



TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS

REQUEST FOR OWNER'S PROJECT MANAGEMENT SERVICES
("OPM RFS")

RFS #SCH-19-Q-001

1. Introduction

The Town of Westwood and Westwood Public Schools ("Owner") is seeking the services of a qualified OPM "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 Paul Hanlon Elementary School ("School") in Westwood, Massachusetts ("Project").

The Owner is requesting the services of an OPM to represent the Owner during the feasibility study and schematic design phases of the project initially. Subject to the approval of the Project by the Massachusetts School Building Authority (the "MSBA"), and further subject to continued funding authorized by the Town of Westwood and Westwood Public Schools, 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 \$36M to \$78.5M 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

Westwood, Massachusetts is a suburban community of approximately 16,000 residents located about 25 miles southwest of Boston. Westwood is easily accessible from Boston as it is located near routes 95, 93 and route 1. Westwood has an open town meeting form of government and is made up of a Select Board with three (3) Members and a Town Administrator. The School Committee is comprised of five elected members. There are seven schools in Town, consisting of five elementary schools, one middle school, and one high school.

Westwood is a Massachusetts Green Community and therefore, sustainability will be an integral part of this building project. The Town of Westwood and Westwood Public Schools would like any new school to be a Net Zero building; LEED certified; fossil fuel free building as an integral part of this project.

3. Project Description, Objectives and Scope of Services

On or about March 21, 2017, the Owner submitted a Statement of Interest (Attachment A) to the MSBA for the Paul Hanlon 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



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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 13, 2019 Board of Directors meeting, the MSBA voted to issue an invitation to the Owner to conduct a feasibility study for this Statement of Interest to identify and study possible solutions and, through a collaborative process with the MSBA, reach a mutually-agreed upon solution. The MSBA has not approved a Project and the results of this feasibility study may or may not result in an approved Project.

It is anticipated that the feasibility study will review the problems identified in the Statement of Interest at the Paul Hanlon Elementary School.

In 2015, the Westwood Public Schools commissioned a Master Plan Capital Needs Study (the "Master Plan"). Due to the advanced age and smaller size of some of the Westwood schools, the focus of this study was to develop strategies for addressing the code and system upgrades required at the elementary and the middle school buildings, as well as to explore consolidation options that would address the educational inefficiencies associated with small schools. Given the high educational and financial cost of maintaining obsolete facilities, a facility assessment and demographic study for each of the school buildings was completed and included in the Master Plan.

The Paul Hanlon Elementary School is identified in all of the alternatives set forth in the Master Plan as the facility that is the most deficient in its building systems and educational delivery. The Paul Hanlon Elementary School occupies 8.59 acres and abutting is an additional 30 plus acres of Town owned buildable land. . The infrastructure of the current building is beyond its useful life. Built in 1951, many of the major components of the building are original, including electrical switching, piping, HVAC and windows. Several years ago, after completing a roof survey, it was determined that the 29-year-old roof will need to be replaced.

The Master Plan that was completed for the Paul Hanlon Elementary School is included with the Statement of Interest under Attachment A and lays out, in detail, the deficiencies of the current Paul Hanlon Elementary School. In addition, as the Statement of Interest indicates, the Master Plan also identified substantial deficiencies related to two other elementary schools in Westwood, the William E. Sheehan School and the Deerfield School.

The Paul Hanlon Elementary School, built in 1951, is 34,280 sf, contains grades K-5, and is located at 790 Gay Street, Westwood, MA 02090. The Paul Hanlon Elementary School site consists of approximately 40 acres of land, 8.59 acres of which houses the Paul Hanlon Elementary School and approximately 30+ acres of which are Town-owned, uncleared, buildable, and located behind the Paul Hanlon Elementary School. The Paul Hanlon Elementary School offers general education classes, special education programs, and an extended day program.

As a result of a collaborative analysis with the MSBA of enrollment projections and space capacity needs for the Paul Hanlon Elementary School, the Town of Westwood and Westwood Public Schools agreed that the design of alternatives, which may be evaluated as part of the feasibility study for the Paul Hanlon



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Elementary School, shall include alternatives to consolidate elementary schools, and based in accordance with the following enrollment projections:

Enrollment for Grades K-5, in Paul Hanlon Elementary School Facility	Enrollment for Grades K-5, in Hanlon and Deerfield Elementary School Facilities	Enrollment for Grades K-5, in Hanlon and Sheehan Elementary School Facilities
315 students	560 students	685 students

Project Objectives under consideration by the Owner include:

- Identification of community concerns that may impact study options;
- Identification of specific milestone requirements and/or constraints of the District – e.g. Town votes, swing space, occupancy issues;
- Identification of alternative sites;
- Life cycle costs of operating the School as it relates to future operational budgets;
- Primarily the Passive House standard in addition to the Northeast Collaborative for High Performance Schools (NE-CHPS) criteria; or the US Green Building Council's LEED for Schools Rating System
- CM-at-Risk Delivery Method

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

- | | |
|---|---------------|
| 1. Feasibility Study/Schematic Design Phase; | 20-24 months* |
| 2. Design Development/Construction Documents/Bidding Phase; and | 10-12 months* |
| 3. Construction Phase. | 24-36 months* |

(*These ranges for scheduling timeframes are provided as guidelines only and are based upon schedules established by other Owners.)



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4. Minimum Requirements and Evaluation Criteria:

Minimum Requirements:

In order to be eligible for selection, each Respondent must certify 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, may 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 (the "MCPPO") 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 five 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 seven years' experience in the construction and supervision of construction and design of public buildings.

Evaluation Criteria

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

- 1) **(20 points)** Past performance of the Respondent, if any, with regard to public, private, Department of Education funded and MSBA-funded school projects across the Commonwealth, as evidenced by:
 - a) (10 points) 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; and performance on previous net zero energy projects.
 - b) (10 points) Satisfactory working relationship with designers, contractors, Owner, the MSBA and local officials.
- 2) **(5 points)** 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.



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- 3) **(5 points)** Thorough knowledge of Commonwealth construction procurement laws, regulations, policies and procedures, as amended by the 2004 Construction Reform laws, including knowledge and experience with CM-At-Risk Procurement Methodology.
- 4) **(15 points)** Management approach: Describe the Respondent's approach to providing the level and nature of services required as evidenced by proposed integrated project team staffing for a potential (hypothetical) proposed net zero energy project for new construction of 123,000 square feet or renovation of 34,280 square feet; proposed project management systems; effective information management; and examples of problem solving approaches to resolving issues that impact time and cost.
- 5) **(10 points)** Key personnel: Provide an organizational chart that shows the interrelationship of key personnel to be provided by the Respondent for this project and that identifies the individuals and associated firms (if any) who will fill the roles of Project Director, Project Representative and any other key roles identified by the Respondent, including but not limited to roles in design review, estimating, cost and schedule control. Specifically, describe the time commitment, experience and references for these key personnel including relevant experience in the supervision of construction of several projects that have been either successfully completed or in process that are similar in type, size, dollar value and complexity to the project being considered.
- 6) **(10 points)** 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.
- 7) **(10 points)** Identify the Respondent's current and projected workload for projects estimated to cost in excess of \$1.5 million.
- 8) **(20 points)** Familiarity with Passive House Standards, Northeast Collaborative for High Performance Schools criteria or the US Green Building Council's LEED for Schools Rating System. Demonstrated experience working on high performance net zero energy green buildings, 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. Experience in securing and using grant monies for design assistance that is available through Massachusetts State funded programs and local electric and gas utilities.
- 9) **(10 points)** Thorough knowledge and demonstrated experience with life cycle cost analysis, cost estimating and value engineering with actual examples of recommendations and associated benefits to Owners.
- 10) **(5 points)** Knowledge of the purpose and practices of the services of Building Commissioning Consultants.
- 11) **(5 points)** Financial Stability: Provide current balance sheet and income statement as evidence of the Respondent's financial stability and capacity to support the proposed contract.

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



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

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

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

5. Selection Process and Selection Schedule

Process

- 1) A subcommittee of the School Building Committee, the OPM Selection Subcommittee, will determine whether respondents meet the minimum requirements identified in the RFS utilizing a standard checklist.
- 2) The OPM Selection Subcommittee will then rank all respondents that meet the minimum requirements based on the evaluation criteria in Section 4 on written score sheets to develop a short list, and at a minimum of three (3) respondents.
- 3) The OPM Selection Subcommittee will interview the short-listed respondents. The interview process will consist of a presentation by the respondents related to the evaluation criteria identified in Section 4. Following the presentation, the OPM Selection Subcommittee will ask respondents a list of predetermined questions, which will be the same for all respondents, and may also ask questions related to the evaluation criteria provided in the response to the RFS, and information gathered from the reference checks, which may be factored into the re-ranking of the short-listed firms. Following the interview, the OPM Selection Subcommittee will re-rank the shortlisted respondents based on the weighted average of respondents during the interview process to determine the first-ranked respondent.
- 4) After selecting the first-ranked respondent, the Owner will then 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



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considerations. The Owner will require the following documentation from the first-ranked respondent:

- a. A description of the scope, timeline, personnel assigned, projected hours and hourly rates.
 - b. An itemized breakdown of all other costs included in the fee proposal.
- 5) The Owner will commence fee negotiations with the first-ranked respondent.
 - 6) If the Owner is unable to negotiate a contract with the first-ranked respondent, the Owner will then commence negotiations with the second-ranked respondent and so on, until a contract is successfully negotiated and approved by the Owner.
 - 7) The selected firm will be submitted to the MSBA for its approval.
 - 8) The selected firm may be asked to participate in a presentation to the MSBA and/or submit additional documentation, as required by MSBA, as part of the MSBA approval process.
 - 9) Should the Owner receive fewer than three responses, the Owner has the option to re-advertise. The Owner may also re-advertise if fee negotiations fail.

