. Exterior doors do not have emergency lights.

The majority of the school uses energy-inefficient utility-grade incandescent light fixtures with local switches. Fixtures in the cafetorium have been retrofitted with LED lamps. The wiring and switches throughout the school are original.

Typical classrooms and offices have minimal receptacles. Wire mold raceways have been added at projector marker board walls with receptacles in multiple locations throughout the school. Receptacles in the kitchen are generally not GFI protected and are sparsely located.

Plumbing

Presently, the Plumbing Systems serving the building are cold water, hot water, sanitary, waste and vent system and natural gas. Municipal water services the Building, while the building sanitary is directed to a Municipal site sanitary system.

The plumbing systems are original to the building. The plumbing systems, while continuing to function, have served their useful life. The school plumbing systems could continue to be used with maintenance and replacement of failed components; however other non-dependent decisions will likely force the plumbing upgrade.

The plumbing fixtures are in fair to poor condition. Attempts have been made to make some bathroom fixtures accessible; however, most fixtures do not meet current accessibility codes. In general, the fixtures have served their useful life. Current Access Code requires accessible fixtures wherever plumbing is provided.

Cast iron is used for sanitary, waste, vent and storm piping systems. The building has flat roofs, thus rainwater is collected by interior rain leaders that collect under floor slabs, which are then directed to a site storm system. Where visible, the cast iron pipe appears to be in fair to poor condition.

Fire Protection

The fire alarm system has fair coverage however, it does not comply with current codes. The system should be replaced under a renovation program. The fire alarm system consists of a non-addressable control panel located and

remote LCD annunciator. The form of alarm transmission is via a radio box with exterior antenna. The exterior master box with pull lever is still in place with a red beacon above. The audible/visual signal devices consist of horns and strobes. Pull stations exist at exterior exit doors. The building does not have a sprinkler system.

Priority 5

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

The District replaced the roof with Sarnafil white PVC, fully adhered in 1997. The gymnasium roof was replaced in 2008 with Sarnafil white PVC fully adhered roof. The majority of the roof system is out of warranty and nearing the end of its useful life.

The District replaced the boilers and hot water piping and insulation in the boiler room in 2000 with a high-efficiency condensing boiler and an atmospheric boiler. While some portions of the system have been replaced problems still remain and overall the system should be considered for replacement.

The District replaced two rooftop HVAC units in 2018 and 2019, used primarily for interior spaces and the main office. The 2 new units were part of the school department capital plan.

The District will be replacing 3 unit ventilators in 2022, 2 in the gym and 1 in the cafeteria, all of which are funded through the FY22 capital plan.

Priority 5

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

The building's systems are tired and negatively impact the District's educational program. Roofs leaks, rendering some learning spaces unusable or littered with trash cans collecting water. Moisture infiltration can lead to mold and impact the indoor air quality. Poor indoor air quality can aggravate respiratory issues, increase teacher and student absences, and reduce overall health.

Unit ventilators are at the end of their useful life. At times, learning spaces are well below a comfortable temperature and at other times spaces are overheated. We know that appropriate temperature is vital for learning and maintaining concentration. Unit ventilators are loud and inefficient as compared to a more modern system.

Most classrooms and offices have limited electrical receptacles, forcing many teachers and staff to use extension cords which can be a safety hazard. Some classrooms have retro-fitted raceways installed with additional receptacles, however, most electrical panels are full and the system is at capacity. A 21st century education relies heavily on technology powered by electricity which the building is unable to accommodate.

The District has taken bold strategic steps to offer a world-class education to students and preferred career opportunity for talented educators. The 4 long-term strategic objectives of our strategic framework guides all of our decision-making, from our curriculum to our building projects. The long term strategic objectives are: 1) Achieving Educational Excellence & Ensuring Equity; 2) Cultivating School Climate & Culture; 3) Transforming Teaching & Learning; 4) Achieving District Excellence. As the District launches contemporary curriculum, reimagines educational delivery, and invests in active learning, improved facility systems would support improved educational outcomes and continue to move the district forward.

Priority 5

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

Addressing the major building systems will extend the useful life of the facility and improve the District's educational program. Based on reports from Garcia Galuska & DeSousa from October 2017, some system components can be reused, most systems, including HVAC, plumbing, and electrical, need comprehensive replacement. Full system replacement would bring the facility up to current codes and the building would perform similar to a newly constructed building. It is unclear at this time whether or not that would be the most cost-effective approach as compared to a new building.

Improvements to the school facility would:

- Improve the quality of teaching and learning
- Increase accessibility to all programs for all students, including those with disabilities
- Support educators in responding to students' academic, social, and emotional needs
- Improve the student experience
- Focus intended operational funds on the implementation of the District's curriculum without diverting funds to address emergency repairs
- Maximize effectiveness of tax-payer investment in school facilities
- Create an environment that empowers students to thrive academically, emotionally, and socially
- Improve efficiency and provide a more cost-effective operating solution
- Improve indoor air quality and thermal comfort
- Provide natural daylighting opportunities
- Improve issues of proximity
- Maximize the visibility of teaching and learning
- Create opportunities for passive supervision with improved visibility
- Address issues of safety and security

Please also provide the following:

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

If "YES", please provide the name of the individual and his/her professional affiliation (maximum of 250 characters):
Garcia Galuska DeSousa, Inc.

The date of the inspection: 10/1/2017

A summary of the findings (maximum of 5000 characters):
The school's boilers were replaced in 2000 along with a new DDC system. However, the majority of the existing hot water piping and terminal heating equipment is originally installed equipment and at the end of its useful life. There is an antiquated Pneumatic Control System installed in the building. The systems are inefficient and inadequate compared to new modern building systems

The switchboard is original to the building and in poor condition. Most panelboards are located flush in corridors, boiler room, kitchen, cafetorium, etc. and are also original to the building. Most panels are full. The facility is secondary metered with the meter located in the electric room.

The plumbing systems are original to the building. The plumbing systems, while continuing to function, have served their useful life. The school plumbing systems could continue to be used with maintenance and replacement of failed components; however other non-dependent decisions will likely force the plumbing upgrade. The plumbing fixtures are in fair to poor condition. Attempts have been made to make some bathroom fixtures accessible, however, most fixtures do not meet current accessibility codes. In general, the fixtures have served their useful life. Current Access Code requires accessible fixtures wherever plumbing is provided. Cast iron is used for sanitary, waste, vent and storm piping systems. The building has flat roofs, thus rainwater is collected by interior rain leaders that collect under floor slabs, which are then directed to a site storm system. Where visible, the cast iron pipe appears to be in fair condition.

Priority 7

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

Canton Public Schools is committed to offering state-of-the-art 21st-century public education and preparing our students for success in a changing world. We developed our strategic framework to help guide or decision-making and high quality facilities are an important part of moving our framework forward.

At a minimum, students should have access to an educational facility that is warm, safe, and dry. With a roof, building envelope, and building systems beyond their useful life this is not the case at the Galvin Middle School.

The current Galvin Middle School facility negatively impacts the student's educational experience, the teacher's ability to deliver the highest quality education, and the impact of the community's ongoing investment in their school system. Escalating costs exceed capital repair plans and are focused on emergency repairs which divert funding away from regular maintenance and away from funding educational programming. Additionally, benefits seen from investing in an obsolete building only go so far. The facility continues to serve a 1970's educational model which is inconsistent with Canton's vision for preparing its student for the future.

Providing a warm, safe, and dry building for students to learn is a minimum objective of all school districts. Over the past 5 years, the Town of Canton has invested approximately $1,250,000 to simply keep the Galvin building in operation and will need to continue to invest significant tax-payer money in this obsolete facility. The building is outdated, does not align with the educational goals of the District, and has nine classrooms that have no access to natural daylight or views to the outside. Research supports a lack of daylight has a negative effect on academic performance and human health. Because of the depth of the floorplate, the interior classrooms cannot be daylit without a full renovation.

A Visioning Committee, formed during the development of the Facilities Master Plan, comprised of approximately 50 administrators, educators, students, parents, local officials, and business leaders met multiple times during the spring and fall of 2017 to discuss the future of education in Canton. The result was a well-considered vision for the District's school facilities and the education delivered within.

The original option was based on community values, district assets, and enrollment projections. This information was used by the committee to outline a pathway toward a preferred grade configuration that would house grades 5-7 in the Galvin Middle School. While the Galvin has the capacity for three grades, it cannot deliver the appropriate educational program envisioned by the District. The visioning committee clearly documented a strategic shift toward student-centered learning that emphasizes understanding and application, creativity, critical thinking, collaboration, and communication through team-based interdisciplinary curriculum delivery. The vision of the Galvin is to become a deeper learning school that prioritizes equity, social emotional learning and a purposeful culture of belonging so that each student can achieve their personal and academic potential. The existing facility acts as an obstacle to delivering a 21st-century education. The original option developed and recommended in the Facilities Master Plan also included converting the Rodman Building to an 8th grade academy, allowing the 5th grade to move from the 3 elementary schools to the Galvin. The next step following release of the Facilities Master Plan was to commission a feasibility study to:

1. Evaluate the feasibility of renovating the Rodman Building to potentially serve as an 8th-Grade Academy

2. Evaluate the feasibility of relocating Pre-Kindergarten students in several scenarios:

    a. At each elementary school, in modular classrooms Name of School Wm H Galvin

Middle Massachusetts School Building Authority 27 Statement of Interest

b. At each elementary school, integrated into the building

c. At the Rodman building

3. Evaluate the feasibility of renovating the Rodman building to,

a) improve the quality of spaces for District offices and,

b) support both District offices and an expanded Pre-K program.

The study would help the school committee confirm assumptions made during the master planning process.

The feasibility study began in the spring of 2018 and completed in December. It includes three potential pathways to move the facilities master plan forward:

1. Continue the current practice of District offices and Pre-Kindergarten at the Rodman Building and renovate the space for long-term use

2. Continue the current practice of District offices at the Rodman Building and decentralize Pre-K students into neighborhood schools using modular additions

3. Continue the current practice of District offices at the Rodman Building and decentralize Pre-K students into neighborhood schools, integrating them into the existing building and relocating another grade level into modular additions.

The Facilities Master Plan included multiple options for utilizing the 6 school buildings. The school committee ultimately choose the option, which included a grade 5-7 middle school, a stand-alone 8th grade academy and the Pre-kindergarten dispersed to the 3 elementary schools (Option 5.B.1). Several other options were considered. One of the options considered was option 5.A. In Option 5.A, the District would reconfigure all the elementary schools to serve grades PK-4. A new middle school would be built on the Galvin site for grades 5-8. Because this is a large population, the District may want to consider organizing the middle school into one school for 5th and 6th grade, and another school for 7th and 8th grade. The high school will remain as grades 9-12 and District offices will stay at the Rodman Building.

The current option under consideration closely resembles option 5.A but with the Rodman Early Childhood Center staying at the Rodman Building. The feasibility study working group found this option, option 5.A.1, to be cost effective as well as over the long term, the highest and best use for all of the school buildings.

Galvin Middle School organizes students into interdisciplinary teams (3 per grade for 2020 - 2021) to promote 21st century - skills and create small communities for learning. The existing facility's layout does not support teaming. Science classrooms have fixed infrastructure and are clustered on the third floor, preventing interdisciplinary organization. The building's construction is typical for the era when it was built, with masonry walls and homogeneous classrooms running along a double-loaded corridor. Three grade levels share 2 floors making clear separation and/or grouping impossible. The District has attempted to geographically locate team classrooms in close proximity to one another however, all teams are split between levels and have no defining shared space where collaboration, project work, or authentic exhibition can happen. This coming school year, at least one team will not be able to be located geographically due to a lack of classrooms and a need to share learning spaces.

Many teachers wish to combine curriculum delivery with other teachers on the team for interdisciplinary learning, however, the layout of the building makes this difficult. Walls are mostly made of CMU, limiting flexibility to combine classrooms. Additionally, casework, furniture, and fixtures are either fixed or too heavy to realistically rearrange which limits flexibility within the classroom. During visioning sessions, teachers and administrators expressed a desire to organize the overall building into team

suites where one team would be able to take most of their classes in a centralized area of the building. Clusters of classrooms would be interdisciplinary and include classroom space for science, math, English language arts, social studies, Special Education, and movement. Classrooms could encircle a shared learning commons for breakout activities that spill beyond the classroom, a place for collaboration, project work, presentations, and more. Team classrooms may be different sizes to support a wide variety of learning activities.

Middle school teachers and administration strive to incorporate active learning strategies including hands-on learning, inquiry-based, and interdisciplinary curriculum delivery. Currently, leaders in the middle school are exploring schedule variations including dynamic scheduling to augment student-led learning experiences. Despite efforts from administration and staff, the school's layout and inflexible furnishings create obstacles to 21st century learning. Approximately 75% of the classrooms are below MSBA guidelines for classroom size which limits collaboration, project work, hands-on learning, and movement activities within the classroom. There are no spaces outside of the classroom that could accommodate these learning activities.

Additionally, the existing building does not have any teacher planning spaces or any space for teachers to collaborate while developing team-based projects and lesson plans. An increasing number of teachers share classrooms and therefore do not have a productive place to work during their planning periods. Because there is limited space for teachers and students to come together outside of traditional classrooms, teachers are limited by what and how they can teach.

Because the building was designed for a different educational program, many Special Education programs are delivered in inappropriate learning environments. Many Special Education programs and student services share classroom space although they meet concurrently. Some Special Educators use furniture to separate classroom space, however, acoustic separation remains problematic. Dedicated space that is appropriately sized for the function would greatly benefit our special education programs.

Priority 7

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

The District has replaced the roof (1997), boilers (2000), and windows (2013) in order to keep the building operational. The District will need to invest an additional $14.5M in the short-term. None of these maintenance-related investments will impact the building's ability to support a 21st-century education.

The District has taken many steps to work within the nearly 50-yr old building's constraints. Classrooms have been repurposed to serve dedicated special education programs, a fabrication lab, and technology lab. Available space has been carved out of the library for student services programs using temporary office partitions.

The District is exploring ways to incorporate more student-centric, active learning techniques including project base learning and inquiry based learning. A scheduling committee/ task force implemented a pilot program during the 2016-2017 school year to understand how using a sliding schedule might improve the school's ability to deliver interdisciplinary curriculum through project-based learning.

Priority 7

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

The Galvin Middle School is a 50 +/- year old building constructed with an inflexible design. The layout of the building is not conducive to modern teaching methods, which require a variety of teaching and learning spaces. There is inadequate collaboration and small group spaces, interior classrooms without windows or natural light and antiquated systems in need of major replacement or overhaul. As an example, due to lack of break-out spaces, small group teaching and learning is often done in hallways, the building lobby or on the stage in the cafeteria. Additionally, the building does not have a dedicated space for performing arts performances and presentations and there is very little area to display student work.

The dining area at the Galvin is constructed as a large multi-purpose room. It includes the only stage in the building and traditional school cafeteria tables and chairs. Modern school design provides for a variety of seating options, which helps promote social and emotional well-being of the students and staff.

The library is poorly located and isn't used as a central hub of learning. The space is dark and has poor ventilation. The design and layout is inflexible and isn't representative of a 21st century media space.

The District has safety and security concerns with the entire building. The main entrance to the building can not be seen from the administrative office. Additionally, the main office has poor visibility into the school. Security cameras have been upgraded but major upgrades are needed to ensure safety.

REQUIRED FORM OF VOTE TO SUBMIT AN SOI

REQUIRED VOTES

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

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

FORM OF VOTE

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

Resolved: Having convened in an open meeting on _____, prior to the closing date, the _____ *[City Council/Board of Aldermen, Board of Selectmen/Equivalent Governing Body/School Committee]* of _____ *[City/Town]*, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest dated _____ for the _____ *[Name of School]* located at _____ *[Address]* which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future

_____

_____

_____

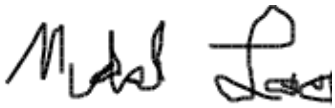
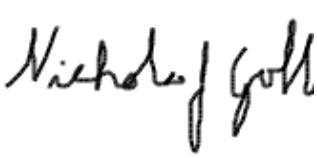
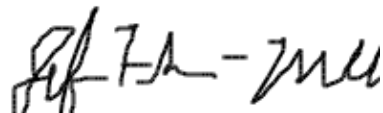
_____

_____

_____; *[Insert a description of the priority(s) checked off on the Statement of Interest Form and a brief description of the deficiency described therein for each priority];* and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.

CERTIFICATIONS

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

Chief Executive Officer *	**School Committee Chair**	**Superintendent of Schools**
Michael Loughran	Nichola Gallagher	Jennifer Fischer-Mueller
Chair, Select Board		
		
(signature)	(signature)	(signature)
Date	Date	Date
6/24/2021 12:12:08 PM	6/24/2021 1:30:46 PM	6/25/2021 10:46:42 AM

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

ATTACHMENT B.1
CONTRACT FOR DESIGNER SERVICES
(BASE CONTRACT FOR DESIGN BID BUILD OR CM at RISK PROJECT)

CONTRACT FOR DESIGNER SERVICES
(BASE CONTRACT FOR DESIGN BID BUILD OR CM at RISK PROJECT)

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

_____ , _____ , _____ , _____
(street) (city) (State) (Zip Code)
hereinafter called the "Designer" for the Designer to provide the designer services required to complete the Basic and Extra Services described herein at _____
(name/description of Project)
_____
_____
_____

The Designer 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 Designer 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 Designer. If the Owner elects to construct the Project using the CM at Risk ("CM-R") construction delivery method pursuant to M.G.L. c. 149A, this Contract shall be amended using the Authority's Standard Amendment for CM-R, as it may be amended from time to time by the Authority. If the Owner elects to construct the Project using the Design-Bid-Build ("DBB") construction delivery method pursuant to M.G.L. c. 149, this Contract shall be amended using the Authority's Standard Amendment for DBB, as it may be amended from time to time by the Authority.

For the performance of the services required under this Contract for the Feasibility Study Phase and the Schematic Design Phase, and excluding those services specified under Articles 7.5, 7.6, 7.7, 7.8, 7.9, 7.10, and 8.3, the Designer shall be compensated by the Owner for Basic Services in accordance with the Payment Schedule included as Attachment A.

Designer's Project Architect/Engineer: _____

The Subconsultants to provide services, either as Basic or Extra Services, to the Designer under this contract may include the following, as identified on the RFS:

	Name of Firm	**Name of Principal**	**MBE/ WBE**
Civil Engineering			
Landscape Architecture			
Structural Engineering			
Fire Protection Engineering			
Plumbing Engineering			
HVAC Engineering			
Electrical/Lighting/			
Data/Communications			

Environmental Permitting			
Geotechnical Engineering			
Hazardous Materials			
Cost Estimating			
Kitchen/Food Service Consultant			
Laboratory Consultant			
Acoustical Consultant			
Specifications Consultant			
Library/Media/Audio Visual Consultant			
Technology Consultant			
Theatrical Consultant			
Sustainable/Green Design/Renewable Energy Consultant			
Code Consultant			
Accessibility Consultant			
Traffic Consultant			
Furniture, Fixtures and Equipment Consultant			
Site Surveying			
Security Consultant			

IN WITNESS WHEREOF, the Owner and the Designer hereby agree to the terms of the Contract and have caused this Contract to be executed by their respective authorized officers or other authorized representatives.

OWNER

_____
(print name)

_____
(print title)

By _____
(signature)

Date_____

DESIGNER

_____
(print name)

_____
(print title)

By _____
(signature)

Date _____

TABLE OF CONTENTS

ARTICLE 1: DEFINITIONS

All terms that this Contract defines may be used with or without initial capital letters. Other terms, abbreviations and references are defined as they appear herein. Words and abbreviations that are not defined in the Contract Documents but which have recognized technical or trade meanings are used in accordance with those meanings.

APPLICABLE LAWS – All applicable laws, statutes, ordinances, by-laws, codes, rules and regulations, of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government applicable to the Project.

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

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

BASIC SERVICES – The scope of services to be provided by the Designer under this Contract, unless the Contract is otherwise terminated pursuant to Article 12, as described in Article 7 of this Contract, and as it may be amended pursuant to Article 18.4.

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.

CERTIFICATE OF SUBSTANTIAL COMPLETION – The certificate prepared by the Designer and approved by the Owner to the effect that the Work has reached Substantial Completion.

CHANGE ORDER – A written instrument prepared by the Designer and signed by the Owner, Owner's Project Manager, Contractor or CM at Risk, and Designer, stating their agreement on a change in the Construction Contract Documents, including, but not limited to, a change in the Contract Sum and/or Contract Time, and/or any other specification in the Construction Contract Documents.

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

CONSTRUCTION CONTRACT DOCUMENTS – The Construction Contract Documents consist of the Owner-Contractor or Owner-CM at Risk Agreement, Advertisement, Instructions to Bidders, Bidding Documents, Contract Forms, Conditions of the Contract, Drawings, Plans, Technical Specifications, all addenda issued prior to execution of the Construction Contract, and other documents approved after execution of the Owner-Contractor or Owner-CM at Risk Agreement relating thereto.

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 – the individual, corporation, partnership, sole proprietorship, joint stock company, joint venture or other entity with whom the Owner has contracted pursuant to M.G.L. c. 149A, §§ 6 & 7, to provide Construction Management at Risk Services.

CONTRACT – This Contract, inclusive of all Attachments, between the Owner and the Designer; 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 pursuant to M.G.L. c. 149, §§ 44A-44M to perform the construction for this Project.

CONTRACTOR APPLICATION AND CERTIFICATE FOR PAYMENT – The form prescribed by the Owner which contains the Contractor's or CM at Risk's application or requisition for periodic or final payment for Work performed in accordance with the Construction Contract Documents and the Designer's certificate for payment as approved by the OPM and the Owner.

DESIGNER – The individual, corporation, partnership, sole proprietorship, joint stock company, joint venture or other entity identified as such on page one of this Contract performing architecture, landscape architecture, and/or engineering services under this Contract and which meets the qualifications set forth in M.G.L. c. 7C § 44.

DESIGNER SERVICES – The services to be performed by the Designer and its Subconsultants under this Contract including developing and providing all data, designs, drawings, specifications and estimates required for the Project.

DISTRICT – see "OWNER."

EXTRA SERVICES – Services requested by the Owner to be performed by the Designer 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 Designer for satisfactorily performing the Basic Services required under this Contract, exclusive of the compensation to which the Designer may be entitled pursuant to Articles 8 (Extra Services) and 9 (Reimbursable Expenses).

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.

FINAL DESIGN PROGRAM – A description of the programmatic, functional, spatial, and environmental requirements of the Project in written and graphic form indicating the scope of work and design requirements of the Project.

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 Designers contracting with Owners for projects receiving any funding from the Authority, as they may be amended from time to time by the Authority.

MATERIALS – The designs, drawings, project manual specifications, and other materials prepared by the Designer as defined in Article 16.1.

MBE/WBE – A minority-owned business (MBE) or a women-owned business (WBE) certified by the Supplier Diversity Office (SDO).

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

OWNER – The entity identified as such on page one of this Contract, or its authorized representative, that is the owner of the property that is the site of the Project, or has or will have exclusive control over the site for at least the duration of the useful life of the school facility that is the subject of the Project, and is responsible for administering this Contract.

OWNER-CONTRACTOR AGREEMENT or OWNER – GENERAL CONTRACTOR AGREEMENT – The contract between the Owner and one or more General Contractors and/or goods or services providers for construction of a whole or part of the Project, including approved change orders.

OWNER-CM at RISK AGREEMENT – The contract between the Owner and the CM at Risk, including, but not limited to, the GMP Amendment, for the provision of Construction Management at Risk Services for the Project**.**

OWNER'S PROJECT MANAGER or OPM – The individual, corporation, partnership, sole proprietorship, joint stock company, joint venture or other entity with whom the Owner has contracted to perform the Project Management Services for this Project, and who meets the qualifications of M.G.L. c. 149, § 44A ½ and has been approved by the Authority.

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 owner(s) and/or officer(s) of the Designer or Subconsultant who are in responsible charge of the Project.

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

PROJECT ARCHITECT AND/OR PROJECT ENGINEER – The individual designated by the Designer as its Project Architect or Project Engineer. Such Project Architect or Project Engineer shall be a registered architect, engineer or landscape architect as required by the Request For Designer Services, shall be the person who shall oversee the performance of all services provided on the Project and shall be certified in the Massachusetts Certified Public Purchasing Official Program as administered by the Inspector General of the Commonwealth of Massachusetts.

PROJECT CONSTRUCTION BUDGET – That portion of the Total Project Budget that enumerates the cost of constructing the Project inclusive of all designed construction, demolition, and renovation work, all supportive and preparatory construction work required for the Project, the General Contractor or the CM at Risk and all subcontractors, suppliers, materials, equipment, general conditions, insurance, overhead and profit and all other expenditures that are ordinarily considered as construction cost allocations. The Project Construction Budget includes the design contingency, bidding contingency, and price escalation contingency, as appropriate to the phase of the Project.

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

PROJECT SCHEDULE – A complete list of all activities, time and sequence required to complete the Project, as defined in the 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.

RECORD DRAWINGS – The drawings prepared by the Designer and its Subconsultants pursuant to Article 7.10.5 of this Contract which incorporate the design changes made during the construction period and which incorporate information on the marked-up prints, as-built drawings and other data furnished by the General Contractor or CM at Risk and any subcontractors.

REIMBURSABLE EXPENSES – Costs and expenses incurred by the Designer that are reimbursable pursuant to the provisions of Article 9 of this Contract.

REQUEST FOR DESIGNER SERVICES or RFS – The written document appended hereto as Attachment B specifying various requirements including the project goals and general scope, project site, scope of services, submission requirements, schedule, and construction budget.

STANDARD OF CARE – The generally accepted professional standard of care ordinarily used by design professionals performing a similar scope of services in the same geographic area on projects of comparable size and complexity.

SUBCONSULTANT – The Subconsultants listed on page 1 of this Contract, together with any additional Subconsultants engaged by the Designer from time to time, which shall be an individual, company, firm, or business having a direct contractual relationship with the Designer, who provides services on the Project.

SUBCONTRACTOR – The person or entity having a direct contractual relationship with the Contractor, or CM at Risk who has the contract to perform the construction of the Project, except as otherwise specifically provided or required herein or by law. Subcontractor when used also means "Trade Contractor" except when otherwise specified.

SUBSTANTIAL COMPLETION – The Work, as evidenced by the Certificate of Substantial Completion, is fully complete or substantially complete so that the value of the Work remaining to be done is, in the estimate of the Owner, less than one percent of the original contract price, or (2) the Contractor substantially completes the work and the Owner takes possession for occupancy, whichever occurs first.

TOTAL PROJECT BUDGET – A complete and full enumeration of all costs of the Project, as defined in the Project Scope and Budget Agreement or Project Funding Agreement.

TRADE CONTRACTOR – a subcontractor having a direct contractual relationship with a Contractor or CM at Risk to perform one or more so-called sub-bid classes of work listed in M.G.L. c.149, §44F, and any other sub-bid classes of work selected by the Owner for the Project in accordance with the provisions of either M.G.L. 149, §44F(1)(a) or M.G.L. c. 149A, §8(a).

WORK – The entire construction required to be furnished under the Construction Contract Documents. Work includes performing and furnishing any and all services, obligations, duties, responsibilities, labor, materials, equipment, temporary facilities, and incidentals necessary to complete the construction assigned to, or undertaken by the Contractor or the CM at Risk pursuant to the Construction Contract Documents.

ARTICLE 2: RELATIONSHIP OF THE PARTIES

2.1 The Owner's Project Manager shall act as an independent contractor of the Owner in providing certain project management services required for the Project required for the project except where the OPM is an existing public employee of the Owner as described in M.G.L. c. 149, § 149A1/2.

2.2 The Designer is solely responsible for providing the design for the Project and for performing in accordance with this Contract.

2.3 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 or Owner - CM at Risk Agreement. The Designer shall be responsible for the Designer's negligent acts or omissions but shall not have control over or charge of acts or omissions of the Contractor or CM at Risk, Subcontractors, or the agents or employees of the Contractor or CM at Risk or Subcontractors, the Owner's Project Manager, the Authority or its Commissioning Consultant or other technical consultants.

2.4 Nothing in this Contract shall be construed as an assumption by the Designer of the responsibilities or duties of the Contractor or CM at Risk or the Owner's Project Manager. It is the intention of the parties that the Designer's services shall be rendered in a manner compatible with and in coordination with the services provided by the Owner's Project Manager and the Commissioning Consultant. It is not intended that the services of the Designer and the Owner's Project Manager or the Commissioning Consultant be competitive or duplicative, but rather complementary. The Designer shall be entitled to rely upon the Owner's Project Manager, Commissioning Consultant 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 have the right to approve the Designer's work.

3.2 The Owner shall designate an individual 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 Designer.

3.3 Upon satisfactory completion of services performed, the Owner shall make payments to the Designer as provided in Articles 6, 7, 8 and 9, 10 and 11.

3.4 To the extent such data is available, the Owner shall furnish to the Designer existing surveys of the site, building plans, borings, test pits, structural, mechanical, chemical or other test data, tests for air and water pollution and for hazardous materials, photographs, reports and utility information. The Designer shall be entitled to reasonably rely upon the sufficiency

and accuracy of the information furnished to the Designer under this Article 3.4 and under Article 4.11, provided that the Designer shall coordinate its services with the services of the Owner's consultants and shall notify the Owner in writing of any deficiencies in such data of which the Designer becomes aware.

3.5 Except as otherwise provided in this Contract, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor or CM at Risk and the Designer's consultants through the Designer about matters arising out of or relating to the Construction Contract Documents. The Owner shall promptly notify the Designer of any direct communications that may affect the Designer's services.

3.6 The Owner shall provide the Designer access to the Project site prior to commencement of the Work and shall obligate the Contractor or CM at Risk to provide the Designer access to the Work wherever it is in preparation or progress.

3.7 If the Owner requests the Designer to execute any certificates that are not readily available as of the effective date of this Contract, the proposed language of such certificates shall be submitted to the Designer for review at least 14 days prior to the requested dates of execution. The Designer shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Contract.

