

REQUEST FOR DESIGNER SERVICES (RFS)

Dennis-Yarmouth Regional School District

Mattacheese Middle School Project

March 22, 2017

Invitation: The Dennis-Yarmouth Regional School District (“Owner”) is seeking the services of a qualified “Designer” within the meaning of M.G.L. Chapter 7C, Section 44 to provide professional design and construction administration services for the **Mattacheese Middle School** in West Yarmouth, Massachusetts. Selection of a Designer will be made by the Designer Selection Panel of the Massachusetts School Building Authority (“MSBA”) in accordance with the MSBA’s Designer Selection Procedures.

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

The estimated construction budget for a potential Project may range from **\$31,000,000 to \$64,000,000** depending upon the solution that is agreed upon by the Owner and the MSBA and that is ultimately approved by a vote of the MSBA’s Board of Directors. The Fee for Basic Services will be negotiated.

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. Proposed MBE/WBE participation plans that include solely MBE or solely WBE participation, or do not include a reasonable amount of participation by both MBE and WBE firms to meet the combined goal, will not be considered responsive. Applications from MBE and WBE firms as prime designers are encouraged. Where the prime Designer is an SDO certified MBE or WBE, the Designer must bring a reasonable amount of participation by a firm or firms that hold the certification which is not held by the prime Designer on the project.

The minority and women-owned business enterprises must be selected from those categories of work identified in Item F of this RFS or be assigned to tasks required under Basic Services as specifically set forth in the Contract for Designer Services as amended. Applicants are strongly encouraged to utilize multiple disciplines and firms to meet their MBE/WBE goals. Consultants to the prime Designer can team within their disciplines in order to meet the MBE/WBE goals but must state this relationship on the organizational chart (Section 6 of the application form).

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

A. Background:

Constructed in 1969, Mattacheese Middle School is located in West Yarmouth on Cape Cod in the southeastern part of Massachusetts and is located on approximately seventy acres that it shares with the neighboring Marguerite E. Small Elementary School. The Mattacheese Middle School is a two-story structure, which contains approximately 156,000 square feet in two classroom wings, a third wing with an upper-level cafeteria, a central two-story core with offices and library, and a fourth wing that houses the gymnasium and cafeteria.

The floor and roof structure is an exposed concrete “waffle” slab. The exterior walls are concrete and dark-toned brick. The flat roofs over the gymnasium and auditorium have been replaced, but the three classroom wing roofs need major repair. The windows are single-pane, non-thermal, floor-to-ceiling windows in the corridor and are thermal pane, floor-to-ceiling windows in all classrooms. The floors are predominantly tiled, painted and unpainted block walls, and the ceilings are exposed concrete.

Aside from the partial reroofing and flooring replacement projects, there have not been any major expenditures at the building. There are two parking lots on the south and southwest side of the site. There is a large paved parking lot at the west side of the site that serves patrons using the gymnasium and auditorium. There is a limited amount of concrete walkways at the west side of the building and there is a concrete amphitheater located on the southwest side of the site. The north side of the site has a large baseball diamond and an unkempt quarter-mile cinder running track.

The school originally served students in grades 6 to 8 from the Town of Yarmouth, and a further regionalization initiative in 2013 changed the configuration to house students in grades 6 and 7 from both member towns of Yarmouth and Dennis. Enrollment as of October 1, 2016 was 423 students. The District and MSBA have agreed to a study enrollment certification of 455 students for grades 6 and 7, and an enrollment of 940 students for grades 4 to 7.

The Mattacheese Middle School presently serves the District’s entire grade 6 – 7 enrollment. The MSBA acknowledges that the District would like their feasibility study to also examine the Nathaniel H. Wixon Innovation School with the Mattacheese Middle School, which presently serves the District’s entire grade 4 – 5 enrollment.

The total grade 4 – 7 enrollment in the Dennis Yarmouth School District as reported by the District for the 2015 – 2016 school year was 932 students, with a current projection of 937 for the 2016 – 2017 school year. With respect to future enrollments, the MSBA’s base enrollment forecast indicates the District’s grade 4 – 7 enrollment will experience a slight rising trend over the next four years then decrease through 2025 – 2026. As a result of the MSBA’s analysis of the base enrollment forecast, the historical trends of the District, adjustments made in the MSBA’s forecasts based on out-of-district enrollments, the MSBA recommended study enrollments for the proposed Mattacheese Middle School Project as:

- Grades 6 – 7: 455 students
- Grades 4 – 7: 940 students

If a grade 4 – 7 is determined as the preferred solution for the District, the District will be required to demonstrate that any consolidation or reconfiguration proposed as the District’s preferred solution has been approved by the School Committee and necessary District officials. The Schematic Design

Report would also be required to describe the disposition of any educational space vacated as a result of reconfigurations or closures. The MSBA would also require a written plan from the District describing the process for determining local support for potential grade reconfiguration and school closures.

The District is governed by an elected School Committee of seven (7) members; three (3) from Dennis and four (4) from Yarmouth. The School Building Committee currently has 18 members representing the school and district, member town government, and other community stakeholders.

B. Project Goals and General Scope:

On or about April 6, 2015, the Owner submitted a Statement of Interest (Attachment A) to the MSBA for the Mattacheese Middle School. The MSBA is an independent public authority that administers and funds a program for grants to eligible cities, towns, and regional school districts for school construction and renovation projects. The MSBA's grant program is discretionary, and no city, town, or regional school district has any entitlement to any funds from the MSBA. At the November 9, 2016 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 Mattacheese Middle School.

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

Project objectives under consideration by the Owner include:

- The District was formed under a regional agreement, which mandates that debt incurred shall be approved pursuant to M.G.L. c.71 s.16(n). This approval must be done by a majority of the voters in the member towns voting district-wide, on the same day in both towns.
- The building will remain occupied for the duration of the project. The building operates as a middle school from approximately 7:00 AM to 5:00 PM (including after-school sports and activities), as well as a community resource for classroom and field rentals until approximately 10:00 PM.
- The building and most of its systems are approaching 50 years of age and have been determined to be past their recommended useful life. The current learning spaces are inadequate, lacking proper natural light and HVAC systems.
- Exploring the appropriateness of CM-at-Risk vs. Design-Bid Build Delivery Methods. CM-at-Risk (Delivery Method) is being considered for this project.
- The District is considering options for either grades 6-7 or grades 4-7; in the same building, in a new building, or in adjacent/connected buildings on a shared campus; at the current location or an alternate location.
- Understanding and incorporating the District's educational program and goals into the Project design and construction.

- Delivering a school facility that will most cost-effectively address the needs of the school system, the students, and the community at large. This process will include evaluating all feasible options for enrollments, grade configurations, and locations of the Project.
- Creation of school facilities appropriate for shared use for non-school and community events.
- Identification of community concerns that may impact study options.
- Ensuring public participation and input in all applicable phases of the Project, including the Feasibility Study.
- Analysis of up to five (5) potential school sites.
- Establishing a design schedule that strictly adheres to the Project Schedule including milestones and/or constraints on the process.
- Designing to the project budget for construction cost.
- Obtaining all required approvals.
- Identifying life cycle costs of operating the School as it relates to future operational budgets.
- Compliance with Northeast Collaborative for High Performance Schools (NE-CHPS) criteria or U.S. Green Building Council's LEED for Schools Rating System (LEED-S), including cost benefit analysis for all credible options.
- Conducting facilities condition assessments of both the Mattacheese and the Wixon Schools – necessary because one of the enrollment options includes the students currently attending each of the two schools.

When reviewing design team applicants, the District will place particular emphasis on the following:

1. Qualifications and past performance of educational programming consultant (in-house staff or sub-consultant), with particular consideration given to experience with elementary school and middle school education.
2. Experience with the study of multiple enrollment options and grade configurations as part of the Feasibility Study phase of the design.
3. Experience with the design of middle schools.
4. Experience with the analysis of multiple building sites.
5. Experience with early construction packages and with phased construction.
6. Experience with the CM-at-Risk project delivery method on publically-funded projects in Massachusetts (MGL Chapter 149A).
7. Experience with the design of school or shared spaces that are also appropriate for non-school and community events.
8. Experience with projects similar to the Mattacheese Middle School.
9. Experience with regionalized school districts.
10. Demonstrated success with programming and advancing the owners' interests in a manner that places particular emphasis on the school districts' educational program and related interests expressed by the Districts' Superintendent of Schools, principals, department-heads, and key stakeholders.

C. Scope of Services:

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

related work reasonably inferred in the opinion of the Owner and the Authority as being necessary to meet the project's stated scope and goals.

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

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

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

A Capital Assessment Plan for Yarmouth Public Schools dated December 20, 2013 is included within this RFS as **Attachment F**.

The Statement of Interest for the Wixon Innovation School is included within this RFS as **Attachment G**.

D. Project Phases and Work Plan:

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

The 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 **75 weeks** as follows:

Preliminary Program through Final Design Program	39	weeks
Schematic Design Phase	36	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.

	<u>Within/Weeks</u>	
• Attend a "Kick-Off" meeting	<u>2</u>	Execution of a contract with the Owner
• Preliminary Program	<u>4</u>	Execution of a contract with the Owner
• Development of Alternatives	<u>7</u>	Execution of a contract with the Owner
• Preliminary Evaluation of Alternatives	<u>3</u>	Approval of Alternatives
• Final Evaluation of Alternatives	<u>11</u>	Approval of Preliminary Evaluation
• Recommendation of Preferred Solution	<u>4</u>	Approval of Final Evaluation
• Final Design Program	<u>2</u>	Approval of Preferred Solution
• Schematic Design	<u>36</u>	Approval of the Final Design Program
• Design Development	<u>TBD</u>	Approval of the Schematic Design
• 60% Construction Documents	<u>TBD</u>	Approval of Design Development
• 100% Construction Documents	<u>TBD</u>	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 7C, Section 44, employing a Massachusetts registered **architect** responsible for and being in control of the services to be provided pursuant to the Contract.
2. The Massachusetts registered **architect** responsible for and in control of the services to be provided has successfully completed the Massachusetts Certified Public Purchasing Official Program 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 design contract price for combined minority business enterprises and women-owned business enterprises. Applicants must include a reasonable representation of both MBE and WBE firms that meets or exceeds the combined goal.

F. Selection Criteria:

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

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

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

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

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

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

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

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

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

G. Proposal requirements

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

1. **Applicants must have an up-to-date Master File Brochure on file at the Massachusetts School Building Authority.**
2. Applications shall be on “[Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction \(Updated July 2016\)](#)” as developed by the Designer Selection Board of the Commonwealth of Massachusetts. **Applications (one original, twenty (20) hard copies, and two (2) digital copies in PDF format on separate USB drives must be received on or before 3:00 PM, Friday, April 7, 2017.** Applications should be printed double-side and bound in such a manner that the pages lie and remain flat when opened. The specific organization and orientation of the proposal is at the applicant’s discretion, but it is recommended that the proposal be laid out in such a manner that the reader doesn’t need to be constantly rotating the proposal. 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 must be attached to the cover letter as well as any SDO letters.)

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

5. Proposals shall be addressed to:

Larry Azer – Director of Finance & Operations
210 Station Ave, South Yarmouth, MA 02664
Office: (508) 398-7610
[*AzerL@dy-regional.k12.ma.us*](mailto:AzerL@dy-regional.k12.ma.us)

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

Mattacheese Middle School Project
“Name of Applicant”

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

Larry Azer – Director of Finance & Operations
210 Station Ave, South Yarmouth, MA 02664
Office: (508) 398-7610
[*AzerL@dy-regional.k12.ma.us*](mailto:AzerL@dy-regional.k12.ma.us)

The deadline for submission of questions is 5:00PM on Friday, March 31, 2017.

H. Pre-Proposal Meeting

All interested parties should attend a briefing session at the **Mattacheese Middle School (400 Higgins Crowell Rd, West Yarmouth, MA 02673)** scheduled for **Thursday, March 30, 2017 at 3:15PM.**

I. Withdrawal

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

J. Public Record

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

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

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

L. Rejection of Responses, Modification of RFS

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

ATTACHMENTS:

Attachment A: Statement of Interest, Mattacheese Middle School

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/property-mgmt-and-construction/design-and-construction-of-public-bldgs/designer-selection-process/designer-selection-proc-and-evals-for-municipalities/procedures-and-apps-for-municipalities.html>)

Attachment D: Certifications

- Certificate of Non-Collusion
- Certificate of Tax Compliance
- Conflict of Interest Certification
- Certificate of Corporate Responder
- Certificate of Compliance with MGL c.151b
- Certificate of Compliance with Applicable EEO/AA/SDO Provisions
- Certificate of Non-Debarment
- Certificate of Compliance with Criminal Background Screening

Attachment E: [MSBA's Designer Selection Panel's Procedures](#)

Attachment F: December 20, 2013 Capital Assessment Plan for Yarmouth and Dennis Public Schools

Attachment G: Statement of Interest, (Wixon Innovation School)

Attachment H: Reference Form

End of Request for Designer Services

ATTACHMENT A

April 2015 Statement of Interest

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 Dennis-Yarmouth

District Contact Larry Azer TEL: (508) 398-7610

Name of School Mattacheese Middle Sch

Submission Date 4/6/2015

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 *

Carol Woodbury

School Committee Chair

Brian Carey

Superintendent of Schools

Carol Woodbury

Superintendent of Schools

Carol A. Woodbury

(signature)

Date *4-6-15*

Brian Carey

(signature)

Date *4/6/15*

Carol A. Woodbury

(signature)

Date *4/6/15*

* 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 Dennis-Yarmouth

District Contact Larry Azer TEL: (508) 398-7610

Name of School Mattacheese Middle Sch

Submission Date 4/6/2015

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 Mattacheese Middle Sch

Is this part of a larger facilities plan? YES

If "YES", please provide the following:

Facilities Plan Date: 1/1/2014

Planning Firm: KBA Architects

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:

In 2014, KBA updated a facilities audit report originally done in 2008 for the district. The school on this SOI is the district priority. In both the initial 2008 report and in the 2014 update, major facility deficiencies were cited, including the roof, windows, exterior doors, masonry, boilers and the heating system throughout the building. The condition of these components has made it fiscally challenging and not prudent to continue to Band-Aid problems as opposed to replacing them.

Please provide the current student to teacher ratios at the school facility that is the subject of this SOI: 22 students per teacher

Please provide the originally planned student to teacher ratios at the school facility that is the subject of this SOI: 22 students per teacher

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

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

The district worked with the Mass. Association of Regional Schools (MARS) to update its Strategic Plan to address the educational goals, and align them with the facility goals outlined in the most recent KBA facilities audit report.

Is there overcrowding at the school facility? NO

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

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

If "YES", how many teaching positions were affected? 10

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

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

Reading, Special Education, Foreign Language, English, Guidance

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

If "YES", how many staff positions were affected? 40

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

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

10 teachers reduced from full time to part time; 26 teaching assistants eliminated; 4 other positions removed

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.

Class sizes not impacted, due to reassignment of other remaining teachers. Schedules of remaining teaching assistants adjusted to remain compliant with student needs.

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

The FY'15 budget represented a 3.07% increase from the previous year and did not include any reductions in staffing or programs.

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).

Mattacheese Middle School was built in 1969 to serve as a middle school for Yarmouth students. Flat roofs have been partially reroofed. Aside from the reroofing and flooring replacement projects there have not been any major renovation expenditures.

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

156600

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).

Mattacheese shares 70 acres with the Marguerite E. Small elementary school, serving grades PK-3. There are separate access roads and parking lots that serve each of the schools and large open playing fields separate the two schools. There are 3 parking areas which are all in need of repaving, along with driveways. Site drainage needs to be addressed as well as accessibility issues throughout the site to the building. There are limited concrete walkways and a concrete amphitheatre. There is a large baseball diamond and an unkempt quarter-mile cinder running track. On the Mattacheese portion of the site, there is a long access driveway, three separate parking areas that are in need of paving, curbing and sidewalk repairs. The land to the rear of the building is grass back to a heavily wooded border to the site. Between the auditorium/gymnasium wing and the cafeteria wing, there is an outdoor paved amphitheater that is in need of repairs. There are several areas in the paved lots with drainage problems and the condition of the paving, as well as the scouring of the adjacent areas, is constant.

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)

400 Higgins Crowell Road, West Yarmouth, MA 02673

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).

Most of the building is a 2 story structure. The floor and roof structure is an exposed concrete "waffle" slab, with the roof slabs cantilevering around the entire perimeter and exposed rebar spalling concrete is visually apparent. The windows are single-pane, non-thermal metal frames that span from floor to ceiling in the corridors, and there are the same single-pane, non-thermal fixed and operable metal windows in all classrooms. There are no screens on any windows. The metal window frames are rotted thus making them difficult to operate. The exterior walls are brick with block backup (exposed on the interior). The brick on the exterior is in very good condition. The roofs are single-ply membrane. As part of some recent capital improvements, the roof over the gymnasium/auditorium was replaced with a new single-ply PVC membrane roof. The other roof areas are in need of replacement.

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

Year of Last Major Repair or Replacement:(YYYY) 1969

Description of Last Major Repair or Replacement:

none

Roof Section A

Is the District seeking replacement of the Roof Section? YES

Area of Section (square feet) 41500

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

Membrane

Age of Section (number of years since the Roof was installed or replaced) 45

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

Patching of various leaks only.

Window Section A

Is the District seeking replacement of the Windows Section? YES

Windows in Section (count) 190

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

Windows are single-pane glass in metal frames and run from the floor to the underside of the exposed concrete floor or roof deck above. There are fixed windows with casement windows, and no screens.

Age of Section (number of years since the Windows were installed or replaced) 45

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

Replaced broken glass and hardware when needed and if possible to locate parts, as they are original 45 years old.

Window Section B

Is the District seeking replacement of the Windows Section? YES

Windows in Section (count) 200

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

Single-pane glass in metal frames, running from the floor on lower level up to underside of roof on upper floor.

Radiators and piping are mounted to the frames. These windows are stationary. Temperatures in the corridors are very difficult to contrl.

Age of Section (number of years since the Windows were installed or replaced) 45

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

Replace glass as needed.

Window Section C

Is the District seeking replacement of the Windows Section? YES

Windows in Section (count) 140

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

Single-pane glass in hollow metal frames. Frames are in bad condition and are very inefficient. These windows do not open.

Age of Section (number of years since the Windows were installed or replaced) 45

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

Replace glass when broken.

Window Section D

Is the District seeking replacement of the Windows Section? YES

Windows in Section (count) 390

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

Translucent Kalwall panels that are yellowed and unsightly, and are set in aluminum frames.

Age of Section (number of years since the Windows were installed or replaced) 45

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

none

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

The majority of the mechanical and electrical systems are original 1969 construction. Generator, fire alarm and communication systems have been replaced. Univents, controls and electrical panels have exceeded their useful life.

Boiler Section 1

Is the District seeking replacement of the Boiler? YES

Is there more than one boiler room in the School? NO

What percentage of the School is heated by the Boiler? 100

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

Natural gas & oil

Age of Boiler (number of years since the Boiler was installed or replaced) 45

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

Minor repairs to maintain operations only.

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

Year of Last Major Repair or Replacement:(YYYY) 1969

Description of Last Major Repair or Replacement:

none

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

Year of Last Major Repair or Replacement:(YYYY) 1969

Description of Last Major Repair or Replacement:

none

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

The floors are predominantly vinyl tiled that were replaced approximately 15 years ago. There is quarry tile in the kitchen and in corridors around the gymnasium and auditorium. The quarry tile is failing and lifting off the slab. Most walls are unpainted block and are difficult to keep clean and presentable. Ceilings are predominantly exposed concrete structure and are poor acoustically and for reflecting light.

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).

All grade 6 and 7 students from Dennis and Yarmouth receive a core education program that includes math, science, social studies and English language arts. In addition, three foreign languages, technology, music (choral, band and orchestra), art, health and physical education are available to all students. We have the greatest need to update our science labs and update some small group spaces for our English Language Learners and students with significant special education needs.

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).

22 general purpose classrooms
5 science classrooms
1 art room and 1 clay room
3 related arts rooms
2 computer rooms
1 library/ media center with studio

gym
auditorium
cafeteria and kitchen
general office area

There have been no significant updates.

Recent years have demonstrated increased need for classroom spaces for special education programs and English Language Learner programs.

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).

In order to accommodate some space needs, existing spaces have been repurposed to alleviate deficiencies. Staff dining and food storage areas have been converted to computer classrooms. Home economics area has been converted to 3 special education spaces.

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).

District employs 3 maintenance mechanics and has preventative maintenance contracts for major systems. Issues are addressed immediately. District reviews and has addressed major needs through Capital Planning Subcommittee of the School Committee. They undertook the capital assessment of all buildings in 2008. Portions of the roof at this building were replaced in 1998 and 2006. The fire alarm system was replaced in 2005. Standby generator was replaced in 2008. Clock/communications system was replaced in 2010.

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.

Replace extremely worn and rusting inefficient single-pane metal windows with thermally efficient windows. In a recent snowstorm, several windows blew open and damaged expensive equipment. Design and age of the windows is both a safety and security issue. For example, a student recently leaned against one of the window panes causing it to fall out.

Replace original boiler and all piping, as well as remote HVAC equipment and controls, with new energy-efficient and manageable equipment. Repair needs are expensive and no longer fiscally prudent.

Upgrade all HVAC equipment and controls to maximize efficiency of new HVAC system. All components have exceeded useful life expectancy.

Upgrade electrical lighting and panels and provide improved electrical to accommodate new HVAC equipment. It has become very difficult to find replacement equipment.

Provide accessibility throughout the entire building as well as around the site into the building. There are major components in the building that are not accessible, including the elevator, cafeteria, most toilets, most corridor doorways, all classroom sinks, that would need to be brought into compliance as triggered by performing the above work listed.

Install a sprinkler system. There is currently no sprinkler system and performing the above work will trigger the need to install a sprinkler system throughout the building.

Priority 5

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

Firebox in Boiler #1 was replaced in 2001.

Preventative maintenance has been accomplished annually on burners and boilers.

PM and repair contract is renewed annually for controls.

In addition to maintenance district has replaced: standby generator, communications system and fire alarm system.

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.

Erratic heat due to poor boiler performance has proven to be a distraction to students and staff when their teaching and learning environment is less than appropriate. Likewise, the heat loss at window walls due to inefficient single-pane windows exacerbates that situation. Poor design and significant age of windows impacts the safety and security of students and staff.

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.

By addressing the envelope with concrete repairs and window replacement, the protective layer on the building will be restored and have a substantial impact on the indoor climate as well as extend the useful life of the building.

By replacing the aged MEP systems, the efficiencies and operating costs will be positively impacted substantially, immediately and going forward. The improvements to the indoor environment will also positively impact the quality of the teaching and learning environment.

Providing accessibility throughout the building will remove all barriers to challenged students, staff and families, and program offerings will be more flexible.

Providing a new sprinkler system will introduce a higher level of safety that presently does not exist at the building.

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):

KBA Architects and their engineering consultants.

The date of the inspection: 1/1/2014

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

See attached report.

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
Carol Woodbury	Brian Carey	Carol Woodbury
Superintendent of Schools		
		
(signature)	(signature)	(signature)
Date 4/6/15	Date 4/6/15	Date 4/6/15

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

ATTACHMENT B

Contract for Designer Services

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
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 _____

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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 any other sub-bid classes of work selected by the Owner for the Project in accordance with the provisions of either M.G.L. 149, §44F(1)(a) or M.G.L. c. 149A, §8(a).

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

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

ARTICLE 2: RELATIONSHIP OF THE PARTIES

- 2.1 The Owner's Project Manager shall act as an independent contractor of the Owner in providing certain project management services required for the Project required for the project except where the OPM is an existing public employee of the Owner as described in M.G.L. c. 149, § 149A1/2.
- 2.2 The Designer is solely responsible for providing the design for the Project and for performing in accordance with this Contract.
- 2.3 The Contractor or CM at Risk, as the case may be, shall be solely responsible for construction means, methods, techniques, sequences and procedures, the Contractor's or CM at Risk's schedules, and for safety precautions and programs in connection with the Project and for performing in accordance with the Owner-Contractor or Owner - CM at Risk Agreement. The Designer shall be responsible for the Designer's negligent acts or omissions but shall not have control over or charge of acts or omissions of the Contractor or CM at Risk, Subcontractors, or the agents or employees of the Contractor or CM at Risk or Subcontractors, the Owner's Project Manager, the Authority or its Commissioning Consultant or other technical consultants.
- 2.4 Nothing in this Contract shall be construed as an assumption by the Designer of the responsibilities or duties of the Contractor or CM at Risk or the Owner's Project Manager. It is the intention of the parties that the Designer's services shall be rendered in a manner compatible with and in coordination with the services provided by the Owner's Project Manager and the Commissioning Consultant. It is not intended that the services of the Designer and the Owner's Project Manager or the Commissioning Consultant be competitive or duplicative, but rather complementary. The Designer shall be entitled to rely upon the Owner's Project Manager, Commissioning Consultant and Contractor or CM at Risk for the proper performance of their obligations pursuant to their respective contracts with the Owner.

ARTICLE 3: RESPONSIBILITIES OF THE OWNER

- 3.1 The Owner shall have the right to approve the Designer's work.
- 3.2 The Owner shall designate an individual who shall have the authority to act on behalf of the Owner under this Contract and who shall be responsible for day-to-day communication between the Owner and the Designer.
- 3.3 Upon satisfactory completion of services performed, the Owner shall make payments to the Designer as provided in Articles 6, 7, 8 and 9, 10 and 11.

- 3.4 To the extent such data is available, the Owner shall furnish to the Designer existing surveys of the site, building plans, borings, test pits, structural, mechanical, chemical or other test data, tests for air and water pollution and for hazardous materials, photographs, reports and utility information. The Designer shall be entitled to reasonably rely upon the sufficiency and accuracy of the information furnished to the Designer under this Article 3.4 and under Article 4.11, provided that the Designer shall coordinate its services with the services of the Owner's consultants and shall notify the Owner in writing of any deficiencies in such data of which the Designer becomes aware.
- 3.5 Except as otherwise provided in this Contract, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor or CM at Risk and the Designer's consultants through the Designer about matters arising out of or relating to the Construction Contract Documents. The Owner shall promptly notify the Designer of any direct communications that may affect the Designer's services.
- 3.6 The Owner shall provide the Designer access to the Project site prior to commencement of the Work and shall obligate the Contractor or CM at Risk to provide the Designer access to the Work wherever it is in preparation or progress.
- 3.7 If the Owner requests the Designer to execute any certificates that are not readily available as of the effective date of this Contract, the proposed language of such certificates shall be submitted to the Designer for review at least 14 days prior to the requested dates of execution. The Designer shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Contract.
- 3.8 The Owner shall deliver to the Designer in a timely manner written copies of all Approvals required by this Contract. If Approval is withheld, the Owner shall notify the Designer in a timely manner in writing why such Approval is being withheld.
- 3.9 The Owner shall not unreasonably withhold, delay, condition, or deny any approval, acceptance, or consent required under this Contract, including any Approval.

ARTICLE 4: RESPONSIBILITIES OF THE DESIGNER

- 4.1 The Designer shall perform the Designer Services in accordance with the requirements of this Contract, and in accordance with the Standard of Care. The Designer shall exercise due care and diligence in the rendition of all services under this Contract in accordance with such professional standards and shall exercise the Standard of Care to provide the services required under this Contract in conformity with all Applicable Laws.
- 4.2 The Designer shall be responsible for the Designer Services including any changes to such Services that may be required in accordance with this Contract. The Designer shall furnish appropriate competent professional services for each of the Phases in accordance with the Standard of Care. Any changes, corrections, additions or deletions requested by the Owner and the Authority shall be incorporated into the design of the Project unless detailed objections thereto are issued in writing by the Designer, subject to Article 8.2.2. Nothing

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

- 4.3 The Designer Services shall be performed as expeditiously as is consistent with orderly progress of the work, consistent with the agreed upon project design schedule as established under Article 7.4.2 and as it may thereafter be amended by the parties from time to time. In the event of delays due to causes outside of the Designer's control, the project design schedule may be extended as necessary, and Designer's compensation may be equitably adjusted pursuant to Article 6.6 to the extent that Designer incurs additional direct costs caused by the delay. Time is of the essence for the duration of this Contract.
- 4.4 The Designer shall provide the scope of services required by this Contract, as described in more detail in the RFS and Attachment A.
- 4.5 The Designer shall comply with the terms and conditions of all project agreements executed between the Owner and the Authority and any and all administrative directives issued by the Authority, now in effect or hereafter promulgated during the term of this Contract, without any additional compensation, that are applicable to Designer's Services under this Contract and that have been provided or are readily available to Designer prior to such Services being performed. The Owner shall reasonably compensate the Designer for complying with any term or condition of a project agreement executed between the Owner and the Authority or any administrative directive issued by the Authority, that was not provided to or was not readily available to the Designer prior to such Services being performed and that materially impacts the Designer's scope or other aspect of its Services, Fee, schedule, or any obligations and responsibilities under this Contract.
- 4.6 The Designer acknowledges the importance that the Owner attributes to the abilities and qualifications of the key members of the Designer's team, including Subconsultants, and the continuity of key members' participation in the services to be provided under this Contract. This Contract has been entered into in reliance on the Designer's representation that the individuals, consultants, assignments and responsibilities will be maintained throughout the duration of this engagement. No substitution or replacement of individuals or change in the Subconsultants, listed on pages 1-2 of this Contract, shall take place without the prior written approval of the Owner and the Authority, except when necessitated by causes beyond the Designer's control (such causes shall include if an individual leaves or is no longer associated with the Designer's firm). If the Designer proposes to replace one of the members of the Designer's team, the Designer shall propose a person or consultant with qualifications at least equal to the person or firm the Designer proposes to replace. The Owner and the Authority shall have the right to approve any substitution or replacement or change in status for the persons or Subconsultants listed on page 1-2 of this Contract and such approval shall not be unreasonably withheld. At the request of the Owner, the Designer shall consult with the Owner to resolve any situation in which the Owner determines that a member of the Designer's team is failing to perform services in an acceptable manner to the Owner. The Owner shall have the right to direct the removal of any such person or consultant. The Owner shall work in good faith with the Designer to resolve any material problems identified by the Owner in writing regarding performance of the Designer's obligations under this Contract. No act or omission of the Owner or the Authority made or permitted under this Article shall relieve the Designer of its responsibility for the performance of the services specified in this Contract.

- 4.7 The Designer shall compile and distribute a job directory which includes all names, addresses, phone and fax numbers, and e-mail addresses of the representatives of the Designer and their Subconsultants. This shall be distributed upon commencement of the services, and shall be updated and redistributed as project participants and/or contact information change.
- 4.8 The Designer shall employ at all times adequate professional and support personnel with requisite expertise and adequate numbers to assure the complete, timely performance of the obligations of the Designer. The Designer shall acquaint its employees and Subconsultants with all provisions of the General Laws governing public construction projects, including but not limited to M.G.L. c. 149, M.G.L. 149A, and M.G.L. c. 30, that are relevant to the performance of Designer's obligations under this Contract. When directed by the Owner, the Designer shall fully cooperate with the Owner in obtaining the Criminal Offender Record Information (CORI) of the Designer and its employees and of any Subconsultants and their employees in accordance with the provisions of M.G.L. c. 71, § 38R, M.G.L. c. 6, §§ 167-178B (the so-called CORI Law), any other applicable law, and District policy. All contracts between the Designer and each Subconsultant shall include appropriate provisions requiring the Subconsultant to fully cooperate with the Owner in obtaining the Criminal Offender Record Information (CORI) of the Subconsultant and its employees as aforesaid.
- 4.9 The Designer shall be and shall remain liable to the Owner for all damages incurred by the Owner as a result of the failure of the Designer or its Subconsultants to perform in conformance with the terms and conditions of this Contract.

4.10 Design Within the Project Construction Budget

- 4.10.1 The Designer shall prepare cost estimates for the Project as described in Article 7 of this Contract or at more frequent intervals as required in the RFS. Unless otherwise specified in the RFS, the cost estimates shall be considered Basic Services and the Designer is not eligible for any additional compensation for preparing the same. The format for cost estimates shall be in accordance with the requirements of the Authority.
- 4.10.2 The Designer shall produce a design for the Project meeting the requirements of the scope of work described in the RFS to be constructed within the Project Construction Budget, provided that the Designer shall be permitted to recommend to the Owner such adjustments to the Project's design, consistent with the Project Funding Agreement, as the Designer reasonably believes may be required to adhere to the Project Construction Budget. In the event the Designer's cost estimate for the Project (as reconciled in accordance with the provisions of this Contract) exceeds the Project Construction Budget, the Owner may require the Designer to revise the design, drawings and specifications to keep the cost estimate for the Project within the Project Construction Budget. The Designer shall not be entitled to extra compensation for making such revisions to contain costs within the Project Construction Budget.
- 4.10.3 In a Project constructed pursuant to M.G.L. c. 149, §§ 44A-M, if the Project Construction Budget is exceeded by the lowest bona fide, responsible bid by any

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

- (a) direct the Designer to revise the Final Design Program, Project scope and quality as required to reduce the estimated construction costs to be within the Project Construction Budget, in accordance with Article 4.10.5 of this Contract; or
- (b) give written approval to the Designer of an increase in the Project Construction Budget; or
- (c) authorize rebidding of the Project within a reasonable time; or
- (d) terminate this Contract in accordance with Article 12.3; or
- (e) implement any other mutually accepted alternative that the Owner and the Designer may agree on.

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

- (a) direct the Designer to participate with the Owner, OPM, and CM at Risk in design reviews and revise the design, including appropriate revisions to drawings and specifications, as necessary in order to reach an agreement on a GMP within the Project Construction Budget; in accordance with Article 4.10.5; or
- (b) give written approval to the Designer of an increase in the Project Construction Budget and resume negotiating a GMP with the CM at Risk; or
- (c) terminate this Contract in accordance with Article 12.3; or
- (d) implement any other mutually accepted alternative that the Owner and the Designer may agree on.

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

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

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

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

4.11.1 Site surveys;

4.11.2 Structural tests and materials tests;

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

4.11.4 Traffic studies.

ARTICLE 5: SUBCONSULTANTS

- 5.1 The Designer may engage Subconsultants, subject to the prior written approval of the Owner and subject to Article 9.3, in order to perform services under this Contract. If Subconsultants are engaged, the person responsible for, and in control of, the Subconsultant services to be provided must be professionally registered or licensed in Massachusetts in the necessary disciplines for the services if such registration or licensing is required under the applicable General Laws. The engagement of Subconsultants shall not in any way relieve the Designer from its duties and responsibilities for its work, including, without limitation, coordinating all Designer Services furnished under this Contract by the Subconsultants.
- 5.2 Upon request, the Designer shall provide the Owner with copies of its agreements with Subconsultants, including any amendments thereto and copies of the Subconsultant's applicable certificates of insurance.
- 5.3 No substitution of Subconsultants and no use of additional Subconsultants or assignment of services shall be made without prior written approval of the Owner, which approval shall not be unreasonably withheld.