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

April 3, 2019	RFS appears in Central Register of the Commonwealth of Massachusetts and the <i>Hometown Weekly</i> newspaper.
April 12, 2019 at 9:30 am	Informational meeting and site inspection
April 12, 2019 by 4 pm	Last day for questions from Respondents
April 17, 2019 by 10am	Responses due
April 26, 2019	Respondents short-listed
April 30, 2019 5pm - 9pm	Interview short-listed Respondents
Not later than May 7, 2019	Negotiate with selected Respondent
May 8, 2019	Final selection submitted to the MSBA for review and approval
June 3, 2019	Anticipated MSBA OPM Review Panel Meeting
June 5, 2019	Anticipated execution of contract

The RFS may be obtained from:

Michelle C. Miller, Procurement Manager
Town of Westwood
580 High Street
Westwood, MA 02090



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Telephone: 781 320 1073
Email address: procurement@townhall.westwood.ma.us
Facsimile: 781 329 8030

On or after April 3, 2019.

Any questions concerning this RFS must be submitted in writing to:

Michelle C. Miller, Procurement Manager
Town of Westwood
580 High Street
Westwood, MA 02090
Telephone: 781 320 1073
Email address: procurement@townhall.westwood.ma.us
Facsimile: 781 329 8030

By 4:00pm on Friday, April 12, 2019.

Sealed Responses to the RFS for OPM services must be clearly labeled “Owner’s Project Management Services for Paul Hanlon Elementary” and delivered to:

Michelle C. Miller, Procurement Manager
Town of Westwood
580 High Street
Westwood, MA 02090
Telephone: 781 320 1073
Email address: procurement@townhall.westwood.ma.us
Facsimile: 781 329 8030

no later than 10 am Wednesday, April 17, 2019. 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 ***four*** hard copies of the response to this RFS and one electronic version in PDF format on CD.

Do not use binders, notebooks, or staples; clamps and paper clips are acceptable. 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 Attachments and certifications;



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- 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 RFS. Respondent shall note any exceptions to the RFS in its cover letter.
 - c. An acknowledgement that the Respondent has read the Contract for Project Management Services. Respondent shall note any exceptions to the Contract for Project Management Services in its cover letter.
 - d. A specific statement regarding compliance with the minimum requirements identified in Item 4 of this RFS 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 three 8½" x 11" pages, double-sided.**

Certifications: The following certifications (Attachment D) shall be included in the proposal:

- Certification of Authorization
- Certification of Non-Collusion
- Certification of Tax compliance

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



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construction figure in excess of the initial construction estimate will not, in and of itself, constitute a justification for an increased OPM 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 RFS is:

Michelle C. Miller, Procurement Manager
Town of Westwood
580 High Street
Westwood, MA 02090
Telephone: 781 320 1073
Email address: procurement@townhall.westwood.ma.us
Facsimile: 781 329 8030

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 OPM approved by the MSBA.

E. Withdrawn/Irrevocability of Responses



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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/Master Plan
- Attachment B: Contract for Owner's Project Management Services
- Attachment C: OPM Application Form – March 2017
- Attachment D: Required Certifications



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ATTACHMENT A

STATEMENT OF INTEREST/FACILITY ASSESSMENT

Massachusetts School Building Authority

School District Westwood

District Contact Heath Petracca TEL: (781) 326-7500

Name of School Paul Hanlon

Submission Date 3/21/2017

Note

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

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

SOI Vote Requirement

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

Potential Project Scope: Potential New School

Is this SOI the District Priority SOI? YES

School name of the District Priority SOI: 2017 Paul Hanlon

Is this part of a larger facilities plan? YES

If "YES", please provide the following:

Facilities Plan Date: 6/17/2015

Planning Firm: Symmes, Maini & McKee Associates

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

The students, parents, faculty and staff of Westwood Public Schools has been fortunate over the course of the past 20 years to receive funding from the state for major renovations to three of Westwood's seven schools and town and district representatives are grateful for the state's support. In 2015, the school district commissioned Symmes, Maini & McKee Associates (SMMA) to perform a Master Plan Capital Needs Study. Due to the old age and small size of our buildings the focus of this study was the development of strategies for addressing the code and system upgrades required at the elementary and the middle school buildings as well as the exploration of consolidation options addressing the educational inefficiencies associated with small schools. With this focus in mind, SMMA completed a facility assessment of each building, performed a demographic study, and ultimately produced a Master Plan for the district. As part of this process SMMA met with administration, faculty and staff, as well as town representatives, to formulate strategies for addressing Westwood's aging buildings, their inefficiencies and impact on our students. A copy of the master plan will be submitted with this SOI. In May of last year, a Public Forum was held to gauge community support for approaches identified in the Master Plan. The plan was well received and participants left with the understanding that something needed to be done with our buildings to better serve our students. The need to work closely with the MSBA to formulate a project meeting all of the requirements of both the state as well as those of Westwood was also stressed. All-in-all, there were 10 different options presented and were broken out into 4 categories. The first category was "The Status Quo" which essentially brings all existing buildings up to code but does not address any educational needs. The second category of options, involve keeping all five elementary schools and building additions to better address the educational needs of the district. In these options the buildings were brought up to code, as with the "Status Quo" alternatives, and added to. The third and fourth categories of options involve consolidation of buildings that result in one or two schools being closed. The School Committee looked favorably on these options as they address building deficiencies, educational needs and result in an efficient and sustainable school building system. In addition to being the most cost effective, these options also move our preschool program, from its current location at the high school, to a more programmatically appropriate location at the Hanlon Elementary School. Our goal, with the help of the MSBA, is to determine the most efficient plan for the delivery of education in Westwood. With declining elementary population, as seen in our demographic study, along with our small aging schools, we wish to partner with the MSBA in the development of a plan which addresses our failing infrastructure, demographic trends and educational goals which is sustainable well into the future. The Hanlon Elementary School is identified in all Master Plan alternatives as the facility which is most deficient in its building systems and educational delivery. With 8.59 acres, and abutting an additional 30 plus acres of town/school owned buildable land, the Hanlon site provides an ideal location for a new school. The infrastructure of the building is beyond its useful life. Built in 1951, many of the major components of the building are original, including electrical switching, piping, HVAC and windows. Several years ago, after completing a roof survey, it was determined that the 29 year old roof will need to be replaced. It was with the realization of the high educational and financial cost of maintaining obsolete facilities that we were lead to the development of a Master Plan for the future of Westwood's school buildings. It does not make educational or financial sense to spend millions of dollars maintaining a facility which no longer supports the delivery of education to the students of Westwood.

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

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

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

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

Symmes, Maini & McKee Associates Master Plan/Capital Needs Study 06/17/2015

Is there overcrowding at the school facility? YES

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

We do not have sufficient space in the building for an art and music room, as a result these classes share a stage space

that is located in the gym. In addition, the special education spaces are repurposed offices.

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

If "YES", how many teaching positions were affected? 1

At which schools in the district? Downey Elementary School

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

The reduction in general education teachers at the elementary level was due to a drop in kindergarten enrollment over the past few years.

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

If "YES", how many staff positions were affected? 0

At which schools in the district?

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

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

The reduction in general education teachers at the elementary level was due to a drop in kindergarten enrollment over the past few years.

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 Westwood School Committee approved the FY17 Operating Budget of \$41,830,053 on March 23, 2016. At the same time, the Town's proposed FY17 Capital Budget included \$885,050 in funding for school-related building construction projects. Both the FY17 Operating and Capital Budgets were approved at Town Meeting, on May 2, 2016. The FY18 proposed budget is an increase of 3.34% over FY17 and totals \$43,226,362. The Town is also proposing a Capital Budget of \$867,000 for school-related building construction projects. The FY18 Budget will not be voted on by the School Committee until February or March, but all indications are that it will pass.

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 34,280 gross square foot Hanlon Elementary School was constructed in 1951, and now includes a three classroom modular addition, added in 2004.

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

34280

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 site consists of approximately 8.59 acres that the current building and field sit on and an additional 30+ acres of uncleared buildable land behind the current building. The building houses regular education classes, special education programs as well as an extended day program. The overall site functions as intended, though some safety, accessibility, and circulation deficiencies exist. Currently there is not enough parking on the site for staff. As such, parking has been made available on the main street (Gay Street) in front of the building. This poses safety issues during student drop off when cars pull in and back out into the street while students are being dropped off between the moving cars.

There are only two entrances that are accessible, including the main entrance and one of the rear entrances. All others are not accessible due to either steps or stoops.

The wood fiber play areas are not MAAB compliant due to lack of paved paths to areas, and lack of accessible paths to various structures.

There is no loading dock or dedicated loading facility provided, and trash/recycling dumpsters are not easily accessible from the school.

Fire Protection – One hydrant is 125 ft away from the east side of the school. Overall coverage for the building does not appear to be adequate, as several portions of the building are greater than 300 ft away from the hydrant.

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)

790 Gay Street
Westwood, MA 02090

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 exterior enclosure is minimally insulated and the windows are mostly original single-paned. The majority of the exterior is wood paneled with wood molding. Portions of the building/additions are framed with structural steel, wood roof trusses, and cast-in-place concrete foundations. The roof is 29 years old and, after a moisture survey, it was determined that it should be replaced. There are areas of the brick facade on the gym that need to be repointed.

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

Year of Last Major Repair or Replacement:(YYYY) 1951

Description of Last Major Repair or Replacement:

There has not been a major repair or replacement of the exterior walls.

Roof Section A

Is the District seeking replacement of the Roof Section? NO

Area of Section (square feet) 25,470

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

Flat ballasted roof with single ply EPDM

Age of Section (number of years since the Roof was installed or replaced) 29

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

Ongoing patching of seams, last done summer 2016

Roof Section B

Is the District seeking replacement of the Roof Section? NO

Area of Section (square feet) 6,360

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

Flat ballasted roof with single ply EPDM

Age of Section (number of years since the Roof was installed or replaced) 29

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

Ongoing patching of seams, last done summer 2016

Window Section A

Is the District seeking replacement of the Windows Section? NO

Windows in Section (count) 81

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

Original, single pane metal framed windows.

Age of Section (number of years since the Windows were installed or replaced) 65

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

Normal replacement of broken glass and hardware repair of original 1951 windows.

Window Section B

Is the District seeking replacement of the Windows Section? NO

Windows in Section (count) 12

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

Vinyl slider double pane windows

Age of Section (number of years since the Windows were installed or replaced) 12

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

Normal replacement of broken glass and hardware repair.

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).