3.8 The Owner shall deliver to the Designer in a timely manner written copies of all Approvals required by this Contract. If Approval is withheld, the Owner shall notify the Designer in a timely manner in writing why such Approval is being withheld.

3.9 The Owner shall not unreasonably withhold, delay, condition, or deny any approval, acceptance, or consent required under this Contract, including any Approval.

ARTICLE 4: RESPONSIBILITIES OF THE DESIGNER

4.1 The Designer shall perform the Designer Services in accordance with the requirements of this Contract, and in accordance with the Standard of Care. The Designer shall exercise due care and diligence in the rendition of all services under this Contract in accordance with such professional standards and shall exercise the Standard of Care to provide the services required under this Contract in conformity with all Applicable Laws.

4.2 The Designer shall be responsible for the Designer Services including any changes to such Services that may be required in accordance with this Contract. The Designer shall furnish appropriate competent professional services for each of the Phases in accordance with the Standard of Care. Any changes, corrections, additions or deletions requested by the Owner and the Authority shall be incorporated into the design of the Project unless detailed objections thereto are issued in writing by the Designer, subject to Article 8.2.2. Nothing herein shall be construed as an assumption by the Owner or the Authority of the responsibilities or duties of the Designer.

4.3 The Designer Services shall be performed as expeditiously as is consistent with orderly progress of the work, consistent with the agreed upon project design schedule as established under Article 7.4.2 and as it may thereafter be amended by the parties from

time to time. In the event of delays due to causes outside of the Designer's control, the project design schedule may be extended as necessary, and Designer's compensation may be equitably adjusted pursuant to Article 6.6 to the extent that Designer incurs additional direct costs caused by the delay. Time is of the essence for the duration of this Contract.

4.4 The Designer shall provide the scope of services required by this Contract, as described in more detail in the RFS and Attachment A.

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

4.6 The Designer acknowledges the importance that the Owner attributes to the abilities and qualifications of the key members of the Designer'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 in reliance on the Designer's representation 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 on pages 1-2 of this Contract, shall take place without the prior written approval of the Owner and the Authority, except when necessitated by causes beyond the Designer's control (such causes shall include if an individual leaves or is no longer associated with the Designer's firm). If the Designer proposes to replace one of the members of the Designer's team, the Designer shall propose a person or consultant with qualifications at least equal to the person or firm the Designer 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 on page 1-2 of this Contract and such approval shall not be unreasonably withheld. At the request of the Owner, the Designer shall consult with the Owner to resolve any situation in which the Owner determines that a member of the Designer'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. The Owner shall work in good faith with the Designer to resolve any material problems identified by the Owner in writing regarding performance of the Designer's obligations under this Contract. No act or omission of the Owner or the Authority made or permitted under this Article shall relieve the Designer of its responsibility for the performance of the services specified in this Contract.

4.7 The Designer shall compile and distribute a job directory which includes all names, addresses, phone and fax numbers, and e-mail addresses of the representatives of the Designer and their Subconsultants. This shall be distributed upon commencement of the services, and shall be updated and redistributed as project participants and/or contact information change.

4.8 The Designer shall employ at all times adequate professional and support personnel with requisite expertise and adequate numbers to assure the complete, timely performance of the obligations of the Designer. The Designer shall acquaint its employees and Subconsultants with all provisions of the General Laws governing public construction projects, including but not limited to M.G.L. c. 149, M.G.L. 149A, and M.G.L. c. 30, that are relevant to the performance of Designer's obligations under this Contract. When directed by the Owner, the Designer shall fully cooperate with the Owner in obtaining the Criminal Offender Record Information (CORI) of the Designer and its employees and of any Subconsultants and their employees in accordance with the provisions of M.G.L. c. 71, § 38R, M.G.L. c. 6, §§ 167-178B (the so-called CORI Law), any other applicable law, and District policy. All contracts between the Designer and each Subconsultant shall include appropriate provisions requiring the Subconsultant to fully cooperate with the Owner in obtaining the Criminal Offender Record Information (CORI) of the Subconsultant and its employees as aforesaid.

4.9 The Designer shall be and shall remain liable to the Owner for all damages incurred by the Owner as a result of the failure of the Designer or its Subconsultants to perform in conformance with the terms and conditions of this Contract.

4.10 Design Within the Project Construction Budget

4.10.1 The Designer shall prepare cost estimates for the Project as described in Article 7 of this Contract or at more frequent intervals as required in the RFS. Unless otherwise specified in the RFS, the cost estimates shall be considered Basic Services and the Designer is not eligible for any additional compensation for preparing the same. The format for cost estimates shall be in accordance with the requirements of the Authority.

4.10.2 The Designer shall produce a design for the Project meeting the requirements of the scope of work described in the RFS to be constructed within the Project Construction Budget, provided that the Designer shall be permitted to recommend to the Owner such adjustments to the Project's design, consistent with the Project Funding Agreement, as the Designer reasonably believes may be required to adhere to the Project Construction Budget. In the event the Designer's cost estimate for the Project (as reconciled in accordance with the provisions of this Contract) exceeds the Project Construction Budget, the Owner may require the Designer to revise the design, drawings and specifications to keep the cost estimate for the Project within the Project Construction Budget. The Designer shall not be entitled to extra compensation for making such revisions to contain costs within the Project Construction Budget.

4.10.3 In a Project constructed pursuant to M.G.L. c. 149, §§ 44A-M, if the Project Construction Budget is exceeded by the lowest bona fide, responsible bid by any amount, the Owner shall direct the Designer to review and compare the Project Construction Budget with the bids received to identify the variances. Upon completion of this review and submission of the Designer's report to the Owner and Authority, the Owner shall, with the approval of the Authority:

(a) direct the Designer to revise the Final Design Program, Project scope and quality as required to reduce the estimated construction costs to be within the Project Construction Budget, in accordance with Article 4.10.5 of this Contract; or

(b) give written approval to the Designer of an increase in the Project Construction Budget; or

(c) authorize rebidding of the Project within a reasonable time; or

(d) terminate this Contract in accordance with Article 12.3; or

(e) implement any other mutually accepted alternative that the Owner and the Designer may agree on.

4.10.4 In a Project constructed pursuant to M.G.L. c. 149A, the Designer shall be responsible for managing the design of the Project to stay within the Project Construction Budget. If the GMP proposal submitted by the CM at Risk exceeds the Project Construction Budget, the Designer shall review and compare the Project Construction Budget with the GMP proposal submitted by the CM at Risk to identify the variances. Upon completion of this review, if directed by the Owner, the Designer shall assist the Owner in negotiating a GMP within the Project Construction Budget in accordance with Article 7.7.9. If a GMP cannot be successfully negotiated between the Owner and the CM at Risk within the Project Construction Budget, the Owner shall, with the approval of the Authority:

(a) direct the Designer to participate with the Owner, OPM, and CM at Risk in design reviews and revise the design, including appropriate revisions to drawings and specifications, as necessary in order to reach an agreement on a GMP within the Project Construction Budget; in accordance with Article 4.10.5; or

(b) give written approval to the Designer of an increase in the Project Construction Budget and resume negotiating a GMP with the CM at Risk; or

(c) terminate this Contract in accordance with Article 12.3; or

(d) implement any other mutually accepted alternative that the Owner and the Designer may agree on.

4.10.5 (a) If the Owner chooses to proceed under Article 4.10.3(a) or 4.10.4(a), the Designer and its Subconsultants, without receiving additional compensation, except if fewer than three bona fide, responsible bids were received (in the case of a Project constructed pursuant to M.G.L. c. 149, §§ 44A-44M) or (in the case of a Project constructed pursuant to G.L. c. 149A) if fewer than three bona fide responsible Trade Contractor or so-called non-trade contractor bids for each category of work were received, or if 4.10.5(b) and/or (c) applies, shall cooperate in revising the designs, drawings and specifications as may be required to reduce or modify the quality or scope or both, of the Project so that they will comply with the Project Construction

Budget as approved at the conclusion of the Construction Documents Phase or as amended. Any changes to the educational program or the approved space summary shall be subject to the written approval of the Authority. Upon completion of these revisions, the Designer shall also be required to produce a revised cost estimate demonstrating that the estimated cost of the Project does not exceed the Project Construction Budget. Revising the designs, drawings, and specifications and updating the cost estimate shall be the sole obligation on the part of the Designer with respect to 4.10.3(a) or 4.10.4(a); (b) If the Owner elects to proceed with revisions that significantly increase the complexity either of the Construction Contract Documents themselves or the Construction Administration Phase services that the Designer will have to provide, then the Designer shall be entitled to an equitable adjustment in its Fee to reflect the impact on its services; (c) If the bid or proposal referenced in 4.10.3 or 4.10.4 above was submitted on a date that is more than three (3) months after approval of the Construction Contract Documents then such revisions shall be Extra Services.

4.10.6 The Designer must receive written approval of the Owner and the Authority before the Project Construction Budget shall be considered amended.

4.11 Additional Tests and Surveys: The Designer shall be responsible for reviewing the surveys, investigations, testing and reports completed by the Owner and as provided under Article 3.4, and determining the types of additional or expanded surveys, investigations, or testing required for the Project. Such services shall be provided by qualified specialty Subconsultants as necessary. Both the types of services and the Subconsultants shall be approved by the Owner. In the event that the Designer employs the services of a Subconsultant to provide such services, the Designer shall employ such Subconsultants who have the professional liability insurance coverage described in paragraph 15.8.1 covering such services, to the extent that such insurance coverage is generally available to Subconsultants. The Designer shall, upon the Owner's written request, assign to the Owner the Designer's contractual right to pursue a claim against such Subconsultants. Such services shall be paid for as provided in Article 8 – Extra Services unless such services are specifically included as Basic Services in the RFS. Such services may include but need not be limited to:

4.11.1 Site surveys;

4.11.2 Structural tests and materials tests;

4.11.3 Geotechnical and geoenvironmental investigations and reports, including existing buildings hazardous material reports, boring tests, test pits, observation wells, testing and chemical analysis of site substrate conditions;

4.11.4 Traffic studies.

ARTICLE 5: SUBCONSULTANTS

5.1 The Designer may engage Subconsultants, subject to the prior written approval of the Owner and subject to Article 9.3, in order to perform services under this Contract. If Subconsultants are engaged, the person responsible for, and in control of, the Subconsultant

services to be provided must be professionally registered or licensed in Massachusetts in the necessary disciplines for the services if such registration or licensing is required under the applicable General Laws. The engagement of Subconsultants shall not in any way relieve the Designer from its duties and responsibilities for its work, including, without limitation, coordinating all Designer Services furnished under this Contract by the Subconsultants.

5.2 Upon request, the Designer shall provide the Owner with copies of its agreements with Subconsultants, including any amendments thereto and copies of the Subconsultant's applicable certificates of insurance.

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

ARTICLE 6: COMPENSATION

6.1 For the satisfactory performance of all services required pursuant to this Contract, excluding those services specified under Articles 8 and 9, the Designer shall be compensated by the Owner in the amounts specified in Attachment A as that Fee may be amended by written amendment to this Contract.

6.2 When the Designer receives payment from the Owner, the Designer shall promptly make payment to each Subconsultant whose work was included in the work for which such payment was received unless payment has been theretofore made. 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 Designer and its Subconsultants shall include a provision in which the Owner's rights to initiate corrective action shall be stipulated.

6.3 Payment Schedule

6.3.1 Payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each Phase. The amount of fees attributable to each Phase shall be as set out in the schedule in Attachment A. Payment for approved Reimbursable Expenses and/or Extra Services shall be made monthly upon receipt of an approved invoice from the Designer.

6.3.2 The Owner shall make payments to the Designer within 30 days of the Owner's approval of an invoice from the Designer. The Owner's payment for any services provided under this Contract shall not be construed to operate as a waiver of any rights under the Contract or any cause of action arising out of performance of the Contract. The Owner shall not withhold payments to offset costs alleged to have been incurred by the Owner on account of allegedly negligent acts, errors or omissions unless the Designer agrees or has been found liable for specific amounts in a binding agreement or court judgment, or unless the Designer fails to maintain the professional liability insurance required under paragraphs 15.7.1 and 15.7.2. The Owner may withhold approval of invoice items the Owner reasonably believes have not been performed in accordance with this Contract, including adjustments to payment amounts in instances where required submittals to the Authority may be found to be

missing or incomplete. If Owner and Designer continue to disagree, the disagreement shall be immediately submitted to mediation in accordance with paragraph 18.5(b).

6.4 Installment Payments During Construction

6.4.1 During the construction Phase, the Designer shall be paid the Fee for Basic Services stipulated in Attachment A.

6.4.2 Payments to the Designer during the construction Phase shall be made in equal monthly installments for the duration of the construction Phase. The amount of each payment shall be determined by dividing 95% of the fee for Construction Phase/Final Completion as stipulated in Attachment A by the number of months between the Notice to Proceed and the scheduled issuance of the Certificate of Substantial Completion as indicated in the Project Schedule as approved by the Owner. The Designer shall be entitled to Extra Services in accordance with Article 8.3 should the Project be delayed beyond the 60-day period described in Article 8.3 for reasons beyond the control of the Designer.

6.5 Final Installment: The Designer shall be paid the unpaid balance of the fee for Construction Phase/Final Completion as stipulated in Attachment A (as that fee may be amended), upon compliance with the following requirements:

6.5.1 Approval of the Certificate of Final Completion of construction (such Certificate to be in the form developed by the Authority). In cases where a Certificate of Partial Release of Retainage is approved, the Designer shall be paid up to an amount commensurate with the percent of retainage released until a Certificate of Final Completion is approved; and

6.5.2 Delivery by the Designer to the Owner of the Record Drawings required by this Contract; and

6.5.3 Verification of payment to MBE/WBE Subconsultants or Subconsultants identified on Attachment C and as required by Article 17.4; and

6.5.4 A written evaluation of the General Contractor or CM at Risk by the Designer from which the Owner shall be able to complete its submission of the Contractor Evaluations as required by M.G.L. c.149 § 44D(7).

6.5.5 In the event that the Designer is unable to comply with items 6.5.1 and 6.5.2 above due to reasons beyond the Designer's control, as determined by the Owner, Final Installment shall not be unreasonably withheld or delayed beyond 60 days after the date of Substantial Completion, provided that the Designer has complied with all other requirements.

6.6 Substantial Change

6.6.1 If there is a substantial change in the services described in the RFS to be provided by the Designer under this Contract, the Designer and the Owner will mutually agree to a

written amendment describing the services and an amended Fee for Basic Services to reflect the change and reasonable cost of such change. Such changes shall be designated on Attachment F and shall be executed by the Designer and the Owner.

6.6.2 Should the Designer and the Owner be unable to negotiate a mutually acceptable amendment to the Fee for Basic Services when there has been a substantial change in the specified services, the Owner shall unilaterally and promptly determine, in good faith and supported by a written explanation in sufficient detail, a reasonable maximum dollar amount for the services as amended and process payments to the Designer subject to said maximum amount, until an amendment to the Fee for Basic Services for such change is set by later agreement between the parties, provided, that the Designer's acceptance of such payments shall not be considered a waiver by the Designer of its right to pursue a claim for additional compensation related to the change in services, and provided that such disagreement shall be immediately submitted to mediation in accordance with paragraph 18.5(b). In no event shall the Designer stop work under this Contract due to a disagreement with the Owner regarding an amendment in the Designer's Fee for Basic Services, provided that the Owner complies with its payment obligations under this Article 6.6.

6.6.3 Notwithstanding the foregoing, the amendment to this Agreement described in paragraph 7.4.8 shall be negotiated and executed by both parties prior to the start of the subsequent Phase.

ARTICLE 7: BASIC SERVICES

7.1 The Designer shall discuss with the Owner and the Authority the requirements for each Phase before beginning work on that Phase.

7.2 The Owner and the Authority will promptly review and approve the Designer's submittals. Upon completion of its review, the Owner shall promptly and in writing:

(a) approve the submittal as made; or

(b) approve that part of the submittal that is acceptable and reject the remainder; or

(c) reject the submittal; or

(d) require the Designer to submit additional information or details in support of its submittal.

7.2.1 The description of Designer Services required during the various Phases as described in the RFS and hereinafter may include specification of the number of submittals the Designer will be required to make and estimates of the approximate number of meetings that the Designer will be required to prepare for and attend during each Phase.

7.2.2 As a part of Basic Services, the Designer shall provide six copies of each submittal to the Owner; two copies of each submittal to the Authority, and, if the Owner elects to proceed with the CM at Risk construction delivery method, one copy of each

submittal to the CM at Risk. Drawings submitted to the Authority shall be reproduced at half full size. A graphic scale shall be placed upon all such drawings prior to construction documents phase submittals. If the Designer is required to make submittals in excess of the number specified or if the Designer is required to prepare for and attend meetings in excess of the number specified for a Phase, the Designer shall be entitled to compensation for Extra Services, provided, however, that the Designer shall not be entitled to such compensation if and to the extent the Owner or the Authority shall have reasonably determined that the additional submittals or the additional meetings were required due to either the Designer's lack of preparation, or other fault due to deficiencies or omissions in documents prepared by the Designer.

7.2.3 All document submittals shall be in the form of neatly bound printed material, and delivered to the location or locations as indicated by the Owner and Authority. One or more document submittal components may be submitted in an approved electronic format, subject to specific authorization by the Owner and/or Authority.

7.2.4 Electronic Submittals: In addition to all other submittals called for by this Article 7 and elsewhere in the Contract, including but not limited to hard copies and reproducibles of all submittals, the Designer shall submit two (2) electronic copies on compact disks for all required submissions of Deliverables called for by this Contract ("Electronic Submittals"). All Electronic Submittals shall be deemed to be Materials that are subject to all provisions of Article 16. The Electronic Submittals shall be provided on CD electronic format as approved by the Owner and Authority and as follows:

(a) All drawings shall be provided in standard AutoCAD software (release number and version to be established at time of contract execution) or in a compatible electronic CADD (.dxf) format or other industry-standard format as approved by the Owner and acceptable to the Authority. Electronic file naming convention shall be acceptable to the Owner and the Authority.

(b) All other documents shall be provided in pdf format, Microsoft Word, Excel, Project, or PowerPoint, as applicable to the particular submittal.

(c) All submittals shall be labeled identifying project name and number, file name, drawing title, software and release, and layering system.

(d) The Owner reserves the right to require the Designer to provide all electronic media as may be required at any time during the duration of this Contract due to technology upgrades and/or changes to the electronic systems used by the Owner or Authority, provided that if such requirement demands that the Designer purchase new software or train existing employees for the application of media or software such costs shall be a Reimbursable Expense but only to the extent that such purchase of

new software or training of existing employees is unique or exclusive to the particular requirements of the Owner or the Authority for this particular Project.

(e) The Designer's compliance with the terms of this Article shall be performed as part of the Basic Services under the Contract, and the Designer shall not receive any additional compensation for providing the Electronic Submittals, (including but not limited to conversions or copies of software), except as specified herein. The Designer shall not be responsible for any use of Electronic Submittals on hardware or software for which it was not intended. Creation of a Building Information Model is excluded from the definition of Electronic Submittals; if the Owner requests the Designer to create such a Model, the parties shall execute a separate agreement and Designer shall receive Extra Services for its creation.

7.2.5 In reviewing and preparing all documents for evaluation as part of the Feasibility Study and/or any other design phase for which the Designer may be authorized, the Designer shall determine gross area and net areas in the following manner in order to maintain uniformity in computation and consistency of both gross and net square foot areas of buildings:

Gross Area: The area included within the outside faces of the exterior walls for all stories. Custodial areas such as janitor closets, building maintenance and building employees' locker rooms, circulation areas such as corridors, lobbies, stairs, and elevators, and mechanical areas such as those designated to house mechanical and electrical equipment, utility services, and non-private toilets shall be considered as part of the gross area, but not part of the net area.

Net Areas: In general, those areas which have a specific assignment and functional program use as determined by the facility, including, but not limited to, areas such as cafeterias, auditoriums, libraries, administrative and classrooms. These shall be measured from the inside finish of permanent outside walls to the inside finish of corridor walls, and to the inside finish of intermediate partitions.

7.3 Feasibility Study Phase:

7.3.1 The Designer shall familiarize itself with the Authority's Guidelines and Standards for feasibility studies that further specify the work to be performed by the Designer during this Phase and shall perform its Feasibility Study Phase services in accordance with such Guidelines and Standards and the provisions of this Contract. The Designer shall meet with the Owner to arrive at a mutual understanding of the requirements of the Feasibility Study. The Designer shall submit a proposed work plan including anticipated tasks and submittals.

7.3.2 The Owner is required to ascertain the Authority's input and approval throughout the study process; therefore, the Designer shall develop and prepare the documentation required by the Feasibility Study to assist the Owner in securing the Authority's concurrence and/or approval at the following milestones before proceeding to the next milestone (Note that some of the approvals to move to the next milestone require a vote of the Authority's Board of Directors):

(a) Preliminary design program;

(b) Budget Statement for Educational Objectives, as defined by 963 CMR 2.02;

(c) Development of alternatives to be studied;

(d) Preliminary evaluation of alternatives;

(e) Final Evaluation of Alternatives;

(f) Recommendation to the Authority's Board of Directors of the preferred alternative that will be advanced to schematic design.

7.3.3 The Designer shall cooperate with the Owner and the Authority to define and develop a few reasonable, educationally sound, cost effective, and practical solutions for the Owner and Authority's evaluation that satisfy the Owner's educational program requirements that were provided by the Owner to the Designer. The alternatives considered shall address the following as a minimum:

(a) Analysis of school district student school assignment practices and available space in other schools in the district; and

(b) Tuition agreements with adjacent school districts (per M.G.L. c.70B §8); and

(c) Rental or acquisition of existing buildings that could be made available for school use. (per M.G.L. c.70B §8); and

(d) Renovation and/or addition to existing building(s) and related facilities or fields, if appropriate to the Project; and

(e) No-build or status quo option, to be used as a benchmark for comparative analysis of all other alternatives; and

(f) In some cases, it may also be appropriate to consider construction of new building and the evaluation of potential locations.

7.3.4 Feasibility Study submittals shall be provided pursuant to Article 7.2.2 and shall be subject to the written Approval of the Owner.

7.3.5 The Designer shall present and explain the Feasibility Study to the Owner and the Authority and at a local public meeting, if any such meeting is scheduled, or in conference.

7.3.6 The Designer shall meet with the Owner every other week during this Phase.

7.4 Schematic Design Phase

7.4.1 Upon receipt of an Approval to proceed to Schematic Design Phase, the Designer shall meet with the Owner to arrive at a mutual understanding of the requirements of the Final Design Program approved in writing by the Owner and the Authority.

7.4.2 The Designer shall submit a proposed design work plan pursuant to this Contract including anticipated tasks and submittals. The Designer shall also submit to the Owner a proposed schedule consistent with any Project Schedule included in the RFS (Attachment B) modified as required by any subsequent schedule changes or delays outside of Designer's control. The schedule shall contain dates for submittals, deliverables, actions, milestones, design workshops, meetings and the critical path through all design service activities. It shall include time for the Owner's and the Authority's review and approval of submittals and for necessary submissions for permits in connection with the Project. The work plan shall also include a work plan schedule of values consistent with Attachment A, which shall be the basis for which payments of the Fee for Basic Services within each Phase shall be made. The work plan schedule of values shall identify deliverables within each Phase and percentages of the phase fee payable upon completion of such deliverable. When approved by the Owner as provided in Article 7.4.8, the work plan schedule of values shall govern the timing of payments of the Fee for Basic Services upon completion of deliverables within each Phase and as each Phase progresses.

7.4.3 The Designer shall: Prepare a preliminary evaluation of the Recommended Preferred Solution from the Feasibility Study, the Final Design Program, and Proposed Total Project Budget; collect and study all available drawings, reports, maintenance reports, and other existing data pertaining to the Project; conduct a thorough on-site review of conditions relating to the Project; assure that the "Recommended Preferred Solution" complies with all applicable codes and regulations, including any special design standards supplied by the Authority and its Commissioning Consultant; and meet with local building officials to identify and confirm applicable standards, codes and any project specific criteria.

7.4.4 The Designer shall develop the Recommended Preferred Solution to a full schematic design level. Schematic design level documentation shall be based on the Final Design Program, shall incorporate Owner and Authority comments and shall include each of the following, to the extent applicable to the Recommended Preferred Solution:

(a) Traffic Analysis - analyze the impact of anticipated vehicular and pedestrian traffic, including impacts to existing infrastructure, to determine efficient and safe site access.

(b) Environmental and Existing Building Assessment – Provide additional site and building assessments as may be required to quantify presence of unsuitable materials and scope of possible remediation efforts.

(c) Geotechnical and Geoenvironmental Analysis – Provide additional geotechnical analysis as may be required to describe soil conditions, remediation requirements and appropriate foundation.

(d) Program Analysis - a space measurement analysis for the design which shall verify that the sum of all program floor areas plus all other floor areas equal the gross floor area of the Final Design Program.

(e) Code Analysis – Determine the impact of all applicable federal, state, regional and local codes, regulations and ordinances, including a listing of permitting and other regulatory filing requirements.

(f) Utility Analysis – Determine the availability and capacity of all required building utilities. Provide soils analysis and preliminary design for on-site septic/sewage treatment facilities, if required.

(g) Massing Study – an analysis of the building's integration into its surroundings and neighborhood with drawings, models, or photographs.

(h) MA-CHPS or LEED-S Scorecard – Pursuant to the Authority's Sustainable Building Design Guidelines complete a MA-CHPS or LEED-S for Schools Scorecard and describe sustainable design features and each high performance green school prerequisite and credit included in the proposed design and a plan for implementation or inclusion of any appropriate public utility energy conservation design programs.

(i) Accessibility - an analysis of the design's compliance with the Americans with Disabilities Act (ADA) and the Massachusetts Architectural Access Board requirements (MAAB).

(j) Building Systems Descriptions – Describe in narrative and on schematic plans basic information relative to:

1. Building Structure - a written narrative of the design approach to the structural systems including discussion of the feasible options for foundations and superstructure as well as treatment of special situations such as unusual soils conditions or long spans.

2. Plumbing and HVAC - written narratives of the basic systems and proposed fuel source(s) and a preliminary life cycle cost analysis pursuant to the criteria of M.G.L. c. 149 § 44(m). Provide schematic plans indicating basic distribution concepts and the location of major equipment items such as boilers, water heaters, cooling towers, chillers, air handling units, heat recovery units, exhaust stacks, and special systems (e.g. fume exhausts).

3. Fire Protection - written narratives of the basic systems and design criteria. Provide schematic plans indicating basic distribution concepts and the

location of major equipment items such as fire pumps, standpipes, and fire department connections.

4. Electrical (including power, lighting, communications, fire alarm, video/CATV, security/surveillance) - written narratives of the proposed electrical and communications systems resources, needs, and proposed scope. Provide schematic plans indicating basic distribution concepts and the location of major equipment items such as switchgear, standby generator, and control centers/panels.

5. Information Technology - written narratives of the proposed information technology system resources, needs, and proposed scope. Provide schematic plans indicating basic distribution concepts, and location of major equipment items such as switches and hubs.

(k) Outline specifications in accordance with applicable CSI Divisions that clearly define the scope of construction, identify the sub-trades pursuant to M.G.L. c. 149 § 44F, establish the quality of materials, finishes, products, equipment and workmanship, and the special or unique conditions of construction.

(l) Project Schedule - Provide a reasonable level of design-related input to the OPM such that the OPM can prepare a draft schedule for the proposed project for the Owner in the form of a graphic representation (Gantt Chart) of the duration of all tasks, activities and phases of the design and construction processes against the progression of time up to a proposed occupancy date. Dependencies between activities and tasks will be delineated. Individual tasks and activities will be rolled up to the major project milestones. Provide input to the OPM regarding priority actions and activities that may have a major impact on the schedule. The OPM, not the Designer, is responsible for preparing and maintaining the draft and updated project schedule document, except as it pertains to the project design schedule developed under Article 7.4.2.

(m) Construction cost estimate - in Uniformat II Level 3 format with aggregated unit rates and quantities supporting each item. If independent cost estimates are prepared for the Owner by the OPM in this or subsequent phases, then the Designer shall work with the OPM to resolve such any differences in a cost reconciliation process and shall involve any relevant parties in such process.

(n) Siting analysis, including content, traffic and access, topographic and utilities recognition.

(o) Site Development Plan – Site plan shall be at a minimum scale of 1 inch equals 40 feet and include property lines with bearings and distances, building setbacks, site acreage, wetlands information, proposed and existing topography, proposed and existing buildings and site features, floor and roof

elevations for all buildings, proposed and existing utilities and utility connections, and emergency equipment access.

(p) Schematic Building Floor Plans of all floors and roof at a minimum scale of 1/16" =1'-0" showing all elements of the building including overall dimensions, gross square footage of each floor and net square footage of each space, response to functional requirements of program, major and minor access, circulation, and room data sheets.

(q) Schematic Exterior Building Elevations for all sides and orientations indicating all exterior finishes and fenestration.

7.4.5 Schematic design phase drawings, specifications, construction cost estimates and other submittals shall be subject to the written Approval of the Owner, which Approval shall not be unreasonably delayed, withheld, conditioned, or denied. Unless a lesser number is requested by the Owner, the Designer shall submit to the Owner for approval six (6) copies of schematic design drawings, specifications, cost estimates, and other submittals. Two (2) additional copies shall be submitted to the Authority by the Designer.

7.4.6 The Designer shall present and explain the Schematic Design to the Owner, the OPM and the Authority and at a local public meeting, if any such meeting is scheduled, or in conference.

7.4.7 The Designer shall meet with the Owner every other week during the Schematic Design Phase.

7.4.8 Prior to the issuance of an Approval to proceed to the Design Development Phase, the Designer and the Owner shall meet to finalize the design work plan, project schedule, and schedule of values described in Article 7.4.2, and they shall if necessary execute an amendment to the Contract to include all required modifications to govern the subsequent phases of the Designer's services.