ARTICLE 6: COMPENSATION

- 6.1 For the satisfactory performance of all services required pursuant to this Contract, excluding those services specified under Articles 8 and 9, the Designer shall be compensated by the Owner in the amounts specified in Attachment A as that Fee may be amended by written amendment to this Contract.
- 6.2 When the Designer receives payment from the Owner, the Designer shall promptly make payment to each Subconsultant whose work was included in the work for which such payment was received unless payment has been theretofore made. The Owner shall have the contractual right to investigate any breach of performance of a Subconsultant and to initiate corrective measures it determines are necessary and in the best interest of the Owner. All contracts between the Designer and its Subconsultants shall include a provision in which the Owner's rights to initiate corrective action shall be stipulated.
- 6.3 Payment Schedule
 - 6.3.1 Payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each Phase. The amount of fees attributable to each Phase shall be as set out in the schedule in Attachment A. Payment for approved Reimbursable Expenses and/or Extra Services shall be made monthly upon receipt of an approved invoice from the Designer.
 - 6.3.2 The Owner shall make payments to the Designer within 30 days of the Owner's approval of an invoice from the Designer. The Owner's payment for any services provided under this Contract shall not be construed to operate as a waiver of any rights under the Contract or any cause of action arising out of performance of the Contract. The Owner shall not withhold payments to offset costs alleged to have been incurred by the Owner on account of allegedly negligent acts, errors or omissions unless the Designer agrees or has been found liable for specific amounts in a binding agreement or court judgment, or unless the Designer fails to maintain the professional

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

6.4 Installment Payments During Construction

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

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

- 6.5.1 Approval of the Certificate of Final Completion of construction (such Certificate to be in the form developed by the Authority). In cases where a Certificate of Partial Release of Retainage is approved, the Designer shall be paid up to an amount commensurate with the percent of retainage released until a Certificate of Final Completion is approved; and
- 6.5.2 Delivery by the Designer to the Owner of the Record Drawings required by this Contract; and
- 6.5.3 Verification of payment to MBE/WBE Subconsultants or Subconsultants identified on Attachment C and as required by Article 17.4; and
- 6.5.4 A written evaluation of the General Contractor or CM at Risk by the Designer from which the Owner shall be able to complete its submission of the Contractor Evaluations as required by M.G.L. c.149 § 44D(7).
- 6.5.5 In the event that the Designer is unable to comply with items 6.5.1 and 6.5.2 above due to reasons beyond the Designer's control, as determined by the Owner, Final Installment shall not be unreasonably withheld or delayed beyond 60 days after the date of Substantial Completion, provided that the Designer has complied with all other requirements.

6.6 Substantial Change

- 6.6.1 If there is a substantial change in the services described in the RFS to be provided by the Designer under this Contract, the Designer and the Owner will mutually agree to a written amendment describing the services and an amended Fee for Basic Services to reflect the change and reasonable cost of such change. Such changes shall be designated on Attachment F and shall be executed by the Designer and the Owner.
- 6.6.2 Should the Designer and the Owner be unable to negotiate a mutually acceptable amendment to the Fee for Basic Services when there has been a substantial change in the specified services, the Owner shall unilaterally and promptly determine, in good faith and supported by a written explanation in sufficient detail, a reasonable maximum dollar amount for the services as amended and process payments to the Designer subject to said maximum amount, until an amendment to the Fee for Basic Services for such change is set by later agreement between the parties, provided, that the Designer's acceptance of such payments shall not be considered a waiver by the Designer of its right to pursue a claim for additional compensation related to the change in services, and provided that such disagreement shall be immediately submitted to mediation in accordance with paragraph 18.5(b). In no event shall the Designer stop work under this Contract due to a disagreement with the Owner regarding an amendment in the Designer's Fee for Basic Services, provided that the Owner complies with its payment obligations under this Article 6.6.
- 6.6.3 Notwithstanding the foregoing, the amendment to this Agreement described in paragraph 7.4.8 shall be negotiated and executed by both parties prior to the start of the subsequent Phase.

ARTICLE 7: BASIC SERVICES

- 7.1 The Designer shall discuss with the Owner and the Authority the requirements for each Phase before beginning work on that Phase.
- 7.2 The Owner and the Authority will promptly review and approve the Designer's submittals. Upon completion of its review, the Owner shall promptly and in writing:
 - (a) approve the submittal as made; or
 - (b) approve that part of the submittal that is acceptable and reject the remainder; or
 - (c) reject the submittal; or
 - (d) require the Designer to submit additional information or details in support of its submittal.
- 7.2.1 The description of Designer Services required during the various Phases as described in the RFS and hereinafter may include specification of the number of submittals the Designer will be required to make and estimates of the approximate number of meetings that the Designer will be required to prepare for and attend during each Phase.

- 7.2.2 As a part of Basic Services, the Designer shall provide six copies of each submittal to the Owner; two copies of each submittal to the Authority, and, if the Owner elects to proceed with the CM at Risk construction delivery method, one copy of each submittal to the CM at Risk. Drawings submitted to the Authority shall be reproduced at half full size. A graphic scale shall be placed upon all such drawings prior to construction documents phase submittals. If the Designer is required to make submittals in excess of the number specified or if the Designer is required to prepare for and attend meetings in excess of the number specified for a Phase, the Designer shall be entitled to compensation for Extra Services, provided, however, that the Designer shall not be entitled to such compensation if and to the extent the Owner or the Authority shall have reasonably determined that the additional submittals or the additional meetings were required due to either the Designer's lack of preparation, or other fault due to deficiencies or omissions in documents prepared by the Designer.
- 7.2.3 All document submittals shall be in the form of neatly bound printed material, and delivered to the location or locations as indicated by the Owner and Authority. One or more document submittal components may be submitted in an approved electronic format, subject to specific authorization by the Owner and/or Authority.
- 7.2.4 Electronic Submittals: In addition to all other submittals called for by this Article 7 and elsewhere in the Contract, including but not limited to hard copies and reproducibles of all submittals, the Designer shall submit two (2) electronic copies on compact disks for all required submissions of Deliverables called for by this Contract ("Electronic Submittals"). All Electronic Submittals shall be deemed to be Materials that are subject to all provisions of Article 16. The Electronic Submittals shall be provided on CD electronic format as approved by the Owner and Authority and as follows:
- (a) All drawings shall be provided in standard AutoCAD software (release number and version to be established at time of contract execution) or in a compatible electronic CADD (.dxf) format or other industry-standard format as approved by the Owner and acceptable to the Authority. Electronic file naming convention shall be acceptable to the Owner and the Authority.
 - (b) All other documents shall be provided in pdf format, Microsoft Word, Excel, Project, or PowerPoint, as applicable to the particular submittal.
 - (c) All submittals shall be labeled identifying project name and number, file name, drawing title, software and release, and layering system.
 - (d) The Owner reserves the right to require the Designer to provide all electronic media as may be required at any time during the duration of this Contract due to technology upgrades and/or changes to the electronic systems used by the Owner or Authority, provided that if such requirement demands that the Designer

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

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

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

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

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

7.3 Feasibility Study Phase:

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

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

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

- (a) Preliminary design program;
- (b) Budget Statement for Educational Objectives, as defined by 963 CMR 2.02;
- (c) Development of alternatives to be studied;
- (d) Preliminary evaluation of alternatives;
- (e) Final Evaluation of Alternatives;
- (f) Recommendation to the Authority's Board of Directors of the preferred alternative that will be advanced to schematic design.

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

- (a) Analysis of school district student school assignment practices and available space in other schools in the district; and
- (b) Tuition agreements with adjacent school districts (per M.G.L. c.70B §8); and
- (c) Rental or acquisition of existing buildings that could be made available for school use. (per M.G.L. c.70B §8); and
- (d) Renovation and/or addition to existing building(s) and related facilities or fields, if appropriate to the Project; and
- (e) No-build or status quo option, to be used as a benchmark for comparative analysis of all other alternatives; and
- (f) In some cases, it may also be appropriate to consider construction of new building and the evaluation of potential locations.

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

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

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

7.4 Schematic Design Phase

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

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

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

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

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

- (b) Environmental and Existing Building Assessment – Provide additional site and building assessments as may be required to quantify presence of unsuitable materials and scope of possible remediation efforts.
- (c) Geotechnical and Geoenvironmental Analysis – Provide additional geotechnical analysis as may be required to describe soil conditions, remediation requirements and appropriate foundation.
- (d) Program Analysis - a space measurement analysis for the design which shall verify that the sum of all program floor areas plus all other floor areas equal the gross floor area of the Final Design Program.
- (e) Code Analysis – Determine the impact of all applicable federal, state, regional and local codes, regulations and ordinances, including a listing of permitting and other regulatory filing requirements.
- (f) Utility Analysis – Determine the availability and capacity of all required building utilities. Provide soils analysis and preliminary design for on-site septic/sewage treatment facilities, if required.
- (g) Massing Study – an analysis of the building’s integration into its surroundings and neighborhood with drawings, models, or photographs.
- (h) MA-CHPS or LEED-S Scorecard – Pursuant to the Authority’s Sustainable Building Design Guidelines complete a MA-CHPS or LEED-S for Schools Scorecard and describe sustainable design features and each high performance green school prerequisite and credit included in the proposed design and a plan for implementation or inclusion of any appropriate public utility energy conservation design programs.
- (i) Accessibility - an analysis of the design's compliance with the Americans with Disabilities Act (ADA) and the Massachusetts Architectural Access Board requirements (MAAB).
- (j) Building Systems Descriptions – Describe in narrative and on schematic plans basic information relative to:
 - 1. Building Structure - a written narrative of the design approach to the structural systems including discussion of the feasible options for foundations and superstructure as well as treatment of special situations such as unusual soils conditions or long spans.
 - 2. Plumbing and HVAC - written narratives of the basic systems and proposed fuel source(s) and a preliminary life cycle cost analysis pursuant to the criteria of M.G.L. c. 149 § 44(m). Provide schematic plans indicating basic distribution concepts and the location of major equipment items such as boilers, water heaters, cooling towers, chillers, air handling

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

3. Fire Protection - written narratives of the basic systems and design criteria. Provide schematic plans indicating basic distribution concepts and the location of major equipment items such as fire pumps, standpipes, and fire department connections.
 4. Electrical (including power, lighting, communications, fire alarm, video/CATV, security/surveillance) - written narratives of the proposed electrical and communications systems resources, needs, and proposed scope. Provide schematic plans indicating basic distribution concepts and the location of major equipment items such as switchgear, standby generator, and control centers/panels.
 5. Information Technology - written narratives of the proposed information technology system resources, needs, and proposed scope. Provide schematic plans indicating basic distribution concepts, and location of major equipment items such as switches and hubs.
- (k) Outline specifications in accordance with applicable CSI Divisions that clearly define the scope of construction, identify the sub-trades pursuant to M.G.L. c. 149 § 44F, establish the quality of materials, finishes, products, equipment and workmanship, and the special or unique conditions of construction.
- (l) Project Schedule - Provide a reasonable level of design-related input to the OPM such that the OPM can prepare a draft schedule for the proposed project for the Owner in the form of a graphic representation (Gantt Chart) of the duration of all tasks, activities and phases of the design and construction processes against the progression of time up to a proposed occupancy date. Dependencies between activities and tasks will be delineated. Individual tasks and activities will be rolled up to the major project milestones. Provide input to the OPM regarding priority actions and activities that may have a major impact on the schedule. The OPM, not the Designer, is responsible for preparing and maintaining the draft and updated project schedule document, except as it pertains to the project design schedule developed under Article 7.4.2.
- (m) Construction cost estimate - in Unifomat 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 Construction Delivery Method Evaluation and Selection
 - (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 reproducible 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 **(date)**, 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 **(date)** **(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's standard 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 NOT 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.

	<u>Within/Weeks</u>	
• 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 each 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: _____

<u>Name of Company</u>	<u>Description of Work</u>	<u>M/WBE</u>	<u>Dollar Value Participation</u>
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 _____

7.5 Design Development Phase

- 7.5.1 Upon receipt of an Approval to proceed to the Design Development Phase, the Designer shall meet regularly and as necessary with the Owner, the OPM, and the Authority. This shall include meeting at least once every other week with the Owner and the OPM during this Phase.
- 7.5.2 The Designer shall update and refine items submitted during the Schematic Design Phase, and shall submit to the Owner and the Authority, on or before the date specified in the Project Schedule, and on the basis of the approved Schematic Design Phase Documents, the following deliverables as they are defined in this Article 7.5.2 and as they are further defined in Articles 7.5.3, 7.5.4, 7.5.5, 7.5.6 and 7.5.7:
- (a) a list of all filings and permits within Designer's scope of services and professional expertise required to implement the design and a schedule of target dates for the procurement of such permits, which list and schedule shall be regularly updated during the term of this Contract;
 - (b) information and documentation within the technical expertise of the Designer and that is necessary for the Owner to file local basic zoning and environmental permits. The Designer, as Extra Services, shall provide information and documentation for the Owner to file Environmental Notification Forms, Environmental Impact Reports, and any other filings for permits that must be filed during the design development phase;
 - (c) soils exploration data, geotechnical and geoenvironmental reports, showing exploratory locations relative to siting of proposed structures;
 - (d) complete design development drawings; outline specifications indicating any filed sub-bid sections and sub-sub trades based on the cost of the work and other documents necessary to specify the size and character of the Project as to siting, landscape, architectural, structural, fire protection, plumbing, heating, ventilating and air conditioning, electrical, ADA/MAAB, product requirements and other features;
 - (e) quality control documentation demonstrating, without limitation, coordination of: ceiling clearances, mechanical room size, and shaft sizes; specifications and drawings; filed sub-bid work or sections; scheduling; equipment and power; existing and new construction; and phasing;
 - (f) design development drawings which the Designer shall submit for review to the local building official;
 - (g) a life cycle cost analysis to determine which design decisions related to all energy and water consuming devices and overall building operation and maintenance are the most cost effective [M.G.L. c. 149, s. 44M];
 - (h) a construction cost estimate for the design in Unifomat II Level 3 format, with unit rates and quantities supporting each item and reconciled with the detailed construction cost estimate and any updated cost estimates in accordance with Article 7.5.6. The estimate cost shall be projected, to the mid point of the construction period;

- (i) a space measurement analysis for the design verifying that the sum of all program areas in the Project plus all other floor areas in the Project equals the gross floor area of the Project;
- (j) a written summary or summaries comparing the project design, as represented in the design development drawings, specifications and cost estimates with the Final Design Program requirements, and explaining any deviations in writing.

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

- (a) Site and utility drawings showing;
 - 1. Existing and proposed contours and locations of the proposed building or addition(s). Show entry level elevation and key exterior grades at perimeter. Indicate all retaining walls. Include benchmarks of site if survey is available.
 - 2. All utilities existing and proposed, indicating location, elevation, composition and size e.g., manholes, sewers, hydrants, light standards. Include work by others, e.g., gas and electric utility providers.
 - 3. Roads, laid out parking areas, walks, recreation areas, terraces and other site improvements.
 - 4. Building locations fixed and referenced from main survey baseline, if available.
 - 5. Plant materials with preliminary schedule.
- (b) Building drawings and other graphic and written requirements with floor plans showing: (minimum scale 1/8" = 1'0");
 - 1. building perimeter with exterior wall thicknesses and overall dimensions;
 - 2. structural grid;
 - 3. plan requirements of mechanical and electrical systems;
 - 4. building core; elevators, stairs, shafts, toilet rooms;
 - 5. interior partitions; appropriate thicknesses and dimensions to fix basic organizations; indicate fire separations, ratings;
 - 6. door swings;
 - 7. floor elevations;
 - 8. built-in furniture and equipment; and
 - 9. furniture layout concept drawings.
- (c) Roof plans showing;

1. proposed systems type;
 2. pitch and drainage patterns;
 3. roof drains, gutters and scuppers;
 4. skylights, stairs through roof, penthouses, major equipment, chimneys.
- (d) Building sections: One transverse and one longitudinal section. Indicate floor to ceiling heights and floor-to-floor heights. Label all spaces;
- (e) Building elevations showing;
1. full height elevations including roof structures, e.g., mechanical equipment, chimneys, and penthouses;
 2. floor elevations, floor-to-floor heights, and overall height related to benchmarks on site plans;
 3. all fenestration;
 4. column centerlines;
 5. principal finish materials indicating major control and expansion joints, and divisions of materials where required;
 6. louver and equipment enclosure systems; and
 7. exterior grades and topographical features in context.
- (f) Full height wall sections for main elevations and at special conditions. Show foundation and perimeter treatment, wall construction including insulation and supporting structure, fenestration and mechanical penetrations, and floor construction;
- (g) Interior elevations: Major spaces, e.g. library, lobby, and all typical spaces, e.g. classrooms;
- (h) Reflected ceiling plans: show prototypical structural, fire protection, mechanical and electrical information for classrooms and major spaces, including lighting layouts with ceiling heights and material changes;
- (i) Colored interior elevations and perspectives of major and typical spaces
- (j) Schedules;
1. finish schedule by room types;
 2. door schedule by room;
 3. window schedule;
 4. equipment schedules, e.g., food service, instructional media.
- (k) Structural Concepts;
1. Foundation plan showing sizes and locations of typical components.
 2. Framing plans: typical floor framing, roof framing, special framing, show framing at major openings and sizes of members.
 3. Column locations.

4. Preliminary details including floor and roof deck, statements as to methods of lateral bracing and how requirements of earthquake code will be met.
 5. Details for special and/or incidental structural features, e.g. tunnels, connecting bridges and unique architectural features.
 6. Connection to existing buildings at foundation and at key points at existing structure if applicable.
- (l) Fire Protection: floor plans indicating wet or dry type systems, hose racks or cabinets and fire department tie-ins. Indicate whether a fire pump will be required and, if so, show location within the building. Show typical sprinkler head layout;
- (m) Plumbing and sanitary systems: floor plans indicating locations of all plumbing fixtures and special features, and approximate location and size of all piping systems and principal items of equipment;
- (n) Heating, Ventilating and Air Conditioning Systems;
1. Show locations and approximate sizes of piping systems, air handling systems and principal items of equipment such as compressors or cooling towers.
 2. Indicate space requirements of major equipment and their location in mechanical rooms and fan rooms. Major shafts.
- (o) Electrical Systems;
1. All services including those for special purposes shall be located and indicated.
 2. Lighting shall be indicated as to type, location and intensities in foot-candles for each special and typical space.
 3. Switchgear and emergency generator.
 4. Fire alarm system drawings showing all initiation and signaling devices, control panels, annunciator panels, etc.
 5. Security system drawings.
 6. Communications drawings showing chases, major equipment locations and any special distribution requirements.
 7. CATV/CCTV drawings showing chases, major equipment locations and any special distribution requirements.
 8. Information Technology drawings showing chases, major equipment locations and any special distribution requirements.
- 7.5.4 Other Consultant's Drawings and Other Graphic and Written Requirements: For special consultants, e.g., kitchen, elevator, library, media room, equipment where appropriate, provide drawings that locate and define the scope of the work. Coordinate with other disciplines. Provide cuts of all major pieces of equipment.
- 7.5.5 Project Manual Requirements (Specifications):
- (a) Outline Specifications that are to accompany Design Development Drawings shall be prepared to a level of detail that is standard and customary and shall include,

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

1. The Design Development Outline Specification shall also include a comprehensive "BASIS OF DESIGN." The "BASIS OF DESIGN" shall be a narrative description of the Project and shall include all applicable architectural, civil, structural, mechanical and electrical programs and/or systems. Identify all proposed filed sub-bid categories.
 2. Project Manual shall include a statement to define Work which is proposed to be included in separate construction phases and/or bid packages.
- (b) The following is a list of items that shall at a minimum be identified or outlined in this Phase:
1. Site work; clearing, drives, walks, parking areas, fences, excavation, backfill, planting.
 2. Footings; on earth, rock, piles, caissons, proposed bearing pressures, boring logs.
 3. Foundation walls; type of concrete, reinforcing, type and extent of waterproofing.
 4. Footing drains; type, disposal of drainage.
 5. Exterior walls: superstructure, type, materials, brick type, alternate cladding, back-up materials, dampproofing material and extent, special features.
 6. Roofs; types, vapor barrier, insulation, flashings, all materials.
 7. Flashings; general types, all materials, weights, where each type is to be used.
 8. Sheet metal; gutters, leaders, others uses, except flashings.
 9. Windows; general types, materials, sub-frames, finish, glazing, screens.
 10. Doors, exterior and interior; types.
 11. Steps, exterior; including platforms and landings' materials.
 12. Stairs, interior; including platforms, landings, walls, materials and finishes.
 13. Framing; wood, concrete or metal systems in accordance with general design.
 14. Partition construction related to room type.
 15. Cabinet and casework; types and materials.
 16. Food Service Equipment; types and materials.
 17. Furring; lathing, plastering, materials and locations.
 18. Insulation thermal; types, thicknesses, methods of application and locations.
 19. Acoustical treatments; types, thicknesses, methods of application and location.
 20. Interior finishes; materials for floors, walls, bases, wainscots, trim, ceilings, ceiling heights.

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

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

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

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

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

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

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

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

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

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

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

- (a) Construction documents progress submittals as follows:

1. a 60% Construction Documents Submittal, with deliverables as defined in Article 7.6.3;
2. a 90% Construction Documents Submittal, with deliverables as defined in Article 7.6.4;

3. a Final Construction Documents Submittal, with deliverables as defined in Article 7.6.5;
 4. a Bid Documents Submittal, with deliverables as defined in Article 7.6.6
- (b) As a part of each of the submittals required under Articles 7.6.3, 7.6.4, and 7.6.5, an updated work plan and recommended updates for incorporation into the Project Schedule by the OPM;
- (c) As a part of each of the submittals required under Articles 7.6.3, 7.6.4, and 7.6.5, a report on the status of environmental, zoning, planning, building code, and ADA/MAAB approvals and permitting processes and a certified list of all required testing and all required permits identified in 7.5.2(a).
- (d) All submittals by the Designer shall be subject to the written approval of the Owner, which approval shall not be unreasonably delayed, withheld, conditioned, or denied. Unless a lesser number is requested by the Owner or is specifically provided hereinafter, the Designer shall furnish to the Owner for approval six (6) sets of the drawings, specifications, construction cost estimates and all other submittals. Unless a lesser number is specifically provided hereinafter, the Designer shall furnish two (2) sets of said drawings, specifications, construction cost estimates and all other submittals to the Authority. The Designer shall also furnish to the Owner and the Authority electronic media copies of the foregoing drawings and documents in such form as may be required by the Authority.

7.6.3 60 Percent Construction Documents Submittal:

- (a) The Designer shall provide, on or before the date and time specified in the Project Schedule, a 60 % Construction Documents Submittal (60% CD Submittal), which shall include:
1. Construction Documents and other deliverables, as defined in this Article 7.6.3 and as further defined in Articles 7.6.2, 7.6.7, 7.6.8, and 7.6.9, advanced to a level of intermediate (60 percent) completion, and incorporating corrections to indicate compliance with Owner and Authority review comments related to prior submittals.
 2. In instances where the Designer takes exception to the Authority's previous review comments on the Design Development submittal, a written statement explaining its position.
 3. The Basis of Design that accompanied the Outline Specifications in the Design Development Phase shall be updated and expanded to include all proposed architectural, structural, fire protection, plumbing, mechanical, electrical, civil, and landscape design concepts for the Project.
 4. A space summary, in the form and format prescribed by the Authority, that sets forth the current space calculations and totals and certifies that said space calculations and totals are in compliance with those previously authorized by the Authority in the Project Funding Agreement.

5. Keying of graphics shall be sufficient to allow a reviewer to make his or her way through the set.
 6. A list of all drawings related to the Project.
 7. A materials selection statement identifying typical interior and exterior surfaces and their materials.
 8. A color theory statement indicating proposed paint colors and material selections for typical and special spaces and why they have been selected and how these selections relate to surrounding materials and colors.
 9. Large scale plans of all mechanical and electrical spaces with major equipment indicated.
 10. Project Manual, including all sections to be included in final technical specifications, developed to include a list of all materials in the building with their manufacturers. Identify all specifications sections which need to be filed sub-bid.
 11. Identify all proposed bid alternates by inclusion in a project manual section to be titled "Alternates." Alternates shall be listed in sequence as approved by the Owner. Work required under bid alternates shall be described and/or drawn, as appropriate, to clearly define the design criteria and extent of work involved for implementation of the bid alternate. In each instance, the existing conditions and/or new design criteria for base bid work shall also be described and indicated in documents.
 12. Code analysis: Provide a building code analysis. Any deviation from methods of compliance described in earlier submittals shall be indicated. Code analysis shall identify its preparer, code edition referenced, and include a comprehensive description of operative building code provisions, with floor plans showing fire separation types, area calculations, egress capacity for exits and exitways, and any special features required to comply.
- (b) As a requirement of the 60% CD Submittal, and in accordance with the provisions of this paragraph and Article 7.6.9, the Designer shall provide a construction cost estimate prepared using the Unifomat II Classification to Level 3, the CSI MasterFormat 6-digit format to Level 3 and MGL c.149 §44F (filed sub-bid) format including quantities of all materials and unit prices of labor, equipment, and materials as well as a cost estimate for each item of work, for review by the Owner and the Authority. The Designer shall submit said construction cost estimate separately, as a supplement to the 60% CD Submittal, no later than twenty-one days after the submission of the 60% CD Submittal described in Article 7.6.3(a). The development of said construction cost estimate shall under no circumstances delay the timely submission of the remainder of the 60% CD Submittal.

7.6.4 90 Percent Construction Documents Submittal:

- (a) The Designer shall provide, on or before the date and time specified in the Project Schedule, a 90 % Construction Documents Submittal (90% CD Submittal), which shall include:
1. Construction documents and other deliverables as defined in this Article 7.6.4 and as further defined in Articles 7.6.2, 7.6.7, 7.6.8, and 7.6.9, advanced to a level of substantial (90 percent) completion, and incorporating corrections to indicate compliance with Owner and Authority review comments related to prior submittals.
 2. A space summary, in the form and format prescribed by the Authority, that sets forth the current space calculations and totals and certifies that said space calculations and totals are in compliance with those authorized by the Authority in the Project Funding Agreement.
 3. Interior Materials Color Boards, including samples of principal interior materials, labeled and mounted to indicate locations.
 4. Final structural and energy design calculations.
 5. A statement confirming that the Owner has been provided with structural design drawings, specifications, and calculations sufficient to enable execution of an independent structural peer review process, as defined in the Massachusetts Building Code, as amended (this requirement is applicable, to satisfy Authority requirements for all school construction projects having a floor area in excess of 10,000 square feet). The Designer shall have advised the Owner of this requirement in writing not less than sixty (60) days prior to delivery of the 90% CD Submittal in order for the Owner to arrange for the services of an Independent Structural Peer Reviewer. Upon reaching 90 percent completion of construction documents, Designer's structural engineering consultant shall have reached a level of 100 percent completion of its construction documents to enable advancement of the independent structural peer review.
 6. The Designer and its consultants shall fully cooperate with the Independent Structural Peer Reviewer in the process. The Designer shall obtain a copy of the Independent Structural Engineering Review report and submit same to the Owner and the Authority at the time of completion of the remainder of the construction documents at the level of final completion.
 7. In instances where the Designer takes exception to any of the Authority's 60% CD Submittal review comments, a written position statement explaining the Designer's position on its exceptions to said review comments.

7.6.5 Final Construction Documents Submittal:

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

1. construction documents and other deliverables as defined in this Article 7.6.5 and as further defined in Articles 7.6.2, 7.6.7., 7.6.8, and 7.6.9, advanced to a level of final (100 percent) completion, and incorporating corrections to indicate compliance with Owner and Authority review comments related to prior submittals.
2. a final construction cost estimate, in accordance with the provisions of this paragraph and Article 7.6.9, based on 90% Construction Documents, including cost estimates for general conditions, overhead and profit, insurance, bonds, and all other items expressed as percentage rates for design contingencies and construction contingencies and escalation to the bid date; and other mutually agreed upon contingencies. The final construction cost estimate shall be prepared in Unifomat II Elemental Classification to Level 3 (Sections A-G inclusive), the CSI MasterFormat to Level 3 and M.G.L. c.149, §44F (filed sub-bid) format and shall be complete with a single line description for each item with the detailed unit rate or item cost buildup provided in each case.
3. complete construction drawings and specifications, certified by the Designer as having satisfied the firm's quality control review process as previously confirmed with the Owner, in sufficient detail to permit fixed-price bids in open competition for construction of the Project when documents have been approved for issuance for bidding.
4. no later than at the 100% stage of completion of the final drawings and specifications, two sets of the final drawings and specifications that shall be provided to the local building official to be signed and stamped "Approved" by the local building official; two sets of plumbing drawings and specifications that shall be provided to the local plumbing inspector to be signed and stamped "Approved" by the local plumbing inspector; two sets of the fire protection, HVAC, and electrical construction documents that shall be provided to the local fire official to be signed and stamped "Approved" by the local fire official; two sets of the electrical construction documents that shall be provided to the local electrical inspector to be signed and stamped "Approved" by the local electrical inspector. Notwithstanding the foregoing, the Owner acknowledges that building officials, department inspectors, and fire officials have varying policies on approvals and submittal procedures, and the only obligation of the Designer in this regard is to promptly make the submittals described herein and assist the Owner in receiving the approvals to the extent available.
5. at the 100 percent stage of completion of final drawings and specifications, a written summary comparing the final construction drawings and specifications and final estimated construction cost with the Final Design Program requirements and submittals made during the Design Development Phase and

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

6. In instances where the Designer takes exception to any of the Authority's 90% CD Submittal review comments, a written position statement explaining the Designer's position on its exceptions to said review comments.
7. The Independent Structural Engineering Peer Review Report obtained from the Independent Structural Engineering Peer Reviewer referenced in Article 7.6.4(e). The Designer shall include a certification statement from the project structural engineer designer of record to acknowledge receipt of the Report and to indicate response actions pursuant thereto. The Designer shall also forward a copy of said Report to the Building Inspector.
8. A certification that all applicable local, state and utility officials have been contacted by the Designer regarding each utility connection and that the persons responsible for permits or connection approval have agreed to the systems' use.

7.6.6 Bid Documents Submittal:

- (a) The Designer shall provide, on or before the date and time specified in the Project Schedule, a Bid Documents Submittal which shall include:
 1. Construction documents and other deliverables as defined in this Article 7.6.6 and as further defined in Articles 7.6.2, 7.6.7, and 7.6.8, incorporating corrections to indicate compliance with Owner and Authority review comments related to prior submittals.
 2. From the construction drawings and specifications approved by the Owner, incorporating such changes as the Owner or the Authority requires, a set of reproducible black and white drawings and original specifications on high quality white bond paper, single-sided, properly packaged, suitable for reproduction, stamped and signed by all disciplines, that shall be prepared by the Designer and transmitted to the Owner; which documents shall become the property of the Owner as provided under Article 16. Other suitable reproducible media, having the same content shall be substituted, when so directed or authorized by the Owner.
 3. Upon receipt of Owner authorization to advance to reproduction the approved documents for distribution to bidders and, upon reproduction thereof, the Designer shall promptly submit complete sets of bid documents to the Owner (two sets) and the Authority (one set - half size for Drawings). Any subsequent addenda shall be promptly submitted to the Owner and the Authority.

7.6.7 Drawing Requirements:

- (a) The documents prepared during the Construction Documents Phase shall set forth the requirements for construction of the Project to a level of detail that is customary and standard and shall include, but not be limited to:
1. General information showing drawing index, symbols, abbreviations, notes, locations map.
 2. Site drawings shall be complete to define the extent and detail of site work. Show the following:
 - a. Layout and location of all proposed work including buildings, structures, retaining walls, parking, walls and all other site improvements, with details.
 - b. Existing and proposed grades and contours including floor elevations, existing structures and topography, survey base line, bench marks and boring locations.
 - c. Landscaping and planting.
 - d. All utility service lines, systems and structures for electricity, gas, oil, water, steam, telephone, CATV, fire alarm, sanitary and storm drainage including size, composition, grades and directions of flow.
 - e. Contract Limit Line and Storage Area for construction materials.
 - f. All existing foundations, obstructions and other physical characteristics of the site which may affect the construction work.
 - g. Site survey.
 - h. Cuts of benches, light standards.
 3. Demolition drawings and temporary work required.
 4. Architectural drawings shall include at a minimum:
 - a. Floor plans of each floor, including basement and lofts or attic with room and corridor dimensions, wall thicknesses, column locations, floor elevations, mechanical and electrical openings, door and window designations, partition types, floor materials, built in furniture and equipment, keyed to other architectural drawings. All rooms numbered.
 - b. Large scale floor plans where required to illustrate detailed requirements of rooms.
 - c. Large scale plans showing key areas e.g. lobby, special spaces. Indicate surface materials. (minimum scale $\frac{1}{4}'' = 1' - 0''$)
 - d. Roof plans showing openings, drainage, slopes, expansion joints and all projections, including equipment.
 - e. Key plans on all floor plans and section drawings, where appropriate.
 - f. Building Sections as required to show spatial organization of building but no less than one longitudinal and one transverse.
 - g. Building elevations. All building elevations shall be fully developed, and hidden elevations shall be shown. Elevations shall be shown in a sequence as unfolded from a certain point.

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

5. Structural drawings shall indicate the following:

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

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

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

9. Electrical Drawings shall indicate the following:

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

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

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

7.6.8 Project Manual Requirements:

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

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

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

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

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

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

7.6.9 Construction Cost Estimate Requirements

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

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

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

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

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

(d) The summary sheets shall contain the following:

1. The date that the estimate was prepared. (Value Date).
2. The anticipated bid date.
3. The project and contract number.
4. The title and location of the project.
5. The name of the Designer.
6. The name of the Estimator.
7. The site work cost (including all utilities).
8. The building cost (including fixed equipment).
9. The estimated construction cost of each Phase of the work, totaled.

