OFFICE OF THE PURCHASING AGENT

TOWN OF ARLINGTON
730 Massachusetts Avenue
Arlington, MA 02476

Telephone (781) 316-3003
Fax (781) 316-3019

DATE: August 25, 2017

TO ALL BIDDERS

BID NO. 17-49

SUBJECT: Designer Services/Arlington High School Project

ADDENDUM NO. 1

TO WHOM IT MAY CONCERN:

With reference to the bid request relative to the above subject, please note the following:

* NEW PAGE 11 "ATTACHMENTS"
* ALL ATTACHMENTS
* NON COLLUSION FORM

All other terms, conditions and specifications remain unchanged.

Very truly yours,

Town of Arlington

Domenic R. Lanzillotti
Purchasing Officer

ATTACHMENTS:

Attachment A: Statement of Interest

Attachment B: Contract for Designer Services - Base Contract for Design Bid Build or CM-at-Risk Project
(http://www.massschoolbuildings.org/sites/default/files/edit-contentfile/Guidelines_Forms/Contracts_Forms/Base%20Contract%20v_02_25.pdf)

Designer Services Contract Amendment for Design/Bid/Build
(http://www.massschoolbuildings.org/sites/default/files/edit-contentfile/Guidelines_Forms/Contracts_Forms/DBB%20v_02_25.pdf)

Designer Services Contract Amendment for CM-at-Risk
(http://www.massschoolbuildings.org/sites/default/files/edit-contentfile/Guidelines_Forms/Contracts_Forms/CM-R%20v_02_25.pdf)

Attachment C: Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2016)
(http://www.mass.gov/anf/docs/dsb/forms/citiestownsapplication2014.doc)

Attachment D: To be submitted by applicantRequired Certifications MCPPO Certificate: School Project Designers

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

End of Request for Designer Services

Massachusetts School Building Authority

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

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

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

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

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

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

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

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

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

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

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

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

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

Massachusetts School Building Authority

School District Arlington

District Contact Diane Johnson TEL: (781) 316-3511

Name of School Arlington High

Submission Date 4/10/2015

SOI CERTIFICATION

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

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

Chief Executive Officer *	**School Committee Chair**	**Superintendent of Schools**
Adam Chapdelaine	Paul Schlictman	Kathleen Bodie
Town Manager		
(signature)	(signature)	(signature)
Date	Date	Date

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

Massachusetts School Building Authority

School District Arlington

District Contact Diane Johnson TEL: (781) 316-3511

Name of School Arlington High

Submission Date 4/10/2015

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: Renovation/ Addition

Is this SOI the District Priority SOI? YES

School name of the District Priority SOI: 2015 Arlington High

Is this part of a larger facilities plan? NO

If "YES", please provide the following:

Facilities Plan Date:

Planning Firm:

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

Please provide the current student to teacher ratios at the school facility that is the subject of this SOI: 15 students per teacher

Please provide the originally planned student to teacher ratios at the school facility that is the subject of this SOI: 15 students per teacher

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

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

If "NO", please note that:
If, based on the SOI review process, a facility rises to the level of need and urgency and is invited into the Eligibility Period, the District will need to provide to the MSBA a detailed Educational Plan for not only that facility, but all facilities in the District in order to move forward in the MSBA's school building construction process.

Is there overcrowding at the school facility? YES

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

Over 27% of core classes (ELA, Math, History, Foreign Language) have 25 or more students. Because of scheduling and staffing constraints, larger classes cannot always be located in larger classrooms, so they are held in classrooms too small for the number of students.

The odd shapes, physical obstructions and small square footage of classrooms require desks to be placed close together so students can see the board, which makes it difficult for students to be seated.

From the HMFH report:
Over the years, spaces have been repurposed, re-invented, re-configured, expanded, and divided. Every school year walls are added and taken down; what may have been a right-size classroom one year then becomes two undersized classrooms the next school year. The MSBA guidelines provide for general classrooms sized between 825-950 square feet. Of all the general classrooms in the high school, only 23% meet the minimum of this guideline. Further, the majority of the specialty classrooms do not meet the guidelines. Science rooms are greatly undersized; the average room is 1,000 square feet; per the guidelines the rooms should be 1,440 square feet and this is with an assumed maximum enrollment of 23 students per class; 40% of science classes exceed 23 students, with many classes in the range of 28-30. In the case of the Science program, the undersized rooms are more than crowded, they are unsafe. Science lab experiments require space and free circulation to ensure safe procedures; the high school labs do not have enough space to provide this. The only way to alleviate the overcrowding within the current science classrooms is to provide additional classrooms.

In addition to the undersized spaces causing overcrowding difficulties, there are many classrooms with physical obstructions that hinder the ability of the teachers to teach and the students to learn. There are large columns in six classrooms, another four classrooms have been divided (out of necessity) into irregular shapes, meaning that students cannot see the front marker board and the teacher cannot see some students. A classroom was divided into two, but it is not acoustically separated, making teaching and learning difficult in the two areas. These conditions inhibit different modes of teaching and learning.

As described by one teacher:
The columns create a “challenge.” It is because of them that a ceiling-mounted projector cannot be installed and used in her classroom. Therefore she needs to write much more on the white board, having to do and undo information throughout the period. This results in loss of teaching and learning time; she estimates it costs them two to three minutes every class period, this in turn results in 8 - 12 hours per school year.

The obstructed and irregular shaped rooms make up 20% of the teaching spaces. For a diagram showing these spaces,

see Appendix C.

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

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

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

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

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

Does Not Apply

Please provide a 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.

Budget bottom line is voted by School Committee in early January, Superintendent's proposed budget is submitted to School Committee in early February, budget hearing is held end of February, budget voted by School Committee early March, Town Finance Committee holds hearing in late March, Town Meeting approves budget during spring Town Meeting, beginning at end of April and continuing until concluded. There have been no overall budget reductions since FY11.

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).

Arlington High School is a sprawling complex that has been built up over the past century. The original 6-story building, now Fusco House, was built in 1914, and now houses classrooms as well as “The Pit,” Old Hall and some offices. The steepled Main Office section was added in 1938, as was Collomb House. These now house the science labs, classrooms, the media center and part of the preschool. Lowe Auditorium, the Blue Gym, the offices and cafeteria, and Downs House (also containing classrooms) were all built in the 1960’s. The Red Gym and the Links Building (with some special education classrooms) were part of the only significant renovation of the buildings. This renovation started in the late 1970's and was completed in 1981. It also included some window upgrades and space reconfiguration.

Given the age of the buildings, Arlington has focused on keeping the buildings safe and secure for students and faculty. However, addressing areas of concern is an ongoing and ultimately losing process, particularly with exterior masonry. As the On-Site Insight report points out, many systems have reached the end their useful life, and are due for major repairs or replacement.

From the HMFH Report:
A thorough renovation-only of the facility would include (and in part has been identified in the On-Site Insight report as attached):
• Mechanical systems replacement
• *Electrical system upgrades including an increase to the quantity of power outlets (need to eliminate the extensive use of extension cords)
• Light fixture replacement
• *Plumbing upgrades and/or replacement, including fully modernized and accessible toilet facilities, and an increase in quantity of locations and fixtures
• *Solve the water infiltration issue
• *Security upgrades
• *Technology upgrades and integration, including wireless service
• *Audio/visual systems upgrades, including new PA system, simulcast ability, telephones throughout the school, sound systems at Auditorium and Gymnasium, and Auditorium/Stage lighting
• Hazardous material abatement
• Roof replacement
• Exterior door replacement and *tie-in to the security alarm system
• Exterior window replacement
• Finishes replacement including: -flooring (abate and remove remaining vinyl asbestos tile (VAT), replace all with new)
-*ceiling treatment (provide with high acoustic and reflectance quality)
-*wall surfaces (provide durable protection, paint all)
-fixed casework (*include upgrades to plumbing as appropriate)
-*teaching surfaces (white-boards and tack-boards)
-*auditorium seating (replace and provide accessibility)
-corridor lockers and athletic lockers
-*athletic locker room upgrades
• *Accessibility upgrades throughout
• Three new elevators

*Note: these are not included in the scope (or they are minimally included) outlined in the On-Site Insight report.

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

400000

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).

Arlington High School is a large complex (nearly 400,000 square feet) centrally located in the community on a four acre site. Its main façade fronts onto Massachusetts Avenue, set back from the road by a green space with mature trees. At the rear of the complex are several athletic fields (baseball, softball, football, and track and field).

Although there are no other structures, there are other programs that occupy the high school beyond those that serve the high school directly. There are town offices, including facilities and custodial offices, Arlington's inclusion preschool program, the school district's administrative offices, and the LABBB Collaborative Program. All told the approximate square footage usage is as follows:
Town Use 6,800 SF
School/Town Facilities 4,600 SF
Pre-School Program 16,600 SF
School District Use (includes METCO Program) 16,700 SF
LABBB Collaborative Program 9,900 SF
Community/ School Storage 10,300 SF

There are also several site-related environmental issues that would impact any renovation plans:
1. Underground culverted stream (Mill Brook) running west to east at rear of AHS complex.
2. Peirce Athletic Field built over heavy metal waste site. Site was contained and is beneath a barrier.
3. Evidence of perchloroethylene (PCE) contamination* of groundwater near and/or under AHS complex. Two rooms in the basement (Rm 105 & old Auto Shop) are closed pending PCE mitigation because of elevated air sample levels.
*http://www.arlingtonma.gov/Public_Documents/ArlingtonMA_Health/MassDEP_AHS_PCE_Report_8_22_11.pdf

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)

869 Massachusetts Avenue, Arlington, MA 02476

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).

Excerpts from On-Site Insight report:
Arlington High School, located at 869 Massachusetts Avenue in Arlington, MA, is a sprawling facility that was built in several stages. The original buildings date to the early 19th century and are referred to as the Old Buildings (buildings "A" & "B"). These buildings retain historic details common in that era; specifically a tall clock steeple, columned classical entry façade, and slate roof. The so called Freshman Building [Downs] was added in the early 1960s. During the 1980s all of the buildings were connected to form a large interior courtyard.

The buildings are predominantly clad in brick masonry; the Connector section (built in the early 1980s) is clad in colored and textured concrete masonry units. A section of the roof at the Old Building (Bldg B) is pitched and covered with slate shingles. This section also features a wood framed and clad clock steeple and a classically detailed entry portico. The Connector section has roof areas covered with standing seam metal roofing. The remaining areas have generally flat roofs covered with recently installed white T.P.O. (thermoplastic polyolefin) membrane roofing system. Windows are believed to date from the 1960 and 1980 expansions. Water is infiltrating through the floor of the Old Buildings mechanical room

concrete floor slab. Several sections of masonry and wood stair sets were observed at the high school. The concrete and granite stair sets vary in age and condition. A pressure treated wood stair set is located at the cafeteria courtyard. It is in fair condition. There is a mix of wood and glass, aluminum and glass, sliding glass, and flush panel metal doors throughout the facility. Exterior doors are believed to date from the 1960 and 1980 expansions, and show signs of heavy use. Evidence of repairs (frame reinforcement, added hinges) was observed on many.

Recent repointing and water proofing work was performed on a portion of the facility. Some deterioration noted, peeling paint observed on trip, soffits and fascia on older parts of the building. A painted wood faux balcony accents the main entry of the high school in poor overall condition, with sections of deterioration noted. There are approximately 17 wall mounted LED and HID security flood lights located around the facility of various ages and conditions. Windows are a mix of wood, steel, and aluminum framed models believed to date to the 1960 and 1980 expansions, all exceeding their expected useful service life.

Additional Comments:
The Links Building is elevated, with no insulation beneath. In other parts of the facility there are gaps around the windows, which are unable to be caulked effectively and allow air infiltration. The older windows, damaged exterior doors and uninsulated brick masonry throughout the complex combine to create a very inefficient thermal envelope. This leads to problems with climate control inside the school, as well as high heating bills.

Exterior walls are not seismically reinforced to conform to current codes.

During heavy wind and rain events there is moisture penetration throughout the building envelope. This is addressed first by buckets in halls during the event, and when the event is over, facilities staff search for the source of water and attempt to address it, although it is not always possible to find exact source. Issues associated with water penetration will likely worsen over time.

Has there been a Major Repair or Replacement of the EXTERIOR WALLS? YES
Year of Last Major Repair or Replacement:(YYYY) 1978
Description of Last Major Repair or Replacement:
Part of most recent renovation and upgrade, re-pointing and re-mortaring as needed.

Roof Section A
Is the District seeking replacement of the Roof Section? YES
Area of Section (square feet) 7452
Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe)
slate
Age of Section (number of years since the Roof was installed or replaced) 80
Description of repairs, if applicable, in the last three years. Include year of repair:
n/a

Roof Section B
Is the District seeking replacement of the Roof Section? YES
Area of Section (square feet) 10722
Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe)
metal standing seam
Age of Section (number of years since the Roof was installed or replaced) 37
Description of repairs, if applicable, in the last three years. Include year of repair:
minor repairs to attached gutters

Roof Section C
Is the District seeking replacement of the Roof Section? YES
Area of Section (square feet) 79278

Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe)
TPO membrane roofing
Age of Section (number of years since the Roof was installed or replaced) 15
Description of repairs, if applicable, in the last three years. Include year of repair:
n/a

Roof Section D
Is the District seeking replacement of the Roof Section? YES
Area of Section (square feet) 25092
Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe)
TPO membrane roofing
Age of Section (number of years since the Roof was installed or replaced) 9
Description of repairs, if applicable, in the last three years. Include year of repair:
n/a

Window Section A
Is the District seeking replacement of the Windows Section? YES
Windows in Section (count) 371
Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe))
steel/wood framed double hung and casement style windows, no double glazing
Age of Section (number of years since the Windows were installed or replaced) 53
Description of repairs, if applicable, in the last three years. Include year of repair:
minimal repairs

Window Section B
Is the District seeking replacement of the Windows Section? YES
Windows in Section (count) 565
Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe))
aluminum frame fixed panel and awning style windows
Age of Section (number of years since the Windows were installed or replaced) 36
Description of repairs, if applicable, in the last three years. Include year of repair:
minimal as needed

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).

Please see the On-Site Insight Capital Needs Assessment, completed in August 2013, for detailed information about issues and needs in mechanical and electrical systems. Portions are excerpted below.

From On-Site Insight Report, systems at or beyond their expected service life or in need of extensive repair include:

- Main heating system (most boilers, temperature control, steam plumbing, heat ventilators, etc.)
- Hot water (storage tank, distribution)
- Ventilation/cooling systems (building exhaust fans, rooftop air units)
- Power wiring throughout complex (many classrooms have only one outlet, some have none, wiring inadequate for load)
- All exterior doors, all windows, steeple and balcony
- All interior fire doors, interior steel doors, vinyl tile throughout complex
- Auditorium heating, ventilation and air conditioning system
- Elevator (undersized, and only one for entire complex)

The two central mechanical rooms contain the heating systems. The domestic hot water (DHW) systems are located in separate areas of the facility. The heating system consists of four, gas-fired steam boilers. The condensed (spent) steam is

returned to the boilers via a main condensation receiver and several small receiver stations. The DHW system features two gas-fired boilers and one large storage and two smaller storage tanks. The heating systems are controlled by an antiquated pneumatic control systems and compressed air operated steam valves. Compressed air for this system is supplied by two air compressors, one of which was recently replaced. Several sections of the facility are heated using hydronic heat that is created by passing boiler steam through an array of heat exchangers. Hydronic heat circulation is achieved by several base-mounted pump assemblies.

The major building systems include security, fire suppression, heat/ventilation systems, air conditioning, stale air exhaust equipment, emergency egress lighting, fire/smoke detection and notification system, and elevator. The high school features and extensive closed circuit television system (CCTV) for security monitoring. The high school features a limited, street pressure, fire sprinkler system for fire suppression. Classrooms are heated and ventilated by exterior wall mounted ventilators which have exceeded their expected service life. Selected areas of the school building are air conditioned using split-system air conditioners with a SEER rating of 10. The gymnasiums and locker rooms are ventilated and heated by interior mounted, steam heated, air handler units, which have exceeded their expected service life. Several section of the Old Building (A & B) feature “J. C.” roof mounted, hydronically heated, makeup air units which have exceeded their expected service life. An array of roof mounted exhaust fans remove stale air from the building, about half of which have been recently replaced. The electrical distribution system of the high school varies widely in age, manufacture, and condition. The emergency egress lighting is a mix of wet and dry cell battery powered fixtures, varying in age and condition. There are three smoke/fire detection systems at the facility, all recently replaced. There is one hydraulic elevator which serves all floors of the facility. The elevator is located in the oldest (A) building.

Please see the On-Site Insight report for greater detail.