7.4.9 <u>Construction Delivery Method Evaluation and Selection</u>

(a) The Designer shall assist the Owner in determining the appropriate construction delivery methodology for the Proposed Project. In providing such assistance, the Designer, in conjunction with the Owner's Project Manager, 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 decision to pursue a particular construction delivery method shall be within the sole discretion of the Owner, subject to the approval of the Inspector General as provided in M.G.L. c. 149A, §4. The services provided by the Designer in assisting and advising the Owner in its determination of the appropriate construction delivery methodology shall be included in Basic Services.

(b) If the Owner elects to construct the Project using the CM at Risk construction delivery method pursuant to M.G.L. c. 149A, and has obtained the approval of the Office of the Inspector General to do so, with the Approval of the Owner, this Contract shall be amended using the Authority's Standard Amendment for CM-R which includes Articles 7.5 through 7.10. If the Owner elects to construct the Project using the Design-Bid-Build ("DBB") construction delivery method pursuant to M.G.L. c. 149, with the Approval of the Owner, this Contract shall be amended using the Authority's Standard Amendment for DBB, which includes Articles 7.5 through 7.9.

7.5 INTENTIONALLY OMITTED

7.6 INTENTIONALLY OMITTED

7.7 INTENTIONALLY OMITTED

7.8 INTENTIONALLY OMITTED

7.9 INTENTIONALLY OMITTED

7.10 INTENTIONALLY OMITTED

ARTICLE 8: EXTRA SERVICES

8.1 General

8.1.1 Extra Services are those services requested by the Owner to be performed by the Designer 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, which Approvals shall not be unreasonably delayed, withheld, denied, or conditioned.

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

8.1.3 Cost proposals for Extra Services shall be computed in accordance with Attachment A.

8.2 Unless specifically stated elsewhere and only with the prior written Approval of the Owner, the Designer shall perform any of the following services as Extra Services:

8.2.1 preparing measured drawings and detailed construction investigations documentation for existing buildings when such documentation does not exist;

8.2.2 substantially revising previously approved reports, drawings, specifications or other documents to address changes authorized or requested by the Owner, including substantial changes in its size, quality, complexity, design, Budget, and/or bidding method or bid packages, and changes in Applicable Laws;

(a) Notwithstanding the provisions of 8.2.2, revisions prepared by the Designer to keep construction costs within the Project Budget that are required pursuant to

Article 4.10 of this Contract to be without additional compensation, or to correct incorrect items for which the Designer has responsibility, shall not be Extra Services;

8.2.3 preparing documents for bidding alternates requested by the Owner, except for a reasonable number and extent of alternates to keep construction costs within the Project Budget which shall be Basic Services;

8.2.4 revising Construction Contract Documents which have been initially submitted and approved in their final and complete form, if general bids (Chapter 149) or subcontractor bids (Chapter 149 or 149A) for work required thereunder are not advertised based on such Construction Contract Documents within four months after initial submission;

8.2.5 services in connection with rebidding if the need to rebid is not attributable to the Designer;

8.2.6 attending meetings with the Owner, Owner's Project Manager, the Authority, Department of Labor and Workforce Development, the Office of Attorney General, the Office of the Inspector General, or the CM at Risk (if the project is constructed pursuant to M.G.L. c. 149A) in matters of dispute if attendance is required by the Owner, provided such dispute did not arise due to the fault of the Designer;

8.2.7 furnishing other services in excess of Basic Services made necessary by the default or failure of performance of the General Contractor or CM at Risk or Subcontractors;

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

8.2.9 preparing change orders and supporting data in accordance with Article 10, or modifying the Construction Documents in response to an unreasonable amount of substitutions proposed by the Contractor or CM at Risk, or responding to unreasonable and excessive requests for information (RFIs) by the Contractor or CM at Risk, where such information is available from a careful study and review of the Construction Documents;

8.2.10 assisting the Owner in litigation or claims arising out of the Owner-Contractor Agreement or Owner-CM at Risk Agreement, provided such litigation or claims did not arise due to the fault of the Designer;

8.2.11 performing services during a construction period extended beyond the additional 60 calendar day period, specified in Article 8.3;

8.2.12 performing professional services which are not otherwise required under this Contract as Basic Services;

8.2.13 providing services in connection with partial completion or partial systems completion inspections at the time of Substantial Completion of the Work or of a

project construction phase and/or separate bidding package due to delay by the Contractor or CM at Risk in completing the Work on schedule;

8.2.14 providing services in connection with Contractor, CM at Risk or Bidder disputes or questions arising out of the bidding process, unless such protest is a result of an act or omission of the Designer. Such services include research and preparation for and appearance at bid protest hearing and similar proceedings.

8.3 Construction Phase Services Provided after the Original Construction Completion Date

8.3.1 If construction of the Work, or of a project construction phase and/or separate bidding package has not reached substantial completion within the original construction period (as set forth in the Owner-Contractor or Owner-CM at Risk Agreement and as agreed to by the Designer), there shall be added to said construction period a period of sixty (60) calendar days, during which period the Designer shall continue to provide construction phase services for which no extra compensation shall be paid for the services described in Article 7.9 and 7.10.1 through 7.10.4 in a CM at Risk Project or for the services described in Articles 7.8 and 7.9.1 through 7.9.4 in a DBB Project.

8.3.2 If construction has not reached Substantial Completion after the 60 additional calendar days, the Designer shall thereafter be entitled to Extra Services compensation for providing the services described in Articles 7.10.3 (which are fully defined under Article 7.9.2) and 7.10.4 in a CM at Risk Project or for the services described in Articles 7.9.3 (which are fully defined under Article 7.8.2) and 7.9.4 in a DBB Project. The Designer may also be entitled to Extra Services compensation for tasks performed beyond the added sixty (60) calendar days period for tasks related to Article 7.9.1 (d) through (i) in a CM at Risk Project or 7.8.1(d) through (i) in a DBB Project. In any event, the Designer is required to identify and present the anticipated Extra Services contemplated under Article 8.3.2 in accordance with Article 8.1. In no event shall the Designer be entitled to any additional compensation on account of an extended construction period if and to the extent that a binding agreement or decision that results from a dispute resolution proceeding determines that the Designer's acts or inactions caused the construction period to be extended.

8.4 In the event of an emergency the Designer may proceed to perform Extra Services as required to meet the emergency after obtaining the verbal approval of the Owner. The Designer shall provide a written report to the Owner, as soon after the emergency arises as possible, and such report shall describe the emergency and the Extra Services that were performed.

8.5 Invoices for Extra Services shall be accompanied by a 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 9: REIMBURSABLE EXPENSES

9.1 For coordination and responsibility for the services, materials and costs described in 9.1.1 through 9.1.6, the Designer shall be reimbursed its actual costs and those of its Subconsultants, supported by invoices or receipts, plus 10%. The following are reimbursable expenses, when authorized by the Owner:

9.1.1 The actual cost to the Designer for Subconsultants and for additional tests under 4.11 provided, however, that reimbursement for such costs shall not be made unless the rates of compensation, the total estimated cost of the services and the scope of work for said services shall have been previously approved in writing by the Owner.

9.1.2 The cost of printing more than nine (9) sets of design submittals for a CM at Risk project, or more than eight (8) sets of design submittals for a project pursuant to G.L.c. 149, or more than two electronic versions thereof per design submission deliverable phase or sub-phase.

9.1.3 The cost of printing the bid documents and the related copying, postage, and handling services during a prequalification or bid period.

9.1.4 The cost of reproducing the mylar reproducibles of the construction drawings for use by the General Contractor or CM at Risk in preparing the record drawings.

9.1.5 Out of pocket expenses paid by the Designer such as filing fees, testing, and permit fees if such fees would be normally paid by the Owner.

9.1.6 Renderings, models, mock-ups, photographs and any other presentation materials.

9.1.7 Other expenses deemed necessary or appropriate by the Owner in writing.

9.2 Non-Reimbursable Expenses: The Owner shall not reimburse the Designer or its Subconsultants for travel expenses, sustenance, telephone, copying, facsimiles, electronic mails, postage and delivery expenses or cost estimating, unless specifically required elsewhere in this Contract.

9.3 The Designer shall not be entitled to compensation under this Article for the services of Subconsultants hired to perform Basic Services under this Contract.

ARTICLE 10: COMPENSATION AND RESPONSIBILITY FOR CHANGE ORDERS

10.1 The Designer shall be entitled to Extra Services compensation for preparing Change Orders initiated by the Owner except as provided in Article 10.3.

10.2 The Designer shall not be entitled to Extra Services compensation for preparing Change Orders to adjust the scope of construction work which arises from existing conditions for which unit prices have been specified in the Construction Contract Documents.

10.3 The Designer shall not be entitled to Extra Services compensation for preparing Change Orders necessary to address errors or omissions by the Designer.

10.4 Change Orders for which the Designer is not entitled to compensation are to be referred to as "no fee change orders."

10.5 The fact that the Designer is not entitled to compensation for preparing a Change Order shall not limit any legal remedies which the Owner may have for recovering its additional costs necessitated by the Change Order.

ARTICLE 11: RELEASE AND DISCHARGE

11.1 The acceptance by the Designer of the last payment under the provisions of Article 6.5 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 officers, from all claims of the Designer and its Subconsultants for payment for services performed and/or furnished, except for those written claims submitted by the Designer to the Owner with, or prior to, the last invoice.

ARTICLE 12: ASSIGNMENT, SUSPENSION, TERMINATION, NO AWARD

12.1 Assignment:

12.1.1 The Designer shall not assign or transfer any part of its services or obligations under this Contract (other than as specified in this Article 12), without the prior written approval of the Owner and the Authority. Likewise, any successor to the Designer 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 Designer or its assignee from its responsibilities under this Contract. The Owner shall not assign this Contract without the written consent of the Designer.

12.2 Suspension:

12.2.1 The Owner may, at any time, effective upon fifteen (15) business days written notice to the Designer, suspend this Contract. If the Owner provides such written notice, the Designer shall be compensated for Services satisfactorily performed in accordance with the Contract terms prior to the effective date of such suspension; invoices for such Services shall be properly submitted, but may be submitted after the date of such notice up to the effective date of suspension.

12.2.2 If a written notice of suspension issued pursuant to sub-paragraph 12.2.1 lasts for more than 90 consecutive calendar days, the Designer may, upon resumption of the Contract, be entitled to additional compensation for actual costs incurred due to such suspension provided that the suspension was not attributable to the Designer's fault.

12.3 Termination:

12.3.1 (a) By written notice to the Designer, the Owner may terminate this Contract effective on five (5) calendar days notice without cause. All compensation and reimbursement due to the Designer in accordance with the Contract terms, for services satisfactorily performed up to the date of termination, including proportionate payment for portions of the services started but incomplete at the time of termination, shall be paid to the Designer, provided no payment shall be made for services not yet performed or for

anticipated profit on unperformed services. (b) Owner may terminate this Contract effective on five (5) calendar days notice for cause, and no further payment shall be due to the Designer to the extent the Owner can reasonably identify damages in specific amounts for which the Designer is liable under this Contract; Owner shall pay other amounts otherwise due and owing to the Designer.

12.4 Suspension or Termination by Designer: By written notice to the Owner and the Authority, the Designer may suspend or terminate (at Designer's sole option) this Contract:

12.4.1 if the Owner, within thirty (30) days following written notice from the Designer of any material default by the Owner under the Contract (including failure to pay in accordance with the Contract), shall have failed to cure such default; or

12.4.2 if, after the Designer has performed all services required during any Phase prior to construction and at least three (3) months have elapsed without receipt by the Designer of Approval to proceed with the next Phase of the Project, provided the delay was not the fault of the Designer. This provision shall not apply to a Designer who has received a notice of suspension pursuant to 12.2.

12.4.3 Upon a proper termination by the Designer, the Designer shall be compensated as provided in 12.3.1 above regarding termination without cause.

12.5 No Award of Owner-Contractor Agreement: If the Project is constructed pursuant to M.G.L. c. 149, §§ 44A-44M, the Owner-Contractor Agreement is not awarded by the Owner within one hundred twenty (120) days after the receipt of general bids for the Project and the bids have not been rejected and the Project has not been suspended, the Designer shall be paid through the Bidding Phase as if a contract for construction were awarded according to the payment schedule provided in Attachment A. This Article 12.5 does not apply, however, if the Designer has been directed to perform design revisions pursuant to 4.10.2, for the purposes of bringing the design of the Project within the Project Construction Budget.

ARTICLE 13: NOTICES

13.1 Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person (b) by certified mail, postage prepaid, return receipt requested (c) by facsimile or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

If to_[_____]_;

If to_[_____]__;

If to_[_____]___;

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

ARTICLE 14: INDEMNIFICATION

14.1 For claims arising out or relating to negligent errors and omissions in the performance of professional services rendered by the Designer, to the fullest extent permitted by law, the Designer shall 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 this Contract by, the Designer or a person employed by the Designer, or Subconsultant for whom the Designer is responsible under this Contract.

14.2 For all other claims, to the fullest extent permitted by law, Designer 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 or the Authority to the extent they result 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 are caused by an act or omission of the Designer or a person or Subconsultant for whom the Designer is responsible under this Contract.

ARTICLE 15: INSURANCE

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

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

15.3 The Designer, and any of its Subconsultants, shall submit to the Owner originals of the required certificates of insurance simultaneously with the execution of this Contract. Certificates of insurance evidencing the coverage required hereunder, together with evidence that all premiums for such insurance have been fully paid, shall be filed with the Owner and shall be made available to the Authority upon request. 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 Designer shall submit updated certificates to the Owner prior to the expiration of any of the policies referenced in the certificates so that the Owner shall at all times possess certificates indicating current coverage and said certificates shall be made available to the Authority

upon request. Failure by the Designer to obtain and maintain the insurance required by this Article, 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 Designer under this Contract.

15.4 Termination, cancellation, or modification or reduction of coverage or limits by endorsement 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 Designer or its Subconsultant, as the case may be, is responsible for the payment of any and all deductibles under all of the insurance required below. Neither the Owner nor the Authority shall be responsible for the payment of deductibles, self-insured retentions or any portion thereof.

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

15.6.1 The Designer 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:

(a) 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.

(b) 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 Designer 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 included as an additional insured in this policy. The policy shall be endorsed to waive the insurer's rights of subrogation against the Owner and the Authority.

(c) Automobile Liability Insurance (including owned, non-owned and hired vehicles) at limits of not less than $1,000,000 combined single limit per accident.

(d) Valuable Papers insurance in an amount sufficient to assure the restoration of any plans, drawings, computations, field notes, or other similar data relating to the work covered by the Agreement between the Owner and the Designer in the event of loss or destruction while in the custody of the Designer until the final fee payment is made or all data is turned over to the 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.

15.7 Professional Liability

15.7.1 The Designer shall maintain professional liability insurance covering negligent errors and omissions and negligent acts of the Designer and of any person or entity for whose performance the Designer is legally liable at all times while services are being performed under this Contract and for a period of six years thereafter (as calculated in accordance with the terms below in this 15.7.2). The minimum amount of such insurance shall be $2,000,000 per claim/$2,000,000 annual aggregate.

15.7.2 If the policy is in a "claims made" format, it shall include a retroactive date that is no later than the effective date of this Contract, and an extended reporting 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 or the CM at Risk 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 Owner-Contractor Agreement or Owner-CM at Risk Agreement and the taking of possession of the Project for occupancy by the Owner, which requirement can be met by providing renewal certificates of professional liability insurance to the Owner as evidence that this coverage is being maintained.

15.8 Subconsultants

15.8.1 The Designer shall require by contractual obligation, and shall exercise due diligence to enforce, that any professional engineering or landscape architecture Subconsultant hired in connection with the services to be provided under this Contract shall, unless otherwise agreed in writing by the Owner, obtain and maintain all insurance required by law and as may be required by the Owner under the terms of this Contract, except that the limit of Subconsultant's professional liability insurance shall be not less than $2,000,000 per claim/$2,000,000 annual aggregate.

15.8.2 All professional liability policies obtained by Subconsultants 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.

15.8.3 If the Subconsultant's insurance policy is in a "claims made" format, it shall include a retroactive date that is no later than the effective date of its contract with the Designer, and an extended reporting 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 or CM at Risk 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

Owner-General Contractor Agreement or the Owner-CM at Risk Agreement and the taking of possession of the Project for occupancy by the Owner, which requirement can be met by providing renewal certificates of professional liability insurance to the Owner as evidence that this coverage is being maintained.

15.8.4 Other nonprofessional Subconsultants shall be required to maintain insurance in the types and amounts that they routinely carry in the course of their practice.

15.9 Liability of the Designer

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

15.10 Asbestos and Hazardous Materials

15.10.1 Unless otherwise provided in the RFS, the Designer shall have no responsibility for the discovery, presence, handling, removal or disposal of or for the exposure of persons to oil or hazardous materials in any form at the Project, including but not limited to asbestos-containing materials or other hazardous materials, as defined in MGL c.21E §2.

15.10.2 In the event that the Designer employs the services of a sub-consultant to provide services related to either the testing for asbestos-containing materials or oil or hazardous materials or related to the specification of methods and procedures for the removal or remediation of such asbestos-containing materials or oil or hazardous materials, the Designer shall employ such Subconsultants who have liability insurance coverage covering such services, to the extent that such insurance coverage is generally available to Subconsultants. Upon the Owner's written request, the Designer shall assign to the Owner the Designer's contractual right to pursue a claim against such Subconsultants. Such services shall be paid for as provided in Article 9 - Reimbursable Expenses unless such services are specifically included as Basic Services in the RFS.

ARTICLE 16: OWNERSHIP OF DOCUMENTS

16.1 Unless provided otherwise by law, ownership and possession of all information, data, reports, studies, designs, drawings, specifications, materials, computer programs, documents, models, inventions, equipment, and any other documentation, product of tangible materials to the extent authored or prepared, in whole or in part, by the Designer pursuant to this Contract (collectively, the "Materials"), other than the Designer's administrative communications, records, and files relating to this Contract, shall be the sole property of, and shall vest in, the Owner and the Authority as "works made for hire" or otherwise, provided that the Owner complies with its payment obligations under this

Contract. The Owner and the Authority will own the exclusive rights, worldwide and royalty-free, to and in all Materials prepared and produced by the Designer 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 and the Authority 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 Designer. The Owner and the Authority shall provide appropriate credit to the Designer, in terms agreed upon by the Design, in any publicity about or plaque at the Project. The Designer shall have a license to publish and publicly display all Materials prepared by the Designer in its normal marketing and related professional and academic activities. The Designer shall have a license to use the typical or standard details and all other replicable elements of the Materials for this Project on other future projects. At the completion or termination of the Designer's services required pursuant to this Contract, copies of all original Materials shall be promptly turned over to the Owner and the Authority.

16.2 The Owner and the Authority agree to waive any and all claims against the Designer and, to the fullest extent permitted by law, to jointly and severally defend, indemnify and hold the Designer harmless from and against any and all claims, losses, liabilities and damages incurred by the Owner or asserted by any other entity or individual arising out of or resulting from any use of the Materials on other projects, modifications of the Materials made by the Owner or others and used on this Project, or any reuse or modification of the Materials or any of Designer’s designs, drawings and specifications. The Authority shall be a party to this Contract solely for the purposes of enforcing its rights and obligations under this Article 16.

ARTICLE 17: STATUTORY REQUIREMENTS

17.1 Agent for Service of Process: If the Designer's principal place of business is outside of the Commonwealth of Massachusetts, the Designer shall appoint an agent for the service of process as provided in M.G.L. c.227, §5. The power of attorney reflecting such appointment shall be filed with the Secretary of State as provided in M.G.L. c.227, §5. Copies of the power shall be provided to the Owner. There shall be no lapse in such agency for as long as the Designer may have potential liability.

17.2 Truth-in-Negotiations Certificate (M.G.L. c.7C, §51)

17.2.1 If the Designer's fee has been negotiated, the Designer must file a truth-in-negotiations certificate prior to execution of this Contract by the Owner. The certificate shall contain the following certifications:

(a) that wage rates and other costs used to support the Designer's compensation are accurate, complete, and current at the time of contracting; and

(b) that 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 noncurrent wage rates or other costs.

17.3 Certification Pursuant to M.G.L. c.7C §51 (d): In accordance with M.G.L. c.7C §51(d), the person signing this contract certifies, as a duly authorized signatory of the Designer, that the Designer 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 Designer has given, offered or agreed to give any gift, contribution or offer of employment to the Designer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Designer or Subconsultant of a contract by the Designer; and no person, corporation or other entity, other than a bona fide full-time employee of the Designer, has been retained or hired by the Designer to solicit for or in any way assist the Designer 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.

17.4 Minority-Owned and Woman-Owned Business Participation: Pursuant to M.G.L. c. 7C, § 6, the Designer shall subcontract with minority-owned business enterprises (MBE) and women-owned business enterprises (WBE), as certified by the Supplier Diversity Office, 1 Ashburton Place, Room 1017, Boston, MA 02108; such participation goals shall be based on the listed services defined and required in the RFS. If the Designer is an SDO-certified MBE or WBE, the Designer must bring a reasonable amount of program participation goals for minority-owned businesses and women-owned businesses that hold the certification which is not held by the prime Designer on the project.

17.4.1 The Designer shall complete and submit at the time of contract execution a completed Participation Schedule which is attached to this contract as Attachment C in order to be in compliance with Article 17.4 above.

17.5 Accounting Requirements: The Designer shall cause to be maintained complete, accurate and detailed records of all time devoted to the Project by the Designer and each Subconsultant employed by the Designer. The Owner, the Authority, and the Commonwealth's Inspector General may at all reasonable times audit such records that directly pertain to this Contract. On a Contract where the Fee for Basic Services exceeds $100,000 the Designer shall comply with M.G.L. c.30 §39R which requires the Designer to:

17.5.1 Maintain accurate and detailed accounts for a six-year period after the final payment;

17.5.2 File with the Owner annual audited financial statements or statements from their accountants that their reviews are consistent with state laws.

17.5.3 File with the Owner a statement of management on internal accounting controls on its letterhead as prescribed in Attachment D and a statement from an independent certified public accountant (CPA) on its letterhead as prescribed in Attachment E to this Contract.

17.6 Revenue Enforcement and Protection Program (REAP): Pursuant to M.G.L. c. 62C §49A, the undersigned certifies under the penalties of perjury that to the best of his/her knowledge and belief that the firm and/or individuals in the firm are in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

17.7 Interest of Designer: The Designer hereby certifies that it is in compliance with the provisions of M.G.L. c. 268A whenever applicable. The Designer covenants that 1) neither he/she nor any member of the Designer firm presently has any 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 Designer; and 3) no partner or employee of the Designer firm is related by blood or marriage to any officer, official, or employee of the Owner.

17.8 Equal Opportunity: The Designer shall not discriminate in employment against any person on the basis of race, color, religion, national origin, sex, sexual orientation, age, genetics, ancestry, disability, marital status, veteran status, membership in the armed forces, presence of children or political beliefs. Each shall comply with all provisions of Title VII of the Civil Rights Act of 1964 and MGL c.151B.

17.9 Certification of Non-Collusion: The signatory certifies under penalties of perjury that the Designer's 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.

17.10 Minority and Women Workforce Participation: Pursuant to M.G.L. c. 7C, s. 6 and M.G.L. c. 149, s. 44A(2)(G) the Designer shall be required to provide regular reports of the gender and race/ethnicity of employees engaged in work under this contract, for both prime and subconsultants, in the form and format required by the District, including but not limited to, by electronic reporting through the requested means and with the frequency required by the District.

ARTICLE 18: MISCELLANEOUS

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

18.2 Venue: Any suit by either party arising under this Contract shall be brought only in the Superior Court in the county where the Project is located. The parties hereto waive any argument that this venue is improper or that the forum is inconvenient.

18.3 Non-Waiver: Neither the Owner's review, approval, or acceptance of, nor payment for any of the services furnished under this Contract shall be construed to operate as a waiver

of any rights under the Contract or any cause of action arising out of the performance of the Contract.

18.4 Entire Agreement: This Contract represents the entire and integrated agreement between the Owner and the Designer and, except as otherwise provided herein, supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written agreement signed by both the Owner and the Designer, and approved by the Authority, which approval shall not unreasonably be delayed, denied, conditioned, or withheld.

18.5 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, then either party may file suit in accordance with Article 18.2; and (d) This Article of dispute resolution provisions shall survive termination of this Contract.

18.6 Waiver of Subrogation: (a) To the extent damages are covered by property insurance, the Owner and the Designer waive all rights against each other and against the General Contractor or CM at Risk, Subcontractors, 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 Owner CM at Risk Agreement. The Owner shall require of the General Contractor or CM at Risk, Subcontractors, 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. (b) Nothing in this Contract shall create a contractual relationship with or create a cause of action in favor of a third party against the Owner or the Designer.

ATTACHMENT A

PAYMENT SCHEDULE

Payments shall be made in accordance with the provisions outlined in the Contract and with the following schedule:

Basic Services

Feasibility Study Phase .....

Schematic Design Phase .....

Design Development Phase .....

Construction Documents Phase .....

Early Bid Packages…….

Bidding Phase.....

Construction Administration Phase .....

Completion Phase .....

TOTAL.....

Extra Services

Extra Services provided pursuant to Article 8 shall be compensated as determined by the Owner (a) by a lump sum fee agreed upon in advance in writing by the Owner and the Designer, or (b) on an hourly basis in accordance with the rate schedule set forth below for time expended, up to a not to exceed amount.

Hourly Rates:

ATTACHMENT B

REQUEST FOR DESIGNER SERVICES (RFS)

The District must use the MSBA's Designer RFS Template, which can be found here:

https://www.massschoolbuildings.org/building/team/dsp

ATTACHMENT C

PARTICIPATION SCHEDULE FOR DESIGNER CONTRACTS BY SDO CERTIFIED MINORITY/WOMEN BUSINESS ENTERPRISES

This form shall be submitted to the Owner by the Designer upon execution of the Contract for Designer Services attached hereto.

Owner _____

Project No: _____

Name of Company	Description of Work	M/WBE	Dollar Value Participation
1. _____	_____	____	$ _____
2. _____	_____	____	$ _____
3. _____	_____	____	$ _____
4. _____	_____	____	$ _____
5. _____	_____	____	$ _____
6. _____	_____	____	$ _____

Dollar Value of MBE Commitment: $ _____

Dollar Value of WBE Commitment: $ _____

Total Dollar Value Commitment: $ _____

Original Fee for Basic Services Amount $ _____

DESIGNER CERTIFICATION

The undersigned certifies under the penalties of perjury that (1) it intends to subcontract with the above listed firms for the identified work and dollar amounts and (2) certifies that he/she has read the terms and conditions of the Designer Contract with regards to MBE/WBE participation and is authorized to bind the Designer to the commitment set forth above.

Date _____

_____
Name of Architect/Engineer

_____
Authorized Signature

_____
Address

_____
City, State & Zip Code

ATTACHMENT D

M.G.L. c.30 §39R - INTERNAL ACCOUNTING CONTROLS
APPLIES TO CONTRACTS OF $100,000 OR MORE
SAMPLE LETTER TO BE PREPARED ON DESIGNER'S LETTERHEAD

Date

CEO
Owner
123 Reservoir Street
Enfield, MA 01234

RE: Enfield High School

Dear:

This Statement of Internal Accounting Controls is being submitted in accordance with Article 17.5.3 of the Contract for Design Services for the above captioned project. Please be advised that our firm, the Designer under the Contract, has a system of internal accounting controls which assures that:

1. transactions are executed in accordance with management's general and specific authorization;

2. transactions are recorded as necessary, to permit preparation of financial statements in conformity with generally accepted accounting principles, and to maintain accountability for assets;

3. access to assets is permitted only in accordance with management's general or specific authorization; and

4. the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

Sincerely,

ATTACHMENT E

MGL c.30 §39R – INTERNAL ACCOUNTING CONTROLS
APPLIES TO CONTRACTS OF $100,000 OR MORE
SAMPLE LETTER TO BE PREPARED ON CPA's LETTERHEAD

CEO
Owner
123 Reservoir Street
Enfield, MA 01234

RE:

Dear

Please be advised that we have reviewed the Statement of Internal Accounting Controls prepared by the _____ in connection with the
Name of Designer
above-captioned project. This statement is required under M.G.L. c.30 §39R. In our opinion, representations of management are consistent with our evaluations of the system of internal accounting controls. In addition, we believe that they are reasonable with respect to transactions and assets in the amount which would be material when measured in relation to the firm's financial statements.

Sincerely,

(CPA)

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. _____

WHEREAS, the _____ ("Owner") and _____, (the "Designer") (collectively, the "Parties") entered into a Contract for Designer Services for the _____ Project (Project Number _____) at the _____ School on _____. "Contract"; and

WHEREAS, effective as of _____, the Parties wish to amend the Contract:

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes the Designer to perform services for the Design Development Phase, the Construction Phases, and the Final Completion Phase of the Project, pursuant to the terms and conditions set forth in the Contract, as amended.

2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services:	Original Contract	After this Amendment
Feasibility Study Phase	$ _____	$ _____
Schematic Design Phase	$ _____	$ _____
Design Development Phase	$ _____	$ _____
Construction Document Phase	$ _____	$ _____
Bidding Phase	$ _____	$ _____
Construction Phase	$ _____	$ _____
Completion Phase	$ _____	$ _____
Total Fee	$ _____	$ _____

This Amendment is a result of: _____
_____
_____

3. The Construction Budget shall be as follows:

   Original Budget: $_____

   Amended Budget $_____

4. The Project Schedule shall be as follows:

   Original Schedule: $_____

   Amended Schedule $_____

5. This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

OWNER

_____
(print name)

_____
(print title)

By _____
(signature)

Date_____

DESIGNER

_____
(print name)

_____
(print title)

By _____
(signature)

Date _____

ATTACHMENT B.2
DESIGNER SERVICES CONTRACT AMENDMENT FOR DESIGN/BID/BUILD

7.5 Design Development Phase

7.5.1 Upon receipt of an Approval to proceed to the Design Development Phase, the Designer shall meet regularly and as necessary with the Owner, the OPM, and the Authority. This shall include meeting at least once every other week with the Owner and the OPM during this Phase.