Boiler Plant – there are two Weil McLain gas fired steam boilers providing heat for the Hanlon. One boiler has been replaced in the past four years and at least one section of the other boiler was also replaced at that time. The condensate receiver and pumps are in fair condition. However the piping, particularly the condensate is in critically poor condition with multiple leaks being repaired each year in areas that are accessible; Other leaks are occurring in more difficult locations to access. A catastrophic failure is a distinct possibility.

Unit ventilators are original to the building and are in poor condition, as is the pneumatic system that controls them. Teachers attempt to regulate the heat by turning the UV fan on or off as the temperature falls or rises above the comfort

level.

The gym and cafeteria are heated via finned radiation running several feet above the finish floor. Heating and ventilation units, located in a closet, provide the necessary ventilation but are in poor condition.

The 3 classroom modular addition is heated and cooled by natural gas roof top units that are in good condition.

The majority of the existing plumbing fixtures in place within the building are original. Some have been replaced with newer battery sensor-type flush valves and lavatory faucets.

The utility transformer secondary feeder terminates in a 400 Amp Main disconnect Switch located in the existing boiler room at basement level. The service switch is manufactured by Frank Adams. It is the original switch and is operational but in poor condition. The service from the main disconnect switch extends to the main power distribution panel located in the same area. The panel is rated 400 Amp at 120/208v 3 phase 4 wire system. It's manufactured by Siemens and appears to be in good and operational condition.

The majority of power distribution panels are old and beyond their life expectancy and some panels are obsolete. Power feeders associated with these panels are beyond their life expectancy as well.

Existing exit signs concept and layout does not comply with current code. Emergency lighting in some areas is inadequate (gym, cafeteria, music room).

Quantities of receptacles in classrooms and similar educational spaces are inadequate. Majority of receptacles and associated wiring appear to be beyond their life expectancy.

The current lighting control system does not comply with the current energy code.

The security system, or the "Intrusion Detection System" is comprised of door contacts at all exterior doors and Sonitrol sound detection devices distributed in the corridors only. The detection system is armed and disarmed by use of a keypad. There is no card access system in the building. There is also a two-way intercom and one-way video transmission to an attendant's desk in the main office. The attendant remotely unlocks the door and the visitor makes their way to the office, there is no visual contact from the main office to the front door.

Boiler Section 1

Is the District seeking replacement of the Boiler? NO

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

What percentage of the School is heated by the Boiler? 99

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

Natural Gas

Age of Boiler (number of years since the Boiler was installed or replaced) 3

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

Cracked cast-iron section were replaced in 2012

Boiler Section 2

Is the District seeking replacement of the Boiler? NO

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

What percentage of the School is heated by the Boiler? 99

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

Natural Gas

Age of Boiler (number of years since the Boiler was installed or replaced) 20

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

Replaced several sections in 2012

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

Year of Last Major Repair or Replacement:(YYYY) 1951

Description of Last Major Repair or Replacement:

Original electric service

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

Year of Last Major Repair or Replacement:(YYYY) 1951

Description of Last Major Repair or Replacement:

Original electrical service

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).

According to the latest AHERA report, asbestos in the classrooms has been removed except for portions of the flooring that remain under the carpet. Several sections of hallway have been replaced with VCT.

Suspended ceiling grids in the classrooms and hallways are original.

Many of the doors have been replaced in the past 10 years although there are some original doors remaining such as a set of double doors into the gym vestibule and the majority of the outside classroom doors.

The interior of the classrooms are sheetrock with oak trim and cabinetry, all in fair condition.

Lighting in the majority of the building has been upgraded in the past 5 years.

Ventilation (exhaust) is original to the building and does not meet today's standards. The unit ventilators in the building are all original and enclosed in casework in each classroom. These units are well past their useful life expectancy, do not function properly and parts are often no longer available.

The gym floor is original to the building and, although well-kept, is nearing the end of its useful life.

Many of the bathroom fixtures are original. Faucets have been replaced over the years, as well as some of the bathroom partitions. The bathrooms floors, walls and ceilings are in good condition.

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 Hanlon School serves 219 K-5 elementary students. There are 11 general education classrooms in total. The number and size of spaces available for special education is not sufficient to support the range of disabilities we service, including the following:

Speech:

Students served include those who have the most difficulty processing language, are in need of an need auditory controlled environment and support of Speech and Language Pathologist. The Speech Room serves as a hallway to the school psychologist and is adjacent to the nurse's office and main hallway. The sound pollution and ambient noise associated with this location is not appropriate to the function of the space and positioning of the room has been problematic.

Psychology:

This discipline requires confidentiality to provide service, yet students must walk through the speech or nurse's office to this function. In addition, there is frequent sound transmission between psychology and the speech rooms. For example, the staff can hear each other's telephone conversations. Additionally, students experiencing emotional and behavioral dysregulation can be loud with little control of their bodies. Bringing students who are upset to the school psychologist through the Speech room, compromises confidentiality, student dignity and privacy and disrupts those students receiving speech services.

Learning Center/Resource Room:

The current space serves as both Learning Center and Resource Room, and accommodates a wide range of students with acuity disabilities requiring specialized services. Multiple small groups, led by teachers and instructional assistants, share the Learning Center and Resource Room. This includes students with visual impairment and orientation, emotional, mobility, behavioral and academic needs, including those, requiring full curriculum replacement.

This space needs to be large and sub-dividable to accommodate a variety of services, groupings, equipment, and materials. The size of the classrooms, do not accommodate separate meeting spaces, nor the confidentiality requirements of different groups. The physical layout, size, and lighting, do not support students with specific needs. For example, students with emotional/behavioral needs require a space separate from those with learning disabilities to allow work on self-regulation without interference with academic work like reading.

Occupational Therapy:

There is currently no permanent dedicated space for OT services. The function must be moved from year to year, depending on availability of space. The current area is not private, as it is shared with the ELL and Math Specialists. Additionally, it lacks the structural supports to accommodate necessary occupational therapy equipment, such as a ceiling mounted swing, trampoline, mats, etc.

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).

The Hanlon School has 11 general education classrooms that average 900 sf., 2 Special education spaces, 1 Art/Music Space (on the stage area), 1 Library (also 900 sf.), 1 Cafeteria, 1 Gym, and no Auditorium.

All rooms and spaces are original, except for the modular classrooms. One modular is used for general education, the other two house our Extended Day Program.

The library is undersized at 900 sf. and therefore restricts use and programing. The cafeteria is also undersized and a portion of it is utilized as a copy area for teachers. The special education spaces are repurposed offices and are not organized to accommodate the special needs program. For instance, one needs to walk through the speech and language area to get to the psychologist's area, which is distracting to students in both spaces.

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).

If the absence of dedicated art, music and special education classrooms are considered, the Hanlon School is 40 to 60 students overcrowded (20 to 30%). The school is being fully utilized. Although is not over crowded in each of the 11 general education classrooms, there is not sufficient space for special education programs, or Art and Music, the later of

which currently share the back stage area. The school was not originally built with a library. One of the classrooms has been repurposed as the library and is undersized. Three modular classrooms were added, which allowed for the housing of one of our extended day programs. Two of the modular classrooms are shared with the extended day program. In the basement under the stage, we also house the Early Childhood Coordinator's Office for both the town and the school department.

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 SOL. 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 Westwood Public Schools maintains its facilities through its Operations Department consisting of the Director, Assistant Director, two maintenance personnel, two grounds-men and twenty-six custodians. The Operations Department reports directly to the Director of Business and Finance.

Two out of the twenty-six custodians are assigned to the Hanlon School for regular cleaning and maintenance of the building. When there are maintenance needs that are identified by the custodians, teachers or other staff, all have the ability to utilize an online program to submit their maintenance requests. This system allows for tracking, follow up and even budgeting of maintenance requests. This system has been in place for approximately ten years.

In addition to maintenance requests, we have a preventative maintenance program for equipment that is also online. With this program, preventative maintenance projects are automatically submitted, making maintaining our equipment timely and efficient.

Twice per year the Operations Director and Assistant do walk-throughs of all the facilities, meet with the principals and determine what projects need to be completed in the near term. Smaller or emergency items are taken care of immediately, larger repair or replacements are bid and listed by priority.

Westwood Public Schools along with the Town of Westwood have a five-year capital plan that is updated every year. This capital plan includes Technology, Furniture, Fixtures and Equipment, HVAC, Roofing, Repair and Maintenance, Copiers and Vehicles. The priorities, and available funding in a particular year, determines which projects get funded for the year.

The community has historically given the School Department overwhelming support for our building projects. These projects included the addition/renovations of our Martha Jones Elementary School, Downey Elementary School, as well as the largest project that we have had, the Westwood High School project. The community of Westwood has been very supportive of the School Department financially, the debt exclusions necessary for the building projects operating override in 2006, and funding the Thurston Middle School Modular addition in 2012. Time and time again they have shown their commitment to the educational system in Westwood. I would fully expect that they would continue their support of a new building project.

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.

In addition to the general education programming that is being impacted by the building and its aging infrastructure, there is a major impact on the types of special education programs that we are able to provide at the Hanlon School. In fact, we often must move students out of their home district to another school to meet their specific needs. For example, we moved three students from the Hanlon School this year to our FOCUS program located at another one of our elementary schools. We continually work around the building's deficiencies to meet the needs of our students. The impact on these students is significant, including transportation to another location, removal from their home school, and separation from their social progression.

We are not able to offer much needed special education programs at the Hanlon School due to space restrictions. In addition, the spaces that we currently use for special education programs/needs do not support the functions required by our students housed in these areas.

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.

To help mitigate the need to replace the entire roof of the Hanlon Elementary School we had some seams stripped in and a coating applied over the entire roof this past summer. This will prevent water leaks inside the building for about 6 years. There are actually two roofing systems, the original and then an overlay of insulation, rubber and stone. Both of these systems need to be replaced.

To help mitigate deteriorating piping, we stock steam pipe each year to make it available for replacing failed sections. The original unit ventilators throughout the building are kept operational by rebuilding parts as well as through preventative maintenance. The controls of the heating system will continue to be an issue as the system is beyond its useful life. Teachers will continue to turn unit ventilators on an off manually as the room gets too hot or too cold.

