

REQUEST FOR OWNER'S PROJECT MANAGEMENT SERVICES (RFS)

1. Introduction

The *Town of Wareham* ("Owner") is seeking the services of a qualified "Owner's Project Manager" as defined in Massachusetts General Laws Chapter 149, Section 44A½ and as further defined by the provisions of this RFS, to provide Project Management Services for the design, construction, addition to and /or renovation of the *Minot Forest Elementary School* in **Wareham** Massachusetts ("Project").

The Owner is requesting the services of an Owner's Project Manager to represent the Owner during the feasibility study and schematic design phases of the project initially. Subject to the approval of the Project by the Massachusetts School Building Authority (the "MSBA") and further subject to continued funding authorized by the (City/Town/Regional District), the contract between the Owner and the Owner's Project Manager may be amended to include continued Project Management Services through design development, construction documents, bid and award, construction and final closeout of the potential Project. A potential approved Project may include a renovation of the existing School, a renovation and addition of the existing School and/or new construction. The estimated total project costs of an approved potential Project may range from **\$50,000,000** to **\$80,000,000** depending upon the solution that is agreed upon by the Owner and the MSBA and that is ultimately approved by a vote of the MSBA Board of Directors.

2. Background



The Town of Wareham is governed by a 5 member Board of Selectmen and a Town Administrator. There is a 9 member Finance Committee and a 5 member School Committee. A School Building Committee has been formed with 23 members to oversee this project, which recently approved the formation of an OPM Selection Committee of 10 members. We are very fortunate to have a wide representative of backgrounds to serve on the School Building Committee.

The greatest 20th century population increase in Wareham took place after WWII. Over two thirds of Wareham's housing has been built since 1950, some following existing settlement patterns and others in new subdivisions and developments. Today there are approximately 12,000 housing units in Wareham, of which one third are seasonal. The Cranberry Highway emerged as a major retail corridor in the 1950s, reaching its peak in the 1970s as Cape-bound traffic was required to pass through this commercial zone of Route 6. However, the construction of Routes 495/25 bypass and 195 have greatly reduced non-local traffic and business activity. While Wareham's economic base has shifted to service industries, cranberry growing remains an important economic factor, and cranberry growers control over 30% of Wareham's 29,940 acres of land. (From Wareham Historical Commission).

Historically, the Minot Forest School was one of two large elementary schools in Wareham, originally built for students up to grade 6. Over the years and with different configurations, students who resided in Prek-5 on the East side of town went to the Minot Forest/Ethel E. Hammond/ East Wareham Schools. Students who resided K-5 on the West side of town went to the John W. Decas School. Budget cuts closed the Ethel E. Hammond and East Wareham Schools. Due to space needs, the fifth grade classes were relocated to Wareham Middle School for September, 2013. Due to equity issues with class sizes, the district reconfigured both elementary schools for September, 2014 and, based on capacity, the John W. Decas School became a district school for K-2 and the Minot Forest Elementary School became a district school for preschool, grades 3 and 4.

During the summer of 2016, the four, thirty year old, portable classrooms that were attached to Minot Forest had to be demolished due to severe deterioration and mold. This resulted in a loss of space for Art, Music, and additional special education classes as well as restricting the ability of the district to provide space for community sports and services.

One of the gymnasiums has been assigned as the music room and to store all the art materials and desks for the teachers. This has resulted in a loss of a gymnasium that was used after school by various leagues in the community. When assemblies are scheduled, they are held in the one remaining gymnasium, however, that does not allow physical education classes to be held during that time. Since the cafeteria is not large enough to hold an entire grade level, the gym has to be used. In the winter or on cold, rainy days, PE has to be held in the classroom if we have a special event. The art teacher has to travel to each classroom on a cart which limits the projects she can teach. To accommodate the loss of special education

classrooms, the library has been changed and three special education teachers are assigned there with tables to work with students.

In light of the age of the building (51 years old), the lack of vital space, the insufficient electrical components, cold/drafty windows, inefficient heating, poorly functioning elevator the application to MSBA was submitted.

3. Project Description, Objectives and Scope of Services

Project Description

On or about **April 8, 2015**, the Owner submitted a Statement of Interest (Attachment A) to the MSBA for Minot Forest Elementary 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 **February 15, 2017** Board of Directors meeting, the MSBA voted to issue an invitation to the Owner to conduct a feasibility study for this Statement of Interest to identify and study possible solutions and, through a collaborative process with the MSBA, reach a mutually-agreed upon solution. The MSBA has not approved a Project and the results of this feasibility study may or may not result in an approved Project.

As a result of a collaborative analysis with the MSBA of enrollment projections and space capacity needs for the Minot Forest Elementary School (the “Proposed Project”), the design of alternatives, which may be evaluated as part of the feasibility study for the Minot Forest Elementary School, shall be based in accordance with the following:

Enrollment for Grades 3-4	Enrollment for Grades K-4
405 students	1,020 students

It is anticipated that the feasibility study will review the problems identified in the Statement of Interest at the Minot Forest Elementary School, and determine a solution to better meet the educational, technology, accessibility and security needs of the students enrolled here and the enrollment needs of the district.

The design and construction of the current building does not meet the educational needs of the district. Key problems identified by the Statement of Interest included the significant disrepair of the building, the inadequate electrical and energy systems, concerns with accessibility, lack of security at building entrances, traffic management, use of hazardous building materials, and lack of suitable educational spaces.

The original building was built in 1966 and consisted of a 15 classroom, 2 story academic wing with a separate split level wing housing the core facilities. An addition was constructed in 1974 with 11 more classrooms in a two story arrangement. Four modular classrooms were added in 1994 at the end of the classroom wing. However, these modular classrooms were recently removed due to concerns with the safety of the structure and the building environment. This additional loss of space has presented many difficulties to the school, particularly with regard to special education, art and music.

The Minot Forest Elementary School is located on a plot of approximately 420,000 sq ft, abutting Minot Avenue. The site slopes up from the street at an elevation of approximately 44 ft to a max elevation of 92 feet. The main drive leads past a terraced parking lots at the bottom of the hill up to the main entrance and to a large bus turnaround beyond it. The size and slope of the site will present significant challenges to the new building or expansion. The site and building are not known to have any specific, designated state or local historical value, although the site abuts the William Minot Forest.

Project Objectives

Project Objectives under consideration by the Owner include:

- Incorporating the District’s educational program and priorities into the process;

- Consideration of the District's enrollment needs and possible grade configurations;
- Identification of community concerns that may impact study options and engaging the community to build support for the project;
- Identification of specific milestone requirements and/or constraints of the District – e.g. Town votes, swing space, occupancy issues;
- Consideration of energy efficiency factors, including Northeast Collaborative for High Performance Schools (NE-CHPS) criteria or US Green Building Council's LEED for Schools Rating System (LEED-S);
- Preparing a design which will minimize the operational costs of the building;
- Explore CM-at-Risk Delivery and Design-Bid-Build Methods as options; and,
- Identification of school spaces that can be used to meet community needs.

Project Scope

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

- | | |
|-----------------------------------------------------------------|----------------------------|
| 1. Feasibility Study/Schematic Design Phase; | <i>12-24</i> months |
| 2. Design Development/Construction Documents/Bidding Phase; and | <i>10-12</i> months |
| 3. Construction Phase. | <i>24-36</i> months |

4. Minimum Requirements and Evaluation Criteria:

Minimum Requirements:

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

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

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

or,

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

Evaluation Criteria

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

	Criteria	A Weighting	B Rating (Up to 10 points per criterion)	C Weighted Score (AxB)
1)	Past performance of the Respondent, if any, with regard to public, private, DOE funded and MSBA-funded school projects across the Commonwealth, as evidenced by : Documented performance on previous projects as set forth in Attachment C, including the number of projects managed, project dollar value, number and percentage completed on time, number and dollar value of change orders, average number of projects per project manager per year, number of accidents and safety violations, dollar value of any safety fines, and number and outcome of any legal actions; Satisfactory working relationship with designers, contractors, Owner, the MSBA and local officials.	0.7		
2)	Thorough knowledge of the Massachusetts State Building Code, regulations related to the Americans with Disabilities Act, and all other pertinent codes and regulations related to successful completion of the project.	0.15		
3)	Thorough knowledge of Commonwealth construction procurement laws, regulations, policies and procedures, as amended by the 2004 Construction Reform laws, and knowledge and experience with CM-At-Risk procurement methodology.	0.4		
4)	Management approach: Describe the Respondent's approach to providing the level and nature of services required as evidenced by proposed project staffing for a potential (hypothetical) proposed project for new construction or renovation; proposed project management systems; effective information management; and examples of problem solving approaches to resolving issues that impact time and cost.	0.5		
5)	Key personnel: Provide an organizational chart that shows the interrelationship of key personnel to be provided by the Respondent for this project and that identifies the individuals and associated firms (if any) who will fill the roles of Project Director, Project	0.4		

	Representative and any other key roles identified by the Respondent, including but not limited to roles in design review, estimating, cost and schedule control. Specifically, describe the time commitment, experience and references for these key personnel including relevant experience in the supervision of construction of several projects that have been either successfully completed or in process that are similar in type, size, dollar value and complexity to the project being considered.			
6)	Capacity and skills: Identify existing employees by number and area of expertise (e.g. field supervision, cost estimating, schedule analysis, value engineering, constructability review, quality control and safety). Identify any services to be provided by Sub consultants.	0.5		
7)	Identify the Respondent's current and projected workload for projects estimated to cost in excess of \$1.5 million.	0.3		
8)	Familiarity with Massachusetts MA-CHPS Northeast Collaborative for High Performance Schools (NE-CHPS) criteria or US Green Building Council's LEED for Schools (LEED-S) Rating System. Demonstrated experience working on high performance green buildings (if any), green building rating system used (e.g., NE-CHPS or LEED-S), life cycle cost analysis and recommendations to Owners about building materials, finishes etc., ability to assist in grant applications for funding and track Owner documentation for NE-CHPS or LEED-S prerequisites.	0.4		
9)	Thorough knowledge and demonstrated experience with life cycle cost analysis, cost estimating and value engineering with actual examples of recommendations and associated benefits to Owners.	0.5		
10)	Knowledge of the purpose and practices of the services of Building Commissioning Consultants.	0.15		
11)	Financial Stability: Provide current balance sheet and income statement as evidence of the Respondent's financial stability and capacity to support the proposed contract.	0.5		
12)	Community Engagement: show experience of projects which successfully built support in the local community for the project.	0.5		
	TOTAL WEIGHTED SCORE (MAX=50points)			

In order to establish a short list of Respondents to be interviewed, the Owner will base its initial ranking of Respondents on the above Evaluation Criteria.