7.5.2 The Designer shall update and refine items submitted during the Schematic Design Phase, and shall submit to the Owner and the Authority, on or before the date specified in the Project Schedule, and on the basis of the approved Schematic Design Phase Documents, the following deliverables as they are defined in this Article 7.5.2 and as they are further defined in Articles 7.5.3, 7.5.4, 7.5.5, 7.5.6 and 7.5.7:

(a) a list of all filings and permits within Designer's scope of services and professional expertise required to implement the design and a schedule of target dates for the procurement of such permits, which list and schedule shall be regularly updated during the term of this Contract;

(b) information and documentation within the technical expertise of the Designer and that is necessary for the Owner to file local basic zoning and environmental permits. The Designer, as Extra Services, shall provide information and documentation for the Owner to file Environmental Notification Forms, Environmental Impact Reports, and any other filings for permits that must be filed during the design development phase;

(c) soils exploration data, geotechnical and geoenvironmental reports, showing exploratory locations relative to siting of proposed structures;

(d) complete design development drawings; outline specifications indicating any filed sub-bid sections and sub-sub trades based on the cost of the work and other documents necessary to specify the size and character of the Project as to siting, landscape, architectural, structural, fire protection, plumbing, heating, ventilating and air conditioning, electrical, ADA/MAAB, product requirements and other features;

(e) quality control documentation demonstrating, without limitation, coordination of: ceiling clearances, mechanical room size, and shaft sizes; specifications and drawings; filed sub-bid work or sections; scheduling; equipment and power; existing and new construction; and phasing;

(f) design development drawings which the Designer shall submit for review to the local building official;

(g) a life cycle cost analysis to determine which design decisions related to all energy and water consuming devices and overall building operation and maintenance are the most cost effective [M.G.L. c. 149, s. 44M];

(h) a construction cost estimate for the design in Uniformat II Level 3 format, with unit rates and quantities supporting each item and reconciled with the detailed construction cost estimate and any updated cost estimates in accordance with Article 7.5.6. The estimate cost shall be projected, to the mid point of the construction period;

(i) a space measurement analysis for the design verifying that the sum of all program areas in the Project plus all other floor areas in the Project equals the gross floor area of the Project;

(j) a written summary or summaries comparing the project design, as represented in the design development drawings, specifications and cost estimates with the Final Design Program requirements, and explaining any deviations in writing.

7.5.3 Design Development Drawing Requirements: The Design Development drawings shall illustrate and describe the refinement of the design of the Project to a level of detail that is customary and standard, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. Drawings shall delineate locations and elements of Work which may be proposed to be assigned to project construction phases and/or separate bidding packages. Documents shall include, but not be limited to, the following:

(a) Site and utility drawings showing;

1. Existing and proposed contours and locations of the proposed building or addition(s). Show entry level elevation and key exterior grades at perimeter. Indicate all retaining walls. Include benchmarks of site if survey is available.
2. All utilities existing and proposed, indicating location, elevation, composition and size e.g., manholes, sewers, hydrants, light standards. Include work by others, e.g., gas and electric utility providers.
3. Roads, laid out parking areas, walks, recreation areas, terraces and other site improvements.
4. Building locations fixed and referenced from main survey baseline, if available.
5. Plant materials with preliminary schedule.

(b) Building drawings and other graphic and written requirements with floor plans showing: (minimum scale 1/8" = 1'0");

1. building perimeter with exterior wall thicknesses and overall dimensions;
2. structural grid;
3. plan requirements of mechanical and electrical systems;
4. building core; elevators, stairs, shafts, toilet rooms;
5. interior partitions; appropriate thicknesses and dimensions to fix basic organizations; indicate fire separations, ratings;
6. door swings;
7. floor elevations;
8. built-in furniture and equipment; and
9. furniture layout concept drawings.

(c) Roof plans showing;

1. proposed systems type;
2. pitch and drainage patterns;
3. roof drains, gutters and scuppers;
4. skylights, stairs through roof, penthouses, major equipment, chimneys.

(d) Building sections: One transverse and one longitudinal section. Indicate floor to ceiling heights and floor-to-floor heights. Label all spaces;

(e) Building elevations showing;

1. full height elevations including roof structures, e.g., mechanical equipment, chimneys, and penthouses;
2. floor elevations, floor-to-floor heights, and overall height related to benchmarks on site plans;
3. all fenestration;
4. column centerlines;
5. principal finish materials indicating major control and expansion joints, and divisions of materials where required;
6. louver and equipment enclosure systems; and
7. exterior grades and topographical features in context.

(f) Full height wall sections for main elevations and at special conditions. Show foundation and perimeter treatment, wall construction including insulation and supporting structure, fenestration and mechanical penetrations, and floor construction;

(g) Interior elevations: Major spaces, e.g. library, lobby, and all typical spaces, e.g. classrooms;

(h) Reflected ceiling plans: show prototypical structural, fire protection, mechanical and electrical information for classrooms and major spaces, including lighting layouts with ceiling heights and material changes;

(i) Colored interior elevations and perspectives of major and typical spaces

(j) Schedules;

1. finish schedule by room types;
2. door schedule by room;
3. window schedule;
4. equipment schedules, e.g., food service, instructional media.

(k) Structural Concepts;

1. Foundation plan showing sizes and locations of typical components.
2. Framing plans: typical floor framing, roof framing, special framing, show framing at major openings and sizes of members.
3. Column locations.

4. Preliminary details including floor and roof deck, statements as to methods of lateral bracing and how requirements of earthquake code will be met.
5. Details for special and/or incidental structural features, e.g. tunnels, connecting bridges and unique architectural features.
6. Connection to existing buildings at foundation and at key points at existing structure if applicable.

(l) Fire Protection: floor plans indicating wet or dry type systems, hose racks or cabinets and fire department tie-ins. Indicate whether a fire pump will be required and, if so, show location within the building. Show typical sprinkler head layout;

(m) Plumbing and sanitary systems: floor plans indicating locations of all plumbing fixtures and special features, and approximate location and size of all piping systems and principal items of equipment;

(n) Heating, Ventilating and Air Conditioning Systems;

1. Show locations and approximate sizes of piping systems, air handling systems and principal items of equipment such as compressors or cooling towers.
2. Indicate space requirements of major equipment and their location in mechanical rooms and fan rooms. Major shafts.

(o) Electrical Systems;

1. All services including those for special purposes shall be located and indicated.
2. Lighting shall be indicated as to type, location and intensities in foot-candles for each special and typical space.
3. Switchgear and emergency generator.
4. Fire alarm system drawings showing all initiation and signaling devices, control panels, annunciator panels, etc.
5. Security system drawings.
6. Communications drawings showing chases, major equipment locations and any special distribution requirements.
7. CATV/CCTV drawings showing chases, major equipment locations and any special distribution requirements.
8. Information Technology drawings showing chases, major equipment locations and any special distribution requirements.

7.5.4 Other Consultant's Drawings and Other Graphic and Written Requirements: For special consultants, e.g., kitchen, elevator, library, media room, equipment where appropriate, provide drawings that locate and define the scope of the work. Coordinate with other disciplines. Provide cuts of all major pieces of equipment.

7.5.5 Project Manual Requirements (Specifications):

(a) Outline Specifications that are to accompany Design Development Drawings shall be prepared to a level of detail that is standard and customary and shall include,

but not be limited to, a comprehensive description of the Project and the materials proposed for use in the work. No detailed specifications of materials or workmanship procedures need be included; however, the general scope shall be indicated by CSI MasterFormat as applicable to proposed construction.

1. The Design Development Outline Specification shall also include a comprehensive "BASIS OF DESIGN." The "BASIS OF DESIGN" shall be a narrative description of the Project and shall include all applicable architectural, civil, structural, mechanical and electrical programs and/or systems. Identify all proposed filed sub-bid categories.
2. Project Manual shall include a statement to define Work which is proposed to be included in separate construction phases and/or bid packages.

(b) The following is a list of items that shall at a minimum be identified or outlined in this Phase:

1. Site work; clearing, drives, walks, parking areas, fences, excavation, backfill, planting.
2. Footings; on earth, rock, piles, caissons, proposed bearing pressures, boring logs.
3. Foundation walls; type of concrete, reinforcing, type and extent of waterproofing.
4. Footing drains; type, disposal of drainage.
5. Exterior walls: superstructure, type, materials, brick type, alternate cladding, back-up materials, dampproofing material and extent, special features.
6. Roofs; types, vapor barrier, insulation, flashings, all materials.
7. Flashings; general types, all materials, weights, where each type is to be used.
8. Sheet metal; gutters, leaders, others uses, except flashings.
9. Windows; general types, materials, sub-frames, finish, glazing, screens.
10. Doors, exterior and interior; types.
11. Steps, exterior; including platforms and landings' materials.
12. Stairs, interior; including platforms, landings, walls, materials and finishes.
13. Framing; wood, concrete or metal systems in accordance with general design.
14. Partition construction related to room type.
15. Cabinet and casework; types and materials.
16. Food Service Equipment; types and materials.
17. Furring; lathing, plastering, materials and locations.
18. Insulation thermal; types, thicknesses, methods of application and locations.
19. Acoustical treatments; types, thicknesses, methods of application and location.
20. Interior finishes; materials for floors, walls, bases, wainscots, trim, ceilings, ceiling heights.

21. Fire Protection; standpipe systems, sprinkler systems, fire pumps and accessories.
22. Water supply; source; location of main to which connection will be made; type of pipe for service main; load requirements; load factors and pressures.
23. Sanitary sewers; sewage disposal system, pipe and other materials.
24. Storm sewers; storm drainage disposal system (institution or local facility), pipe and other materials.
25. Gas main; material, size, location. Interface with utility company.
26. Plumbing; systems such as wastes, vents, hot water, cold water, gas, air, oxygen, vacuum, main source of supply, materials for each, water heaters, pumps, thermal insulation fixture quality, all special features.
27. Heating, ventilating and air conditioning; type of heating and refrigeration plants, type and capacity of boilers and cooling equipment, fuel, type of burners, fuel storage, heaters, feed water pumps and heaters, thermal insulation, type of heating medium, supply and return piping, radiation, unit heaters, radiant heating, principal air conditioning equipment types, special features, supply, return and exhaust ductwork.
28. Electric work; service connection, location, institution or public utility, overhead or underground, transformers including type and location, types of conduit and wiring, types of fixtures, location of main switchboard, radio, fire alarm, telephone, public address, emergency lighting and wiring, emergency or other generators, special features, including Master TV, information retrieval and/or data processing system.
29. Elevators, dumbwaiters and platform lifts; capacities, speed, travel in feet, landings, operation, controls, platform sizes, machine type and location, car and entrance finishes, signals.
30. Other built-in equipment, types and materials.
31. Special features.

7.5.6 Construction Cost Estimate Requirements – The Designer shall provide a construction cost estimate in Uniformat II Level 3 format with aggregated unit rates and quantities supporting each item referenced in Article 7.5.5(b). The estimate cost shall be projected, to the mid point of the construction period.

(a) The Designer shall review its construction cost estimate in comparison with the detailed construction cost estimate, and any updated cost estimates, provided by the OPM and shall work in good faith and in cooperation and coordination with the OPM to reconcile any differences between the construction cost estimates, to clarify assumptions upon which the cost estimates are based and to address any concerns or questions with the cost estimates that are raised by the Owner, the OPM, or the Authority. If the Designer is unable to reconcile all differences between the two construction cost estimates with the OPM, then the Designer shall provide a detailed explanation of the differences to the Owner. If, in any case, the agreed-upon, reconciled construction cost estimate exceeds the Project

Construction Budget, the Designer shall cooperate with the Owner and the OPM in identifying, specifying and recommending changes in, or additional specification of materials, equipment, component systems and types of construction, or other adjustments in the scope or quality of the Project, including contingencies or alternative bid items, so as to facilitate revision of the design of the Project to reduce the cost of construction so as to comply with the authorized Project Construction Budget.

(b) Cost estimate data shall be organized to identify elements of project work which may be proposed to be advanced under separate construction phases and/or separate bidding packages. When so proposed, estimates shall develop cost data relative to corresponding bidding and work execution dates established in project schedules.

7.5.7 Reports, drawings, specifications, cost estimates and other design development submittals shall be subject to the written approval of the Owner and the Authority. Unless a lesser number is requested by the Owner, the Designer shall submit to the Owner for approval six (6) copies of Design Development drawings, specifications, cost estimates, and other submittals. Two (2) copies shall be submitted to the Authority by the Designer.

7.5.8 The Designer shall present and explain the Design Development submittal to the Owner and the Authority and at a local public meeting scheduled by the Owner, if any such meeting is scheduled or in conference.

7.5.9 The Designer and its Subconsultants shall collaborate with the Authority's Commissioning Consultant to develop design criteria which will support the purposes of building commissioning and energy/resources conservation concepts as commonly understood and as prescribed by the Commissioning Consultant.

7.6 Construction Documents Phase: In addition to the requirements specified in the RFS (Attachment B), upon receipt of an Approval to proceed with the Construction Documents Phase of the Project from the Owner, the Designer shall do the following:

7.6.1 The Designer shall meet regularly and as necessary with the Owner, the Authority, the OPM, and the Commissioning Consultant. This shall include meeting at least twice per month (or more frequently if needed) with the Owner and the OPM during this Phase.

7.6.2 Based on the submittals approved in the Design Development Phase of the Project, the Designer shall update and refine the items previously submitted and shall submit the following on or before the date and time specified in the Project Schedule:

(a) Construction documents progress submittals as follows:

1. a 60% Construction Documents Submittal, with deliverables as defined in Article 7.6.3;

2. a 90% Construction Documents Submittal, with deliverables as defined in Article 7.6.4;

3. a Final Construction Documents Submittal, with deliverables as defined in Article 7.6.5;

4. a Bid Documents Submittal, with deliverables as defined in Article 7.6.6

(b) As a part of each of the submittals required under Articles 7.6.3, 7.6.4, and 7.6.5, an updated work plan and recommended updates for incorporation into the Project Schedule by the OPM;

(c) As a part of each of the submittals required under Articles 7.6.3, 7.6.4, and 7.6.5, a report on the status of environmental, zoning, planning, building code, and ADA/MAAB approvals and permitting processes and a certified list of all required testing and all required permits identified in 7.5.2(a).

(d) All submittals by the Designer shall be subject to the written approval of the Owner, which approval shall not be unreasonably delayed, withheld, conditioned, or denied. Unless a lesser number is requested by the Owner or is specifically provided hereinafter, the Designer shall furnish to the Owner for approval six (6) sets of the drawings, specifications, construction cost estimates and all other submittals. Unless a lesser number is specifically provided hereinafter, the Designer shall furnish two (2) sets of said drawings, specifications, construction cost estimates and all other submittals to the Authority. The Designer shall also furnish to the Owner and the Authority electronic media copies of the foregoing drawings and documents in such form as may be required by the Authority.

7.6.3 60 Percent Construction Documents Submittal:

(a) The Designer shall provide, on or before the date and time specified in the Project Schedule, a 60 % Construction Documents Submittal (60% CD Submittal), which shall include:

1. Construction Documents and other deliverables, as defined in this Article 7.6.3 and as further defined in Articles 7.6.2, 7.6.7, 7.6.8, and 7.6.9, advanced to a level of intermediate (60 percent) completion, and incorporating corrections to indicate compliance with Owner and Authority review comments related to prior submittals.

2. In instances where the Designer takes exception to the Authority's previous review comments on the Design Development submittal, a written statement explaining its position.

3. The Basis of Design that accompanied the Outline Specifications in the Design Development Phase shall be updated and expanded to include all proposed architectural, structural, fire protection, plumbing, mechanical, electrical, civil, and landscape design concepts for the Project.

4. A space summary, in the form and format prescribed by the Authority, that sets forth the current space calculations and totals and certifies that said space calculations and totals are in compliance with those previously authorized by the Authority in the Project Funding Agreement.

5. Keying of graphics shall be sufficient to allow a reviewer to make his or her way through the set.

6. A list of all drawings related to the Project.

7. A materials selection statement identifying typical interior and exterior surfaces and their materials.

8. A color theory statement indicating proposed paint colors and material selections for typical and special spaces and why they have been selected and how these selections relate to surrounding materials and colors.

9. Large scale plans of all mechanical and electrical spaces with major equipment indicated.

10. Project Manual, including all sections to be included in final technical specifications, developed to include a list of all materials in the building with their manufacturers. Identify all specifications sections which need to be filed sub-bid.

11. Identify all proposed bid alternates by inclusion in a project manual section to be titled "Alternates." Alternates shall be listed in sequence as approved by the Owner. Work required under bid alternates shall be described and/or drawn, as appropriate, to clearly define the design criteria and extent of work involved for implementation of the bid alternate. In each instance, the existing conditions and/or new design criteria for base bid work shall also be described and indicated in documents.

12. Code analysis: Provide a building code analysis. Any deviation from methods of compliance described in earlier submittals shall be indicated. Code analysis shall identify its preparer, code edition referenced, and include a comprehensive description of operative building code provisions, with floor plans showing fire separation types, area calculations, egress capacity for exits and exitways, and any special features required to comply.

(b) As a requirement of the 60% CD Submittal, and in accordance with the provisions of this paragraph and Article 7.6.9, the Designer shall provide a construction cost estimate prepared using the Uniformat II Classification to Level 3, the CSI MasterFormat 6-digit format to Level 3 and MGL c.149 §44F (filed sub-bid) format including quantities of all materials and unit prices of labor, equipment, and materials as well as a cost estimate for each item of work, for review by the Owner and the Authority. The Designer shall submit said construction cost estimate separately, as a supplement to the 60% CD Submittal, no later than twenty-one days after the submission of the 60% CD Submittal described in Article 7.6.3(a). The development of said construction cost estimate shall under no circumstances delay the timely submission of the remainder of the 60% CD Submittal.

7.6.4 90 Percent Construction Documents Submittal:

(a) The Designer shall provide, on or before the date and time specified in the Project Schedule, a 90 % Construction Documents Submittal (90% CD Submittal), which shall include:

1. Construction documents and other deliverables as defined in this Article 7.6.4 and as further defined in Articles 7.6.2, 7.6.7, 7.6.8, and 7.6.9, advanced to a level of substantial (90 percent) completion, and incorporating corrections to indicate compliance with Owner and Authority review comments related to prior submittals.

2. A space summary, in the form and format prescribed by the Authority, that sets forth the current space calculations and totals and certifies that said space calculations and totals are in compliance with those authorized by the Authority in the Project Funding Agreement.

3. Interior Materials Color Boards, including samples of principal interior materials, labeled and mounted to indicate locations.

4. Final structural and energy design calculations.

5. A statement confirming that the Owner has been provided with structural design drawings, specifications, and calculations sufficient to enable execution of an independent structural peer review process, as defined in the Massachusetts Building Code, as amended (this requirement is applicable, to satisfy Authority requirements for all school construction projects having a floor area in excess of 10,000 square feet). The Designer shall have advised the Owner of this requirement in writing not less than sixty (60) days prior to delivery of the 90% CD Submittal in order for the Owner to arrange for the services of an Independent Structural Peer Reviewer. Upon reaching 90 percent completion of construction documents, Designer's structural engineering consultant shall have reached a level of 100 percent completion of its construction documents to enable advancement of the independent structural peer review.

6. The Designer and its consultants shall fully cooperate with the Independent Structural Peer Reviewer in the process. The Designer shall obtain a copy of the Independent Structural Engineering Review report and submit same to the Owner and the Authority at the time of completion of the remainder of the construction documents at the level of final completion.

7. In instances where the Designer takes exception to any of the Authority's 60% CD Submittal review comments, a written position statement explaining the Designer's position on its exceptions to said review comments.

7.6.5 Final Construction Documents Submittal:

(a) The Designer shall provide, on or before the date and time specified in the Project Schedule, a Final Construction Documents Submittal, which shall include:

1. construction documents and other deliverables as defined in this Article 7.6.5 and as further defined in Articles 7.6.2, 7.6.7., 7.6.8, and 7.6.9, advanced to a level of final (100 percent) completion, and incorporating corrections to indicate compliance with Owner and Authority review comments related to prior submittals.

2. a final construction cost estimate, in accordance with the provisions of this paragraph and Article 7.6.9, based on 90% Construction Documents, including cost estimates for general conditions, overhead and profit, insurance, bonds, and all other items expressed as percentage rates for design contingencies and construction contingencies and escalation to the bid date; and other mutually agreed upon contingencies. The final construction cost estimate shall be prepared in Uniformat II Elemental Classification to Level 3 (Sections A-G inclusive), the CSI MasterFormat to Level 3 and M.G.L. c.149, §44F (filed sub-bid) format and shall be complete with a single line description for each item with the detailed unit rate or item cost buildup provided in each case.

3. complete construction drawings and specifications, certified by the Designer as having satisfied the firm's quality control review process as previously confirmed with the Owner, in sufficient detail to permit fixed-price bids in open competition for construction of the Project when documents have been approved for issuance for bidding.

4. no later than at the 100% stage of completion of the final drawings and specifications, two sets of the final drawings and specifications that shall be provided to the local building official to be signed and stamped "Approved" by the local building official; two sets of plumbing drawings and specifications that shall be provided to the local plumbing inspector to be signed and stamped "Approved" by the local plumbing inspector; two sets of the fire protection, HVAC, and electrical construction documents that shall be provided to the local fire official to be signed and stamped "Approved" by the local fire official; two sets of the electrical construction documents that shall be provided to the local electrical inspector to be signed and stamped "Approved" by the local electrical inspector. Notwithstanding the foregoing, the Owner acknowledges that building officials, department inspectors, and fire officials have varying policies on approvals and submittal procedures, and the only obligation of the Designer in this regard is to promptly make the submittals described herein and assist the Owner in receiving the approvals to the extent available.

5. at the 100 percent stage of completion of final drawings and specifications, a written summary comparing the final construction drawings and specifications and final estimated construction cost with the Final Design Program requirements and submittals made during the Design Development Phase and

earlier in the Construction Documents Phase, explaining any significant deviations.

6. In instances where the Designer takes exception to any of the Authority's 90% CD Submittal review comments, a written position statement explaining the Designer's position on its exceptions to said review comments.

7. The Independent Structural Engineering Peer Review Report obtained from the Independent Structural Engineering Peer Reviewer referenced in Article 7.6.4(e). The Designer shall include a certification statement from the project structural engineer designer of record to acknowledge receipt of the Report and to indicate response actions pursuant thereto. The Designer shall also forward a copy of said Report to the Building Inspector.

8. A certification that all applicable local, state and utility officials have been contacted by the Designer regarding each utility connection and that the persons responsible for permits or connection approval have agreed to the systems' use.

7.6.6 Bid Documents Submittal:

(a) The Designer shall provide, on or before the date and time specified in the Project Schedule, a Bid Documents Submittal which shall include:

1. Construction documents and other deliverables as defined in this Article 7.6.6 and as further defined in Articles 7.6.2, 7.6.7, and 7.6.8, incorporating corrections to indicate compliance with Owner and Authority review comments related to prior submittals.

2. From the construction drawings and specifications approved by the Owner, incorporating such changes as the Owner or the Authority requires, a set of reproducible black and white drawings and original specifications on high quality white bond paper, single-sided, properly packaged, suitable for reproduction, stamped and signed by all disciplines, that shall be prepared by the Designer and transmitted to the Owner; which documents shall become the property of the Owner as provided under Article 16. Other suitable reproducible media, having the same content shall be substituted, when so directed or authorized by the Owner.

3. Upon receipt of Owner authorization to advance to reproduction the approved documents for distribution to bidders and, upon reproduction thereof, the Designer shall promptly submit complete sets of bid documents to the Owner (two sets) and the Authority (one set - half size for Drawings). Any subsequent addenda shall be promptly submitted to the Owner and the Authority.

7.6.7 Drawing Requirements:

(a) The documents prepared during the Construction Documents Phase shall set forth the requirements for construction of the Project to a level of detail that is customary and standard and shall include, but not be limited to:

1. General information showing drawing index, symbols, abbreviations, notes, locations map.

2. Site drawings shall be complete to define the extent and detail of site work. Show the following:

    a. Layout and location of all proposed work including buildings, structures, retaining walls, parking, walls and all other site improvements, with details.
    b. Existing and proposed grades and contours including floor elevations, existing structures and topography, survey base line, bench marks and boring locations.
    c. Landscaping and planting.
    d. All utility service lines, systems and structures for electricity, gas, oil, water, steam, telephone, CATV, fire alarm, sanitary and storm drainage including size, composition, grades and directions of flow.
    e. Contract Limit Line and Storage Area for construction materials.
    f. All existing foundations, obstructions and other physical characteristics of the site which may affect the construction work.
    g. Site survey.
    h. Cuts of benches, light standards.

3. Demolition drawings and temporary work required.

4. Architectural drawings shall include at a minimum:

    a. Floor plans of each floor, including basement and lofts or attic with room and corridor dimensions, wall thicknesses, column locations, floor elevations, mechanical and electrical openings, door and window designations, partition types, floor materials, built in furniture and equipment, keyed to other architectural drawings. All rooms numbered.
    b. Large scale floor plans where required to illustrate detailed requirements of rooms.
    c. Large scale plans showing key areas e.g. lobby, special spaces. Indicate surface materials. (minimum scale ¼" = 1'- 0")
    d. Roof plans showing openings, drainage, slopes, expansion joints and all projections, including equipment.
    e. Key plans on all floor plans and section drawings, where appropriate.
    f. Building Sections as required to show spatial organization of building but no less than one longitudinal and one transverse.
    g. Building elevations. All building elevations shall be fully developed, and hidden elevations shall be shown. Elevations shall be shown in a sequence as unfolded from a certain point.

h. Full height wall sections indicating dimensions, flashing, anchorage, reinforcing, coursing, cladding, and all other conditions at wall, roof, foundation, interior floors.
i. Exterior details, for roofing, flashing, expansion control and construction joints, waterstops and other details showing all conditions both vertical and horizontal, including schedules.
j. Door, window, entrance, and storefront, schedules, and details.
k. Vertical circulation plans, sections and details including stairs, elevators, conveyors, dumbwaiters.
l. Interior elevations of all significant and typical spaces.
m. Interior details including casework, paneling surfacing and acoustical treatment.
n. Reflected ceiling plans coordinated with fire protection, mechanical and electrical drawings, and ceiling details.
o. Schedules (clearly define new or existing)
    i. Doors
    ii. Equipment, e.g. for services
    iii. Partitions
    iv. Finishes

5. Structural drawings shall indicate the following:

    a. Indicate or refer to location of geotechnical exploration data and reports related thereto.
    b. Foundation plans with bottom grades showing layout of all footings, walls, slabs on grade including reinforcing, grade beams, and columns; include design soil bearing pressures and live loads.
    c. Floor and roof plans of structural systems including framing, grades of finished floors and depressed areas, with locations and dimensions for all openings. Also indicate design floor loads.
    d. Complete foundation wall elevation and typical sections, with reinforcing indicating location, dimensions and grades for all footings, steps and wall openings.
    e. Complete details and sections with dimensions for all construction including expansion and construction joints, reinforcing and other embedded items.
    f. Schedules (with dimensions) for all lintels, beams, joists, and columns.
    g. Unless detailed on the Drawings, the following information shall appear in the general notes: class and 28 day strength of concrete for each portion, structural steel and concrete reinforcing design stresses for each type of structural member, concrete cover for each type of structural member, shrinkage and temperature steel requirements, reinforcing laps for main reinforcing and temperature steel; bendpoint, cutoff, and hook locations for all members, minimum beam and lintel bearing. Reinforcing steel fabrication shall be in accordance with most recent ACI, "Manual of Standard Practice for Detailing Reinforced Concrete." Structural steel fabrication shall be in accordance with the AISC "Manual of Steel Construction."

6. Fire protection drawings shall indicate standpipe systems, sprinkler systems, suppression systems, access panels, fire pumps, accessories, and piping. All piping, equipment, fixtures and devices shall be located and sized. Design criteria shall be provided on the drawings in accordance with NFPA requirements.

    a. Fire protection work, other than site work, shall not be combined on the same sheets with the Plumbing, HVAC, Electrical, or other drawings except with the prior approval of the Owner.

7. Plumbing drawings shall indicate the following:

    a. All work done by the Plumbing Subcontractor, which includes all water, gas, air, vacuum, medical gases, sanitary and storm wastes, and accessories. Include foundation drain lines unless established as the work of the General Contractor and shall not be indicated on the Plumbing Drawings. Site utilities shall be indicated on the utility drawings.
    b. Plumbing work, other than site work, shall not be combined on the same sheets with the Fire Protection, HVAC, Electrical, or other drawings except with the prior approval of the Owner.
    c. Trapping and venting of all plumbing fixtures including floor drains.
    d. Water and gas supply sources, storm and sanitary discharge mains.
    e. All piping shall be carefully sized and all sizes shall be indicated on drawings and riser diagrams. Indicate all directions of flow and pitch on piping.
    f. All accessories, valves, fixtures including all drinking fountains, grease traps for kitchen waste and all necessary panels, identified as to type and size.
    g. All piping and connections required for other trades (e.g., kitchen equipment, HVAC make-up water, etc.).
    h. Acid waste, vents and neutralization systems for laboratories.
    i. Plumbing Legend and/or graphical symbols on the first sheet of the Plumbing Drawings in accordance with the American National Standards Institute (ANSI).
    j. Plumbing riser diagrams for structures two or more stories in height above the ground level.
    k. Domestic water booster pumps, boiler feed water, meter location, hose bibbs, and wall hydrants.
    l. Domestic hot water: storage tanks, piping material, hanger details.
    m. All required access panels shall be indicated.
    n. Backflow preventors and cleanouts. Verify that access and clearance provisions for periodically inspected devices, including backflow prevention, are adequate to satisfy requirements of inspecting agencies.