From HMFH Report:
The complex has just one, antiquated elevator and for a school building of this size, it does not provide adequate and equal accessibility, in that it is not convenient for the intended users and it does not provide access to all of the building’s floor levels.
Additional comments:
There is a lack of outlets in the Downs Building, leading to the use of extension cords. There are shortcomings with electrical distribution throughout the Downs Building, where distribution panels are old and parts are unavailable. When issues occur, electrical demand is reduced until the panel can be replaced during the summer break.
Univents in the Downs Building need to be replaced as they are beyond their useful life. This impacts air quality in Downs Building. In addition, there is no provision for air exchange in some corridors throughout the building, which is non-compliant with current standards. The cafeteria has an inadequate mechanical exhaust system; staff addresses air quality by opening doors to the interior courtyard.
Half of the building complex is heated with steam pipes. The steam condensate collection and return system needs to be replaced per On-Site Insight. The steam system, especially return pipes, needs constant repairs and maintenance due to the aging piping system. Adding virgin water to system due to leaks degrades pipes over time. Fortunately, there have been no injuries due to steam.
Only the high school and central administration areas, and the computer rooms, have air conditioning.

Boiler Section 1
Is the District seeking replacement of the Boiler? YES
Is there more than one boiler room in the School? YES
What percentage of the School is heated by the Boiler? 25
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) 50
Description of repairs, if applicable, in the last three years. Include year of repair:
ongoing maintenance typical of their age

Boiler Section 2

Is the District seeking replacement of the Boiler? YES
Is there more than one boiler room in the School? YES
What percentage of the School is heated by the Boiler? 25
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) 50
Description of repairs, if applicable, in the last three years. Include year of repair:
ongoing maintenance typical of its age

Has there been a Major Repair or Replacement of the HVAC SYSTEM? YES
Year of Last Major Repair or Replacement:(YYYY) 2013
Description of Last Major Repair or Replacement:
Administrative 6th floor had replacement of 15 window unit air conditioners replaced with centralized, energy efficient system.

Has there been a Major Repair or Replacement of the ELECTRICAL SERVICES AND DISTRIBUTION SYSTEM? YES
Year of Last Major Repair or Replacement:(YYYY) 1978
Description of Last Major Repair or Replacement:
No major upgrades since last renovation.

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).

From On-Site Insight report:

Interior walls include painted CMU, glazed facing tile, and painted gypsum wall board (some with metal sheathing to limit damage).

Interior spaces include hallways, classrooms, support learning areas; cafeteria and commercial kitchen; two gyms, weight room and locker/shower facilities; auditorium and stage area; school offices, school department offices, and restrooms. Most these areas have vinyl composite tile (VCT) flooring. With the exception of approximately 2%, which has been recently replaced by the maintenance staff, the VCT has exceeded its expected useful service life. Many worn areas were observed. Most of the interior fire doors are failing in that hinges have been replaced a number of times and the doors are now dragging and will not provide protection they were originally intended to provide. The interior lighting was upgraded, in phases, to all fluorescent fixtures in the past. The fluorescent lighting is a mix of different ages and bulb types. Metal recessed lockers throughout the hallways of the school's buildings, varying widely in age and condition. Stairs are covered with rubber flooring and treads in various conditions. Doors are double metal fire rated types in various conditions. Classrooms vary in size and use. Floors are VCT and the walls and ceilings are painted surfaces. Each classroom has a set of wood cabinets and shelving. Science and technology classrooms also feature furnishing specific to their individual needs. The Auditorium features acoustic wood paneled walls and some small areas of painted drywall; the ceiling is a painted surface. Flooring is a mix of replaceable wood stage paneling (considered an operating expense), carpeted aisles, and sealed concrete (under the seats). Restrooms feature painted walls and ceilings, ceramic tile floors, and standard institutional grade fixtures. Portions are aged metal types in poor condition. Some partitions have been replaced with heavy duty PVC paneling. Fixtures and accessories have been replaced on an as needed basis.

Additional Comments:
There are an insufficient number of restroom facilities for the population size. The auditorium lacks handicap-accessible seating and nearby handicap-accessible toilets can only be accessed by passing through multiple fire doors. Plaster on the auditorium ceiling has fallen down on two occasions.

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).

Arlington High School offers a rigorous academic program with options for all students. Graduation requirements include four years of English, three years of Math, Science, History / Social Studies, and PE/Health, one year of Fine Arts, two years of a Foreign Language, and 40 hours of Community Service.

Class work is student-centered and staff work hard to ensure students leave with strong teamwork skills, well-developed oral presentation skills, and high mastery of individual content areas. Students are expected to utilize current technology (PowerPoint, Excel, etc) in their school work. All Science courses have labs incorporated into the curriculum. AHS partners with Syracuse University's Project Advance Program in a dual enrollment Economics course.

The school complex has significantly changed since the first building was constructed in 1914. Nearly 100 years of expansion, additions, and re-configurations have resulted in layers and layers of re-purposed and retrofitted classrooms that are forced to fit into a space that is incompatible with today’s teaching methods.

Following are some of the programmatic constraints of the facility:
• The Media Center/Library has been divided in half to accommodate academic support rooms, a music classroom and a substantially separate Special Education classroom.
• Many classrooms contain pillars that not only obstruct student and teacher views, but also severely limit accessibility and usable space in the classroom.
• Undersized classrooms prevent small group collaboration, forcing students to meet in small groups in hallways and stairwells.
• The facility impedes technology implementation; particularly for WIFI and ceiling mounted projectors.
• Inadequate wiring and insufficient electrical outlets in classrooms result in frequently tripped circuit breakers from simultaneous use of projection and computer equipment.
• Inadequately sized science labs do not provide enough lab workstations for all students to perform experiments safely at the same time.
• Two rooms in basement (old Auto Shop and one classroom) are closed due to environmental concerns (PCE). These rooms provide the only access to the courtyard garden, and thus limit environmental studies offerings.
• The Visual Arts Department lacks a studio, and classrooms are too small to provide storage for projects such as clay and sculpture, constraining art offerings.
• Inadequate classroom space impedes the ability to provide sufficient support services.
• Inadequate small group meeting spaces hinder the ability of student groups and teachers to collaborate.

Arlington’s state mandated inclusion preschool resides in the high school. Its space has limitations:
• Poor classroom configuration obstructs collaboration and service delivery.
• Tiny therapy rooms lack windows.
• Building structure is not designed for preschool uses (sizes of bathroom fixtures, shared entrance).
• Preschool classrooms are not adjacent to each other.

From HMFH report:
The school programs are currently arranged departmentally and, due to the overall size of the facility, some of the programs are at a great distance from one another, creating silos and inhibiting communication and collaboration between the educators. (For a diagram of the program layout, see Appendix C.) Teaching and learning have changed significantly in the past two decades, let alone the last ten decades, collaboration is essential today. Teachers need to be able to meet to discuss interdisciplinary teaching plans and the students in their charge.

Following are the presently known missing and/or inadequate educational spaces:
• Science: additional classrooms and specifically Biology classrooms
• A flexible modern library “learning commons” to serve as central meeting, collaboration, study, support, and presentation

space
• Culinary Arts: additional instruction space and lab space, and increased size to the current Family and Consumer Science (FACS) rooms
• Special Education: Occupational Therapy, Physical Therapy, and Speech & Language dedicated spaces and more secure counseling spaces
• Music: a dedicated Instrumental Music classroom adjacent to the rest of the music program, Auditorium/Stage need wing space, fly space, and orchestra pit, and scene shop adjacency
• Visual Arts: a dedicated studio arts space
• Physical Education: Health classroom and Dance studio
• School-wide: meeting rooms, collaboration spaces, and small group rooms, there are no meeting spaces that can comfortably accommodate the faculty or large groups of students for collaborative work; an outdoor classroom

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).

Only 23% of general classrooms meet the minimum MSBA size requirement of 825-950 SF. 20% of all classrooms are irregular shaped and/or have obstructions, conditions which negatively affect teaching and pose safety and accessibility concerns. Science labs are undersized, averaging 1,000SF.

The Media Center/Library is centrally located within the complex and is comprised of multiple sections: a 1000 SF hallway, two “open concept” class/lab spaces, a teacher resource room, and other work space. Due to its location, and as a result of the facility's convoluted hallways and stairwells, it is used as a pathway to get from one place to another. This traffic causes severe disruption, but there is no better way to configure the area. The Media Center is divided into multiple spaces without clear lines of sight. There are no areas with sound containment for classes or small group meetings.

From HMFH report:
Over the years, spaces have been repurposed, re-invented, re-configured, expanded, and divided. Every school year walls are added and taken down; what may have been a right-size classroom one year then becomes two undersized classrooms the next school year. The MSBA guidelines provide for general classrooms sized between 825-950 square feet. Of all the general classrooms in the high school, only 23% meet the minimum of this guideline. Further, the majority of the specialty classrooms do not meet the guidelines. Science rooms are greatly undersized; the average room is 1,000 square feet; per the guidelines the rooms should be 1,440 square feet and this is with an assumed maximum enrollment of 23 students per class; 40% of science classes exceed 23 students, with many classes in the range of 28-30. In the case of the Science program, the undersized rooms are more than crowded, they are unsafe. Science lab experiments require space and free circulation to ensure safe procedures; the high school labs do not have enough space to provide this. The only way to alleviate the overcrowding within the current science classrooms is to provide additional classrooms.

In addition to the undersized spaces causing overcrowding difficulties, there are many classrooms with physical obstructions that hinder the ability of the teachers to teach and the students to learn. There are large columns in six classrooms, another four classrooms have been divided (out of necessity) into irregular shapes, meaning that students cannot see the front marker board and the teacher cannot see some students. A classroom was divided into two, but it is not acoustically separated, making teaching and learning difficult in the two areas. These conditions inhibit different modes of teaching and learning.

The obstructed and irregular shaped rooms make up 20% of the teaching spaces. For a diagram showing these spaces, see Appendix C in the Analysis of Programmatic Needs.

There are many features that are necessary to support high school education, many of which did not exist when the school (and its additions) was constructed. Accessing today’s technology is essential for teachers and students. The following are a number of the key education-related and learning-environment related features today’s high school requires:

• Ceiling-mounted projectors: the columns in some classrooms do more than disrupt sightlines; they hinder the ability to utilize this essential teaching tool. In addition some ceilings are designed in such a manner that it is not feasible to mount a projector or wire the classroom appropriately for such devices.
• Wireless access: the physical construction of the buildings hinders wireless access and requires a more costly solution to achieve (“block walls, block signals”).
• Telephones: for security, telephones are required in every teaching space.
• PA system: the current system is outdated, does not access all of the building, creating a safety risk, and is extremely jarring to the occupants.
• Sinks and eyewash/ shower stations: a sufficient quantity of sinks, appropriately located, is required for sanitary, safety, and project-based learning; operating eyewash/ shower stations are required at all Science classrooms.
• Flexible, movable furnishings: Science classroom furniture is bolted to the floors creating a rigid and often inappropriate classroom layout.
• Audio/Video space: access to learning and using today’s current technologies is essential for the high school student.
• Electrical outlets: an increased access to electrical power is necessary; currently many extension cords and power strips are being used creating unsafe conditions leading
• Spaces for small, pull out services for Special Education

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).

Currently the high school has an enrollment of 1294, which is expected to reach 1684 by 2025, an increase of 30%. This enrollment growth projection is based on both existing students currently in our schools and very young children presently living in town. We have seen the entire district grow at or above 2% in four of the last six years. Should growth continue at that pace, it will exceed these projections and place even more enrollment pressure on the high school.

Based on existing students, there are already scheduling difficulties and an inability to match size of class and classroom. In 2014-15, the high school hired an additional four teachers, further increasing utilization rates and scheduling pressures. The school plans to hire at least one additional teacher, and possibly more, in 2015-2016.

Classrooms in each department are utilized all class periods in order to provide additional sections to help reduce class sizes. Some classrooms have been divided in half to create more classroom spaces. For example, in the World Languages Department, one divided classroom of approximately 400 square feet currently hosts classes of 25 students. Many non-traditional classroom spaces have been converted for student use, including: the choir room (occupying backstage area of theater), band room (formerly a classroom), Media Center/Library (divided in half for use as classrooms such as Learning Center, Music Technology, Transition Program, Special Education), and a storage room that was converted to a classroom.

There is no space in the high school large enough to meet with the entire student population; the auditorium seats approximately 900 and the gyms are not large enough to seat all students. Similarly, the only meeting space large enough for the entire faculty to meet and work together is the cafeteria, which is not conducive for that purpose. The facility houses Arlington’s state-mandated inclusion preschool. This program is also a lab for the high school’s academic program that offers courses in early childhood development.

Additionally, the high school continues to examine and implement innovative programs, some of which can help mitigate burgeoning student enrollment. On-line courses, internships, capstone projects and an alternative high school program to be offered off-site but nearby, are a few examples of these approaches.

The space occupied by various Town offices (Retirement, Information Technology, Building Maintenance) is not felt to be appropriate for classroom use due to its limited size, lack of accessibility and lack of natural light.

From the HMFH report:
Adjacency requirements between program spaces and services are often not met, due in part to the generous size and spread-out nature of the facility and also due to not having adequate room in a designated area of the building to accommodate the full program. The Music program is on three different levels, making collaboration and circulation difficult; students travel up and down stairs with their instruments, and stage sets are made in a distant space, un-assembled and then are hauled to the Stage in pieces to be reassembled. The Family and Consumer Sciences program is also spread out on several levels and, ideally, the program would be adjacent to both the childcare space and the Pre-School program, but with the school's current configuration this is not possible.

In thinking about adjacency needs, we need to also address the needs of differentiated instruction (team teaching, project-based learning, one-on-one instruction, and individual learners). Differentiated instruction requires spaces of varied size as well as adjacencies to the corresponding program. Small-group rooms and break-out spaces allow for differentiated instruction; currently Arlington does not have purposeful smaller teaching spaces to promote flexibility in teaching and learning. As well as the limited large and small group spaces for classrooms, there is also a deficit of spaces for support services such as guidance and special education.

The high school is already experiencing overcrowding in the classrooms and it does not have sufficient classrooms for the number of teachers in the building. As the number of teachers is expanded to respond to very large class sizes, it will increasingly be difficult to schedule classes into existing classrooms, some of which are already booked for every period. Support services, such as toilet facilities, shared storage rooms and faculty workrooms are few and far between, which has a significant impact in a building of this size.

Additionally, student services such as guidance, social work, METCO program, and administrative oversight, would benefit from an analysis identifying their best locations. In some instances they need to be readily accessible throughout the building while in others, for privacy and comfort, need to be a bit more tucked away.

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

The Maintenance Department consists of a Supervisor, three carpenters, two electricians, one plumber, and two construction/handymen. Job requests are submitted and managed via an electronic help desk. This Maintenance Department is responsible for both the Town and the School District.

Capital requests come from facilities studies, Department Directors and the Superintendent of Building Maintenance. Projects include roofs, boilers, flooring, doors, construction infrastructure projects, security upgrades, heating and ventilating equipment replacement, etc.

The School Maintenance Department has preventative maintenance programs in place for boilers, ventilation systems, fire alarms, fire sprinklers, elevators and roofs.

The Town Manager is responsible for submitting a five-year capital plan to the Selectmen each year, with input from the schools and other departments. The goal of the Capital Planning Committee is to provide a means of planning for the maintenance and/or improvement of the capital assets and infrastructure of the Town.

The following is a summary of some of the projects done to keep the building in working order:

Fire Protection and Security: Alarm panels have been upgraded and an addressable system has been installed in part of the building. Carbon monoxide detectors are being added this summer.

Building Security: The district has installed 28 surveillance cameras and four door entrance proximity readers. Doors have been secured by removing exterior handles where exiting is the only requirement. This reduces attempts at break-ins.

ADA Compliance: In the past year, an additional curb cut was installed, along with two handicap parking places, in addition to an adjacent electronic door opener.

Hazardous Materials: The district contracts with licensed vendors for asbestos abatement as needed.

Building Structure and Envelope: Ceiling cracks are repaired as needed. Floor tiles and stair nosings are replaced as needed. After heavy rain and moisture penetrations, the maintenance department performs spot re-pointing on masonry and applies spray-on waterproofing.

Electrical: Improvements to the electrical system are completed when necessary and if it is possible to retrofit into existing electrical systems.

HVAC: In addition to replacing two of the four boilers in the building, a $100,000 upgrade to the existing Energy Management System is currently being installed. This installation will improve the current situation, but not fix all HVAC problems.

Priority 3

Question 1: Please provide a detailed description of the "facility-related" issues that are threatening accreditation. Please include in this description details related to the program or facility resources (i.e. Media Center/Library, Science Rooms/Labs, general classroom space, etc.) whose condition or state directly threatens the facility's accreditation status.

The NEASC letter of September 2013 cited the following facilities issues when it put AHS on warning status:

Curriculum-related:
-the negative impact of the facility on the delivery of the school's written curriculum
-the insufficient number and size of general classrooms and art classrooms
-the layout and design of classrooms with columns and posts that limit students' vision and obstruct their movements
-the insufficient size and design of science labs
-the need for the increased availability of a full range of technology

Community-resource related:
-the school site and plant that minimally support the delivery of the school's high quality educational programs and services
-the poor condition and lack of cleanliness of the building
-the lack of handicap access and egress to the facility
-the lack of ADA compliance in the auditorium and in "the pit"
-the closure of a classroom due to environmental concerns
-the worn, broken, and poor condition of desks and tables, and lab supplies that are not up to current standards

From the NEASC Report:
Arlington High School is a complex of three buildings. The space for programs and services is crowded and show signs of age, wear, and inadequate maintenance. There is insufficient classroom and lab space to support the curriculum. Quality instruction is being delivered by teachers in spite of the impediments of a crowded and deteriorating building. Although students and teachers have pride in the programs at AHS, the advanced age of the building shows significant signs of wear and tear. Science labs are not sufficient in size or design for some classes that have larger enrollments. Columns and posts in rooms obstruct student vision and movement. Media center renovations have created a space for student collaboration and the use of technology and the facility is used extensively before, during and after school. The school has significant gym and workout space with a variety of programs available. Classrooms are insufficient in number and size especially in science and art classrooms, where class size exceeds the number of available stations in some classrooms. Students are able to achieve educational goals and objectives in spite of a facility with significant needs.