The Owner will establish its final ranking of the short-listed Respondents after conducting interviews and reference checks.

The Owner reserves the right to consider any other relevant criteria that it may deem appropriate, within its sole discretion, and such other relevant criteria as the MSBA may request. The Owner may or may not, within its sole discretion, seek additional information from Respondents.

This Request for Services, any addenda issued by the Owner, and the selected Respondent's response, will become part of the executed contract. The key personnel that the Respondent identifies in its response must be contractually committed for the Project. No substitution or replacement of key personnel or change in the Subconsultants identified in the response shall take place without the prior written approval of the Owner and the MSBA.

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

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

5. Selection Process and Selection Schedule

Process

All proposals will be reviewed by the School Building Committee Owners Project Manager Sub-Committee (the “sub-committee”) comprised of ten members of the full School Building Committee. All proposals must meet the minimum criteria identified in Section 4 of this RFS. All proposals will be reviewed and scored by the sub-committee, individually, outside of a meeting using the criteria and point totals identified in the Evaluation criteria listed in section 4. All score sheets will be turned into the Procurement Officer who will tabulate the totals and produce initial rankings. The subcommittee will meet to discuss the rankings before they are finalized for interviews. The sub-committee may select as many as five, but no fewer than 3, respondents based on the highest scores received during the review process for an interview to finalize and rank the responses. Standard scoring sheets will be used and the top point recipients in total of the entire sub-committee scoring shall be selected for the interview.

The sub-committee must rank the Responses based on the weighted evaluation criteria identified in the RFS and must short-list a minimum of three Responses.

The interview process will be a minimum of 30 minutes in length for each respondent and will consist of a presentation by the respondent (maximum of 15 minutes) and standard questions that will be uniformly asked of all interviewed respondents. The sub-committee members will then rank the respondents based on their in-person presentation and answers on an individual score sheet. The results of this score sheet will be worth 50% of the final point total, with the other 50% coming from the overall weighted score from the Evaluation Criteria. Following the interviews, reference checks will be made. References showing problems with service delivery or communication with prior owners shall be brought back to the sub-committee to determine if further evaluation is needed.

The sub-committee will present their recommended finalist to a meeting of the School Building Committee, which will then vote to either approve the recommendation or request further information. The respondent may be asked to attend this meeting.

The Owner will commence with fee negotiations that will cover the Feasibility Study/Schematic Design Phases of the project. The Owner intends to negotiate a lump sum contract dependent upon an evaluation of the level of effort, job complexity, specialized knowledge, estimated construction cost, comparison with past project fees, and other considerations. The respondent will be required to provide staffing plans for potential projects for future phases and to provide pricing information, including hourly rates by job classification, for all phases specified in the contract at the time of the initial fee negotiation. The respondent will also be required to show past projects and the costs associated with similar types of projects.

The Owner will commence fee negotiations with the first-ranked selection.

If the Owner is unable to negotiate a contract with the first-ranked selection, the Owner will then commence negotiations with its second-ranked selection and so on, until a contract is successfully negotiated and approved by the Owner.

First-ranked selection will be submitted to the MSBA for its approval. The first-ranked selection may be asked to participate in a presentation to the MSBA and/or submit additional documentation, as required by MSBA, as part of the MSBA approval process.

The Owner reserves the right to re-advertise if less than three responses are received or to re-advertise if fee negotiations fail.

Schedule

The following is a tentative schedule of the selection process, subject to change at the Owner's and MSBA's discretion.

May 8, 2017	Advertise RFS in the Standard Times Newspaper.
May 10, 2017	Advertise RFS in Central Register of the Commonwealth of Massachusetts .
May 16, 2017	Informational meeting and site visit (10AM)
May 18, 2017	Last day for questions from Respondents (3PM)
May 24, 2017	Responses due (3PM)
May 30, 2017	Respondents short-listed
June 7, 2017	Interview short-listed Respondents (1PM – 6PM)
June 12, 2017	Negotiate with selected Respondent (6:15PM)
June 14, 2017	Final selection submitted to the MSBA for review and approval
July 10, 2017	Execute contract

Requests for Services may be obtained by email from:

Michael MacMillan, School Business Manager
Wareham Public Schools
48 Marion Road,
Wareham MA 02571

Tel. 508-291-3500 x3510
mmacmillan@wareham.k12.ma.us

on or after Wednesday, May 10, 2017.

The Informational Meeting and Visit is optional however respondents intending to attend should notify:

Michael MacMillan, School Business Manager
Wareham Public Schools
48 Marion Road,
Wareham MA 02571

508-291-3500 x3510
mmacmillan@wareham.k12.ma.us

by 3PM, Monday, May 15, 2017.

Any questions concerning this Request for Services must be submitted in writing to:

Michael MacMillan, School Business Manager
Wareham Public Schools
48 Marion Road,
Wareham MA 02571

508-291-3500 x3510
mmacmillan@wareham.k12.ma.us

by the 3 pm on Thursday, May 18, 2017.

Sealed Responses to the Requests for Services for Owner's Project Manager Services must be clearly labeled "Owner's Project Management Services for Minot Forest Elementary School" and delivered to:

Michael MacMillan, School Business Manager
Wareham Public Schools
3rd Floor
48 Marion Road,
Wareham MA 02571

508-291-3500 x3510
mmacmillan@wareham.k12.ma.us

no later than 3pm on Wednesday, May 24, 2017. The Owner assumes no responsibility or liability for late delivery or receipt of Responses. All responses received after the stated submittal date and time will be judged to be unacceptable and will be returned unopened to the sender.

6. Requirements for content of response:

Submit ***II*** hard copies of the response to this Request for Services and one electronic version in PDF format (either on CD or USB flash drive). All responses shall be:

- In ink or typewritten;
- Presented in an organized and clear manner;
- Must include the required forms in Attachment C;
- Must include all required certifications;
- Must include the following information:
 1. Cover letter shall be a maximum of two pages in length and include:
 - a. An acknowledgement of any addendum issued to the RFS.
 - b. An acknowledgement that the Respondent has read the Request for Services. Respondent shall note any exceptions to the RFS in its cover letter.
 - c. An acknowledgement that the Respondent has read the Standard Contract. Respondent shall note any exceptions to the Standard Contract in its cover letter.
 - d. A specific statement regarding compliance with the minimum requirements identified in Item 4 of this Request for Services to include identification of registration, number of years of experience and where obtained (as supported by the resume section of Attachment C), as

well as the date of the MCPPO certification. (A copy of the MCPPO certification must be attached to the cover letter).

- e. A description of the Respondent's organization and its history.
 - f. The signature of an individual authorized to negotiate and execute the Contract for Project Management Services, in the form that is attached to the RFS, on behalf of the Respondent.
 - g. The name, title, address, e-mail and telephone number of the contact person who can respond to requests for additional information.
2. Selection Criteria: The response shall address the Respondent's ability to meet the "Selection Criteria" Section including submittal of additional information as needed. The total length of the Response (including Attachment C only but excluding Attachments A, B and D) may not exceed twenty (20) single-sided numbered pages with a minimum acceptable font size of "12 pt" for all text.

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

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Respondents shall include the following certifications with their submission:

1. Certificate of Non-Collusion
2. Tax Compliance Certification
3. Certificate of Corporate Vote

7. **Payment Schedule and Fee Explanation:**

The Owner will negotiate the fee for services dependent upon an evaluation of the level of effort required, job complexity, specialized knowledge required, estimated construction cost, comparison with past project fees, and other considerations. As construction cost is but one of several factors, a final construction figure in excess of the initial construction estimate will not, in and of itself, constitute a justification for an increased Owner's Project Manager fee.

8. **Other Provisions**

A. **Public Record**

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

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

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

C. **Communications with the Owner**

The Owner's Procurement Officer for this Request for Services is:

Michael MacMillan, School Business Manager
Wareham Public Schools
48 Marion Road,
Wareham MA 02571

508-291-3500 x3510
mmacmillan@wareham.k12.ma.us

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

D. **Costs**

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

E. Withdrawn/Irrevocability of Responses

A Respondent may withdraw and resubmit their response prior to the deadline. No withdrawals or re-submissions will be allowed after the deadline.

F. Rejection of Responses, Modification of RFS

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

G. Subcontracting and Joint Ventures

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

H. Validity of Response

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

FURTHER INFORMATION

ATTACHMENTS:

Attachment A: Statement of Interest

Attachment B: Contract for Owner's Project Management Services

Attachment C: OPM Application Form - May 2008

Attachment D: Required Certifications

ATTACHMENT A
STATEMENT OF INTEREST

(ATTACHED)

Massachusetts School Building Authority

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

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

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

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

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

**Local chief executive officer: In a city or town with a manager form of government, the manager of the municipality; in other cities, the mayor; and in other towns, the board of selectmen unless, in a city or town, some other municipal office is designated as the chief executive office under the provisions of a local charter.*

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

- 1 **School Committee Vote:** Submittal of all SOIs must be approved by a vote of the School Committee.
 - 1 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.
- 1 **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.
 - 1 Regional School Districts do not need to submit a vote of the municipal body.
 - 1 For the vote of the municipal governing body, a copy of the text of the vote, which shall be substantially the same as the MSBA's SOI vote language, must be submitted with a certification of the City/Town Clerk that the vote was taken and duly recorded, and the date of the vote must be provided.