8. Heating, Ventilating and Air Conditioning Drawings shall indicate the following:

a. HVAC work, other than site work, shall not be combined on the same sheets with Fire Protection, Plumbing, Electrical, or other drawings except with the prior approval of the Owner.
b. All piping and ductwork systems shall be located and sized. All ductwork shall be shown double line.
c. All systems shall be sized at all reductions and riser diagrams of piping and duct systems shall be indicated.
d. All directions of flow and pitch on piping, and direction of flow, volumes for duct systems shall be indicated.
e. All equipment shall have sufficient servicing and/or replacement space indicated on drawings.
f. All equipment, accessories, valves and dampers with all necessary access panels, identified as to type and size. Access panels, where required for access to valves and dampers shall be indicated on drawings.
g. Cooling system pumps, chillers, cooling towers, air handling units, ductwork system and dampers, fan details, temperature control system, air and hydronic balancing equipment, and schedules shall be indicated.
h. Cooling tower design shall be indicated on the drawings showing site location, elevations and floor plan of equipment layout and typical flow diagram as related to the total HVAC system.
i. All fire and smoke dampers, access panels and doors.
j. Mechanical room designs:
    i. Vent pipes for safety valves, relief valves, back pressure valves and tanks shall be extended above flat roofs in accordance with all governing authorities.
    ii. In all designs for boiler and refrigeration plants, include a complete floor plan indicating location of all major mechanical equipment and sufficient service space.
    iii. In designs of new and/or replacement boiler and refrigeration plants, provide a flow diagram detailing steam or hot water distribution systems, return systems, including all existing equipment and their function, as well as any proposed expansions with all necessary instrumentation and controls.

9. Electrical Drawings shall indicate the following:

a. Site utilities shall be indicated on separate electrical site drawings, unless ample space is available on common site for utility drawings.
b. Electrical work, other than site work, shall not be combined on the same sheets with Fire Protection, Plumbing, HVAC, or other drawings except with the prior approval of the Owner.
c. General arrangement: Outline layout of each floor. Typical sections through the structure shall be indicated when necessary to define requirements, floor and ceiling heights, elevations, and type construction, including concrete pads shall be indicated. Indicate interface with other systems. Identify any work by general contractor or other trades.
d. Interior lighting system: Light fixture schedules, circuiting location and mounting heights of all fixtures, receptacle and switch outlets, sizes and

types of all lamps, conduits, all other accessories and riser diagrams shall be indicated on drawings. Indicate details and method of supporting electrical fixtures and conduits. Designer shall specify that all electrical lighting fixtures be supported from the building structure, and shall be independent of ducts, pipes, ceilings and their supporting members. Comply with seismic design criteria.

e. Power system: Locations, types and method of control for all motors, heaters, appliances, controllers, starters, branch circuits, feeder conductors and conduits. Indicate riser diagrams. Show details and indicate method of supporting electrical conduit. For larger projects, thermostats and control wiring are normally covered under the HVAC sub-contract, assure coordination.
f. Fire Alarm, Data, Communications, CATV/CCTV Systems: Locations and types of all devices, outlets and equipment, service connections, wiring diagrams, all other essential details.
g. Services: Location and details of all services, whether overhead or underground, feeder sizes, plans and elevations of switchgear and transformers, metering and service switchboard arrangements, wiring and ground fault diagram and bus ducts.
h. General and sub-stations: Location, size, method of connection and protection of all generators, transformers, exciters, motor generators, switch gear, and associated equipment, current characteristics and equipment capacities. Indicate equipment connections by means of one line and/on wiring diagrams and schedule all major items of equipment and all instruments.
i. Underground work: The size and locations of manholes and types of cables, number, size, and location of ducts, locations, sizes and types of cable supports, fireproofing, duct line profile, and one line diagram of connections. All underground chambers, including manholes and pull-boxes, shall be constructed of cast in place or one piece pre-cast concrete.
j. Pole line work: if required as contract work, indicate location, length, treatment and class of poles, guying, cross arms, insulators, circuiting, transformers, protective and switching devices, lightning arresters, special structures, diagrams, current characteristics and grounding.
k. Exterior lighting: Location, size, and type of transformers, luminary, poles, light standards, cables, ducts, and manholes, details of control equipment and connection diagrams.
l. Emergency system details including transfer switch, type of fuel.
m. One line diagram indicating load KVA, and available short circuit amperes at each transformer, switchboard, distribution panel board, branch circuit panel board, and at major pieces of equipment.
n. Riser diagrams for all systems.

7.6.8 Project Manual Requirements:

(a) The format for the Project Manual, including its technical specifications, shall be in accordance with the current CSI MasterFormat with separate sections for each of class of work required by M.G.L. c. 149 §44F.

(b) The following general information applies to the development of final Specifications:

1. Describe the extent of the work, the materials and workmanship, and include the work under the proper section. If any portion of the work included in a section of the Specifications is to be performed by a trade covered by another section, there shall be clear and distinct cross-referencing between the sections. Merely to state "by others" is not acceptable.
2. For each item of material or equipment, the specifications shall provide for a minimum of three named brands of material or equipment and the words "or equal" or a description of material or equipment which can be met by a minimum of three manufacturers or producers, and the words "or equal." Proprietary products shall not be specified except as provided by M.G.L. c. 30, § 39M; however, when they are specified, proprietary specifications are subject to the "or equal" provisions of M.G.L. c.30, § 39M.
3. Specify materials mined or manufactured in Massachusetts first and the United States of America second whenever possible.
4. Do not use general clauses intended to be all-inclusive in lieu of complete descriptions.
5. Do not duplicate standard requirements that are contained in the contract form.
6. Use consistency throughout. The word "will" shall be used to designate what the Owner, Authority, Owner's Project Manager, Commissioning Consultant, or the Designer can be expected to do, and the word "shall" shall be used to designate what is mandatory for the Contractor or subcontractors to do.
7. Use the same term throughout for the same subject and the term shall be the same as that used on the drawings.
8. Do not use the term "etc."
9. Avoid such terms as "to the satisfaction of the Designer," "as directed by the Designer," "as approved," and "as required".
10. Specify work in appropriate Sections according to local trade jurisdiction.
11. Avoid the use of the following symbols:

Symbol	Use Instead
#	number, no., or pounds
%	percent
"	inch or in.
x	by
'	feet or ft.
o	degree
/	per or at

12. In sections for which filed sub-bids are required, refrain from using such terms as "the Contractor," the "Heating Contractor," or "the Plumbing Contractor," but where necessary for clarity refer to the "HVAC Subcontractor," the "General Contractor" and the like.

13. Do not give numbers both in words and figures. Numbers less than 10 shall be written in words, 10 and higher numbers shall be written in figures. In expressing dimensions, figures such as 2 in., 16 in., 7 ft., 6 in., shall be used.
14. Each filed sub-bid section shall detail all labor and materials required by the particular sub-trade and list, by number, those drawings (and only those drawings) indicating work of that sub-trade. In addition, list drawings indicating work of a particular trade that appears on drawings that are not customarily included in the work of the trade, when applicable.
15. Do not specify that a product or system shall require prequalification or advance approval for use prior to bidding.
16. Established unit price items shall be used for work categories which cannot be ascertained for exact quantities in bid documents (e.g. earthwork removal and/or replacement items). In such cases, the Designer shall establish ranges of quantities with associated unit price values for each range. Unit price values shall be established for added work, for deleted work, for base bid quantities when conditions so-suggest. Unit price values shall be ascertained through consultation with cost estimators, be current, equitable, and well defined as to elements of work, overhead, like issues to be encompassed. Established unit prices shall be published within the applicable technical specification sections, and referenced from general conditions as being operative as the basis for determining values to be used for payment or recovery for change order work.
17. Staging, scaffolding, cutting and patching, refuse collection and disposal, demolition work and cleaning task, allocation policy and proposed language shall be carefully assigned to avoid duplication or omission.
18. A final draft of Project Advertisement, Notice to Bidders, Instructions to Bidders, Contract Forms, General Conditions, Supplementary General Conditions, and other "front end" documents shall be included in the 90% construction documents submittal, along with a final version of all text to appear in Division 1, General Requirements. The Designer may defer insertion of final advertising / bid dates and wage rates, understanding that they are to be established and inserted immediately prior to release of documents for bidding.

7.6.9 Construction Cost Estimate Requirements

The Designer shall provide the construction cost estimates described in Articles 7.6.3 and 7.6.5 in accordance with the following provisions:

(a) The Designer shall review its construction cost estimate in comparison with the detailed construction cost estimate, and any update cost estimates, provided by the OPM and shall work in good faith and in cooperation and coordination with the OPM to reconcile any differences between the cost estimates, to clarify assumptions upon which the cost estimates are based and to address any concerns or questions with the cost estimates that are raised by the Owner, the OPM, or the Authority. If the Designer is unable to reconcile all differences between the two construction cost estimates with the OPM, then the Designer shall provide a detailed explanation of the differences to the Owner and the Authority. If, in any

case, the agreed-upon, reconciled construction cost estimate exceeds the Project Construction Budget, the Designer shall cooperate with the Owner and the OPM in identifying, specifying and recommending changes in materials, equipment, component systems and types of construction, or other adjustments in the scope or materials selections for the Project, including contingencies or alternative bid items, so as to facilitate revision of the design of the Project to reduce the cost of construction so as to comply with the Project Construction Budget.

(b) Cost estimate data shall be organized to identify elements of project work which may be proposed to be advanced under separate construction phases and/or separate bidding packages. When so proposed, estimates shall develop cost data relative to corresponding bidding and work execution dates established in project schedules.

(c) Cost estimates shall be projected to the mid point of the construction period.

(d) The summary sheets shall contain the following:

1. The date that the estimate was prepared. (Value Date).

2. The anticipated bid date.

3. The project and contract number.

4. The title and location of the project.

5. The name of the Designer.

6. The name of the Estimator.

7. The site work cost (including all utilities).

8. The building cost (including fixed equipment).

9. The estimated construction cost of each Phase of the work, totaled.

7.6.10 The Designer shall participate in a final review of the Construction Documents with the Owner, the OPM, and the Commissioning Consultant, and the Designer shall incorporate such changes as are necessary to satisfy the Owner's review comments.

7.7 Bidding Phase

7.7.1 The Designer shall, when authorized by the Owner, prepare for reproduction and distribution the construction bid documents, including advertisements, for receipt of proposals from construction contractors, and for execution of the Owner-Contractor Agreement. The Designer shall prepare all addenda (to include bidder questions and Designer responses), subject to the Approval of the Owner and the Authority. The Designer shall attend the pre-bid conference if one is scheduled, taking note of all questions asked. Relevant questions submitted in writing shall be answered by the

Designer by means of written addenda to the bid documents as required. The Designer shall attend each bid opening and, with the assistance of the Owner's Project Manager, conduct a review of the qualifications of the low filed sub-bidders and general bidder (and of other bidders if necessary) and shall, within five working days of the respective bid opening dates, advise the Owner in writing of the Designer's opinions as to the sub-bidders' bids and as to which general bidder is the responsible and eligible bidder that has submitted the lowest bid.

7.7.2 The Designer shall assist the Owner in the prequalification of prime contractors and subcontractors in the filed sub-bidder or trade contractor scopes of work pursuant to M.G.L. c. 149, §§44D½ and 44D¾ including participation as a member of the Owner's Prequalification Committee.

7.7.3 The Designer shall receive all inquiries relating to the bid documents and, when necessary, answer questions by preparing and issuing written addenda. The Owner shall review and approve all such addenda prior to issuance to bidders.

7.7.4 When sub-bids are required:

(a) Attend sub-bid openings.

(b) Assist in reviewing sub-bids with the Owner for completeness and accuracy.

(c) Assess sub-bid amounts relative to cost estimates.

(d) Assist in checking references of sub-bidders and make written recommendations as to their qualifications, only required for projects in which pre-qualification has not occurred.

(e) Issue a letter of recommendation to Owner upon acceptance of sub-bids, identify any categories to be re-bid and reason(s) therefor.

(f) Prepare and distribute the filed sub-bid tabulation to all prospective bidders. The tabulation shall be reviewed and approved by the Owner prior to its issuance to bidders.

7.7.5 Unless otherwise directed by the Owner, attend and conduct the general bid opening.

7.7.6 Review with the Owner and the Owner's Project Manager general bids for completeness and accuracy.

7.7.7 Review bidder responses for alternates and make written recommendations as to their acceptance.

7.7.8 If the Project has to be re-bid because of a defect in the bid documents prepared by the Designer or in procedures proposed by the Designer, the Designer shall correct the defect and take the necessary actions for re-bidding the Project on proper bid documents without any additional compensation to the Designer.

7.7.9 If within three (3) months after approval of Construction Contract Documents, in final form, the bids of the lowest responsible and eligible bidders or negotiated proposals exceed the approved Project Construction Budget, the provisions of Article 4.10 shall apply.

7.7.10 If the Owner awards a construction contract for an amount that exceeds the amount established in the Project Construction Budget, such an award will not affect the Fee for Basic Services.

7.8 Construction Administration Phase - Obligations During Construction: Following the execution of the Owner-Contractor Agreement, the Designer shall undertake certain of the obligations of administering the Owner-Contractor Agreement on behalf of the Owner, provided that Designer shall not be subject to provisions of the Owner-Contractor Agreement that would have the effect of expanding Designer's responsibilities or liabilities under this Contract without Designer's written consent. Services during this phase include, but are not necessarily limited to:

7.8.1 Upon commencement of construction activities for the Work or early bid packages or at times established in Project schedules, the Designer shall:

(a) Furnish the General Contractor with information for establishing lines and grades and such supplemental drawings as are reasonably needed to implement the intent of the Construction Contract Documents;

(b) With reasonable promptness and in accordance with schedules agreed upon by the Designer and Contractor, observe testing when required under this Contract, and review and act upon samples, schedules, shop drawings and other submissions from the General Contractor;

(c) Prepare, maintain and update logs for all submittals;

(d) Visit the site at intervals appropriate to the stage of construction, weekly or as otherwise agreed to by the parties, and observe the progress of the Work, issue written progress reports, and attend job meetings, and review and respond to meeting minutes prepared by the Owner's Project Manager, and to determine in general if the Work observed is being built in a manner indicating the Work when completed will be in accordance with approved Construction Contract Documents;

(e) Collaborate with the on-site Project Representative of the OPM to identify and monitor issues of concern relative to the progress of the Work, and establish communications processes to help assure that matters of mutual concern are exchanged on a timely basis with one another, the OPM, Commissioning Consultant, and Owner;

(f) On a weekly basis, make specific recommendations on rejection of any Work observed by the Designer that fails to conform to the Construction Contract Documents, and observe corrected Work;

(g) Require each Subconsultant engaged in accordance with Article 5 to make visits weekly or as otherwise agreed to by the parties during the progress of any work to which that Subconsultant 's services relate, and to report upon it in writing to the Designer;

(h) Recommend actions to be taken which may include condemnation or rejection of any work that the Designer determines fails to conform to the Owner-Contractor Agreement;

(i) Review and recommend appropriate action for proposed requests for changes and where required by the Owner, prepare documents associated with requests for a change in any Construction Contract Documents. Compensation for change order work by the Designer shall be determined in accordance with Article 10;

(j) Conduct semi-final and final inspections of the Project and report the results of such inspections in writing to the Owner;

(k) In association with the Commissioning Consultant, review the report by such Commissioning Consultant on the balancing of air and water circulation systems;

(l) In association with the Commissioning Consultant, review the report by such Commissioning Consultant on the setting and adjustment of automatic controls;

(m) In a timely manner, decide all questions regarding interpretation of, or compliance with, the Construction Contract Documents, except as the Owner may in writing otherwise determine;

(n) In association with the Commissioning Consultant, review the recommendations of such Consultant for requirements upon operating and maintenance documents and building user training events and instructional media as established in the Construction Contract Documents; such Consultant or OPM shall coordinate involvement of contracting parties, the Designer, and Owner;

(o) Furnish the Record Drawings as submitted by the General Contractor in accordance with 7.8.3, and other required documents;

(p) Assist the Owner in providing the written Contractor Evaluations required of the Owner pursuant to M.G.L. c.149 §44D(7) at the completion of approximately 50% of the Construction Phase on forms prescribed by M.G.L. c.149 §44D(16);

(q) Perform inspections of the work as necessary to prepare a punch list identifying each incomplete or deficient Work item and performing re-inspections to authorize removal of satisfactorily completed Work items from the punch list, or to determine that the Project is complete. In association with the OPM, a cost shall be assigned to each incomplete or deficient Work item when it has been determined that the Project has reached Substantial Completion; and

(r) Receive from the General Contractor all maintenance and operating manuals, occupancy permits, guarantees and other similar relevant materials.

7.8.2 The Designer shall submit to the Owner's Project Manager within 48 hours all requisitions for payment submitted by the General Contractor in the form required by the Owner. The Designer may establish procedures with the Contractor for advance notification of requisition and/or draft version processing. With respect to each such requisition, the Designer shall certify to the best of its knowledge that the percentage of Work included in the requisition is accurate and that the work performed is in accordance with the Construction Contract Documents. In the event the Designer does not approve the requisition exactly as submitted by the General Contractor, the Designer shall forward it for payment to the Owner's Project Manager dated and signed with corrections and with an accompanying letter of explanation setting forth the Designer's objections and recommended changes. The Designer shall coordinate

the required visits of its own staff and those of its Subconsultants, to the construction site so as to enable it to submit to the Owner's Project Manager the General Contractor's monthly requisition for payment. Timely payments to the Contractor are required by M.G.L. c. 30, § 39K. Therefore, the Designer shall establish procedures to help assure either immediate mail or messenger delivery of the requisition for payment to the Owner's Project Manager, and shall process requisitions for payment within five business days after receipt of the same, provided the Contractor has submitted a full and complete requisition for payment in the correct form.

7.8.3 Prior to issuance of the Certificate of Substantial Completion, the Designer shall obtain from the General Contractor as-built drawings, including drawings showing the actual installation of the site utilities, plumbing, heating, ventilating and electrical work under the Owner-Contractor Agreement, and recording all changes. The Designer shall ascertain that changes authorized by change orders are shown on the General Contractor's as-built drawings, but Designer shall be entitled to rely upon the accuracy and completeness of the Contractor's as-built information, and shall forward such to the Owner as Record Drawings.

7.8.4 Issue the Certificate of Substantial Completion of Construction.

7.8.5 The Designer shall meet with the Owner monthly during this Phase.

7.9 Completion Phase: Upon acceptance of the Certificate of Substantial Completion of Construction by the Owner, the Designer shall thereafter provide the following services:

7.9.1 With respect to a completed Project, preparing a Certificate of Final Completion.

7.9.2 With respect to a punch list, re-inspecting the work up to three times in order to determine that the punch list work is satisfactorily completed.

7.9.3 Reviewing and certifying the Contractor's Application(s) and Certificate(s) for Payment as necessary.

7.9.4 Attending meetings as reasonably necessary in the opinion of the Owner's Project Manager, unless such meetings involve continued discussions of incomplete or deficient work and the Basic Services punch list site visits have been expended. In such instance, the meetings shall be paid for as Extra Services.

7.9.5 Using the as-built information maintained by the General Contractor during construction referred to in Article 7.8.3, and revising the applicable original reproducible drawings and electronic media drawings on the basis of the as-built drawings, provided that Designer shall be entitled to rely upon the accuracy and completeness of the Contractor's as-built information. Upon completion of the required drafting and editing, provide one set of mylar reproducibles, two sets of prints and two (2) electronic version copies to the Owner which shall become the property of the Owner. The cost for printing the mylar reproducibles and two sets of prints are Reimbursable Expenses.

7.9.6 Ten (10) months after the date of substantial completion, performing one (1) site inspection and preparing a list of construction warranty deficiencies. The Designer shall consult with the Commissioning Consultant upon the acceptability of warranty compliance requirements and response actions.

7.9.7 Informing the Owner in writing, through the Owner's Project Manager, of all such warranty deficiencies that should be addressed.

7.9.8 Performing one (1) site inspection within a further sixty (60) days to see that all such warranty deficiencies have been corrected.

7.9.9 Evaluation of Contractor: The Designer shall assist the Owner with providing the written Contractor Evaluations required of the Owner pursuant to M.G.L. c.149 § 44D(7) within 70 days of the date of Substantial Completion for construction, on forms prescribed by M.G.L. c.149 § 44D(16).

7.9.10 Two (2) suitably bound legible copies of all original design and quantity calculations including those pertinent to change orders and shop drawings if applicable shall be furnished by the Designer to the Owner at the conclusion of the Owner-Contractor Agreement.

ATTACHMENT B.3
DESIGNER SERVICES CONTRACT AMENDMENT FOR CM-AT-RISK

7.5 CM at Risk Construction Delivery Method

7.5.1 CM at Risk Prequalification & Selection

(a) The Designer shall participate as a member of the Owner's CM at Risk Prequalification Committee and CM at Risk Selection Committee pursuant to M.G.L. c. 149A, §§ 5 & 6.

(b) The Designer shall, when authorized by the Owner, prepare for reproduction and distribution all project design documents, that are required for the solicitation and receipt of qualifications and proposals from CM at Risk firms pursuant to M.G.L. c. 149A, §§ 5(b) & 6(a). The Designer shall prepare all addenda (to include questions from CM at Risk firms and Designer responses), subject to the approval of the Owner. The Designer shall attend a pre-proposal conference, and existing site and building tour if either or both are to be scheduled, taking note of all questions asked. Relevant questions submitted in writing shall be answered by the Designer in conjunction with the OPM by means of written addenda to the RFQ or RFP described below, as required.

(c) As a member of the Owner's CM at Risk prequalification committee, the Designer shall review and evaluate in conjunction with the Prequalification Committee, the Statements of Qualifications received from CM at Risk firms on the basis of the evaluation criteria established in the RFQ and shall make appropriate recommendations regarding the selection of qualified CM at Risk firms to receive a request for proposals from the Owner in accordance with the provisions of M.G.L. c. 149A, § 5(f).

(d) As a member of the Owner's CM at Risk selection committee, the Designer shall review and evaluate the RFP's received from prequalified CM at Risk firms on the basis of the evaluation criteria included in the RFP. The Designer shall make appropriate recommendations regarding the evaluation and ranking of RFP's and the conducting of interviews, if any, in accordance with the provisions of M.G.L. c. 149A, § 6(d), and the applicable regulations and procedures promulgated by the Inspector General. If the Selection Committee elects to conduct interviews of the CM at Risk firms, the Designer shall participate in conducting interviews.

(e) As member of the Owner's CM at Risk Selection Committee, the Designer shall assist the CM at Risk Selection Committee in non-fee negotiations with the CM at Risk until the Selection Committee has reached an acceptable contract with one of the prequalified CM at Risk firms in accordance with M.G.L. c. 149A § 6(e).

(f) If, at any time, the Owner terminates the Owner-CM at Risk contract, the Designer shall continue to provide the Designer Services required under this Contract with

any substitute CM at Risk procured by the Owner. If, as provided by law, the Owner elects to proceed with the Project pursuant to the provisions of M.G.L. c. 149 (design-bid-build), the Designer may continue to provide Designer Services pursuant to a mutually agreeable amendment to this Contract subject to the approval of the Authority.

7.5.2 Design Review for the CM at Risk Construction Delivery Method

(a) The Designer shall provide Designer Services in a manner consistent with the CM at Risk Delivery Method, as defined herein, in all Phases of the Project and shall work cooperatively with the CM at Risk, as well as the Owner, OPM, Commissioning Consultant and the Authority to achieve timely completion of the Project within the Project Construction Budget.

(b) Upon execution of the Owner-CM at Risk Agreement, the Designer shall:

1. meet with the Owner, the OPM and the CM at Risk to discuss issues and to establish procedures for efficient interaction in a cooperative and mutually supportive manner that will permit all parties to perform their contractual obligations. These procedures shall include, but not be limited to: arrangements for the collaboration and coordination between the Designer and the CM at Risk in the preparation and submission of all design phase documents to the Owner; arrangements for discussions concerning all design phase document submittals among the Owner, OPM, CM at Risk and Designer; and arrangements for frequent and productive interactions between the Owner, OPM, CM at Risk and Designer during all the design phases.

2. provide copies of the schematic design drawings, specifications, cost estimates and other submittals to the CM at Risk, to assist the CM at Risk in fulfilling its responsibilities to the Owner. The Designer shall consult with the CM at Risk and provide the CM at Risk with an opportunity to review and comment upon deliverables developed by the Designer during the Schematic Design Phase.

(c) The Designer shall attend and participate in meetings as necessary with the CM at Risk, the Owner and the OPM to resolve all issues.

(d) The Designer shall consult with the Owner, the OPM, and the CM at Risk regarding the sequence of delivery of design services; the selection of materials, building systems and equipment; alternative solutions recommended by the CM at Risk when design details affect construction feasibility, schedules, cost or quality; other value engineering comments and recommendations made by the CM at Risk; comments and recommendations concerning the design documents with respect to clarity, consistency, constructability,

maintainability/operability and coordination among the trades, coordination between the specifications and drawings, compliance with M.G.L. c. 149A for procurement, installation and construction, and sequence of construction, including recommendations designed to minimize adverse effects of labor or material shortages.

(e) The Designer may be required, as a part of Basic Services if previously agreed with the Owner, to prepare plans and specifications for discrete portions of the Work that can be incorporated into separate bid packages for the various Subcontractors who will construct the Project. Such contracts may be awarded concurrently with other contracts or individually, or at different points in time, which may result in the Designer completing portions of the design after commencement of construction of the Project and/or providing Construction Phase services before completion of all design phase services. The design for each separate bid package shall separately be subject to all requirements applicable to the various phases set forth in this Contract and shall be performed in a manner consistent with the provisions of the Project Funding Agreement, including, but not limited to, the Project Construction Budget and Project Schedule.

(f) The Designer shall consult with the CM at Risk concerning the ordering and delivery of products and assemblies and shall identify and describe any long lead products or assemblies that need to be priced and pre-ordered to meet the Project Schedule.

(g) The Designer shall identify and describe any multiple bid packages or fast-tracked construction that will be used and any separate bid packages that will be required.

7.6 Design Development Phase

7.6.1 The Designer shall provide the CM at Risk with an opportunity to review and comment upon design documents developed by the Designer during the Design Development Phase. The Designer shall work cooperatively with the CM at Risk throughout the Design Development Phase of the Project to obtain the benefit of the knowledge and experience of the CM at Risk with respect to design review, value engineering, constructability analysis, cost estimating, cost control, scheduling, coordination of bid packages, phasing, and other services and, with the approval of the Owner, the Designer shall thereupon incorporate recommended and mutually accepted changes into its design documents.

7.6.2 Upon receipt of an Approval to proceed to the Design Development Phase, the Designer shall meet regularly and as necessary with the Owner, the OPM, the CM at Risk and the Authority. This shall include meeting at least once every other week with the Owner, the OPM and the CM at Risk during this Phase.

7.6.3 Upon receipt of an Approval to proceed to the Design Development Phase, the Designer shall update and refine items submitted during the Schematic Design Phase, and shall submit to the Owner, CM at Risk, and the Authority, on or before the date specified in the Project Schedule, and on the basis of the approved Schematic Design Phase Documents, the following deliverables as they are defined in this Article 7.6.3 and as they are further defined in Articles 7.6.4, 7.6.5, 7.6.6, 7.6.7, and 7.6.8:

(a) a list of all filings and permits within Designer's scope of services and professional expertise required to implement the design and a schedule of target dates for the procurement of such permits, which list and schedule shall be regularly updated during the term of this Contract;

(b) information and documentation within the technical expertise of the Designer and that is necessary for the Owner to file local basic zoning and environmental permits. The Designer, as Extra Services, shall provide information and documentation for the Owner to file Environmental Notification Forms, Environmental Impact Reports, and any other filings for permits that must be filed during the design development phase;

(c) soils exploration data, geotechnical and geoenvironmental reports, showing exploratory locations relative to siting of proposed structures;

(d) complete design development drawings; outline specifications indicating any filed sub-bid sections and sub-sub trades based on the cost of the work and other documents necessary to specify the size and character of the Project as to siting, landscape, architectural, structural, fire protection, plumbing, heating, ventilating and air conditioning, electrical, ADA/MAAB, product requirements, and other features;

(e) quality control documentation demonstrating, without limitation, coordination of: ceiling clearances, mechanical room size, and shaft sizes; specifications and drawings; filed sub-bid work or sections; scheduling; equipment and power; existing and new construction; and phasing;

(f) design development drawings which the Designer shall submit for review to the local building official;

(g) a life cycle cost analysis to determine which design decisions related to all energy and water consuming devices and overall building operation and maintenance are the most cost effective [M.G.L. c. 149, s. 44M];

(h) a construction cost estimate for the design in Uniformat II Level 3 format, with unit rates and quantities supporting each item and reconciled with the detailed construction cost estimate and any updated cost estimates in accordance with Article 7.6.7. The estimate cost shall be projected, to the mid point of the construction period;

(i) a space measurement analysis for the design verifying that the sum of all program areas in the Project plus all other floor areas in the Project equals the gross floor area of the Project;

(j) a written summary or summaries comparing the project design, as represented in the design development drawings, specifications and cost estimates with the Final Design Program requirements, and explaining any deviations in writing.

7.6.4 Design Development Drawing Requirements: The Design Development drawings shall illustrate and describe the refinement of the design of the Project to a level of detail that is customary and standard, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. Drawings shall delineate locations and elements of Work which may be proposed to be assigned to project construction phases and/or separate bidding packages. Documents shall include, but not be limited to, the following:

(a) Site and utility drawings showing;

1. Existing and proposed contours and locations of the proposed building or addition(s). Show entry level elevation and key exterior grades at perimeter. Indicate all retaining walls. Include benchmarks of site if survey is available.
2. All utilities existing and proposed, indicating location, elevation, composition and size e.g., manholes, sewers, hydrants, light standards. Include work by others, e.g., gas and electric utility providers.
3. Roads, laid out parking areas, walks, recreation areas, terraces and other site improvements.
4. Building locations fixed and referenced from main survey baseline, if available.
5. Plant materials with preliminary schedule.