Deficiencies in science laboratory safety, handicap entrance and egress, and fire drill procedures exist as a part of the physical plant. Science laboratories either have no or limited access to eyewash stations/ showers or eyewash stations/ showers that have no documentation of inspection. Gas shutoffs are not located within each room and safety equipment such as fire blankets is missing. Handicap entrance and egress is inadequate for the building, and facilities such as the auditorium and "the pit" are not up to current ADA requirements.

From the HMFH report:
We have identified existing space deficits, including size, quantity, configuration, obstructions, technology and other necessary features, and location within the school building. What has not been identified are the additional educational spaces required to continue to allow Arlington High School to achieve excellent academic results:
•Science requires: additional classrooms and specifically Biology classrooms
•A flexible modern library "learning commons" to serve as central meeting, collaboration, study, support, and presentation space.
•Culinary Arts requires: additional instruction space and lab space, and increased size to the current Family and Consumer Science (FACS) rooms
•Special Education requires: Occupational Therapy, Physical Therapy, and Speech & Language dedicated spaces and more

secure counseling spaces
•Music requires: a dedicated Instrumental Music classroom adjacent to the rest of the music program, Auditorium/Stage need wing space, fly space, and orchestra pit, and scene shop adjacency
•Visual Arts: a dedicated studio arts space
•Physical Education requires: Health classroom and Dance studio
•School-wide: meeting rooms, collaboration spaces, and small group rooms, there are no meeting spaces that can comfortably accommodate the faculty or large groups of students for collaborative work; an outdoor classroom
•An adequate Cafeteria that is easily able to be supervised and will accommodate the increased enrollment

Priority 3

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

Since the time of this report, we have been able to fill the Day Custodial Supervisor position (which at the time of the NEASC visit had been vacant for five months) and we have added a Night Custodial Supervisor position as well. The strengthening of oversight in the custodial area has made tremendous improvements to the cleanliness of the high school, and in fact raised the bar on the cleanliness of the district as a whole.

Additionally, school administration and School Committee have been working with Town officials and volunteers through the Capital Planning Committee, the Long Range Planning Committee, the Finance Committee and other groups to raise awareness of the need for radical improvement to the high school facility. A capital needs assessment was commissioned and completed by On-Site Insight to evaluate the purely physical needs of the high school complex. HMFH was also engaged to work with the high school faculty to develop a concise statement of programmatic needs. It was widely felt that both of these reports would aid the School Department in gaining community awareness and support for a much needed project, in advance of a formal application to the MSBA.

Priority 3

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(s) identified.

From NEASC Report:

The size and number of classrooms is insufficient. The condition of the facilities limits the staff's ability to implement the curriculum. Columns and posts in rooms obstruct student vision and movement. Science labs are not sufficient in size or design for some classes that have larger enrollments. Deficiencies in science laboratory safety and handicap entrance and egress exist in the facility. Science laboratories either have no or limited access to eyewash stations/showers or eyewash stations/showers that have no documentation of current inspection. Gas shutoffs are not located within each room and safety equipment such as fire blankets is missing. Handicap entrance and egress is inadequate for the building, and facilities such as the auditorium and "the pit" are not up to current ADA requirements.

From HMFH Report:

The school programs are currently arranged departmentally and, due to the overall size of the facility, some of the programs are at a great distance from one another, creating silos and inhibiting communication and collaboration between the educators. (For a diagram of the program layout, see Appendix C.) Teaching and learning have changed significantly in the past two decades, let alone the last ten decades, collaboration is essential today. Teachers need to be able to meet to discuss interdisciplinary teaching plans and the students in their charge.

Over the years, spaces have been repurposed, re-invented, re-configured, expanded, and divided. Every school year walls are added and taken down; what may have been a right-size classroom one year then becomes two undersized classrooms the next school year. The MSBA guidelines provide for general classrooms sized between 825-950 square feet. Of all the general classrooms in the high school, only 23% meet the minimum of this guideline. Further, the majority of the specialty classrooms do not meet the guidelines. Science rooms are greatly undersized; the average room is 1,000 square feet; per the guidelines the rooms should be 1,440 square feet and this is with an assumed maximum enrollment of 23 students per class; 40% of science classes exceed 23 students, with many classes in the range of 28-30. In the case of the Science program, the undersized rooms are more than crowded, they are unsafe. Science lab experiments require space and free circulation to ensure safe procedures; the high school labs do not have enough space to provide this. The only way to alleviate the overcrowding within the current science classrooms is to provide additional classrooms.

In addition to the undersized spaces causing overcrowding difficulties, there are many classrooms with physical obstructions that hinder the ability of the teachers to teach and the students to learn. There are large columns in six classrooms, another four classrooms have been divided (out of necessity) into irregular shapes, meaning that students cannot see the front marker board and the teacher cannot see some students. A classroom was divided into two, but it is not acoustically separated, making teaching and learning difficult in the two areas. These conditions inhibit different modes of teaching and learning.

There are many features that are necessary to support high school education, many of which did not exist when the school (and its additions) was constructed. Accessing today’s technology is essential for teachers and students. The following are a number of the key education-related and learning-environment related features today’s high school requires:

- Ceiling-mounted projectors: the columns in some classrooms do more than disrupt sightlines; they hinder the ability to utilize this essential teaching tool. In addition some ceilings are designed in such a manner that it is not feasible to mount a projector or wire the classroom appropriately for such devices.
- Wireless access: the physical construction of the buildings hinders wireless access and requires a more costly solution to achieve (“block walls, block signals”).

- Simulcast ability: the ability to broadcast to multiple areas of the building creates wide-reaching opportunities for learning.
- Audio/Video space: access to learning and using today's current technologies is essential for the high school student.
- Electrical outlets: an increased access to electrical power is necessary; currently many extension cords and power strips are being used creating unsafe conditions leading to shortages in the system.

Please consult the full attached reports for greater detail which support the NEASC Recommendations, which include:

- Develop and implement a long-range plan, with a timeline for completion and a source of funding, to completely address school facility needs.
- Address overcrowding in classroom settings in which the use of lab and studio equipment presents potential safety hazards.
- Address all health and safety issues including science labs, egress plans for evacuation, and handicap accessibility.

Please also provide the following:

Name of accrediting entity (maximum of 100 characters):
NEW ENGLAND ASSOCIATION OF SCHOOLS & COLLEGES, INC. COMMISSION ON PUBLIC SCHOOLS (NEASC)

Current Accreditation Status: Please provide appropriate number as 1=Passed, 2=Probation, 3=Warning, 4=Lost:
3

If "WARNING", indicate the date accreditation may be switched to Probation or lost: 10/1/2014

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

Please provide the date of the first accreditation visit that resulted in your current accreditation status.:
4/7/2013

Please provide the date of the follow-up accreditation visit: 10/1/2014

Are facility-related issues related to Media Center/Library? If yes, please describe in detail in Question 1 below.:
YES

Are facility-related issues related to Science Rooms/Labs? If yes, please describe in detail in Question 1 below.:
YES

Are facility-related issues related to general classroom spaces? If yes, please describe in detail in Question 1 below.: YES

Are facility-related issues related to SPED? If yes, please describe in detail in Question 1 below.: YES

Are facility-related issues related to support spaces? If yes, please describe in detail in Question 1 below.:
YES

Are facility-related issues related to "Other"? If yes, please identify the other area below and describe in detail in Question 1 below.: NO

Please describe (maximum of 100 characters).:

Priority 4

Question 1: Please describe the conditions within the community and School District that are expected to result in increased enrollment.

Based on a five year weighted average to measure continuity rates from grade to grade, the Arlington Public Schools are anticipating significant space pressure at both the middle and the high school buildings. Since 2000 the district has grown 28%, from 4165 to 5326 students. Much of this growth has been concentrated at the elementary level. Projecting forward in time while using current continuity rates, high school enrollment of 1294 is projected to rise to 1430 in five years and 1684 in ten years. At the same time, enrollment at the Ottoson Middle School is projected to rise from the current level of 1125 (above the design capacity of 1050), to 1303 in five years and 1490 in ten years. These enrollment growth projections are based on existing students currently in the schools and very young children presently living in town. The entire district has actually grown at or above 2% in four of the last six years. Should growth continue at that pace, it will exceed these projections and place even more enrollment pressure on the district.

Please see the attached Enrollment Projection spreadsheets.

Priority 4

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

Arlington has experienced steadily increasing enrollment at all grade levels since 2000. To alleviate space needs at the high school, and to improve conditions for Arlington's state-mandated inclusion preschool, efforts were made to design a suitable early childhood space during the reconstruction of the Thompson School. Unfortunately, size constraints of the site and available funding from the Town made this impossible. The preschool is currently housed in the high school, in a space not well designed to accommodate a preschool's needs, nor able to provide the needed additional space as the program continues to expand.

At the elementary level, although our newest school was built with a larger capacity to help absorb the influx of new elementary students, the Thompson school is presently enrolled above its design capacity. Arlington has redistricted its elementary schools and instituted buffer zones between the neighborhood school districts. This redistricting helped to shift the student population away from densely populated schools and redistribute it more evenly. The creation of buffer zones allows district administration to have some ongoing flexibility in the allocation of students in the future.

As this much larger elementary population ages up, the district expects overcrowding at both the middle and the high school. The middle school is already over its design capacity of 1050 students, and is expected to reach 1430 in five years. However, of the two buildings, the high school is in much greater need of a thorough renovation and reconstruction. It is also situated on a larger parcel of land. One possible solution to enrollment pressure in both places would be to create an eighth grade academy within a reconstructed high school. Moving the eighth grade class out of the middle school would reduce the enrollment to slightly below the middle school's design capacity for the foreseeable future without the need for further expansion on a very space-limited site. Another option for reducing enrollment pressure at the middle school or high school might include temporary classrooms until additional classrooms can be built later, if necessary.

Additionally, the high school continues to examine and implement innovative programs, some of which can help mitigate burgeoning student enrollment. On-line courses, internships, capstone projects and an alternative high school program to be offered off-site but nearby, are a few examples of these approaches.

Please see the attached projection sheets for further details on anticipated enrollment.

Priority 4

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.

From the HMFH report:
Arlington High School was constructed for a different time in education than what is expected today, let alone what will be required into the foreseeable future. 21st century schools are all about technology, inter-connectedness, collaboration, interaction, hands-on learning and making, experiences, teamwork, and interpersonal skills. The excellent teaching staff at the high school knows this and accomplishes much within the constraints of the antiquated facility. It is time to look to the future and to make every effort to create an environment that supports the dynamic teaching at Arlington High School.

School buildings need clear way-finding and be navigable by all, student and visitor alike. Schools need to have spaces in a variety of sizes that are adjacent to one another to provide appropriate space for differentiated learning styles. The spaces need to be flexible in terms of variety of sizes, and a level of consistency among the amenities. The teaching spaces need to be supported by today's teaching tools, such as ceiling projectors, wireless, and the like. Schools must achieve these goals in an environment that is at the same time, inviting, open, secure, and supervised. When thinking of any building today, but perhaps most especially buildings used for educating students, we need to be planning sustainably, using our existing resources wisely, and thinking even further into the future about what else may need to be accommodated on the high school site. Designing sustainably means with the outdoor, as well as the indoor, environment in mind, while creating a long-lasting, low-maintenance, well-planned facility to accommodate flexibility and growth.

Schools need to be safe and secure havens for all that enter. Simple things like signage, color, exposure to natural light, connection through views to nature and the surroundings, combine to create a secure, understandable environment in which today's and tomorrow's student learn and grow. These are possible to achieve within a thorough, thoughtful renovation, but they need to be planned for and supported by the community's resources in order for the high school to best support the youth of Arlington into the coming decades.

Please also provide the following:

Cafeteria Seating Capacity:	450
Number of lunch seatings per day:	3
Are modular units currently present on-site and being used for classroom space?:	NO

If "YES", indicate the number of years that the modular units have been in use:
Number of Modular Units:
Classroom count in Modular Units:
Seating Capacity of Modular classrooms:
What was the original anticipated useful life in years of the modular units when they were installed?:

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

If "YES", indicate the number of non-traditional classroom spaces in use: 13
Please provide a description of each non-traditional classroom space, its originally-intended use and how it is currently used (maximum of 1000 characters).:

Band room was originally large classroom.
Three work areas and lounges built in 1914 now used as classrooms.
Academic support classrooms, music classroom, Special Education classroom all carved out of Library/Media Center space.
Two therapy offices and METCO Director office made from 1914 auditorium balcony.
"The Pit" a subterranean athletic practice area with poor acoustics, often used as classroom when classes need a large space.
Two storage closets converted to therapy rooms for preschool students.

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

At the elementary level, the newest school was built with a larger capacity to help absorb the influx of new elementary students. Arlington has redistricted its elementary schools and instituted buffer zones between the neighborhood school districts. This redistricting helped to shift the student population away from densely populated schools to redistribute students more evenly. The creation of buffer zones allows the district administration to have some ongoing flexibility in the allocation of students in the future.

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

There is no specific policy regarding class size, although efforts are made to have elementary classes of 24 or less and secondary classes of 26 or less.

Priority 5

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

Please see the attached On-Site Insight report, section 2 (page 8-29) and section 3 (page 40-56) for a report of the existing deficiencies in the high school facility systems. Of particular note is the Executive Summary Dashboard on page 5, which shows that the vast majority of needed improvements are so urgent that they should be scheduled in the first year of the plan.

Building Security

The school manages 35 exterior entrances that contain 50 separate doors. These doors have been repaired and upgraded to make them more secure. However, monitoring access to the school's doorways is complicated both during and outside of school hours. None of these doors are alarmed and retrofitting alarms to all the exterior doors with alarms and motion sensors would cost over $200,000.

The school has many entrances, long hallways and connecting passages, with blind endings and hidden corners. Page 8 of the HMFH report outlines in detail the security risks posed by this situation, including that long stretches of hallway are without occupied spaced and therefore without supervision. An additional risk of the configuration of the school noted by HMFH is that it is easy to become lost and disoriented, and that it can be a challenge to find the best egress path. In addition, telephones are not available in all classrooms and the public address system is outdated, posing a safety risk in the event of an emergency. There would "no room-to-room communication" without 2-way radios that have been distributed throughout the building. Only these radios allow staff to communicate across a wide-ranging facility with instant connection in case of emergencies.

The High School has 28 security surveillance cameras, divided between interior and exterior. Some of the 16 exterior cameras cover more than one door. Picture quality is not good when dealing with distances and darkness. Newer cameras with more mega-pixel capability would perform better. More modern features are available that allow better identification of individuals and motor vehicles, stronger zoom functions, and a greater ease of use. All of these functions would greatly improve the security functionality of these cameras. These improvements, as well as relocating and adding some cameras, would also necessitate an investment in a new server and software that would bring the High School to an enterprise class infrastructure.

ADA Compliance

While there are four accessible entrances/exits in the building, there remain challenges for disabled students and staff. There is only one elevator in the 400,000 square feet of the complex. It can take more time than is available between classes to travel if one needs an elevator, potentially impacting class time. The elevator is also aging and not entirely reliable. Certain areas of the school are inaccessible. The Pit, the stage in the little theater, and the stage in Old Hall cannot be reached by wheelchair. Also, no accessible student bathrooms are near the auditorium, causing hardship.

Fire Suppression

Fire suppression systems are not all at the same level throughout the school. Some parts of the school have sprinklers, but the Downs Building does not, and there are no plans to install them given the state of that wing. Fire alarm protection exists in all buildings, which detect smoke and heat. Upgrades to the system to include carbon monoxide detection have begun. However, only 20% of the fire alarm system is a modern, addressable system. Therefore, most of the building relies on a more antiquated system that potentially increases the time required to address a fire

emergency in the building. Page 9 of the HMFH report outlines concerns about the fire alarm system, concluding that whole areas of the building would not be aware of an emergency in another area of a building if staff relied solely on the fire alarm system. In addition, Smoke doors in corridors and fire doors at stairs are not working per manufacturer's specifications. All interior fire doors, interior steel doors, vinyl tile throughout complex

Building Envelope

Exterior masonry is in need of major repairs given its age. The On-Site Insight report (page 60) states that the cost of building architectural repairs would be $12 million.

During heavy wind and rain events there is moisture penetration throughout the building envelope. This is addressed first by buckets in halls during the event, and when the event is over, facilities staff search for the source of water and attempt to address it, although it is not always possible to find the exact source. Issues associated with water penetration will likely worsen over time.

Many windows are original to the buildings, most are single paned, and are not energy efficient. This leads to uneven temperatures in the building. Additionally, there are significant deficiencies in insulation and air sealing due to the types and ages of building construction.