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

7.7 Bidding Phase

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

- Designer by means of written addenda to the bid documents as required. The Designer shall attend each bid opening and, with the assistance of the Owner's Project Manager, conduct a review of the qualifications of the low filed sub-bidders and general bidder (and of other bidders if necessary) and shall, within five working days of the respective bid opening dates, advise the Owner in writing of the Designer's opinions as to the sub-bidders' bids and as to which general bidder is the responsible and eligible bidder that has submitted the lowest bid.
- 7.7.2 The Designer shall assist the Owner in the prequalification of prime contractors and subcontractors in the filed sub-bidder or trade contractor scopes of work pursuant to M.G.L. c. 149, §§44D½ and 44D¾ including participation as a member of the Owner's Prequalification Committee.
- 7.7.3 The Designer shall receive all inquiries relating to the bid documents and, when necessary, answer questions by preparing and issuing written addenda. The Owner shall review and approve all such addenda prior to issuance to bidders.
- 7.7.4 When sub-bids are required:
- (a) Attend sub-bid openings.
 - (b) Assist in reviewing sub-bids with the Owner for completeness and accuracy.
 - (c) Assess sub-bid amounts relative to cost estimates.
 - (d) Assist in checking references of sub-bidders and make written recommendations as to their qualifications, only required for projects in which pre-qualification has not occurred.
 - (e) Issue a letter of recommendation to Owner upon acceptance of sub-bids, identify any categories to be re-bid and reason(s) therefor.
 - (f) Prepare and distribute the filed sub-bid tabulation to all prospective bidders. The tabulation shall be reviewed and approved by the Owner prior to its issuance to bidders.
- 7.7.5 Unless otherwise directed by the Owner, attend and conduct the general bid opening.
- 7.7.6 Review with the Owner and the Owner's Project Manager general bids for completeness and accuracy.
- 7.7.7 Review bidder responses for alternates and make written recommendations as to their acceptance.
- 7.7.8 If the Project has to be re-bid because of a defect in the bid documents prepared by the Designer or in procedures proposed by the Designer, the Designer shall correct the defect and take the necessary actions for re-bidding the Project on proper bid documents without any additional compensation to the Designer.
- 7.7.9 If within three (3) months after approval of Construction Contract Documents, in final form, the bids of the lowest responsible and eligible bidders or negotiated proposals exceed the approved Project Construction Budget, the provisions of Article 4.10 shall apply.

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

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

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

- (a) Furnish the General Contractor with information for establishing lines and grades and such supplemental drawings as are reasonably needed to implement the intent of the Construction Contract Documents;
- (b) With reasonable promptness and in accordance with schedules agreed upon by the Designer and Contractor, observe testing when required under this Contract, and review and act upon samples, schedules, shop drawings and other submissions from the General Contractor;
- (c) Prepare, maintain and update logs for all submittals;
- (d) Visit the site at intervals appropriate to the stage of construction, weekly or as otherwise agreed to by the parties, and observe the progress of the Work, issue written progress reports, and attend job meetings, and review and respond to meeting minutes prepared by the Owner's Project Manager, and to determine in general if the Work observed is being built in a manner indicating the Work when completed will be in accordance with approved Construction Contract Documents;
- (e) Collaborate with the on-site Project Representative of the OPM to identify and monitor issues of concern relative to the progress of the Work, and establish communications processes to help assure that matters of mutual concern are exchanged on a timely basis with one another, the OPM, Commissioning Consultant, and Owner;
- (f) On a weekly basis, make specific recommendations on rejection of any Work observed by the Designer that fails to conform to the Construction Contract Documents, and observe corrected Work;
- (g) Require each Subconsultant engaged in accordance with Article 5 to make visits weekly or as otherwise agreed to by the parties during the progress of any work to which that Subconsultant's services relate, and to report upon it in writing to the Designer;
- (h) Recommend actions to be taken which may include condemnation or rejection of any work that the Designer determines fails to conform to the Owner-Contractor Agreement;

- (i) Review and recommend appropriate action for proposed requests for changes and where required by the Owner, prepare documents associated with requests for a change in any Construction Contract Documents. Compensation for change order work by the Designer shall be determined in accordance with Article 10;
- (j) Conduct semi-final and final inspections of the Project and report the results of such inspections in writing to the Owner;
- (k) In association with the Commissioning Consultant, review the report by such Commissioning Consultant on the balancing of air and water circulation systems;
- (l) In association with the Commissioning Consultant, review the report by such Commissioning Consultant on the setting and adjustment of automatic controls;
- (m) In a timely manner, decide all questions regarding interpretation of, or compliance with, the Construction Contract Documents, except as the Owner may in writing otherwise determine;
- (n) In association with the Commissioning Consultant, review the recommendations of such Consultant for requirements upon operating and maintenance documents and building user training events and instructional media as established in the Construction Contract Documents; such Consultant or OPM shall coordinate involvement of contracting parties, the Designer, and Owner;
- (o) Furnish the Record Drawings as submitted by the General Contractor in accordance with 7.8.3, and other required documents;
- (p) Assist the Owner in providing the written Contractor Evaluations required of the Owner pursuant to M.G.L. c.149 §44D(7) at the completion of approximately 50% of the Construction Phase on forms prescribed by M.G.L. c.149 §44D(16);
- (q) Perform inspections of the work as necessary to prepare a punch list identifying each incomplete or deficient Work item and performing re-inspections to authorize removal of satisfactorily completed Work items from the punch list, or to determine that the Project is complete. In association with the OPM, a cost shall be assigned to each incomplete or deficient Work item when it has been determined that the Project has reached Substantial Completion; and
- (r) Receive from the General Contractor all maintenance and operating manuals, occupancy permits, guarantees and other similar relevant materials.

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

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

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

7.8.4 Issue the Certificate of Substantial Completion of Construction.

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

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

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

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

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

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

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

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

- 7.9.7 Informing the Owner in writing, through the Owner's Project Manager, of all such warranty deficiencies that should be addressed.
- 7.9.8 Performing one (1) site inspection within a further sixty (60) days to see that all such warranty deficiencies have been corrected.
- 7.9.9 Evaluation of Contractor: The Designer shall assist the Owner with providing the written Contractor Evaluations required of the Owner pursuant to M.G.L. c.149 § 44D(7) within 70 days of the date of Substantial Completion for construction, on forms prescribed by M.G.L. c.149 § 44D(16).
- 7.9.10 Two (2) suitably bound legible copies of all original design and quantity calculations including those pertinent to change orders and shop drawings if applicable shall be furnished by the Designer to the Owner at the conclusion of the Owner-Contractor Agreement.

7.5 CM at Risk Construction Delivery Method

7.5.1 CM at Risk Prequalification & Selection

- (a) The Designer shall participate as a member of the Owner's CM at Risk Prequalification Committee and CM at Risk Selection Committee pursuant to M.G.L. c. 149A, §§ 5 & 6.
- (b) The Designer shall, when authorized by the Owner, prepare for reproduction and distribution all project design documents, that are required for the solicitation and receipt of qualifications and proposals from CM at Risk firms pursuant to M.G.L. c. 149A, §§ 5(b) & 6(a). The Designer shall prepare all addenda (to include questions from CM at Risk firms and Designer responses), subject to the approval of the Owner. The Designer shall attend a pre-proposal conference, and existing site and building tour if either or both are to be scheduled, taking note of all questions asked. Relevant questions submitted in writing shall be answered by the Designer in conjunction with the OPM by means of written addenda to the RFQ or RFP described below, as required.
- (c) As a member of the Owner's CM at Risk prequalification committee, the Designer shall review and evaluate in conjunction with the Prequalification Committee, the Statements of Qualifications received from CM at Risk firms on the basis of the evaluation criteria established in the RFQ and shall make appropriate recommendations regarding the selection of qualified CM at Risk firms to receive a request for proposals from the Owner in accordance with the provisions of M.G.L. c. 149A, § 5(f).
- (d) As a member of the Owner's CM at Risk selection committee, the Designer shall review and evaluate the RFP's received from prequalified CM at Risk firms on the basis of the evaluation criteria included in the RFP. The Designer shall make appropriate recommendations regarding the evaluation and ranking of RFP's and the conducting of interviews, if any, in accordance with the provisions of M.G.L. c. 149A, § 6(d), and the applicable regulations and procedures promulgated by the Inspector General. If the Selection Committee elects to conduct interviews of the CM at Risk firms, the Designer shall participate in conducting interviews.
- (e) As member of the Owner's CM at Risk Selection Committee, the Designer shall assist the CM at Risk Selection Committee in non-fee negotiations with the CM at Risk until the Selection Committee has reached an acceptable contract with one of the prequalified CM at Risk firms in accordance with M.G.L. c. 149A § 6(e).
- (f) If, at any time, the Owner terminates the Owner-CM at Risk contract, the Designer shall continue to provide the Designer Services required under this Contract with

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

7.5.2 Design Review for the CM at Risk Construction Delivery Method

- (a) The Designer shall provide Designer Services in a manner consistent with the CM at Risk Delivery Method, as defined herein, in all Phases of the Project and shall work cooperatively with the CM at Risk, as well as the Owner, OPM, Commissioning Consultant and the Authority to achieve timely completion of the Project within the Project Construction Budget.
- (b) Upon execution of the Owner-CM at Risk Agreement, the Designer shall:
 - 1. meet with the Owner, the OPM and the CM at Risk to discuss issues and to establish procedures for efficient interaction in a cooperative and mutually supportive manner that will permit all parties to perform their contractual obligations. These procedures shall include, but not be limited to: arrangements for the collaboration and coordination between the Designer and the CM at Risk in the preparation and submission of all design phase documents to the Owner; arrangements for discussions concerning all design phase document submittals among the Owner, OPM, CM at Risk and Designer; and arrangements for frequent and productive interactions between the Owner, OPM, CM at Risk and Designer during all the design phases.
 - 2. provide copies of the schematic design drawings, specifications, cost estimates and other submittals to the CM at Risk, to assist the CM at Risk in fulfilling its responsibilities to the Owner. The Designer shall consult with the CM at Risk and provide the CM at Risk with an opportunity to review and comment upon deliverables developed by the Designer during the Schematic Design Phase.
- (c) The Designer shall attend and participate in meetings as necessary with the CM at Risk, the Owner and the OPM to resolve all issues.
- (d) The Designer shall consult with the Owner, the OPM, and the CM at Risk regarding the sequence of delivery of design services; the selection of materials, building systems and equipment; alternative solutions recommended by the CM at Risk when design details affect construction feasibility, schedules, cost or quality; other value engineering comments and recommendations made by the CM at Risk; comments and recommendations concerning the design documents with respect to clarity, consistency, constructability,

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

- (e) The Designer may be required, as a part of Basic Services if previously agreed with the Owner, to prepare plans and specifications for discrete portions of the Work that can be incorporated into separate bid packages for the various Subcontractors who will construct the Project. Such contracts may be awarded concurrently with other contracts or individually, or at different points in time, which may result in the Designer completing portions of the design after commencement of construction of the Project and/or providing Construction Phase services before completion of all design phase services. The design for each separate bid package shall separately be subject to all requirements applicable to the various phases set forth in this Contract and shall be performed in a manner consistent with the provisions of the Project Funding Agreement, including, but not limited to, the Project Construction Budget and Project Schedule.
- (f) The Designer shall consult with the CM at Risk concerning the ordering and delivery of products and assemblies and shall identify and describe any long lead products or assemblies that need to be priced and pre-ordered to meet the Project Schedule.
- (g) The Designer shall identify and describe any multiple bid packages or fast-tracked construction that will be used and any separate bid packages that will be required.

7.6 Design Development Phase

- 7.6.1 The Designer shall provide the CM at Risk with an opportunity to review and comment upon design documents developed by the Designer during the Design Development Phase. The Designer shall work cooperatively with the CM at Risk throughout the Design Development Phase of the Project to obtain the benefit of the knowledge and experience of the CM at Risk with respect to design review, value engineering, constructability analysis, cost estimating, cost control, scheduling, coordination of bid packages, phasing, and other services and, with the approval of the Owner, the Designer shall thereupon incorporate recommended and mutually accepted changes into its design documents.
- 7.6.2 Upon receipt of an Approval to proceed to the Design Development Phase, the Designer shall meet regularly and as necessary with the Owner, the OPM, the CM at Risk and the Authority. This shall include meeting at least once every other week with the Owner, the OPM and the CM at Risk during this Phase.

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

- (a) a list of all filings and permits within Designer's scope of services and professional expertise required to implement the design and a schedule of target dates for the procurement of such permits, which list and schedule shall be regularly updated during the term of this Contract;
- (b) information and documentation within the technical expertise of the Designer and that is necessary for the Owner to file local basic zoning and environmental permits. The Designer, as Extra Services, shall provide information and documentation for the Owner to file Environmental Notification Forms, Environmental Impact Reports, and any other filings for permits that must be filed during the design development phase;
- (c) soils exploration data, geotechnical and geoenvironmental reports, showing exploratory locations relative to siting of proposed structures;
- (d) complete design development drawings; outline specifications indicating any filed sub-bid sections and sub-sub trades based on the cost of the work and other documents necessary to specify the size and character of the Project as to siting, landscape, architectural, structural, fire protection, plumbing, heating, ventilating and air conditioning, electrical, ADA/MAAB, product requirements, and other features;
- (e) quality control documentation demonstrating, without limitation, coordination of: ceiling clearances, mechanical room size, and shaft sizes; specifications and drawings; filed sub-bid work or sections; scheduling; equipment and power; existing and new construction; and phasing;
- (f) design development drawings which the Designer shall submit for review to the local building official;
- (g) a life cycle cost analysis to determine which design decisions related to all energy and water consuming devices and overall building operation and maintenance are the most cost effective [M.G.L. c. 149, s. 44M];
- (h) a construction cost estimate for the design in Uniformat II Level 3 format, with unit rates and quantities supporting each item and reconciled with the detailed construction cost estimate and any updated cost estimates in accordance with Article 7.6.7. The estimate cost shall be projected, to the mid point of the construction period;

- (i) a space measurement analysis for the design verifying that the sum of all program areas in the Project plus all other floor areas in the Project equals the gross floor area of the Project;
- (j) a written summary or summaries comparing the project design, as represented in the design development drawings, specifications and cost estimates with the Final Design Program requirements, and explaining any deviations in writing.

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

- (a) Site and utility drawings showing;
 - 1. Existing and proposed contours and locations of the proposed building or addition(s). Show entry level elevation and key exterior grades at perimeter. Indicate all retaining walls. Include benchmarks of site if survey is available.
 - 2. All utilities existing and proposed, indicating location, elevation, composition and size e.g., manholes, sewers, hydrants, light standards. Include work by others, e.g., gas and electric utility providers.
 - 3. Roads, laid out parking areas, walks, recreation areas, terraces and other site improvements.
 - 4. Building locations fixed and referenced from main survey baseline, if available.
 - 5. Plant materials with preliminary schedule.
- (b) Building drawings and other graphic and written requirements with floor plans showing: (minimum scale 1/8" = 1'0");
 - 1. building perimeter with exterior wall thicknesses and overall dimensions;
 - 2. structural grid;
 - 3. plan requirements of mechanical and electrical systems;
 - 4. building core; elevators, stairs, shafts, toilet rooms;
 - 5. interior partitions; appropriate thicknesses and dimensions to fix basic organizations; indicate fire separations, ratings;
 - 6. door swings;
 - 7. floor elevations;

8. built-in furniture and equipment; and
 9. furniture layout concept drawings.
- (c) Roof plans showing:
1. proposed systems type;
 2. pitch and drainage patterns;
 3. roof drains, gutters and scuppers;
 4. skylights, stairs through roof, penthouses, major equipment, chimneys.
- (d) Building sections: One transverse and one longitudinal section. Indicate floor to ceiling heights and floor-to-floor heights. Label all spaces;
- (e) Building elevations showing:
1. full height elevations including roof structures, e.g., mechanical equipment, chimneys, and penthouses;
 2. floor elevations, floor-to-floor heights, and overall height related to benchmarks on site plans;
 3. all fenestration;
 4. column centerlines;
 5. principal finish materials indicating major control and expansion joints, and divisions of materials where required;
 6. louver and equipment enclosure systems; and
 7. exterior grades and topographical features in context.
- (f) Full height wall sections for main elevations and at special conditions. Show foundation and perimeter treatment, wall construction including insulation and supporting structure, fenestration and mechanical penetrations, and floor construction;
- (g) Interior elevations: Major spaces, e.g. library, lobby; and all typical spaces, e.g. classrooms;
- (h) Reflected ceiling plans: show prototypical structural, fire protection, mechanical and electrical information for classrooms and major spaces, including lighting layouts with ceiling heights and material changes;
- (i) Colored interior elevations and perspectives of major and typical spaces;
- (j) Schedules:
1. finish schedule by room types;
 2. door schedule by room;
 3. window schedule;

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

(k) Structural Concepts:

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

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

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

(n) Heating, Ventilating and Air Conditioning Systems;

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

(o) Electrical Systems;

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

8. CATV/CCTV drawings showing chases, major equipment locations and any special distribution requirements.
 9. Information Technology drawings showing chases, major equipment locations and any special distribution requirements.
- 7.6.5 Other Consultant's Drawings and Other Graphic and Written Requirements: For special consultants, e.g., kitchen, elevator, library, media room, equipment where appropriate, provide drawings that locate and define the scope of the work. Coordinate with other disciplines. Provide cuts of all major pieces of equipment.
- 7.6.6 Project Manual Requirements (Specifications):
- (a) Outline Specifications that are to accompany Design Development Drawings shall be prepared to a level of detail that is standard and customary and shall include, but not be limited to, a comprehensive description of the Project and the materials proposed for use in the work. No detailed specifications of materials or workmanship procedures need be included; however, the general scope shall be indicated by CSI MasterFormat as applicable to proposed construction.
 1. The Design Development Outline Specification shall also include a comprehensive "BASIS OF DESIGN." The "BASIS OF DESIGN" shall be a narrative description of the Project and shall include all applicable architectural, civil, structural, mechanical and electrical programs and/or systems. Identify all proposed filed sub-bid categories.
 2. Project Manual shall include a statement to define Work which is proposed to be included in separate construction phases and/or bid packages.
 - (b) The following is a list of items that shall at a minimum be identified or outlined in this Phase.
 1. Site work; clearing, drives, walks, parking areas, fences, excavation, backfill, planting.
 2. Footings; on earth, rock, piles, caissons, proposed bearing pressures, boring logs.
 3. Foundation walls; type of concrete, reinforcing, type and extent of waterproofing.
 4. Footing drains; type, disposal of drainage.
 5. Exterior walls: superstructure, type, materials, brick type, alternate cladding, back-up materials, dampproofing material and extent, special features.
 6. Roofs; types, vapor barrier, insulation, flashings, all materials.
 7. Flashings; general types, all materials, weights, where each type is to be used.
 8. Sheet metal; gutters, leaders, others uses, except flashings.
 9. Windows; general types, materials, sub-frames, finish, glazing, screens.

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

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

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

31. Special features.

- 7.6.7 Construction Cost Estimate Requirements – The Designer shall provide a construction cost estimate in Unifomat II Level 3 format with aggregated unit rates and quantities supporting each item referenced in Article 7.6.6(b). The estimate cost shall be projected, to the mid point of the construction period.

The Designer shall review its construction cost estimate in comparison with the detailed construction cost estimate, and any updated cost estimates, provided by the CM at Risk and/or OPM and shall work in good faith and in cooperation and coordination with the CM at Risk and/or OPM to reconcile any differences between the construction cost estimates, to clarify assumptions upon which the cost estimates are based and to address any concerns or questions with the cost estimates that are raised by the Owner, the OPM, the CM at Risk, or the Authority. If the Designer is unable to reconcile all differences between the two construction cost estimates with the CM at Risk, then the Designer shall provide a detailed explanation of the differences to the Owner. If, in any case, the agreed-upon, reconciled construction cost estimate exceeds the Project Construction Budget, the Designer shall cooperate with the Owner, the OPM, and the CM at Risk in identifying, specifying and recommending changes in materials, equipment, component systems and types of construction, or other adjustments in the scope or materials selections for the Project, including contingencies or alternative bid items, so as to facilitate revision of the design of the Project to reduce the cost of construction so as to comply with the authorized Project Construction Budget.

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

- 7.6.8 Reports, drawings, specifications, cost estimates and other design development submittals shall be subject to the written approval of the Owner and the Authority. Unless a lesser number is requested by the Owner, the Designer shall submit to the Owner for approval six (6) copies of Design Development drawings, specifications, cost estimates, and other submittals. Two (2) copies shall be submitted to the Authority by the Designer. The Designer submit to the CM at Risk one copy (1) of Design Development drawings, specifications, cost estimates and other submittals to assist the CM at Risk in fulfilling its responsibilities to the Owner.

- 7.6.9 The Designer shall present and explain the Design Development submittal to the Owner and the Authority and at a local public meeting scheduled by the Owner, if any such meeting is scheduled or in conference.
- 7.6.10 The Designer and its Subconsultants shall collaborate with the Authority's Commissioning Consultant to develop design criteria which will support the purposes of building commissioning and energy/resources conservation concepts as commonly understood and as prescribed by the Commissioning Consultant.

7.7 Construction Documents Phase:

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

- 7.7.1 The Designer shall provide the CM at Risk with an opportunity to review and comment upon design documents developed by the Designer during the Construction Documents Phase. The Designer shall work cooperatively with the CM at Risk throughout the Construction Documents Phase of the Project to obtain the benefit of the knowledge and experience of the CM at Risk with respect to design review, value engineering, constructability analysis, cost estimating, cost control, scheduling, coordination of bid packages, phasing, and other services and, with the approval of the Owner, the Designer shall thereupon incorporate recommended and mutually accepted changes into its design documents.
- 7.7.2 The Designer shall meet regularly and as necessary with the Owner, the Authority, the OPM, the CM at Risk and the Commissioning Consultant. This shall include meeting with the Owner at least twice per month (or more frequently if needed) during this Phase.
- 7.7.3 Based on the submittals approved in the Design Development Phase of the Project, the Designer shall update and refine the items previously submitted and shall submit the following to the Owner, the CM at Risk, and the Authority on or before the date and time specified in the Project Schedule:
- (a) Construction documents progress submittals as follows:
1. a 60% Construction Documents Submittal, with deliverables as defined in Article 7.7.4;
 2. a 90% Construction Documents Submittal, with deliverables as defined in Article 7.7.5;
 3. a Final Construction Documents Submittal, with deliverables as defined in Article 7.7.6;
 4. a Bid Documents Submittal, with deliverables as defined in Article 7.7.7

- (b) As a part of each of the submittals required under Articles 7.7.4, 7.7.5, and 7.7.6, an updated work plan and recommended updates for incorporation into the Project Schedule by the OPM;
- (c) As a part of each of the submittals required under Articles 7.7.4, 7.7.5, and 7.7.6, a report on the status of environmental, zoning, planning, building code, and ADA/MAAB approvals and permitting processes and a certified list of all required testing and all required permits identified in 7.6.3 (a).
- (d) All submittals by the Designer shall be subject to the written approval of the Owner, which approval shall not be unreasonably delayed, withheld, conditioned, or denied. Unless a lesser number is requested by the Owner or is specifically provided hereinafter, the Designer shall furnish to the Owner for approval six (6) sets of the drawings, specifications, construction cost estimates and all other submittals. Unless a lesser number is specifically provided hereinafter, the Designer shall furnish two (2) sets of said drawings, specifications, construction cost estimates and all other submittals to the Authority and shall furnish one (1) set thereof to the CM at Risk. The Designer shall also furnish to the Owner, the Authority, and the CM at Risk electronic media copies of the foregoing drawings and documents in such form as may be required by the Authority.

7.7.4 The 60 Percent Construction Documents Submittal:

- (a) The Designer shall provide, on or before the date and time specified in the Project Schedule, a 60 % Construction Documents Submittal (60% CD Submittal), which shall include:
 - 1. Construction Documents and other deliverables, as defined in this Article 7.7.4 and as further defined in Articles 7.7.3, 7.7.8, 7.7.9, and 7.7.10, advanced to a level of intermediate (60 percent) completion, and incorporating corrections to indicate compliance with Owner and Authority review comments related to prior submittals.
 - 2. In instances where the Designer takes exception to the Authority's previous review comments on the Design Development submittal, a written statement explaining its position.
 - 3. The Basis of Design that accompanied the Outline Specifications in the Design Development Phase shall be updated and expanded to include all proposed architectural, structural, fire protection, plumbing, mechanical, electrical, civil, and landscape design concepts for the Project.
 - 4. A space summary, in the form and format prescribed by the Authority, that sets forth the current space calculations and totals and certifies that said space calculations and totals are in compliance with those previously authorized by the Authority in the Project Funding Agreement.

5. Keying of graphics shall be sufficient to allow a reviewer to make his or her way through the set.
 6. A list of all drawings related to the Project.
 7. A materials selection statement identifying typical interior and exterior surfaces and their materials.
 8. A color theory statement indicating proposed paint colors and material selections for typical and special spaces and why they have been selected and how these selections relate to surrounding materials and colors.
 9. Large scale plans of all mechanical and electrical spaces with major equipment indicated.
 10. Project Manual, including all sections to be included in final technical specifications, developed to include a list of all materials in the building with their manufacturers. Identify all specifications sections which need to be filed sub-bid.
 11. Identify all proposed bid alternates by inclusion in a project manual section to be titled "Alternates." Alternates shall be listed in sequence as approved by the Owner. Work required under bid alternates shall be described and/or drawn, as appropriate, to clearly define the design criteria and extent of work involved for implementation of the bid alternate. In each instance, the existing conditions and/or new design criteria for base bid work shall also be described and indicated in documents.
 12. Code analysis: Provide a building code analysis. Any deviation from methods of compliance described in earlier submittals shall be indicated. Code analysis shall identify its preparer, code edition referenced, and include a comprehensive description of operative building code provisions, with floor plans showing fire separation types, area calculations, egress capacity for exits and exitways, and any special features required to comply.
- (b) As a requirement of the 60% CD Submittal, and in accordance with the provisions of this paragraph and Article 7.7.10, the Designer shall provide a construction cost estimate prepared using the Unifomat II Classification to Level 3, the CSI MasterFormat 6-digit format to Level 3 and MGL c.149 §44F (filed sub-bid) format including quantities of all materials and unit prices of labor, equipment, and materials as well as a cost estimate for each item of work, for review by the Owner, the CM at Risk and Authority. The Designer shall submit said construction cost estimate separately, as a supplement to the 60% CD

Submittal, no later than twenty-one days after the submission of the 60% CD Submittal described in Article 7.7.4(a). The development of said construction cost estimate shall under no circumstances delay the timely submission of the remainder of the 60% CD Submittal.

7.7.5 The 90 Percent Construction Documents Submittal:

- (a) The Designer shall provide, on or before the date and time specified in the Project Schedule, a 90 % Construction Documents Submittal (90% CD Submittal), which shall include:
1. Construction documents and other deliverables as defined in this Article 7.7.5 and as further defined in Articles 7.7.3, 7.7.8, 7.7.9, and 7.7.10, advanced to a level of substantial (90 percent) completion, and incorporating corrections to indicate compliance with Owner and Authority review comments related to prior submittals.
 2. A space summary, in the form and format prescribed by the Authority, that sets forth the current space calculations and totals and certifies that said space calculations and totals are in compliance with those authorized by the Authority in the Project Funding Agreement.
 3. Interior Materials Color Boards, including samples of principal interior materials, labeled and mounted to indicate locations.
 4. Final structural and energy design calculations.
 5. A statement confirming that the Owner has been provided with structural design drawings, specifications, and calculations sufficient to enable execution of an independent structural peer review process, as defined in the Massachusetts Building Code, as amended (this requirement is applicable, to satisfy Authority requirements for all school construction projects having a floor area in excess of 10,000 square feet). The Designer shall have advised the Owner of this requirement in writing not less than sixty (60) days prior to delivery of the 90% CD Submittal in order for the Owner to arrange for the services of an Independent Structural Peer Reviewer. Upon reaching 90 percent completion of construction documents, Designer's structural engineering consultant shall have reached a level of 100 percent completion of its construction documents to enable advancement of the independent structural peer review.
 6. The Designer and its consultants shall fully cooperate with the Independent Structural Peer Reviewer in the process. The Designer shall obtain a copy of the Independent Structural Engineering Review report and submit same to the

Owner and the Authority at the time of completion of the remainder of the construction documents at the level of final completion.

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

7.7.6 Final Construction Documents Submittal:

- (a) The Designer shall provide, on or before the date and time specified in the Project Schedule, a Final Construction Documents Submittal, which shall include:
 1. Construction documents and other deliverables as defined in this Article 7.7.6 and as further defined in Articles 7.7.3, 7.7.8, 7.7.9, and 7.7.10, advanced to a level of final (100 percent) completion, and incorporating corrections to indicate compliance with Owner and Authority review comments related to prior submittals.
 2. a final construction cost estimate, in accordance with the provisions of this paragraph and Article 7.7.10, based on 90% Construction Documents, including cost estimates for general conditions, overhead and profit, insurance, bonds, and all other items; and allowances expressed as percentage rates for design contingencies and construction contingencies and escalation to the bid date; and other mutually agreed upon contingencies. The final construction cost estimate shall be prepared in Unifomat II Elemental Classification to Level 3 (Sections A-G inclusive), the CSI MasterFormat to Level 3 and M.G.L. c.149, §44F (filed sub-bid) format and shall be complete with a single line description for each item with the detailed unit rate or item cost buildup provided in each case.
 3. complete construction drawings and specifications, certified by the Designer as having satisfied the firm's quality control review process as previously confirmed with the Owner, in sufficient detail to permit fixed-price bids in open competition for construction of the Project when documents have been approved for issuance for bidding.
 4. no later than at the 100% stage of completion of the final drawings and specifications, two sets of the final drawings and specifications that shall be provided to the local building official to be signed and stamped "Approved" by the local building official; two sets of plumbing drawings and specifications that shall be provided to the local plumbing inspector to be signed and stamped "Approved" by the local plumbing inspector; two sets of the fire protection, HVAC, and electrical construction documents that shall be provided to the local fire official to be signed and stamped "Approved" by the local fire official; two sets of the electrical construction documents that shall

be provided to the local electrical inspector to be signed and stamped "Approved" by the local electrical inspector. Notwithstanding the foregoing, the Owner acknowledges that building officials, department inspectors, and fire officials have varying policies on approvals and submittal procedures, and the only obligation of the Designer in this regard is to promptly make the submittals described herein and assist the Owner or CM at Risk in receiving the approvals to the extent available.

5. at the 100 percent stage of completion of final drawings and specifications, a written summary comparing the final construction drawings and specifications and final estimated construction cost with the Final Design Program requirements and submittals made during the Design Development Phase and earlier in the Construction Documents Phase, explaining any significant deviations.
6. In instances where the Designer takes exception to any of the Authority's 90% CD Submittal review comments, a written position statement explaining the Designer's position on its exceptions to said review comments.
7. The Independent Structural Engineering Peer Review Report obtained from the Independent Structural Engineering Peer Reviewer referenced in Article 7.7.5(a)5. The Designer shall include a certification statement from the project structural engineer designer of record to acknowledge receipt of the Report and to indicate response actions pursuant thereto. The Designer shall also forward a copy of said Report to the Building Inspector
8. A certification that all applicable local, state and utility officials have been contacted by the Designer regarding each utility connection and that the persons responsible for permits or connection approval have agreed to the systems' use.

7.7.7 Bid Documents Submittal:

- (a) The Designer shall provide, on or before the date and time specified in the Project Schedule, a Bid Documents Submittal which shall include:
 1. Construction documents and other deliverables as defined in this Article 7.7.7 and as further defined in Articles 7.7.3, 7.7.8, and 7.7.9, incorporating corrections to indicate compliance with Owner and Authority review comments related to prior submittals.
 2. From the construction drawings and specifications approved by the Owner, incorporating such changes as the Owner or the Authority requires, a set of reproducible black and white drawings and original specifications on high quality white bond paper, single-sided, properly packaged, suitable for

reproduction, stamped and signed by all disciplines, that shall be prepared by the Designer and transmitted to the Owner; which documents shall become the property of the Owner as provided under Article 16. Other suitable reproducible media, having the same content shall be substituted, when so directed or authorized by the Owner.

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

7.7.8 Drawing Requirements:

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

- (a) General information showing drawing index, symbols, abbreviations, notes, location map.
- (b) Site drawings shall be complete to define the extent and detail of site work. Show the following:
 1. Layout and location of all proposed work including buildings, structures, retaining walls, parking, walls and all other site improvements, with details.
 2. Existing and proposed grades and contours including floor elevations, existing structures and topography, survey base line, bench marks and boring locations.
 3. Landscaping and planting.
 4. All utility service lines, systems and structures for electricity, gas, oil, water, steam, telephone, CATV, fire alarm, sanitary and storm drainage including size, composition, grades and directions of flow.
 5. Contract Limit Line and Storage Area for construction materials.
 6. All existing foundations, obstructions and other physical characteristics of the site which may affect the construction work.
 7. Site survey.
 8. Cuts of benches, light standards.
- (c) Demolition drawings and temporary work required.
- (d) Architectural drawings shall include at a minimum:

1. Floor plans of each floor, including basement and lofts or attic with room and corridor dimensions, wall thicknesses, column locations, floor elevations, mechanical and electrical openings, door and window designations, partition types, floor materials, built in furniture and equipment, keyed to other architectural drawings. All rooms numbered.
2. Large scale floor plans where required to illustrate detailed requirements of rooms.
3. Large scale plans showing key areas e.g. lobby, special spaces. Indicate surface materials. (minimum scale $\frac{1}{4}'' = 1' - 0''$)
4. Roof plans showing openings, drainage, slopes, expansion joints and all projections, including equipment.
5. Key plans on all floor plans and section drawings, where appropriate.
6. Building Sections as required to show spatial organization of building but no less than one longitudinal and one transverse.
7. Building elevations. All building elevations shall be fully developed, and hidden elevations shall be shown. Elevations shall be shown in a sequence as unfolded from a certain point.
8. Full height wall sections indicating dimensions, flashing, anchorage, reinforcing, coursing, cladding, and all other conditions at wall, roof, foundation, interior floors.
9. Exterior details, for roofing, flashing, expansion control and construction joints, waterstops and other details showing all conditions both vertical and horizontal, including schedules.
10. Door, window, entrance, and storefront, schedules, and details.
11. Vertical circulation plans, sections and details including stairs, elevators, conveyors, dumbwaiters.
12. Interior elevations of all significant and typical spaces.
13. Interior details including casework, paneling surfacing and acoustical treatment.
14. Reflected ceiling plans coordinated with fire protection, mechanical and electrical drawings, and ceiling details.
15. Schedules (clearly define new or existing)
 - a. Doors
 - b. Equipment, e.g. for services
 - c. Partitions
 - d. Finishes

(e) Structural drawings shall indicate the following:

1. Indicate or refer to location of geotechnical exploration data and reports related thereto.
2. Foundation plans with bottom grades showing layout of all footings, walls, slabs on grade including reinforcing, grade beams, and columns; include design soil bearing pressures and live loads.