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

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

- | If a District selects Priority #1, Replacement or renovation of a building which is structurally unsound or otherwise in a condition seriously jeopardizing the health and safety of the school children, where no alternative exists, the MSBA requires a hard copy of the engineering or other report detailing the nature and severity of the problem and a written professional opinion of how imminent the system failure is likely to manifest itself. The District also must submit photographs of the problematic building area or system to the MSBA.
- | If a District selects Priority #3, Prevention of a loss of accreditation, the MSBA requires the full accreditation report(s) and any supporting correspondence between the District and the accrediting entity.

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

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

Massachusetts School Building Authority

School District Wareham

District Contact Michael MacMillan TEL: (508) 291-3500

Name of School Minot Forest

Submission Date 4/8/2015

SOI CERTIFICATION

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

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

Chief Executive Officer *

Derek Sullivan

Town Administrator

School Committee Chair

Geoff Swett

Superintendent of Schools

Dr Kimberly Shaver-Hood

(signature)

Date

(signature)

Date

(signature)

Date

* Local chief executive officer: In a city or town with a manager form of government, the manager of the municipality; in other cities, the mayor; and in other towns, the board of selectmen unless, in a city or town, some other municipal office is designated to the chief executive office under the provisions of a local charter. Please note, in districts where the Superintendent is also the Local Chief Executive Officer, it is required for the same person to sign the Statement of Interest Certifications twice. Please do not leave any signature lines blank.

Massachusetts School Building Authority

School District Wareham

District Contact Michael MacMillan TEL: (508) 291-3500

Name of School Minot Forest

Submission Date 4/8/2015

Note

The chair of the school committee changed (to G Swett) on 04/08.

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

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

SOI Vote Requirement

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

Potential Project Scope: Renovation/ Addition

Is this SOI the District Priority SOI? YES

School name of the District Priority SOI: 2015 Minot Forest

Is this part of a larger facilities plan? NO

If "YES", please provide the following:

Facilities Plan Date:

Planning Firm:

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

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

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

Does the District have a Master Educational Plan that includes facility goals for this building and all school buildings in District? NO

Does the District have related report(s)/document(s) that detail its facilities, student configurations at each facility, and District operational budget information, both current and proposed? NO

If "NO", please note that:

If, based on the SOI review process, a facility rises to the level of need and urgency and is invited into the Eligibility Period, the District will need to provide to the MSBA a detailed Educational Plan for not only that facility, but all facilities in the District in order to move forward in the MSBA's school building construction process.

Is there overcrowding at the school facility? NO

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

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

If "YES", how many teaching positions were affected? 26

At which schools in the district? Minot Forest Elem, John W Decas Elem, High, Middle, West Academy, Cooperative Sch and East

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

Multiple, including General Ed Elementary, English, Art, Languages, Elementary Interventionist, Math, Science, PE and SPED. Since these cuts, one G2 classroom teacher position was added.

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

If "YES", how many staff positions were affected? 8

At which schools in the district? Decas Elem, Minot Elem, Middle School, High School, PreSchool, West and Cooperative School

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

Administrative, maintenance, paraprofessional, guidance, nurses, SPED, Administrator. Since these cuts, some positions were added- SPED specialists (4, to replace contracted services), paraprofessional(1), technology(1), Counselor (1), and maintenance(0.5)

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.

As part of the FY2015 budget, we moved PreK program to the Minot Forest Elementary School, that allowed us to move two alternative ed programs from their respective buildings to the vacated Pre-k building (East Wareham School). Moving our alternative ed programs allowed us to close two buildings and reduce building overhead costs and make staffing reductions. We also reconfigured our elementary schools - now all K-2 are in Decas and PreK, 3 and 4 are at Minot. This allowed us to make some staffing reductions while keeping class sizes around 22-25.

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

The individual school building budgets are developed by the principals, the Directors of Curriculum and Student Services develop their programmatic budgets and the Superintendent and Business Manager prepare district wide budgets in consultation with directors. Both the Principals and the Directors prepare a document detailing their budget requests, particularly staffing changes. These requests are linked to school improvement plans and supported by data. Principals and directors also complete excel workbooks that detail budget requests for non-staffing lines. The Business Manager uses the existing position list - plus any changes requested - to estimate staffing costs. A series of budget reviews are held with the Superintendent with all budget developers and reviews are held with the Superintendent's Budget Advisory Committee. A School Committee workshop budget session also takes place with budget developers - attended by Town Administrator and BoS / FinCom reps. The FY15 budget is \$26,879,655, no increase from FY14. Our draft FY16 budget has been presented to our school committee and, at a public hearing, to the Town Selectmen. Our initial request was for \$27,842,986 - an increase of \$963,331. The primary drivers of this increase are contractual staffing costs and Out of District Sped tuition costs. The budget as it stands includes reducing two teaching positions, maintaining current class sizes and, combined with grants, enhancing our curriculum program. The feedback from the Town Administrator is that this budget, combined with the rest of the Town Budget would leave the Town with a significant deficit. On Wednesday 4/8/15, the School Committee will be voting on a proposed FY16 budget of \$27,134,655. If approved, this reduction on the requested budget will be achieved through restructuring of alternative ed programs, restriction of transportation to students over 1 mile from school, savings from staff retirements and some staffing position reductions.

General Description

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

The original building was built in 1966 and consisted of a 15 classroom, 2 story academic wing with a separate split level wing housing the core facilities. An addition was constructed in 1974 with 11 more classrooms in a two story arrangement. The addition also included an art room and a second gymnasium. Two modular classrooms were added in 1994 at the end of the classroom wing. A large area was taken out of one classroom to provide for an access corridor to the modular units. An additional modular unit was added in 2006 with two additional classrooms. The modular additions were originally purchased in 1984 and had been in use for the MS and HS. The modular classrooms were added with no additional core structure (lavatory, gymnasium, or cafeteria) supports.

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

103450

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).

The Minot Forest Elementary School is located on a plot of approximately 50,000 sq ft, abutting Minot Avenue. The site slopes up from the street to a max elevation of 92 feet. The main drive leads pas terraced parking lots at the bottom of the hill up to the main entrance and to a large bus turnaround beyond it.

A second entrance to the building receives students coming from the buses. The main entrance is reached by a large series of steps while the second entry is a near level entry. Canopies are located above both entries. A second drive slops up to the service area and to the back portion of the site which rises to a still higher level. Paving is worn and cracked in many areas and in need of repair.

The nearest neighboring building is a small housing complex, at it's closest it is approximately 100 feet east, to the rear of the plot. The school building is 220 feet from the main road, which lies to the north of the school. On the West and South sides, the plot is surrounded by forest, for over 1000 feet.

The plot includes a school building, 2 parking lots, a bus turning circle (enclosing a small playground), one sports fields and large grassed area with a basketball court and playground. There is one road access to the site, leading to two drives, which presents a significant problem for vehicular access during the school year and would present a difficulty for any potential project. There is also insufficient parking space. The playing fields are used by a community sports organization.

The building itself is on three levels - the first and second floor and a mid level floor which is to the west of the building on the slope and is not directly above/below the other floors. This arrangement of the floors presents a challenge for wheelchair access and there is an elevator at the east end of the building with access the first and second floor and a wheel chair stair lift (in process of replacement) at the west end of the building which accesses all three floors.

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)

63 Minot Avenue, Wareham, MA 02571

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).

The building was constructed with sloping steel beam and bar joists on steel columns. The floors are poured concrete, the roof deck is generally poured gypsum on form deck. There is a concrete foundation and slab on grade. The modular classrooms are located on concrete piers.

Roofs on the building are gently sloped, although the portable roofs are flat. The roof has gutters and downspouts which discharge onto grade.

There are multiple leaks in the roof of the modular classrooms. On March 10th, due to heavy snow load on the roof, the Building Inspector visited the school, he expressed concerns about the stability of the roof and its ability to withstand further snow fall or wind / stormy conditions. There was also significant leaking through the roof and ceiling tiles were being dislodged / broken and were then falling into classrooms. As a result, as of March 16th the portables have been out of use.

The exterior walls are masonry with face brick in most areas and some areas with wood board and batten. The brick building facade is in reasonable to good condition.

Windows are single glazed with a gasketed metal sash. The principal's and nurse's offices have plastic covering the windows in an attempt to keep these spaces warm. Insulated panels are used at the large window walls.

The existing aluminium entrance doors have been repaired on an ongoing basis but further repairs are needed. There is one buzzer on the main door - but none for handicap accessibility.

Has there been a Major Repair or Replacement of the EXTERIOR WALLS? NO

Year of Last Major Repair or Replacement:(YYYY) 1966

Description of Last Major Repair or Replacement:

Exterior walls have never been replaced or repaired.

Roof Section A

Is the District seeking replacement of the Roof Section? NO

Area of Section (square feet) 28000

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

PVC

Age of Section (number of years since the Roof was installed or replaced) 13

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

Original Roof Replaced

Roof Section B

Is the District seeking replacement of the Roof Section? NO

Area of Section (square feet) 16000

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

PVC

Age of Section (number of years since the Roof was installed or replaced) 13

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

sdf

Roof Section C

Is the District seeking replacement of the Roof Section? NO

Area of Section (square feet) 5110

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

Tar and Gravel

Age of Section (number of years since the Roof was installed or replaced) 40

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

As required

Window Section A

Is the District seeking replacement of the Windows Section? YES

Windows in Section (count) 124

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

Windows are single glazed with a gasketed metal sash. .

Age of Section (number of years since the Windows were installed or replaced) 49

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

Repair and replacement has been limited to glass breakage.

Window Section B

Is the District seeking replacement of the Windows Section? YES

Windows in Section (count) 43

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

Single Glaze with gasketed metal sash

Age of Section (number of years since the Windows were installed or replaced) 41

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

As required by breakage.