Stress cracks appear in interior masonry block cell ceilings. Again, these issues are addressed as they occur, but it is an ongoing and increasing concern.

These factors create a very inefficient thermal envelope that works against good climate control. It is impossible to maintain an optimal temperature in most of the building.

There are tripping hazards where there are cracked floor tiles, and missing or broken stair nosings. Addressing this is a constant process.

Hazardous Materials

Asbestos is in tiles and pipe coverings throughout the building. If there is a risk of asbestos becoming friable, abatement is done in accordance with AHERA compliance standards.

The plumbing has lead soldered joints that could become a problem as standards change.

Electrical

Even though electrical service into the building was done over in 1980, power wiring throughout the complex present multiple concerns. There is a lack of outlets in the Downs Building where many classrooms have only one outlet leading to the use of extension cords. There are even some classrooms without an outlet. There are shortcomings with electrical distribution throughout the Downs Building, where distribution panels are old and parts are unavailable. When issues occur, electrical demand is reduced until the panel can be replaced during the summer break.

Gas

In some science labs, the gas shut off valve is in another room, causing a safety concern. This is part of the HMFH report, on page 9.

HVAC System

Univents in the Downs Building need to be replaced because they are beyond their useful life. This impacts air quality in Downs Building. In addition, there is no provision for air exchange in some corridors throughout the building, which is non-compliant with current standards. The cafeteria has an inadequate mechanical exhaust system; staff addresses air quality by opening doors to the interior courtyard.

There are two boiler rooms for the school, each containing two boilers. When all boilers were due for replacement, one boiler in each room was replaced. The newer boilers are used alone when weather is milder, while the older

boilers are also brought on line during colder weather. Therefore, with persistent cold weather the school is relying on two boilers that have exceeded their expected life. See page 13 in the attached On-Site Insight report which suggests replacing both boilers.

Half of the building complex is heated with steam pipes. The steam condensate collection and return system needs to be replaced per On-Site Insight. The steam system, especially return pipes, needs constant repairs and maintenance due to the aging piping system. Adding virgin water to system due to leaks degrades pipes over time. As of yet, there have been no injuries due to ruptures in the steam delivery system.

The building has no air conditioning, except for the high school and central administration areas, and the computer rooms. This lack of air conditioning leads to extremely uncomfortable learning situations during late spring and June, and at the start of school.

Other systems at or beyond their expected service life or in need of extensive repair include:

- Main heating system (boilers, temperature control, steam plumbing, heat ventilators, etc.)
- Hot water (storage tank, distribution)
- Ventilation/cooling systems (building exhaust fans, rooftop air units)
- All exterior doors, all windows, steeple and balcony, elevator
- Auditorium heating, ventilation and air conditioning system
- Auditorium carpeting and seating
- Science labs (including showers, eyewash stations, ventilation and fume hoods)
- Classroom cabinetry, shelving
- Restrooms and locker rooms
- Exterior walls are not seismically reinforced to conform to current codes.

Priority 5

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

Ongoing emergency repairs are made to protect health and safety. Beyond that, systems have been replaced or upgraded as they fail. In 2013, the district also commissioned a Capital Needs Assessment by On-Site Insight to better inform our planning for future capital allocations necessary for repair and replacement of equipment.

Building Security

The district has installed 28 surveillance cameras and four door entrance proximity readers. Doors have been secured by removing exterior handles where exit is the only requirement. This reduces attempts at break-ins.

Fire Protection and Security

Alarm panels have been upgraded and an addressable system has been installed in part of the building. Carbon monoxide detectors are being added this summer. The district complies with all state and local requirements on fire protection equipment and systems.

ADA Compliance

In the past year, an additional curb cut was installed, along with two handicap parking places, in addition to an adjacent electronic door opener.

HVAC

As noted in the previous section, two boilers of four have been replaced in the past five years, as their predecessors were failing. In 2013, a significant renovation of the HVAC system was made to the administrative offices on the sixth floor to reduce energy consumption, stabilize heating and cooling, and improve the circulation of fresh air. This was funded in part by a Green Communities grant from the state. In order to better control the aging HVAC system, a $100,000 upgrade to the existing Energy Management System is currently being installed. This installation will improve the current situation, but not fix all HVAC problems.

To bring the HVAC system to today's standards, the high school would need an upgraded HVAC system that would cost many millions of dollars.

Hazardous Materials

The district contracts with licensed vendors for asbestos abatement as needed.

Building Structure and Envelope

Ceiling cracks are repaired as needed. Floor tiles and stair nosings are replaced as needed. After heavy rain and moisture penetrations, the maintenance department performs spot re-pointing on masonry and applies spray-on waterproofing.

Electrical

Improvements to the electrical system are completed when necessary and if it is possible to retrofit into existing electrical systems.

Priority 5

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

Deficiencies in the high school heating, electrical and other systems combine to create an increasingly disruptive learning environment. Although staff and students excel at work-arounds and make-dos, the attention and energy these problems cause take away from attention paid to teaching and learning. As reported by the Principal: "There is not a day when administration does not have to spend time on building related issues." In addition, everyday students with mobility challenges experience delays in getting to class. On stormy, windy days, classes are interrupted by teachers and custodians placing buckets in hallways and mopping floors as water gets into the building.

Examples of heating and cooling problems: During the protracted cold spell this winter, teachers and students in several classrooms had to be relocated because of lack of heat in their rooms due to boiler failure or broken controls.

- In some classrooms it can take 24 hours for the heat to reach the level set by the thermostat, if it achieves that level at all. Other classrooms are overheated, requiring teachers to open windows even on very cold days.
- The Media Center/ Library is not air conditioned, despite housing technology equipment and being used year-round.

Examples of electrical issues:

- Wiring capacity and outlet availability frequently constrain technology usage.
- Classroom teachers using a projector, computer, Elmo document projector and speakers simultaneously trip the electrical circuit.
- Students regularly trip over extension cords used to power technology equipment on carts, requiring replacement of damaged equipment.

From the HMFH report:

It is clear that due to its age, the complex requires significant upgrades to (or replacement of) all of the building systems and finishes. This is because either they are obsolete, not in working order, and a drain on energy and maintenance resources, or because they simply do not comply with current code standards for accessibility, plumbing fixture quantities, structural implications, or hazardous material abatement.

Beyond the sizes and configurations of the educational spaces there are environmental issues that make the spaces both uncomfortable and distracting to teach and learn in, such as indoor air quality, temperature extremes and lack of control, and problematic incidences with mice and wasps.

- Acoustic needs: many spaces are acoustically challenged, causing disruptions and making learning difficult; the Music program spaces do not have appropriate acoustic treatment; the rooms adjacent to the Cafeteria are interrupted by noise; the Language Lab needs appropriate acoustics. Old Hall is a loud, echo-filled, challenging space to occupy, coupled with the noises clearly heard from the space below used for band practice and wrestling practice.

- Auditorium sound and lighting systems: the systems are aged and require replacement.
- Equipment: throughout the various program spaces much of the equipment used by the teaching staff is outdated or does not exist (fume hoods, appliances, etc.)

- Air conditioning: the school is used year-round and air conditioning is essential and, at minimum, the Library, Auditorium, and Administrative areas should have air conditioning.
- Borrowed lights and glazing: part of the confusion of the complex is due to the lack of visual connection between spaces.

In addition to there being too few toilet rooms with too few fixtures for the population, the majority of them are located at the very end of hallways, sometimes beyond the paired hall doors and within the stair well. These are not regularly supervised and pose numerous threats and at the very least, maximize insecurities. We understand that due to the physical, deteriorating conditions as well as the isolated locations of the toilet facilities, that there are students who will not use the facilities throughout the entire school day. This is not a healthy situation.

Priority 5

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

The improvements suggested in the On-Site Insight report would replace those elements of the physical plant that are beyond their useful life, and would allow the building to function more appropriately. These improvements will not greatly help the many academic issues in the building, such as outdated science labs, too small and/or poorly configured classrooms, lack of breakout space, etc, as outlined in the Analysis of Programmatic Needs, nor would they address future enrollment pressures.

Please also provide the following:

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

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

Mr. Robert Labadini is a Building Performance Institute (BPI)-certified energy auditor, and LEED Green Associate accredited.

The date of the inspection: 4/16/2013

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

Please see the attached On-Site Insight Green Capital Needs Assessment and Reserve Replacement Analysis report attached.

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.

With the advent of the Common Core State Standards and PARCC assessments, access to the benefits of a modern facility become more urgently needed. The limitations of the facility limit the range of experiments in Science classes, access students have to develop their skills in Art, Instrumental Music and Consumer Science and collaboration by students and teachers. Small group work is virtually impossible in an undersized or misshaped classroom. Vitally important is access to modern technology, both for testing and for college and career readiness. The current high school's physical limitations make the roll-out of better technology challenging.

As mentioned in the 'Programs and Operations' section, nearly 100 years of expansion, additions, and re-configurations have resulted in re-purposed and retrofitted classrooms that are forced to fit into a space that is incompatible with today's teaching methods.

Following are some of the programmatic constraints of the facility:

- The Media Center/Library has been divided to accommodate academic support rooms, a music classroom and special education classrooms.
- Many classrooms contain pillars that not only obstruct student and teacher views, but also severely limit accessibility and usable space in the classroom.
- Under-sized classrooms prevent small group collaboration, forcing students to meet in small groups in hallways and stairwells.
- The facility impedes technology implementation, particularly WIFI and ceiling mounted projectors.
- Inadequate wiring and insufficient electrical outlets in classrooms result in frequently tripped circuit breakers.
- Inadequately sized science labs do not provide enough lab workstations for all students to perform experiments safely at the same time.
- Two basement rooms (old Auto Shop and a classroom) are closed due to environmental concerns (PCE). One of these rooms provides the only access to the courtyard garden, thus limiting environmental studies offerings.
- Arlington's state mandated inclusion preschool resides at the high school. The space that it occupies also has limitations, including poor classroom configuration that impedes service delivery and inadequate therapy rooms.

Additionally, from HMFH Analysis of Programmatic Needs report:

Following are the presently known missing and/or inadequate educational spaces:

- Science: additional classrooms and specifically Biology classrooms
- A flexible modern library "learning commons" to serve as central meeting, collaboration, study, support, and presentation space
- Culinary Arts: additional instruction space and lab space, and increased size to the current Family and Consumer Science (FACS) rooms
- Special Education: Occupational Therapy, Physical Therapy, and Speech & Language dedicated spaces and more secure counseling spaces
- Music: a dedicated Instrumental Music classroom adjacent to the rest of the music program, Auditorium/Stage need wing space, fly space, and orchestra pit, and scene shop adjacency
- Visual Arts: a dedicated studio arts space
- Physical Education: Health classroom and Dance studio
- School-wide: meeting rooms, collaboration spaces, and small group rooms, there are no meeting spaces that can

comfortably accommodate the faculty or large groups of students for collaborative work; an outdoor classroom

- An adequate Cafeteria that is easily able to be supervised and will accommodate the increased enrollment

Priority 7

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

The District has focused on gathering detailed information from outside evaluators and building users so that it can deeply understand the current state of the building, the particular improvements required and the time frame in which they are needed, as well as the programmatic impacts and limitations of the current high school building. The relevant reports are attached to this SOI and are referred to at length in this document. Key information was gathered during the most recent NEASC accreditation process, which highlighted in particular the detrimental nature of aspects of the facility. Accordingly, HMFH was retained to do a programmatic study. In addition, the District retained On-Site Insight for a Green Capital Needs Assessment and Replacement Reserve Analysis. The District has made all of these reports publicly available on the district website.

The District has created a building committee made up of professional staff, local government representatives, parents and community members. Arlington has strong volunteer participation in local government, allowing a depth of outreach not always easily achieved in other communities. To date, the District has sought input from the Town's Capital Planning Committee, Finance Committee, Permanent Town Building Committee, and Long-Range Planning Committee.

To build awareness about the declining condition of the high school facilities, the District offered in-depth tours of the facility to all members of the School Committee, Board of Selectmen, Capital Planning Committee and Town Finance Committee in December 2013. In March 2014, the District expanded the tours to all residents.

The High School Principal has formed a Faculty Building Committee to help identify and understand the programmatic needs and limitations of the facility, and to start thinking about what improvements the high school can make to take academic performance to the next level.

To address immediate facility cleanliness and minor maintenance issues identified in the NEASC report, the Principal plans to start a Booster Club to raise money for minor improvements (paint) and to solicit help with improving the appearance of portions of the facility (locker rooms, hallways, etc.).

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.

Aging facility and mechanical systems, combined with a sprawling complex that has been reconfigured and repurposed numerous times, result in many negative impacts on the educational program and the daily lives of students and teachers. As reported by the Principal, "There is not a day when administration does not have to spend time on building related issues."

Instruction and Curriculum

- Age and construction of facility impedes technology implementation.
- Classroom obstructions limit the ability of teachers to circulate, and of small groups to collaborate.
- Wide variances in temperature due to leaky windows and aging boilers are distractions.
- The complex is large and poses program adjacency and teacher collaboration challenges.
- Inadequately sized science rooms limit ability to deliver curriculum.
- The media center/library, auditorium and administrative offices lack air conditioning despite year-round use.
- Undersized media center/library lacks separate workspaces for small group collaboration.

Building Security and Safety

- Monitoring access to the school's 50 doorways poses a difficult security challenge.
- Telephones are not available in all classrooms and the public address system is outdated, posing a safety risk in the event of an emergency.
- Inadequate electrical supply results in frequent overloading of circuits.

Accessibility

- The complex has only one (undersized) elevator which is not centrally located.
- The auditorium (used for public events) does not provide accessible seating.
- Under-sized classrooms pose accessibility and safety concerns.

From the HMFH Report:

Adjacency requirements between program spaces and services are often not met, due in part to the generous size and spread-out nature of the facility and also due to not having adequate room in a designated area of the building to accommodate the full program. In most cases the locations of the various departments are quite removed from one another and therefore it "does not encourage collaboration and support." Additionally, there are minimal spaces that allow for teachers (of similar and dissimilar subjects) to meet and collaborate. The Music program is on three different levels, making collaboration and circulation difficult; students travel up and down stairs with their instruments, and stage sets are made in a distant space, un-assembled and then are hauled to the Stage in pieces to be reassembled. The Family and Consumer Sciences program is also spread out on several levels and, ideally, the program would be adjacent to both the childcare space and the Pre-School program, but with the school's current configuration this is not possible.

In thinking about adjacency needs, we need to also address the needs of differentiated instruction (team teaching, project-based learning, one-on-one instruction, and individual learners). Differentiated instruction requires spaces of varied size as well as adjacencies to the corresponding program. Currently Arlington does not have purposeful smaller teaching spaces to promote flexibility in teaching and learning. As well as the limited large and small group spaces for classrooms, there is also a deficit of

spaces for support services such as guidance and special education.

The school building as configured today, after a century of additions, renovations, and on-the-fly repurposing of spaces, poses a safety and security challenge.

There are greater than 50 exterior doors. This fact alone is a security challenge, but is compounded because none of the doors are tied to a security alarm system, and it is virtually impossible to secure the school building either during or off school hours.

Without classroom telephones, there is “no room-to-room communication.” Due to the lack of a fully integrated public address system, the ability to communicate an emergency situation to the entire school is poor. Similarly, and as it was designed, there are three separate fire alarm systems for the three “separate” buildings, but this means whole areas of the building would not be aware of an emergency in another area of the building. The administration has had to develop procedures for communicating and activating multiple alarms in an emergency.

Many classrooms teachers have resorted to the use of power extension cords that, by their nature, are strung across the floors. The result is that teachers do not use technology as readily and tripping is a hazard to students and equipment. The Science classrooms use equipment and chemicals in crowded conditions, many in rooms without proper safety stations. Ultimately, students are denied the learning experience if the conditions are deemed too unsafe. Gas shut-offs for some science labs are located in the adjoining rooms, making this safety measure less effective.

Beyond the sizes, configurations, and quantities of the educational spaces there are environmental issues that make the spaces both uncomfortable and distracting to teach and learn in, such as indoor air quality, temperature extremes and lack of control, and problematic incidences with mice and wasps.

REQUIRED FORM OF VOTE TO SUBMIT AN SOI

REQUIRED VOTES

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

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

FORM OF VOTE

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

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

_____

_____

_____

_____

_____

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

CERTIFICATIONS

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

Chief Executive Officer *	**School Committee Chair**	**Superintendent of Schools**
Adam Chapdelaine	Paul Schlictman	Kathleen Bodie
Town Manager		
(signature)	(signature)	(signature)
Date	Date	Date

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

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

This Contract is made as of this _____ day of _____ in the year _____ between
(day) (month) (year)
the _____, _____
(Owner) (street)
_____ , Massachusetts , _____
(City) (State) (Zip Code)
hereinafter called "the Owner" and _____
(Designer)
_____
_____ , _____ , _____ , _____
(street) (city) (State) (Zip Code)
hereinafter called the "Designer" for the Designer to provide the designer services required to complete the Basic and Extra Services described herein at _____
(name/description of Project)
_____
_____
_____

The Designer is authorized to perform the services required by this Contract through the Feasibility Study Phase and, pending receipt of a written Approval to proceed from the Owner, through the Schematic Design Phase. At the Owner's option, the Designer may be authorized to perform services for subsequent design phases and/or the Construction Phases and Completion Phase, at which time a mutually agreed upon amendment to this Contract will be executed between the Owner and the Designer. If the Owner elects to construct the Project using the CM at Risk ("CM-R") construction delivery method pursuant to M.G.L. c. 149A, this Contract shall be amended using the Authority's Standard Amendment for CM-R, as it may be amended from time to time by the Authority. If the Owner elects to construct the Project using the Design-Bid-Build ("DBB") construction delivery method pursuant to M.G.L. c. 149, this Contract shall be amended using the Authority's Standard Amendment for DBB, as it may be amended from time to time by the Authority.