3. Floor and roof plans of structural systems including framing, grades of finished floors and depressed areas, with locations and dimensions for all openings. Also indicate design floor loads.
 4. Complete foundation wall elevation and typical sections, with reinforcing indicating location, dimensions and grades for all footings, steps and wall openings.
 5. Complete details and sections with dimensions for all construction including expansion and construction joints, reinforcing and other embedded items.
 6. Schedules (with dimensions) for all lintels, beams, joists, and columns.
 7. Unless detailed on the Drawings, the following information shall appear in the general notes: class and 28 day strength of concrete for each portion, structural steel and concrete reinforcing design stresses for each type of structural member, concrete cover for each type of structural member, shrinkage and temperature steel requirements, reinforcing laps for main reinforcing and temperature steel; bendpoint, cutoff, and hook locations for all members, minimum beam and lintel bearing. Reinforcing steel fabrication shall be in accordance with most recent ACI, "Manual of Standard Practice for Detailing Reinforced Concrete." Structural steel fabrication shall be in accordance with the AISC "Manual of Steel Construction."
- (f) Fire protection drawings shall indicate standpipe systems, sprinkler systems, suppression systems, access panels, fire pumps, accessories, and piping. All piping, equipment, fixtures and devices shall be located and sized. Design criteria shall be provided on the drawings in accordance with NFPA requirements.
1. Fire protection work, other than site work, shall not be combined on the same sheets with the Plumbing, HVAC, Electrical, or other drawings except with the prior approval of the Owner.
- (g) Plumbing drawings shall indicate the following:
1. All work done by the Plumbing Subcontractor, which includes all water, gas, air, vacuum, medical gases, sanitary and storm wastes, and accessories. Include foundation drain lines unless established as the work of the CM at Risk and shall not be indicated on the Plumbing Drawings. Site utilities shall be indicated on the utility drawings.
 2. Plumbing work, other than site work, shall not be combined on the same sheets with the Fire Protection, HVAC, Electrical, or other drawings except with the prior approval of the Owner.
 3. Trapping and venting of all plumbing fixtures including floor drains.
 4. Water and gas supply sources, storm and sanitary discharge mains.
 5. All piping shall be carefully sized and all sizes shall be indicated on drawings and riser diagrams. Indicate all directions of flow and pitch on piping.

6. All accessories, valves, fixtures including all drinking fountains, grease traps for kitchen waste and all necessary panels, identified as to type and size.
7. All piping and connections required for other trades (e.g., kitchen equipment, HVAC make-up water, etc.).
8. Acid waste, vents and neutralization systems for laboratories.
9. Plumbing Legend and/or graphical symbols on the first sheet of the Plumbing Drawings in accordance with the American National Standards Institute (ANSI).
10. Plumbing riser diagrams for structures two or more stories in height above the ground level.
11. Domestic water booster pumps, boiler feed water, meter location, hose bibbs, and wall hydrants.
12. Domestic hot water: storage tanks, piping material, hanger details.
13. All required access panels shall be indicated.
14. Backflow preventors and cleanouts. Verify that access and clearance provisions for periodically inspected devices, including backflow prevention, are adequate to satisfy requirements of inspecting agencies.

(h) Heating, Ventilating and Air Conditioning Drawings shall indicate the following:

1. HVAC work, other than site work, shall not be combined on the same sheets with Fire Protection, Plumbing, Electrical, or other drawings except with the prior approval of the Owner.
2. All piping and ductwork systems shall be located and sized. All ductwork shall be shown double line.
3. All systems shall be sized at all reductions and riser diagrams of piping and duct systems shall be indicated.
4. All directions of flow and pitch on piping, and direction of flow, volumes for duct systems shall be indicated.
5. All equipment shall have sufficient servicing and/or replacement space indicated on drawings.
6. All equipment, accessories, valves and dampers with all necessary access panels, identified as to type and size. Access panels, where required for access to valves and dampers shall be indicated on drawings.
7. Cooling system pumps, chillers, cooling towers, air handling units, ductwork system and dampers, fan details, temperature control system, air and hydronic balancing equipment, and schedules shall be indicated.
8. Cooling tower design shall be indicated on the drawings showing site location, elevations and floor plan of equipment layout and typical flow diagram as related to the total HVAC system.
9. All fire and smoke dampers, access panels and doors.
10. Mechanical room designs:

- a. Vent pipes for safety valves, relief valves, back pressure valves and tanks shall be extended above flat roofs in accordance with all governing authorities.
- b. In all designs for boiler and refrigeration plants, include a complete floor plan indicating location of all major mechanical equipment and sufficient service space.
- c. In designs of new and/or replacement boiler and refrigeration plants, provide a flow diagram detailing steam or hot water distribution systems, return systems, including all existing equipment and their function, as well as any proposed expansions with all necessary instrumentation and controls.

(i). Electrical Drawings shall indicate the following:

- 1. Site utilities shall be indicated on separate electrical site drawings, unless ample space is available on common site for utility drawings.
- 2. Electrical work, other than site work, shall not be combined on the same sheets with Fire Protection, Plumbing, HVAC, or other drawings except with the prior approval of the Owner.
- 3. General arrangement: Outline layout of each floor. Typical sections through the structure shall be indicated when necessary to define requirements, floor and ceiling heights, elevations, and type construction, including concrete pads shall be indicated. Indicate interface with other systems. Identify any work by other trades.
- 4. Interior lighting system: Light fixture schedules, circuiting location and mounting heights of all fixtures, receptacle and switch outlets, sizes and types of all lamps, conduits, all other accessories and riser diagrams shall be indicated on drawings. Indicate details and method of supporting electrical fixtures and conduits. Designer shall specify that all electrical lighting fixtures be supported from the building structure, and shall be independent of ducts, pipes, ceilings and their supporting members. Comply with seismic design criteria.
- 5. Power system: Locations, types and method of control for all motors, heaters, appliances, controllers, starters, branch circuits, feeder conductors and conduits. Indicate riser diagrams. Show details and indicate method of supporting electrical conduit. For larger projects, thermostats and control wiring are normally covered under the HVAC sub-contract, assure coordination.
- 6. Fire Alarm, Data, Communications, CATV/CCTV Systems: Locations and types of all devices, outlets and equipment, service connections, wiring diagrams, all other essential details.
- 7. Services: Location and details of all services, whether overhead or underground, feeder sizes, plans and elevations of switchgear and

transformers, metering and service switchboard arrangements, wiring and ground fault diagram and bus ducts.

8. General and sub-stations: Location, size, method of connection and protection of all generators, transformers, exciters, motor generators, switch gear, and associated equipment, current characteristics and equipment capacities. Indicate equipment connections by means of one line and/on wiring diagrams and schedule all major items of equipment and all instruments.
9. Underground work: The size and locations of manholes and types of cables, number, size, and location of ducts, locations, sizes and types of cable supports, fireproofing, duct line profile, and one line diagram of connections. All underground chambers, including manholes and pull-boxes, shall be constructed of cast in place or one piece pre-cast concrete.
10. Pole line work: if required as contract work, indicate location, length, treatment and class of poles, guying, cross arms, insulators, circuiting, transformers, protective and switching devices, lightning arresters, special structures, diagrams, current characteristics and grounding.
11. Exterior lighting: Location, size, and type of transformers, luminary, poles, light standards, cables, ducts, and manholes, details of control equipment and connection diagrams.
12. Emergency system details including transfer switch, type of fuel.
13. One line diagram indicating load KVA, and available short circuit amperes at each transformer, switchboard, distribution panel board, branch circuit panel board, and at major pieces of equipment.
14. Riser diagrams for all systems.

7.7.9 Project Manual Requirements:

- (a) The format for the Project Manual, including its technical specifications shall be in accordance with the current CSI MasterFormat with separate sections for each of class of work required by M.G.L. c. 149 §44F.
- (b) The following general information applies to the development of final Specifications:
 1. Describe the extent of the work, the materials and workmanship, and include the work under the proper section. If any portion of the work included in a section of the Specifications is to be performed by a trade covered by another section, there shall be clear and distinct cross-referencing between the sections. Merely to state “by others” is not acceptable.
 2. For each item of material or equipment, the specifications shall provide for a minimum of three named brands of material or equipment and the words “or equal” or a description of material or equipment which can be met by a minimum of three manufacturers or producers, and the words “or equal.” Proprietary products shall not be specified except as provided by M.G.L. c.

30, § 39M; however, when they are specified, proprietary specifications are subject to the “or equal” provisions of M.G.L. c.30, § 39M.

3. Specify materials mined or manufactured in Massachusetts first and the United States of America second whenever possible.
4. Do not use general clauses intended to be all-inclusive in lieu of complete descriptions.
5. Do not duplicate standard requirements that are contained in the contract form.
6. Use consistency throughout. The word “will” shall be used to designate what the Owner, Authority, Owner’s Project Manager, Commissioning Consultant, or the Designer can be expected to do, and the word “shall” shall be used to designate what is mandatory for the CM at Risk or subcontractors to do.
7. Use the same term throughout for the same subject and the term shall be the same as that used on the drawings.
8. Do not use the term “etc.”
9. Avoid such terms as “to the satisfaction of the Designer,” “as directed by the Designer,” “as approved” and “as required.”
10. Specify work in appropriate Sections according to local trade jurisdiction.
11. Avoid the use of the following symbols:

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

12. In sections for which filed sub-bids are required, refrain from using such terms as “the Contractor,” the “Heating Contractor,” or “the Plumbing Contractor,” but where necessary for clarity refer to the “HVAC Subcontractor,” the “CM at Risk” and the like.
13. Do not give numbers both in words and figures. Numbers less than 10 shall be written in words, 10 and higher numbers shall be written in figures. In expressing dimensions, figures such as 2 in., 16 in., 7 ft., 6 in., shall be used.
14. Each filed sub-bid section shall detail all labor and materials required by the particular sub-trade and list, by number, those drawings (and only those drawings) indicating work of that sub-trade. In addition, list drawings indicating work of a particular trade that appears on drawings that are not customarily included in the work of the trade, when applicable.
15. Do not specify that a product or system shall require prequalification or advance approval prior to bidding.

16. Established unit price items shall be used for work categories which cannot be ascertained for exact quantities in bid documents (e.g. earthwork removal and/or replacement items). In such cases, the Designer shall establish ranges of quantities with associated unit price values for each range. Unit price values shall be established for added work, for deleted work, for base bid quantities when conditions so-suggest. Unit price values shall be ascertained through consultation with cost estimators and the CM at Risk, be current, equitable, and well defined as to elements of work, overhead, like issues to be encompassed. Established unit prices shall be published within the applicable technical specification sections, and referenced from general conditions as being operative as the basis for determining values to be used for payment or recovery for change order work.
17. Staging, scaffolding, cutting and patching, refuse collection and disposal, demolition work and cleaning task, allocation policy and proposed language shall be carefully assigned to avoid duplication or omission.
18. A final draft of Project Advertisement, Notice to Bidders, Instructions to Bidders, Contract Forms, General Conditions, Supplementary General Conditions, and other “front end” documents shall be included in the 90% construction documents submittal, along with a final version of all text to appear in Division 1, General Requirements. The Designer may defer insertion of final advertising / bid dates and wage rates, understanding that they are to be established and inserted immediately prior to release of documents for bidding.

7.7.10 Construction Cost Estimate Requirements

- (a) The Designer shall provide the construction cost estimates described in Articles 7.7.4 and 7.7.6 in accordance with the following provisions:
 1. The Designer shall review its construction cost estimate in comparison with the detailed construction cost estimate, and any update cost estimates, provided by the CM at Risk and shall work in good faith and in cooperation and coordination with the CM at Risk to reconcile any differences between the cost estimates, to clarify assumptions upon which the cost estimates are based and to address any concerns or questions with the cost estimates that are raised by the Owner, the OPM, the CM at Risk or the Authority. If the Designer is unable to reconcile all differences between the two construction cost estimates with the CM at Risk, then the Designer shall provide a detailed explanation of the differences to the Owner and the Authority. If, in any case, the agreed-upon, reconciled construction cost estimate exceeds the Project Construction Budget, the Designer shall cooperate with the Owner, the OPM, and the CM at Risk in identifying, specifying and recommending changes in materials, equipment, component systems and types of construction, or other adjustments in the scope or materials selections for the Project, including

contingencies or alternative bid items, so as to facilitate revision of the design of the Project to reduce the cost of construction so as to comply with the Project Construction Budget.

2. Cost estimate data shall be organized to identify elements of project work which may be proposed to be advanced under separate construction phases and/or separate bidding packages. When so proposed, estimates shall develop cost data relative to corresponding bidding and work execution dates established in project schedules.
3. Cost estimates shall be projected to the mid point of the construction period.
4. The summary sheets shall contain the following:
 - a. The date that the estimate was prepared. (Value Date).
 - b. The anticipated bid date.
 - c. The project and contract number.
 - d. The title and location of the project.
 - e. The name of the Designer.
 - f. The name of the Estimator.
 - g. The site work cost (including all utilities).
 - h. The building cost (including fixed equipment).
 - i. The estimated construction cost of each Phase of the work, totaled.

7.7.11 The Designer shall participate in a final review of the Construction Documents with the Owner, the Owner's Project Manager, the Commissioning Consultant, and the CM at Risk, and the Designer shall incorporate such changes as are necessary to satisfy the Owner's review comments.

7.7.12 Guaranteed Maximum Price ("GMP")

- (a) When the Construction documents are 60% complete as determined by the Owner, or at such later time as may be designated by the Owner, the Designer shall prepare a fully coordinated set of the then-current Construction Documents, which shall be delivered to the CM at Risk and shall be the basis of the CM's GMP proposal.

- (b) The Designer shall provide technical assistance to the Owner and the OPM in the negotiation and development of a GMP with a CM at Risk in accordance with M.G.L. c. 149A, §7, that is acceptable to the Owner. The Designer shall meet with the Owner, OPM, and the CM at Risk to review the GMP proposal and the written statement of its basis. If the GMP proposal submitted by the CM at Risk exceeds the Construction Budget, the provisions of Articles 4.10.4 and 4.10.5 shall apply.
- (c) The Designer shall provide technical assistance to the Owner and the Owner's Project Manager in the negotiation, preparation and execution of any amendments to the Owner-CM at Risk contract, including, but not limited to, the Guaranteed Maximum Price ("GMP") amendment pursuant to M.G.L. c.149A, § 7 and any separate amendment for any construction work commenced before execution of the GMP amendment pursuant to M.G.L. c.149A, §7(b)(3).

7.8 Bidding Phase

- 7.8.1 The Designer shall, when authorized by the Owner, prepare for reproduction and distribution the construction bid documents required for the solicitation and receipt of statements of qualifications and bids from Trade Contractors. The Designer shall prepare all addenda (to include bidder questions and Designer responses), subject to the Approval of the Owner. The Designer shall attend the pre-bid conference if one is scheduled, taking note of all questions asked. Relevant questions submitted in writing shall be answered by the Designer by means of written addenda to the bid documents as required. The Designer shall attend each bid opening of the Trade Contractors (and of other bidders if necessary) and shall, within five working days of the respective bid opening dates, advise the Owner in writing of the Designer's opinions as to the bids of Trade Contractors (and of other bidders if necessary).
- 7.8.2 The Designer shall receive all inquiries relating to the bid documents and, when necessary, answer questions by preparing and issuing written addenda. The Owner shall review and approve all such addenda prior to issuance to bidders.
- 7.8.3 There may be multiple bid packages for the Project. Multiple bid packages may be assembled and bid concurrently or consecutively as a portion of the Project. Portions of the Project may be bid separately from other portions. The Designer shall appropriately staff and structure its design and construction phase performance to assist the Owner in the preparation, issuance, bidding and negotiation, if any, of so-called early bid packages as provided in G.L. c. 149A, § 7(b)(3).
- 7.8.4 If the Project has to be re-bid, or the GMP Amendment must be re-negotiated and amended because of a defect in the bid documents prepared by the Designer or in procedures proposed by the Designer, the Designer shall correct the defect and take the necessary actions for re-bidding the Project on proper bid documents without any additional compensation to the Designer.

- 7.8.5 The Designer shall review alternates and make written recommendations to the Owner as to their acceptance.
- 7.8.6 If the Owner executes a GMP Amendment for an amount that exceeds the amount established in the Project Construction Budget, such an award will not affect the Fee for Basic Services.

7.8.7 Trade Contractor Selection Process

(a) Trade Contractor Prequalification pursuant to M.G.L. c. 149A, §8(c)

1. The Designer shall participate as a member of the Owner's Trade Contractor Prequalification Committee established by the Owner pursuant to M.G.L. c.149A, § 8(b).
2. The Designer shall review the information provided by the CM at Risk describing the work to be required of each Trade Contractor and shall assist the Owner in the preparation of the Request for Qualifications for Trade Contractors to be used to solicit responses from eligible Trade Contractors and to prequalify Trade Contractors for participation in the Project.

(b) Request for Bids for Trade Contractor Services pursuant to M.G.L. c. 149A, §8(g)

1. The Designer shall assist and advise the Owner in the preparation of the Invitation for Bids for Trade Contractor services in accordance with the provisions of M.G.L. c. 149A, §8.
2. The Designer shall attend all pre-bid conferences and meetings.

(c) Trade Contractor Bid Review

1. The Designer shall attend all bid openings and shall review all Trade Contractor bids in conjunction with the Owner's Project Manager and CM at Risk to determine responsiveness, completeness, accuracy, price and conformance to the requirements of M.G.L. c.149A, § 8(g)-(i), and to provide technical guidance to the Owner regarding the acceptance or rejection of any Trade Contractor bid. Within five business days after the respective bid opening dates, the Designer shall advise the Owner in writing of the Designer's opinions as to the bids of Trade Contractors (and of other bidders if necessary).

7.8.8 Selection of Subcontractors Who Are Not Trade Contractors pursuant to M.G.L. c.149A, § 8(j) ("Non-Trade Contractors")

(a) Non-Trade Contractor Bidding

1. The Designer shall review the detailed bidding information developed by the CM at Risk in accordance with M.G.L. c. 149A, § 8(j) for accuracy, completeness, coordination of scope and conformance with the construction documents.

(b) Non-Trade Contractor Bid Review and Award

1. The Designer shall attend all bid openings and scoping meetings if permitted or otherwise allowed by law, and, in conjunction with the Owner's Project Manager and CM at Risk, the Designer shall review all Non-Trade Contractor bids for responsiveness and completeness and advise the Owner on the acceptance or rejection of any Non-Trade Contractor bids by the CM at Risk. The Designer shall, in conjunction with the OPM, attend all final scope and negotiation meetings conducted by the CM at Risk. The Designer shall, within five working days of the respective bid opening dates, advise the Owner in writing of the Designer's opinions as to the bids of Non-Trade Contractors.

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

- 7.9.1 Upon commencement of construction activities for the Work or early bid packages or at times established in Project schedules, the Designer shall:
- (a) Furnish the CM at Risk with information for establishing lines and grades and such supplemental drawings as are reasonably needed to implement the intent of the Construction Contract Documents;
 - (b) With reasonable promptness and in accordance with schedules agreed upon by the Designer and CM at Risk, observe testing when required under this Contract, and review and act upon samples, schedules, shop drawings and other submissions from the CM at Risk;
 - (c) Prepare, maintain and update logs for all submittals;
 - (d) Visit the site at intervals appropriate to the stage of construction, weekly or as otherwise agreed to by the parties, and observe the progress of the Work, issue written progress reports, and attend job meetings, and review and respond to meeting minutes prepared by the Owner's Project Manager, and to determine in general if the Work observed is being built in a manner indicating the Work when completed will be in accordance with approved Construction Contract Documents;

- (e) Collaborate with the on-site Project Representative of the OPM to identify and monitor issues of concern relative to the progress of the Work, and establish communications processes to help assure that matters of mutual concern are exchanged on a timely basis with one another, the OPM, CM at Risk, Commissioning Consultant, and Owner;
- (f) On a weekly basis, make specific recommendations on rejection of any Work observed by the Designer that fails to conform to the Construction Contract Documents, and observe corrected Work;
- (g) Require each Subconsultant engaged in accordance with Article 5 to make visits weekly or as otherwise agreed to by the parties during the progress of any work to which that Subconsultant's services relate, and to report upon it in writing to the Designer;
- (h) Recommend actions to be taken which may include condemnation or rejection of any work that the Designer determines fails to conform to the Owner- CM at Risk Agreement;
- (i) Review and recommend appropriate action for proposed requests for changes and where required by the Owner, prepare documents associated with requests for a change in any Construction Contract Documents. Compensation for change order work by the Designer shall be determined in accordance with Article 10;
- (j) Conduct semi-final and final inspections of the Project and report the results of such inspections in writing to the Owner;
- (k) In association with the Commissioning Consultant, review the report by such Commissioning Consultant on the balancing of air and water circulation systems;
- (l) In association with the Commissioning Consultant, review the report by such Commissioning Consultant on the setting and adjustment of automatic controls;
- (m) In a timely manner, decide all questions regarding interpretation of, or compliance with, the Construction Contract Documents, except as the Owner may in writing otherwise determine;
- (n) In association with the Commissioning Consultant, review the recommendations of such Commissioning Consultant for requirements upon operating and maintenance documents and building user training events and instructional media as established in the Construction Contract Documents; such Commissioning Consultant or OPM shall coordinate involvement of contracting parties, the Designer, and Owner;
- (o) Furnish the Record Drawings as submitted by the CM at Risk in accordance with 7.9.3, and other required documents;

- (p) Assist the Owner in providing the written CM at Risk Evaluations required of the Owner pursuant to M.G.L. c.149 §44D(7) at the completion of approximately 50% of the Construction Phase on forms prescribed by M.G.L. c.149 §44D(16);
- (q) Perform inspections of the work as necessary to prepare a punch list identifying each incomplete or deficient Work item and performing re-inspections to authorize removal of satisfactorily completed Work items from the punch list, or to determine that the Project is complete. In association with the OPM, a cost shall be assigned to each incomplete or deficient Work item when it has been determined that the Project has reached Substantial Completion; and
- (r) Receive from the CM at Risk all maintenance and operating manuals, occupancy permits, guarantees and other similar relevant materials.

7.9.2 The Designer shall submit to the Owner's Project Manager within 48 hours all requisitions for payment submitted by the CM at Risk in the form required by the Owner. The Designer may establish procedures with the CM at Risk for advance notification of requisition and/or draft version processing. With respect to each such requisition, the Designer shall certify to the best of its knowledge that the percentage of Work included in the requisition is accurate and that the work performed is in accordance with the Construction Contract Documents. In the event the Designer does not approve the requisition exactly as submitted by the CM at Risk, the Designer shall forward it for payment to the Owner's Project Manager dated and signed with corrections and with an accompanying letter of explanation setting forth the Designer's objections and recommended changes. The Designer shall coordinate the required visits of its own staff and those of its Subconsultants, to the construction site so as to enable it to submit to the Owner's Project Manager the CM at Risk's monthly requisition for payment. Timely payments to the CM at Risk are required by M.G.L. c. 30, § 39K. Therefore, the Designer shall establish procedures to help assure either immediate mail or messenger delivery of the requisition for payment to the Owner's Project Manager, and shall process requisitions for payment within five business days after receipt of the same, provided the CM at Risk has submitted a full and complete requisition for payment in the correct form.

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

7.9.4 Issue the Certificate of Substantial Completion of Construction.

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

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

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

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

7.10.3 Reviewing and certifying the CM at Risk's Application(s) and Certificate(s) for Payment as necessary.

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

7.10.5 Using the as-built information maintained by the CM at Risk during construction referred to in Article 7.9.3, and revising the applicable original reproducible drawings and electronic media drawings on the basis of the as-built drawings, provided that Designer shall be entitled to rely upon the accuracy and completeness of the CM at Risk's as-built information. Upon completion of the required drafting and editing, provide one set of mylar reproducibles, two sets of prints and two (2) electronic version copies to the Owner which shall become the property of the Owner. The cost for printing the mylar reproducibles and two sets of prints are Reimbursable Expenses.

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

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

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

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

7.11.10 The Designer shall assist the Owner in providing the written summary report on the Project to the Office of the Inspector General as required by the provisions of 945 CMR 2.09

7.10.11 Two (2) suitably bound, legible copies of all original design and quantity calculations including those pertinent to change orders and shop drawings, if applicable, shall be

furnished by the Designer to the Owner at the conclusion of the Owner-CM at Risk Agreement.

ATTACHMENT C

Standard Designer Application Form

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): <div style="display: flex; justify-content: space-between;"> Email Address: </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> Telephone No: Fax No.: </div>		3. Check Below If Your Firm Is Either: <div style="margin-top: 5px;"> <div>(1) SDO Certified Minority Business Enterprise (MBE) <input type="checkbox"/></div> <div>(2) SDO Certified Woman Business Enterprise (WBE) <input type="checkbox"/></div> <div>(3) SDO Certified Minority Woman Business Enterprise (M/WBE) <input type="checkbox"/></div> <div>(4) SDO Certified Service Disabled Veteran Owned Business Enterprise (SDVOBE) <input type="checkbox"/></div> <div>(5) SDO Certified Veteran Owned Business Enterprise (VBE) <input type="checkbox"/></div> </div>																																																																																																		
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):																																																																																																				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Admin. Personnel</td> <td style="width: 10%; text-align: center;">_____</td> <td style="width: 10%; text-align: center;">(_____)</td> <td style="width: 25%;">Ecologists</td> <td style="width: 10%; text-align: center;">_____</td> <td style="width: 10%; text-align: center;">(_____)</td> <td style="width: 25%;">Licensed Site Profs.</td> <td style="width: 10%; text-align: center;">_____</td> <td style="width: 10%; text-align: center;">(_____)</td> <td style="width: 25%;">Other</td> <td style="width: 10%; text-align: center;">_____</td> <td style="width: 10%; text-align: center;">(_____)</td> </tr> <tr> <td>Architects</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> <td>Electrical Engrs.</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> <td>Mechanical Engrs.</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> </tr> <tr> <td>Acoustical Engrs.</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> <td>Environmental</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> <td>Planners: Urban./Reg.</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> </tr> <tr> <td>Civil Engrs.</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> <td>Fire Protection</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> <td>Specification Writers</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> </tr> <tr> <td>Code Specialists</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> <td>Geotech. Engrs.</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> <td>Structural Engrs.</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> </tr> <tr> <td>Construction Inspectors</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> <td>Industrial</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> <td>Surveyors</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> </tr> <tr> <td>Cost Estimators</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> <td>Interior Designers</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> </tr> <tr> <td>Drafters</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> <td>Landscape</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> <td></td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> <td style="text-align: center;">Total</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">(_____)</td> </tr> </table>					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	_____	(_____)
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5. Has this Joint-Venture previously worked together? <input type="checkbox"/> Yes <input type="checkbox"/> 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:

CITY / TOWN / AGENCY

Prime Consultant
Principal-In-Charge

Project Manager for Study

Project Manager for Design

Discipline
(from advertisement)

Name Of Firm
Person In Charge Of Discipline
Mass. Registr. #
MBE/WBE Certified (If
Applicable)

Discipline
(from advertisement)

Name Of Firm
Person In Charge Of Discipline
Mass. Registr. #
MBE/WBE Certified (If
Applicable)

Discipline
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Name Of Firm
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Mass. Registr. #
MBE/WBE Certified (If
Applicable)

Discipline
(from advertisement)

Name Of Firm
Person In Charge Of Discipline
Mass. Registr. #
MBE/WBE Certified (If
Applicable)

7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. <u>Include Resumes of Project Managers</u> . 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: <div style="text-align: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOBE <input type="checkbox"/> VBE <input type="checkbox"/> </div>	c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOBE <input type="checkbox"/> VBE <input type="checkbox"/> </div>
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 <u>ONLY</u> 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
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		2.			
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		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. <u>APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.</u>																																
Be Specific – No Boiler Plate																																	
11.	Professional Liability Insurance: <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">Name of Company</td> <td style="width: 30%;">Aggregate Amount</td> <td style="width: 30%;">Policy Number</td> <td style="width: 10%;">Expiration Date</td> </tr> </table>	Name of Company	Aggregate Amount	Policy Number	Expiration Date																												
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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: <table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> <td style="width: 20%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> </tr> <tr> <td>a.</td><td></td><td></td><td></td><td>d.</td><td></td><td></td><td></td> </tr> <tr> <td>b.</td><td></td><td></td><td></td><td>e.</td><td></td><td></td><td></td> </tr> <tr> <td>c.</td><td></td><td></td><td></td><td>f.</td><td></td><td></td><td></td> </tr> </table>	Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline	a.				d.				b.				e.				c.				f.			
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14.	If Corporation, Provide Names Of All Members Of The Board Of Directors: <table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> <td style="width: 20%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> </tr> <tr> <td>a.</td><td></td><td></td><td></td><td>d.</td><td></td><td></td><td></td> </tr> <tr> <td>b.</td><td></td><td></td><td></td><td>e.</td><td></td><td></td><td></td> </tr> <tr> <td>c.</td><td></td><td></td><td></td><td>f.</td><td></td><td></td><td></td> </tr> </table>	Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline	a.				d.				b.				e.				c.				f.			
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15.	Names Of All Owners (Stocks Or Other Ownership): <table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">Name And Title</td> <td style="width: 15%;">% Ownership</td> <td style="width: 15%;">MA. Reg.#</td> <td style="width: 15%;">Status/Discipline</td> <td style="width: 20%;">Name And Title</td> <td style="width: 15%;">% Ownership</td> <td style="width: 15%;">MA. Reg.#</td> <td style="width: 15%;">Status/Discipline</td> </tr> <tr> <td>a.</td><td></td><td></td><td></td><td>d.</td><td></td><td></td><td></td> </tr> <tr> <td>b.</td><td></td><td></td><td></td><td>e.</td><td></td><td></td><td></td> </tr> <tr> <td>c.</td><td></td><td></td><td></td><td>f.</td><td></td><td></td><td></td> </tr> </table>	Name And Title	% Ownership	MA. Reg.#	Status/Discipline	Name And Title	% Ownership	MA. Reg.#	Status/Discipline	a.				d.				b.				e.				c.				f.			
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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. <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Submitted by (Signature) _____</td> <td style="width: 50%;">Printed Name and Title _____ Date _____</td> </tr> </table>	Submitted by (Signature) _____	Printed Name and Title _____ Date _____																														
Submitted by (Signature) _____	Printed Name and Title _____ Date _____																																

ATTACHMENT D

Certifications

CERTIFICATE OF NON-COLLUSION

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

Name of Responder

Address of Responder

Telephone Number

By: _____

(Signature)

Printed Name

Printed Title

Date

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws (M.G.L.) c. 62C, §49A, I certify under the penalties of perjury that the Responder named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

Name of Responder

Address of Responder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

CONFLICT OF INTEREST CERTIFICATION

The Responder hereby certifies that:

1. The Responder has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this Request for Qualifications.
2. No consultant to, or subcontractor for, the Responder has given, offered, or agreed to give any gift, contribution, or offer of employment to the Responder, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Responder.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Responder has been retained or hired to solicit for or in any way assist the Responder in obtaining the Contract (pursuant to this Request for Qualifications) upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Responder.
4. The Responder understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Responder with respect to the services described in the Request for Qualifications.
5. The Responder understands that the Responder, his/her/its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Name of Responder

Address of Responder

Telephone Number

By: _____

(Signature)

Printed Name

Printed Title

Date

CERTIFICATE OF CORPORATE RESPONDER

I, _____, certify that I am the Clerk of the Corporation named as Responder in the attached Response Form; that _____, who signed said Response on behalf of the Responder was then _____ of said Corporation and was duly authorized to sign said Response Form; and that I know his/her signature thereto is genuine. (Corporate Seal)

Name of Responder

Address of Responder

Telephone Number

By: _____

(Signature)

Printed Name

Printed Title

Date

This Certificate shall be completed where Responder is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Responder on behalf of the Corporation, this certificate shall be completed by another officer of the Corporation.

CERTIFICATE OF COMPLIANCE WITH M.G.L. c.151B

The Responder hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein.

Name of Responder

Address of Responder

Telephone Number

By:

(Signature)

Printed Name

Printed Title

Date

CERTIFICATE OF COMPLIANCE WITH APPLICABLE EEO/AA/SDO PROVISIONS

The Responder hereby certifies that it shall comply with all applicable minority workforce percentage ratio and specific affirmative action steps contained in any EEO/AA/SDO provisions of this Contract, including, without limitation any imposed by the Massachusetts Supplier Diversity Office (SDO).

Name of Responder

Address of Responder

Telephone Number

By:

(Signature)

Printed Name

Printed Title

Date

CERTIFICATE OF NON-DEBARMENT

The Responder hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Responder shall inform the District within one (1) business day of such debarment, suspension, or prohibition from practice.

Name of Responder

Address of Responder

Telephone Number

By:

(Signature)

Printed Name

Printed Title

Date

CERTIFICATE OF COMPLIANCE WITH CRIMINAL BACKGROUND SCREENING

For each employee of the Owner's Project Manager who is rendering services under this Contract, the Owners Project Manager shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the owner that such employee passed the employer's pre-employment criminal background screen. In the event that any employee refuses to permit the Project Manager to provide such information to the owner, the Project Manager shall not assign such employee to perform services under this contract.

Name of Owner's Project Manager

Address of Owner's Project Manager

Telephone Number

By: _____
(signature)

Printed Name

Printed Title

Date

ATTACHMENT E

MSBA Designer Selection Panel Procedures

Massachusetts School Building Authority

Designer Selection Procedures

Section 1: Introduction

The following designer selection process has been adopted by the Massachusetts School Building Authority (MSBA) pursuant to Massachusetts General Laws, Chapter 7C, Sections 44 through 58 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) formerly known as 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 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 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, 2017.

Respectfully submitted under the penalties of
perjury this 21st day of January, 2015



John K. McCarthy, Executive Director
Massachusetts School Building Authority

ATTACHMENT F

December 2013 Capital Asset Plan

Capital Assessment Plan for the Yarmouth Public Schools

Station Avenue Elementary School



Marguerite E. Small Elementary School



Mattacheese Middle School



Prepared by

KBA ARCHITECTS
KNIGHT, BAGGE AND ANDERSON, INC.
6 Thirteenth Street
Charlestown, MA 02129

 **GARCIA - GALUSKA - DESOUSA**
Consulting Engineers
370 Faunce Corner Road, Dartmouth, MA 02747-1217
370 Faunce Corner Road
Dartmouth, MA 02747

December 20, 2013

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The Dennis-Yarmouth Regional School District has been proactive in dealing with the maintenance and upkeep of all the school buildings. A Capital Assessment Plan for all of the elementary schools and middle school was completed in 2008. Some of the recommended improvements noted in that plan have been implemented. There are many recommended improvements that were not completed and a re-assessment of the needs is in order. This study is a re-evaluation of the needs presented in the 2008 report and also provides a series of new needs that have emerged since the last survey. This report will allow for a prioritized list of work items and funding to be scheduled before the conditions change and major repairs became necessary.

Although the facility maintenance department continues to schedule routine maintenance improvements and upgrades, there are items in each of the schools that should be reviewed that fall outside the prevue of regular maintenance review.

The current school administration is seeking to be able to forecast building needs and funds and seek to produce a current assessment plan for all of the schools in the DY District. This assessment report will serve as the “master plan” of building components that should be addressed. This report projects costs for the next 5 years and establishes a hierarchy of when the components should be dealt with based on the observed present conditions.

CAPITAL ASSESSMENT PLAN DESCRIPTION

General

Knight, Bagge & Anderson, Inc. was requested by the Dennis-Yarmouth Regional School District to review and update the Capital Assessment Study of all public schools in the District that was completed in 2008. The study includes:

- Field assessment of existing conditions including site, architectural, plumbing, mechanical and electrical components
- Quality Assessment of potential work items
- Generate plan documents of each building
- Note and photo documentation of existing conditions
- Cost estimates based on a 5-year projection of phased expenditures

The engineering firm of Garcia, Galuska, DeSouza. provided services for plumbing, mechanical and electrical systems.