There is no way to mitigate the space without adding new building area. The entire building is fully occupied, even closets have been turned into offices.

Priority 7

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

The general and special education programming is impacted by several factors directly related to the facility. The first, and greatest impact, is the result of poor heating/ventilation and temperature control. With unit ventilators that are beyond their useful life it is difficult to manage the temperature of the classrooms and building. In addition to temperature control, there are major classroom disruptions when pipes break and must be fixed. This degrades teaching and learning throughout the building.

The second major issue is lack of space. Art and music do not have a dedicated space and this is disruptive to the learning of these disciplines. There are times when music is moved to the gym because the art class is being held back stage. There are multiple offices made from repurposed closets. With no ventilation, and in some cases no heat, there are often improper working, teaching and learning conditions.

As stated previously, the number and size of spaces available for special education is not sufficient to support the range of disabilities we service which include the following:

Speech:

Again, students served include those who have the most difficulty processing language, are in need of an auditory controlled environment and support of Speech and Language Pathologist. The Speech Room serves as a hallway to the school psychologist and is adjacent to the nurse's office and main hallway. The sound transmission and ambient noise associated with this location is not appropriate to the function of the space and positioning of the room has been problematic.

Psychology:

Again, this discipline requires confidentiality to provide service, yet students must walk through the speech or nurse's office to this function. In addition, there is frequent sound transmission between psychology and the speech rooms. For example, the staff can hear each other's telephone conversations. Additionally, students experiencing emotional and behavioral dysregulation can be loud with little control of their bodies. Bringing students who are upset to the school psychologist through the Speech room compromises confidentiality, student dignity and privacy and disrupts those students receiving speech services.

Learning Center/Resource Room:

Again, the current space serves as both Learning Center and Resource Room, and accommodates a wide range of students with acuity disabilities requiring specialized services. Multiple small groups, led by teachers and instructional assistants, share the Learning Center and Resource Room. This includes students with visual impairment and orientation, emotional, mobility, behavioral and academic needs, including, those requiring full curriculum replacement.

This space needs to be large and sub-dividable to accommodate a variety of services, groupings, equipment, and materials. The size of the classrooms do not accommodate separate meeting spaces, nor the confidentiality requirements of different groups. The physical layout, size, and lighting, do not support students with specific needs. For example, students

with emotional/behavioral needs require a space separate from those with learning disabilities to allow work on self-regulation without interference with academic work like reading.

Occupational Therapy:

Again, there is currently no permanent dedicated space for OT services. The function must be moved from year to year, depending on availability of space. The current area is not private, as it is shared with the ELL and Math Specialists. Additionally, it lacks the structural supports to accommodate necessary occupational therapy equipment, such as a ceiling mounted swing, trampoline, mats, etc.

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 *

Nancy Hyde

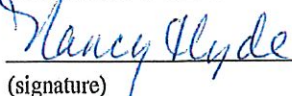
School Committee Chair

Joseph Jowdy

Superintendent of Schools

John Antonucci

Chair, Board of Selectmen



(signature)



(signature)



(signature)

Date 3/23/17

Date 3/22/17

Date 3/22/17

* 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.

2.3 HANLON ELEMENTARY SCHOOL

The following is a summary of the existing conditions at the Hanlon Elementary School. This report is based on our site visit on October 29, 2014.

SITE

Parking Lots/Access Drives

Total number of parking spaces is 59 (56 standard spaces, 3 accessible spaces).

The South Parking Lot is in overall good condition. Bituminous pavement shows minimal wear and cracking, and striping is clearly visible. The adjacent vertical granite curbing along west side is in good condition. The lot contains 41 standard parking spaces.

The North Parking Lot is in overall fair-poor condition. The bituminous pavement against the building (to approximately 15' out) appears relatively new and is in good condition. The remaining bituminous area shows significant wear, and contains extensive fatigue cracking. Some isolated heaving was also observed. A 3'-4' strip along the northern edge of the parking consists of gravel, and it appears that area is necessary to allow for two rows of parking to fit with sufficient aisle width. The northern row of parking is not striped. No perimeter curbing exists, and there is no separation or wheel stop for the southern row against the building. The lot contains 13 striped spaces, though the area can accommodate approximately 32 vehicles. One accessible spaces is provided, however, the slope exceeds MAAB requirements. Striping is clearly visible. An extension of this parking lot is the loading/service area, where a single dumpster was observed, as well as a metal storage container. Two vehicles were observed parking in this area as well, though no striping exists.

The Front bus loop/parking areas is in good overall condition. This area was paved within the last year and shows no signs of wear. The area contains 5 parallel parking spaces (3 standard spaces and 2 accessible spaces). This loop is one-way, and signage prohibits vehicular traffic from 8:15-9:00 AM and 2:45-3:30 PM. The area lacks sufficient separation from the front building entrance as there is no curbing or bollards.

Walkways

Bituminous walkway adjacent to South Parking Lot is in overall good condition, showing only minor wear and very few cracks.

The bituminous walkway around the south and southeast portions of the building is in good overall condition. The pavement seems relatively new, however there are areas of small spread cracking that appear to have occurred during installation. The cracks have not lead to pavement deterioration.

The bituminous walkway along west side of Gay Street is in overall good condition, showing only minor wear and very few cracks.

The bituminous walkway along the north and south side of the school's west wing are in overall good condition, showing minor wear and containing few transverse cracks.

Circulation

Pick-up and drop-off operations were not observed. Buses utilize the designated one-way loop on the east side of the school. It appears that parents pick-up and drop off along the southern parking area off of Gay Street.

Accessibility

1. Parking – The number of accessible parking spaces meets MAAB requirements, however, one of the spaces exceeds MAAB slope requirements and is therefore non-compliant.
2. Building Egress Points
 - a. Four building egress points on the north side of the building are not accessible due to steps and lack of edge protection.
 - b. One door on the southeast side of the building is not accessible due to steps and lack of edge protection.
 - c. Five building egress points on southwest side of building are not accessible due to steps and lack of edge protection.
 - d. The north and south egress points to the modular building utilize wooden ramps. The north ramp is in fair condition due to a loose rail and soft footing in some places. The south ramp is also in fair condition due to a loose handrail.
3. Walkways
 - a. The sidewalk curb cuts at both the entrance drive and exit drive off of Gay Street lack detectable warning panels.
 - b. The sidewalk curb cut for the crosswalk across Gay Street (near the southwest corner of the building) lacks a detectable warning panel.
 - c. The bituminous walkway in front of the main building entrance lacks a detectable warning panel prior to entering the driveway/bus loop.
4. Play Areas – The wood fiber play areas are not MAAB compliant due to lack of paved paths to areas, and lack of accessible paths to various structures (refer to play areas section below).

Utilities

1. Drainage – Runoff from a majority of the North Parking Lot and front bus loop appears to flow off-site untreated. No known issues or concerns with flooding.

2. Sewer – School is connected to Town Sewer. No known issues or concerns with sewer distribution.
3. Water- No known issues or concerns with water distribution system.
4. Fire Protection – One hydrant was observed on the east side of Gay Street, approximately 125' away from the east side of the school. Overall coverage for the building does not appear adequate, as several portions of the building are greater than 300' feet away from the hydrant. Fire department connection observed on the north side of the building.
5. Electric/Telecommunications – No known site electrical or telecommunication issues.
6. Gas – Natural gas service is available at the school. The gas meter is located on the north side of the building.
7. Lighting – Site lighting consists of building mounted fixtures.

Play Areas

The main bituminous play area (southwest of building) is in overall good condition. Pavement shows minimal wear and cracking.

The basketball court is in overall good condition, with the pavement showing minimal wear and no observed cracking. Stain and striping is still visible, but slightly faded. Basketball hoop structures appear to be sound.

There are two playground areas, each consisting of play structures installed on an engineered wood fiber surface. The first, containing a climbing dome, is bounded by wood logs. The second, containing a large multi-structure and a swing set, is bounded by plastic logs. No bituminous walkways are provided to either play area, and there are no accessible paths to the actual structures. Therefore, the playground is not considered MAAB compliant.

The grass playfields and associated structures appear to be in overall good-fair condition. No accessible path is provided to team benches or spectator bleachers, and therefore, the area is not MAAB compliant.



FATIGUE CRACKING AND HEAVING/SETTLEMENT IN NORTH PARKING LOT



GRAVEL EXTENSION OF PARKING AREA WITH NO CURBING



LACK OF DETECTABLE WARNING PANEL AT CURB CUT ONTO GAY STREET



LACK OF ACCESSIBLE PATH TO SOME PLAY AREAS AND STRUCTURES



NON-ACCESSIBLE BUILDING EGRESS ON SOUTH SIDE OF BUILDING

ARCHITECTURE

SMMA visited the site on the late afternoon of October 20, 2014. The weather was mild and cloudy. The school facility consists of a single level load bearing masonry school building with a low sloped roof constructed in 1951 and renovated in 2003. Four modular classrooms were added to the west end of the school ten years ago. The building area is approximately 34,280 GSF and has 226 students in grades K-5. The building faces south to Gay Street. The bus loop is on the east side of the school, and visitor parking is around the drive. Staff and teacher parking is on the north side of the site, the service drive and kitchen staff parking is also on the north side. The main entry is at grade level, other entries are grade level, and the modular classrooms have a wood ramp. The paved play area is located to the south of the building. Entries are recessed and the main entry is protected by a large canopy. The service area is in the parking lot on the north side of the building and is partially visible from the front of the building.

Enclosure

The school is a T-shaped single story building. The roofs are low sloped black rubber with gravel cover and the roof over the cafeteria is raised approximately 5'. The low slope roofs drain internally. The black rubber roof membrane is in bad condition and is currently being repaired. The building walls are load bearing masonry construction with brick exterior. There are some large cracks visible on the interior of the building. There are glass blocks with inset steel framed windows in the cafeteria gymnasium. Window openings are single glazed steel frames with awning type vents. The entry is aluminum doors and frames in a wood framed opening with fixed glass. There are utility tunnels under the building. The wood roof structure in the classroom part is a few inches above the acoustic ceiling. There are exposed steel beams in the cafeteria/gym.