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

Designer's Project Architect/Engineer: _____

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

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

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

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

OWNER

_____
(print name)

_____
(print title)

By _____
(signature)

Date_____

DESIGNER

_____
(print name)

_____
(print title)

By _____
(signature)

Date _____

TABLE OF CONTENTS

ARTICLE 1: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACT – This Contract, inclusive of all Attachments, between the Owner and the Designer; all written amendments to this Contract; and all Approvals issued pursuant to this Contract.

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

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

DESIGNER – The individual, corporation, partnership, sole proprietorship, joint stock company, joint venture or other entity identified as such on page one of this Contract performing architecture, landscape architecture, and/or engineering services under this Contract and which meets the qualifications set forth in M.G.L. c. 7 § 38A 1/2.

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

DISTRICT – see "OWNER."

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

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

FEE FOR BASIC SERVICES – The fee to be paid to the Designer for satisfactorily performing the Basic Services required under this Contract, exclusive of the compensation to which the Designer may be entitled pursuant to Articles 8 (Extra Services) and 9 (Reimbursable Expenses).

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

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

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

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

GUIDELINES AND STANDARDS – Documents published by the Authority including regulations and procedures that supplement the tasks of Designers contracting with Owners for projects receiving any funding from the Authority, as they may be amended from time to time by the Authority.

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

MBE/WBE – A minority-owned business (MBE) or a women-owned business (WBE) certified by the State Office of Minority and Women Business Assistance (SOMWBA).

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

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

OWNER-CONTRACTOR AGREEMENT or OWNER – GENERAL CONTRACTOR AGREEMENT – The contract between the Owner and one or more General Contractors and/or

goods or services providers for construction of a whole or part of the Project, including approved change orders.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WORK – The entire construction required to be furnished under the Construction Contract Documents. Work includes performing and furnishing any and all services, obligations, duties,

responsibilities, labor, materials, equipment, temporary facilities, and incidentals necessary to complete the construction assigned to, or undertaken by the Contractor or the CM at Risk pursuant to the Construction Contract Documents.

ARTICLE 2: RELATIONSHIP OF THE PARTIES

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

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

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

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

ARTICLE 3: RESPONSIBILITIES OF THE OWNER

3.1 The Owner shall have the right to approve the Designer's work.

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

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

3.4 To the extent such data is available, the Owner shall furnish to the Designer existing surveys of the site, building plans, borings, test pits, structural, mechanical, chemical or other test data, tests for air and water pollution and for hazardous materials, photographs, reports and utility information. The Designer shall be entitled to reasonably rely upon the sufficiency and accuracy of the information furnished to the Designer under this Article 3.4 and under Article 4.11, provided that the Designer shall coordinate its services with the services of the Owner's consultants and shall notify the Owner in writing of any deficiencies in such data of which the Designer becomes aware.

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

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

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

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

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

ARTICLE 4: RESPONSIBILITIES OF THE DESIGNER

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

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

herein shall be construed as an assumption by the Owner or the Authority of the responsibilities or duties of the Designer.

4.3 The Designer Services shall be performed as expeditiously as is consistent with orderly progress of the work, consistent with the agreed upon project design schedule as established under Article 7.4.2 and as it may thereafter be amended by the parties from time to time. In the event of delays due to causes outside of the Designer's control, the project design schedule may be extended as necessary, and Designer's compensation may be equitably adjusted pursuant to Article 6.6 to the extent that Designer incurs additional direct costs caused by the delay. Time is of the essence for the duration of this Contract.

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

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

4.6 The Designer acknowledges the importance that the Owner attributes to the abilities and qualifications of the key members of the Designer's team, including Subconsultants, and the continuity of key members' participation in the services to be provided under this Contract. This Contract has been entered into in reliance on the Designer's representation that the individuals, consultants, assignments and responsibilities will be maintained throughout the duration of this engagement. No substitution or replacement of individuals or change in the Subconsultants, listed on pages 1-2 of this Contract, shall take place without the prior written approval of the Owner and the Authority, except when necessitated by causes beyond the Designer's control (such causes shall include if an individual leaves or is no longer associated with the Designer's firm). If the Designer proposes to replace one of the members of the Designer's team, the Designer shall propose a person or consultant with qualifications at least equal to the person or firm the Designer proposes to replace. The Owner and the Authority shall have the right to approve any substitution or replacement or change in status for the persons or Subconsultants listed on page 1-2 of this Contract and such approval shall not be unreasonably withheld. At the request of the Owner, the Designer shall consult with the Owner to resolve any situation in which the Owner determines that a member of the Designer's team is failing to perform services in an acceptable manner to the Owner. The Owner shall have the right to direct the removal of any such person or consultant. The Owner shall work in good faith with the Designer to resolve any material problems identified by the Owner in writing regarding performance of the Designer's obligations under this Contract. No act or omission of the Owner or the Authority made or permitted under this Article shall relieve the Designer of its responsibility for the performance of the services specified in this Contract.

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

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

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

4.10 Design Within the Project Construction Budget

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

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

4.10.3 In a Project constructed pursuant to M.G.L. c. 149, §§ 44A-M, if the Project Construction Budget is exceeded by the lowest bona fide, responsible bid by any

amount, the Owner shall direct the Designer to review and compare the Project Construction Budget with the bids received to identify the variances. Upon completion of this review and submission of the Designer's report to the Owner and Authority, the Owner shall, with the approval of the Authority:

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

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

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

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

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

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

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

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

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

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

4.10.5 (a) If the Owner chooses to proceed under Article 4.10.3(a) or 4.10.4(a), the Designer and its Subconsultants, without receiving additional compensation, except if fewer than three bona fide, responsible bids were received (in the case of a Project constructed pursuant to M.G.L. c. 149, §§ 44A-44M) or (in the case of a Project

constructed pursuant to G.L. c. 149A) if fewer than three bona fide responsible Trade Contractor or so-called non-trade contractor bids for each category of work were received, or if 4.10.5(b) and/or (c) applies, shall cooperate in revising the designs, drawings and specifications as may be required to reduce or modify the quality or scope or both, of the Project so that they will comply with the Project Construction Budget as approved at the conclusion of the Construction Documents Phase or as amended. Any changes to the educational program or the approved space summary shall be subject to the written approval of the Authority. Upon completion of these revisions, the Designer shall also be required to produce a revised cost estimate demonstrating that the estimated cost of the Project does not exceed the Project Construction Budget. Revising the designs, drawings, and specifications and updating the cost estimate shall be the sole obligation on the part of the Designer with respect to 4.10.3(a) or 4.10.4(a); (b) If the Owner elects to proceed with revisions that significantly increase the complexity either of the Construction Contract Documents themselves or the Construction Administration Phase services that the Designer will have to provide, then the Designer shall be entitled to an equitable adjustment in its Fee to reflect the impact on its services; (c) If the bid or proposal referenced in 4.10.3 or 4.10.4 above was submitted on a date that is more than three (3) months after approval of the Construction Contract Documents then such revisions shall be Extra Services.

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

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

4.11.1 Site surveys;

4.11.2 Structural tests and materials tests;

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

4.11.4 Traffic studies.

ARTICLE 5: SUBCONSULTANTS

5.1 The Designer may engage Subconsultants, subject to the prior written approval of the Owner and subject to Article 9.3, in order to perform services under this Contract. If Subconsultants are engaged, the person responsible for, and in control of, the Subconsultant services to be provided must be professionally registered or licensed in Massachusetts in the necessary disciplines for the services if such registration or licensing is required under the applicable General Laws. The engagement of Subconsultants shall not in any way relieve the Designer from its duties and responsibilities for its work, including, without limitation, coordinating all Designer Services furnished under this Contract by the Subconsultants.

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

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

ARTICLE 6: COMPENSATION

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

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

6.3 Payment Schedule

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

6.3.2 The Owner shall make payments to the Designer within 30 days of the Owner's approval of an invoice from the Designer. The Owner's payment for any services provided under this Contract shall not be construed to operate as a waiver of any rights under the Contract or any cause of action arising out of performance of the Contract. The Owner shall not withhold payments to offset costs alleged to have been incurred by the Owner on account of allegedly negligent acts, errors or omissions unless the Designer agrees or has been found liable for specific amounts in a binding agreement or court judgment, or unless the Designer fails to maintain the professional

liability insurance required under paragraphs 15.7.1 and 15.7.2. The Owner may withhold approval of invoice items the Owner reasonably believes have not been performed in accordance with this Contract, including adjustments to payment amounts in instances where required submittals to the Authority may be found to be missing or incomplete. If Owner and Designer continue to disagree, the disagreement shall be immediately submitted to mediation in accordance with paragraph 18.5(b).

6.4 Installment Payments During Construction

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

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

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

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

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

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

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

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

6.6 Substantial Change

6.6.1 If there is a substantial change in the services described in the RFS to be provided by the Designer under this Contract, the Designer and the Owner will mutually agree to a written amendment describing the services and an amended Fee for Basic Services to reflect the change and reasonable cost of such change. Such changes shall be designated on Attachment F and shall be executed by the Designer and the Owner.

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

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

ARTICLE 7: BASIC SERVICES

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

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

(a) approve the submittal as made; or

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

(c) reject the submittal; or

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

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

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

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

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

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

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

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

(d) The Owner reserves the right to require the Designer to provide all electronic media as may be required at any time during the duration of this Contract due to technology upgrades and/or changes to the electronic systems used by the Owner or Authority, provided that if such requirement demands that the Designer

purchase new software or train existing employees for the application of media or software such costs shall be a Reimbursable Expense but only to the extent that such purchase of new software or training of existing employees is unique or exclusive to the particular requirements of the Owner or the Authority for this particular Project.

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

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

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

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

7.3 Feasibility Study Phase:

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

requirements of the Feasibility Study. The Designer shall submit a proposed work plan including anticipated tasks and submittals.

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

(a) Preliminary design program;

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

(c) Development of alternatives to be studied;

(d) Preliminary evaluation of alternatives;

(e) Final Evaluation of Alternatives;

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

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

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

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

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

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

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

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

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

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

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

7.4 Schematic Design Phase

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

units, heat recovery units, exhaust stacks, and special systems (e.g. fume exhausts).

3. Fire Protection - written narratives of the basic systems and design criteria. Provide schematic plans indicating basic distribution concepts and the location of major equipment items such as fire pumps, standpipes, and fire department connections.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

appropriate construction delivery methodology shall be included in Basic Services.

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

7.5 INTENTIONALLY OMITTED

7.6 INTENTIONALLY OMITTED

7.7 INTENTIONALLY OMITTED

7.8 INTENTIONALLY OMITTED

7.9 INTENTIONALLY OMITTED

7.10 INTENTIONALLY OMITTED

ARTICLE 8: EXTRA SERVICES

8.1 General

8.1.1 Extra Services are those services requested by the Owner to be performed by the Designer but which are additional (or "extra") to the services performed as Basic Services. Such services are not included in the Fee for Basic Services and shall be invoiced and paid for separately. Extra services shall not be deemed authorized until a written Approval is received from the Owner, which Approvals shall not be unreasonably delayed, withheld, denied, or conditioned.

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

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

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

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

8.2.2 substantially revising previously approved reports, drawings, specifications or other documents to address changes authorized or requested by the Owner, including

substantial changes in its size, quality, complexity, design, Budget, and/or bidding method or bid packages, and changes in Applicable Laws;

(a) Notwithstanding the provisions of 8.2.2, revisions prepared by the Designer to keep construction costs within the Project Budget that are required pursuant to Article 4.10 of this Contract to be without additional compensation, or to correct incorrect items for which the Designer has responsibility, shall not be Extra Services;

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

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

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

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

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

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

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

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

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

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

8.2.13 providing services in connection with partial completion or partial systems completion inspections at the time of Substantial Completion of the Work or of a project construction phase and/or separate bidding package due to delay by the Contractor or CM at Risk in completing the Work on schedule;

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

8.3 Construction Phase Services Provided after the Original Construction Completion Date

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

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

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

8.5 Invoices for Extra Services shall be accompanied by a breakdown listing the name, payroll title, date, number of hours by day, hourly rate and extended amount, per specified task of

Extra Services performed. Hourly rates shall be in accordance with the Hourly Rate Schedule in Attachment A.

ARTICLE 9: REIMBURSABLE EXPENSES

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

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

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

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

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

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

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

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

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

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

ARTICLE 10: COMPENSATION AND RESPONSIBILITY FOR CHANGE ORDERS

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

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

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

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

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

ARTICLE 11: RELEASE AND DISCHARGE

11.1 The acceptance by the Designer of the last payment under the provisions of Article 6.5 or Article 12 in the event of termination of the Contract, shall in each instance, operate as and be a release to the Owner and the Authority and their employees and officers, from all claims of the Designer and its Subconsultants for payment for services performed and/or furnished, except for those written claims submitted by the Designer to the Owner with, or prior to, the last invoice.

ARTICLE 12: ASSIGNMENT, SUSPENSION, TERMINATION, NO AWARD

12.1 Assignment:

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

12.2 Suspension:

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

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

12.3 Termination:

12.3.1 (a) By written notice to the Designer, the Owner may terminate this Contract effective on five (5) calendar days notice without cause. All compensation and reimbursement due to the Designer in accordance with the Contract terms, for services satisfactorily performed up to the date of termination, including proportionate payment for portions of the services started but incomplete at the time of termination, shall be paid to the Designer, provided no payment shall be made for services not yet performed or for anticipated profit on unperformed services. (b) Owner may terminate this Contract effective on five (5) calendar days notice for cause, and no further payment shall be due to the Designer to the extent the Owner can reasonably identify damages in specific amounts for which the Designer is liable under this Contract; Owner shall pay other amounts otherwise due and owing to the Designer.

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

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

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

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

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

ARTICLE 13: NOTICES

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

If to_[_____]_;

If to_[_____]__;

If to_[_____]___;

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

ARTICLE 14: INDEMNIFICATION

14.1 For claims arising out or relating to negligent errors and omissions in the performance of professional services rendered by the Designer, to the fullest extent permitted by law, the Designer shall indemnify and hold harmless the Owner and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner to the extent caused by the negligence of, or the breach of this Contract by, the Designer or a person employed by the Designer, or Subconsultant for whom the Designer is responsible under this Contract.

14.2 For all other claims, to the fullest extent permitted by law, Designer shall defend, indemnify and hold harmless the Owner and the Authority and their officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner or the Authority to the extent they result from the performance of its services provided that such claims, damages, liabilities, injuries, costs, fees, expenses, or losses are attributable to bodily injury or death or injury to or destruction of tangible property and are caused by an act or omission of the Designer or a person or Subconsultant for whom the Designer is responsible under this Contract.

ARTICLE 15: INSURANCE

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

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

15.3 The Designer, and any of its Subconsultants, shall submit to the Owner originals of the required certificates of insurance simultaneously with the execution of this Contract. Certificates of insurance evidencing the coverage required hereunder, together with evidence that all premiums for such insurance have been fully paid, shall be filed with the

Owner and shall be made available to the Authority upon request. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles/self-insured retentions, and policy effective and expiration dates. The Designer shall submit updated certificates to the Owner prior to the expiration of any of the policies referenced in the certificates so that the Owner shall at all times possess certificates indicating current coverage and said certificates shall be made available to the Authority upon request. Failure by the Designer to obtain and maintain the insurance required by this Article, to obtain all policy renewals, or to provide the respective insurance certificates as required shall constitute a material breach of the Contract and shall be just cause for termination of the services of the Designer under this Contract.

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

15.5 The Designer or its Subconsultant, as the case may be, is responsible for the payment of any and all deductibles under all of the insurance required below. Neither the Owner nor the Authority shall be responsible for the payment of deductibles, self-insured retentions or any portion thereof.

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

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

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

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

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

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

15.7 Professional Liability

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

15.7.2 If the policy is in a "claims made" format, it shall include a retroactive date that is no later than the effective date of this Contract, and an extended reporting period of at least six years after the earlier of: (1) the date of official acceptance of the completed Project by the Owner; (2) the date of the opening of the Project to public use; (3) the date of the acceptance by the general contractor or the CM at Risk of a final pay estimate prepared by the Owner pursuant to M.G.L. chapter 30; or (4) the date of substantial completion of the Owner-Contractor Agreement or Owner-CM at Risk Agreement and the taking of possession of the Project for occupancy by the Owner, which requirement can be met by providing renewal certificates of professional liability insurance to the Owner as evidence that this coverage is being maintained.