Methods Employed

Facility Analysis

Initially KBA produced all of the existing site plans and floor plans for each school on CADD. Site visits were made to confirm the accuracy of the plans. Team members for all disciplines (Architectural, plumbing, mechanical and electrical) made field observations of all systems and components in each building. Conditions were photographed and documented. Questionnaires about systems at each school were issued to the district and their responses have been incorporated into this report. Interviews of maintenance and school administrators were conducted to gain input about the history and observed performance of the building systems and components.

Cost Estimates

Quantity take offs were made of all building components. Based on field evaluation and assessments of each building element, a hierarchy was established that predicts the anticipated life expectancy remaining for each element. Cost estimates were then generated that reflect the hierarchy of work items and forecast both the critical time and projected cost impact of addressing the capital improvements over the next 5-year period.

Assessment Report Intent

This report is a review of the conditions of numerous items and systems throughout each school building. We have presented out professional opinions as to when each item should need to be addressed. It is recommended that this report be reviewed annually and updated to address any items that may not have performed as anticipated that need to be adjusted as to when it should be addressed.

PERTINENT CODE ISSUES & SCHOOL BUILDING ASSESSED VALUES

There are many Building Code issues that come into play in evaluating the triggers for work that must be performed as part of any school renovation project. Several building codes are triggered based on the cost of a project. The Massachusetts Architectural Access Board (MAAB) and the codes governing when a building must have sprinklers installed are two such items that must be evaluated in determining the scope of work for any proposed work at the schools.

1. Building Accessibility for Persons with Disabilities

Requirements

Alterations to the building must comply with the requirements of the Massachusetts Architectural Access Board Regulations (521 CMR). For existing school buildings the requirements of 521 CMR are based on the cost of the proposed work. If the cost of the proposed work is **less than \$100,000**, only the new work must comply. If the cost of the proposed work is **greater than \$100,000**, then all new work must comply and the existing building must include an accessible public entrance, toilet room, telephone and drinking fountain (if public phones and drinking fountains are provided) (521 CMR Section 3.3.1(b)). Exempt work when calculating the cost of work includes roof repairs or replacement, window repairs or replacement and repointing and masonry repair work. The total amount of exempt work allowed to be deducted from this compliance threshold totals \$500,000 in any three-year period. If the cost of the proposed work is **greater than 30% of the fully assessed cash value** of the existing building, then the entire building is required to fully comply with 521 CMR (521 CMR Section 3.3.2). There is no exempt work in determining the 30% criteria.

As described above, any proposed work that exceeds \$100,000 will require that an accessible entrance, toilet rooms and drinking fountain be provided. The full assessed value of each of the existing school buildings is presented in this report. Therefore, any proposed work over a 36 month period exceeding the 30% threshold mandates that that entire school be brought into compliance.

2. Fire Protection Systems:

Requirements

780 CMR. Fire protection systems required by 780 CMR 9 (including fire sprinklers, standpipe systems, fire alarm systems, fire detection systems, and/or fire extinguishers) are required to be provided in existing buildings (or portions thereof), which are substantially altered or substantially renovated. A substantial renovation or alteration is defined as work, which is major in scope and expenditure when compared to the work and expenditure, required for the installation of a fire protection system. The building official makes the determination of whether a particular renovation is substantial (780 CMR Section 3404.12 & 3401.1). Although the definition of substantial renovation does not contain a specific dollar threshold, if the cost of the fire protection system can be included in the project budget without increasing the project budget by more than 15% the renovation is generally considered substantial. A 15% threshold has been added to the fire protection requirements for existing buildings in the 7th edition of 780 CMR which is now governing project design since September, 2008.

As described above, if the cost to install a new sprinkler system in any of the schools is less than 15% of the cost of the proposed renovation, then the project is considered to be a substantial renovation and if so, then installing a sprinkler system would be required.

PERTINENT CODE ISSUES & SCHOOL BUILDING ASSESSED VALUES

SCHOOL ASSESSED VALUES

The fully assessed values for each of the schools was provided by the Yarmouth Assessor's Office. The following are the values for the schools in Yarmouth:

School	Building Assessed Value
Station Avenue Elementary	\$7,498,043
Marguerite E. Small Elementary	\$4,947,238
Mattacheese Middle School	\$10,402,400

Therefore, it is important to evaluate the possible increased scope of work that may be the result of the dollar value of proposed work during any 36 month period that could trigger the need for code improvement upgrades, most notably the Massachusetts Architectural Access Code.

From the MAAB perspective, if the value of permitted work over any 36 month period exceeds 30 percent of the full assessed value of the building, then the work must include bringing the entire building into compliance with MAAB. Those values for the schools in Yarmouth are as follows:

Station Avenue Elementary	$\$7,498,043 \times 30\% = \$2,249,413$
Marguerite E. Small Elementary	$\$4,947,238 \times 30\% = \$1,484,171$
Mattacheese Middle School	$\$10,402,400 \times 30\% = \$3,120,720$

SCHOOL BUILDING HISTORY/ DESCRIPTION

Station Avenue Elementary School

276 Station Avenue
South Yarmouth, MA

Principal: Peter Crowell

Grades: K-3

2013-2014 Student Enrollment: 450

Total Square Footage: 56,080

This single-story building was constructed in 1995 on a portion of a large 29.5-acre parcel of land. Since that time there hasn't been any major repairs or changes in the building layout. The exterior walls are brick veneer, the roofs are asphalt shingles and PVC membrane and the windows are thermal aluminum with insulated glass. The exterior envelope is aging very well. Likewise the material selection for finishes on the interior have minimized the cost for maintenance. There is a good distribution of parking to the south and southwest of the site. The bus drop off is separated from the vehicular traffic very well. There is a playground area on the southeast side of the site and a large grass playfield on the east side of the site.

Marguerite E. Small Elementary School

440 Higgins-Crowell Road
West Yarmouth, MA

Principal: Carole Eichner

Grades: PK-3

2013-2014 Student Enrollment: 300

Total Square Footage: 49,000

The building was constructed in 1965. The classrooms and corridors were laid out in a circular layout to form a massive interior courtyard. It was said that small animals were allowed to graze in this courtyard. A major exterior renovation project was done in 1999 where all siding, windows and exterior doors were replaced. Within the past 2 years selected sections of the flat roofs were replaced. The original shingle roofs remain on the majority of the building. The interior floors are predominantly terrazzo and tile throughout. The cafeteria is located on the second floor above the music and mechanical spaces. There are cathedral wood plank ceilings and exposed wood beams throughout the building. The building is located on a flat site that also contains the Mattacheese Middle School. There is a large visitor parking lot at the southern side of the site and a small staff/parking lot at the southwest side. There is a limited amount of paved walkways at the southwest side that lead to a playground area and some paved play areas.

SCHOOL BUILDING HISTORY/ DESCRIPTION

Mattacheese Middle School

400 Higgins-Crowell Road
West Yarmouth, MA

Principal: Ann Knell

Grades: 6-7

2013-2014 Student Enrollment: 500

Total Square Footage: 156,600

The building was constructed in 1969 as a 2-story structure with 2 classroom wings, a wing with a 2nd floor cafeteria with classrooms below, a central 2-story core with offices on the 1st floor and a library above and a connected wing that houses a gymnasium and auditorium. The floor and roof structure is an exposed concrete “waffle” slab. The exterior walls are concrete and dark-toned brick. The flat roofs have been partially reroofed. The windows are single-pane, non-thermal, floor to ceiling windows in the corridor and thermal pane, floor to ceiling windows in all the classrooms. The floors are predominantly tiled, painted and unpainted block walls and the ceilings are exposed concrete. Aside from the partial reroofing and flooring replacement projects there have not been any major expenditures at the Mattacheese. There are two parking lots at the south and southwest side of the site. There is a large paved parking lot at the west side of the site that serves the crowds using the gym and auditorium. There is a limited amount of concrete walkways at the west side of the building and there is a concrete amphitheatre located at the southwest side of the site. To the north of the site there is a large baseball diamond and field and an unkempt quarter-mile cinder running track.

ASSESSMENT SURVEY INFORMATION

ASSESSMENT SURVEY INFORMATION

All components of the buildings and site were viewed, documented and photographed. A professional judgment of the observed conditions was made and a priority scale value of 1, 2 or 3 was assessed to each item. The Conditions scale is as follows:

Priority

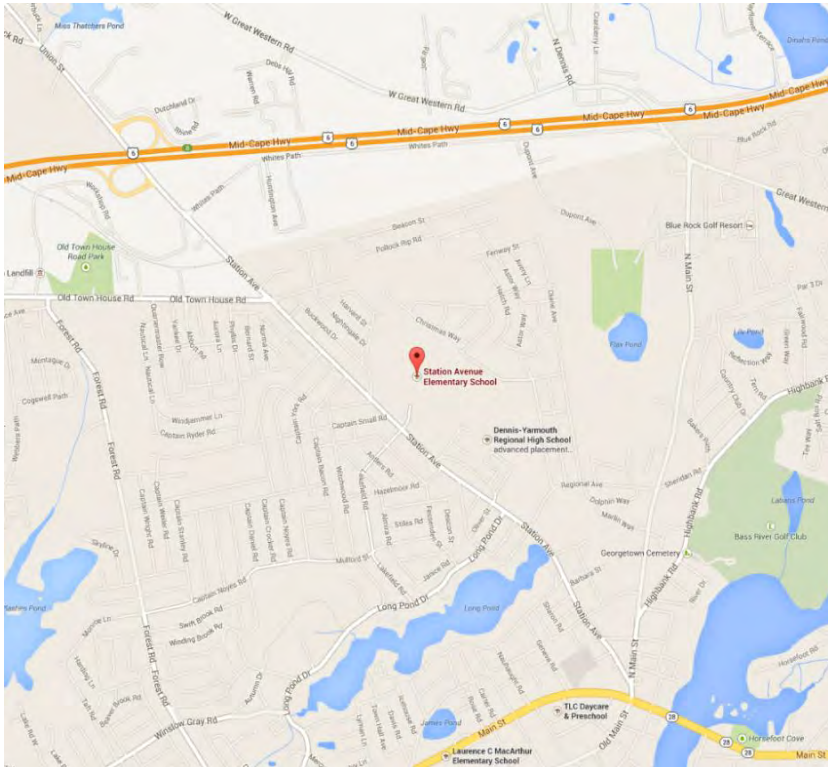
1. Is given to an item where action is recommended immediately (within 1 – 3 years). These items include life safety issues.
2. Is given to an item where immediate action is not warranted, however, repairs should be anticipated within 4 – 5 years.
3. Is given to an item that is performing as designed and no actions to repair/replace should be required within the next 5 years.

COST ESTIMATE DESCRIPTION

The format for the cost estimate is broken down into the priority assessment mentioned in the Existing Conditions Survey. This breakdown provides a clear listing and cost for items that are recommended to be addressed in the coming 1 - 3 years and also projects the costs to address anticipated items in the next 4 - 5 years.

There is a tabulation of costs, according to priority, at the end of the estimate for each school.

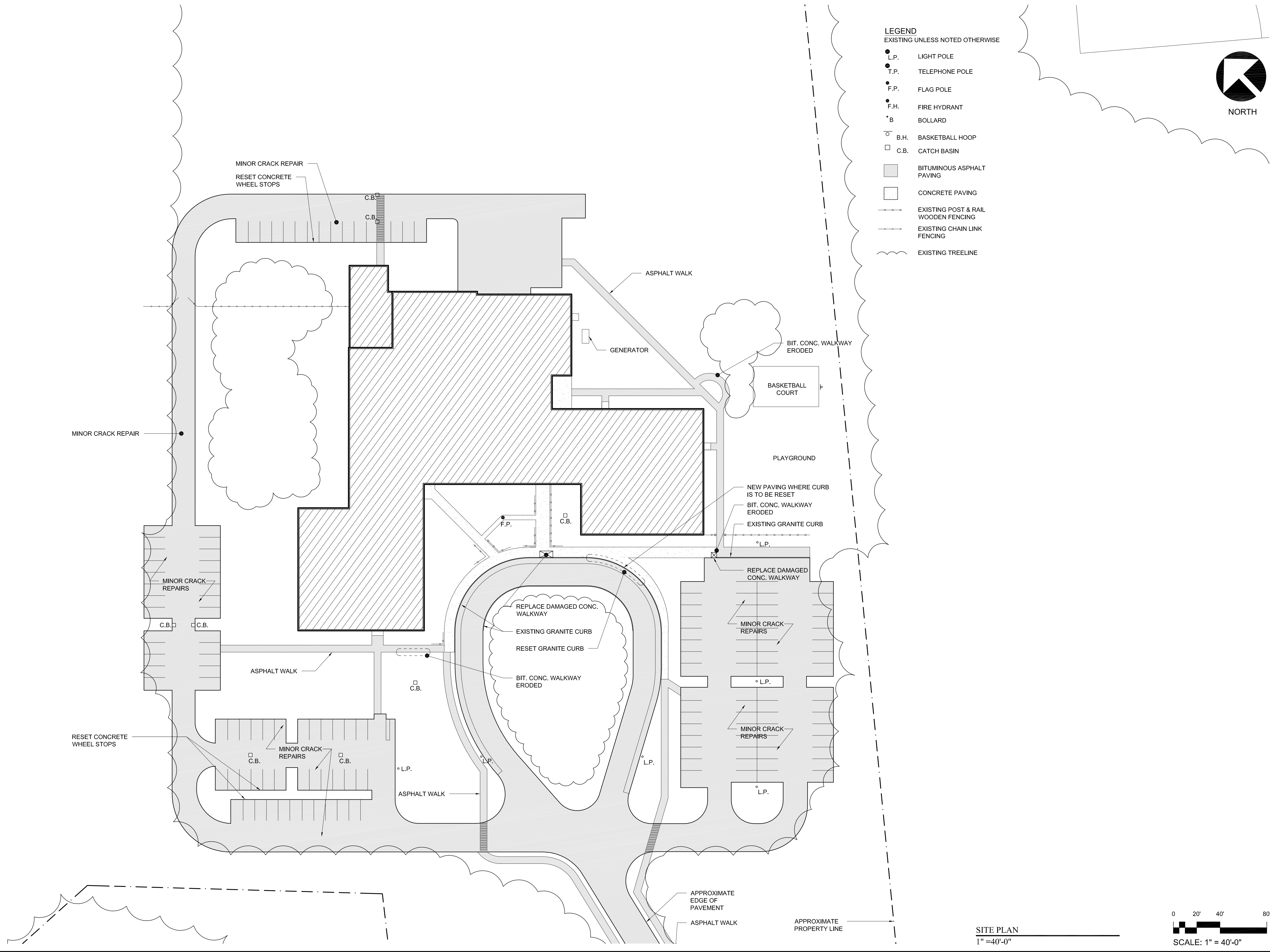
Station Avenue Elementary School
276 Station Avenue
South Yarmouth, Massachusetts



Locus Map



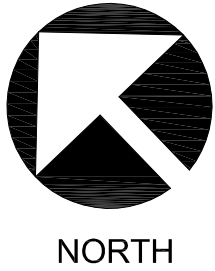
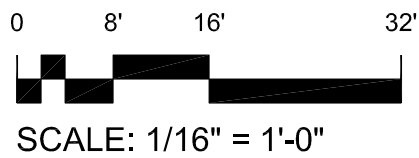
Aerial Site Plan



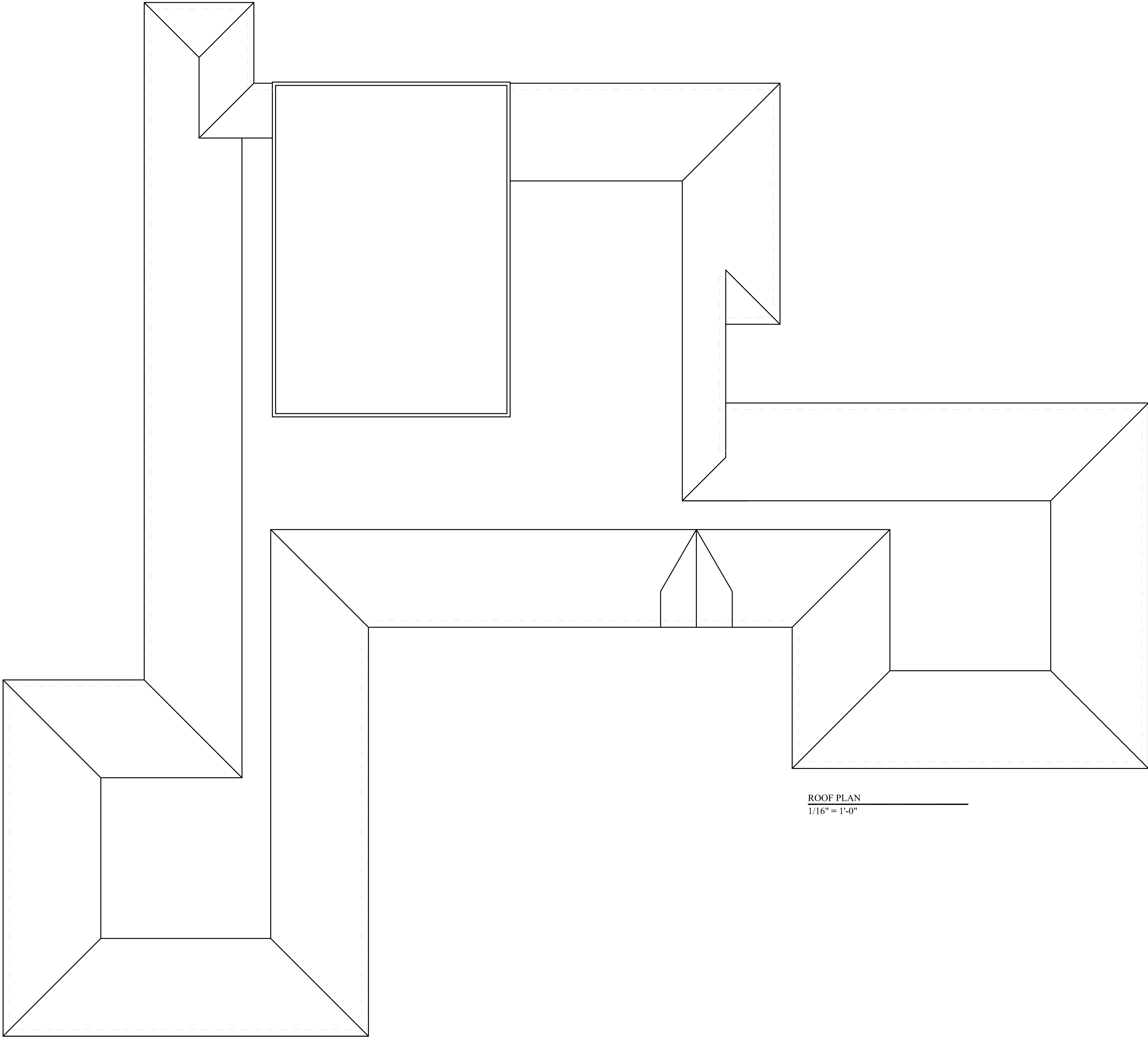
REVISIONS	No:	Date:
	Description:	
Designed		MMW
Drawn		MMW
Checked		DPB
SITE PLAN		
STATION AVENUE ELEMENTARY SCHOOL 276 STATION AVENUE SOUTH YARMOUTH, MA 02664		
LONG RANGE PLANNING ASSESSMENT UPDATE		
KBA ARCHITECTS KNIGHT, BAGGE AND ANDERSON, INC. 6 THIRTEENTH STREET CHARLESTOWN, MA. 02129 617-241-2807 (T) 617-241-2857 (F)		
KBA Job # ST1712		
Date: 5/24/2013		
Drawing No: S1		



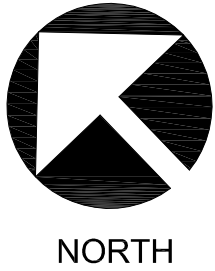
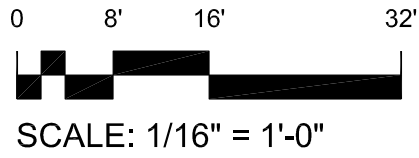
FIRST FLOOR PLAN
1/16" = 1'-0"



<div>KBA ARCHITECTS KNIGHT, BAIGE AND ANDERSON, INC. 6 THIRTEENTH STREET CHARLESTOWN, MA. 02129 617-241-2807 (T) 617-241-2857 (F)</div> <div>KBA Job # ST1712</div> <div>Date: 5/24/2013</div> <div>Drawing No: <div>A1</div></div>	<div>STATION AVENUE ELEMENTARY SCHOOL 276 STATION AVENUE SOUTH YARMOUTH, MA 02664</div> <div>LONG RANGE PLANNING ASSESSMENT UPDATE</div>	First Floor Plan			
		Designed MMW			
		Drawn MMW			
		Checked DPB			
		Revisions			
			No:	Description:	Date:








ROOF PLAN
1/16" = 1'-0"



KBA ARCHITECTS KNIGHT, BAIGE AND ANDERSON, INC. 6 THIRTEENTH STREET CHARLESTOWN, MA. 02129 617-241-2807 (T) 617-241-2857 (F)		KBA Job # ST1712	
		Date: 5/24/2013	
		Drawing No:	
		A2	
STATION AVENUE ELEMENTARY SCHOOL 276 STATION AVENUE SOUTH YARMOUTH, MA 02664		LONG RANGE PLANNING ASSESSMENT UPDATE	
REVISIONS		ROOF PLAN	
No.	Description:	Designed MMW	
		Drawn MMW	
		Checked DPB	






SITE WORK

FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
		Driveways							
1		Crack Repairs		SF	\$0.75	36,000	\$27,000		
2		Sealer		SF	\$0.90	36,000	\$32,400		
		Parking							
3		Crack Repairs		SF	\$0.75	47,000	\$35,250		
4		Sealer		SF	\$0.90	47,000	\$42,300		
5		Line Painting		LS	\$3,000.00	1	\$3,000		
6		Bituminous Pulverize and replacement		SF	\$5.50	15,000	\$82,500		

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended





SITE WORK

FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
7		Replace/ repair eroded bituminous curb		LF	\$20.00	200	\$4,000		
8		Reset Concrete Stops		LF	\$10.00	500	\$5,000		
9		Walkways Concrete Repairs/Replacement		LS	\$2,000.00	1	\$2,000		
10		Bituminous Repair/Replacement		LS	\$5,000.00	1	\$5,000		
11		Bituminous Edging		LF	\$20.00	100	\$2,000		

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended





SITE WORK

FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
		Site Improvements							
12		Wood post and rail fence is in good condition							
13		Landscaping		LS	\$5,000.00	1	\$5,000		
14		Loam and seeding		LS	\$5,000.00	1	\$5,000		
15		Drainage (Playground)		LS	\$35,000.00	1	\$35,000		
Site Work Subtotals							\$285,450	\$0	\$0
							Priority 1	Priority 2	Priority 3

Priority Code Legend



1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

EXTERIOR ENVELOPE

FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
		Roofs							
1		Sloped asphalt roofs are in fair/good condition - replacement should be considered in 4-5 years		SF	\$9.00	40,000		\$360,000	
		PVC Membrane roofing should be replaced in 4-5 years		SF	\$14.00	23,000		\$322,000	
2		Gutters/Downspouts are in good condition		LS	\$1,000	1	\$1,000		
		Exterior Walls							
3		Brick repointing/ repairs - The masonry is in good condition							
4		Brick cleaning and dampproofing		SF	\$5.00	8,500	\$42,500		

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended




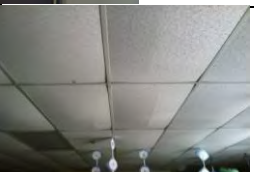
FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
		Doors/Windows							
5		Exterior doors are in good condition							
6		Windows are in good condition							
Exterior Envelope Subtotals							\$43,500	\$682,000	\$0
							Priority 1	Priority 2	Priority 3

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

ARCHITECTURAL INTERIORS

FY14 Recommendations, Cost & Priorities





Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
		Space Types							
		Classrooms							
1		Resilient tile floors - Generally, floors are in good condition but local replairs are required	Lump sum allowance for repairs: (23,500 sqft Total)	LS	\$2,000	1	\$2,000		
2		Painted CMU walls are in good condtion - Maintain as needed		SF					
3		Painted plaster walls are in good condition - Maintain as needed		SF					
4		Suspended acoustical tile ceilings are cupping and bowing and should be replaced within the next 1-2 years		SF	\$3.75	23,500	\$88,125		

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

ARCHITECTURAL INTERIORS

FY14 Recommendations, Cost & Priorities



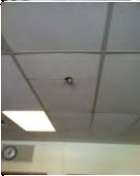


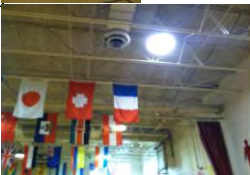
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
		Corridors							
5		Resilient tile flooring is in good condition - Maintain as needed		SF		400			
6									
		Terrazo flooring is in good condition - Maintain as needed		SF		7,500			
7									
		Painted CMU walls are in good condition - Maintain as needed		SF					
8									
		Painted plaster walls w/ceramic tile wainscot are in good condition - Maintain as needed		SF					
9									
		Suspended acoustical tile ceilings are cupping and bowing and should be replaced within the next 4-5 years		SF	\$3.75	7,600		\$28,500	

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

ARCHITECTURAL INTERIORS

FY14 Recommendations, Cost & Priorities



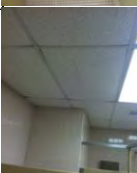



Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
		Library/ Media Center							
10		Resilient tile floors in Media Room is in good condition		SF		1,000			
11		Carpet in Library is in fair condtion and should be replaced in 4-5 years		SY	\$33.00	245		\$8,085	
12		Suspended acoustical tile ceilings are cupping and bowing and should be replaced within the next 1-2 years		SF	\$3.75	3,200	\$12,000		
		Gymnasium							
13		Wood gym floor is in good condition - Maintain as needed		SF		7,200			
14		Painted CMU walls are in good condition - Maintain as needed		SF					
15		Tectum paneled ceiling is in good condition		SF		7,200			

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

ARCHITECTURAL INTERIORS

FY14 Recommendations, Cost & Priorities





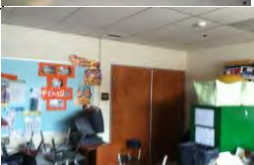
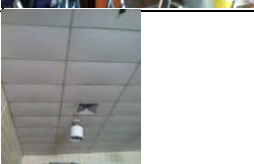
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
		Toilets							
16		Ceramic tile flooring is in good condition - Maintain as needed		SF		1,800			
17		Ceramic tile walls are in good condition - Maintain as needed							
18		Suspended acoustical tile ceilings are cupping and bowing and should be replaced within the next 1-2 years		SF	\$3.75	1,800	\$6,750		
		Administration							
19		Resilient tile floors - Generally, floors are in good condition but local repairs are required		SF		2,200			
20		Painted plaster walls are in good condition - Maintain as needed		SF					
21		Suspended acoustical tile ceilings are cupping and bowing and should be replaced within the next 4-5 years		SF	\$3.75	2,200	\$8,250		

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

ARCHITECTURAL INTERIORS

FY14 Recommendations, Cost & Priorities



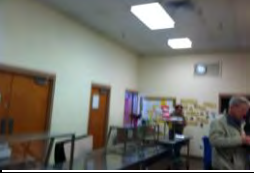

Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
		Health Suite							
22		Resilient tile floors - Generally, floors are in good condition but local replairs are required		SF		300			
23		Painted plaster walls are in condition - Maintain as needed		SF					
24		Suspended acoustical tile ceilings are cupping and bowing and should be replaced within the next 4-5 years		SF	\$3.75	300		\$1,125	
		Cafeteria							
25		Terrazzo Floors are in good condition - Maintain as needed		SF		2,700			
26		Painted CMU walls are in good condtion - Maintain as needed							
27		Suspended acoustical tile ceilings are cupping and bowing and should be replaced within the next 1-2 years		SF	\$3.75	2,700	\$10,125		

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

ARCHITECTURAL INTERIORS





FY14 Recommendations, Cost & Priorities

Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
		Kitchen							
28		Quarry tile floors are in good condition - Maintain as needed		SF		1,300			
29		CMU painted walls are generally in good condition - repairs required on South wall in dishwashing area where noticable crack runs the length of the wall		LS	\$5,000.00	1	\$5,000		
30		Suspended acoustical tile ceiling is in good condition		SF		1,300			
		Miscellaneous							
31		Interior doors and frames - replace		LS	\$5,000.00	1		\$5,000	
32		Interior doors and frames - repair		LS	\$5,000.00	1		\$5,000	
33		Chalk boards/marker boards - replace		LS	\$5,000.00	1		\$5,000	

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

ARCHITECTURAL INTERIORS


FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
34		Toilet compartments - repairs/replace		LS	\$3,000.00	1		\$3,000	
35		Toilet room accessories - repairs/replace		LS	\$1,000.00	1		\$1,000	
36		Drinking fountains - repairs		LS	\$3,000.00	1		\$3,000	
37		Library Accordion Wall - replace		LS	\$5,000.00	1		\$5,000	

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

ARCHITECTURAL INTERIORS

FY14 Recommendations, Cost & Priorities

Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
		Accessibility (if triggered)							
39		Make Classroom sinks accessible		EA	\$2,500.00	22			\$55,000
		Entrance security sequence modification							
40		Install new partitions, doors and electricnoc hardware to create a security point for check in during occupied times		LS	\$30,000.00	1	\$30,000		
		Install new keyless access door including work at head end		LS	\$38,000.00	1	\$38,000		
Architectural Interiors Subtotals							\$192,000	\$72,960	\$55,000
							Priority 1	Priority 2	Priority 3

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended





GARCIA • GALUSKA • DESOUSA
Consulting Engineers
Inc.
370 Faunce Corner Road, Dartmouth, MA 02747-1217

Station Avenue Elementary School
276 Station Avenue, South Yarmouth, MA
Square Footage: 56,080

FIRE PROTECTION

FY14 Recommendations, Cost & Priorities

Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
1		The dry sprinkler mains are run low in the limited height ceiling cavity. As long as no pipe or sprinkler freeze ups occur the piping may remain as is.							
2		Many low point drain valves are exposed due to sprinkler mains run low in limited height ceiling cavity. The dry sprinkler mains are low due the the required pitch for drainage. If exposed drain valves are not wanted, conceal with dropped ceilings.							
3		Backflow preventer is in good condition	Continue to test annually.						
4		Sprinkler heads are in good condition							
5		Dry sprinkler piping corrodes from the inside & may have limited lifespan depending on system conditions. Replace piping when necessary.							
6		In the library storage area the addition of a movable curtain wall has changed the coverage to non code compliant. Two sprinklers need to be moved or two added for correct coverage.		LS		1	\$3,000		
Fire Protection Subtotals							\$3,000	\$0	\$0
							Priority 1	Priority 2	Priority 3

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended


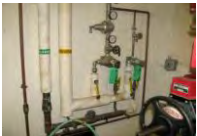





GARCIA • GALUSKA • DESOUSA
Consulting Engineers
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370 Faunce Corner Road, Dartmouth, MA 02747-1217

Station Avenue Elementary School
276 Station Avenue, South Yarmouth, MA
Square Footage: 56,080

PLUMBING

FY14 Recommendations, Cost & Priorities

Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
1		The sanitary drainage piping, grease trap, & floor drains are in good condition	Service grease traps regularly						
2		The domestic hot & cold water piping & valves are in fair condition. Piping is developing pinhole leaks. Repair piping and reinsulate.	Replace domestic water piping, valves & insulation	LS	\$7,000	1	\$7,000		
3		The domestic water heater & recirculation system is in good condition							
4		Pipe insulation is in good condition. Some cold water piping is uninsulated at the mixing valve in the boiler room							
5		Valves, backflow preventers & mixing valves are in good condition	Test backflow preventers annually						
6		Electric water coolers are in good condition							
7		Urinals & flush valves are in good condition							

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended






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276 Station Avenue, South Yarmouth, MA
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PLUMBING

FY14 Recommendations, Cost & Priorities

Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
							Priority 1	Priority 2	Priority 3
8		Lavatory china is in good condition however the faucets are severely corroded & operate poorly. Recommend replacing all faucets with a water conserving, code compliant faucet.							
				LS	\$6,000	1	\$6,000		
9		Water closets & flush valves are in good condition							
10		Classroom sinks & faucets are in good condition							
11		Mop receptors, faucets & backflow preventors are in good condition	Test backflow preventers annually						
Plumbing Subtotals							\$13,000	\$0	\$0
							Priority 1	Priority 2	Priority 3

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended






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Consulting Engineers Inc.
370 Faunce Corner Road, Dartmouth, MA 02747-1217

Station Avenue Elementary School
276 Station Avenue, South Yarmouth, MA
Square Footage: 56,080

HVAC

FY14 Recommendations, Cost & Priorities

Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
1	 <p>Pumps & Expansion Tank</p>  <p>Hole in Boiler Breeching</p>  <p>Boiler</p>	A new oil tank monitoring and lock system should be installed. Mechanical Room: Boilers: Burnahm, PF-511 cast iron gas/oil, 1711 MBH gross output, 3-way pneumatically controlled mixing valve for HWS reset. Lochinvar boiler/indirect water storage tank, Summer Boiler - HB Smith 28A-6, 1246 gross output, Circulating pumps: 250 gpm at 50' TDH. Boiler breeching into masonry chimney - could not determine if chimney was lined, separate flues for boilers and atmospheric gas water heaters, large testing hole in boiler breeching. (1) 54"x42" combustion air louver for high opening damper cloud. (1) 54"x42" combustion air louver ducted down to 18" AFF for low opening damper open. Fuseomatic controls over boiler burners and at ceiling. Emergency boiler shutoffs at boiler entrance. Piping insulation in good shape. Duplex air compressor for pneumatic controls. Johnson controls pneumatic controls. Oil tank - double wall. Recommendation: Replace all pneumatic controls with DDC controls. Plug hole in boiler breeching to prevent exhaust gases from escaping.	Equipment is at 50% life expectancy.						
			Install new tank monitoring and lock	LS	\$20,000	1	\$20,000		
			DDC Controls	SF	\$6.00	56080		\$336,480	
2		Maintenance Office: Fintube radiation, barber coleman controls, veeder root TLS-300C monitor/gauge.							
3		Public Spaces/Telephone/IDF/EMS: Generally fintube radiation for heating with no provisions for ventilation or AC.							
4		Gymnasium: (2) HV units at upper level of gymnasium with horizontal supply ductwork distribution; return through return registers at floor level back to units. Economizer relief at high wall grilles.	Equipment is at 50% life expectancy.						
5		Cafeteria: HV unit to above ceiling horizontal supply ductwork return in walls to mechanical closet.							