Interior

The interior partitions are typically painted masonry. Flooring is vinyl composition tile in the corridors and classrooms and ceramic tile mosaics or sheet vinyl in the restrooms. Ceilings are suspended acoustical tile with surface mounted light fixtures. There is carpet in the media center and offices. The kitchen has sheet vinyl and vinyl composition tile floors, rubber cove base, and painted CMU walls. Door frames are typically hollow metal. The interior wood doors are new. The hardware is also in poor condition. Classroom casework is in poor condition. There are no privacy screens between urinals.

Circulation

Building is single floor with double loaded corridor and double doors at the ends of the corridors. Some classrooms have direct outdoor access. Corridor smoke doors are on magnetic hold open devices.

Accessibility

There are no power door operators located at the accessible entry on the accessible route to the building. Door hardware varies in building knobs and lever handles throughout the facility. There is a wheelchair lift at the stage. In general, there is compliance with earlier codes, however, since the previous renovation was completed the codes have changed and full code compliance will be required if new renovations are done. Other non-compliant items are:

- Wood ramp at modular classroom needs non-slip surface.
- Classroom sinks with bubblers are not compliant.
- Not all toilets are code compliant.
- Missing signage.
- Projections and equipment parked in walkway space.

Security

Steel framed windows and exterior classroom doors can be locked. The school has a corridor located motion detection intrusion alarm. Exterior doors have exit devices (panic hardware) and are locked to prevent unauthorized entry. The entry doors have an intercom with remote release. The Office /Reception area has visual control of the entry and the entry vestibule. Classroom door hardware does not have classroom side lock-down feature.



BRICK AND GLASS BLOCK REPOINTING REQUIRED



SINGLE GLAZED WINDOWS AND RUSTING STEEL FRAMES

STRUCTURAL

Purpose

The purpose of this report is to broadly describe the existing structure, comment on the structural integrity of the building and comment on the structural code issues related to any future renovations and expansions.

Basis of the Report

This report is based on visual observations during our site visit on October 13, 2014. As of this writing, there are no drawings or documents relating to the original structure available for review. There are limited layout plans of the general architectural configuration.

During our site visit, we did not remove any finishes; therefore, our understanding of the structure is limited and may have to be further refined as design of any renovation evolves.

Building Description

The school, constructed in 1951, has a single story structure housing classrooms, administrative offices, cafeteria and gymnasium/auditorium. The foundations are cast-in-place concrete foundation walls with a concrete slab-on-grade and a structured concrete slab above the basement crawl spaces and boiler room. The roofs of classrooms and corridors are framed with wood decking supported by wood joists that bear on masonry walls. On the perimeter of the school above the classroom windows, the wood joists are supported by steel beams which, in turn, are supported by steel columns.

Lateral Force Resisting System

There is no deliberately designed lateral force resisting system as part of the original structural design. Currently, lateral loads (wind loads, potential seismic forces) are resisted by the exterior and interior masonry walls. This is fairly typical of school structures built in this time period, as deliberate lateral force resisting systems (i.e. shear walls, brace frames, moment frames) were not addressed by the building code until 1973.

Existing Conditions

There building appears to be in sound structural condition with no substantial structural defects. There is significant cracking in the existing brick walls in the art room (formerly a stage for the auditorium) at the location where a steel roof beam bears on the wall.

Primary Structural Code Issues Related to the Existing Structure

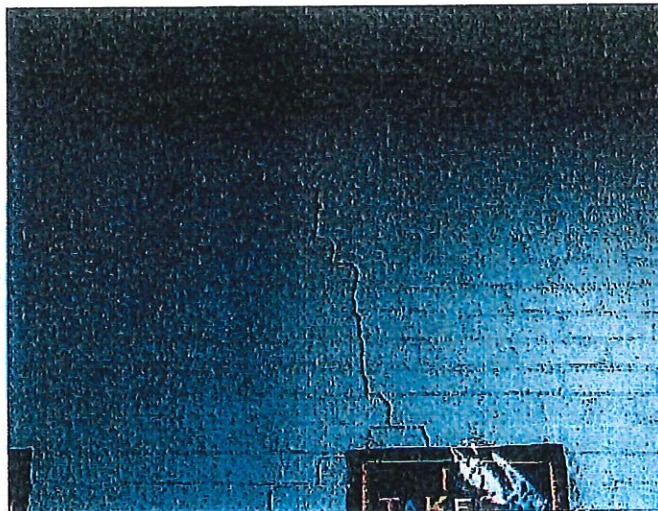
If any repairs, renovations or additions are made to the structure, a check for compliance with the Massachusetts State Building Code (780 CMR, Chapter 34

"Existing Structures") is required. The intent of 780 CMR, Chapter 34 is to permit repairs, alterations, additions and/or a change of use without requiring full compliance with the code for new construction. However, depending on the scope of any proposed renovations, a comprehensive structural analysis may need to be performed to determine the impact on the existing structural system. Due to the fact that the lateral force resisting system of the structure is, by default, the interior and exterior masonry walls, any modifications to them will need to be thoroughly reviewed to determine if seismic upgrades to the lateral system are required as a result of proposed building alterations. If any future additions are planned for this building, they should be seismically isolated from the existing structure.

Summary

The existing structure appears to be in sound condition and is performing satisfactorily. A thorough investigation of the existing structure is required if, by nature of the proposed renovations:

- 1) The capacity of the lateral force resisting system is decrease (i.e. reduce the amount of, or configuration of the existing masonry walls;
- 2) There is an increase the seismic loads on the building (i.e. additional building mass in or on top of the structure, such as mechanical roof top units);
- 3) There is an increase the effects of the wind loads on the building (i.e. additional roof top mechanical units/roof screens or other projections collecting wind and transferring additional lateral forces to the existing masonry walls).



THE ORIGINAL LOAD BEARING BRICK WALLS IN THE ART ROOM (FORMERLY AND AUDITORIUM STAGE), ARE CRACKED BELOW WHERE A STEEL ROOF GIRDER BEARS ON THEM AT EACH END.

PLUMBING SYSTEMS

Plumbing Fixtures

The majority of the existing plumbing fixtures in place within the building are original. Some have been replaced with newer battery sensor type flush valves and lavatory faucets (Refer plumbing pic 1).

Water closets are floor mounted, vitreous china units with a mix of manual and battery sensor operated flush valves. Stall type urinals are no longer allowed and not compliant.

Some flush valves have been retrofitted with new Rubbermaid Retrofit Kits (battery sensor type flush valves), (Refer plumbing pic 1).

The Nurse's room sink is a wall mounted, vitreous china without any eyewash station (Refer plumbing pic 6).

Urinals in the toilet core rest rooms are vitreous china, wall hung units with manual operated flush valves. The flush valves are exposed in the room.

Lavatories are wall hung, vitreous china with hot and cold faucets that are either metering or manually operated. Some existing lavatories have been retrofitted with self-metering manual push down Chicago faucets (Refer plumbing pic 2).

The kitchen hand-washing sink is a stainless steel, wall hung unit with a hot and cold gooseneck spout faucet with wrist blade handles. Kitchen scullery sinks are floor standing, stainless steel with coved inside corners. Kitchen food prep sinks with or without food disposer requires an indirect waste (not hard connected) to assure no cross contamination with sanitary sewer and food upon any waste back up (Refer plumbing pic 3).

Classroom sinks are stainless steel, self-rimming single compartment basins with a swing spout faucet with separate hot and cold handles. Several of the existing classrooms have self-rimming stainless steel sink with standard manual type faucets. These require reducing and limiting the hot water to a maximum of 110 degrees F hot water to dispense at the faucets. Kindergarten class room sinks are not receiving hot water at a timely manner or temperature at their faucets.

Mop basins are above floor type, stainless steel units with hot and cold faucet with hot and cold handles and elevated vacuum breaker. Custodian's closet mop service basin faucet does not have any integral vacuum breakers (Refer plumbing pic 4).

Drinking fountains are a mix of stainless steel and vitreous china, non-recessed.

Non-electric water coolers are single level units with push button activation. Several existing water drinking fountains (non-chilled) on each floor do not include alcove-recessed with high-low handicapped accessible configurations (Refer plumbing pic 5).

Exterior hose bibs are frost proof type. There is no emergency eyewash/shower station located in mechanical room or nurse's room. The existing original core restrooms are outdated as far back as the original school building was constructed in 1957 and do not meet MAAB requirements.

Roof Storm Drainage

External roof drain systems are presently discharging into site storm boot systems.

Sanitary

The majority of the existing building sanitary waste system, which drains by gravity, is in good condition. The sanitary effluent discharges below grade to the site sewer drain distribution system.

Existing underground (buried) piping could not be observed, however the entire underground (buried) sanitary sewer should be tested for any leakage, backup and pipe aging condition by executing static pressure tests and video camera inspections.

A dedicated grease waste line is not in place for the school building. Currently point of use internal floor recessed grease trap is collecting the grease laden effluent from the 3 pot sink.

The above ground sanitary drainage and vent for the school building is currently using cast iron hub and spigot joints (3" or larger). Piping smaller than 3 inch is piped using DWV copper pipe.

Domestic Cold Water Service

Insulation at most piping is of adequate thickness and in fair condition. Some insulation has been removed at locations where repairs have occurred. Some of this insulation was not replaced.

Piping is not adequately labeled throughout the building. Vacuum breakers are present at the majority of fixtures as required by code. Original 1951 construction gate valves are in fair condition. Ball valves installed during the 2003 remodeling are in good condition.

Valve tags are not present throughout the building. Piping is adequately supported where observed either by hangers or floor supports. Hard water deposits were noted at multiple fixtures throughout the facility with the heaviest of the deposits being at the backflow preventers.

The hard water deposits could be causing deterioration of the piping wall thickness throughout the facility.

The existing main domestic water supply enters the basement boiler room complete with one water meter assembly located within the boiler room. No backflow

preventer present for the domestic potable water distribution side. No protected lawn and garden irrigation system or systems installed for site.

Existing boiler cold water make-up is currently being fed from reduced pressure-principle backflow preventers for HVAC equipment.

The domestic cold water piping distribution within the building supplying the original systems are distributed with "L" type copper tube with wrought or cast copper fittings. The majority of the piping is insulated to prevent condensation on piping and prevent deterioration of the pipe, to extend its life expectancy.