15.8 Subconsultants

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

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

15.8.3 If the Subconsultant's insurance policy is in a "claims made" format, it shall include a retroactive date that is no later than the effective date of its contract with the Designer, and an extended reporting period of at least six years after the earlier of: (1) the date of official acceptance of the completed Project by the Owner; (2) the date of the opening of the Project to public use; (3) the date of the acceptance by the General Contractor or CM at Risk of a final pay estimate prepared by the Owner pursuant to M.G.L. chapter 30; or (4) the date of substantial completion of the Owner-General Contractor Agreement or the Owner-CM at Risk Agreement and the taking of possession of the Project for occupancy by the Owner, which requirement can be met by providing renewal certificates of professional liability insurance to the Owner as evidence that this coverage is being maintained.

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

15.9 Liability of the Designer

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

15.10 Asbestos and Hazardous Materials

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

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

ARTICLE 16: OWNERSHIP OF DOCUMENTS

16.1 Unless provided otherwise by law, ownership and possession of all information, data, reports, studies, designs, drawings, specifications, materials, computer programs, documents, models, inventions, equipment, and any other documentation, product of

tangible materials to the extent authored or prepared, in whole or in part, by the Designer pursuant to this Contract (collectively, the "Materials"), other than the Designer's administrative communications, records, and files relating to this Contract, shall be the sole property of, and shall vest in, the Owner and the Authority as "works made for hire" or otherwise, provided that the Owner complies with its payment obligations under this Contract. The Owner and the Authority will own the exclusive rights, worldwide and royalty-free, to and in all Materials prepared and produced by the Designer pursuant to this Contract, including, but not limited to, United States and International patents, copyrights, trade secrets, know-how and any other intellectual property rights, and the Owner and the Authority shall have the exclusive, unlimited and unrestricted right, worldwide and royalty-free, to publish, reproduce, distribute, transmit and publicly display all Materials prepared by the Designer. The Owner and the Authority shall provide appropriate credit to the Designer, in terms agreed upon by the Design, in any publicity about or plaque at the Project. The Designer shall have a license to publish and publicly display all Materials prepared by the Designer in its normal marketing and related professional and academic activities. The Designer shall have a license to use the typical or standard details and all other replicable elements of the Materials for this Project on other future projects. At the completion or termination of the Designer's services required pursuant to this Contract, copies of all original Materials shall be promptly turned over to the Owner and the Authority.

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

ARTICLE 17: STATUTORY REQUIREMENTS

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

17.2 Truth-in-Negotiations Certificate (M.G.L. c.7, §38H)

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

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

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

17.3 Certification Pursuant to M.G.L. c.7 §38H (e): In accordance with M.G.L. c.7 §38H(e), the person signing this contract certifies, as a duly authorized signatory of the Designer, that the Designer has not given, offered or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Contract; no Consultant to or Subconsultant for the Designer has given, offered or agreed to give any gift, contribution or offer of employment to the Designer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Designer or Subconsultant of a contract by the Designer; and no person, corporation or other entity, other than a bona fide full-time employee of the Designer, has been retained or hired by the Designer to solicit for or in any way assist the Designer in obtaining this Contract upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Contract.

17.4 Minority-Owned and Woman-Owned Business Participation: Pursuant to M.G.L. c. 7, § 40N, the Designer shall subcontract a minimum of eight percent (8%) of its work to SOMWBA Certified minority-owned enterprises (MBEs) and four percent (4%) to SOMWBA Certified women-owned enterprises (WBEs) certified by the State Office of Minority-and-Women-Owned Business Assistance, SOMWBA, 10 Park Plaza Suite 3740, Boston, MA 02116; such percentages shall be based on the listed services defined and required in the RFS . If the Designer is a SOMWBA certified MBE or WBE the requirements in this Article 17.4 are not applicable.

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

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

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

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

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

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

17.7 Interest of Designer: The Designer hereby certifies that it is in compliance with the provisions of M.G.L. c. 268A whenever applicable. The Designer covenants that 1) neither he/she nor any member of the Designer firm presently has any financial interest and shall not acquire any such interest direct or indirect, which would conflict in any manner or degree with the services required to be performed under this Contract or which would violate M.G.L. Chapter 268A, as amended from time-to-time; 2) in the performance of this Contract, no person having any such interest shall be employed by the Designer; and 3) no partner or employee of the Designer firm is related by blood or marriage to any officer, official, or employee of the Owner.

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

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

ARTICLE 18: MISCELLANEOUS

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

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

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

18.4 Entire Agreement: This Contract represents the entire and integrated agreement between the Owner and the Designer and, except as otherwise provided herein, supersedes all

prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written agreement signed by both the Owner and the Designer, and approved by the Authority, which approval shall not unreasonably be delayed, denied, conditioned, or withheld.

18.5 Dispute Resolution: If a dispute arises between the parties related to this Contract, the parties agree to use the following procedures to resolve the dispute: (a) Negotiation. A meeting shall be held between representatives of the parties with decision-making authority regarding the dispute to attempt in good faith to negotiate a resolution of the dispute; such meeting shall be held within fourteen calendar days of a party's written request for such a meeting; (b) Mediation. If the parties fail to negotiate a resolution of the dispute, they shall submit the dispute to mediation as a condition precedent to litigation and shall bear equally the costs of the mediation. The parties shall jointly appoint a mutually acceptable mediator; they shall seek assistance from an independent third party in such appointment if they have been unable to agree upon such appointment within 30 days of the meeting just noted in (a) above; (c) Litigation. If the parties fail to resolve the dispute through mediation, then either party may file suit in accordance with Article 18.2; and (d) This Article of dispute resolution provisions shall survive termination of this Contract.

18.6 Waiver of Subrogation: (a) To the extent damages are covered by property insurance, the Owner and the Designer waive all rights against each other and against the General Contractor or CM at Risk, Subcontractors, consultants, agents, and employees of the other for damages caused by fire or other causes of loss, except such rights as they may have to the proceeds of such insurance as set forth in the Owner-Contractor Agreement or Owner CM at Risk Agreement. The Owner shall require of the General Contractor or CM at Risk, Subcontractors, Owner's Project Manager, consultants, Subconsultants, and agents and employees, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. (b) Nothing in this Contract shall create a contractual relationship with or create a cause of action in favor of a third party against the Owner or the Designer.

ATTACHMENT A

PAYMENT SCHEDULE

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

Basic Services

Feasibility Study Phase .....

Schematic Design Phase .....

Design Development Phase .....

Construction Documents Phase .....

Early Bid Packages…….

Bidding Phase.....

Construction Administration Phase .....

Completion Phase .....

TOTAL.....

Extra Services

Extra Services provided pursuant to Article 8 shall be compensated as determined by the Owner (a) by a lump sum fee agreed upon in advance in writing by the Owner and the Designer, or (b) on an hourly basis in accordance with the lesser of $150 per hour or the rate schedule set forth below for time expended, or (c) on an hourly basis in accordance with the lesser of $150 per hour or a multiple of 2.5 times the direct personnel expense (without benefits) of the Designers or Subconsultants personnel including principals.

Hourly Rates:

ATTACHMENT B

REQUEST FOR DESIGNER SERVICES (RFS)

INSTRUCTIONS FOR COMPLETING THE REQUEST FOR DESIGNER SERVICES

This model Request For Designer Services ("RFS") is intended for use in the procurement of a Designer by cities, towns, and regional school districts that have been invited by the Massachusetts School Building Authority (the "MSBA") to conduct a feasibility study or that have been approved for a project by the MSBA. The MSBA Designer Selection Panel has jurisdiction over the procurement of designers, programmers and entities by cities, towns, regional school districts, and independent agricultural and technical schools seeking funding from the MSBA for public school construction projects whose estimated construction cost is anticipated to be $5,000,000 or greater. Designer selection for public school construction projects whose estimated construction cost is less than $5,000,000 must be conducted pursuant to Massachusetts General Laws, Chapter 7, Section 38K by the respective city, town, regional school district or independent agricultural and technical school. A copy of the MSBA Designer Selection Panel's Procedures are attached to this Model RFS as Attachment E.

Unless otherwise approved by the MSBA in writing, a city, town, or regional school district must use this model RFS in the procurement of a Designer in order to qualify for MSBA funding. Each city, town, and regional school district shall be responsible for inserting project and district specific information where indicated in the RFS. Although this model RFS is intended to be comprehensive in meeting the MSBA's requirements for the procurement of a Designer, each city, town and regional school district shall be solely responsible for ensuring that its particular RFS complies with all applicable provisions of federal, state, and local law, including, but not limited to, all procurement laws. The MSBA recommends that each city, town, and regional school district have its legal counsel review its RFS to ensure that it is in compliance with all provisions of federal, state and local law prior to its publication. No addition, deletion or revision to the model RFS of any kind shall be valid unless approved in advance by the MSBA in writing. The MSBA's approval of an RFS is solely for the purpose of determining whether the proposed RFS appears consistent with the MSBA's guidelines and requirements for designer selection and is not for the purpose of determining whether the proposed RFS meets any legal requirements imposed by federal, state or local law, including, but not limited to, public procurement laws. The MSBA shall not be responsible for any legal fees or costs of any kind that may be incurred by a city, town or regional school district in relation to its preparation or review of its RFS.

1) ***Each city, town and regional school district ("Owner") shall provide the project specific information in the areas noted by italics and bold-face lettering or as indicated by the shaded and text box areas.***
2) ***The Owner should contact the MSBA prior to commencing completing the RFS model to discuss the use of MSBA documents and the Owner's procurement schedule.***
3) ***Prior to placing the advertisement, the Owner must submit a red-lined version of the final RFS indicating any and all additions, deletions or revisions to the model RFS for MSBA approval.***
4) ***Standard attachments included with the RFS submittal do not need to be submitted as part of the red-lined version. However, any attachments added by the Owner should be included with the Owner's red-lined version.***
5) ***The Owner should allow a minimum of 10 business days for MSBA review of the RFS. Actual review time may vary.***
6) ***Upon advertisement of the RFS, the Owner is responsible for sending the final RFS, all attachments and the advertisement in electronic format to the MSBA.***
7) ***A copy of the final RFS and the advertisement must be submitted to the MSBA as part of the required documentation prior to the scheduled Designer Selection Panel meeting.***

This model Request For Designer Services ("RFS") is intended for use in the procurement of a Designer by cities, towns, and regional school districts that have been invited by the Massachusetts School Building Authority (the "MSBA") to conduct a feasibility study or that have been approved for a project by the MSBA. Unless otherwise approved by the MSBA in writing, a city, town, or regional school district must use this model RFS in the procurement of a Designer in order to qualify for MSBA funding. Each city, town, and regional school district shall be responsible for inserting project and district specific information where indicated in the RFS. Although this model RFS is intended to be comprehensive in meeting the MSBA's requirements for the procurement of a Designer, each city, town and regional school district shall be solely responsible for ensuring that its particular RFS complies with all applicable provisions of federal, state, and local law, including, but not limited to, all procurement laws. The MSBA recommends that each city, town, and regional school district have its legal counsel review its RFS to ensure that it is in compliance with all provisions of federal, state and local law prior to its publication. No addition, deletion or revision to the model RFS of any kind shall be valid unless approved in advance by the MSBA in writing. The MSBA's approval of an RFS is solely for the purpose of determining whether the proposed RFS appears consistent with the MSBA's guidelines and requirements for designer selection and is not for the purpose of determining whether the proposed RFS meets any legal requirements imposed by federal, state or local law, including, but not limited to, public procurement laws. The MSBA shall not be responsible for any legal fees or costs of any kind that may be incurred by a city, town or regional school district in relation to its preparation or review of its RFS.

REQUEST FOR DESIGNER SERVICES (RFS)

[Town][City] of _____, MA
_____ Public Schools

[Name of Project]

_____ ____, 2008

Invitation: The ***(City/Town/Regional District)*** of _____ ("Owner") is seeking the services of a qualified "Designer" within the meaning of M.G.L. Chapter 7, Section 38A½, to provide professional design and construction administration services for the _____ School in _____, Massachusetts. Selection of a Designer will be made by the Designer Selection Panel of the Massachusetts School Building Authority ("MSBA") in accordance with the MSBA's Designer Selection Procedures.

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

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

Pursuant to M.G.L. Chapter 7, Section 40N, the Designer must agree to contract with minority and women-owned businesses as certified by the State Office of Minority and Women Business Assistance (SOMWBA). The amount of participation that shall be reserved for such enterprises shall not be less than eight percent (8%) of the contract price for minority business enterprises and four percent (4%) of the

contract for women-owned business enterprises. The minority and women-owned business enterprises must be selected from those categories of work identified in Item F of this RFS.

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

A. Background:

(Provide background information regarding the City or Town or District, School Building Committee structure, District's grade configuration, school facility inventory and/or any other information that may be helpful to understand the context of the potential project.)

{Provide specific information regarding the identified school including, but not limited to, total square footage, site information, age of building, building conditions and problems, current grade structure and enrollment.}

B. Project Goals and General Scope:

On or about ***(date)***, the Owner submitted a Statement of Interest (Attachment A) to the MSBA for ***(Identify prioritized school)***. The MSBA is an independent public authority that administers and funds a program for grants to eligible cities, towns, and regional school districts for school construction and renovation projects. The MSBA's grant program is discretionary, and no city, town, or regional school district has any entitlement to any funds from the MSBA. At the ***_____, 2008*** Board of Directors meeting, the MSBA Board voted to issue an invitation to the Owner to conduct a feasibility study for this Statement of Interest to identify and study possible solutions and, through a collaborative process with the MSBA, reach a mutually-agreed upon solution. The MSBA has not approved a Project and the results of this feasibility study may or may not result in a Project approved by the MSBA.

It is anticipated that the feasibility study will review the problems identified in the Statement of Interest at the ***_____(Identify prioritized school)***

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

Project objectives under consideration by the Owner include:

(Some examples of objectives are shown below. These may or may not apply to this Request for Services and/or the Owner may have others.)

- ***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;***
- ***Life cycle costs of operating the School as it relates to future operational budgets;***
- ***Massachusetts High Performance Green Schools Guidelines (MA-CHPS or LEED-S for Schools Guidelines);***
- ***CM-at-Risk Delivery Method.***

C. Scope of Services:

The required scope of services is set forth in the MSBA's standard Contract for Designer Services (Contract) and standard Contract amendments for both Design/Bid/Build ("DBB") and a CM at Risk projects, copies of which are attached hereto and incorporated herein by reference. If the Owner determines to use the CM-at-Risk construction delivery method, the Contract must be amended using the MSBA's standard Contract amendment for CM at Risk. If the Owner determines to use a DBB construction delivery method, the Contract must be amended using the MSBA's standard Contract amendment for DBB. Unless specifically excluded, the Designer's Basic Services consist of the tasks described in the MSBA'sstandard Contract for Designer Services, standard Contract amendments, and this RFS including all investigative work (to the extent provided for in the Contract), feasibility study, schematic design, and, at the Owner's option, design work, preparation of construction documents, bidding period administration, construction administration, and other related work reasonably inferred in the opinion of the Owner and the Authority as being necessary to meet the project's stated scope and goals.

This RFS will be appended to and become part of the Contract for Designer Services. Any Designer selected as a result of this RFS will be required to execute the Contract for Designer Services that is attached hereto. Designers submitting an application in response to this RFS must specify any exceptions to the Contract at the time of application. The Owner may consider any such exceptions but shall not be bound by any such exceptions. A failure to specify exceptions will be deemed an acceptance of the Contract's terms and conditions.

The MSBA standard Contract For Designer Services, Article 16, requires a minimum of $2,000,000 of professional liability insurance. The Owner may determine that due to the complexity and risk factors associated with the project that a higher level of professional liability coverage may be required. If so, the Owner should identify these additional insurance requirements in the RFS. See suggested sentence:

In lieu of the minimum professional liability insurance specified in Article 15, the successful Respondent will be required to provide a certificate of professional liability insurance, at the time of contract execution, indicating minimum coverage in the amount of $_____ per occurrence, $_____ aggregate.

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

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

The Owner should identify any available studies, drawings, surveys, photographs and subsoil exploration reports of the proposed project's existing buildings and site or sites.

The Owner should identify any of the services (basic, extra or reimbursable) identified in the Contract that are <u>NOT</u> applicable to this Project.

D. Project Phases and Work Plan:

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

The estimated total duration of the Contract for Designer Services from Feasibility Study through the approval of Schematic Design, inclusive of review and approval time, is estimated to be 40 ***weeks*** as follows:

(The District should provide the estimated schedule for the preliminary program and the schematic design phase based on the project specifics.)

Preliminary Program through Final Design Program	***26***	weeks
Schematic Design Phase	***14***	weeks
Design Development through 100% CD	***TBD***	
Bidding	***TBD***	
Construction Administration Phase	***TBD***	weeks
Estimated Total Duration (Exclusive of Completion Phase)	***TBD***	**weeks**

The durations for the Bidding and Construction Administration Phases are estimates only. Actual durations may vary depending upon the agreed upon solution, the extent of required document revisions, the time required for regulatory approvals, and the construction contractor's performance.

Such variances in estimated time will not, in and of themselves, constitute a justification for an increased Fee for Basic Services, nor are they a substitute for the performance time requirements shown below.

The Designer performance times listed in the table below are requirements, not estimates. The Owner, through the Owner's Project Manager will review each submission and, if acceptable, provide notice to the Designer to proceed to the next phase.