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended






GARCIA • GALUSKA • DESOUSA
Consulting Engineers Inc.
370 Faunce Corner Road, Dartmouth, MA 02747-1217

Station Avenue Elementary School
276 Station Avenue, South Yarmouth, MA
Square Footage: 56,080

HVAC

FY14 Recommendations, Cost & Priorities

Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
6	 Kitchen Hood  Dishwasher Exhaust	Kitchen: HV unit above ceiling horizontal supply ductwork return in walls to mechanical closet. Dishwasher hood exhaust, kitchen hood exhaust, kitchen hood partially protected by Ansul system washer/dryer in space. Air transfer wall grilles above walk-in cooler for ventilation.							
7		Toilets: All toilet rooms have been provided with toilet exhaust from a central system and hot water heating where applicable.							
8		Corridors/Entries: Hot water heating/limited exhaust for ventilation. Hot water cabinet units heaters.							
9	 Unit Ventilator	Classrooms: UVs for ventilation/heat, fintube radiation along exterior wall, remote thermostat control, operable windows.	Equipment is at 50% life expectancy.						
10		Art Classrooms: UV's for ventilation/heat, fintube radiation along exterior wall, remote thermostat control, operable windows, kiln hood in storage vented to outdoors.							
11		Music Classrooms: Fintube radiation along exterior wall, remote thermostatic control, operable windows.							
12		MDF Room: Liebert computer room unit. Ceiling mounted AC.	Equipment is at 50% life expectancy.						

Priority Code Legend

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HVAC

FY14 Recommendations, Cost & Priorities

Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
							Priority 1	Priority 2	Priority 3
13		General: Add ductless AC units for office spaces	Add at various offices	SF	\$15.00	1000	\$15,000		
14		Administrative Offices: Horizontal Uvs for heating/cooling/ventilation with remote air cooled condensing units	Equipment is at 50% life expectancy.						
15		Library: Horizontal Uvs for heating/cooling/ventilation with remote air cooled condensing units. Bare fintube in casework.	Equipment is at 50% life expectancy.						
16		Computer Lab Adjacent to Library: Interior Room - no ventilation. Recommendation: Add ventilation.	Add ventilation.	LS	\$20,000	1	\$20,000		
HVAC Subtotals							\$55,000	\$336,480	\$0
							Priority 1	Priority 2	Priority 3


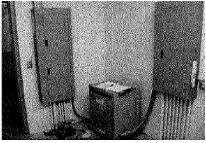

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended



ELECTRICAL

FY14 Recommendations, Cost & Priorities


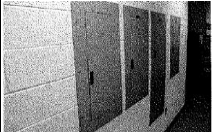
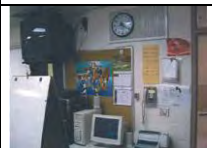

Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
1		Power Service: Equipment is in good working order. Recommendations: None	Equipment is only at 50% life expectancy.						
2		Panels: Equipment is in good working order. Recommendations: None	Equipment is only at 50% life expectancy.						
3		Exterior/Site Lighting: Light fixtures are in good condition. New roadway lighting pole fixtures have been installed. Recommendations: None	Item has been addressed since previous study.						
4		Classroom Lighting: Lighting is in good condition. Recommendations: Add occupancy sensors to classrooms.							
				EA	\$300.00	30		\$9,000	
5		Gym Lighting: Lighting level is low. Recommendations: Replace lighting with high output fluorescent.	Added item from previous report.						
				LS	\$15,000	1		\$15,000	

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

ELECTRICAL

FY14 Recommendations, Cost & Priorities



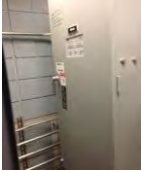

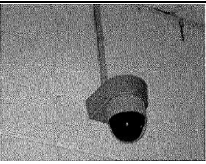
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
							Priority 1	Priority 2	Priority 3
6		Cafeteria Lighting: Lighting is metal halide. Recommendations: Replace lighting with fluorescent cylinders.	Added item from previous report.						
				LS	\$15,000	1		\$15,000	
7		Exit Signs: Exit signs have been replaced with LED type. Recommendations: None	Item has been addressed since previous study.						
8		Power Distribution: The panels presently are in good condition. Recommendations: None							
9		Equipment Wiring: The wiring is in good condition. New circuits are only needed as areas are renovated. Recommendations: None							
10		Clock/Bell/Paging: The intercom system is in good condition. Recommendations: None	Item has been addressed since previous study.						
11		Telephone: A new phone system is being contemplated system-wide. Recommendations: Install a new phone system to match new		LS	\$50,000	1	\$50,000		

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

ELECTRICAL

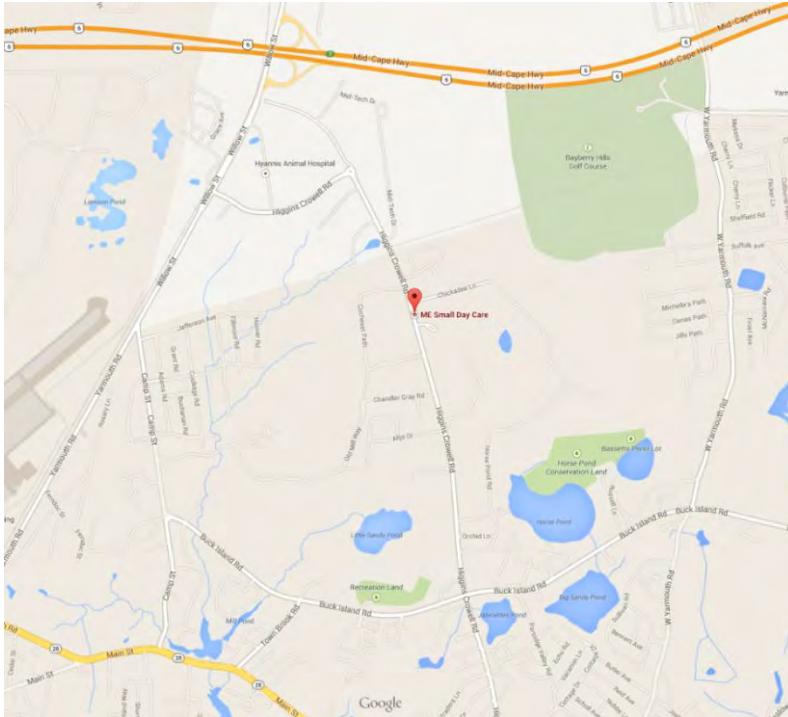
FY14 Recommendations, Cost & Priorities

Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
							Priority 1	Priority 2	Priority 3
12		Fire Alarm: The fire alarm system is in good condition and code compliant. Recommendations: None							
13		Technology: The data infrastructure is in good condition. Recommendations: Add dual cat 6 drops for wireless access points throughout corridors.	Added item from previous report.						
				EA	\$400.00	44			\$17,600
14		Emergency Power & Lighting: The emergency lighting system is code compliant. Recommendations: None							
15		Generator: The generator is in good condition and appears to be well maintained. Recommendations: None							
16		Security: The security system has been updated and appears to be in good condition. Recommendations: None	Item has been addressed since previous study.						
Electrical Subtotals							\$50,000	\$39,000	\$17,600
							Priority 1	Priority 2	Priority 3

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

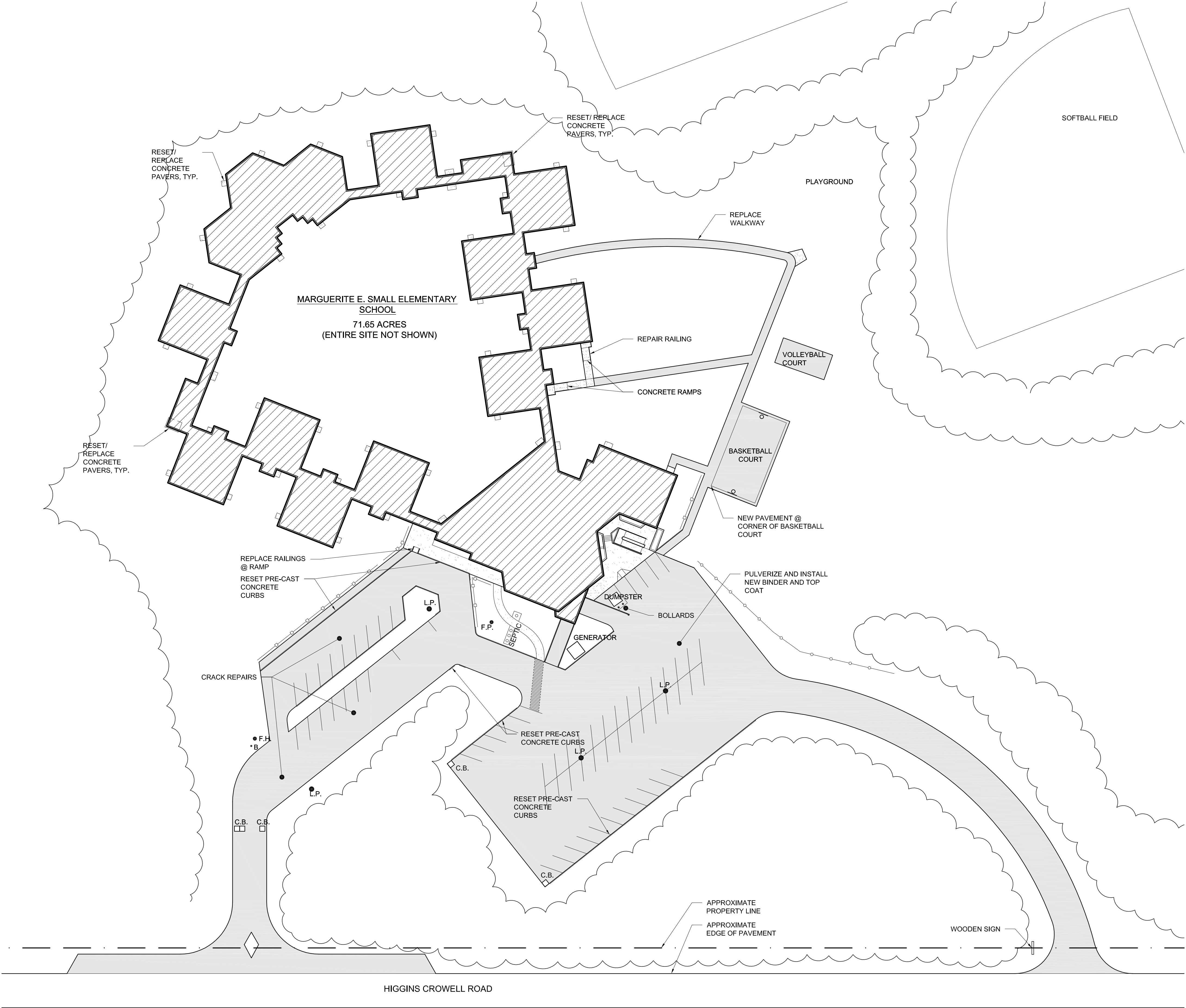
Marguerite E. Small Elementary School
440 Higgins Crowell Road
West Yarmouth, Massachusetts



Locus Map



Aerial Site Plan



- LEGEND**
EXISTING UNLESS NOTED OTHERWISE
- L.P. LIGHT POLE
 - T.P. TELEPHONE POLE
 - F.P. FLAG POLE
 - F.H. FIRE HYDRANT
 - B BOLLARD
 - B.H. BASKETBALL HOOP
 - C.B. CATCH BASIN
 - BITUMINOUS ASPHALT PAVING
 - CONCRETE PAVING
 - EXISTING POST & RAIL WOODEN FENCING
 - EXISTING CHAIN LINK FENCING
 - EXISTING TREELINE

REVISIONS		Date:		
		Description:		
No:				

Designed	MMW
Drawn	MMW
Checked	DPB

SITE PLAN

MARGUERITE E. SMALL ELEMENTARY SCHOOL
440 HIGGINS-CROWELL ROAD
WEST YARMOUTH, MA 02673

LONG RANGE PLANNING ASSESSMENT UPDATE

KBA ARCHITECTS
KNIGHT, BAIGE AND ANDERSON, INC.
6 THIRTEENTH STREET
CHARLESTOWN, MA. 02129
617-241-2807 (T)
617-241-2857 (F)

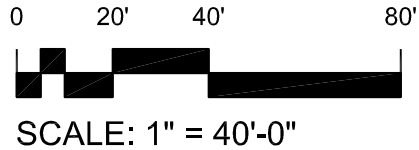
KBA Job #
ST1712

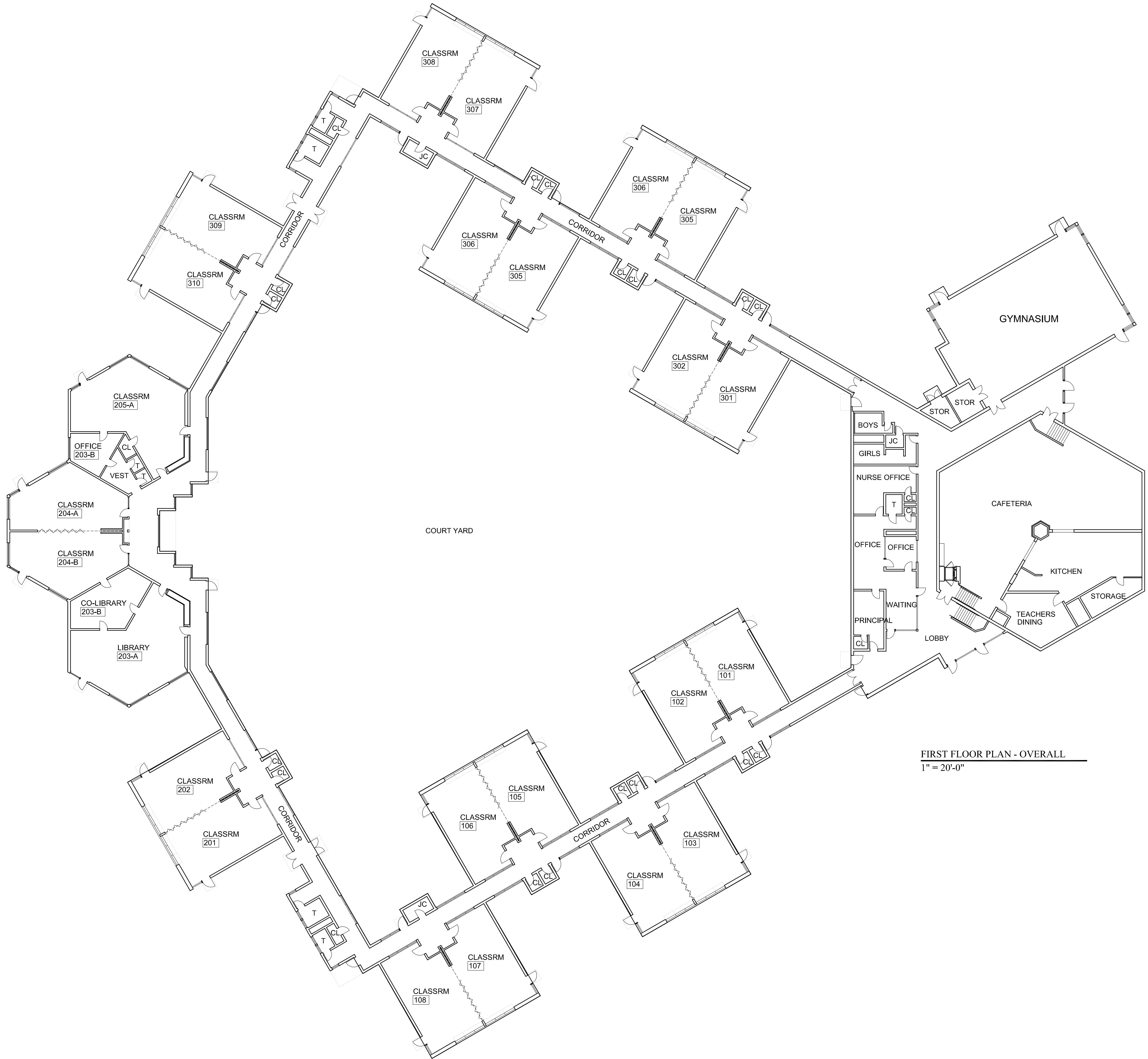
Date:
5/24/2013

Drawing No:

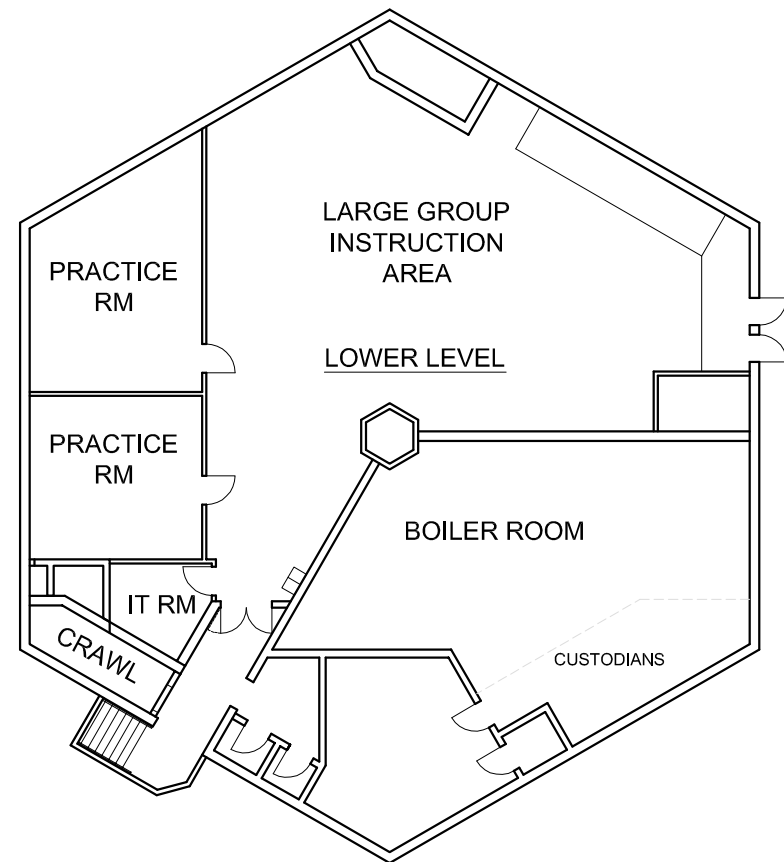
S1

SITE PLAN
1" = 40'-0"

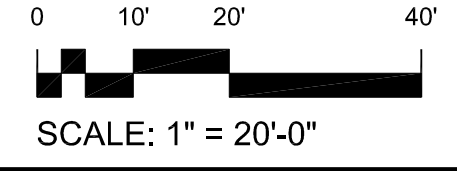




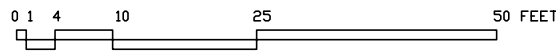
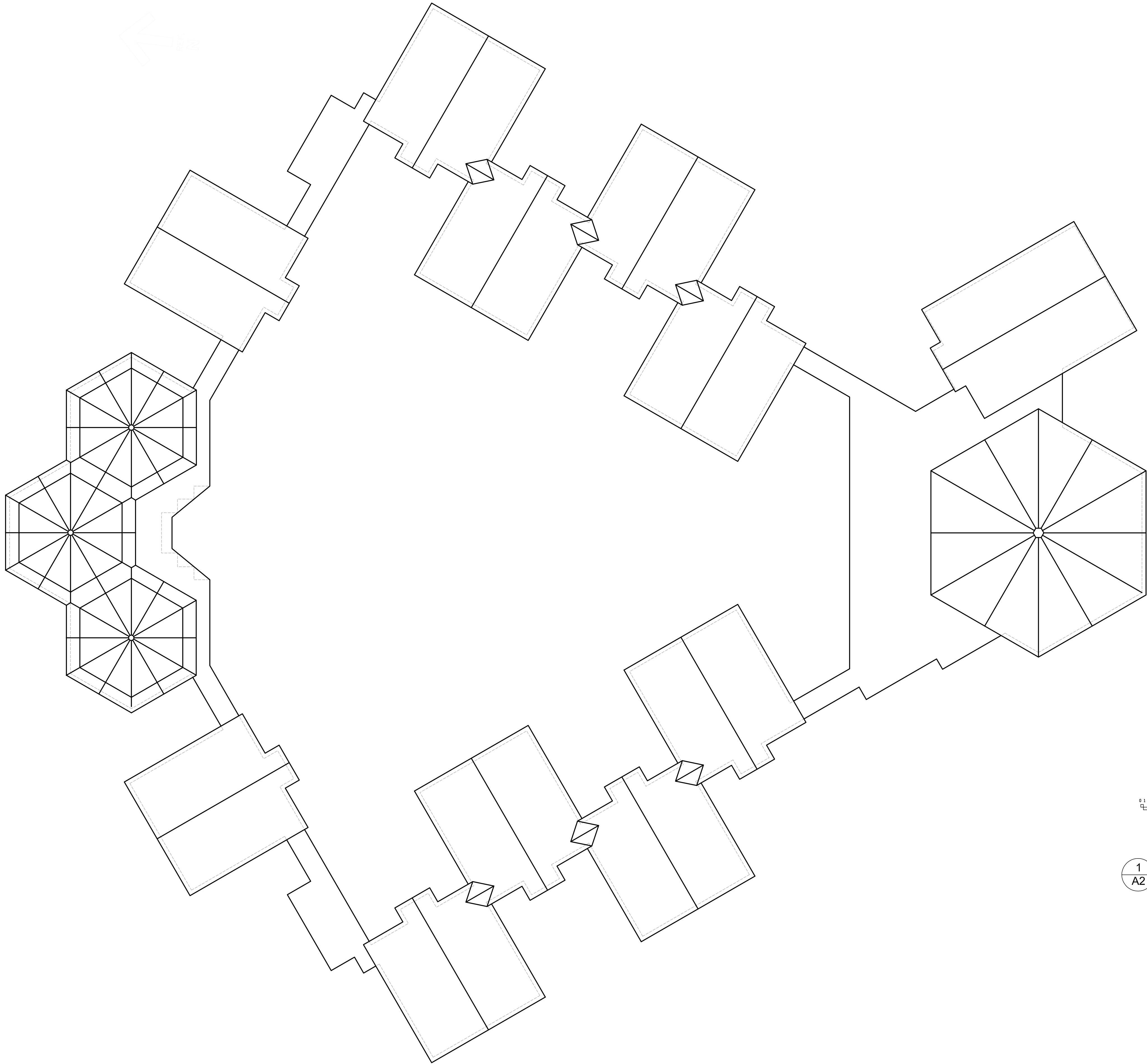
FIRST FLOOR PLAN - OVERALL
1" = 20'-0"



LOWER LEVEL PLAN - OVERALL
1" = 20'-0"







<div><div>KBA ARCHITECTS</div><div>KNIGHT, BAGGE AND ANDERSON, INC.</div></div> <div>6 THIRTEENTH STREET CHARLESTOWN, MA. 02129 617-241-2807 (T) 617-241-2857 (F)</div>		FLOOR PLANS		REVISIONS	
				No:	Description:
Designed MMW		Drawn MMW		Checked DPB	
MARGUERITE E. SMALL ELEMENTARY SCHOOL 440 HIGGINS-CLASSMOWELL ROAD WEST YARMOUTH, MA 02673		LONG RANGE PLANNING ASSESSMENT UPDATE			
KBA Job # ST1712					
Date: 5/24/2013					
Drawing No:					
A1					



1
A2 ROOF PLAN
SCALE: 1/20

<div>KBA ARCHITECTS KNIGHT, BAIGE AND ANDERSON, INC. 6 THIRTEENTH STREET CHARLESTOWN, MA. 02129 617-241-2807 (T) 617-241-2857 (F)</div> <div>KBA Job # ST1712</div> <div>Date: 5/24/2013</div> <div>Drawing No: A2</div>		REVISIONS	
		No.	Description:
Designed		MMW	
Drawn		MMW	
Checked		DPB	
MARGUERITE E. SMALL ELEMENTARY SCHOOL 440 HIGGINS-CROWELL ROAD WEST YARMOUTH, MA 02673		ROOF PLAN	
LONG RANGE PLANNING ASSESSMENT UPDATE			






SITE WORK

FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
		Driveways							
1		Crack Repairs		SF	\$0.75	15,000	\$11,250		
2		Sealer		SF	\$0.90	15,000	\$13,500		
		Parking							
6		Crack Repairs		SF	\$0.75	15,000	\$11,250		
7		Sealer		SF	\$0.90	15,000	\$13,500		
8		Line Painting		LS	\$3,500	1	\$3,500		
		Reset Concrete Curbs		LF	\$40.00	620	\$24,800		
		Walkways							
11		Concrete Repairs/Replacement		SF	\$1.10	12,000	\$13,200		

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended


SITE WORK

FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
12		Bituminous Repair/Replacement		SF	\$5.50	2,000	\$11,000		
		Site Improvements							
13		Wood post and rail fence are in fair condition - replace rail sections as required		LS	\$1,000	1		\$1,000	
14		Chain link fencing is in good condition							
15		Landscaping		LS	\$5,000	1	\$5,000		
16		Loam and seeding		LS	\$5,000.00	1	\$5,000		
17		Railings		LS	\$2,000.00	1	\$2,000		

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended





SITE WORK

FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
18		Reset concrete bollards		EA	\$750.00	8		\$6,000	
Site Work Subtotals							\$114,000	\$7,000	\$0
							Priority 1	Priority 2	Priority 3

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

EXTERIOR ENVELOPE



FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
		Roofs							
1		Replace sloped and flat membrane roofs		SF	\$17.00	35,000	\$595,000		
		Exterior Walls							
2		Repair/Reseal stucco @ Gym		SF	\$10.00	1,900	\$19,000		
3		Exterior siding and trim is in good condition							
4		Replace Kalwall @ Gym		SF	\$70.00	600	\$42,000		

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

EXTERIOR ENVELOPE

FY14 Recommendations, Cost & Priorities





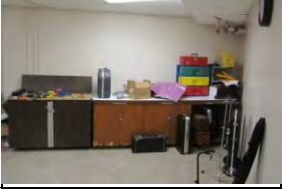
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
		Doors/Windows							
5		Replace exterior doors		SF	\$1,500.00	45	\$67,500		
6		Caulk at exterior windows where needed		LS	\$5,000.00	1	\$5,000		
Exterior Envelope Subtotals							\$728,500	\$0	\$0
							Priority 1	Priority 2	Priority 3

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

ARCHITECTURAL INTERIORS

FY14 Recommendations, Cost & Priorities





Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
		Space Types							
		<i>Classrooms</i>							
1		VAT Floors should be abated and replaced with VCT	Lump sum allowance for repairs: (23,000 sqft Total)	SF	\$14	23,000	\$322,000		
2		Wood paneled walls are in good condition - Maintain as needed							
3		Wood ceilings are in good condition - Maintain as needed		SF		20,000			
4		Resilient tile floors - Generally, floors are in good condition but local repairs are required							
5		Painted CMU walls are in good condition - Maintain as needed							

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

ARCHITECTURAL INTERIORS

FY14 Recommendations, Cost & Priorities





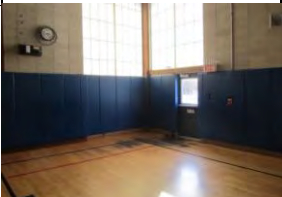
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
6		Painted plaster walls area in good condition - Maintain as needed							
7		Suspended acoustical tile in lower level classroom ceilings are cupping and bowing and should be replaced within the next 4-5 years		SF	\$3.75	3,000		\$11,250	
		Library							
8		Carpet should be replaced		SY	\$33.00	200	\$6,600		
9		Painted CMU walls are in good condition - Maintain as needed							
10		Wood ceilings are in good condition							

Priority Code Legend

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ARCHITECTURAL INTERIORS

FY14 Recommendations, Cost & Priorities



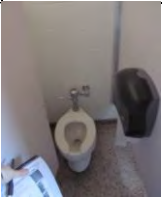

Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
		Corridors							
11		Terrazo flooring - Generally, floors are in good shape but local repairs are required	Lump sum allowance for repairs: (7,400 sqft Total)	LS	\$15,000	1	\$15,000		
12		Wood paneled walls area in good condition - Maintain as needed							
13		Painted CMU walls are in good condition - Maintain as needed							
14		Wood Ceilings in general are in good condition - Wood should be refinished when roof leaks are fixed.	Lump sum allowance for repairs: (7,400 sqft Total)	LS	\$5,000.00	1	\$5,000		
		Gymnasium							
15		Gym wood floor and base should be replaced		SF	\$12.00	3,000	\$36,000		

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

ARCHITECTURAL INTERIORS

FY14 Recommendations, Cost & Priorities



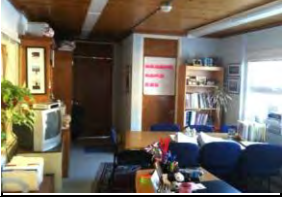


Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
16		Painted CMU walls are in good condition - Maintain as needed		SF					
17		Wood plank ceiling is in good		SF		3,000			
							\$0	\$0	\$0
		Toilets					\$0	\$0	\$0
18		Terrazo flooring - Generally, floors are in good shape but local repairs are required	Lump sum allowance for repairs: (1,000 sqft Total)	LS	\$2,000.00	1	\$2,000		
19		Painted CMU walls are in good condition - Main as needed							
20		Wood Ceilings are good condition - Maintain as required							

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

ARCHITECTURAL INTERIORS

FY14 Recommendations, Cost & Priorities






Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
		Administration							
21		Resilient tile floors are in good condition - Maintain as required		SF		1,200			
22		Painted CMU Walls are in good condition - Maintain as required							
23		Wood ceiling is in good condition - Maintain as required		SF		1,200			
		Health Suite							
24		VAT Floors should be abated and replaced with VCT		SF	\$14.00	400	\$5,600		
25		Painted CMU walls are in good condition - Maintain as needed							

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

ARCHITECTURAL INTERIORS

FY14 Recommendations, Cost & Priorities





Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
26		Wood Ceiling is in good condition - Maintain as needed							
27		Cafeteria Terrazo flooring - Generally, floors are in good shape but local repairs are required	Lump sum allowance for repairs: (3,600 sqft Total)	LS	\$3,000.00	1	\$3,000		
28		Painted CMU walls are in good condition - Maintain as needed							
29		Wood Ceiling is in good condition - Maintain as needed		SF		3,600			
		Kitchen							
30		Terrazo flooring - Generally, floors are in good shape but local repairs are required	Lump sum allowance for repairs: (1,000 sqft Total)	LS	\$1,000.00	1	\$1,000		

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

ARCHITECTURAL INTERIORS

FY14 Recommendations, Cost & Priorities

Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
31		Painted CMU walls are in good condition - Maintain as needed							
32		Wood Ceiling is in good condition - Maintain as needed		SF		1,000			
		Miscellaneous							
33		Interior doors and frames - replace		LS	\$5,000.00	1			\$5,000
34		Interior doors and frames - repair		LS	\$5,000.00	1			\$5,000
35		Interior door hardware - repair/replace		LS	\$5,000.00	1			\$5,000
36		Chalk boards/marker boards		LS	\$3,000	1			\$3,000
37		Toilet compartments - repair/replace		LS	\$3,000	1			\$3,000
38		Toilet room accessories - repair/replace		LS	\$1,000	1			\$1,000

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

ARCHITECTURAL INTERIORS

FY14 Recommendations, Cost & Priorities

Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
		Entrance security sequence modification							
39		Install new partitions, doors and electronic hardware to create a security point for check in during occupied times		LS	\$20,000	1	\$20,000		
40		Install new keyless access door including work at head end		LS	\$34,000	1	\$34,000		
		Accessibility (if triggered)							
41		Toilet room renovations including reconfiguration, accessible fixtures, accessories and toilet compartments		LS	\$80,000	1			\$80,000
42		Toilet room and sink in Office area renovations including reconfiguration, accessible fixtures and accessories		LS	\$8,000	1			\$8,000
43		Many egress doors and entrance doors and spaces are not wide enough or have proper clearances. Install new frames, doors and hardware.		EA	\$4,500	8			\$36,000
				Architectural Interiors Subtotals			\$450,200	\$11,250	\$146,000
							Priority 1	Priority 2	Priority 3

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended



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ME Small Elementary School
400 Higgins-Crowell Road, West Yarmouth, MA
Square Footage: 49,000

FIRE PROTECTION

FY14 Recommendations, Cost & Priorities

Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
1		Fully Sprinkler building	Provide in major system upgrade.	LS	\$221,000	1			\$221,000
2		Provide fire pump if necessary	Provide in major system upgrade.	LS	\$65,000	1			\$65,000
3		Fire service	Provide in major system upgrade.	LS	\$20,000	1			\$20,000
Fire Protection Subtotals							\$0	\$0	\$306,000
							Priority 1	Priority 2	Priority 3

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended







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PLUMBING

FY14 Recommendations, Cost & Priorities

Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
1		The sanitary drainage piping, grease trap, & floor drains are in fair condition w/ piping replaced as required	Continue to replace piping as needed until major upgrade	LS	\$9,500	1	\$9,500		
2		Domestic hot & cold water piping & valves are in fair condition, corrosion visible. Piping being replaced as required	Continue to replace piping as needed until major upgrade	LS	\$7,000	1	\$7,000		
3		The domestic water heater & storage tank (2006) is in good condition except for corrosion at heater connections. There is no master mixing valve or recirculation pump. Recommend providing a master mixing valve and storing water at 140F to avoid Legionnaires Disease. Also provide a recirculation system piping, pump, aquastat and timeclock.		LS	\$15,000	1	\$15,000		
4		Pipe insulation is in fair condition in the crawlspace/tunnels. In the boiler rooms most water piping is not insulated. The new horizontal rainleaders in the rear corridors are not insulated. Recommend insulating all water piping in the boiler room and the three rainleaders.		LS	\$5,000	1	\$5,000		
5		Original valves and fittings are in fair condition. The backflow preventer is in good condition.	Continue to test backflow preventers annually	LS	\$2,000	1	\$2,000		
6		Original drinking fountains are aged in fair condition. Replace drinking fountains with accessible drinking fountains or water coolers.		LS	\$18,000	1	\$18,000		

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended



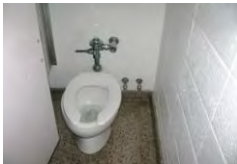




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PLUMBING

FY14 Recommendations, Cost & Priorities

Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
7		New urinals & flush valves are in good condition. Original urinals are in fair condition.	Replace original urinals & flush valves with water conserving accessible fixtures.	LS	\$18,000	1	\$18,000		
8		A high percentage of lavatories & faucets have been replaced & are in good condition. Newer faucets are single lever type which are not code compliant. Replace lavatory faucets with water conserving code compliant type faucets.		LS	\$14,000	1	\$14,000		
9		A percentage of water closets & flush valves have been replaced & are in good condition. Replace remaining original water closets with water conserving accessible fixtures.		LS	\$36,000	1	\$36,000		
10		Classroom sinks, faucets & bubblers are generally in good condition w/ some original sinks are in fair condition. Repair/replace original sinks and faucets until major upgrade.		LS	\$4,000	1	\$4,000		
11		Janitors sinks are original in fair to good condition however faucets do not have integral vacuum breakers. Provide screw-on vacuum breakers to janitor's sink faucets to avoid contamination of potable water.		LS	\$200	1	\$200		