Domestic Hot Water Service

One gas fired storage water heater was installed in 2004, which is supplying the kitchen area fixtures and the remainder of the building.

The unit is a RUUD "Ruudglas Pacemaker" model no. PE120-2-B with 119 gallon storage, having 240/208 volts / 4.5/3.38 KW. This water heater is missing a thermostatic hi/lo mixing valve station. This heater provides hot water to cafeteria food service area. Storage temperature is required to be a minimum of 140 degrees F. Temperature gauges not present to confirm. All other kitchen plumbing fixtures require having a minimum of 140 degree F hot water system.

The existing domestic hot water distribution system to the school building does have a hot water circulation system to the plumbing fixtures. Hot water piping heat trap is also missing. No dead legs were observed with more than 12" in length.

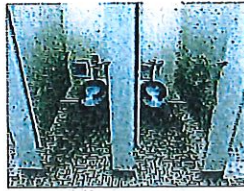
The existing domestic hot water is distributed in "L" type copper tube with wrought or cast copper fittings. The majority of the existing hot water (HW) piping is not insulated.

Natural Gas

A gas service location is present; this service enters the existing basement boiler room and feeds the gas fired boilers. It appears to be regulated down to low pressure (1" WC). The exterior pressure regulator and gas meter are mounted on the exterior of the building and supported by a concrete house pad. The gas meter and primary pressure regulator are owned by the gas utility company.

The basement boiler room gas supply currently feeds gas fired domestic water heater and the gas fired heating boilers. Food service equipment within the kitchen area is currently all electric operating.

The existing gas piping appears to be distributed in ASTM A53 schedule 40 black steel pipe.



PLMBG, PIC 1



PLMBG, PIC 2



PLMBG, PIC 3



PLMBG, PIC 4



PLMBG, PIC 5



PLMBG, PIC 6

FIRE SPRINKLER SYSTEMS

Fire Protection System

There are no existing fire sprinkler systems.

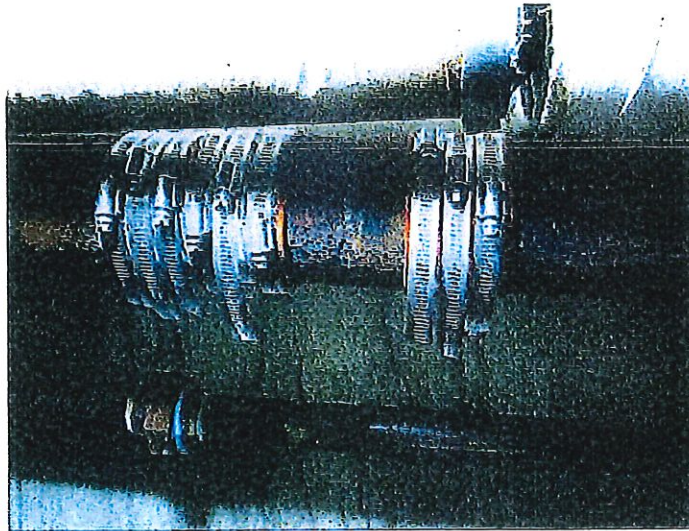
MECHANICAL

HVAC System

Boiler Plant

There are two Weil McLain steam boilers providing heat for this building. One boiler has been replaced in the past three years and at least one section of the other boiler was also replaced at this time.

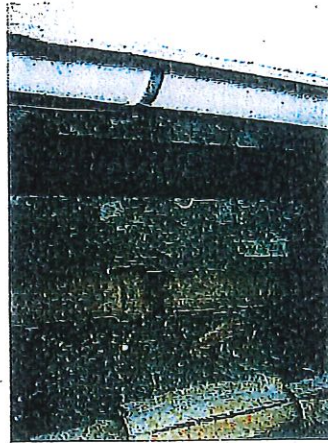
The condensate receiver and pumps are in fair condition. However the piping particularly the condensate is in critically poor condition with multiple leaks being repaired each year in areas that are accessible. Other leaks are occurring in more difficult to access locations and catastrophic failure is a distinct possibility.



PATCHED STEAM PIPING. THE SMALLER DIAMETER CONDENSATE PIPE HAS BEEN REPLACED TO THE RIGHT OF THE UNION (JOINT).

Steam to the ancient Classroom Unit Ventilators (UVs) and other terminal equipment runs through a series of steam tunnels which generally follow the building perimeter. The piping in these tunnels was originally covered with a combination of Air Cell and Calcium/Magnesium style insulations.

Both of these products are asbestos containing. The insulation, where visible, is in poor condition often due to having been saturated by steam or condensate leaking from the decayed piping. Asbestos laden insulation materials are visible on the sand floor of the tunnels. The tunnels have hatches in many of the classrooms but must be considered confined spaces.



LOOKING DOWN INTO THE STEAM TUNNEL FROM A CLASSROOM HATCH. NOTICE THE DAMAGED ASBESTOS PIPE INSULATION AND DEBRIS ON THE FLOOR.

The gym and cafeteria are heated via finned radiation running several feet above the finish floor. Heating and ventilating units located in a closet were to provide the necessary ventilation. These are in poor condition.

The unit ventilators themselves are in poor condition with dampers and control valves locked into the open position. The original pneumatic controls are no longer working. Teachers attempt to regulate temperature by turning the UV fan on or off as the temperature falls or rises above the comfort level.

ELECTRICAL SYSTEMS

A site visit was made on October 13, 2014 to review the existing electrical systems.

Electric Service

Existing electric service initiates from existing utility pole-mounted transformer located across the street. The transformer secondary extends towards the school overhead via intermediate pole located adjacent to the school building, and then extends to school basement via underground raceway system. No issues related to outdoor service installation were observed.

Power Distribution Equipment

The utility transformer secondary feeder terminates in a 400 Amp Main Disconnect Switch located in existing boiler room at basement level. The service switch is manufactured by Frank Adams. It appears to be "original" and in poor condition, but operational. The service from the main disconnect switch extends to the main power distribution panel named "L-D", located in the same area. The panel is rated 400

Amp at 120/208v 3 phase 4 wire system. It's manufactured by Siemens, appears to be in good and operational condition.

The existing electric service capacity shall be adequate for the current building program and building systems' load, however, it may not be sufficient for any future school upgrades or building additions.

Most of the new elementary schools with partial air conditioning are designed for approximately 7-9 W/SF, while the existing Hanlon Elementary school's electrical service can support approximately 4 W/SF based on existing electrical service size, voltage configuration and building SF size.

Power from panel "L-D" is distributed to all sub-panels located throughout the school building. A dedicated electrical service is provided to existing 3-classroom modular building addition. Majority of the sub-panels appear to be "old", their locations are they follows: (2) panels near Music room, (6) panels in corridors, and (1) panel in the boiler room – they are in poor but operational condition. It is assumed that power feeders to all "old" panels are "original". The remaining few panels appear to be in good and operational condition.

The majority of receptacles appear to be "original". It is assumed that branch wiring feeding receptacles has never been replaced. A few receptacles in kitchen area were noticed to be non-GFCI which is not in compliance with the current electrical code (MEC). In a few classrooms it was noticed that receptacles near sinks were non-GFCI type too.

Quantities of receptacles in classrooms appear to be inadequate, and therefore multiple pieces of equipment are plugged into the same receptacles utilizing plug strips.

The on-going issue of "arcing receptacles" was brought to our attention by Facilities. Apparently, during "plugging-in and unplugging" of the computer charging carts, the utilized receptacles "arc", which leads to their continuous damage following by their failure and replacement.

Interior Lighting and Controls

Existing school lighting system consists mostly of "old" fluorescent surface-mounted wraparound fixtures. Lighting fixtures were recently retrofitted with T8 lamps and matching ballasts, and a new fluorescent lighting system was installed in Gym. In general, lighting system provides adequate illumination levels throughout, except for Music room and Cafeteria.

Occupancy sensors were recently installed in classrooms, corridors and in a few administration offices.

The typical classroom is equipped with three continuous rows of surface-mounted wraparound 2-lamp fixtures, controlled by three toggle switches in "by-row" manner.

Dedicated corridor lights are controlled by occupancy sensors and respective wall-mounted "occupancy sensor switches". The remaining lights in corridors stay "on" all the time ("night lights").

All other school spaces are controlled by local switches only.

It was brought to our attention by Facilities that the currently installed occupancy control system (manufactured by Lutron) consisting of ceiling-mounted and wall-mounted devices with associated occupancy sensor switches may not operate properly, especially in larger classroom areas. It is unclear if the issue relates to the "sensor motion coverage" ability or product quality itself.

Emergency Egress Lighting and Exist Signs

The existing emergency egress lighting system currently incorporates emergency battery units and remote light heads. In general, it appears to be adequate in most of locations, however, some areas need additional emergency lighting – gym, cafeteria, music room.

Existing exit signs concept and layout does not comply with code: many exist signs are not self-illuminating (printed), and there are locations in the building where exit signs are missing.

Fire Alarm System

The current fire alarm system is a "retrofitted original" – it's a combination of "older" and "newer" fire alarm equipment and wiring. Smoke detection coverage appears to be inadequate for building without a proper fire protection system (sprinklers). Quantity of signalling devices (horn/strobes and strobe only devices) appears to be insufficient as well. There are no signaling devices in classrooms. The FACP appears to be new, zoned type, manufactured by Specalarm systems/Spectronics. The retrofitted fire alarm system is connected to Fire Department alarm loop via exterior wall-mounted Master box, and it is hard-wired.

Exterior Lighting and Controls

Exterior building-mounted lights are provided at egress doors and along the building perimeter. Lighting fixtures appear to be in poor condition and not full cutoff distribution type. The lights are controlled via time clock. There is no site lighting at parking lot areas.