The Designer's adherence to the performance times listed below will be part of the Owner's performance evaluation of the Designer's work, which will be conducted at the end of the Project.

	Within/Weeks	
• **Attend a "Kick-Off" meeting**	***2***	Execution of a contract with the Owner
• **Preliminary Program**	***4***	Execution of a contract with the Owner
• **Development of Alternatives**	***6***	Execution of a contract with the Owner
• **Preliminary Evaluation of Alternatives**	***4***	Approval of Alternatives
• **Final Evaluation of Alternatives**	***4***	Approval of Preliminary Evaluation
• **Recommendation of Preferred Solution**	***2***	Approval of Final Evaluation
• **Final Design Program**	***2***	Approval of Preferred Solution
• **Schematic Design**	***12***	Approval of the Final Design Program
• **Design Development**	***TBD***	Approval of the Schematic Design
• **60% Construction Documents**	***TBD***	Approval of Design Development
• **100% Construction Documents**	***TBD***	Approval of Design Development

E. Minimum qualifications:

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

1. Be a qualified Designer within the meaning of M.G.L. Chapter 7, Section 38A½, employing a Massachusetts registered ***[architect][engineer]*** responsible for and being in control of the services to be provided pursuant to the Contract.
2. The Project Architect/Engineer for the Designer has successfully completed the Massachusetts Certified Public Purchasing Official Program seminar "Certification for School Project Designers and Owner's Project Managers" as administered by the Office of the Inspector General of the Commonwealth of Massachusetts.
3. Pursuant to M.G.L. Chapter 7, Section 40N, the Designer must agree to contract with minority and women-owned businesses as certified by the State Office of Minority and Women Business Assistance (SOMWBA). The amount of participation that shall be reserved for such enterprises shall not be less than eight percent (8%) of the design contract price for minority business enterprises and four percent (4%) of the design contract for women-owned business enterprises. The minority and women-owned business enterprises must be selected from those categories of work identified in Item F of this RFS.

F. Selection Criteria:

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

1. ***Architecture***
2. ***Environmental Permitting***
3. ***Hazardous Materials***
4. ***Civil Engineering***
5. ***Structural Engineering***
6. ***Landscape Architecture***
7. ***Fire Protection Engineering***
8. ***Plumbing Engineering***
9. ***HVAC Engineering***
10. ***Electrical Engineering***
11. ***Data/Communications Consultant***
12. ***Food Service Consultant***
13. ***Laboratory Consultant***
14. ***Acoustical Consultant***
15. ***Specifications Consultant***
16. ***Library/Media Consultant***
17. ***Theatrical Consultant***

The Owner should list only those categories of work that are important to the project, and the Applicant's response should include team members for only the categories listed. Be careful what you ask for.

Failure of an Applicant to list a team member may result in elimination of the Applicant for consideration by the DSP – even if that Applicant appears otherwise qualified.

18. ***Sustainable/Green Design/Renewable Energy Consultant***
19. ***Cost Estimating***
20. ***Accessibility Consultant***
21. ***Traffic Consultant***
22. ***Furniture, Fixtures and Equipment Consultant***
23. ***Code Consultant***
24. ***Security Consultant***

**** N.B. –**

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

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

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

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

The minority and women-owned business enterprises must be selected from the categories of work listed above. Consultants other than those for the categories of work listed above may not be used for purposes of meeting M/WBE requirements.

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

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

(Provide additional preferred qualifications as desired.)

G. Proposal requirements

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

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

2. Applications shall be on "Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction 2005" as developed by the Designer Selection Board of the Commonwealth of Massachusetts (http://www.mass.gov/cam/DSB/DSB_App_2005_CT.doc). Applications (one original and twenty (20) copies) must be received on or before _____AM/PM, _____, 2008. Applications should be printed double-sided and bound in such a manner that the pages lie and remain flat when opened. Applications should not be provided with acetate covers.

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

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

5. Proposals shall be addressed to:

   Name
   Address
   Phone Number
   Email
   Fax #

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

   [Name of Project]
   "Name of Applicant"

7. All questions regarding this RFS should be addressed exclusively in writing to:

   Name
   Address
   Phone Number
   Email
   Fax #

H. Pre-Proposal Meeting

All interested parties should attend a briefing session at _____ _____ scheduled for _____, 2008 at 10:00 AM.

I. Withdrawal

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

J. Public Record

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

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

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

L. Rejection of Responses, Modification of RFS

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

M. Additional Information

Include any additional information that is required or that may assist Respondents in responding to the RFS.

ATTACHMENTS:

Attachment A: Statement of Interest
Attachment B: Contract for Designer Services
Attachment C: Designer Application Form - DSB_App_2005
Attachment D: Certifications ***(To be developed by the Owner)***
Attachment E: MSBA's Designer Selection Panel's Procedures

End of Request for Designer Services

ATTACHMENT C

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

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

Owner _____

Project No: _____

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

Dollar Value of MBE Commitment: $ _____

Dollar Value of WBE Commitment: $ _____

Total Dollar Value Commitment: $ _____

Original Fee for Basic Services Amount $ _____

DESIGNER CERTIFICATION

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

Date _____

_____
Name of Architect/Engineer

_____
Authorized Signature

_____
Address

_____
City, State & Zip Code

ATTACHMENT D

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

Date

CEO
Owner
123 Reservoir Street
Enfield, MA 01234

RE: Enfield High School

Dear:

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

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

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

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

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

Sincerely,

ATTACHMENT E

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

CEO
Owner
123 Reservoir Street
Enfield, MA 01234

RE:

Dear

Please be advised that we have reviewed the Statement of Internal Accounting Controls prepared by the

_____ in connection with the
Name of Designer

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

Sincerely,

(CPA)

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. _____

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

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

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

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

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

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

This Amendment is a result of: _____

_____

_____

3. The Construction Budget shall be as follows:

   Original Budget: $_____

   Amended Budget $_____

4. The Project Schedule shall be as follows:

   Original Schedule: $_____

   Amended Schedule $_____

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

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

OWNER

_____
(print name)

_____
(print title)

By _____
(signature)

Date_____

DESIGNER

_____
(print name)

_____
(print title)

By _____
(signature)

Date _____

Commonwealth of Massachusetts

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

1. Project Name/Location For Which Firm Is Filing:

2. Project #

This space for use by Awarding Authority only.

3a. **Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work:**

3. Name Of Proposed Project Manager:
For Study: (if applicable)
For Design: (if applicable)

3b. Date Present and Predecessor Firms Were Established:

3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:

3c. Federal ID #:

3g. Name and Address Of Parent Company, If Any:

3d. Name and Title Of Principal-In-Charge Of The Project (MA Registration Required):

Email Address:

Telephone No: Fax No.:

3. Check Below If Your Firm Is Either:

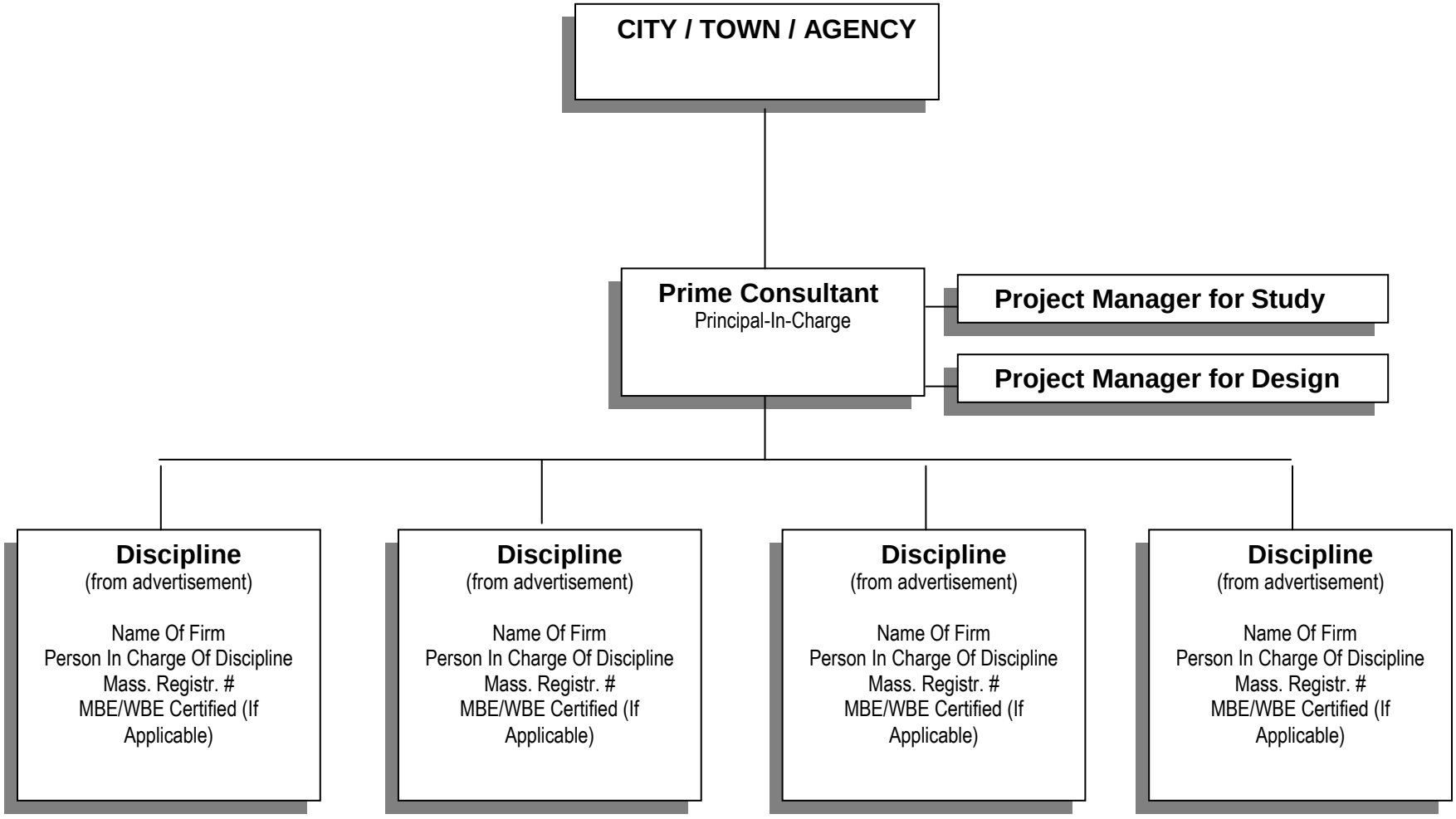
(1) SDO Certified Minority Business Enterprise (MBE) ❑
(2) SDO Certified Woman Business Enterprise (WBE) ❑
(3) SDO Certified Minority Woman Business Enterprise (M/WBE) ❑
(4) SDO Certified Service Disabled Veteran Owned Business Enterprise (SDVOBE) ❑
(5) SDO Certified Veteran Owned Business Enterprise (VBE) ❑

4. **Personnel From Prime Firm Included In Question #3a Above** By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline And, Within Brackets, The Total Number Holding Massachusetts Registrations):

Admin. Personnel	____	(____)	Ecologists	____	(____)	Licensed Site Profs.	____	(____)	Other	____	(____)
Architects	____	(____)	Electrical Engrs.	____	(____)	Mechanical Engrs.	____	(____)		____	(____)
Acoustical Engrs.	____	(____)	Environmental	____	(____)	Planners: Urban./Reg.	____	(____)		____	(____)
Civil Engrs.	____	(____)	Fire Protection	____	(____)	Specification Writers	____	(____)		____	(____)
Code Specialists	____	(____)	Geotech. Engrs.	____	(____)	Structural Engrs.	____	(____)		____	(____)
Construction Inspectors	____	(____)	Industrial	____	(____)	Surveyors	____	(____)		____	(____)
Cost Estimators	____	(____)	Interior Designers	____	(____)		____	(____)		____	(____)
Drafters	____	(____)	Landscape	____	(____)		____	(____)	Total	____	(____)

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

6. List **ONLY** Those Prime And Sub-Consultant Personnel Specifically Requested In The Advertisement. This Information Should Be Presented Below In The Form Of An Organizational Chart. Include Name Of Firm And Name Of The One Person In Charge Of The Discipline, With Mass. Registration Number, As Well As MBE/WBE Status, If Applicable:



7.	Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.	
a.	Name and Title Within Firm:	a. Name and Title Within Firm:
b.	Project Assignment:	b. Project Assignment:
c.	Name and Address Of Office In Which Individual Identified In 7a Resides: MBE ❑ WBE ❑ SDVOBE ❑ VBE ❑	c. Name and Address Of Office In Which Individual Identified In 7a Resides: MBE ❑ WBE ❑ SDVOBE ❑ VBE ❑
d.	Years Experience: With This Firm: _____ With Other Firms: _____	d. Years Experience: With This Firm: _____ With Other Firms: _____
e.	Education: Degree(s) /Year/Specialization	e. Education: Degree(s) /Year/Specialization
f.	Active Registration: Year First Registered/Discipline/Mass Registration Number	f. Active Registration: Year First Registered/Discipline/Mass Registration Number
g.	Current Work Assignments and Availability For This Project:	g. Current Work Assignments and Availability For This Project:
h.	Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

8a.	Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include **ONLY** Work Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (List Up To But Not More Than 5 Projects).					
a.	Project Name And Location Principal-In-Charge	b. Brief Description Of Project And Services (Include Reference To Relevant Experience)	C. Client's Name, Address And Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
					Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible
(1)						
(2)						
(3)						
(4)						
(5)						

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.					
Sub-Consultant Name:					
a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.

# of Total Projects:	**# of Active Projects:**	**Total Construction Cost (In Thousands) of Active Projects (excluding studies):**

Role P, C, JV *	Phases St., Sch., D.D., C.D.,A.C.*	Project Name, Location and Principal-In-Charge	Awarding Authority (Include Contact Name and Phone Number)	Construction Costs (In Thousands) (Actual, Or Estimated If Not	Completion Date (Actual or Estimated) (R)Renovation or (N)New
		1.			
		2.			
		3.			
		4.			
		5.			
		6.			
		7.			
		8.			
		9.			
		10.			
		11.			
		12.			

* P = Principal; C = Consultant; JV = Joint Venture; St. = Study; Sch. = Schematic; D.D. = Design Development; C.D. = Construction Documents; A.C. = Administration of Contract

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

Be Specific – No Boiler Plate

11. Professional Liability Insurance:

Name of Company	Aggregate Amount	Policy Number	Expiration Date

12. Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of $50,000 per incident? Answer **YES** or **NO**. If YES, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).

13. Name Of Sole Proprietor Or Names Of All Firm Partners and Officers:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

14. If Corporation, Provide Names Of All Members Of The Board Of Directors:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

15. Names Of All Owners (Stocks Or Other Ownership):

Name And Title	% Ownership	MA. Reg.#	Status/Discipline	Name And Title	% Ownership	MA. Reg.#	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

16. I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7C, Section 44 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.

Submitted by (Signature) _____ Printed Name and Title _____ Date _____

Massachusetts School Building Authority
Designer Selection Procedures

Section 1: Introduction

The following designer selection process has been adopted by the Massachusetts School Building Authority (MSBA) pursuant to Massachusetts General Laws, Chapter 7C, Sections 44 through 58 to serve as the basis for the exemption under Section 46 from the jurisdiction of the Commonwealth's Designer Selection Board for the procurement of designers, and programmers by cities, towns, regional school districts, and independent agricultural and technical schools seeking funding from the MSBA for public school construction projects where the estimated construction cost is equal to or greater than $5,000,000.00 (or other such amount as may be determined from time to time by the Executive Director of the MSBA), except for the MSBA's model schools program. Designer selection for public school construction projects where the estimated construction cost is less than $5,000,000.00 (or other such amount as may be determined from time to time by the Executive Director of the MSBA) shall be conducted pursuant to Massachusetts General Laws, Chapter 7C, Section 54, by the respective city, town, regional school district or independent agricultural and technical school and in accordance with the MSBA's Designer Selection Guidelines.

Section 2: Designer Selection Panel

A. The MSBA Designer Selection Panel (DSP) shall be composed of the following individuals who shall be appointed to the DSP by the MSBA's Executive Director ("Executive Director") in accordance with following procedures:

1. The Executive Director, ex officio, or his/her designee;
2. Three (3) MSBA staff members associated with project management, design and/or construction oversight selected by the Executive Director;
3. One (1) public member selected by the Executive Director;
4. One (1) member who is a Massachusetts registered architect or architect emeritus as recommended by the Boston Society of Architects;
5. Two (2) members who are Massachusetts registered architects or architect emeritus selected by the Executive Director;
6. One (1) member who is a Massachusetts registered engineer as recommended by the American Council of Engineering Companies of Massachusetts;
7. Two (2) members who are Massachusetts registered professional engineers selected by the Executive Director;
8. One (1) member who is a representative of the construction industry as recommended by Associated General Contractors of Massachusetts;

9. One (1) member who is a representative of the construction industry as recommended by the Massachusetts Building Trades Council;

10. Three (3) members who are proposed by the respective city, town, regional school district, independent agricultural and technical school or other public agency that is the Eligible Applicant, as defined in M.G.L. Chapter 70B, Section 2 for the specific project under consideration, one (1) of whom shall be designated by the school committee, district school committee, or board of trustees of the Eligible Applicant, as the case may be; one (1) of whom shall be the superintendent of schools of the Eligible Applicant, ex officio, or his/her designee; and one (1) of whom shall be the chief executive officer of the city or town that is the Eligible Applicant, ex officio, or his/her/its designee or, in all other cases, a member of the School Building Committee designated by the School Building Committee. The appointment of members pursuant to this Section 2(A)(10) shall be subject to the execution of a certification by each such member that the member has read and understands these procedures and the Designer Selection Guidelines.