(b) Building drawings and other graphic and written requirements with floor plans showing: (minimum scale 1/8" = 1'0");

1. building perimeter with exterior wall thicknesses and overall dimensions;
2. structural grid;
3. plan requirements of mechanical and electrical systems;
4. building core; elevators, stairs, shafts, toilet rooms;
5. interior partitions; appropriate thicknesses and dimensions to fix basic organizations; indicate fire separations, ratings;
6. door swings;
7. floor elevations;

8. built-in furniture and equipment; and
9. furniture layout concept drawings.

(c) Roof plans showing:

1. proposed systems type;
2. pitch and drainage patterns;
3. roof drains, gutters and scuppers;
4. skylights, stairs through roof, penthouses, major equipment, chimneys.

(d) Building sections: One transverse and one longitudinal section. Indicate floor to ceiling heights and floor-to-floor heights. Label all spaces;

(e) Building elevations showing:

1. full height elevations including roof structures, e.g., mechanical equipment, chimneys, and penthouses;
2. floor elevations, floor-to-floor heights, and overall height related to benchmarks on site plans;
3. all fenestration;
4. column centerlines;
5. principal finish materials indicating major control and expansion joints, and divisions of materials where required;
6. louver and equipment enclosure systems; and
7. exterior grades and topographical features in context.

(f) Full height wall sections for main elevations and at special conditions. Show foundation and perimeter treatment, wall construction including insulation and supporting structure, fenestration and mechanical penetrations, and floor construction;

(g) Interior elevations: Major spaces, e.g. library, lobby; and all typical spaces, e.g. classrooms;

(h) Reflected ceiling plans: show prototypical structural, fire protection, mechanical and electrical information for classrooms and major spaces, including lighting layouts with ceiling heights and material changes;

(i) Colored interior elevations and perspectives of major and typical spaces;

(j) Schedules:

1. finish schedule by room types;
2. door schedule by room;
3. window schedule;

4. equipment schedules, e.g., food service, instructional media.

(k) Structural Concepts:

1. Foundation plan showing sizes and locations of typical components.
2. Framing plans: typical floor framing, roof framing, special framing, show framing at major openings and sizes of members.
3. Column locations.
4. Preliminary details including floor and roof deck, statements as to methods of lateral bracing and how requirements of earthquake code will be met.
5. Details for special and/or incidental structural features, e.g. tunnels, connecting bridges and unique architectural features.
6. Connection to existing buildings at foundation and at key points at existing structure if applicable.

(l) Fire Protection: floor plans indicating wet or dry type systems, hose racks or cabinets and fire department tie-ins. Indicate whether a fire pump will be required and, if so, show location within the building. Show typical sprinkler head layout;

(m) Plumbing and sanitary systems: floor plans indicating locations of all plumbing fixtures and special features, and approximate location and size of all piping systems and principal items of equipment;

(n) Heating, Ventilating and Air Conditioning Systems;

1. Show locations and approximate sizes of piping systems, air handling systems and principal items of equipment such as compressors or cooling towers.
2. Indicate space requirements of major equipment and their location in mechanical rooms and fan rooms. Major shafts.

(o) Electrical Systems;

1. Calculations showing total electrical load.
2. All services including those for special purposes shall be located and indicated.
3. Lighting shall be indicated as to type, location and intensities in foot-candles for each special and typical space.
4. Switchgear and emergency generator.
5. Fire alarm system drawings showing all initiation and signaling devices, control panels, annunciator panels, etc.
6. Security system drawings.
7. Communications drawings showing chases, major equipment locations and any special distribution requirements.

8. CATV/CCTV drawings showing chases, major equipment locations and any special distribution requirements.
9. Information Technology drawings showing chases, major equipment locations and any special distribution requirements.

7.6.5 Other Consultant's Drawings and Other Graphic and Written Requirements: For special consultants, e.g., kitchen, elevator, library, media room, equipment where appropriate, provide drawings that locate and define the scope of the work. Coordinate with other disciplines. Provide cuts of all major pieces of equipment.

7.6.6 Project Manual Requirements (Specifications):

(a) Outline Specifications that are to accompany Design Development Drawings shall be prepared to a level of detail that is standard and customary and shall include, but not be limited to, a comprehensive description of the Project and the materials proposed for use in the work. No detailed specifications of materials or workmanship procedures need be included; however, the general scope shall be indicated by CSI MasterFormat as applicable to proposed construction.

1. The Design Development Outline Specification shall also include a comprehensive "BASIS OF DESIGN." The "BASIS OF DESIGN" shall be a narrative description of the Project and shall include all applicable architectural, civil, structural, mechanical and electrical programs and/or systems. Identify all proposed filed sub-bid categories.
2. Project Manual shall include a statement to define Work which is proposed to be included in separate construction phases and/or bid packages.

(b) The following is a list of items that shall at a minimum be identified or outlined in this Phase.

1. Site work; clearing, drives, walks, parking areas, fences, excavation, backfill, planting.
2. Footings; on earth, rock, piles, caissons, proposed bearing pressures, boring logs.
3. Foundation walls; type of concrete, reinforcing, type and extent of waterproofing.
4. Footing drains; type, disposal of drainage.
5. Exterior walls: superstructure, type, materials, brick type, alternate cladding, back-up materials, dampproofing material and extent, special features.
6. Roofs; types, vapor barrier, insulation, flashings, all materials.
7. Flashings; general types, all materials, weights, where each type is to be used.
8. Sheet metal; gutters, leaders, others uses, except flashings.
9. Windows; general types, materials, sub-frames, finish, glazing, screens.

10. Doors, exterior and interior; types.
11. Steps, exterior; including platforms and landings' materials.
12. Stairs, interior; including platforms, landings, walls, materials and finishes.
13. Framing; wood, concrete or metal systems in accordance with general design.
14. Partition construction related to room type;
15. Cabinet and casework; types and materials.
16. Food Service Equipment; types and materials.
17. Furring; lathing, plastering, materials and locations.
18. Insulation thermal; types, thicknesses, methods of application and locations.
19. Acoustical treatments; types, thicknesses, methods of application and location.
20. Interior finishes; materials for floors, walls, bases, wainscots, trim, ceilings, ceiling heights.
21. Fire Protection; standpipe systems, sprinkler systems, fire pumps and accessories.
22. Water supply; source; location of main to which connection will be made; type of pipe for service main; load requirements; load factors and pressures.
23. Sanitary sewers; sewage disposal system, pipe and other materials.
24. Storm sewers; storm drainage disposal system (institution or local facility), pipe and other materials.
25. Gas main; material, size, location. Interface with utility company.
26. Plumbing; systems such as wastes, vents, hot water, cold water, gas, air, oxygen, vacuum, main source of supply, materials for each, water heaters, pumps, thermal insulation fixture quality, all special features.
27. Heating, ventilating and air conditioning; type of heating and refrigeration plants, type and capacity of boilers and cooling equipment, fuel, type of burners, fuel storage, heaters, feed water pumps and heaters, thermal insulation, type of heating medium, supply and return piping, radiation, unit heaters, radiant heating, principal air conditioning equipment types, special features, supply, return and exhaust ductwork.
28. Electric work; service connection, location, institution or public utility, overhead or underground, transformers including type and location, types of conduit and wiring, types of fixtures, location of main switchboard, radio, fire alarm, telephone, public address, emergency lighting and wiring, emergency or other generators, special features, including Master TV, information retrieval and/or data processing system.

29. Elevators, dumbwaiters and platform lifts; capacities, speed, travel in feet, landings, operation, controls, platform sizes, machine type and location, car and entrance finishes, signals.

30. Other built-in equipment, types and materials.

31. Special features.

7.6.7 Construction Cost Estimate Requirements – The Designer shall provide a construction cost estimate in Uniformat II Level 3 format with aggregated unit rates and quantities supporting each item referenced in Article 7.6.6(b). The estimate cost shall be projected, to the mid point of the construction period.

The Designer shall review its construction cost estimate in comparison with the detailed construction cost estimate, and any updated cost estimates, provided by the CM at Risk and/or OPM and shall work in good faith and in cooperation and coordination with the CM at Risk and/or OPM to reconcile any differences between the construction cost estimates, to clarify assumptions upon which the cost estimates are based and to address any concerns or questions with the cost estimates that are raised by the Owner, the OPM, the CM at Risk, or the Authority. If the Designer is unable to reconcile all differences between the two construction cost estimates with the CM at Risk, then the Designer shall provide a detailed explanation of the differences to the Owner. If, in any case, the agreed-upon, reconciled construction cost estimate exceeds the Project Construction Budget, the Designer shall cooperate with the Owner, the OPM, and the CM at Risk in identifying, specifying and recommending changes in materials, equipment, component systems and types of construction, or other adjustments in the scope or materials selections for the Project, including contingencies or alternative bid items, so as to facilitate revision of the design of the Project to reduce the cost of construction so as to comply with the authorized Project Construction Budget.

Cost estimate data shall be organized to identify elements of project work which may be proposed to be advanced under separate construction phases and/or separate bidding packages. When so proposed, estimates shall develop cost data relative to corresponding bidding and work execution dates established in project schedules.

7.6.8 Reports, drawings, specifications, cost estimates and other design development submittals shall be subject to the written approval of the Owner and the Authority. Unless a lesser number is requested by the Owner, the Designer shall submit to the Owner for approval six (6) copies of Design Development drawings, specifications, cost estimates, and other submittals. Two (2) copies shall be submitted to the Authority by the Designer. The Designer submit to the CM at Risk one copy (1) of Design Development drawings, specifications, cost estimates and other submittals to assist the CM at Risk in fulfilling its responsibilities to the Owner.

7.6.9 The Designer shall present and explain the Design Development submittal to the Owner and the Authority and at a local public meeting scheduled by the Owner, if any such meeting is scheduled or in conference.

7.6.10 The Designer and its Subconsultants shall collaborate with the Authority's Commissioning Consultant to develop design criteria which will support the purposes of building commissioning and energy/resources conservation concepts as commonly understood and as prescribed by the Commissioning Consultant.

7.7 Construction Documents Phase:

In addition to the requirements specified in the RFS (Attachment B), upon receipt of an Approval to proceed with the Construction Documents Phase of the Project from the Owner, the Designer shall do the following:

7.7.1 The Designer shall provide the CM at Risk with an opportunity to review and comment upon design documents developed by the Designer during the Construction Documents Phase. The Designer shall work cooperatively with the CM at Risk throughout the Construction Documents Phase of the Project to obtain the benefit of the knowledge and experience of the CM at Risk with respect to design review, value engineering, constructability analysis, cost estimating, cost control, scheduling, coordination of bid packages, phasing, and other services and, with the approval of the Owner, the Designer shall thereupon incorporate recommended and mutually accepted changes into its design documents.

7.7.2 The Designer shall meet regularly and as necessary with the Owner, the Authority, the OPM, the CM at Risk and the Commissioning Consultant. This shall include meeting with the Owner at least twice per month (or more frequently if needed) during this Phase.

7.7.3 Based on the submittals approved in the Design Development Phase of the Project, the Designer shall update and refine the items previously submitted and shall submit the following to the Owner, the CM at Risk, and the Authority on or before the date and time specified in the Project Schedule:

(a) Construction documents progress submittals as follows:

1. a 60% Construction Documents Submittal, with deliverables as defined in Article 7.7.4;
2. a 90% Construction Documents Submittal, with deliverables as defined in Article 7.7.5;
3. a Final Construction Documents Submittal, with deliverables as defined in Article 7.7.6;
4. a Bid Documents Submittal, with deliverables as defined in Article 7.7.7

(b) As a part of each of the submittals required under Articles 7.7.4, 7.7.5, and 7.7.6, an updated work plan and recommended updates for incorporation into the Project Schedule by the OPM;

(c) As a part of each of the submittals required under Articles 7.7.4, 7.7.5, and 7.7.6, a report on the status of environmental, zoning, planning, building code, and ADA/MAAB approvals and permitting processes and a certified list of all required testing and all required permits identified in 7.6.3 (a).

(d) All submittals by the Designer shall be subject to the written approval of the Owner, which approval shall not be unreasonably delayed, withheld, conditioned, or denied. Unless a lesser number is requested by the Owner or is specifically provided hereinafter, the Designer shall furnish to the Owner for approval six (6) sets of the drawings, specifications, construction cost estimates and all other submittals. Unless a lesser number is specifically provided hereinafter, the Designer shall furnish two (2) sets of said drawings, specifications, construction cost estimates and all other submittals to the Authority and shall furnish one (1) set thereof to the CM at Risk. The Designer shall also furnish to the Owner, the Authority, and the CM at Risk electronic media copies of the foregoing drawings and documents in such form as may be required by the Authority.

7.7.4 The 60 Percent Construction Documents Submittal:

(a) The Designer shall provide, on or before the date and time specified in the Project Schedule, a 60 % Construction Documents Submittal (60% CD Submittal), which shall include:

1. Construction Documents and other deliverables, as defined in this Article 7.7.4 and as further defined in Articles 7.7.3, 7.7.8, 7.7.9, and 7.7.10, advanced to a level of intermediate (60 percent) completion, and incorporating corrections to indicate compliance with Owner and Authority review comments related to prior submittals.

2. In instances where the Designer takes exception to the Authority's previous review comments on the Design Development submittal, a written statement explaining its position.

3. The Basis of Design that accompanied the Outline Specifications in the Design Development Phase shall be updated and expanded to include all proposed architectural, structural, fire protection, plumbing, mechanical, electrical, civil, and landscape design concepts for the Project.

4. A space summary, in the form and format prescribed by the Authority, that sets forth the current space calculations and totals and certifies that said space calculations and totals are in compliance with those previously authorized by the Authority in the Project Funding Agreement.

5. Keying of graphics shall be sufficient to allow a reviewer to make his or her way through the set.

6. A list of all drawings related to the Project.

7. A materials selection statement identifying typical interior and exterior surfaces and their materials.

8. A color theory statement indicating proposed paint colors and material selections for typical and special spaces and why they have been selected and how these selections relate to surrounding materials and colors.

9. Large scale plans of all mechanical and electrical spaces with major equipment indicated.

10. Project Manual, including all sections to be included in final technical specifications, developed to include a list of all materials in the building with their manufacturers. Identify all specifications sections which need to be filed sub-bid.

11. Identify all proposed bid alternates by inclusion in a project manual section to be titled "Alternates." Alternates shall be listed in sequence as approved by the Owner. Work required under bid alternates shall be described and/or drawn, as appropriate, to clearly define the design criteria and extent of work involved for implementation of the bid alternate. In each instance, the existing conditions and/or new design criteria for base bid work shall also be described and indicated in documents.

12. Code analysis: Provide a building code analysis. Any deviation from methods of compliance described in earlier submittals shall be indicated. Code analysis shall identify its preparer, code edition referenced, and include a comprehensive description of operative building code provisions, with floor plans showing fire separation types, area calculations, egress capacity for exits and exitways, and any special features required to comply.

(b) As a requirement of the 60% CD Submittal, and in accordance with the provisions of this paragraph and Article 7.7.10, the Designer shall provide a construction cost estimate prepared using the Uniformat II Classification to Level 3, the CSI MasterFormat 6-digit format to Level 3 and MGL c.149 §44F (filed sub-bid) format including quantities of all materials and unit prices of labor, equipment, and materials as well as a cost estimate for each item of work, for review by the Owner, the CM at Risk and Authority. The Designer shall submit said construction cost estimate separately, as a supplement to the 60% CD

Submittal, no later than twenty-one days after the submission of the 60% CD Submittal described in Article 7.7.4(a). The development of said construction cost estimate shall under no circumstances delay the timely submission of the remainder of the 60% CD Submittal.

7.7.5 The 90 Percent Construction Documents Submittal:

(a) The Designer shall provide, on or before the date and time specified in the Project Schedule, a 90 % Construction Documents Submittal (90% CD Submittal), which shall include:

1. Construction documents and other deliverables as defined in this Article 7.7.5 and as further defined in Articles 7.7.3, 7.7.8, 7.7.9, and 7.7.10, advanced to a level of substantial (90 percent) completion, and incorporating corrections to indicate compliance with Owner and Authority review comments related to prior submittals.

2. A space summary, in the form and format prescribed by the Authority, that sets forth the current space calculations and totals and certifies that said space calculations and totals are in compliance with those authorized by the Authority in the Project Funding Agreement.

3. Interior Materials Color Boards, including samples of principal interior materials, labeled and mounted to indicate locations.

4. Final structural and energy design calculations.

5. A statement confirming that the Owner has been provided with structural design drawings, specifications, and calculations sufficient to enable execution of an independent structural peer review process, as defined in the Massachusetts Building Code, as amended (this requirement is applicable, to satisfy Authority requirements for all school construction projects having a floor area in excess of 10,000 square feet). The Designer shall have advised the Owner of this requirement in writing not less than sixty (60) days prior to delivery of the 90% CD Submittal in order for the Owner to arrange for the services of an Independent Structural Peer Reviewer. Upon reaching 90 percent completion of construction documents, Designer's structural engineering consultant shall have reached a level of 100 percent completion of its construction documents to enable advancement of the independent structural peer review.

6. The Designer and its consultants shall fully cooperate with the Independent Structural Peer Reviewer in the process. The Designer shall obtain a copy of the Independent Structural Engineering Review report and submit same to the

Owner and the Authority at the time of completion of the remainder of the construction documents at the level of final completion.

7. In instances where the Designer takes exception to any of the Authority's 60% CD Submittal review comments, a written position statement explaining the Designer's position on its exceptions to said review comments.

7.7.6 Final Construction Documents Submittal:

(a) The Designer shall provide, on or before the date and time specified in the Project Schedule, a Final Construction Documents Submittal, which shall include:

1. Construction documents and other deliverables as defined in this Article 7.7.6 and as further defined in Articles 7.7.3, 7.7.8, 7.7.9, and 7.7.10, advanced to a level of final (100 percent) completion, and incorporating corrections to indicate compliance with Owner and Authority review comments related to prior submittals.

2. a final construction cost estimate, in accordance with the provisions of this paragraph and Article 7.7.10, based on 90% Construction Documents, including cost estimates for general conditions, overhead and profit, insurance, bonds, and all other items; and allowances expressed as percentage rates for design contingencies and construction contingencies and escalation to the bid date; and other mutually agreed upon contingencies. The final construction cost estimate shall be prepared in Uniformat II Elemental Classification to Level 3 (Sections A-G inclusive), the CSI MasterFormat to Level 3 and M.G.L. c.149, §44F (filed sub-bid) format and shall be complete with a single line description for each item with the detailed unit rate or item cost buildup provided in each case.

3. complete construction drawings and specifications, certified by the Designer as having satisfied the firm's quality control review process as previously confirmed with the Owner, in sufficient detail to permit fixed-price bids in open competition for construction of the Project when documents have been approved for issuance for bidding.

4. no later than at the 100% stage of completion of the final drawings and specifications, two sets of the final drawings and specifications that shall be provided to the local building official to be signed and stamped "Approved" by the local building official; two sets of plumbing drawings and specifications that shall be provided to the local plumbing inspector to be signed and stamped "Approved" by the local plumbing inspector; two sets of the fire protection, HVAC, and electrical construction documents that shall be provided to the local fire official to be signed and stamped "Approved" by the local fire official; two sets of the electrical construction documents that shall

be provided to the local electrical inspector to be signed and stamped "Approved" by the local electrical inspector. Notwithstanding the foregoing, the Owner acknowledges that building officials, department inspectors, and fire officials have varying policies on approvals and submittal procedures, and the only obligation of the Designer in this regard is to promptly make the submittals described herein and assist the Owner or CM at Risk in receiving the approvals to the extent available.

5. at the 100 percent stage of completion of final drawings and specifications, a written summary comparing the final construction drawings and specifications and final estimated construction cost with the Final Design Program requirements and submittals made during the Design Development Phase and earlier in the Construction Documents Phase, explaining any significant deviations.

6. In instances where the Designer takes exception to any of the Authority's 90% CD Submittal review comments, a written position statement explaining the Designer's position on its exceptions to said review comments.

7. The Independent Structural Engineering Peer Review Report obtained from the Independent Structural Engineering Peer Reviewer referenced in Article 7.7.5(a)5. The Designer shall include a certification statement from the project structural engineer designer of record to acknowledge receipt of the Report and to indicate response actions pursuant thereto. The Designer shall also forward a copy of said Report to the Building Inspector

8. A certification that all applicable local, state and utility officials have been contacted by the Designer regarding each utility connection and that the persons responsible for permits or connection approval have agreed to the systems' use.

7.7.7 Bid Documents Submittal:

(a) The Designer shall provide, on or before the date and time specified in the Project Schedule, a Bid Documents Submittal which shall include:

1. Construction documents and other deliverables as defined in this Article 7.7.7 and as further defined in Articles 7.7.3, 7.7.8, and 7.7.9, incorporating corrections to indicate compliance with Owner and Authority review comments related to prior submittals.

2. From the construction drawings and specifications approved by the Owner, incorporating such changes as the Owner or the Authority requires, a set of reproducible black and white drawings and original specifications on high quality white bond paper, single-sided, properly packaged, suitable for

reproduction, stamped and signed by all disciplines, that shall be prepared by the Designer and transmitted to the Owner; which documents shall become the property of the Owner as provided under Article 16. Other suitable reproducible media, having the same content shall be substituted, when so directed or authorized by the Owner.

3. Upon receipt of Owner authorization to advance to reproduction the approved documents for distribution to bidders and, upon reproduction thereof, the Designer shall promptly submit complete sets of bid documents to the Owner (two sets), the CM at Risk (one set) and the Authority (one set - half size for Drawings). Any subsequent addenda shall be promptly submitted to the Owner, the CM at Risk, and the Authority.

7.7.8 Drawing Requirements:

The documents prepared during the Construction Documents Phase shall set forth the requirements for construction of the Project to a level of detail that is customary and standard and shall include, but not be limited to:

(a) General information showing drawing index, symbols, abbreviations, notes, location map.

(b) Site drawings shall be complete to define the extent and detail of site work. Show the following:

1. Layout and location of all proposed work including buildings, structures, retaining walls, parking, walls and all other site improvements, with details.
2. Existing and proposed grades and contours including floor elevations, existing structures and topography, survey base line, bench marks and boring locations.
3. Landscaping and planting.
4. All utility service lines, systems and structures for electricity, gas, oil, water, steam, telephone, CATV, fire alarm, sanitary and storm drainage including size, composition, grades and directions of flow.
5. Contract Limit Line and Storage Area for construction materials.
6. All existing foundations, obstructions and other physical characteristics of the site which may affect the construction work.
7. Site survey.
8. Cuts of benches, light standards.

(c) Demolition drawings and temporary work required.

(d) Architectural drawings shall include at a minimum:

1. Floor plans of each floor, including basement and lofts or attic with room and corridor dimensions, wall thicknesses, column locations, floor elevations, mechanical and electrical openings, door and window designations, partition types, floor materials, built in furniture and equipment, keyed to other architectural drawings. All rooms numbered.
2. Large scale floor plans where required to illustrate detailed requirements of rooms.
3. Large scale plans showing key areas e.g. lobby, special spaces. Indicate surface materials. (minimum scale ¼" = 1'- 0")
4. Roof plans showing openings, drainage, slopes, expansion joints and all projections, including equipment.
5. Key plans on all floor plans and section drawings, where appropriate.
6. Building Sections as required to show spatial organization of building but no less than one longitudinal and one transverse.
7. Building elevations. All building elevations shall be fully developed, and hidden elevations shall be shown. Elevations shall be shown in a sequence as unfolded from a certain point.
8. Full height wall sections indicating dimensions, flashing, anchorage, reinforcing, coursing, cladding, and all other conditions at wall, roof, foundation, interior floors.
9. Exterior details, for roofing, flashing, expansion control and construction joints, waterstops and other details showing all conditions both vertical and horizontal, including schedules.
10. Door, window, entrance, and storefront, schedules, and details.
11. Vertical circulation plans, sections and details including stairs, elevators, conveyors, dumbwaiters.
12. Interior elevations of all significant and typical spaces.
13. Interior details including casework, paneling surfacing and acoustical treatment.
14. Reflected ceiling plans coordinated with fire protection, mechanical and electrical drawings, and ceiling details.
15. Schedules (clearly define new or existing)
    a. Doors
    b. Equipment, e.g. for services
    c. Partitions
    d. Finishes

(e) Structural drawings shall indicate the following:

1. Indicate or refer to location of geotechnical exploration data and reports related thereto.
2. Foundation plans with bottom grades showing layout of all footings, walls, slabs on grade including reinforcing, grade beams, and columns; include design soil bearing pressures and live loads.

3. Floor and roof plans of structural systems including framing, grades of finished floors and depressed areas, with locations and dimensions for all openings. Also indicate design floor loads.
4. Complete foundation wall elevation and typical sections, with reinforcing indicating location, dimensions and grades for all footings, steps and wall openings.
5. Complete details and sections with dimensions for all construction including expansion and construction joints, reinforcing and other embedded items.
6. Schedules (with dimensions) for all lintels, beams, joists, and columns.
7. Unless detailed on the Drawings, the following information shall appear in the general notes: class and 28 day strength of concrete for each portion, structural steel and concrete reinforcing design stresses for each type of structural member, concrete cover for each type of structural member, shrinkage and temperature steel requirements, reinforcing laps for main reinforcing and temperature steel; bendpoint, cutoff, and hook locations for all members, minimum beam and lintel bearing. Reinforcing steel fabrication shall be in accordance with most recent ACI, "Manual of Standard Practice for Detailing Reinforced Concrete." Structural steel fabrication shall be in accordance with the AISC "Manual of Steel Construction."

(f) Fire protection drawings shall indicate standpipe systems, sprinkler systems, suppression systems, access panels, fire pumps, accessories, and piping. All piping, equipment, fixtures and devices shall be located and sized. Design criteria shall be provided on the drawings in accordance with NFPA requirements.

1. Fire protection work, other than site work, shall not be combined on the same sheets with the Plumbing, HVAC, Electrical, or other drawings except with the prior approval of the Owner.

(g) Plumbing drawings shall indicate the following:

1. All work done by the Plumbing Subcontractor, which includes all water, gas, air, vacuum, medical gases, sanitary and storm wastes, and accessories. Include foundation drain lines unless established as the work of the CM at Risk and shall not be indicated on the Plumbing Drawings. Site utilities shall be indicated on the utility drawings.
2. Plumbing work, other than site work, shall not be combined on the same sheets with the Fire Protection, HVAC, Electrical, or other drawings except with the prior approval of the Owner.
3. Trapping and venting of all plumbing fixtures including floor drains.
4. Water and gas supply sources, storm and sanitary discharge mains.
5. All piping shall be carefully sized and all sizes shall be indicated on drawings and riser diagrams. Indicate all directions of flow and pitch on piping.

6. All accessories, valves, fixtures including all drinking fountains, grease traps for kitchen waste and all necessary panels, identified as to type and size.
7. All piping and connections required for other trades (e.g., kitchen equipment, HVAC make-up water, etc.).
8. Acid waste, vents and neutralization systems for laboratories.
9. Plumbing Legend and/or graphical symbols on the first sheet of the Plumbing Drawings in accordance with the American National Standards Institute (ANSI).
10. Plumbing riser diagrams for structures two or more stories in height above the ground level.
11. Domestic water booster pumps, boiler feed water, meter location, hose bibbs, and wall hydrants.
12. Domestic hot water: storage tanks, piping material, hanger details.
13. All required access panels shall be indicated.
14. Backflow preventors and cleanouts. Verify that access and clearance provisions for periodically inspected devices, including backflow prevention, are adequate to satisfy requirements of inspecting agencies.

(h) Heating, Ventilating and Air Conditioning Drawings shall indicate the following:

1. HVAC work, other than site work, shall not be combined on the same sheets with Fire Protection, Plumbing, Electrical, or other drawings except with the prior approval of the Owner.
2. All piping and ductwork systems shall be located and sized. All ductwork shall be shown double line.
3. All systems shall be sized at all reductions and riser diagrams of piping and duct systems shall be indicated.
4. All directions of flow and pitch on piping, and direction of flow, volumes for duct systems shall be indicated.
5. All equipment shall have sufficient servicing and/or replacement space indicated on drawings.
6. All equipment, accessories, valves and dampers with all necessary access panels, identified as to type and size. Access panels, where required for access to valves and dampers shall be indicated on drawings.
7. Cooling system pumps, chillers, cooling towers, air handling units, ductwork system and dampers, fan details, temperature control system, air and hydronic balancing equipment, and schedules shall be indicated.
8. Cooling tower design shall be indicated on the drawings showing site location, elevations and floor plan of equipment layout and typical flow diagram as related to the total HVAC system.
9. All fire and smoke dampers, access panels and doors.
10. Mechanical room designs:

a. Vent pipes for safety valves, relief valves, back pressure valves and tanks shall be extended above flat roofs in accordance with all governing authorities.
b. In all designs for boiler and refrigeration plants, include a complete floor plan indicating location of all major mechanical equipment and sufficient service space.
c. In designs of new and/or replacement boiler and refrigeration plants, provide a flow diagram detailing steam or hot water distribution systems, return systems, including all existing equipment and their function, as well as any proposed expansions with all necessary instrumentation and controls.

(i). Electrical Drawings shall indicate the following:

1. Site utilities shall be indicated on separate electrical site drawings, unless ample space is available on common site for utility drawings.
2. Electrical work, other than site work, shall not be combined on the same sheets with Fire Protection, Plumbing, HVAC, or other drawings except with the prior approval of the Owner.
3. General arrangement: Outline layout of each floor. Typical sections through the structure shall be indicated when necessary to define requirements, floor and ceiling heights, elevations, and type construction, including concrete pads shall be indicated. Indicate interface with other systems. Identify any work by other trades.
4. Interior lighting system: Light fixture schedules, circuiting location and mounting heights of all fixtures, receptacle and switch outlets, sizes and types of all lamps, conduits, all other accessories and riser diagrams shall be indicated on drawings. Indicate details and method of supporting electrical fixtures and conduits. Designer shall specify that all electrical lighting fixtures be supported from the building structure, and shall be independent of ducts, pipes, ceilings and their supporting members. Comply with seismic design criteria.
5. Power system: Locations, types and method of control for all motors, heaters, appliances, controllers, starters, branch circuits, feeder conductors and conduits. Indicate riser diagrams. Show details and indicate method of supporting electrical conduit. For larger projects, thermostats and control wiring are normally covered under the HVAC sub-contract, assure coordination.
6. Fire Alarm, Data, Communications, CATV/CCTV Systems: Locations and types of all devices, outlets and equipment, service connections, wiring diagrams, all other essential details.
7. Services: Location and details of all services, whether overhead or underground, feeder sizes, plans and elevations of switchgear and

transformers, metering and service switchboard arrangements, wiring and ground fault diagram and bus ducts.