Window Section C

Is the District seeking replacement of the Windows Section? NO

Windows in Section (count) 10

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

Single glaze

Age of Section (number of years since the Windows were installed or replaced) 40

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

In the modular classrooms

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

The electrical systems are the original 1966 and 1974 construction. There is a pad mounted transfer just outside the emergency generator room. The main building is rated at 1200 ampere, 120/208 volt system, three phase, four wire. The distribution panels and sub-panels have circuit breaker. Emergency power is provided by a 30-kw generator, 120/208 volt three phase, three wire diesel fired unit complete with a transfer switch. Each classroom has only two to three electrical receptacles each however, in Spring 2010, due to the proximity of outlets to the classroom sinks, all classrooms lost access to one the available outlets. Classrooms desperately need additional receptacles to meet the increasing power demands of technology integration.

The fire alarm is an MS9600 model, located in the main entry. Fire detection is provided by manual pull stations and audio/visual units. There are heat detectors located in storage rooms, janitors closets and the boiler room. The fire alarm system has undergone 2 phases of replacement and is in need of a final stage of replacement. The system needs to be further upgraded to include ADA standards for pull station mounting height, strobe lights and sound levels. Smoke detectors should be added corridors and and heat detectors should be added to classrooms.

The building does not have sprinkler systems.

The sound system which is located in the Main office consists of a Bogen Model PG PD-1 console with microphone,

remote microphone for the bus platform and 50 lever switches. This system has reached the end of its useful life and not all classrooms can be reached by the system as a few classrooms don't have access to the system or are simply broken and we have not been able to obtain parts for repair.

The clock/bell system consists of a Simplex Model 2350 master controller located in the main office. However, the bell system has caused short circuits and is no longer in use due to safety concerns.

A central hot water system serves the building with all equipment part of the original construction. The two HB Smith 450 MILLS boilers (1965) have 18 sections a Net IBR Rating of 5,217 BTUH Water and forced draft exhaust. The boilers have been run alternatively with only 1 boiler being necessary to heat the building.

The classroom unit ventilators manufactured by Nesbitt are floor mounted, ducted through wall, integral with the casework, with pneumatic controls. The equipment unit ventilators are original equipment. Maintenance consists of cleaning, lubricating and changing the filters twice a year.

There is no air conditioning in the building. The modular classrooms have electric heat with forced hot air distributed through circular ceiling diffusers. This heating is insufficient during the cold weather, there is a lack on uniformity in the heating which means that some classrooms are too warm and others too cold. The system controls require room by room adjustment of thermostats. There is electric baseboard heat in the corridor link to the main building.

Boiler Section 1

Is the District seeking replacement of the Boiler? YES

Is there more than one boiler room in the School? YES

What percentage of the School is heated by the Boiler? 95

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

Gas

Age of Boiler (number of years since the Boiler was installed or replaced) 49

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

One boiler has had replacement of the refractory brick. Otherwise, only minor repair as needed

Boiler Section 2

Is the District seeking replacement of the Boiler? YES

Is there more than one boiler room in the School? YES

What percentage of the School is heated by the Boiler? 95

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

Gas

Age of Boiler (number of years since the Boiler was installed or replaced) 49

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

Minot repairs as required

Has there been a Major Repair or Replacement of the HVAC SYSTEM? NO

Year of Last Major Repair or Replacement:(YYYY) 1966

Description of Last Major Repair or Replacement:

Regular maintenance of the HVAC consists of replacing filters, exhaust fans and motors. The exhaust fans are poorly located in the classroom coat closets and elevated carbon dioxide levels have been detected periodically through air quality testing.

Has there been a Major Repair or Replacement of the ELECTRICAL SERVICES AND DISTRIBUTION SYSTEM? YES

Year of Last Major Repair or Replacement:(YYYY) 2009

Description of Last Major Repair or Replacement:

Periodic repair and replacement of outlets and switches.

Recent major replacement was in 2009 when the kitchen electrical system had to be replaced to accommodate the replacement of a steam jacket. The electrical system work cost the district \$25,000 to update. The master clock is no longer functional. The Portables run off the main electrical system

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).

The corridors and stairs' floors and base are terrazzo in construction. Throughout the building walls are plaster with a ceramic tile dado at the corridors in the original building only . Walls have some wood paneling in other locations . Ceilings are suspended acoustic tile at most areas. Bathrooms have ceramic tile floors and dado with plaster walls and ceiling. Metal toilet partitions are still in serviceable condition. Classrooms in most areas of the building are of a good size. Wardrobe closets with doors are provided as well as sink cabinets and metal shelves are located along the window wall. Walls are plaster and have both chalk and talk boards.

Interior doors at the original building are wood and in the addition are hollow metal, both have metal frames. Interior doors are in reasonable condition except at corridors and stairs. These doors are worn. They also are generally only 5' wide pairs which are difficult for handicap access

The older gym has a wood floor, block walls and exposed sloping structure with wood deck. The acoustics in the space are poor. Glare from the windows is also a problem. The new gym has a synthetic sport floor, block walls and exposed sloping structure with fiber deck. Some moisture problems have been encountered with the back of the wall of the gym which is below grade.

The cafeteria is of modest size. The terrazzo floor and plaster walls are serviceable and the suspended ceiling works reasonably well acoustically. A small stage with a hardwood floor is located at one end. The kitchen has a quarry tile floor and plaster walls with a ceramic tile dado.

The modular classrooms are of a good size with several windows so they have good lighting and ventilation. However, no storage was provided in those rooms so coat racks and shelving have been added at a later time. There are also no bathrooms, sinks, or closets in the modular buildings.

The classroom lighting consists of two rows of six 4', two lamp fluorescent fixtures with plastic wrap around lens. The lighting level is fair. Each classroom has two duplex receptacles, one at the front and one on the side by the sink. Lighting was retrofitted around 1993.

Corridor lighting consists of surface mounted, single lamp, four foot fluorescent fixtures with plastic lenses. The lights are mounted perpendicular to the corridor with the lighting level being fair. All lighting (including external lights) are ready for replacement with energy conserving, low maintenance fixtures.

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

The program offered at Minot Forest Elementary School is a full day and half day pre-kindergarten program and an elementary program for grades 3 and 4. As well as general education classes, it includes the following SPED programs: Autism Spectrum Disorder / Substantially Separate, Social Learning Center / Cognitive & Developmental.

Following the changes at the start of FY2015, the school saw a substantial increase in enrollment. Although we were able to maintain moderate class sizes (18-24) there is lack of meeting space, small group instruction space, or adequate space for specialists. Since the closure of the 4 portable classrooms, 3 SPED teachers now share 1 room, music is in a gym, art is on cart, and a special education classroom has been relocated to a smaller classroom which is half the size of the

previous room.

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

30 Classroom spaces ranging from 850-1,257 s.f.
 2 Gymnasiums - 2,635 s.f. each
 1 Cafetorium - 2,650 s.f.
 1 Library/Media room - 1,062 s.f.
 1 Computer lab - 428 s.f.
 1 Title I room - 1,490 s.f. (currently in library)
 4 special education classrooms ranging from 300-860 s.f.

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

The district elementary schools were reconfigured at the start of FY2015 in order to make more effective and efficient use of the district's buildings.

The October 1st enrollment of Minot was as follows:

PreK - 73
 Grade 3 - 201
 Grade 4 - 220

This reorganization helped eliminate overcrowding at Minot Forest. The loss of the portable classrooms has put a strain on available space in the building.

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

The district has custodial teams in each school, with a head custodian. Preventative maintenance is the responsibility of the Head Custodian. We have a district preventative maintenance check list and a facility review to be completed each year. Progress and issues are monitored and recorded through a district facilities meeting every two weeks (or more often if required).

Annual maintenance occurs on an 'as needs' basis for mechanical systems / electrical systems.

A long term maintenance plan has allowed for some door replacements, and portable room improvements and maintenance to address inadequate heating in the modular units. The previous capital plan for 2011-2015 indicated the need for \$1,121,374 in capital and major repairs for the Minot School. In October 2014, Town Meeting approved the borrowing to replace the wheel chair lift. Work is under way with KBA Architects to prepare the designs / procurement for this work to take place over the summer.

The district has also been actively pursuing removal of asbestos tiles. In summer 2014 tiles from from 4 classrooms were removed and replaced. Additional floor tiles and ceiling tiles have been removed during 2015.

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.

Windows and doors

- | We estimate that a third of the heat within the building is lost through the non insulated windows and doors.

HVAC / Air Quality

- | The 1960's HVAC system is not an energy efficient system.
- | Classrooms have elevated carbon monoxide due to lack of fresh air or ventilation in rooms.
- | Air flow supply vents are in closets, which are not adequately placed.
- | Some classrooms are extremely warm in the winter, while others are cool. This is due to inefficient heating system and old boilers.

Fire Alarm System

- | Additional equipment needs to be added to the building at the request of the Fire Department since no sprinkler system is in place.
- | Classrooms do not have smoke detectors, as requested by Fire Department.

Building Safety

- | The building security system needs to be updated. There are only 3 working still cameras in the building and 4 outside the building (the external cameras are not enough to cover the whole building).
- | There is only one buzzer at the main door. There should be separate buzzers at other doors for handicap accessibility.
- | Intercom system can only be accessed from outside the Principal's office, some classrooms cannot hear announcements and classroom to classroom communication not clear. There is no communication with some classrooms during a lock down or emergency.

Electrical

- | Generator is old and parts are difficult to find. During a power outage, the generator does not always come on. Life safety components would not remain on.
- | The Emergency Generator is also frequently out of order and increasingly difficult to repair.
- | There is an elevator to access one part of the building. To access the other part, there is a chairlift (project underway to replace).
- | Wiring is original and outdated. All classrooms lost the usage of one of their electrical outlets in the spring of 2010. This situation is of great concern due to the daily risk of overloading available classroom electrical outlets. When trying to reinstate outside bells for recess, the ringing of the bell caused a flash in a classroom in an electrical panel. The bells had to be shut down because the system is antiquated and non-functional.
- | Master clock is not functioning. Several classrooms have battery operated clocks. This is difficult for classes to arrive on time when clocks are not linked to main system.
- | Bells cannot ring after class periods, for lunch, or recess or to signal need for students to enter building in the event of a lock down.