B. Members proposed or recommended by the societies or associations pursuant to subsections 2(A)(4), 2(A)(6), 2(A)(8), and 2(A)(9) above and the members proposed by the Eligible Applicant pursuant to subsection 2(A)(10) above shall be subject to appointment by the Executive Director who reserves the right, within his/her discretion, not to appoint or to disapprove the appointment of said proposed or recommended members. In considering the appointment of members proposed by the Eligible Applicant pursuant to subsection 2(A)(10), the Executive Director may consider, among other things, the extent to which the three (3) proposed members, as a whole, represent the interests of the Eligible Applicant.

C. The Executive Director shall appoint a chairperson from one of the members appointed to the DSP pursuant to subsections 2(A)(3) through 2(A)(9) above, who is a registered architect, architect emeritus or registered professional engineer and who shall also serve as chairperson of any subcommittee of the DSP.

D. All meetings of the DSP shall be open to the public unless the DSP votes to go into executive session by a roll call vote and announces the purpose of the executive session and whether the DSP will convene in open session at the conclusion of the executive session. Any action taken by the DSP in executive session shall be by a roll call vote.

E. The presence of nine (9) members, no less than four (4) of whom shall be registered architects, architects emeritus or registered professional engineers, shall constitute a quorum. The DSP shall not conduct any business without the presence of a quorum. The affirmative vote of a simple majority of the members present and voting shall be necessary and sufficient for any action taken by the DSP. No vacancy in the membership of the DSP shall impair the right of a quorum to exercise all the rights and duties of the DSP. In the absence of a quorum, the Chairperson may recess a meeting to some other time or until a quorum is obtained.

F. Subject to the discretion of the Executive Director, each member appointed pursuant to subsections 2(A)(2) through 2(A)(9) shall serve for a two-year term provided that every member that is appointed by the Executive Director shall continue to serve until a successor has been appointed to the DSP by the Executive Director. Members representing the Eligible Applicant who are appointed pursuant to subsection 2(A)(10) shall serve only while the DSP

conducts business directly related to the selection of a designer for the project being proposed by that particular Eligible Applicant.

G. The MSBA shall give written notice of the names of the appointed members of the DSP to the Commonwealth's Designer Selection Board.

H. No member of the DSP shall participate in the selection of a designer as a finalist for any project if the member's participation would constitute a conflict of interest or an appearance of conflict in violation of M.G.L. Chapter 268A.

Section 3: Public Notice

A. Each contract for designer services for a project subject to these procedures shall be publicly advertised in a newspaper of general circulation in the area in which the project is located or is to be located and in the Massachusetts Central Register at least two weeks before the deadline for filing applications. The public notice shall contain:

1. A description of the project, including the specific designer services sought, the time period within which the project is to be completed, and, if available, the estimated construction cost;

2. If there is a program for the project, a statement of when and where the program will be available for inspection by applicants, and when and where a briefing session will be held for applicants and if there is not a program for the project, a statement to the effect;

3. The qualifications required of applicants for the projects;

4. The categories of designers' consultants, if any, for which applicants must list the names of consultants which the applicant may choose to use;

5. Whether the fee has been set or will be negotiated, and if the fee has been set, the amount of the fee;

6. The deadline for submission of applications;

7. The person and address from which application forms may be obtained and, when completed, to whom they may be delivered;

8. Any other pertinent information that may be required by law or deemed appropriate by the MSBA.

B. The individual designated by the Eligible Applicant to be in charge of procurement for a project who holds the Massachusetts Certified Public Purchasing Official Program certification shall certify that the public notice and all other documents issued pursuant to the selection of a designer, including, but not limited to, program descriptions and request for services, have been prepared and issued in conformance with these procedures and Massachusetts General Laws, Chapter 7C, Sections 44 through 58.

Section 4: Master File Brochure and Application

A. Prior to filing an application for any project, designers shall first file a Master File Brochure with the DSP containing the following information:

1. Certification that the applicant, if applying to perform design services other than preparation of studies, surveys, soil testing, cost estimates or programs, is a designer as defined in M.G.L. Chapter 7C, Section 44 paragraph (b);

2. The names and addresses of all partners, if a partnership, of all officers, directors and all persons with an ownership interest of more than five per cent in the applicant if not a partnership;

3. The registration number and status of each such person in every jurisdiction in which such person has ever been registered as an architect, landscape architect or engineer;

4. A list of all projects for all public agencies within the Commonwealth for which the applicant has performed or has entered into a contract to perform design services within the five year period immediately preceding the filing of the information required in this section;

5. A list of all current projects for which the applicant is performing or is under contract to perform any design services; and

6. If the applicant is a joint venture, the information required in this section shall be required for each joint venturer, as well as for the joint venture itself.

B. The DSP shall keep a permanent record of the Master File Brochures. Each designer shall update its Master File Brochure on an annual basis and shall make current the lists of projects required under Section 4(A)(4)-(6) with each application filed.

C. An applicant to perform design, programming or feasibility study services on a project must file, in addition to the Master File Brochure, a written application prescribed by the DSP relating to the applicant's experience, ability, and qualifications.

Every application or Master File Brochure filed shall be sworn to under penalties of perjury. Any applicant who has been determined by the DSP to have filed materially false information shall be disqualified by the DSP from further consideration for any project for such time as the DSP determines is appropriate.

Section 5: Selection Criteria

A. Minimum qualifications shall include:

1. Must be a qualified Designer within the meaning of M.G.L. Chapter 7C, Section 44 employing a Massachusetts registered architect or engineer responsible for and being in control of the services to be provided.

2. The Massachusetts registered architect or engineer responsible for and being in control of the services to be provided for the Designer must have successfully completed the Massachusetts Certified Public Purchasing Official Program seminar "Certification for

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

3. Pursuant to M.G.L. Chapter 7C, Section 6, the Designer must agree to contract with minority and women-owned businesses as certified by the Supplier Diversity Office (SDO). The amount of participation that shall be reserved for such enterprises shall not be less than seventeen and nine tenths percent (17.9%) of the contract price for combined minority business enterprises (MBE) and women-owned business enterprises (WBE). Applicants must include a reasonable representation of both MBE and WBE firms that meets or exceeds the combined goal.

B. Other criteria for selection of finalists shall include:

1. Prior similar experience best illustrating current qualifications for the specific project.

2. Past performance of the firm, if any, with regard to public, private, DOE-funded, and MSBA-funded projects across the Commonwealth, with respect to:

   a) Quality of project design.

   b) Quality, clarity, completeness and accuracy of plans and contract documents.

   c) Ability to meet established program requirements within allotted budget.

   d) Ability to meet schedules including submission of design and contract documents, processing of shop drawings, contractor requisitions and change orders.

   e) Coordination and management of consultants.

   f) Working relationship with contractors, subcontractors, local awarding authority and MSBA staff and local officials.

3. Current workload and ability to undertake the contract based on the number and scope of projects for which the firm is currently under contract.

4. The identity and qualifications of the consultants who will work on the project.

5. The financial stability of the firm.

6. The qualifications of the personnel to be assigned to the project.

7. Geographical proximity of the firm to the project site or willingness of the firm to make site visits and attend local meetings as required by the client.

8. Any other criteria that may be required by law or that the DSP considers relevant to the project.

Section 6: Selection Process

A. Cities, towns, regional school districts, and independent agricultural and technical schools subject to these procedures shall not rank or pre-rank applicants. Rankings shall occur only by vote of the DSP in accordance with these procedures and shall occur only after interviews, if allowed by vote of the DSP, have been concluded by the DSP.

B. In the event that, upon reaching the deadline for submission of applications, three or fewer designer applications are received for a project, the Eligible Applicant may choose to modify the project description, estimated construction cost, program, desired designer qualifications, fee information, or other project information as necessary to attract interested designer applicants and begin the selection process again, starting with re-advertisement pursuant to Section 3: Public Notice. Should the Eligible Applicant choose to proceed with three or fewer designer applications and not re-advertise, the following procedure shall be followed:

    1. The Eligible Applicant designee shall submit a statement that explains why the Eligible Applicant may have received three or less applications for the proposed project, The explanation should include but not necessarily be limited to:

        a. A description of the public advertisement including the names of the publications in which the advertisement was placed and the date(s) in which the advertisement was published.

        b. A description of the pre-proposal conference, if any, including the date, time, and location of the conference and names of attendees and the firms they represent.

    2. The Eligible Applicant designee and/or the OPM shall contact those design firms that attended the pre-proposal conference/walkthrough but did not submit an application and summarize why an application was not submitted for the proposed project.

    3. Legal counsel for the Eligible Applicant (i.e. town counsel or city solicitor) and the individual designated by the Eligible Applicant to be in charge of procurement for a project who holds the Massachusetts Certified Public Purchasing Official Program certification shall certify as to the adequacy and completeness of the procurement activity undertaken by the Eligible Applicant.

    4. At the discretion of the chairperson and with the concurrence of the three DSP members representing the Eligible Applicant, the DSP may forego the initial application review and invite all the designer applicants to appear for an interview before the DSP.

C. The DSP may require any number of applicants to:

    1. Appear for an interview before the DSP;

    2. Present a written proposal to the DSP through the Eligible Applicant; or

    3. Participate in a design competition held by the DSP through the Eligible Applicant.

D. The DSP shall use the following procedures to rank three (3) finalists in order of qualifications from among the applicants for a particular project:

1. Prior to a DSP meeting at which the selection of finalists will be made or discussed, each member of the DSP shall be given a copy of each designer's application for his or her review.

2. At the DSP meeting, the DSP shall consider each application alphabetically or by some other method that may be determined by the chairperson from time to time.

3. When recognized by the chairperson, members of the DSP may comment or ask questions related to the selection process or the applications before the DSP.

4. Any potentially disqualifying deficiencies in an application should be noted in the record of the meeting.

5. After each member of the DSP has been given an opportunity to comment or ask questions, at the direction of the chairperson, each member of the DSP who is present shall utilize a ballot form provided by the MSBA to assign points to his or her top three (3) choices in order of qualifications so that each number one choice shall receive three (3) points, each number two choice shall receive two (2) points, and each number three choice shall receive one (1) point. The completed ballot forms shall be signed by each member and submitted to the DSP Administrator who shall tally the total points awarded to each applicant. The chairperson shall then read aloud the total points awarded to each of the applicants.

6. Once the point totals have been read aloud by the chairperson, the DSP may request interviews of the applicants with the highest point totals by the following procedure: Upon motion of one of the members, duly seconded by one of the other members, the DSP may vote to interview the applicants with the highest point totals.

7. If the DSP does not vote to conduct interviews, the DSP shall then vote to rank three (3) finalists in order of qualifications. If the DSP votes to conduct interviews, the DSP shall defer the ranking of the three (3) finalists until after the interviews have been concluded.

8. If the DSP votes to conduct interviews, the chairperson shall schedule the time and place of the interviews and written notice shall be given to the firms to be interviewed Interviews shall be conducted in open session except that the chairperson may order competing firms, their agents and employees, to leave the meeting room during the interviews of their competitors. The MSBA may, within its discretion, develop standard questions to be answered or topics to be discussed by the applicants in the interview. Once the interviews have been concluded, at the direction of the chairperson, the DSP shall award points to the each of the firms in accordance with the procedures set forth in subsection 6(C)(5). Once the point totals have been read aloud by the chairperson, the DSP shall then vote to rank three (3) finalists in order of qualifications

9. In the event of a tie for the first, second or third highest point totals awarded to applicants by the DSP under Section 6(C)(5) or 6(C)(8), the chairperson shall determine, in his or her complete discretion, the procedure by which the tie shall be broken. The chairperson shall then read aloud the total points awarded to each of the applicants. Once the point totals have been read aloud by the chairperson, the DSP shall then vote to rank three (3) finalists in order of qualifications.

Once the DSP has voted to rank the top three (3) firms in order of qualifications, the MSBA shall transmit a list of the three (3) finalists ranked in order of qualifications to the Eligible Applicant along with a record of the final vote of the DSP on the selection and a written statement explaining the DSP's reasons for its ranking of the finalists.

Section 7: Award of Contract

A. The authority to award a contract for designer services for a project that will receive funding from the MSBA is vested with the Eligible Applicant and subject to the approval of the MSBA.

B. In the selection of a designer when the fee for designer services has been set prior to advertisement, the Eligible Applicant shall appoint a designer from the ranked list transmitted by the MSBA to the Eligible Applicant in the order of qualifications as determined by the DSP. If the Eligible Applicant proposes to select any designer other than the one ranked first by the DSP, it shall file a written justification for the proposed appointment with the DSP and shall not proceed until it has obtained written approval to proceed from the Executive Director.

C. When the fee for designer services is to be negotiated, the Eligible Applicant shall review the list transmitted by the MSBA in the order of qualifications as determined by the DSP and may exclude any designer from the list if a written statement of reasons for the exclusion is filed with the DSP. The Eligible Applicant shall then appoint a designer based upon a successful fee negotiation. The Eligible Applicant shall first negotiate with the first ranked designer remaining on the list. Should the Eligible Applicant be unable to negotiate a satisfactory fee with the first ranked designer within thirty (30) days, negotiations shall be terminated and negotiations undertaken with the remaining designers, one at a time, in the order in which they were ranked by the DSP, until an arrangement is reached. Should the Eligible Applicant be unable to negotiate a successful fee with any designer initially selected by the DSP, the DSP shall recommend additional finalists in accordance with a procedure to be determined by the chairperson of the DSP that is not inconsistent with the procedures set forth in Section 6(B) above. The Eligible Applicant may require a finalist with whom a fee is being negotiated to submit a fee proposal and to provide current cost and pricing data on the basis of which the designer's fee proposal may be evaluated.

Section 8: Continued or Extended Services

A. The Eligible Applicant may appoint a designer to perform continued or extended services that were not contemplated in the original public notice if the following conditions are met:

1. A written statement is filed with the DSP explaining the reasons for the continuation or extension of services;

2. The program for the design services is filed with the DSP;

3. MSBA staff has made a written determination that the request for continued or extended services is otherwise in compliance with the MSBA's regulations, policies, procedures, and guidelines and the provisions of the feasibility study agreement, project scope and budget agreement, and/or project funding agreement, as applicable;

4. The DSP approves the appointment of the designer for continued or extended services and states the reason therefore.

Section 9: Emergency Designer Selection Process

A. If a situation arises in accordance with Chapter 7C, Section 53, which has been declared an "emergency" by the Executive Director, an Eligible Applicant may request an emergency selection of a designer.

B. In consultation with the technical staff of the MSBA, the Eligible Applicant shall prepare a proposed scope of work, an estimate of the cost of construction and a lump sum fee for the designer's services, and submit this, and any other relevant information to the Executive Director.

C. In lieu of public advertisement, the Executive Director or his/her designee will consult with the Eligible Applicant to select three to six qualified firms who have Master File Brochures on file, to solicit to perform this work.

D. The MSBA staff will poll an ad-hoc committee of three members of the DSP to select at least three qualified finalists and forward the names of the finalists to the Eligible Applicant with a written statement explaining the committee's reasons for its choice(s).

E. The Eligible Applicant will select one of the three finalists to perform the work and forward the name of the selected firm to the DSP with a written statement explaining the reasons for its choice.

F. The DSP will immediately notify the Designer Selection Board of the actions taken under the expedited procedures process, in addition to the mandated annual report.

Section 10: Annual Report

A. The DSP shall submit an annual report to the Commonwealth's Designer Selection Board which must contain:

1. A list of all finalists selected by the DSP and awards made by the Eligible Applicants;

2. A summary of the activities and other actions of the DSP, the Eligible Applicants and the MSBA staff relating to activities undertaken pursuant to these procedures; and

3. Any other items which the MSBA deems appropriate.

Section 11: Statutory Representations by the MSBA

A. The projects of the MSBA and the Eligible Applicants are not subject to the jurisdiction of the Division of Capital Asset Management and Maintenance.

B. The DSP procedures substantially incorporate the procedures required of the Commonwealth's Designer Selection Board in M.G.L. Chapter 7C, Section 45 through 53, inclusive, and Section 55.

Section 12: Effective Dates

A. The above designer selection procedures will be effective for all MSBA-funded projects through January 31, 2019.

Respectfully submitted under the penalties of perjury this 9th day of Nov, 2016

John K. McCarthy, Executive Director
Massachusetts School Building Authority

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)

_____
(Name of individual submitting bid or proposal)

_____
Name of Business

_____
Date

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I have complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

_____
Social Security Number or
Federal Identification Number

_____
Signature of Individual or Responsible
Corporate Officer and Title

NON-COLLUSION FORMS
MUST BE SIGNED AND
SUBMITTED WITH BID