Major Electrical Concerns

1. Majority of power distribution panels are old/beyond their life expectancy, and some panels became obsolete. Power feeders associated with "old" panels are beyond their life expectancy (fig 1).
2. Existing exit signs concept and layout does not comply with code; many exist signs are not self-illuminating (printed), and there are locations in the building where exit signs are missing (fig 2).
3. Lighting levels in a few spaces appear to be inadequate (Cafeteria and Music).
4. Emergency lighting in some areas is inadequate (gym, cafeteria, music room).
5. Quantities of receptacles in classrooms and similar educational spaces are inadequate. Majority of receptacles and associated wiring appear to be beyond their life expectancy.
6. Existing lighting control system does not comply with current energy code: although there are occupancy sensors in classrooms and a few offices, the rest of lights are controlled by switches only (no occupancy sensors). Also, there are no daylight sensors in the building.

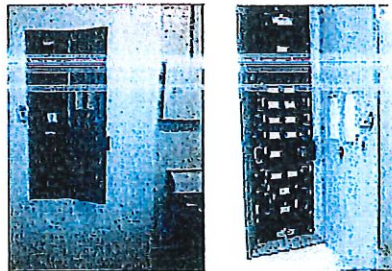


FIG 1: OLD PANELS



FIG 2: EXISTING EXIT SIGNS



FIG 3: INADEQUATE LIGHTING LEVELS

Communication Systems

The Hanlon School is connected to the High School via fiber optic cable. The High School serves as the data and telephone service hub for the school district. Verizon FIOS is the primary Internet Service Provider (ISP). Comcast is the secondary (ISP).

Data communications in the Hanlon School are distributed from a single wall mounted equipment cabinet. There is no air conditioning at this location.

All classrooms in the school have Wi-Fi access. Approximately 10% of the non-classroom spaces have limited Wi-Fi service. The current Wi-Fi coverage is adequate.

Every classroom will be equipped with a projector over the course of the current school year. The telephone switch for the school is capable of transmitting and receiving both digital and analog signals and it performs adequately.

The voice and data cable infrastructure is a combination of Category 5 and 5e rated cable. Category 5 cable is no longer a recognized standard in the industry as it does not have the capacity to transmit data at the current industry standard of 1-Gigabit per second.

Cable TV over Verizon FIOS is available to the school; however, the CATV services are not distributed to the classrooms at this time.

The paging system is comprised of speakers in every classroom. The corridors and gym are not equipped with speakers. The facilities dept. is planning to have speakers installed in these areas in the near future.

The clocks are a combination of original wired devices and independent battery operated devices. Maintaining a common time standard throughout the building is not possible.

Security Systems

The Intrusion Detection System is comprised of door contacts at all exterior doors and Sonitrol sound detection devices distributed in the corridors only. The detection system is armed and disarmed by use of a keypad. There is no card access system in the building.

The main entrance is locked during the day. Visitors press a button at the door to activate a two-way intercom and one-way video transmission to the attendant's desk in the main office. The attendant establishes verbal contact and is able to see who is at the door. Once the visitor is cleared for entry, the attendant remotely unlocks the door and the visitor enters the school.

The school has been wired for three IP-CCTV cameras.

Summary

1. The single Tel/Data Server Room is not air conditioned, potentially reducing the useful life of the equipment. The room is equipped with a wall mounted equipment rack.
2. The Category 5 cable infrastructure does not perform at standards that newer equipment demands.
3. The paging system currently serves classrooms only. Corridors and public areas do not receive announcements. Paging is limited to all-call only.
4. The clock system is a mix of older wired devices and battery powered devices meaning the clocks are not always synchronized.
5. CATV service is available at the school but not distributed throughout the building.
6. There is no card access system in the school.
7. The main entrance is equipped with a two-way intercom and one-way video transmission to the attendant's desk in the Main Office. The attendant established verbal contact and is able to see who is at the door. Once the visitor is cleared for entry, the attendant remotely unlocks the door and the visitor enters the School. The school is wired for three CCTV camera locations.



TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS

ATTACHMENT B

MSBA STANDARD CONTRACT

CONTRACT FOR PROJECT MANAGEMENT SERVICES

This Contract is made this _____ day of _____ in the year _____ between
(day) (month) (year)

the _____,
(Owner) (street)
_____, Massachusetts, _____,
(City) (State) (Zip Code)
hereinafter called "the Owner" and _____
(Owner's Project Manager)

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

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

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

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

OWNER

(print name)

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

OWNER'S PROJECT MANAGER

(print name)

(print title)
By _____
(signature)
Date _____

(Attach Certificate of Vote of Authorization)

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ATTACHMENT A: PAYMENT SCHEDULE

ATTACHMENT B: KEY PERSONNEL

ARTICLE 1: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2: RELATIONSHIP OF THE PARTIES

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

ARTICLE 3: RESPONSIBILITIES OF THE OWNER

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

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

ARTICLE 4: RESPONSIBILITIES OF THE OWNER'S PROJECT MANAGER

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

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

ARTICLE 5: SUBCONSULTANTS

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

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

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

ARTICLE 6: TERM AND TIMELY PERFORMANCE

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

ARTICLE 7: COMPENSATION

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

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

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

ARTICLE 8: BASIC SERVICES

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

8.1 Project Management (For All Phases)

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

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

8.1.2 Project Control

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

8.1.2.1 Project Budget

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

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

8.1.2.2 Cost Estimating

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

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

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

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

8.1.2.3 Project Schedule

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

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

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8.1.3 Monthly Progress Report

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

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8.1.5 MBE/WBE Compliance Monitoring (All Phases)

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

8.1.6 Site Investigations and Environmental Testing

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

8.1.7 Project Records and Reports (All Phases)

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

8.2 Feasibility Study/Schematic Design Phase

8.2.1 Designer Selection

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

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

8.2.2 Feasibility Study/Schematic Design

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

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

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

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

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

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

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

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

ARTICLE 9: EXTRA SERVICES

9.1 General

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

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

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

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

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

ARTICLE 10: REIMBURSABLE EXPENSES

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

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

ARTICLE 11: RELEASE AND DISCHARGE

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

ARTICLE 12: ASSIGNMENT, SUSPENSION, TERMINATION

12.1 Assignment:

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

12.2 Suspension

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

12.3 Termination

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

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

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

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

ARTICLE 13: NOTICES

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

ARTICLE 14: INDEMNIFICATION OF OWNER AND AUTHORITY

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

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

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

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

ARTICLE 15: INSURANCE

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

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

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

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

- 15.7.1 Workers' Compensation Insurance in accordance with General Laws Chapter 152. The policy shall be endorsed to waive the insurer's rights of subrogation against the Owner and the Authority.
- 15.7.2 Commercial General Liability Insurance (including Premises/Operations; Products/ Completed Operations; Contractual; Independent Contractors; Broad Form Property Damage; and Personal Injury) with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 aggregate. The Owner's Project Manager shall maintain such insurance in full force and effect for a minimum period of one year after final payment and shall continue to provide evidence of such coverage to the Owner and the Authority. The Owner and the Authority shall be added as an additional insured on this policy. The policy shall be endorsed to waive the insurer's rights of subrogation against the Owner and the Authority.
- 15.7.3 Comprehensive Automobile Liability Insurance (including owned, non-owned and hired vehicles) at limits of not less than:
- a. \$1,000,000 Each Person for Bodily Injury;
 - b. \$1,000,000 Each Accident for Bodily Injury; and
 - c. \$1,000,000 Each Accident for Property Damage.
- 15.7.4 Valuable Papers insurance in an amount sufficient to assure the restoration of any plans, drawings, computations, field notes, or other similar data relating to the work covered by this Contract or by the Agreement between the Owner and the Designer in the event of loss or destruction while in the custody of the Owner's Project Manager until the final fee payment is made or all data is turned over to the Owner, and this coverage shall include coverage for relevant electronic media, including, but not limited to, documents stored in computer-aided design drafting (CADD) systems.

15.8 Professional Liability

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

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

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

15.9 Liability of the Owner's Project Manager

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

15.10 Waiver of Subrogation

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

ARTICLE 16: OWNERSHIP OF DOCUMENTS

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

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

ARTICLE 17: REGULATORY AND STATUTORY REQUIREMENTS

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

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

- 17.5 Equal Opportunity: The Owner's Project Manager shall not discriminate in employment against any person on the basis of race, color, religion, national origin, sex, sexual orientation, age, ancestry, disability, marital status, veteran status, membership in the armed forces, presence of children, or political beliefs. The Owner's Project Manager shall comply with all provisions of Title VI of the Civil Rights Act of 1964 and M.G.L. c.151B.
- 17.6 Certification of Non-Collusion: The Owner's Project Manager certifies under penalties of perjury that its proposal has been made in and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- 17.7 Governing Law: This Contract shall be governed by the laws of the Commonwealth of Massachusetts.
- 17.8 Dispute Resolution: If a dispute arises between the parties related to this Contract, the parties agree to use the following procedures to resolve the dispute: (a) Negotiation. A meeting shall be held between representatives of the parties with decision-making authority regarding the dispute to attempt in good faith to negotiate a resolution of the dispute; such meeting shall be held within fourteen calendar days of a party's written request for such a meeting; (b) Mediation. If the parties fail to negotiate a resolution of the dispute, they shall submit the dispute to mediation as a condition precedent to litigation and shall bear equally the costs of the mediation. The parties shall jointly appoint a mutually acceptable mediator; they shall seek assistance from an independent third party in such appointment if they have been unable to agree upon such appointment within 30 days of the meeting just noted in (a) above; (c) Litigation. If the parties fail to resolve the dispute through mediation, or are unable to convene mediation within 90 days of first attempting to do so, then either party may file suit in accordance with Article 17.9; and (d) This paragraph of dispute resolution provisions shall survive termination of this Contract.
- 17.9 Venue: Any suit by either party arising under this Contract shall be brought only in the a court of competent jurisdiction in the county where the Project is located. The parties hereto waive any argument that this venue is improper or that the forum is inconvenient.