Priority Code Legend

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PLUMBING

FY14 Recommendations, Cost & Priorities





Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
							Priority 1	Priority 2	Priority 3
12		There are essentially no accessible fixtures throughout the facility. Provide accessible water conserving plumbing fixtures in major upgrade.	Cost in individual fixtures.						
Plumbing Subtotals							\$128,700	\$0	\$0
							Priority 1	Priority 2	Priority 3

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

HVAC

FY14 Recommendations, Cost & Priorities

Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
1	 <p>Heating Pump Pneumatic 3-way valve</p>  <p>Heating Pump</p>  <p>Boiler in Mech. Rm.</p>  <p>Summer Water Htr & Tank</p>	<p>A new tank monitoring and lock system should be installed.</p> <p>Mechanical Room: Boilers: HB Smith model 640 14 section gas/oil, induced draft fans, cyclomatic burners dual fuel, individual fuel oil pumps at each burner. Brandford White water heater 119 gallon, separate flue to chimney. Zone Pumps: 1 - Office, 2 - Gym (new pump 2012), 3 - Cafe/Kitchen, 4 - Classroom, coupling guards missing. Boiler Breeching into masonry chimney, could not determine if chimney was lined. Combustion air provisions. RPBP and water meter for boiler makeup water. Fuseomatic controls over boiler burner. Emergency boiler shutoffs at boiler entrance. Piping insulation in good shape. Duplex air compressor for pneumatic controls. Pneumatic 3-way valves for hot water reset. Double wall oil tank. Honeywell DDC - ENE currently integrating controls - controlling start/stop, zone control, night setback, pump zones and boiler fail alarms. Recommendation: Reinstall pump coupling guards. Expand DDC control of building.</p>	Equipment 50 years old - at end of useable life.						
			Install new tank monitoring and lock	LS	\$20,000	1		\$20,000	
			Expand DDC controls.	SF	\$6.00	49000		\$294,000	
			New boilers and pumps.	SF	\$2.25	49000	\$110,250		
			HVAC system replacement (building-wide).	SF	\$24.00	49000		\$1,176,000	



Priority Code Legend

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HVAC

FY14 Recommendations, Cost & Priorities

Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
2		Public Spaces/Telephone/IDF/EMS: Generally fintube radiation for heating with no provisions for ventilation or AC.							
3		Gymnasium: UVs for ventilation/heat, pneumatic controls, exhaust air ductwork/exhaust fan.	Equipment at end of useable life.						
4		Cafeteria: UVs for ventilation/heat, pneumatic controls. Exhaust air ductwork/exhaust fan (fan also serves kitchen exhaust).	Equipment at end of useable life.						
5	 Kitchen Hood	Kitchen: UV for kitchen ventilation/heat. Dishwasher hood exhaust, kitchen hood exhaust, kitchen hood partially protected by Ansul system washer/dryer in space. Walk-in condenser reject heat to space wall fan exhausts rejected heat. Recommendation: Locate walk-in condenser outside.	Equipment at end of useable life.						
6		Toilets: All toilet rooms have been provided with toilet exhaust from a central system and hot water heating where applicable.							
7		Corridors/Entries: Hot water heating/no mechanical ventilation. Hot water cabinet unit heaters.							
8	 Classroom Unit Vent	Classrooms: UVs for ventilation/heat, fintube radiation along exterior wall, remote thermostat control, operable windows. Console exhaust for UV relief.	Equipment at end of useable life.						
9		Administrative Offices: Hot water radiation for heating, operable windows for ventilating and window AC units for cooling.							
10		Library: UVs for ventilation/heat, pneumatic controls. Exhaust ductwork to exhaust fan (fan also serves dishwasher exhaust).	Equipment at end of useable life.						
11		Computer Lab: Window air conditioning for cooling.							
12		Band Practice Room: Exhaust only - transfer from main band room.	Recently constructed room.						
13			Add supply air for ventilation.	LS	\$5,000	1	\$5,000		
14		General - Add Ductless AC Units for office spaces	Add at various offices	SF	\$15	2000	\$30,000		
HVAC Subtotals							\$145,250	\$1,490,000	\$0
							Priority 1	Priority 2	Priority 3

Priority Code Legend



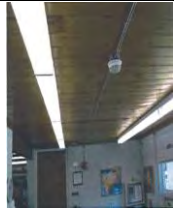
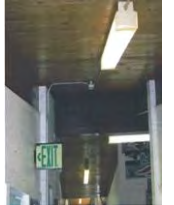
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Square Footage: 49,000

ELECTRICAL

FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
1		Power Service: Main switchboard has a 1200 amp and is in poor condition. Recommendations: Replace switchgear.	Added item from previous report.	SF	\$1.00	49000	\$49,000		
2		Panels: Equipment is in poor condition. Recommendations: Replace existing panelboards.	The service and panelboards should be done at the same time.	SF	\$1.50	49000	\$73,500		
3		Exterior/Site Lighting: Light fixtures are in good condition. New roadway lighting pole fixtures have been installed with LED lighting. Recommendations: None	Item has been addressed since previous study.						
4		Classroom Lighting: Lighting is in good condition. Recommendations: Add occupancy sensors with wall switches to classrooms.		EA	\$300.00	25		\$7,500	
5		Corridor Lighting: Lighting is energy efficient. Recommendations: Provide occupancy sensor for every other fixture.		EA	\$300.00	15		\$4,500	

Priority Code Legend





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Square Footage: 49,000

ELECTRICAL

FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
							Priority 1	Priority 2	Priority 3
6		Power Distribution: The panels presently are in poor condition. Recommendations: Replace the panels.	Cost for this item is included in Item 2 above.						
7		Equipment Wiring: The wiring is in good condition. New circuits are only needed as areas are renovated. Recommendations: None	Item has been addressed since previous study.						
8		Clock/Bell/Paging: The clock system has not been upgraded, each classroom has been provided with a phone handset for communication. Recommendations: The paging and clocks system needs to be upgraded.							
				SF	\$1.25	49000	\$61,250		
9		Fire Alarm: The fire alarm system is in good condition and code compliant. Recommendations: None							

Priority Code Legend

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ELECTRICAL

FY14 Recommendations, Cost & Priorities

Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
							Priority 1	Priority 2	Priority 3
10		Technology: The data infrastructure is in fair condition. Equipment includes Dell switches, 100 Base FX. Recommendations: Add Cat 6 wiring for wireless access points.	Added item from previous report.						
				EA	\$400.00	20			\$8,000
11		Technology: New phone system is being contemplated system-wide. Recommendation: Install a new phone system to match new system-wide.		LS	\$50,000	1	\$50,000		
12		Emergency Power & Lighting: Katolight battery units are used in corridors. Generator has been installed for emergency lighting and optional equipment. Recommendations: None	Added item from previous report.						
13		Generator: The generator is in good condition and is tested on a weekly schedule. Recommendations: None							
14		Security: New security system with buzzer and intercom system has been installed. Recommendations: None	Item has been addressed from previous study.						
Electrical Subtotals							\$233,750	\$12,000	\$8,000
							Priority 1	Priority 2	Priority 3

Priority Code Legend

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COST SUMMARY

FY14 Recommendations, Cost & Priorities					
Item		Trade Item	Cost		
			Priority 1	Priority 2	Priority 3
1		Site Work	\$114,000	\$7,000	\$0
2		Exterior Envelope	\$728,500	\$0	\$0
3		Architectural Interiors	\$450,200	\$11,250	\$146,000
4		Fire Protection	\$0	\$0	\$306,000
5		Plumbing	\$128,700	\$0	\$0
6		Mechanical	\$145,250	\$1,490,000	\$0
7		Electrical	\$233,750	\$12,000	\$8,000
			\$1,800,400	\$1,520,250	\$460,000

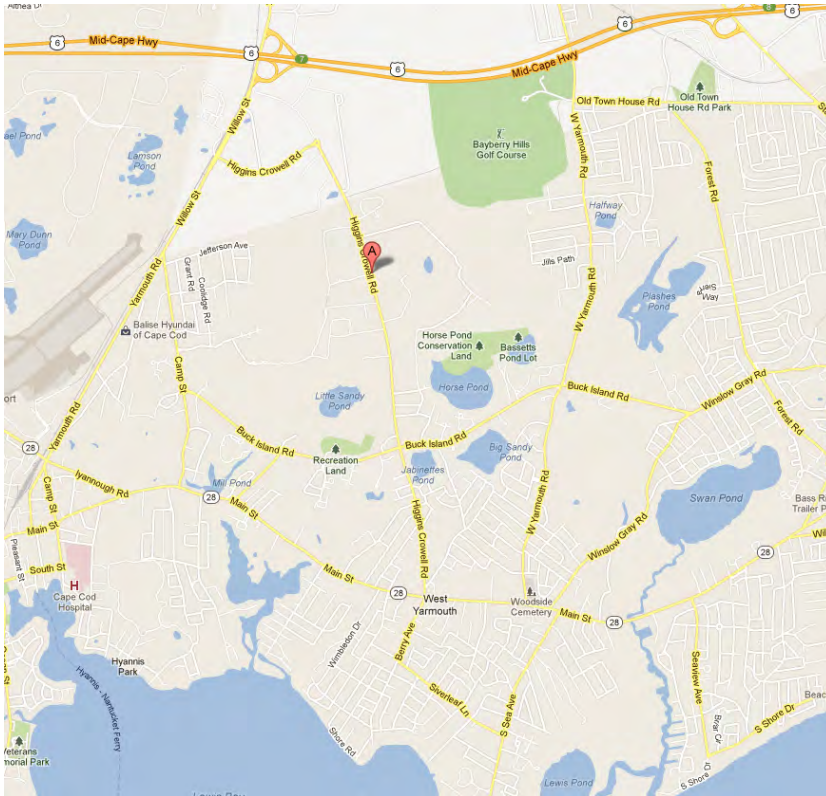
Project Budget Costs					
General Conditions		\$ 180,040	\$ 152,025	\$ 46,000	
OH & Profit		\$ 198,044	\$ 167,228	\$ 50,600	
Construction Totals		\$2,178,484	\$1,839,503	\$ 556,600	
Administrative Costs		\$ 10,892	\$ 9,198	\$ 2,783	
A/E Fees		\$ 217,848	\$ 183,950	\$ 55,660	
Total Project costs		\$2,407,225	\$2,032,650	\$ 615,043	
		Priority 1	Priority 2	Priority 3	

Priority Code Legend

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Mattacheese Middle School

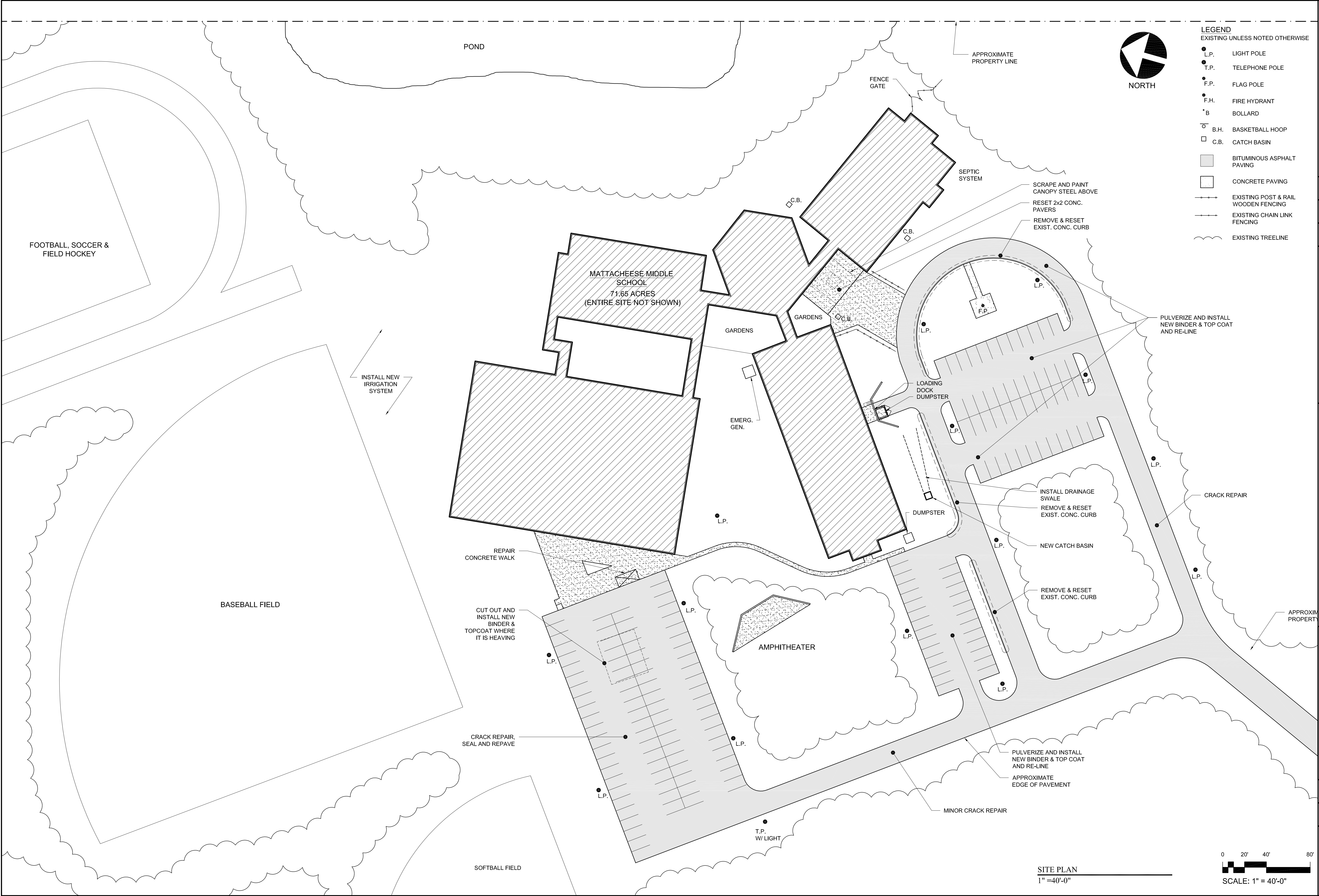
400 Higgins-Crowell Road
W. Yarmouth, Massachusetts



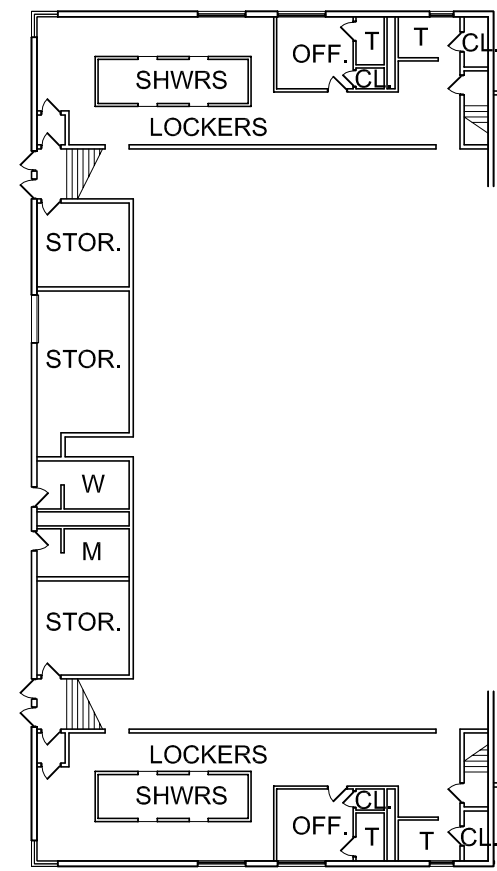
Locus Map



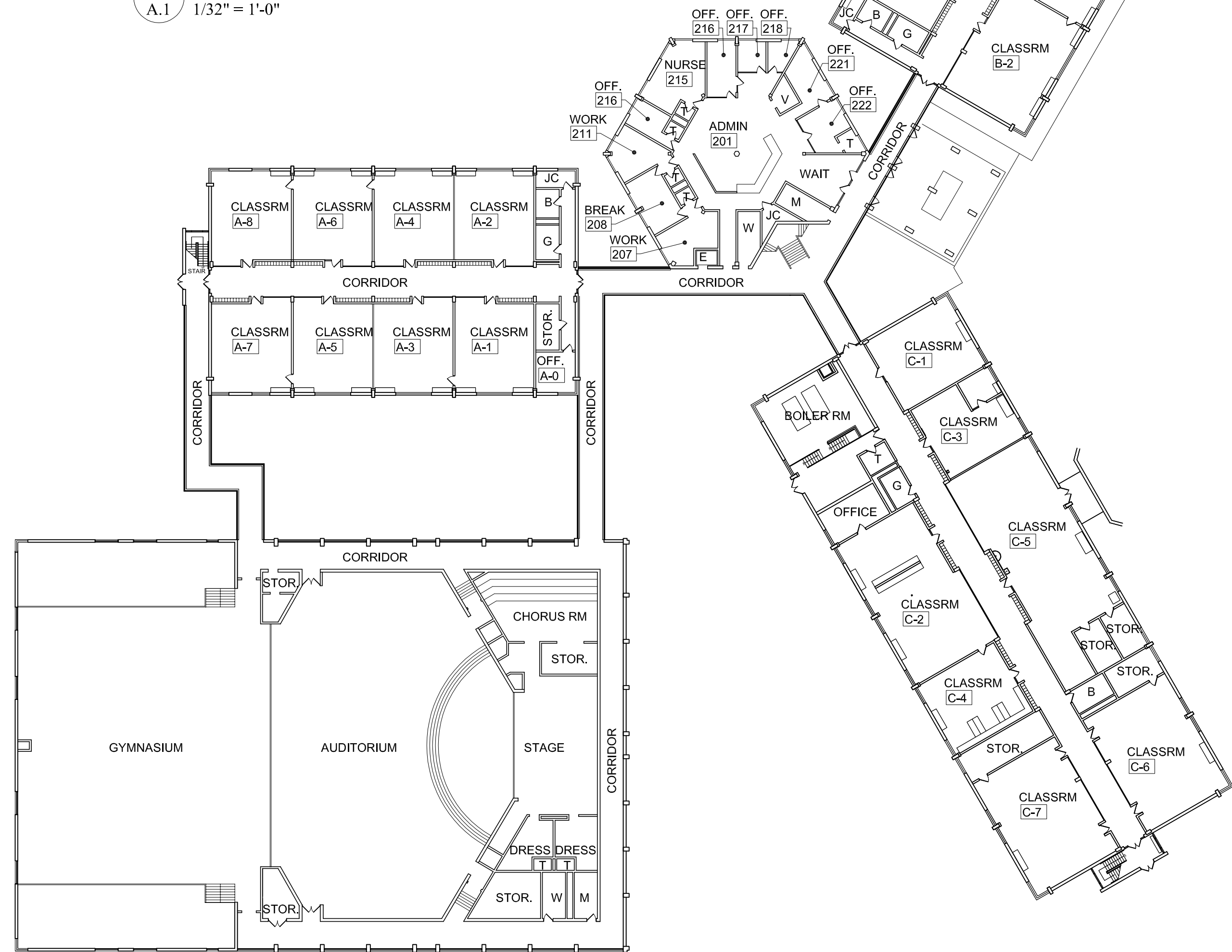
Aerial Site Plan



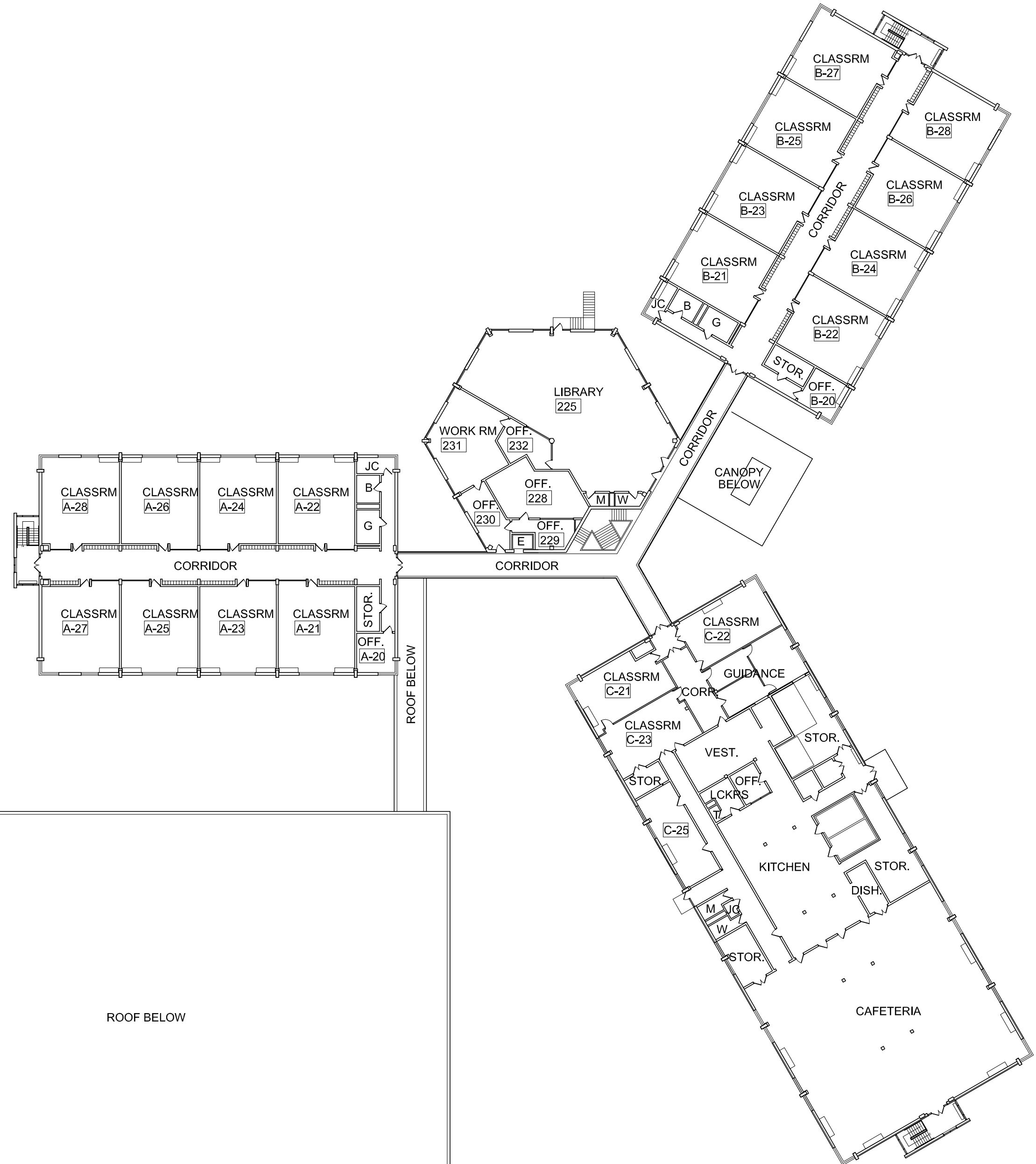
<div><div>KBA ARCHITECTS</div><div>KNIGHT, BAIGE AND ANDERSON, INC.</div></div> <div>KBA Job # ST1712</div> <div>Date: 5/24/2013</div> <div>Drawing No: <div>S1</div></div>	<div>MATTACHEESE MIDDLE SCHOOL 100 HIGGINS-CROWELL ROAD WEST YARMOUTH, MA 02673</div> <div>LONG RANGE PLANNING ASSESSMENT UPDATE</div>		<div>SITE PLAN</div>	<div>MMW</div> <div>MMW</div> <div>DPB</div>	REVISIONS	
	No:	Description:			Date:	



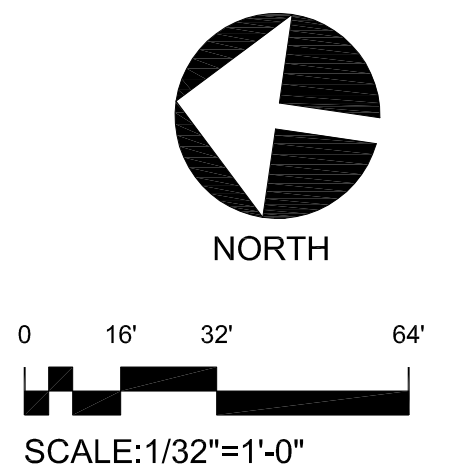
3 LOWER FLOOR PLAN
A.1 1/32" = 1'-0"







1 FIRST FLOOR PLAN
A.1 1/32" = 1'-0"



2 SECOND FLOOR PLAN
A.1 1/32" = 1'-0"








REVISIONS			
No.	Description:	Date:	
Designed MMW			
Drawn MMW			
Checked DPB			
FLOOR PLANS			
MATTACHEESE MIDDLE SCHOOL 100 HIGGINS-CROWELL ROAD WEST YARMOUTH, MA 02673			
LONG RANGE PLANNING ASSESSMENT UPDATE			
KBA ARCHITECTS KNIGHT, BAIGE AND ANDERSON, INC. 6 THIRTEENTH STREET CHARLESTOWN, MA. 02129 617-241-2807 (T) 617-241-2857 (F)			
KBA Job # ST1712			
Date: 5/24/2013			
Drawing No: A1			

SITE WORK									
FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
		Driveways							
1		Crack Repairs		SF	\$0.75	17000	\$12,750		
2		Sealer		LS	\$0.90	17000	\$15,300		
3		New Drainage Swale and Catch Basin		LS	\$5,000	1	\$5,000		
4		Pulverize and Repave		SF	\$5.50	13500	\$74,250		
		Parking							
5		Crack Repairs		SF	\$0.75	25000	\$18,750		
6		Sealer		SF	\$0.90	25000	\$22,500		
7		Line Painting		LS	\$5,000	1	\$5,000		


Priority Code Legend

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SITE WORK									
FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
8		Pulverize and Repave		SF	\$5.50	21000	\$115,500		
9		New Cape Cod Berm Curb		LF	\$20.00	200	\$4,000		
10		New Binder and Top Coat		SF	\$7.50	1500	\$11,250		
		Walkways							
11		Concrete Repairs/Replacement		SF	\$25.00	200	\$5,000		
12		Re-set 2x2 concrete pavers at entrance or new concrete		LS	\$50,000	1	\$50,000		
13		New Cape Cod berm curbs		LF	\$20.00	200	\$4,000		

Priority Code Legend

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SITE WORK									
FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
		Site Improvements							
14		Wood post and rail fence is in good condition							
15		Chain link fencing needs to be replaced		LF	\$20.00	50	\$1,000		
16		Landscaping		LS	\$5,000	1	\$5,000		
17		Loam and seeding		LS	\$5,000	1	\$5,000		
18		Railings are in good condition							
19		Re-set wood bollards		LS	\$3,000	1	\$3,000		
20		Irrigation to the baseball fields		LS	\$45,000	1	\$45,000		






Priority Code Legend

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FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
		Accessibility							
21		New HC concrete curb cuts with tactile warning		LS	\$4,000	1			\$4,000
22		Accessible parking signage and access route		LS	\$1,000	1			\$1,000
23		New concrete ramp and rails to the main entrance		LS	\$50,000	1			\$50,000
Site Work Subtotals							\$402,300	\$0	\$55,000
							Priority 1	Priority 2	Priority 3

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended






FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
		Roofs							
1		Replace existing membrane roof with new PVC membrane at Library		SF	\$17.00	5500	\$93,500		
2		Replace existing membrane roof with new PVC membrane at the classroom wings		SF	\$17.00	36000		\$612,000	
3		PVC Roofs @ Aud/Gym have been replaced within the past 5 years and are in good condition							
4		Kalwall Skylights at the entry canopy are delaminating and should be replaced		SF	\$60.00	1200	\$72,000		
5		Scrape and Paint Canopy Support Steel Framing		LS	\$5,000	1	\$5,000		

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

EXTERIOR ENVELOPE

FY14 Recommendations, Cost & Priorities




Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
		Exterior Walls							
6		Masonry is in very good condition but there are several minor repairs to be made to brick joints		LS	\$4,000	1		\$4,000	
7		Concrete fascia repairs		SF	\$30.00	1700	\$51,000		
8		Concrete waffle soffit repairs/seal		SF	\$10.00	14380	\$143,800		
9		Concrete stair repair/repaint		EA	\$7,500	2	\$15,000		
10		Repair mosaic tile at auditorium		LS	\$3,000	1	\$3,000		
11		Concrete column repairs		LS	\$5,000	1	\$5,000		
12		Masonry cleaning/ power-washing		SF	\$0.50	25000	\$12,500		
13		Masonry sealer		SF	\$0.50	25000	\$12,500		
14		Caulking		LS	\$5,000	1	\$5,000		

Priority Code Legend

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EXTERIOR ENVELOPE





FY14 Recommendations, Cost & Priorities

Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
		Doors/Windows							
15		Corridor windows replacement		SF	\$95.00	13700	\$1,301,500		
16		Classroom windows replacement		SF	\$85.00	4200	\$357,000		
17		Kalwall replacement		SF	\$70.00	2700	\$189,000		
18		HM corridor window wall replacement with new storefront		SF	\$90.00	900	\$81,000		
19		Entrance door replacement		EA	\$2,500	18	\$45,000		
Exterior Envelope Subtotals							\$2,391,800	\$616,000	\$0
							Priority 1	Priority 2	Priority 3

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

ARCHITECTURAL INTERIORS





FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
		Space Types					Priority 1	Priority 2	Priority 3
		Classrooms							
1		Resilient tile floors - Generally, floors are in good condition but local repairs are required. Painted CMU Walls are in good condition - maintain as needed	40,800 sqft	LS	\$5,000	1		\$5,000	
2 3		Exposed waffle slab ceiling are in good condition							
		Corridors							
4		Resilient tile floors - Tile floors were replaced around 2000 with new VCT. Generally, floors are in good condition but local repairs are required.		LS	\$2,000	1		\$2,000	
5		Quarry tile floors at corridor and lobby around gymnasium and auditorium are in bad condition, are loosened from the concrete slab and need to be repaired and reset.		SF	\$20.00	400	\$8,000		

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

ARCHITECTURAL INTERIORS

FY14 Recommendations, Cost & Priorities





Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
6		Painted CMU walls are in good condition - maintain							
7		Exposed waffle slabs - painted and in good condition							
8		Lockers need to be maintained. Consider replacement in the future		EA	\$200.00	500			\$100,000
		Media Center							
9		Carpet - in good condition. Consider replacement in the future							
10		Painted CMU walls are in good condition and should be maintained							
11		Ceilings - Exposed painted steel and tectum are in good condition							

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

ARCHITECTURAL INTERIORS





FY14 Recommendations, Cost & Priorities

Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
		Gymnasium							
12		Wood floor are in good condition - refinish as per a maintenance schedule		SF	\$7.50	4500		\$33,750	
13		Painted plaster walls are in good condition - maintenance paint as required							
14		Exposed steel and tectum ceilings are in good condition							
		Locker Rooms							
15		Painted concrete floors are in good condition and need to be maintained							
16		Painted CMU above ceramic tile							

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended





ARCHITECTURAL INTERIORS

FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
17		Shower/toilets - ceramic tile floors and walls are in good condition							
18		Painted exposed concrete ceilings are in good condition							
		Auditorium							
19		Carpet - in good condition , consider future replacement		SY	\$33.00	750			\$24,750
20		Retractable acoustical separation wall between the auditorium and the gym was recently replaced		SF		3000			
21		Auditorium seating - many seats have been replaced with mongrol seating - replacement with padded seating could be considered in the future		EA	\$120.00	700		\$84,000	
22		Exposed brick walls are in good condition							

Priority Code Legend

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ARCHITECTURAL INTERIORS





FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
23		Exposed steel and painted GWB							
		Toilets							
24		Seamless resin flooring are in decent shape but should be recoated		SF	\$7.50	4000		\$30,000	
25		Painted CMU and accent ceramic tile walls are in good condition but should be maintained		LS	\$13,000	1		\$13,000	
26		Exposed waffle slab in good condition							
		Cafeteria							
27		Vinyl tile floors replaced around 2000 are in good condition							

Priority Code Legend

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ARCHITECTURAL INTERIORS




FY14 Recommendations, Cost & Priorities

Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
28		Painted CMU walls are in good condition							
29		Acoustical tile ceiling - tiles are cupping and should be replaced in the future		SF	\$4.50	5500	\$24,750		
		Kitchen							
30		Quarry tile floors have areas that are failing that need to be removed and repaired/replaced		SF	\$20.00	2500	\$50,000		
31		Unpainted and painted CMU walls - all walls should be painted		LS	\$8,000	1	\$8,000		

Priority Code Legend

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ARCHITECTURAL INTERIORS

FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
32		Painted exposed concrete waffle slab is in good condition and should be repainted		LS	\$5,000	1	\$5,000		
		Administration							
33		VCT floors are in good condition							
34		Painted CMU walls are in good condition and should be maintained							
35		Acoustical tile ceilings are in good condition							
		Health Suite							
36		VCT floors are in good condition							
37		Painted CMU walls are in good condition							
38		Acoustical tile ceilings are in good condition							

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

ARCHITECTURAL INTERIORS

FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
		Miscellaneous							
39		Interior doors and frames - repair		LS	\$5,000	1		\$5,000	
40		Interior door hardware - repair/replace		LS	\$5,000	1		\$5,000	
41		Chalk boards/marker boards - replace		LS	\$5,000	1		\$5,000	
42		Toilet compartments - repairs		LS	\$3,000	1		\$3,000	
43		Toilet room accessories		LS	\$1,000	1		\$1,000	
44		Drinking fountains - repairs		LS	\$3,000	1		\$3,000	
		Install new keyless access door including work at head end		LS	\$34,000	1	\$34,000		
		Accessibility (if triggered)							
45		Corridor passage doors to be widened		EA	\$15,000	13			\$195,000
46		Modify stairways, risers, treads and rails		EA	\$20,000	4			\$80,000
47		Ramp to the gym is too steep, install a lift		EA	\$40,000	1			\$40,000
48		Make student toilets accessible		EA	\$8,000	13			\$104,000
49		Install accessible drinking fountains		EA	\$7,500	6			\$45,000
50		Replace one elevator and install one new elevator		EA	\$150,000	2			\$300,000
51		Make classroom sinks accessible		EA	\$2,500	36			\$90,000
52		New accessible hardware		LS	\$5,000	1			\$5,000
53		Install whiteboards at each classroom		EA	\$650	32			\$20,800
		Entrance security sequence modification							
		Install new partitions, doors and electronic hardware to create a security point for check in during occupied times		LS	\$30,000	1	\$30,000		
Architectural Interiors Subtotals							\$159,750	\$189,750	\$1,004,550
							Priority 1	Priority 2	Priority 3

Priority Code Legend

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FIRE PROTECTION

FY14 Recommendations, Cost & Priorities

Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
1		Fully sprinkler building	Provide in major upgrade.	LS	\$705,000	1			\$705,000
2		Provide fire pump if necessary	Provide in major upgrade.	LS	\$65,000	1			\$65,000
3		Fire Service	Provide in major upgrade.	LS	\$20,000	1			\$20,000
Fire Protection Subtotals							\$0	\$0	\$790,000
							Priority 1	Priority 2	Priority 3

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended






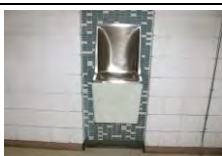


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PLUMBING

FY14 Recommendations, Cost & Priorities

Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
1		The sanitary drainage piping, grease trap, & floor drains are in fair condition w/ piping replaced as required.	Continue to replace piping as needed until major upgrade	LS	\$10,000	1	\$10,000		
2		Domestic hot & cold water piping & valves are in fair condition, corrosion visible. Piping being replaced as required.	Continue to replace piping as needed until major upgrade	LS	\$7,000	1	\$7,000		
3		The domestic water heater & recirculation system is in good condition, no master mixing valve noted	Provide master mixing valve, store water @ 140F avoid Legioneres Disease	LS	\$3,500	1	\$3,500		
4		Pipe insulation is in good condition. Some cold water piping is uninsulated at backflow preventer & hot water piping at circulator pumps in the boiler room	Insulate uninsulated water piping	LS	\$2,300	1	\$2,300		
5		Valves, backflow preventers & mixing valves are in good condition	Test backflow preventers annually	LS	\$1,200	1	\$1,200		
6		Electric water coolers are aged in fair condition.	Recommend replacing with accessible fixtures in major upgrade.	LS	\$24,000	1	\$24,000		

Priority Code Legend

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PLUMBING

FY14 Recommendations, Cost & Priorities




Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
7		Urinals & flush valves are in good condition. Replace fixture with high efficiency fixture.		LS	\$16,000	1			\$16,000
8		Vanity type lavatories are in good condition. Newer faucets are single lever type which are not code compliant. Original wall hung lavatories have widespread faucets & are in fair condition.	Replace faucets w/ metering type faucet, code compliant, water conserving type.	LS	\$16,000	1	\$16,000		
9		Water closets and flush valves are in good condition. Replace original fixtures with high efficiency fixtures.	Replace fixtures in major upgrade.	LS	\$28,000	1			\$28,000
10		Classroom sinks & faucets which are in fair to good condition. Replace with water conserving accessible fixtures.	Replace fixtures in major upgrade.	LS	\$16,000	1			\$16,000
11		Original mop receptors are in fair condition; faucets & backflow preventors are in good condition	Test backflow preventers annually						
12		There are essentially no accessible fixtures throughout the facility. Some fixtures have been removed & not replaced so fixture counts may be low in some areas presently.	Provide accessible water conserving plumbing fixtures in major upgrade. Cost is under individual fixtures.						
13		There is ponding at roofs that were recently reroofed. Drainage required.	Install supplemental roof drains	LS	\$20,000	\$1	\$20,000		
Plumbing Subtotals							\$84,000	\$0	\$60,000
							Priority 1	Priority 2	Priority 3

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended



HVAC

FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
1	 Heating Pump  2012 Variable Frequency Drives  Circulating Pumps	<p>A new oil tank monitoring and lock system should be installed. Mechanical Room: Boilers: HB Smith 4500 Mills 22 section 5823 MBH net output, Webster - dual fuel burners. Combustion air: high louver ducted down to 12" AFF. Fuseomatic above boiler, fire eye opacity control. Fuel oil pump for each boiler burner. Zone pumps: Building: 290 GPM @35TDH 5HP, A wing: 182 GPM @39TDH 3HP, Admin: 70 GPM@21.5TDH, 2HP, 2HP, A wing: 130 GPM@35TDH 2 HP. 2012 new variable speed drives, super E motors with aegis bearing protection on all pumps except spare pumps. Pump #5 is a new pump. All pumps are missing couplings guards. Pneumatic Controls/Compressor. Heat exchanger for domestic hot water heater. Summer boiler for domestic hot water heater. Burner shutoff at upper level of boiler room. Breeching into masonry chimney (Asbestos?). RBPB and meter for makeup water to each boiler. Expansion tanks overhead. Recommendation: Reinstall pump coupling guards. Expand DDC control of building.</p>	Equipment 48 years old and at end of useable life.						
			Install new tank monitoring and lock	LS	\$20,000	1	\$20,000		
			New Boilers & Equipment	SF	\$2	156,500	\$352,125		
			DDC Controls	SF	\$6	156,500	\$939,000		
			HVAC Equipment Replacement (Building-wide)	SF	\$24	156,500	\$3,756,000		
2		Corridors - General: Radiation for heating.							
3		Corridors - A Wing: Cabinet unit heaters for heating.							
4		Crawlspace: Unventilated. Recommendation: Add ventilation.	Crawlspace Ventilation	SF	\$0.30	156,500	\$46,950		
5		Electric Room: ATC compressor/air dryer for pneumatic controls. Fuel oil pumps, oil tank. No ventilation. Recommendation: Add ventilation.	Electric Room Ventilator	LS	\$8,500	1	\$8,500		
6		Administrative Offices: UV for heating and ventilating, operable windows and window AC units for cooling.	Equipment at end of useable life.						