Priority 5***Question 2: Please describe the measures the district has already taken to mitigate the problem/issues described in Question 1 above.***

We worked with an Energy Company and had a staff member trained to be the district's Energy Manager. He provided staff with energy conservation education and works closely with the Head Custodians of each school to monitor compliance of strategies implemented. However, due to budget reasons this position had to be cut.

Measures taken to reduce energy consumption include:

- | regulating thermostats on timers to the heating systems
- | unplugging all electrical equipment in classrooms overnight
- | unplugging all major appliances (refrigerators where possible, vending machines) during school vacations
- | reducing usage of non-essential lighting in classrooms and hallways by removing bulb
- | lining windows with plastic to reduce heat loss and energy consumption.

Air Quality

- | Two Air Quality studies were done in 2009.
- | Teachers have been told to keep the closet doors opened to aid with ventilation, some closet doors were removed (vents were located within the classroom 'closet' spaces).
- | Teachers open windows when the rooms get too warm.

Fire Alarm System

- | We have been upgrading the fire alarm system in phases. Phase one was to replace the non-functional fire alarm panel. This also required new alarm horns and wiring to be installed in the hallways to be compatible with the new system. Unfortunately, teachers could not adequately hear the fire alarm if the classroom door was closed.
- | Subsequent projects installed alarm horns/sirens classrooms.
- | Further work is required to install smoke alarms in the classrooms.

Building Safety

- | One visual/speaker monitor was replaced however this did not improve the visual quality. Secretaries ask visitors to identify themselves before allowing the door to be opened.
- | A new camera system was added to the back and side of the building (with nothing on the front).
- | When a handicap visitor arrives, they must call the school with their own cell phone and the secretary has to walk down the hall to open the door. If a visitor does not have a cell phone, there is no way to know they need to enter the building.
- | An intercom system repair vendor has replaced parts on the main intercom system. The wiring in the building needs to be updated, as well as the speakers in each classroom.
- | Phones cannot be installed until additional wiring can be installed.
- | The school has to hold family events at separate times and separate days. Open House has to be held on two days since there is insufficient parking. There are still times however that despite this, cars are still parking wherever there is space.

Electrical

- | One classroom outlet has been covered in each of the classrooms due to safety concerns due to the proximity of the outlet to the classroom sink.

Occupational Safety.

- | Wiring is outdated and original. When trying to reinstate outside bells for recess, the ringing of the bell caused a flash in a classroom in an electrical panel. The bells had to be shut down.
- | Parts are very difficult to find to keep repairing the old generator. A new generator is needed.

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.

Air Quality

- | The air return vents need to be relocated in the classrooms. They are currently located in the classroom closet.
- | Elevated carbon dioxide levels cause students to be lethargic in their learning pace. With a limited amount of wall space, teachers use the closet doors to hang instructional material: however when used this way the doors can not remain open.

Quality of Educational Services

- | Additional classrooms are needed to allow teachers to be hired to lower class size, to relocate a substantially special education program so it is not isolated from the general population, and to allow three special education programs, currently sharing one classroom, to expand. Classroom space is also needed for art and music.

Building Safety

- | Inadequate fire system is a cause of concern and anxiety for teachers. They worry about the safety of the students and themselves in event of a fire incident.
- | Additional upgrades need to be done to the existing fire alarm unit. Smoke detectors need to be installed in each classroom, per request of the Wareham Fire Department. Due to a large apartment complex next to the school, there are cases of vandalism to the school. A security system upgrade is needed for additional cameras and cameras that can record. We have 3 operational recording cameras (one of which is very poor quality due to technical problems). We also have 4 external cameras of good quality. Staff should be able to enter the building by several doors. An upgrade to the entry security system could allow that. Staff are concerned with the poor quality of the intercom system. We need to have a system where the "all call" feature could be accessed from any point in the building.
- | The state of the intercom system results in teachers having to leave their classrooms to give the neighboring classroom a message when their system is inoperable. There is a safety concern with not being able to ring bells outdoors in the event of a lock down to signal classes to come inside.

Electrical

- | The school is limited to the number of items that can be plugged in and used at the same time. Circuits trip when several items are used. With the age of technology and the plan to expand technology equipment, the electrical system needs to be upgraded. It also would then support restoring of the bell system. During power outages, the generator will fail to provide adequate power and classrooms will have to double up. This situation is non-conducive to providing an acceptable educational environment for learning.

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.

The Minot Forest Elementary school is a safe, structurally sound building. Extending the useful life of the mechanical and electrical system and HVAC units will preserve the shell and infrastructure and prevent any further deterioration of the systems. We also believe that addressing these issues would improve the educational environment for our students and teachers and enhance their learning experience. Redesigning the parking lot / entrance and exit would reduce the amount of 'time on learning' lost due to delays in students getting to classrooms.

Please also provide the following:

Have the systems identified above been examined by an engineer or other trained building professional?: **NO**

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

The date of the inspection:

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

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.

Music is in the gym, art is on a cart and 3 SPED teachers sharing a room. 1 in a stairwell. ELL teacher in the shower room.

- | Modular classrooms are around 40 years old and have been in their current location at Minot Forest Elementary School for around 20 years.
- | These classrooms are in a state of severe dilapidation: floors are uneven, there are significant leaks at the 'join' between the modular classrooms and main building, despite multiple 'patches'.
- | Wood floors have soft spots and are weakened with signs of failure.
- | Hallway is cold due to lack of sufficient heat. One electrical heating register does not adequately heat the hall.
- | There are significant leaks at the point where the modular classrooms 'join' with the main building - this despite ongoing efforts to patch the roof.
- | Replacing the modular units with energy efficient permanent structures would eliminate the costly use of providing electrical heat in the portables.
- | No science lab or adequate computer lab.
- | The portables roof requires significant repairs / replacement to make it stable and to avoid leaks.

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 portable classrooms are now closed due to problems with the roof, we are seeking quotes for replacement of the roof.
- | Previously the portables were partially renovated for continued use.
The rugs in only ½ of the hallway and only in 2 classrooms were removed due to deterioration. The wood floor underneath was reinforced in those areas and the floors were tiled.
- | Portable heaters were installed in classrooms near the ceiling to add additional heat to the classrooms. These heaters also are run by electricity.

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.

- | Students housed in the portables have no direct access to water or lavatories. Students have to leave the portables to get a drink of water, wash their hands, or to use the lavatories in the main building.
- | This is not an equitable situation with other classrooms. During the winter, teachers must keep classroom doors closed due to hallways not having heat.
- | Temperature issues distract students from focusing on learning.
Loss of music and art classrooms, storage and areas for SPED teachers.

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
Derek Sullivan	Geoff Swett	Dr Kimberly Shaver-Hood
Town Administrator		
(signature)	(signature)	(signature)
Date	Date	Date

* Local Chief Executive Officer: In a city or town with a manager form of government, the manager of the municipality; in other cities, the mayor; and in other towns, the board of selectmen unless, in a city or town, some other municipal office is designated to the chief executive office under the provisions of a local charter. Please note, in districts where the Superintendent is also the Local Chief Executive Officer, it is required for the same person to sign the Statement of Interest Certifications twice. Please do not leave any signature lines blank.

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

CONTRACT FOR PROJECT MANAGEMENT SERVICES

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

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

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

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

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

OWNER

(print name)

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

OWNER'S PROJECT MANAGER

(print name)

(print title)
By _____
(signature)
Date _____

(Attach Certificate of Vote of Authorization)

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ARTICLE 1: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2: RELATIONSHIP OF THE PARTIES

- 2.1 The Owner's Project Manager shall act as an independent contractor of the Owner in providing the services required under this Contract.
- 2.2 The Owner's Project Manager warrants and represents to the Owner that it has fully, completely and truthfully represented the qualifications and skills of the Owner's Project Manager, its Subconsultants, agents, servants and employees in the proposal submitted by the Owner's Project Manager, the Contract documents and in all communications with the Owner relative to this Contract and the services to be performed hereunder by the Owner's Project Manager, its Subconsultants, agents, servants and employees.
- 2.3 The Owner's Project Manager shall perform its services under this Contract with no less than that degree of skill and care ordinarily exercised by similarly situated members of the Owner's Project Manager's profession on projects of similar size, scope and complexity as is involved on the Project. The Owner's Project Manager's services shall be rendered in accordance with this Contract.
- 2.4 The Parties hereto agree that the Designer is solely responsible for the design requirements and design criteria for the Project (except to the extent specifically delegated to others) and for performing in accordance with the contract between the Owner and Designer.
- 2.5 The Parties hereto agree that the Contractor or CM at Risk, as the case may be, shall be solely responsible for construction means, methods, techniques, sequences and procedures, the Contractor's or CM at Risk's schedules, and for safety precautions and programs in connection with the Project and for performing in accordance with the Owner-Contractor Agreement or the Owner-CM at Risk Agreement. The Owner's Project Manager shall be responsible for the Owner's Project Manager's negligent acts or omissions but shall not have control over or charge over acts or omissions of the Contractors, CM at Risk, Subcontractors, Trade Contractors or Non-Trade Contractors or the agents or employees of the Contractor, CM at Risk, Subcontractors, Trade Contractors or Non-Trade Contractors the Designer, the Authority, the Owner or the Commissioning Consultant.
- 2.6 Nothing in this Contract shall be construed as an assumption by the Owner's Project Manager of the responsibilities or duties of the Contractor or the CM at Risk or the Designer. The Owner's Project Manager's services shall be rendered compatibly and in coordination with the services provided by the Designer. It is not intended that the services of the Owner's Project Manager and Designer be competitive or duplicative, but rather complementary. The Owner's Project Manager shall be entitled to rely upon the Designer and Contractor or CM at Risk for the proper performance of their obligations pursuant to their respective contracts with the Owner.