8. General and sub-stations: Location, size, method of connection and protection of all generators, transformers, exciters, motor generators, switch gear, and associated equipment, current characteristics and equipment capacities. Indicate equipment connections by means of one line and/on wiring diagrams and schedule all major items of equipment and all instruments.
9. Underground work: The size and locations of manholes and types of cables, number, size, and location of ducts, locations, sizes and types of cable supports, fireproofing, duct line profile, and one line diagram of connections. All underground chambers, including manholes and pull-boxes, shall be constructed of cast in place or one piece pre-cast concrete.
10. Pole line work: if required as contract work, indicate location, length, treatment and class of poles, guying, cross arms, insulators, circuiting, transformers, protective and switching devices, lightning arresters, special structures, diagrams, current characteristics and grounding.
11. Exterior lighting: Location, size, and type of transformers, luminary, poles, light standards, cables, ducts, and manholes, details of control equipment and connection diagrams.
12. Emergency system details including transfer switch, type of fuel.
13. One line diagram indicating load KVA, and available short circuit amperes at each transformer, switchboard, distribution panel board, branch circuit panel board, and at major pieces of equipment.
14. Riser diagrams for all systems.

7.7.9 Project Manual Requirements:

(a) The format for the Project Manual, including its technical specifications shall be in accordance with the current CSI MasterFormat with separate sections for each of class of work required by M.G.L. c. 149 §44F.

(b) The following general information applies to the development of final Specifications:

1. Describe the extent of the work, the materials and workmanship, and include the work under the proper section. If any portion of the work included in a section of the Specifications is to be performed by a trade covered by another section, there shall be clear and distinct cross-referencing between the sections. Merely to state “by others” is not acceptable.
2. For each item of material or equipment, the specifications shall provide for a minimum of three named brands of material or equipment and the words “or equal” or a description of material or equipment which can be met by a minimum of three manufacturers or producers, and the words “or equal.” Proprietary products shall not be specified except as provided by M.G.L. c.

30, § 39M; however, when they are specified, proprietary specifications are subject to the "or equal" provisions of M.G.L. c.30, § 39M.

3. Specify materials mined or manufactured in Massachusetts first and the United States of America second whenever possible.
4. Do not use general clauses intended to be all-inclusive in lieu of complete descriptions.
5. Do not duplicate standard requirements that are contained in the contract form.
6. Use consistency throughout. The word "will" shall be used to designate what the Owner, Authority, Owner's Project Manager, Commissioning Consultant, or the Designer can be expected to do, and the word "shall" shall be used to designate what is mandatory for the CM at Risk or subcontractors to do.
7. Use the same term throughout for the same subject and the term shall be the same as that used on the drawings.
8. Do not use the term "etc."
9. Avoid such terms as "to the satisfaction of the Designer," "as directed by the Designer," "as approved" and "as required."
10. Specify work in appropriate Sections according to local trade jurisdiction.
11. Avoid the use of the following symbols:

Symbol	Use Instead
#	number, no., or pounds
%	percent
"	inch or in.
x	by
'	feet or ft.
o	degree
/	per or at

12. In sections for which filed sub-bids are required, refrain from using such terms as "the Contractor," the "Heating Contractor," or "the Plumbing Contractor," but where necessary for clarity refer to the "HVAC Subcontractor," the "CM at Risk" and the like.
13. Do not give numbers both in words and figures. Numbers less than 10 shall be written in words, 10 and higher numbers shall be written in figures. In expressing dimensions, figures such as 2 in., 16 in., 7 ft., 6 in., shall be used.
14. Each filed sub-bid section shall detail all labor and materials required by the particular sub-trade and list, by number, those drawings (and only those drawings) indicating work of that sub-trade. In addition, list drawings indicating work of a particular trade that appears on drawings that are not customarily included in the work of the trade, when applicable.
15. Do not specify that a product or system shall require prequalification or advance approval prior to bidding.

16. Established unit price items shall be used for work categories which cannot be ascertained for exact quantities in bid documents (e.g. earthwork removal and/or replacement items). In such cases, the Designer shall establish ranges of quantities with associated unit price values for each range. Unit price values shall be established for added work, for deleted work, for base bid quantities when conditions so-suggest. Unit price values shall be ascertained through consultation with cost estimators and the CM at Risk, be current, equitable, and well defined as to elements of work, overhead, like issues to be encompassed. Established unit prices shall be published within the applicable technical specification sections, and referenced from general conditions as being operative as the basis for determining values to be used for payment or recovery for change order work.
17. Staging, scaffolding, cutting and patching, refuse collection and disposal, demolition work and cleaning task, allocation policy and proposed language shall be carefully assigned to avoid duplication or omission.
18. A final draft of Project Advertisement, Notice to Bidders, Instructions to Bidders, Contract Forms, General Conditions, Supplementary General Conditions, and other "front end" documents shall be included in the 90% construction documents submittal, along with a final version of all text to appear in Division 1, General Requirements. The Designer may defer insertion of final advertising / bid dates and wage rates, understanding that they are to be established and inserted immediately prior to release of documents for bidding.

7.7.10 Construction Cost Estimate Requirements

(a) The Designer shall provide the construction cost estimates described in Articles 7.7.4 and 7.7.6 in accordance with the following provisions:

1. The Designer shall review its construction cost estimate in comparison with the detailed construction cost estimate, and any update cost estimates, provided by the CM at Risk and shall work in good faith and in cooperation and coordination with the CM at Risk to reconcile any differences between the cost estimates, to clarify assumptions upon which the cost estimates are based and to address any concerns or questions with the cost estimates that are raised by the Owner, the OPM, the CM at Risk or the Authority. If the Designer is unable to reconcile all differences between the two construction cost estimates with the CM at Risk, then the Designer shall provide a detailed explanation of the differences to the Owner and the Authority. If, in any case, the agreed-upon, reconciled construction cost estimate exceeds the Project Construction Budget, the Designer shall cooperate with the Owner, the OPM, and the CM at Risk in identifying, specifying and recommending changes in materials, equipment, component systems and types of construction, or other adjustments in the scope or materials selections for the Project, including

contingencies or alternative bid items, so as to facilitate revision of the design of the Project to reduce the cost of construction so as to comply with the Project Construction Budget.

2. Cost estimate data shall be organized to identify elements of project work which may be proposed to be advanced under separate construction phases and/or separate bidding packages. When so proposed, estimates shall develop cost data relative to corresponding bidding and work execution dates established in project schedules.

3. Cost estimates shall be projected to the mid point of the construction period.

4. The summary sheets shall contain the following:

   a. The date that the estimate was prepared. (Value Date).

   b. The anticipated bid date.

   c. The project and contract number.

   d. The title and location of the project.

   e. The name of the Designer.

   f. The name of the Estimator.

   g. The site work cost (including all utilities).

   h. The building cost (including fixed equipment).

   i. The estimated construction cost of each Phase of the work, totaled.

7.7.11 The Designer shall participate in a final review of the Construction Documents with the Owner, the Owner's Project Manager, the Commissioning Consultant, and the CM at Risk, and the Designer shall incorporate such changes as are necessary to satisfy the Owner's review comments.

7.7.12 Guaranteed Maximum Price ("GMP")

(a) When the Construction documents are 60% complete as determined by the Owner, or at such later time as may be designated by the Owner, the Designer shall prepare a fully coordinated set of the then-current Construction Documents, which shall be delivered to the CM at Risk and shall be the basis of the CM's GMP proposal.

(b) The Designer shall provide technical assistance to the Owner and the OPM in the negotiation and development of a GMP with a CM at Risk in accordance with M.G.L. c. 149A, §7, that is acceptable to the Owner. The Designer shall meet with the Owner, OPM, and the CM at Risk to review the GMP proposal and the written statement of its basis. If the GMP proposal submitted by the CM at Risk exceeds the Construction Budget, the provisions of Articles 4.10.4 and 4.10.5 shall apply.

(c) The Designer shall provide technical assistance to the Owner and the Owner's Project Manager in the negotiation, preparation and execution of any amendments to the Owner-CM at Risk contract, including, but not limited to, the Guaranteed Maximum Price ("GMP") amendment pursuant to M.G.L. c.149A, § 7 and any separate amendment for any construction work commenced before execution of the GMP amendment pursuant to M.G.L. c.149A, §7(b)(3).

7.8 Bidding Phase

7.8.1 The Designer shall, when authorized by the Owner, prepare for reproduction and distribution the construction bid documents required for the solicitation and receipt of statements of qualifications and bids from Trade Contractors. The Designer shall prepare all addenda (to include bidder questions and Designer responses), subject to the Approval of the Owner. The Designer shall attend the pre-bid conference if one is scheduled, taking note of all questions asked. Relevant questions submitted in writing shall be answered by the Designer by means of written addenda to the bid documents as required. The Designer shall attend each bid opening of the Trade Contractors (and of other bidders if necessary) and shall, within five working days of the respective bid opening dates, advise the Owner in writing of the Designer's opinions as to the bids of Trade Contractors (and of other bidders if necessary).

7.8.2 The Designer shall receive all inquiries relating to the bid documents and, when necessary, answer questions by preparing and issuing written addenda. The Owner shall review and approve all such addenda prior to issuance to bidders.

7.8.3 There may be multiple bid packages for the Project. Multiple bid packages may be assembled and bid concurrently or consecutively as a portion of the Project. Portions of the Project may be bid separately from other portions. The Designer shall appropriately staff and structure its design and construction phase performance to assist the Owner in the preparation, issuance, bidding and negotiation, if any, of so-called early bid packages as provided in G.L. c. 149A, § 7(b)(3).

7.8.4 If the Project has to be re-bid, or the GMP Amendment must be re-negotiated and amended because of a defect in the bid documents prepared by the Designer or in procedures proposed by the Designer, the Designer shall correct the defect and take the necessary actions for re-bidding the Project on proper bid documents without any additional compensation to the Designer.

7.8.5 The Designer shall review alternates and make written recommendations to the Owner as to their acceptance.

7.8.6 If the Owner executes a GMP Amendment for an amount that exceeds the amount established in the Project Construction Budget, such an award will not affect the Fee for Basic Services.

7.8.7 Trade Contractor Selection Process

(a) Trade Contractor Prequalification pursuant to M.G.L. c. 149A, §8(c)

1. The Designer shall participate as a member of the Owner's Trade Contractor Prequalification Committee established by the Owner pursuant to M.G.L. c.149A, § 8(b).

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

(b) Request for Bids for Trade Contractor Services pursuant to M.G.L. c. 149A, §8(g)

1. The Designer shall assist and advise the Owner in the preparation of the Invitation for Bids for Trade Contractor services in accordance with the provisions of M.G.L. c. 149A, §8.

2. The Designer shall attend all pre-bid conferences and meetings.

(c) Trade Contractor Bid Review

1. The Designer shall attend all bid openings and shall review all Trade Contractor bids in conjunction with the Owner's Project Manager and CM at Risk to determine responsiveness, completeness, accuracy, price and conformance to the requirements of M.G.L. c.149A, § 8(g)-(i), and to provide technical guidance to the Owner regarding the acceptance or rejection of any Trade Contractor bid. Within five business days after the respective bid opening dates, the Designer shall advise the Owner in writing of the Designer's opinions as to the bids of Trade Contractors (and of other bidders if necessary).

7.8.8 Selection of Subcontractors Who Are Not Trade Contractors pursuant to M.G.L. c.149A, § 8(j) ("Non-Trade Contractors")

(a) Non-Trade Contractor Bidding

1. The Designer shall review the detailed bidding information developed by the CM at Risk in accordance with M.G.L. c. 149A, § 8(j) for accuracy, completeness, coordination of scope and conformance with the construction documents.

(b) Non-Trade Contractor Bid Review and Award

1. The Designer shall attend all bid openings and scoping meetings if permitted or otherwise allowed by law, and, in conjunction with the Owner's Project Manager and CM at Risk, the Designer shall review all Non-Trade Contractor bids for responsiveness and completeness and advise the Owner on the acceptance or rejection of any Non-Trade Contractor bids by the CM at Risk. The Designer shall, in conjunction with the OPM, attend all final scope and negotiation meetings conducted by the CM at Risk. The Designer shall, within five working days of the respective bid opening dates, advise the Owner in writing of the Designer's opinions as to the bids of Non-Trade Contractors.

7.9 Construction Administration Phase – Obligations During Construction: Following the execution of the Owner-CM at Risk Agreement, the Designer shall undertake certain of the obligations of administering the Owner-CM at Risk Agreement on behalf of the Owner, provided that Designer shall not be subject to provisions of the Owner-CM at Risk Agreement that would have the effect of expanding Designer's responsibilities or liabilities under this Contract without Designer's written consent. Services during this phase include, but are not necessarily limited to:

7.9.1 Upon commencement of construction activities for the Work or early bid packages or at times established in Project schedules, the Designer shall:

(a) Furnish the CM at Risk with information for establishing lines and grades and such supplemental drawings as are reasonably needed to implement the intent of the Construction Contract Documents;

(b) With reasonable promptness and in accordance with schedules agreed upon by the Designer and CM at Risk, observe testing when required under this Contract, and review and act upon samples, schedules, shop drawings and other submissions from the CM at Risk;

(c) Prepare, maintain and update logs for all submittals;

(d) Visit the site at intervals appropriate to the stage of construction, weekly or as otherwise agreed to by the parties, and observe the progress of the Work, issue written progress reports, and attend job meetings, and review and respond to meeting minutes prepared by the Owner's Project Manager, and to determine in general if the Work observed is being built in a manner indicating the Work when completed will be in accordance with approved Construction Contract Documents;

(e) Collaborate with the on-site Project Representative of the OPM to identify and monitor issues of concern relative to the progress of the Work, and establish communications processes to help assure that matters of mutual concern are exchanged on a timely basis with one another, the OPM, CM at Risk, Commissioning Consultant, and Owner;

(f) On a weekly basis, make specific recommendations on rejection of any Work observed by the Designer that fails to conform to the Construction Contract Documents, and observe corrected Work;

(g) Require each Subconsultant engaged in accordance with Article 5 to make visits weekly or as otherwise agreed to by the parties during the progress of any work to which that Subconsultant 's services relate, and to report upon it in writing to the Designer;

(h) Recommend actions to be taken which may include condemnation or rejection of any work that the Designer determines fails to conform to the Owner- CM at Risk Agreement;

(i) Review and recommend appropriate action for proposed requests for changes and where required by the Owner, prepare documents associated with requests for a change in any Construction Contract Documents. Compensation for change order work by the Designer shall be determined in accordance with Article 10;

(j) Conduct semi-final and final inspections of the Project and report the results of such inspections in writing to the Owner;

(k) In association with the Commissioning Consultant, review the report by such Commissioning Consultant on the balancing of air and water circulation systems;

(l) In association with the Commissioning Consultant, review the report by such Commissioning Consultant on the setting and adjustment of automatic controls;

(m) In a timely manner, decide all questions regarding interpretation of, or compliance with, the Construction Contract Documents, except as the Owner may in writing otherwise determine;

(n) In association with the Commissioning Consultant, review the recommendations of such Commissioning Consultant for requirements upon operating and maintenance documents and building user training events and instructional media as established in the Construction Contract Documents; such Commissioning Consultant or OPM shall coordinate involvement of contracting parties, the Designer, and Owner;

(o) Furnish the Record Drawings as submitted by the CM at Risk in accordance with 7.9.3, and other required documents;

(p) Assist the Owner in providing the written CM at Risk Evaluations required of the Owner pursuant to M.G.L. c.149 §44D(7) at the completion of approximately 50% of the Construction Phase on forms prescribed by M.G.L. c.149 §44D(16);

(q) Perform inspections of the work as necessary to prepare a punch list identifying each incomplete or deficient Work item and performing re-inspections to authorize removal of satisfactorily completed Work items from the punch list, or to determine that the Project is complete. In association with the OPM, a cost shall be assigned to each incomplete or deficient Work item when it has been determined that the Project has reached Substantial Completion; and

(r) Receive from the CM at Risk all maintenance and operating manuals, occupancy permits, guarantees and other similar relevant materials.

7.9.2 The Designer shall submit to the Owner's Project Manager within 48 hours all requisitions for payment submitted by the CM at Risk in the form required by the Owner. The Designer may establish procedures with the CM at Risk for advance notification of requisition and/or draft version processing. With respect to each such requisition, the Designer shall certify to the best of its knowledge that the percentage of Work included in the requisition is accurate and that the work performed is in accordance with the Construction Contract Documents. In the event the Designer does not approve the requisition exactly as submitted by the CM at Risk, the Designer shall forward it for payment to the Owner's Project Manager dated and signed with corrections and with an accompanying letter of explanation setting forth the Designer's objections and recommended changes. The Designer shall coordinate the required visits of its own staff and those of its Subconsultants, to the construction site so as to enable it to submit to the Owner's Project Manager the CM at Risk's monthly requisition for payment. Timely payments to the CM at Risk are required by M.G.L. c. 30, § 39K. Therefore, the Designer shall establish procedures to help assure either immediate mail or messenger delivery of the requisition for payment to the Owner's Project Manager, and shall process requisitions for payment within five business days after receipt of the same, provided the CM at Risk has submitted a full and complete requisition for payment in the correct form.

7.9.3 Prior to issuance of the Certificate of Substantial Completion, the Designer shall obtain from the CM at Risk as-built drawings, including drawings showing the actual installation of the site utilities, plumbing, heating, ventilating and electrical work under the Owner-CM at Risk Agreement, and recording all changes. The Designer shall ascertain that changes authorized by change orders are shown on the CM at Risk's as-built drawings, but Designer shall be entitled to rely upon the accuracy and completeness of the CM at Risk's as-built information, and shall forward such to the Owner as Record Drawings.

7.9.4 Issue the Certificate of Substantial Completion of Construction.

7.9.5 The Designer shall meet with the Owner monthly during this Phase.

7.10 Completion Phase: Upon acceptance of the Certificate of Substantial Completion of Construction by the Owner, the Designer shall thereafter provide the following services:

7.10.1 With respect to a completed Project, preparing a Certificate of Final Completion.

7.10.2 With respect to a punch list, re-inspecting the work up to three times in order to determine that the punch list work is satisfactorily completed.

7.10.3 Reviewing and certifying the CM at Risk's Application(s) and Certificate(s) for Payment as necessary.

7.10.4 Attending meetings as reasonably necessary in the opinion of the Owner or Owner's Project Manager, unless such meetings involve continued discussions of incomplete or deficient work and the Basic Services punch list site visits have been expended. In such instance, the meetings shall be paid for as Extra Services.

7.10.5 Using the as-built information maintained by the CM at Risk during construction referred to in Article 7.9.3, and revising the applicable original reproducible drawings and electronic media drawings on the basis of the as-built drawings, provided that Designer shall be entitled to rely upon the accuracy and completeness of the CM at Risk's as-built information. Upon completion of the required drafting and editing, provide one set of mylar reproducibles, two sets of prints and two (2) electronic version copies to the Owner which shall become the property of the Owner. The cost for printing the mylar reproducibles and two sets of prints are Reimbursable Expenses.

7.10.6 Ten (10) months after the date of substantial completion, performing one (1) site inspection and preparing a list of construction warranty deficiencies. The Designer shall consult with the Commissioning Consultant upon the acceptability of warranty compliance requirements and response actions.

7.10.7 Informing the Owner in writing, through the Owner's Project Manager, of all such warranty deficiencies that should be addressed.

7.10.8 Performing one (1) site inspection within a further sixty (60) days to see that all such warranty deficiencies have been corrected.

7.10.9 Evaluation of CM at Risk: The Designer shall assist the Owner with providing the written CM at Risk Evaluations required of the Owner pursuant to M.G.L. c.149 § 44D(7) within 70 days of the date of Substantial Completion for construction, on forms prescribed by M.G.L. c.149 § 44D(16).

7.11.10 The Designer shall assist the Owner in providing the written summary report on the Project to the Office of the Inspector General as required by the provisions of 945 CMR 2.09

7.10.11 Two (2) suitably bound, legible copies of all original design and quantity calculations including those pertinent to change orders and shop drawings, if applicable, shall be

furnished by the Designer to the Owner at the conclusion of the Owner-CM at Risk Agreement.

ATTACHMENT B.4
DESIGNER SERVICES BASE CONTRACT PAGES 1-2 AND ATTACHMENTS A,C,D,E, AND F
(Updated January 2022)

CONTRACT FOR DESIGNER SERVICES
(BASE CONTRACT FOR DESIGN BID BUILD OR CM at RISK PROJECT)

This Contract is made as of this _____ day of _____ in the year _____ between
(day) (month) (year)

the _____, _____
(Owner) (street)

_____ , Massachusetts , _____
(City) (State) (Zip Code)

hereinafter called "the Owner" and _____
(Designer)

_____

_____ , _____ , _____ , _____
(street) (city) (State) (Zip Code)

hereinafter called the "Designer" for the Designer to provide the designer services required to complete the Basic and Extra Services described herein at _____
(name/description of Project)

_____

_____

_____

The Designer 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 Designer 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 Designer. If the Owner elects to construct the Project using the CM at Risk ("CM-R") construction delivery method pursuant to M.G.L. c. 149A, this Contract shall be amended using the Authority's Standard Amendment for CM-R, as it may be amended from time to time by the Authority. If the Owner elects to construct the Project using the Design-Bid-Build ("DBB") construction delivery method pursuant to M.G.L. c. 149, this Contract shall be amended using the Authority's Standard Amendment for DBB, as it may be amended from time to time by the Authority.

For the performance of the services required under this Contract for the Feasibility Study Phase and the Schematic Design Phase, and excluding those services specified under Articles 7.5, 7.6, 7.7, 7.8, 7.9, 7.10, and 8.3, the Designer shall be compensated by the Owner for Basic Services in accordance with the Payment Schedule included as Attachment A.

Designer's Project Architect/Engineer: _____

The Subconsultants to provide services, either as Basic or Extra Services, to the Designer under this contract may include the following, as identified on the RFS:

	Name of Firm	**Name of Principal**	**MBE/ WBE**
Civil Engineering			
Landscape Architecture			
Structural Engineering			
Fire Protection Engineering			
Plumbing Engineering			
HVAC Engineering			
Electrical/Lighting/			
Data/Communications			

Environmental Permitting			
Geotechnical Engineering			
Hazardous Materials			
Cost Estimating			
Kitchen/Food Service Consultant			
Laboratory Consultant			
Acoustical Consultant			
Specifications Consultant			
Library/Media/Audio Visual Consultant			
Technology Consultant			
Theatrical Consultant			
Sustainable/Green Design/Renewable Energy Consultant			
Code Consultant			
Accessibility Consultant			
Traffic Consultant			
Furniture, Fixtures and Equipment Consultant			
Site Surveying			
Security Consultant			

IN WITNESS WHEREOF, the Owner and the Designer hereby agree to the terms of the Contract and have caused this Contract to be executed by their respective authorized officers or other authorized representatives.

OWNER

_____
(print name)

_____
(print title)

By _____
(signature)

Date_____

DESIGNER

_____
(print name)

_____
(print title)

By _____
(signature)

Date _____

ATTACHMENT A

PAYMENT SCHEDULE

Payments shall be made in accordance with the provisions outlined in the Contract and with the following schedule:

Basic Services

Feasibility Study Phase .....

Schematic Design Phase .....

Design Development Phase .....

Construction Documents Phase .....

Early Bid Packages…….

Bidding Phase.....

Construction Administration Phase .....

Completion Phase .....

TOTAL .....

Extra Services

Extra Services provided pursuant to Article 8 shall be compensated as determined by the Owner (a) by a lump sum fee agreed upon in advance in writing by the Owner and the Designer, or (b) on an hourly basis in accordance with the rate schedule set forth below for time expended, up to a not to exceed amount.

Hourly Rates:

ATTACHMENT C

PARTICIPATION SCHEDULE FOR DESIGNER CONTRACTS BY SDO CERTIFIED MINORITY/WOMEN BUSINESS ENTERPRISES

This form shall be submitted to the Owner by the Designer upon execution of the Contract for Designer Services attached hereto.

Owner _____

Project No: _____

Name of Company	Description of Work	M/WBE	Dollar Value Participation
1. _____	_____	____	$ _____
2. _____	_____	____	$ _____
3. _____	_____	____	$ _____
4. _____	_____	____	$ _____
5. _____	_____	____	$ _____
6. _____	_____	____	$ _____

Dollar Value of MBE Commitment: $ _____

Dollar Value of WBE Commitment: $ _____

Total Dollar Value Commitment: $ _____

Original Fee for Basic Services Amount $ _____

DESIGNER CERTIFICATION

The undersigned certifies under the penalties of perjury that (1) it intends to subcontract with the above listed firms for the identified work and dollar amounts and (2) certifies that he/she has read the terms and conditions of the Designer Contract with regards to MBE/WBE participation and is authorized to bind the Designer to the commitment set forth above.

Date _____

_____
Name of Architect/Engineer

_____
Authorized Signature

_____
Address

_____
City, State & Zip Code

ATTACHMENT D

M.G.L. c.30 §39R - INTERNAL ACCOUNTING CONTROLS
APPLIES TO CONTRACTS OF $100,000 OR MORE
SAMPLE LETTER TO BE PREPARED ON DESIGNER'S LETTERHEAD

Date

CEO
Owner
123 Reservoir Street
Enfield, MA 01234

RE: Enfield High School

Dear:

This Statement of Internal Accounting Controls is being submitted in accordance with Article 17.5.3 of the Contract for Design Services for the above captioned project. Please be advised that our firm, the Designer under the Contract, has a system of internal accounting controls which assures that:

1. transactions are executed in accordance with management's general and specific authorization;

2. transactions are recorded as necessary, to permit preparation of financial statements in conformity with generally accepted accounting principles, and to maintain accountability for assets;

3. access to assets is permitted only in accordance with management's general or specific authorization; and

4. the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

Sincerely,

ATTACHMENT E

MGL c.30 §39R – INTERNAL ACCOUNTING CONTROLS
APPLIES TO CONTRACTS OF $100,000 OR MORE
SAMPLE LETTER TO BE PREPARED ON CPA's LETTERHEAD

CEO
Owner
123 Reservoir Street
Enfield, MA 01234

RE:

Dear

Please be advised that we have reviewed the Statement of Internal Accounting Controls prepared by the _____ in connection with the
Name of Designer
above-captioned project. This statement is required under M.G.L. c.30 §39R. In our opinion, representations of management are consistent with our evaluations of the system of internal accounting controls. In addition, we believe that they are reasonable with respect to transactions and assets in the amount which would be material when measured in relation to the firm's financial statements.

Sincerely,

(CPA)

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. _____

WHEREAS, the _____ ("Owner") and _____, (the "Designer") (collectively, the "Parties") entered into a Contract for Designer Services for the _____ Project (Project Number _____) at the _____ School on _____. "Contract"; and

WHEREAS, effective as of _____, the Parties wish to amend the Contract:

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes the Designer to perform services for the Design Development Phase, the Construction Phases, and the Final Completion Phase of the Project, pursuant to the terms and conditions set forth in the Contract, as amended.

2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services:	Original Contract	After this Amendment
Feasibility Study Phase	$ _____	$ _____
Schematic Design Phase	$ _____	$ _____
Design Development Phase	$ _____	$ _____
Construction Document Phase	$ _____	$ _____
Bidding Phase	$ _____	$ _____
Construction Phase	$ _____	$ _____
Completion Phase	$ _____	$ _____
Total Fee	$ _____	$ _____

This Amendment is a result of: _____
_____
_____

3. The Construction Budget shall be as follows:

   Original Budget: $_____

   Amended Budget $_____

4. The Project Schedule shall be as follows:

   Original Schedule: $_____

   Amended Schedule $_____

5. This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

OWNER

_____
(print name)

_____
(print title)

By _____
(signature)

Date_____

DESIGNER

_____
(print name)

_____
(print title)

By _____
(signature)

Date _____

ATTACHMENT C
STANDARD DESIGNER APPLICATION FORM FOR MUNICIPALITIES AND PUBLIC AGENCIES NOT WITHIN DSB JURISDICTION
(Updated July 2016)

Commonwealth of Massachusetts

Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2016)

1. Project Name/Location For Which Firm Is Filing:

2. Project #

This space for use by Awarding Authority only.