ATTACHMENT A

PAYMENT SCHEDULE

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

Hourly Rate Schedule

<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

7

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	_____
Architects	_____
Acoustical Engrs.	_____
Civil Engrs.	_____
Code Specialists	_____
Construction Inspectors	_____

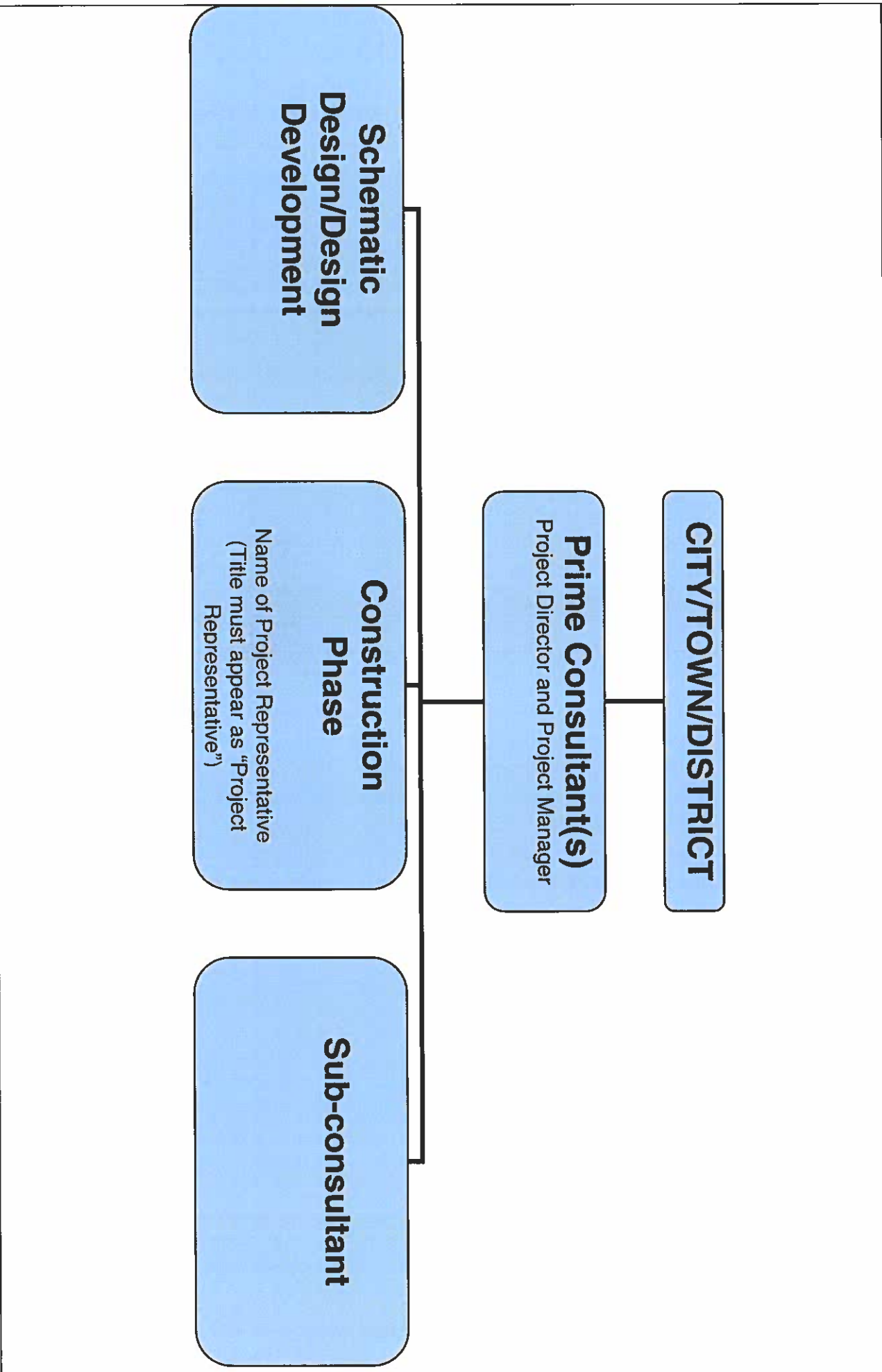
Cost Estimators
Electrical Engrs.
Environmental Engrs.
Licensed Site Profs.
Mechanical Engrs.

Other	
Total	

4. Has this Joint-Venture previously worked together?

☐ Yes☐ No

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



6. Brief Resume for Key Personnel ONLY as indicated in the Request for Services. Resumes Should Be Consistent With The Persons Listed On The Organizational Chart In Question # 5. Additional Sheets Should Be Provided Only As Required For The Number Of Key Personnel And They Must Be In The Format Provided. By Including A Firm As A Subconsultant, The Prime Applicant Certifies That The Listed Firm Has Agreed To Work On This Project, Should The Team Be Selected.	
a. Name And Title Within Firm:	a. Name And Title Within Firm:
b. Project Assignment:	b. Project Assignment:
c. Name And Address Of Office In Which Individual Identified In 6a Resides:	c. Name And Address Of Office In Which Individual Identified In 6a Resides:
d. Years Experience: With This Firm: _____ With Other Firms: _____	d. Years Experience: With This Firm: _____ With Other Firms: _____
e. Education: Degree(s) / Year/Specialization	e. Education: Degree(s) / Year/Specialization
f. Date of MCPPO Certification:	f. Date of MCPPO Certification:
g. Applicable Registrations and Certifications :	g. Applicable Registrations and Certifications:
h. Current Work Assignments And Availability For This Project (availability should be identified as a percentage: eg: "As of 5/30, 50% available"):	h. Current Work Assignments And Availability For This Project (availability should be identified as a percentage: eg: "As of 5/30, 50% available"):
i. Other Experience And Qualifications Relevant To The Proposed Project: (Identify OPM Firm By Which Employed, If Not Current Firm. Please distinguish between OPM work and any design work performed by the firm.):	i. Other Experience And Qualifications Relevant To The Proposed Project: (Identify OPM Firm By Which Employed, If Not Current Firm. Please distinguish between OPM work and any design work performed by the 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 Sub-consultants. 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 Sub-consultants. If Needed, Up To Three, Double-Sided 8 1/2" X 11" Supplementary Sheets Will Be Accepted. **APPLICANTS ARE REQUIRED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED.**

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

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



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

REQUEST FOR OWNER'S PROJECT MANAGEMENT SERVICES
RFS # SCH-19-Q-001

**ATTACHMENT D
REQUIRED CERTIFICATIONS**

LABOR HARMONY AND OSHA TRAINING

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

(Signature of authorized individual submitting proposal)

(Printed Name)

(Name of Bidder (if different than name))

(Date)



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

CERTIFICATE OF NON-COLLUSION

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

Signature of individual submitting bid or proposal

Printed Name of individual submitting bid or proposal

Name of business



TOWN OF WESTWOOD

COMMONWEALTH OF MASSACHUSETTS

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signed under the pains and penalties of perjury.

Signature of individual submitting bid or proposal

Printed Name of individual submitting bid or proposal

Name of business



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

SIGNATURE PAGE

This Bid must bear the written signature of the Bidder or authorized agent of the Bidder. If the Bidder is a corporation or a partnership, the Bid must be signed by a duly authorized officer of such corporation or by a partner; the title of such officer must be stated.

The bidder hereby acknowledges the receipt of, and has included in this BID, the following Addenda:

(To be filled in by Bidder, if Addendums are issues.)

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Signature

Name of Corporation, Company or Individual

Printed Name of Person Authorized to Sign

Title

Email Address

1.6

Facilities Assessment

The Elementary School Buildings and Sites included in the Facilities Assessment Study:

- Deerfield Elementary
- Sheehan Elementary
- Hanlon Elementary
- Downey Elementary
- Martha Jones Elementary
- Thurston Middle School

Westwood High School was not included in this Assessment due to being relatively new construction.

The full Facilities Assessment Report is included in Appendix 6.2 of this Report.

Deerfield Elementary School

Built in 1953 with modular classrooms added around 2008, Deerfield is structurally sound with masonry bearing walls and steel truss roof structure. The roof was recently replaced; however, all of the exterior windows except for the modulares are the original aluminum framed, single pane windows that are in need of replacement.

Although a chair lift was installed to access the lower Gymnasium in 2011, there are still various accessibility issues that exist within the building. Some of these issues include: insufficient accessible parking spaces, inaccessible building entry points, interior door clearance issues, and inaccessible toilet rooms. Due to the level of renovations required and the associated costs, the building will have to be made fully accessible in accordance with the State Building Code and MAAB (Massachusetts Architectural Access Board) regulations.

Except for recent replacement of one of the steam boilers and water heater, much of the plumbing and HVAC infrastructure in the 1953 portion of the building is original and nearing the end of its useful life.

Sheehan Elementary School

Built in 1948 with a sizeable addition constructed in 1967, Sheehan is structurally sound with masonry bearing walls and steel truss roof structure. The roof was recently replaced; however, all of the exterior windows are the original aluminum framed, single pane windows that are in need of replacement.

Some of these issues include: insufficient accessible parking spaces and building entry doors at classrooms, interior door clearance issues, inaccessible toilet rooms. Due to the level of renovations required and the associated costs, the building will have to be made fully accessible in accordance with the State Building Code and MAAB (Massachusetts Architectural Access Board) regulations.

Much of the existing plumbing and HVAC infrastructure and components are original and nearing the end of their useful life.

Hanlon Elementary School

Built in 1951 with modular classrooms added around 2004, Hanlon is structurally sound with masonry bearing walls and a wood framed roof structure. The roof is in poor condition and requires replacement. All of the windows except for the modulares are the original steel and wood framed, single pane windows that are in need of replacement as well.

Although a chair lift was installed to access the stage, there are still various accessibility issues that exist within the building. Some of these issues include: insufficient accessible parking spaces and building entry doors at classrooms, interior door clearance issues, and inaccessible toilet rooms.

Except for recent replacement of one of the steam boilers, much of the plumbing and HVAC infrastructure in the 1951 portion of the building is original and nearing the end of its useful life.

Downey Elementary School

Built in 1957 with a major addition and renovation completed in 2001, Downey is structurally sound with masonry bearing walls and a steel framed roof structure. The overall condition of the building is good.

Martha Jones Elementary School

Built in 1957 with a major addition and renovation completed in 2001, Martha Jones is structurally sound with a combination of concrete pan joist supported by concrete columns and steel framed structures. The overall condition of the building and its elements is good.

Thurston Middle School

The school facility consists of a multi-level school building constructed in 1939 and renovated and added to in stages with the most recent work done in 2009. The multiple additions to the school have not been consistent with the original design for the school and only addressed the functional and educational needs of the school.