ARTICLE 3: RESPONSIBILITIES OF THE OWNER

- 3.1 The Owner shall be responsible to oversee and monitor the performance of the Owner's Project Manager to ensure that it performs its obligations in a satisfactory manner. The Owner shall provide the necessary general direction and broad management coordination required to execute the Project.
- 3.2. The Owner shall designate an individual or individuals who shall have the authority to act on behalf of the Owner under this Contract and who shall be responsible for day-to-day communication between the Owner and the Owner's Project Manager.

- 3.3 Upon satisfactory completion of services performed, the Owner shall make payments to the Owner's Project Manager as provided in Articles 7, 8, 9 and 10.
- 3.4 The Owner shall be responsible for requiring the Contractor or CM at Risk and/or the Designer to comply with their respective contract obligations and to cooperate with the Owner's Project Manager.
- 3.5 The Owner shall provide timely information with respect to its requirements relative to the Project Schedule and the Project Budget, and shall further give timely notice to the Owner's Project Manager of any changes or modifications to the same.
- 3.6 To the extent such data is available, the Owner shall furnish to the Owner's Project Manager existing surveys of the Project site, building plans, borings, test pits, structural, mechanical, chemical or other test data, tests for air and water pollution and for hazardous materials, photographs and utility information. The Owner's Project Manager shall be entitled to reasonably rely upon the sufficiency and accuracy of the information furnished under this Article 3.6, provided that the Owner's Project Manager shall notify the Owner in writing of any deficiencies in such data that the Owner's Project Manager becomes aware of.

ARTICLE 4: RESPONSIBILITIES OF THE OWNER'S PROJECT MANAGER

- 4.1 The Owner's Project Manager shall provide project management services to monitor procurement procedures, design, construction and other related activities and to facilitate, coordinate and manage the Project with respect to timely performance in accordance with the Project Schedule and monitor the quality of services and workmanship and shall recommend courses of action to the Owner when respective contractual requirements are not being fulfilled. Services shall continue through substantial use and occupancy by the Owner, and Project closeout. As part of Basic Services, the Owner's Project Manager shall provide information as requested during final auditing as conducted by the Authority.
- 4.2 The Owner's Project Manager shall perform the services required under this Contract in conformance with applicable federal, state, and local laws, ordinances and regulations.
- 4.3 The Owner's Project Manager shall report to the Owner any act or inaction in connection with the Project which the Owner's Project Manager believes creates a substantial health or safety risk. Notwithstanding the immediately preceding sentence, the Owner's Project Manager shall not assume responsibility for safety precautions and programs in connection with the Project, which shall remain the sole responsibility of the Contractor or CM at Risk, as the case may be.
- 4.4 The Owner's Project Manager shall comply with terms and conditions of all project agreements executed between the Owner and the Authority and any and all administrative directives issued by the Authority now in effect or hereafter promulgated during the term of this Contract, without any additional compensation. The Owner shall reasonably compensate the Owner's Project Manager for complying with any such term or condition or directive, that was not provided to or was not readily available to the Owner's Project Manager prior to such Services being performed and that materially impacts the Owner's Project Manager's scope, or other aspect of its Services, Fee, schedule, or any obligations and responsibilities under this Contract.

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

ARTICLE 5: SUBCONSULTANTS

- 5.1 The Owner's Project Manager may employ Subconsultants, subject to the prior written approval of the Owner and subject to Paragraph 10.3 in order to perform Basic, Extra and Reimbursable services under this Contract. The employment of Subconsultants shall not in any way relieve the Owner's Project Manager from its responsibilities under this Contract. Nor shall the Owner's approval of a Subconsultant in any way relieve the Owner's Project Manager from its responsibilities under this Contract.
- 5.2 Upon request, the Owner's Project Manager shall provide the Owner copies of its agreements with Subconsultants, including amendments thereto, and shall consult with the Owner with respect to the inclusion therein of appropriate terms and conditions to assure timely, efficient and competent performance of the Subconsultants.
- 5.3 No substitution of Subconsultants and no use of additional Subconsultants shall be made without prior written approval of the Owner, which approval shall not be unreasonably withheld.
- 5.4 The OPM shall be responsible for all compensation to be paid to a subconsultant. No Subconsultant shall have recourse against the Owner or the Authority for payment of monies

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

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

ARTICLE 6: TERM AND TIMELY PERFORMANCE

- 6.1 The Owner's Project Manager acknowledges that expeditious completion of the Owner's Project Manager's services and the Project is of the utmost importance to the Owner. The term of this Agreement shall commence on the date stipulated in an Approval to proceed from the Owner. The Owner's Project Manager shall complete the services required under this Contract in a prompt and continuous manner. The Owner's Project Manager shall perform its services in a timely manner and shall not delay the work of the Designer, Contractor or CM at Risk. The Owner's Project Manager shall monitor the performance of the Designer and the Contractor or CM at Risk in accordance with schedules of performance that are established under their contracts with the Owner. The Owner's Project Manager shall immediately advise the Owner, as well as the Designer or the Contractor or CM at Risk, in writing, any time the Owner's Project Manager determines that either the Designer or the Contractor's or CM at Risk's performance is jeopardizing the Project Schedule or the Project Budget.
- 6.2 Time is of the essence in the performance of the Owner's Project Manager's obligations under this Agreement and under any amendment. The Owner's Project Manager agrees that no other work in its organization will be permitted to interfere with its timely performance of the work required under this Agreement or any amendment.
- 6.3 The Owner's Project Manager's services are to be provided in accordance with the time schedule set forth in the Feasibility Study Agreement and the Project Scope and Budget Agreement. If the schedule changes causing the need for revisions to the Owner's Project Manager's services, the Owner's Project Manager shall notify the Owner of the revisions to its services. The Owner shall have the right to extend the term of this Contract by amendment. All the rights and obligations of the parties for such extended periods shall be as set forth in this Contract or in the amendment.

ARTICLE 7: COMPENSATION

- 7.1 For the satisfactory performance of all services required pursuant to this Contract, excluding those services specified under Articles 9 and 10, the Owner's Project Manager shall be compensated by the Owner in an amount up to the Not-to-Exceed Fee for Basic Services, identified on Attachment A. The Owner's Project Manager shall submit invoices on a monthly basis in accordance with the Payment Schedule included as Attachment A. The Owner shall make payments to the Owner's Project Manager within 30 days of the Owner's approval of the invoice, which approval shall not be unreasonably withheld or delayed.
- 7.2 The Fee for Basic Services shall include, but not necessarily be limited to, all labor, overhead, profit, insurance, legal services, transportation, communication expenses, reasonable printing and copying necessary for completion of the Project. The fee for Basic Services also shall include (a) the costs of rebidding and resolicitation of proposals, bids, or

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

- 7.3 When the Owner's Project Manager receives payment from the Owner, the Owner's Project Manager shall promptly make payment to each Subconsultant whose work was included in the work for which such payment was received. The Owner shall have the contractual right to investigate any breach of performance of a Subconsultant and to initiate corrective measures it determines are necessary and in the best interest of the Owner. All contracts between the Owner's Project Manager and its Subconsultants shall include a provision in which the Owner's rights to initiate corrective action shall be stipulated.
- 7.4 The Owner's Project Manager shall be paid the remainder of the Fee for Basic Services, less previous payments, upon acceptance by the Owner of the Certificate of Final Completion and submission of evaluations.

ARTICLE 8: BASIC SERVICES

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

8.1 Project Management (For All Phases)

- 8.1.1 The Owner's Project Manager shall prepare a communication and document control procedure during the Feasibility Study/Schematic Design Phase and continue to update it as specified for the duration of the Project. This procedure shall detail the responsibilities and lines of communication among all Project participants (Owner, Authority, Owner's Project Manager, Designer, Contractor or CM at Risk, Subcontractors, Trade Contractors, Non-Trade Contractors and other consultants, vendors or suppliers) and establish the procedure for correspondence, document control, designer and contractor or CM at Risk submittal logs, change order reporting logs and other tracking logs, as needed. The Owner's Project Manager shall include the Designer in its distribution of the Project Budget, Schedule, Monthly Progress Report and other reports as appropriate and as outlined in the Communications Plan.
- 8.1.1.2 The Owner's Project Manager shall assist the Owner in the preparation of all information, material, documentation, and reports that may be required or requested by the Authority, including without limitation, documentation related to incentive reimbursement percentage points that may be awarded to the Owner by the Authority, requests for reimbursement, and audit materials.
- 8.1.1.3 The Owner's Project Manager shall prepare agendas for and attend school building committee meetings, attend meetings with other representatives of the Owner, municipal administration and the school department, and attend neighborhood meetings relating to the Project, and participate as a member of the Owner's Prequalification Committee. The Owner's Project Manager shall take minutes of all of the above-referenced meetings and promptly distribute minutes of these meetings to the Owner.

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

8.1.2 Project Control

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

8.1.2.1 Project Budget

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

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

8.1.2.2 Cost Estimating

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

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

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

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

8.1.2.3 Project Schedule

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

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

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8.1.3 Monthly Progress Report

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

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8.1.5 MBE/WBE Compliance Monitoring (All Phases)

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

8.1.6 Site Investigations and Environmental Testing

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

8.1.7 Project Records and Reports (All Phases)

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

8.2 Feasibility Study/Schematic Design Phase

8.2.1 Designer Selection

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

- 8.2.1.1 The Owner's Project Manager shall assist the Owner in preparing the schedule for designer selection, advertisement, request for services, selection criteria and other materials required for the application package in accordance with Authority guidelines and submit to the Authority for review and approval prior to advertising.
- 8.2.1.2 The Owner's Project Manager shall record the names and addresses of all designers who request an application package, shall notify all interested designers of any changes to the request for services or application package and shall respond to project specific questions. The Owner's Project Manager shall complete reference checks on all applicants and provide the Owner with a report on the references.
- 8.2.1.3 The Owner's Project Manager shall review each submitted application to be sure it is complete and shall submit the application packages as well as the completed references to the Authority at least two weeks before the targeted Designer Selection Panel meeting.
- 8.2.1.4 The Owner's Project Manager shall present the project particulars and the results of the reference checks to the Authority's Designer Selection Panel.
- 8.2.1.5 The Owner's Project Manager shall assist the Owner in the negotiation of the design contract with the first-ranked firm.