3a. **Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work:**

3. Name Of Proposed Project Manager:
For Study: (if applicable)
For Design: (if applicable)

3b. Date Present and Predecessor Firms Were Established:

3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:

3c. Federal ID #:

3g. Name and Address Of Parent Company, If Any:

3d. Name and Title Of Principal-In-Charge Of The Project (MA Registration Required):

Email Address:

Telephone No: Fax No.:

3. Check Below If Your Firm Is Either:

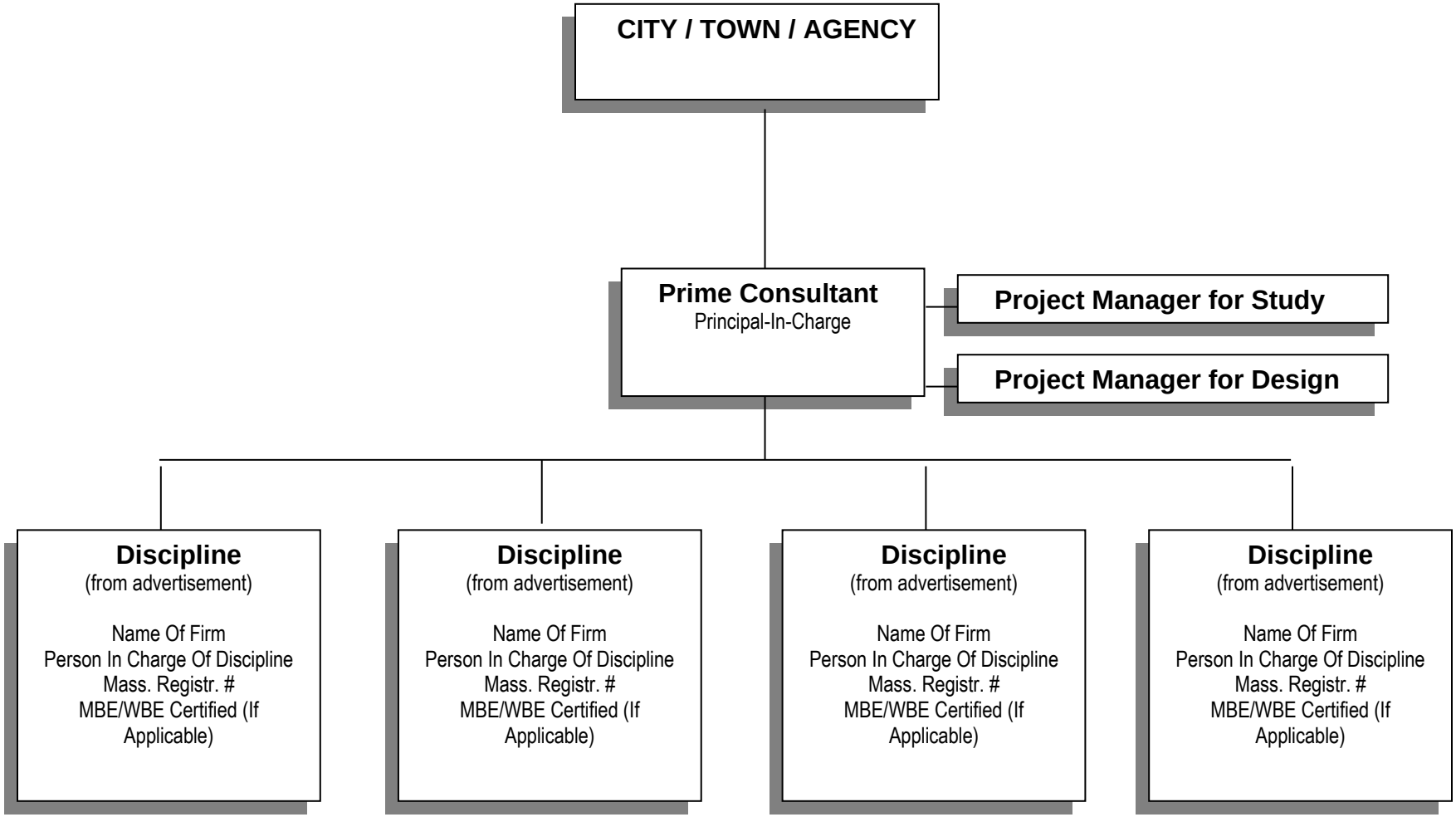
(1) SDO Certified Minority Business Enterprise (MBE) ❑
(2) SDO Certified Woman Business Enterprise (WBE) ❑
(3) SDO Certified Minority Woman Business Enterprise (M/WBE) ❑
(4) SDO Certified Service Disabled Veteran Owned Business Enterprise (SDVOBE) ❑
(5) SDO Certified Veteran Owned Business Enterprise (VBE) ❑

4. **Personnel From Prime Firm Included In Question #3a 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 And, Within Brackets, The Total Number Holding Massachusetts Registrations):

Admin. Personnel	____	(____)	Ecologists	____	(____)	Licensed Site Profs.	____	(____)	Other	____	(____)
Architects	____	(____)	Electrical Engrs.	____	(____)	Mechanical Engrs.	____	(____)		____	(____)
Acoustical Engrs.	____	(____)	Environmental	____	(____)	Planners: Urban./Reg.	____	(____)		____	(____)
Civil Engrs.	____	(____)	Fire Protection	____	(____)	Specification Writers	____	(____)		____	(____)
Code Specialists	____	(____)	Geotech. Engrs.	____	(____)	Structural Engrs.	____	(____)		____	(____)
Construction Inspectors	____	(____)	Industrial	____	(____)	Surveyors	____	(____)		____	(____)
Cost Estimators	____	(____)	Interior Designers	____	(____)		____	(____)		____	(____)
Drafters	____	(____)	Landscape	____	(____)		____	(____)	Total	____	(____)

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

6. List **ONLY** Those Prime And Sub-Consultant Personnel Specifically Requested In The Advertisement. This Information Should Be Presented Below In The Form Of An Organizational Chart. Include Name Of Firm And Name Of The One Person In Charge Of The Discipline, With Mass. Registration Number, As Well As MBE/WBE Status, If Applicable:



7.	Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, 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 7a Resides: MBE ❑ WBE ❑ SDVOBE ❑ VBE ❑	c. Name and Address Of Office In Which Individual Identified In 7a Resides: MBE ❑ WBE ❑ SDVOBE ❑ VBE ❑
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.	Active Registration: Year First Registered/Discipline/Mass Registration Number	f. Active Registration: Year First Registered/Discipline/Mass Registration Number
g.	Current Work Assignments and Availability For This Project:	g. Current Work Assignments and Availability For This Project:
h.	Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

8a.	Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include **ONLY** Work Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (List Up To But Not More Than 5 Projects).					
a.	Project Name And Location Principal-In-Charge	b. Brief Description Of Project And Services (Include Reference To Relevant Experience)	C. Client's Name, Address And Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
					Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible
(1)						
(2)						
(3)						
(4)						
(5)						

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.					
Sub-Consultant Name:					
a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.

# of Total Projects:	**# of Active Projects:**	**Total Construction Cost (In Thousands) of Active Projects (excluding studies):**

Role P, C, JV *	Phases St., Sch., D.D., C.D.,A.C.*	Project Name, Location and Principal-In-Charge	Awarding Authority (Include Contact Name and Phone Number)	Construction Costs (In Thousands) (Actual, Or Estimated If Not	Completion Date (Actual or Estimated) (R)Renovation or (N)New
		1.			
		2.			
		3.			
		4.			
		5.			
		6.			
		7.			
		8.			
		9.			
		10.			
		11.			
		12.			

* P = Principal; C = Consultant; JV = Joint Venture; St. = Study; Sch. = Schematic; D.D. = Design Development; C.D. = Construction Documents; A.C. = Administration of Contract

10. Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 ½" X 11" Supplementary Sheets Will Be Accepted. **APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT**.

Be Specific – No Boiler Plate

11. Professional Liability Insurance:

Name of Company	Aggregate Amount	Policy Number	Expiration Date

12. Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of $50,000 per incident? Answer **YES** or **NO**. If YES, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).

13. Name Of Sole Proprietor Or Names Of All Firm Partners and Officers:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

14. If Corporation, Provide Names Of All Members Of The Board Of Directors:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

15. Names Of All Owners (Stocks Or Other Ownership):

Name And Title	% Ownership	MA. Reg.#	Status/Discipline	Name And Title	% Ownership	MA. Reg.#	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

16. I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7C, Section 44 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. 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

Conflict of Interest Law Compliance

Certificate of Tax Compliance and Non-Collusion

Certificate of Corporate Authority

Bid Form
Town of Canton
Canton Building Renovations Committee

CONFLICT OF INTEREST CERTIFICATION

I/We acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. I/We shall be deemed to have investigated the application of M.G.L.c.268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

_____	_____
Social Security Number or Federal Identification Number	Signature of Individual or Corporate Name

BY:_____
Corporate Officer (if applicable)

Bid Form
Town of Canton
Canton Building Renovations Committee

CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS & NON-COLLUSION

I. Certificate of Compliance with Massachusetts Tax Laws:

Pursuant to Mass. Gen. L. Ch. 62C, Sec. 49, I certify under the pains and penalties of perjury that the **CONTRACTOR**, to my best knowledge and belief, has filed all state tax returns and paid all state taxes required under the laws of the Commonwealth of Massachusetts.

_____

Social Security Number or
Federal Identification Number

Signature of Individual
or Corporate Name

BY:_____
Corporate Officer (if applicable)

II. Certificate of Non-Collusion:

Massachusetts General Law, Chapter 701 of the Acts of 1983 requires that bidders certify as follows:

The undersigned certifies under the pains and penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any 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.

_____
Signature of Individual Submitting Bid

_____
Print name of Person Signing Bid

_____
Name of Business or Entity

_____
Date Signed

Bid Form
Town of Canton
Canton Building Renovations Committee

CERTIFICATE OF CORPORATE VOTE

At a duly authorized meeting of the Board of Directors of _____.
(Name of Corporation)

held on _____(1), at which all the Directors were present or waived notice, it was vote
(Date)

that _____ of this corporation, be it he or she, hereby is (Name of Officer Authorized to Sign for Corporation)

authorized to execute bid documents, contracts and bonds in the name _____
(Corporate Office)

and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any bid document

or contract or obligation in this corporation's name on its behalf under seal of the corporation, shall be valid

and binding upon this corporation.

ATTEST: _____
(Clerk or Secretary)

Place of Business:

I hereby certify that I am the clerk/secretary of the _____
and that (Name of Corporation)

_____ is the duly elected
(Name of Officer Authorized to Sign for Corporation)

_____ of said corporation, and that the above
vote has not (Corporate Office)

been amended or rescinded and remains in full force and effect as of the date set forth below.

ATTEST: _____
(Clerk or Secretary)

Date _____(2)

(1) This date must be on or before the date of the Contract
(2) This date must be on or before the date of the Contract

ATTACHMENT E
MSBA'S DESIGNER SELECTION PANEL'S PROCEDURES

Massachusetts School Building Authority
Designer Selection Procedures

Section 1: Introduction

The following designer selection process has been adopted by the Massachusetts School Building Authority (MSBA) pursuant to Massachusetts General Laws, Chapter 7C, Sections 44 through 58 for the procurement of designers, and programmers by cities, towns, regional school districts, and independent agricultural and technical schools seeking funding from the MSBA for public school construction projects where the estimated construction cost is equal to or greater than $5,000,000.00 (or other such amount as may be determined from time to time by the Executive Director of the MSBA), except for the MSBA's model schools program. Designer selection for public school construction projects where the estimated construction cost is less than $5,000,000.00 (or other such amount as may be determined from time to time by the Executive Director of the MSBA) shall be conducted pursuant to Massachusetts General Laws, Chapter 7C, Section 54, by the respective city, town, regional school district or independent agricultural and technical school and in accordance with the MSBA's Designer Selection Guidelines.

Section 2: Designer Selection Panel

A. The MSBA Designer Selection Panel (DSP) shall be composed of the following individuals who shall be appointed to the DSP by the MSBA's Executive Director ("Executive Director") in accordance with following procedures:

1. The Executive Director, ex officio, or his/her designee;

2. Three (3) MSBA staff members associated with project management, design and/or construction oversight selected by the Executive Director;

3. One (1) public member selected by the Executive Director;

4. One (1) member who is a Massachusetts registered architect or architect emeritus as recommended by the Boston Society of Architects;

5. Two (2) members who are Massachusetts registered architects or architect emeritus selected by the Executive Director;

6. One (1) member who is a Massachusetts registered engineer as recommended by the American Council of Engineering Companies of Massachusetts;

7. Two (2) members who are Massachusetts registered professional engineers selected by the Executive Director;

8. One (1) member who is a representative of the construction industry as recommended by Associated General Contractors of Massachusetts;

9. One (1) member who is a representative of the construction industry as recommended by the Massachusetts Building Trades Council;

10. Three (3) members who are proposed by the respective city, town, regional school district, independent agricultural and technical school or other public agency that is the Eligible Applicant, as defined in M.G.L. Chapter 70B, Section 2 for the specific project under consideration, one (1) of whom shall be designated by the school committee, district school committee, or board of trustees of the Eligible Applicant, as the case may be; one (1) of whom shall be the superintendent of schools of the Eligible Applicant, ex officio, or his/her designee; and one (1) of whom shall be the chief executive officer of the city or town that is the Eligible Applicant, ex officio, or his/her/its designee or, in all other cases, a member of the School Building Committee designated by the School Building Committee. The appointment of members pursuant to this Section 2(A)(10) shall be subject to the execution of a certification by each such member that the member has read and understands these procedures and the Designer Selection Guidelines.

B. Members proposed or recommended by the societies or associations pursuant to subsections 2(A)(4), 2(A)(6), 2(A)(8), and 2(A)(9) above and the members proposed by the Eligible Applicant pursuant to subsection 2(A)(10) above shall be subject to appointment by the Executive Director who reserves the right, within his/her discretion, not to appoint or to disapprove the appointment of said proposed or recommended members. In considering the appointment of members proposed by the Eligible Applicant pursuant to subsection 2(A)(10), the Executive Director may consider, among other things, the extent to which the three (3) proposed members, as a whole, represent the interests of the Eligible Applicant.

C. The Executive Director shall appoint a chairperson from one of the members appointed to the DSP pursuant to subsections 2(A)(3) through 2(A)(9) above, who is a registered architect, architect emeritus or registered professional engineer and who shall also serve as chairperson of any subcommittee of the DSP.

D. The Executive Director shall appoint a clerk of the DSP to administer the voting process and assist the chairperson with other procedural matters. The Clerk may be a staff member of the Authority or one of the members appointed to the DSP pursuant to subsections 2(A)(3) through 2(A)(9) above.

E. All meetings of the DSP shall be open to the public unless the DSP votes to go into executive session by a roll call vote and announces the purpose of the executive session and whether the DSP will convene in open session at the conclusion of the executive session. Any action taken by the DSP in executive session shall be by a roll call vote.

F. The presence of nine (9) members, no less than four (4) of whom shall be registered architects, architects emeritus or registered professional engineers, shall constitute a quorum. The DSP shall not conduct any business without the presence of a quorum. The affirmative vote of a simple majority of the members present and voting shall be necessary and sufficient for any action taken by the DSP. No vacancy in the membership of the DSP shall impair the right of a quorum to exercise all the rights and duties of the DSP. In the absence of a quorum, the Chairperson may recess a meeting to some other time or until a quorum is obtained.

G. Subject to the discretion of the Executive Director, each member appointed pursuant to subsections 2(A)(3) through 2(A)(9) shall serve for a two-year term provided that every member that is appointed by the Executive Director shall continue to serve until a successor has been appointed to the DSP by the Executive Director. Members representing the Eligible Applicant who are appointed pursuant to subsection 2(A)(10) shall serve only while the DSP conducts business directly related to the selection of a designer for the project being proposed by that particular Eligible Applicant.

H. No member of the DSP shall participate in the selection of a designer as a finalist for any project if the member's participation would constitute a conflict of interest or an appearance of conflict in violation of M.G.L. Chapter 268A.

Section 3: Public Notice

A. Each contract for designer services for a project subject to these procedures shall be publicly advertised in a newspaper of general circulation in the area in which the project is located or is to be located and, in the Massachusetts Central Register at least two weeks before the deadline for filing applications. The public notice shall contain:

1. A description of the project, including the specific designer services sought, the time period within which the project is to be completed, and, if available, the estimated construction cost;

2. If there is a program for the project, a statement of when and where the program will be available for inspection by applicants, and when and where a briefing session will be held for applicants and if there is not a program for the project, a statement to the effect;

3. The qualifications required of applicants for the projects;

4. The categories of designers' consultants, if any, for which applicants must list the names of consultants which the applicant may choose to use;

5. Whether the fee has been set or will be negotiated, and if the fee has been set, the amount of the fee;

6. The deadline for submission of applications;

7. The person and address from which application forms may be obtained and, when completed, to whom they may be delivered;

8. Any other pertinent information that may be required by law or deemed appropriate by the MSBA.

B. The individual designated by the Eligible Applicant to be in charge of procurement for a project who holds the Massachusetts Certified Public Purchasing Official Program certification shall certify that the public notice and all other documents issued pursuant to the selection of a designer, including, but not limited to, program descriptions and request for services, have been prepared and issued in conformance with these procedures and Massachusetts General Laws, Chapter 7C, Sections 44 through 58.

Section 4: Master File Brochure and Application

A. Prior to filing an application for any project, designers shall first file a Master File Brochure with the DSP containing the following information:

1. Certification that the applicant, if applying to perform design services other than preparation of studies, surveys, soil testing, cost estimates or programs, is a designer as defined in M.G.L. Chapter 7C, Section 44 paragraph (b);

2. The names and addresses of all partners, if a partnership, of all officers, directors and all persons with an ownership interest of more than five per cent in the applicant if not a partnership;

3. The registration number and status of each such person in every jurisdiction in which such person has ever been registered as an architect, landscape architect or engineer;

4. A list of all projects for all public agencies within the Commonwealth for which the applicant has performed or has entered into a contract to perform design services within the five-year period immediately preceding the filing of the information required in this section;

5. A list of all current projects for which the applicant is performing or is under contract to perform any design services; and

6. If the applicant is a joint venture, the information required in this section shall be required for each joint venturer, as well as for the joint venture itself.

B. The DSP shall keep a permanent record of the Master File Brochures. Each designer shall update its Master File Brochure on an annual basis and shall make current the lists of projects required under Section 4(A)(4)-(6) with each application filed.

C. An applicant to perform design, programming or feasibility study services on a project must file, in addition to the Master File Brochure, a written application prescribed by the DSP relating to the applicant's experience, ability, and qualifications.

Every application or Master File Brochure filed shall be sworn to under penalties of perjury. Any applicant who has been determined by the DSP to have filed materially false information shall be disqualified by the DSP from further consideration for any project for such time as the DSP determines is appropriate.

Section 5: Selection Criteria

A. Minimum qualifications shall include:

1. Must be a qualified Designer within the meaning of M.G.L. Chapter 7C, Section 44 employing a Massachusetts registered architect or engineer responsible for and being in control of the services to be provided.

2. The Massachusetts registered architect or engineer responsible for and being in control of the services to be provided for the Designer must have successfully completed the Massachusetts Certified Public Purchasing Official Program seminar "Certification for School Project Designers and Owner's Project Managers," as administered by the Office of the Inspector General of the Commonwealth of Massachusetts, and must maintain certification by completing the "Recertification for School Project Designers and Owner's Project Managers" seminar every three years thereafter. Proof of recertification or registration in the next recertification seminar for which space is available must be provided.

3. The Commonwealth's Affirmative Marketing Program (AMP) established under M.G.L. Chapter 7C, §6, and Governors' Executive Orders helps ensure that minority owned business enterprises (MBE) and women owned businesses (WBE) certified by the Massachusetts Supplier Diversity Office (SDO) have opportunities to participate on DCAMM and other public construction and design projects across the Commonwealth. DCAMM and the SDO announced a series of AMP program changes that will be in effect for state funded municipal projects advertised on or after July 1, 2020. Please see the updates to the AMP here: https://www.mass.gov/info-details/dcamm-amp-2020-program-changes.

   Applicants should subcontract with MBE and WBE, as certified by the SDO. The AMP project specific goals should be set separately, with distinct participation goals set for MBE firm participation and WBE firm participation. Districts should set the project specific MBE and WBE goals prior to advertising for design services and the individual MBE and WBE goals should clearly be set forth in the RFS. This enables participation goals for an individual project to be specifically tailored to the particular project prior to procurement and ensures the goals more accurately reflect the availability of contractors or design professionals.

   The MBEs and WBEs must be selected from those categories of work identified in Item F of the RFS or be assigned to tasks required under Basic Services as specifically set forth in the Contract for Designer Services as amended. Applicants are strongly encouraged to utilize multiple disciplines and firms to meet their separate MBE and WBE participation goals. Consultants to the prime Designer can team within their disciplines in order to meet the separate MBE and WBE participation goals but must state this relationship on the organizational chart (Section 6 of the application form). Applications from MBE and WBE firms as prime designers are encouraged. Where the prime Designer is an SDO certified MBE or WBE, the Designer must bring a reasonable amount of participation by a firm or firms that hold the certification which is not held by the prime Designer on the project.

B. Other criteria for selection of finalists shall include:

1. Prior similar experience best illustrating current qualifications for the specific project.

2. Past performance of the firm, if any, with regard to public, private, DOE-funded, and MSBA-funded projects across the Commonwealth, with respect to:

   a) Quality of project design.

b) Quality, clarity, completeness and accuracy of plans and contract documents.

c) Ability to meet established program requirements within allotted budget.

d) Ability to meet schedules including submission of design and contract documents, processing of shop drawings, contractor requisitions and change orders.

e) Coordination and management of consultants.

f) Working relationship with contractors, subcontractors, local awarding authority and MSBA staff and local officials.

3. Current workload and ability to undertake the contract based on the number and scope of projects for which the firm is currently under contract.

4. The identity and qualifications of the consultants who will work on the project.

5. The financial stability of the firm.

6. The qualifications of the personnel to be assigned to the project.

7. Geographical proximity of the firm to the project site or willingness of the firm to make site visits and attend local meetings as required by the client.

8. Any other criteria that may be required by law or that the DSP considers relevant to the project.

Section 6: Selection Process

A. Cities, towns, regional school districts, and independent agricultural and technical schools subject to these procedures shall not rank or pre-rank applicants. Rankings shall occur only by vote of the DSP in accordance with these procedures and shall occur only after interviews, if allowed by vote of the DSP, have been concluded by the DSP.

B. In the event that, upon reaching the deadline for submission of applications, three or fewer designer applications are received for a project, the Eligible Applicant may choose to modify the project description, estimated construction cost, program, desired designer qualifications, fee information, or other project information as necessary to attract interested designer applicants and begin the selection process again, starting with re-advertisement pursuant to Section 3: Public Notice. Should the Eligible Applicant choose to proceed with three or fewer designer applications and not re-advertise, the following procedure shall be followed:

1. The Eligible Applicant designee shall submit a statement that explains why the Eligible Applicant may have received three or less applications for the proposed project, The explanation should include but not necessarily be limited to:

a. A description of the public advertisement including the names of the publications in which the advertisement was placed and the date(s) in which the advertisement was published.

b. A description of the pre-proposal conference, if any, including the date, time, and location of the conference and names of attendees and the firms they represent.

2. The Eligible Applicant designee and/or the OPM shall contact those design firms that attended the pre-proposal conference/walkthrough but did not submit an application and summarize why an application was not submitted for the proposed project.

3. Legal counsel for the Eligible Applicant (i.e. town counsel or city solicitor) and the individual designated by the Eligible Applicant to be in charge of procurement for a project who holds the Massachusetts Certified Public Purchasing Official Program certification shall certify as to the adequacy and completeness of the procurement activity undertaken by the Eligible Applicant.

4. At the discretion of the chairperson and with the concurrence of the three DSP members representing the Eligible Applicant, the DSP may forego the initial application review and invite all the designer applicants to appear for an interview before the DSP.

C. The DSP may require any number of applicants to:

1. Appear for an interview before the DSP;

2. Present a written proposal to the DSP through the Eligible Applicant; or

3. Participate in a design competition held by the DSP through the Eligible Applicant.

D. The DSP shall use the following procedures to rank three (3) finalists in order of qualifications from among the applicants for a particular project:

1. Prior to a DSP meeting at which the selection of finalists will be made or discussed, each member of the DSP shall be given a copy of each designer's application for his or her review.

2. At the DSP meeting, the DSP shall consider each application alphabetically or by some other method that may be determined by the chairperson from time to time.

3. When recognized by the chairperson, members of the DSP may comment or ask questions related to the selection process or the applications before the DSP.

4. Any potentially disqualifying deficiencies in an application should be noted in the record of the meeting.

5. After each member of the DSP has been given an opportunity to comment or ask questions, at the direction of the chairperson, each member of the DSP who is present shall utilize a ballot form provided by the MSBA to assign points to his or her top three (3) choices in order of qualifications so that each number one choice shall receive three (3) points, each number two choice shall receive two (2) points, and each number three choice shall receive one (1) point. The completed ballot forms shall be signed by each member and submitted to the DSP Administrator who shall tally the total points awarded to each applicant. The chairperson shall then read aloud the total points awarded to each

of the applicants. In cases where a DSP meeting is held remotely, or any DSP member(s) attends a DSP meeting remotely, all votes taken at such meeting will be by roll-call vote.

6. Once the point totals have been read aloud by the chairperson, the DSP may request interviews of the applicants with the highest point totals by the following procedure: Upon motion of one of the members, duly seconded by one of the other members, the DSP may vote to interview the applicants with the highest point totals.

7. If the DSP does not vote to conduct interviews, the DSP shall then vote to rank three (3) finalists in order of qualifications. If the DSP votes to conduct interviews, the DSP shall defer the ranking of the three (3) finalists until after the interviews have been concluded.

8. If the DSP votes to conduct interviews, the chairperson shall schedule the time and place of the interviews and written notice shall be given to the firms to be interviewed. Interviews shall be conducted in open session except that the chairperson may order competing firms, their agents and employees, to leave the meeting room during the interviews of their competitors. The MSBA may, within its discretion, develop standard questions to be answered or topics to be discussed by the applicants in the interview. Once the interviews have been concluded, at the direction of the chairperson, the DSP shall award points to the each of the firms in accordance with the procedures set forth in subsection 6(C)(5). Once the point totals have been read aloud by the chairperson, the DSP shall then vote to rank three (3) finalists in order of qualifications

9. In the event of a tie for the first, second or third highest point totals awarded to applicants by the DSP under Section 6(C)(5) or 6(C)(8), the chairperson shall determine, in his or her complete discretion, the procedure by which the tie shall be broken. The chairperson shall then read aloud the total points awarded to each of the applicants. Once the point totals have been read aloud by the chairperson, the DSP shall then vote to rank three (3) finalists in order of qualifications.

Once the DSP has voted to rank the top three (3) firms in order of qualifications, the MSBA shall transmit a list of the three (3) finalists ranked in order of qualifications to the Eligible Applicant along with a record of the final vote of the DSP on the selection and a written statement explaining the DSP's reasons for its ranking of the finalists.

Please be advised that the ranking of potential designer candidates will only be done at the scheduled DSP meeting, with a quorum of Panel members in attendance and only after each application is publicly reviewed and publicly discussed among Panel members. The District DSP members are welcome and encouraged to participate in such discussions, as well as share the results of any local reviews. In addition, interviews of potential candidates, if applicable, will only take place at a scheduled public DSP meeting and only with a quorum of Panel members in attendance.

Section 7: Award of Contract

A. The authority to award a contract for designer services for a project that will receive funding from the MSBA is vested with the Eligible Applicant and subject to the approval of the MSBA.

B. In the selection of a designer when the fee for designer services has been set prior to advertisement, the Eligible Applicant shall appoint a designer from the ranked list transmitted by the MSBA to the Eligible Applicant in the order of qualifications as determined by the DSP. If the Eligible Applicant proposes to select any designer other than the one ranked first by the DSP, it shall file a written justification for the proposed appointment with the DSP and shall not proceed until it has obtained written approval to proceed from the Executive Director.

C. When the fee for designer services is to be negotiated, the Eligible Applicant shall review the list transmitted by the MSBA in the order of qualifications as determined by the DSP and may exclude any designer from the list if a written statement of reasons for the exclusion is filed with the DSP. The Eligible Applicant shall then appoint a designer based upon a successful fee negotiation. The Eligible Applicant shall first negotiate with the first ranked designer remaining on the list. Should the Eligible Applicant be unable to negotiate a satisfactory fee with the first ranked designer within thirty (30) days, negotiations shall be terminated, and negotiations undertaken with the remaining designers, one at a time, in the order in which they were ranked by the DSP, until an arrangement is reached. Should the Eligible Applicant be unable to negotiate a successful fee with any designer initially selected by the DSP, the DSP shall recommend additional finalists in accordance with a procedure to be determined by the chairperson of the DSP that is not inconsistent with the procedures set forth in Section 6(B) above. The Eligible Applicant may require a finalist with whom a fee is being negotiated to submit a fee proposal and to provide current cost and pricing data on the basis of which the designer's fee proposal may be evaluated.

Section 8: Continued or Extended Services

A. The Eligible Applicant may appoint a designer to perform continued or extended services that were not contemplated in the original public notice if the following conditions are met:

1. A written statement is filed with the DSP explaining the reasons for the continuation or extension of services;

2. The program for the design services is filed with the DSP;

3. MSBA staff has made a written determination that the request for continued or extended services is otherwise in compliance with the MSBA's regulations, policies, procedures, and guidelines and the provisions of the feasibility study agreement, project scope and budget agreement, and/or project funding agreement, as applicable;

4. The DSP approves the appointment of the designer for continued or extended services and states the reason therefore.

Section 9: Emergency Designer Selection Process

A. If a situation arises in accordance with Chapter 7C, Section 53, which has been declared an "emergency" by the Executive Director, an Eligible Applicant may request an emergency selection of a designer.

B. In consultation with the technical staff of the MSBA, the Eligible Applicant shall prepare a proposed scope of work, an estimate of the cost of construction for the designer's services, and submit this, and any other relevant information to the Executive Director.

C. In lieu of public advertisement, the Executive Director or his/her designee will consult with the Eligible Applicant to select three to six qualified firms who have Master File Brochures on file, to solicit to perform this work.

D. The MSBA staff will poll an ad-hoc committee of three members of the DSP to select at least three qualified finalists and forward the names of the finalists to the Eligible Applicant with a written statement explaining the committee's reasons for its choice(s).

E. The Eligible Applicant will select one of the three finalists to perform the work and forward the name of the selected firm to the DSP with a written statement explaining the reasons for its choice.

Section 10: Statutory Representations by the MSBA

A. The projects of the MSBA and the Eligible Applicants are not subject to the jurisdiction of the Division of Capital Asset Management and Maintenance.

B. The DSP procedures substantially incorporate the procedures required of the Commonwealth's Designer Selection Board in M.G.L. Chapter 7C, Section 45 through 53, inclusive, and Section 55.