8.2.2 Feasibility Study/Schematic Design

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

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

- b. Work with the Owner and Designer to prepare the Project Schedule.
- 8.2.2.1 The Owner's Project Manager shall review the schematic design to recommend Value Engineering Changes (VEC) to the Owner. A Value Engineering Change shall include an analysis of the constructability, cost, quality and schedule impact. The Designer will be responsible for a thorough review and recommendation on the technical merit of any VEC.
 - 8.2.2.2 The Owner's Project Manager shall lead design coordination meetings every two weeks, between the Designer and the Owner and, as required, the Authority, to provide for review and discussion of design/engineering related issues. The Owner's Project Manager shall provide technical assistance to the Owner. The Owner's Project Manager shall take and distribute minutes of these meetings to the Owner.
 - 8.2.2.3 The Owner's Project Manager shall assist in the implementation of additional site evaluation and testing as required by the Designer, including, but not necessarily limited to, site surveys, wetlands evaluation, environmental evaluations, hazardous materials evaluation, subsurface testing (percolation tests, test pits, borings, etc.), destructive testing and other investigative work in the case of renovation projects.
 - 8.2.2.4 The Owner's Project Manager shall monitor the status of the Designer contract including monitoring the schedule of the Designer, provide review and comment of Designer's work product and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the Designer's contract with the Owner are not being fulfilled.
 - 8.2.2.5 The Owner's Project Manager shall meet with the Owner, Designer and other project participants as necessary.
 - 8.2.2.6 The Owner's Project Manager shall assist the Owner with the completion of grant applications for funding for the study of green design strategies and assist by identifying green strategies, as appropriate, for study during this phase. The Owner's Project Manager shall assist the Owner and Designer, as needed, in the preparation of the certification required for Green Schools in accordance with the current edition of the MA-CHPS or LEED for Schools guidelines.
 - 8.2.2.7 The Owner's Project Manager shall assist the Owner in determining the appropriate construction delivery methodology for the Proposed Project. In providing such assistance, the Owner's Project Manager, in conjunction with the Designer, shall advise the Owner on the relative advantages and disadvantages associated with each of the construction delivery methods provided in M.G.L. Chapters 149 and 149A. The services provided by the Owner's Project Manager in assisting and advising the Owner in its determination of the appropriate construction delivery methodology shall be included in Basic Services.

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

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

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

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

ARTICLE 9: EXTRA SERVICES

9.1 General

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

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

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

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

- 9.2.1 Preparing special studies, reports, or applications at the written direction of the Owner, other than those specifically required herein as part of Basic Services;
 - 9.2.2 Assisting in the appeals process of permitting boards or commissions;
 - 9.2.3 Rebidding, resolicitation, or re-advertising for bids, proposals, or qualifications unless made necessary by the fault of the Owner's Project Manager, in which events such rebidding shall be deemed part of Basic Services;
 - 9.2.4 Furnishing services in connection with a bid protest filed in court or with the Office of the Attorney General, provided such activities did not arise due to the fault of the Owner's Project Manager;
 - 9.2.5 Furnishing services in excess of Basic Services made necessary by the termination of the General Contractor or CM at Risk;
 - 9.2.6 Providing consultation with respect to replacement of work damaged by fire or other casualty during construction;
 - 9.2.7 Assisting the Owner in litigation, claims resolution or non-binding mediation arising out of the Designer contract or the construction contract, provided such litigation or claims did not arise due to the fault of the Owner's Project Manager; and
 - 9.2.8 Providing other services requested by the Owner that are not included as Basic Services pursuant to this Contract.
- 9.3 Invoices for Extra Services shall be accompanied by a complete breakdown listing the name, payroll title, date, number of hours by day, hourly rate and extended amount, per specified task of Extra Services performed. Hourly rates shall be in accordance with the Hourly Rate Schedule in Attachment A.

ARTICLE 10: REIMBURSABLE EXPENSES

- 10.1 For coordination and responsibility for the work described in the following paragraphs 10.1.1 and 10.1.2, the Owner's Project Manager shall be reimbursed its actual costs and those of its Subconsultants, supported by invoices or receipts, plus 10%. The following are reimbursable expenses:
- 10.1.1 Certain out of pocket expenses paid by the Owner's Project Manager such as filing fees, and permit fees that are normally paid by the Owner; travel to fabrication or manufacturing locations to identify completed, identified, and stored materials or equipment specifically for the Project; field office furnishings.
 - 10.1.2 Any other specially authorized reimbursement deemed essential by the Owner, in the Owner's sole discretion, in writing.
- 10.2 Non-Reimbursable Items: The Owner shall not reimburse the Owner's Project Manager or its Subconsultants for travel expenses, sustenance, telephone, facsimiles, electronic mails, postage and delivery expenses, unless specifically required elsewhere in this Contract.

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

ARTICLE 11: RELEASE AND DISCHARGE

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

ARTICLE 12: ASSIGNMENT, SUSPENSION, TERMINATION

12.1 Assignment:

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

12.2 Suspension

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

12.3 Termination

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

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

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

- (a) if the Owner, within thirty (30) days following written notice from the Owner's Project Manager of any material default by the Owner under the Contract, shall have failed to cure such default; or
- (b) if, after the Owner's Project Manager has performed all services required during any phase prior to construction, at least six (6) months have elapsed without receipt by the Owner's Project Manager of Approval to proceed with the next Phase of the Project, provided the delay was not the fault of the Owner's Project Manager. This provision shall not apply to an Owner's Project Manager who has received a notice of suspension pursuant to Article 12.2.
- (c) Upon a proper termination by the Owner's Project Manager, the Owner's Project Manager shall be compensated as provided in 12.3.1 above regarding termination without cause.

ARTICLE 13: NOTICES

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

ARTICLE 14: INDEMNIFICATION OF OWNER AND AUTHORITY

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

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

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

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

ARTICLE 15: INSURANCE

- 15.1 The Owner's Project Manager shall obtain and maintain at its sole expense all insurance required by law and as may be required by the Authority and by the Owner under the terms of this Contract. The insurance required hereunder shall be provided at the sole expense of the Owner's Project Manager or its Subconsultant, as the case may be, and shall be in full force and effect for the full term of this Contract between the Owner and the Owner's Project Manager or for such longer period as otherwise required under this Contract.
- 15.2 All policies shall be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth of Massachusetts with a financial strength rating of "A" or better as assigned by A.M. Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the Owner and the Authority.
- 15.3 The Owner's Project Manager and its Subconsultants, shall submit to the Owner original certificates of insurance evidencing the coverage required hereunder, together with evidence that all premiums for such insurance have been fully paid simultaneously with the execution of this Contract. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles/self-insured retentions, and policy effective and expiration dates. The Owner's Project Manager shall submit updated certificates to the Owner and the Authority prior to the expiration of any of the policies referenced in the certificates so that the Owner and the Authority shall at all times possess certificates indicating current coverage. Original certificates shall be provided to the Authority by the Owner's Project Manager upon request by the Authority. Failure by the Owner's Project Manager to obtain and maintain the insurance required by this Section, to obtain all policy renewals, or to provide the respective insurance certificates as required shall constitute a material breach of the Contract and shall be just cause for termination of the services of the Owner's Project Manager under this Contract.
- 15.4 Termination, cancellation, or material modification of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to the Owner and the Authority at least thirty days prior to the effective date thereof, which shall be expressed in said notice.
- 15.5 The Owner's Project Manager shall require by contractual obligation, and shall ensure by the exercise of due diligence, that any Subconsultant hired in connection with the services to be provided under this Contract shall obtain and maintain all insurance required by law and as may be required by the Owner under the terms of this Contract.

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

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

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

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

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

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

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

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

15.8 Professional Liability

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

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

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

15.9 Liability of the Owner’s Project Manager

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

15.10 Waiver of Subrogation

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

ARTICLE 16: OWNERSHIP OF DOCUMENTS

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

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

ARTICLE 17: REGULATORY AND STATUTORY REQUIREMENTS

- 17.1 Truth-in-Negotiations Certificate: If the Owner's Project Manager's fee is negotiated, by signing this Contract, the Owner's Project Manager hereby certifies to the following:
- 17.1.1 Wage rates and other costs used to support the Owner's Project Manager's compensation are accurate, complete, and current at the time of contracting; and
 - 17.1.2 The Contract price and any additions to the Contract may be adjusted within one year of completion of the Contract to exclude any significant amounts if the Owner determines that the fee was increased by such amounts due to inaccurate, incomplete or non-current wage rates or other costs.
- 17.2 The person signing this Contract certifies, as a principal or director of the Owner's Project Manager, that the Owner's Project Manager has not given, offered or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Contract; no consultant to or Subconsultant for the Owner's Project Manager has given, offered or agreed to give any gift, contribution or offer of employment to the Owner's Project Manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Owner's Project Manager or Subconsultant of a contract by the Owner's Project Manager; and no person, corporation or other entity, other than a bona fide full-time employee of the Owner's Project Manager, has been retained or hired by the Owner's Project Manager to solicit for or in any way assist the Owner's Project Manager in obtaining this Contract upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Contract .
- 17.3 Revenue Enforcement and Protection Program (REAP): Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, the undersigned certifies under the penalties of perjury that to the best of his/her knowledge and belief that the Owner's Project Manager and the principals thereof are in compliance with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
- 17.4 Interest of Owner's Project Manager: The Owner's Project Manager hereby certifies that it is in compliance with the provisions of General Laws Chapter 268A whenever

- applicable. The Owner's Project Manager covenants that 1) he/she presently has no financial interest and shall not acquire any such interest direct or indirect, which would conflict in any manner or degree with the services required to be performed under this Contract or which would violate M.G.L. Chapter 268A, as amended from time-to-time; 2) in the performance of this Contract, no person having any such interest shall be employed by the Owner's Project Manager; and 3) no partner or employee of the firm is related by blood or marriage to any officer, official, or employee of the Owner, unless approved by the State Ethics Commission.
- 17.5 Equal Opportunity: The Owner's Project Manager shall not discriminate in employment against any person on the basis of race, color, religion, national origin, sex, sexual orientation, age, ancestry, disability, marital status, veteran status, membership in the armed forces, presence of children, or political beliefs. The Owner's Project Manager shall comply with all provisions of Title VI of the Civil Rights Act of 1964 and M.G.L. c.151B.
- 17.6 Certification of Non-Collusion: The Owner's Project Manager certifies under penalties of perjury that its proposal has been made in and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- 17.7 Governing Law: This Contract shall be governed by the laws of the Commonwealth of Massachusetts.
- 17.8 Dispute Resolution: If a dispute arises between the parties related to this Contract, the parties agree to use the following procedures to resolve the dispute: (a) Negotiation. A meeting shall be held between representatives of the parties with decision-making authority regarding the dispute to attempt in good faith to negotiate a resolution of the dispute; such meeting shall be held within fourteen calendar days of a party's written request for such a meeting; (b) Mediation. If the parties fail to negotiate a resolution of the dispute, they shall submit the dispute to mediation as a condition precedent to litigation and shall bear equally the costs of the mediation. The parties shall jointly appoint a mutually acceptable mediator; they shall seek assistance from an independent third party in such appointment if they have been unable to agree upon such appointment within 30 days of the meeting just noted in (a) above; (c) Litigation. If the parties fail to resolve the dispute through mediation, or are unable to convene mediation within 90 days of first attempting to do so, then either party may file suit in accordance with Article 17.9; and (d) This paragraph of dispute resolution provisions shall survive termination of this Contract.
- 17.9 Venue: Any suit by either party arising under this Contract shall be brought only in the a court of competent jurisdiction in the county where the Project is located. The parties hereto waive any argument that this venue is improper or that the forum is inconvenient.

ATTACHMENT A

PAYMENT SCHEDULE

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

Hourly Rate Schedule

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

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

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

Feasibility Study/Schematic Design Phase

Design Development/Construction
Document/Bidding Phase

Construction Phase/Final Completion

Extra Services
(Identify by Category)

Reimbursable Services (Identify by
Category)

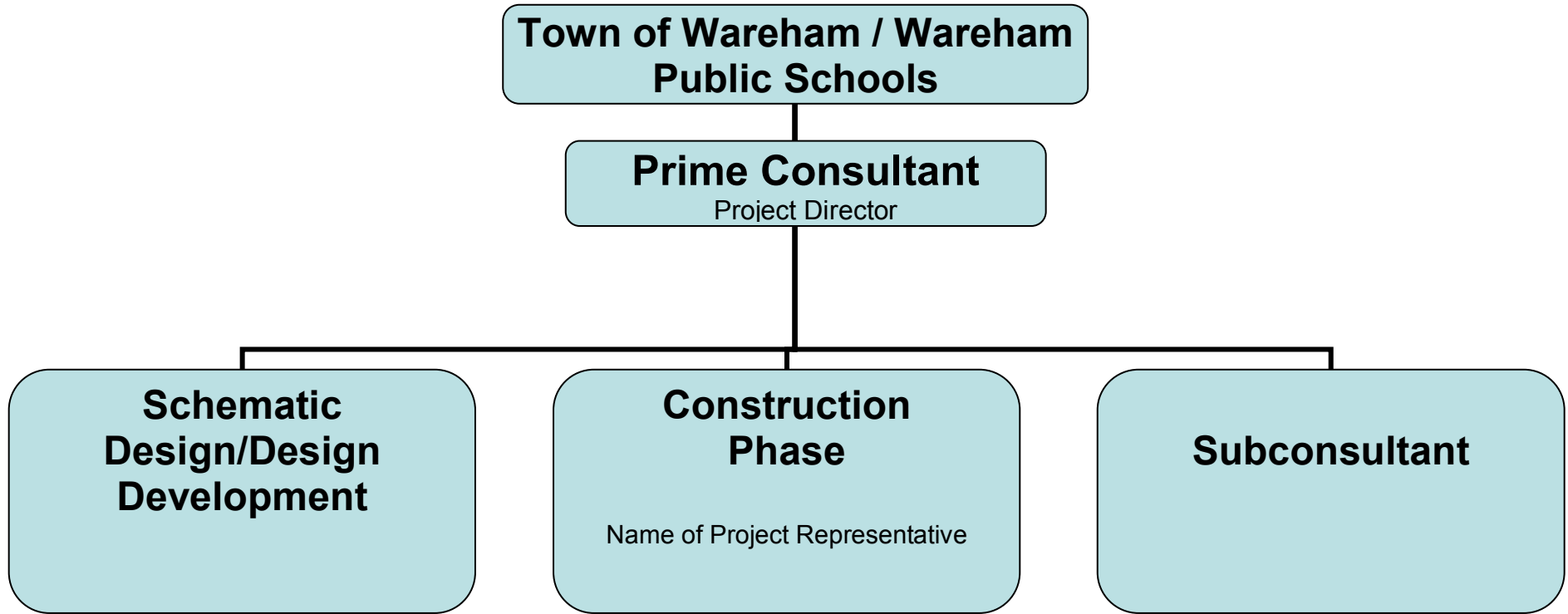
Independent Cost Estimates

Task 8.2.2 – Up to two estimates	\$X/per estimate	N/A
Task 8.4.2 – One Estimate	\$X/per estimate	N/A

Owner's Project Manager Application Form - May 2008			
1. Project Name/Location for Which Firm is Filing:			
1a. MSBA Project Number:			
2a. Respondent, Firm (Or Joint-Venture) - Name And Address Of Primary Office To Perform The Work:	2b. Name And Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:		
2c. Date Present And Predecessor Firms Were Established:	2d. Name And Address Of Parent Company, If Any:		
2e. Federal ID #:	2f. Name of Proposed Project Director:		
3. Personnel From Prime Firm Included In Question #2 Above By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline):			
Admin. Personnel _____	Cost Estimators _____	Other _____	
Architects _____	Electrical Engrs. _____	_____	_____
Acoustical Engrs. _____	Environmental Engrs. _____	_____	_____
Civil Engrs. _____	Licensed Site Profs. _____	_____	_____
Code Specialists _____	Mechanical Engrs. _____	_____	_____
Construction Inspectors _____		_____	_____
		Total	_____
4. Has this Joint-Venture previously worked together? <input type="checkbox"/> Yes <input type="checkbox"/> No			

5.

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



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

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

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

8. **Capacity:** Identify all current/ongoing Work by Prime Applicant, Joint-Venture Members or Subconsultants. Identify project participants and highlight any work involving the project participants identified in the response.

Project Name And Location Project Director	b. Brief Description Of Project And Services (Include Reference To Areas Of Similar Experience)	c. Original Project Budget	d. Current Project Budget	d. Project Completion Date	e. Current forecast completion date On Time (Yes Or No)	f. Original Construction Contract Value	g. Number and dollar value of Change Orders	h. Number and dollar value of claims
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								

9. References: Provide the following information for completed and current Projects listed above in 7 and 8 for which the Prime Applicant has performed, or has entered into a contract to perform Owner's Project Management Services for all Public Agencies within the Commonwealth within the past 10 years.						
a.	Project Name And Location Project Director	Client's Name, Address and Phone Number. Include Name of Contact Person	Project Name And Location Project Director	Client's Name, Address and Phone Number. Include Name of Contact Person	Project Name And Location Project Director	Client's Name, Address and Phone Number. Include Name of Contact Person
	1)		5)		9)	
	2)		6)		10)	
	3)		7)		11)	
	4)		8)		12)	

9. Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Subconsultants. If Needed, Up To Three, Double-Sided 8 ½" X 11" Supplementary Sheets Will Be Accepted. **APPLICANTS ARE REQUIRED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED.**

10. I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.

Submitted By _____ Printed Name And Title _____ Date _____
(Signature)

Attachment D
Required Certifications

ATTACHED:

1. Certificate of Non-Collusion
2. Tax Compliance Certification
3. Certificate of Corporate Vote

TOWN OF WAREHAM

CERTIFICATE OF NON-COLLUSION

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

FIRM

FIRM	
ADDRESS	

AUTHORIZED INDIVIDUAL

SIGNATURE			
NAME		TITLE	
TELEPHONE		FAX	
EMAIL			
DATE			

TOWN OF WAREHAM
STATE TAXES CERTIFICATION

I certify under the penalties of perjury that, I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes under law.

*Signature of individual or Corporate
Name (Mandatory)

By: _____

Corporate Officer (Mandatory, if
applicable)

**Social Security Number (Voluntary)
Or Federal Identification Number

* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

** Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L..62C s. 49.A.

CERTIFICATE OF VOTE

(to be filed if Contractor is a Corporation)

At a duly authorized meeting, the Board of Directors of the _____
(Company Name)

held on _____, it was VOTED THAT
(Date of Meeting)

_____, _____
(Name of Appointee) (Title)

of _____ be and herby is authorized to execute contracts and
(Company Name)

bonds in the name and on behalf of said _____, and affix its
(Company Name)

corporate seal hereto; and such execution of any contract or obligation in the name of

_____ on its behalf by such officer under seal of
(Company Name)

_____, shall be valid and binding upon _____
(Company Name) (Company Name)

I hereby certify that I am the Clerk of the above named _____
(Company Name)

that _____ is the duly elected officer as above of said
(Name of Appointee)

_____, and that the above vote has not been amended or
(Company Name)

rescinded and remains in full force and effect as of the date of this contract.

(Date)

(Clerk of Company)