Priority Code Legend

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HVAC

FY14 Recommendations, Cost & Priorities

Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
7		Typical Classroom: UV for heating and ventilating, operable windows. Console exhaust fan for UV relief.	Equipment at end of useable life.						
8		Art Classrooms: UV's for ventilation/heat, operable windows, 2 kilns with hood vented to outdoors with exhaust fan and makeup air duct(works poorly).	Equipment at end of useable life.						
9		Former Shop Classroom: UVs for heating and ventilating, operable windows. Unit heaters for heating.	Equipment at end of useable life.						
10		Locker Room: UV for heating and ventilating, propeller wall exhaust fan and dehumidifier.	Equipment at end of useable life.						
11	 Gym Air Handler	Gymnasium: (2) air turnover units on one side of space, exhaust through wall registers in opposite side of space.	Equipment at end of useable life.						
12		Auditorium (2) air handling units on one side of stage, exhaust through wall registers in opposite side of space, destratification fans.	Equipment at end of useable life.						
13		Miscellaneous Spaces: Hot water heating and general exhaust.							
14		Entries/Vestibules: Cabinet unit heaters for heating.							
15		Bathrooms: Hot water heating, general exhaust makeup air through door louvers 80% of bathrooms have been renovated.							
16	 Science Classroom Hood Exhaust	Science Classrooms: UV for heating and ventilating, operable windows fumehood exhaust.							
17		Practice Room: UV for heating and ventilating, operable windows.	Equipment at end of useable life.						
18		Computer Room: UV for heating and ventilating, operable windows destratification fans, No AC. Recommendation: Add cooling.							

Priority Code Legend



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HVAC

FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
19		Library: UV for heating and ventilating, operable windows.	Equipment at end of useable life.						
20		Cafeteria: UV for heating and ventilating, operable windows, general exhaust.	Equipment at end of useable life.						
21	 Kitchen Hood  Kitchen Steam Boiler	Kitchen: Welded SS exhaust for dishwasher, hood exhaust with ansul for one side, UV for makeup air and heating, destratification fans and Sussman 90KW electric boiler for steam to kettles. Walk-in cooler condensing units mounted on roof outside.	Equipment at end of useable life.						
22		SPED Rooms: Toshiba ductless air conditioners.	Recently added.						
23		MDF Room: Exhaust for cooling.							
24		General - Add Ductless AC units for office spaces	Add at various offices	SF	\$15.00	5000	\$75,000		
25		300 Wing Classrooms: UV for heating and ventilation ductless air conditioners.	Ductless AC recently added.						
26		Building Wide: Major pieces of equipment DDC controlled, new sedona controls, new controls for cafeteria, auditorium & gym. New DDC Controls not on emergency power. Existing dampers have electric actuators. Recommendation: Convert more equipment to DDC controls.							
HVAC Subtotals							\$5,197,575	\$0	\$0
							Priority 1	Priority 2	Priority 3

Priority Code Legend

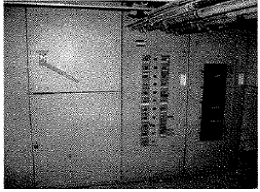



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ELECTRICAL

FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
1		Power Service: Equipment is in fair working order. Recommendations: Replace electrical switchgear.	Life expectancy has been reached.	SF	\$1	156600		\$156,600	
2		Panels: Equipment is in fair working order. Recommendations: Panels should be replaced.	Life expectancy has been reached.	SF	\$1	156600		\$156,600	
3		Exterior/Site Lighting: Light fixtures on building are in good condition. New roadway lighting pole fixtures have been installed with LED lighting. Additional site lighting is needed. Recommendations: Install new exterior site lighting		LS	\$30,000	1	\$30,000		
4		Classroom Lighting: Lighting is in fair condition. Recommendations: Add occupancy sensors with wall switches to classrooms.		EA	\$300	110			\$33,000
5		Corridor Lighting: Lighting is in fair condition. Recommendations: Provide occupancy sensory for every other fixture.		EA	\$300	20			\$6,000
6		Replace the auditorium general lighting		LS	\$30,000	1	\$30,000		

Priority Code Legend


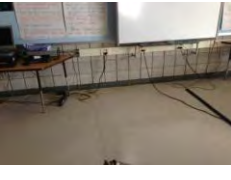


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ELECTRICAL

FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
7		Power Distribution: Recommendations: Original panels should be replaced.	Cost for this item is included in Item 2 above.						
8		Equipment Wiring: The wiring is in fair condition. Recommendations: New circuits are only needed as areas are renovated.							
9		Locker Room Lighting: Lighting is poor and space is dark. Recommendations: Provide additional lighting in Locker Room.	Added item from previous report.	EA	\$300	24	\$7,200		
10		Clock/Bell/Paging: The intercom system is in good condition. Clocks have been replaced with Sapling. New intercom has been installed in the classrooms. Recommendations: None	Item has been addressed since previous study.						
11		Exit Signs: Recommendations: Add illuminated in all areas such as Kitchen.	Added item from previous report.	SF	\$0.15	156500	\$23,475		
12		Fire Alarm: The fire alarm system is in good condition and code compliant. Recommendations: None			\$0	0			
13		Toilet Room: Strobe lights are not located in toilet room. Recommendations: Add strobe lights.	Added item from previous report.	EA	\$500	10	\$5,000		

Priority Code Legend

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ELECTRICAL

FY14 Recommendations, Cost & Priorities

Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
14		Technology: New phone system is being contemplated system-wide. Recommendations: Install new phone system to match sytem system		SF	\$0.50	156500	\$78,250		
15		Emergency Power & Lighting: Update new ATS-LS in 2 hr rated room. New life panel has been installed. Recommendations: None	Added item from previous report.						
16		Generator: The generator is in good condition and appears to be well maintained. Recommendations: None.							
17		Security: New Security System with door buzzer and intercom at main entrance has been installed. Recommendations: None	Item has been addressed since previous study.						
Electrical Subtotals							\$173,925	\$313,200	\$39,000
							Priority 1	Priority 2	Priority 3

Priority Code Legend

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COST SUMMARY

FY14 Recommendations, Cost & Priorities					
Item		Trade Item	Cost		
			Priority 1	Priority 2	Priority 3
1		Site Work	\$402,300	\$0	\$55,000
2		Exterior Envelope	\$2,391,800	\$616,000	\$0
3		Architectural Interiors	\$159,750	\$189,750	\$1,004,550
4		Fire Protection	\$0	\$0	\$790,000
5		Plumbing	\$84,000	\$0	\$60,000
6		HVAC	\$5,197,575	\$0	\$0
7		Electrical	\$173,925	\$313,200	\$39,000
			\$8,409,350	\$1,118,950	\$1,948,550

Project Budget Costs					
General Conditions		\$ 840,935	\$ 111,895	\$ 194,855	
OH & Profit		\$ 925,029	\$ 123,085	\$ 214,341	
Construction Totals		\$10,175,314	\$1,353,930	\$2,357,746	
Administrative Costs		\$ 50,877	\$ 6,770	\$ 11,789	
A/E Fees		\$ 1,017,531	\$ 135,393	\$ 235,775	
Total Project costs		\$11,243,721	\$1,496,092	\$2,605,309	
		Priority 1	Priority 2	Priority 3	

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No action immediate recommended

COMBINED YARMOUTH SCHOOLS COST SUMMARY

FY14 Recommendations, Cost & Priorities				
		Cost		
		Priority 1	Priority 2	Priority 3
ME Small Elementary School		\$1,775,650	\$1,520,250	\$460,000
Project Budget Costs				
General Conditions		\$ 177,565	\$ 152,025	\$ 46,000
OH & Profit		\$ 195,322	\$ 167,228	\$ 50,600
Construction Totals		\$ 2,148,537	\$1,839,503	\$ 556,600
Administrative Costs		\$ 10,743	\$ 9,198	\$ 2,783
A/E Fees		\$ 214,854	\$ 183,950	\$ 55,660
Total Project costs - ME Small ES		\$ 2,374,133	\$2,032,650	\$ 615,043
Station Avenue Elementary School		\$582,550	\$1,130,440	\$72,600
Project Budget Costs				
General Conditions		\$ 58,255	\$ 113,044	\$ 7,260
OH & Profit		\$ 64,081	\$ 124,348	\$ 7,986
Construction Totals		\$ 704,886	\$1,367,832	\$ 87,846
Administrative Costs		\$ 3,524	\$ 6,839	\$ 439
A/E Fees		\$ 70,489	\$ 136,783	\$ 8,785
Total Project costs - Station Ave ES		\$ 778,898	\$1,511,455	\$ 97,070
Mattacheese Middle School		\$8,409,350	\$1,118,950	\$1,948,550
Project Budget Costs				
General Conditions		\$ 840,935	\$ 111,895	\$ 194,855
OH & Profit		\$ 925,029	\$ 123,085	\$ 214,341
Construction Totals		\$ 10,175,314	\$1,353,930	\$2,357,746
Administrative Costs		\$ 50,877	\$ 6,770	\$ 11,789
A/E Fees		\$ 1,017,531	\$ 135,393	\$ 235,775
Total Project costs - Mattacheese MS		\$ 11,243,721	\$1,496,092	\$2,605,309
Total Project costs - Yarmouth Schools		\$ 14,396,753	\$5,040,197	\$3,317,422
		Priority 1	Priority 2	Priority 3

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No action immediate recommended

Capital Assessment Plan for the Dennis Public Schools

Ezra Baker Elementary School



Wixon Middle School



Prepared by

KBA ARCHITECTS
KNIGHT, BAGGE AND ANDERSON, INC.
6 Thirteenth Street
Charlestown, MA 02129

 **GARCIA • GALUSKA • DESOUSA**
Consulting Engineers Inc.
370 Faunce Corner Road, Dartmouth, MA 02747-1217
370 Faunce Corner Road
Dartmouth, MA 02747

December 20, 2013

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The Dennis-Yarmouth Regional School District has been proactive in dealing with the maintenance and upkeep of all the school buildings. A Capital Assessment Plan for all of the elementary schools and middle school was completed in 2008. Some of the recommended improvements noted in that plan have been implemented. There are many recommended improvements that were not completed and a re-assessment of the needs is in order. This study is a re-evaluation of the needs presented in the 2008 report and also provides a series of new needs that have emerged since the last survey. This report will allow for a prioritized list of work items and funding to be scheduled before the conditions change and major repairs became necessary.

Although the facility maintenance department continues to schedule routine maintenance improvements and upgrades, there are items in each of the schools that should be reviewed that fall outside the prevue of regular maintenance review.

The current school administration is seeking to be able to forecast building needs and funds and seek to produce a current assessment plan for all of the schools in the DY District. This assessment report will serve as the “master plan” of building components that should be addressed. This report projects costs for the next 5 years and establishes a hierarchy of when the components should be dealt with based on the observed present conditions.

CAPITAL ASSESSMENT PLAN DESCRIPTION

General

Knight, Bagge & Anderson, Inc. was requested by the Dennis-Yarmouth Regional School District to review and update the Capital Assessment Study of all public schools in the District that was completed in 2008. The study includes:

- Field assessment of existing conditions including site, architectural, plumbing, mechanical and electrical components
- Quality Assessment of potential work items
- Generate plan documents of each building
- Note and photo documentation of existing conditions
- Cost estimates based on a 5-year projection of phased expenditures

The engineering firm of Garcia, Galuska, DeSouza. provided services for plumbing, mechanical and electrical systems.

Methods Employed

Facility Analysis

Initially KBA produced all of the existing site plans and floor plans for each school on CADD. Site visits were made to confirm the accuracy of the plans. Team members for all disciplines (Architectural, plumbing, mechanical and electrical) made field observations of all systems and components in each building. Conditions were photographed and documented. Questionnaires about systems at each school were issued to the district and their responses have been incorporated into this report. Interviews of maintenance and school administrators were conducted to gain input about the history and observed performance of the building systems and components.

Cost Estimates

Quantity take offs were made of all building components. Based on field evaluation and assessments of each building element, a hierarchy was established that predicts the anticipated life expectancy remaining for each element. Cost estimates were then generated that reflect the hierarchy of work items and forecast both the critical time and projected cost impact of addressing the capital improvements over the next 5-year period.

Assessment Report Intent

This report is a review of the conditions of numerous items and systems throughout each school building. We have presented our professional opinions as to when each item should need to be addressed. It is recommended that this report be reviewed annually and updated to address any items that may not have performed as anticipated that need to be adjusted as to when it should be addressed.

PERTINENT CODE ISSUES & SCHOOL BUILDING ASSESSED VALUES

There are many Building Code issues that come into play in evaluating the triggers for work that must be performed as part of any school renovation project. Several building codes are triggered based on the cost of a project. The Massachusetts Architectural Access Board (MAAB) and the codes governing when a building must have sprinklers installed are two such items that must be evaluated in determining the scope of work for any proposed work at the schools.

1. Building Accessibility for Persons with Disabilities

Requirements

Alterations to the building must comply with the requirements of the Massachusetts Architectural Access Board Regulations (521 CMR). For existing school buildings the requirements of 521 CMR are based on the cost of the proposed work. If the cost of the proposed work is **less than \$100,000**, only the new work must comply. If the cost of the proposed work is **greater than \$100,000**, then all new work must comply and the existing building must include an accessible public entrance, toilet room, telephone and drinking fountain (if public phones and drinking fountains are provided) (521 CMR Section 3.3.1(b)). Exempt work when calculating the cost of work includes roof repairs or replacement, window repairs or replacement and repointing and masonry repair work. The total amount of exempt work allowed to be deducted from this compliance threshold totals \$500,000 in any three-year period. If the cost of the proposed work is **greater than 30% of the fully assessed cash value** of the existing building, then the entire building is required to fully comply with 521 CMR (521 CMR Section 3.3.2). There is no exempt work in determining the 30% criteria.

As described above, any proposed work that exceeds \$100,000 will require that an accessible entrance, toilet rooms and drinking fountain be provided. The full assessed value of each of the existing school buildings is presented in this report. Therefore, any proposed work over a 36 month period exceeding the 30% threshold mandates that that entire school be brought into compliance.

2. Fire Protection Systems:

Requirements

780 CMR. Fire protection systems required by 780 CMR 9 (including fire sprinklers, standpipe systems, fire alarm systems, fire detection systems, and/or fire extinguishers) are required to be provided in existing buildings (or portions thereof), which are substantially altered or substantially renovated. A substantial renovation or alteration is defined as work, which is major in scope and expenditure when compared to the work and expenditure, required for the installation of a fire protection system. The building official makes the determination of whether a particular renovation is substantial (780 CMR Section 3404.12 & 3401.1). Although the definition of substantial renovation does not contain a specific dollar threshold, if the cost of the fire protection system can be included in the project budget without increasing the project budget by more than 15% the renovation is generally considered substantial. A 15% threshold has been added to the fire protection requirements for existing buildings in the 7th edition of 780 CMR which is now governing project design since September, 2008.

As described above, if the cost to install a new sprinkler system in any of the schools is less than 15% of the cost of the proposed renovation, then the project is considered to be a substantial renovation and if so, then installing a sprinkler system would be required.

PERTINENT CODE ISSUES & SCHOOL BUILDING ASSESSED VALUES

SCHOOL ASSESSED VALUES

The fully assessed values for each of the schools was provided by the Dennis Assessor's Office. The following are the values for the schools in Dennis:

School	Building Assessed Value
Ezra Baker Elem.	\$1,490,000
Wixon MS	\$5,096,600

Therefore, it is important to evaluate the possible increased scope of work that may be the result of the dollar value of proposed work during any 36 month period that could trigger the need for code improvement upgrades, most notably the Massachusetts Architectural Access Code.

From the MAAB perspective, if the value of permitted work over any 36 month period exceeds 30 percent of the full assessed value of the building, then the work must include bringing the entire building into compliance with MAAB. Those values for the schools in Dennis are as follows:

Ezra Baker $\$1,490,000 \times 30\% = \mathbf{\$447,000}$

Wixon MS $\$5,096,600 \times 30\% = \mathbf{\$1,528,980}$

SCHOOL BUILDING HISTORY/ DESCRIPTION

Ezra Baker Elementary School

810 Route 28

West Dennis, MA

Principal: Kevin Depin

Current Grades: PK-3 & Seal Program

2013-2014 Student Enrollment: 400

Total Square Footage: 68,000 s.f.

The original building was constructed in 1930 and additions were built in the 1950's and 1960's. Since the additions in the 50's and 60's several major improvement projects were completed including window replacement done over 15 years ago and the addition of 2 elevators in 2000 and 2002 that made all levels and programs in the building accessible for wheelchair users. The original building is masonry construction, as are each of the additions. Major improvements were done to the Baker Elementary School in 2012 including new windows, new roofs and accessibility upgrades throughout the building. The building site is 14 acres and there are paved drives and parking on the southeast side as well as a large parking lot on the west side of the site. There are baseball fields on the east and northeast sides of the site, a playground at the east side and a large open field to the north of the building.

Nathaniel Wixon Middle School

901 Route 134

South Dennis, MA

Principal: Emily Mezzetti

Current Grades: 4-5

2013-2014 Student Enrollment: 500

Total Square Footage: 117,500

The original building was constructed in 1969 and an addition was built in 1990. The majority of the building is a single story structure, however, the back of the site is sloped downward so there is a lower level classroom wing at the rear of

SCHOOL BUILDING HISTORY/ DESCRIPTION

the building. The existing building, and the addition, have exterior brick veneer and exposed CMU backup on the interior. Most of the roofs are sloped slightly and there are several flat roofs. All roofs are covered with a single-ply, adhered rubber membrane. There is a paved drive around the entire building and there are large parking lots, one on the northern side of the site and one to the southern end of the building. There is a smaller lot in front of the building with a limited quantity of designated parking spaces. There is a tot lot and playground located on the southwest side of the site and there are baseball and softball fields toward the south side of the lot. There is a 5 lane, quarter mile running track along the east edge of the site that can be seen from Route 134.

ASSESSMENT SURVEY INFORMATION

ASSESSMENT SURVEY INFORMATION

All components of the buildings and site were viewed, documented and photographed. A professional judgment of the observed conditions was made and a priority scale value of 1, 2 or 3 was assessed to each item. The Conditions scale is as follows:

Priority

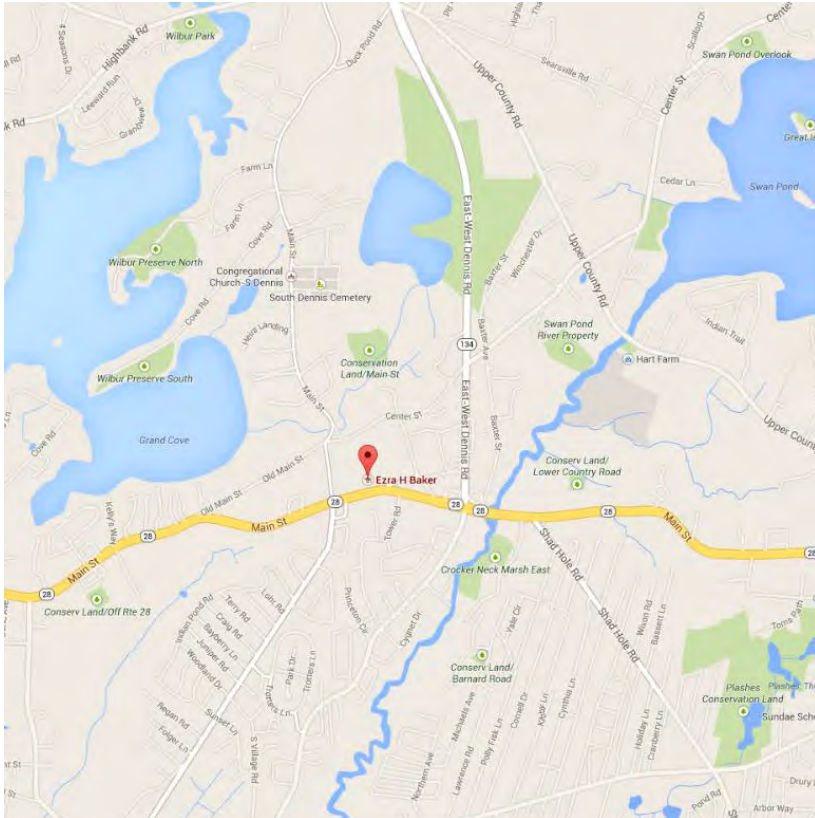
1. Is given to an item where action is recommended immediately (within 1 – 3 years). These items include life safety issues.
2. Is given to an item where immediate action is not warranted, however, repairs should be anticipated within 4 – 5 years.
3. Is given to an item that is performing as designed and no actions to repair/replace should be required within the next 5 years.

COST ESTIMATE DESCRIPTION

The format for the cost estimate is broken down into the priority assessment mentioned in the Existing Conditions Survey. This breakdown provides a clear listing and cost for items that are recommended to be addressed in the coming 1 - 3 years and also projects the costs to address anticipated items in the next 4 - 5 years.

There is a tabulation of costs, according to priority, at the end of the estimate for each school.

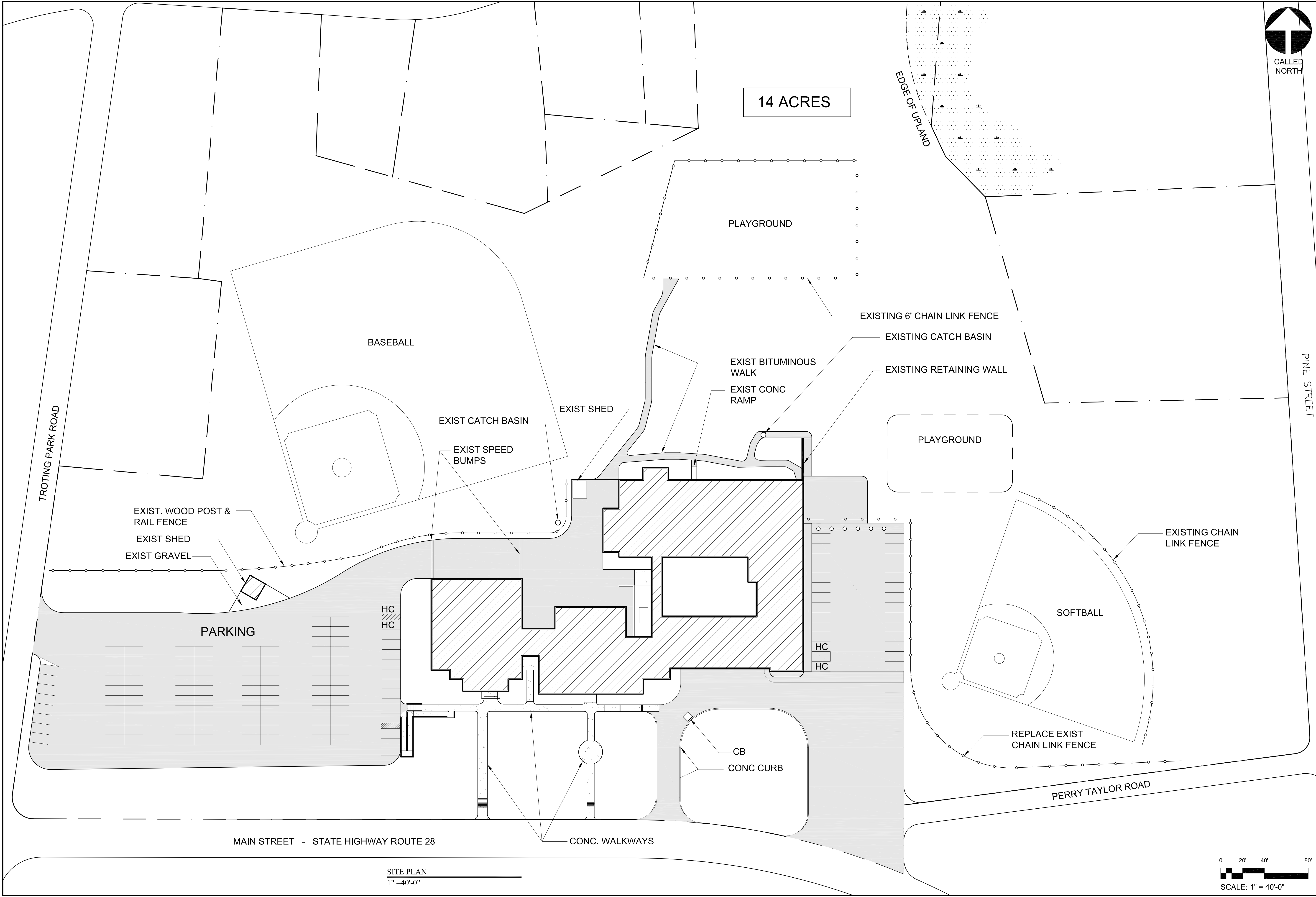
Ezra H. Baker Elementary School
810 Route 28
West Dennis, Massachusetts



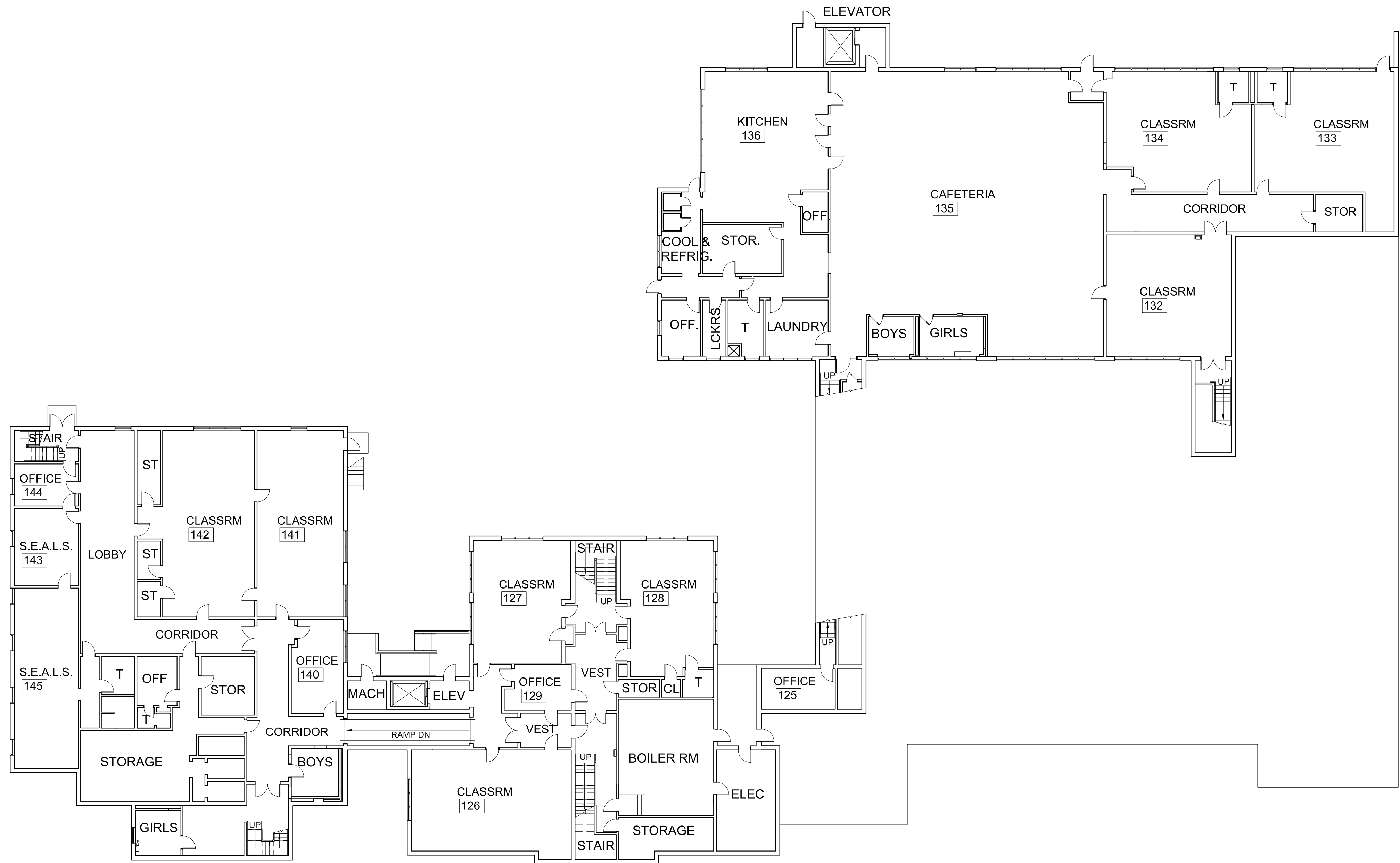
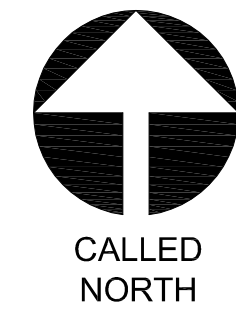
Locus Map



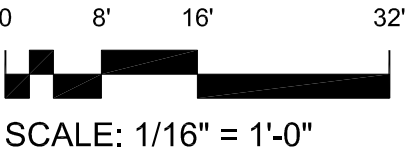
Aerial Site Plan



S1	Drawing No:	5/24/2013	Date:	ST1712	<div>KBA ARCHITECTS KNIGHT, BAIGE AND ANDERSON, INC. 6 THIRTEENTH STREET CHARLESTOWN, MA. 02129 617-241-2807 (T) 617-241-2857 (F)</div>	EZRA BAKER ELEMENTARY SCHOOL 810 MAIN STREET - ROUTE 28 WEST DENNIS, MA 02670	LONG RANGE PLANNING ASSESSMENT UPDATE	SITE PLAN	Checked DPB	Drawn MMW	Designed MMW	REVISIONS	
	No:	Description:	Date:										



GROUND FLOOR PLAN
1/16" = 1'-0"



REVISIONS		Date:	
No.	Description:		

Designed MMW
Drawn MMW
Checked DPB

GROUND FLOOR PLAN

EZRA BAKER ELEMENTARY SCHOOL
810 MAIN STREET - ROUTE 28
WEST DENNIS, MA 02670

LONG RANGE PLANNING ASSESSMENT UPDATE

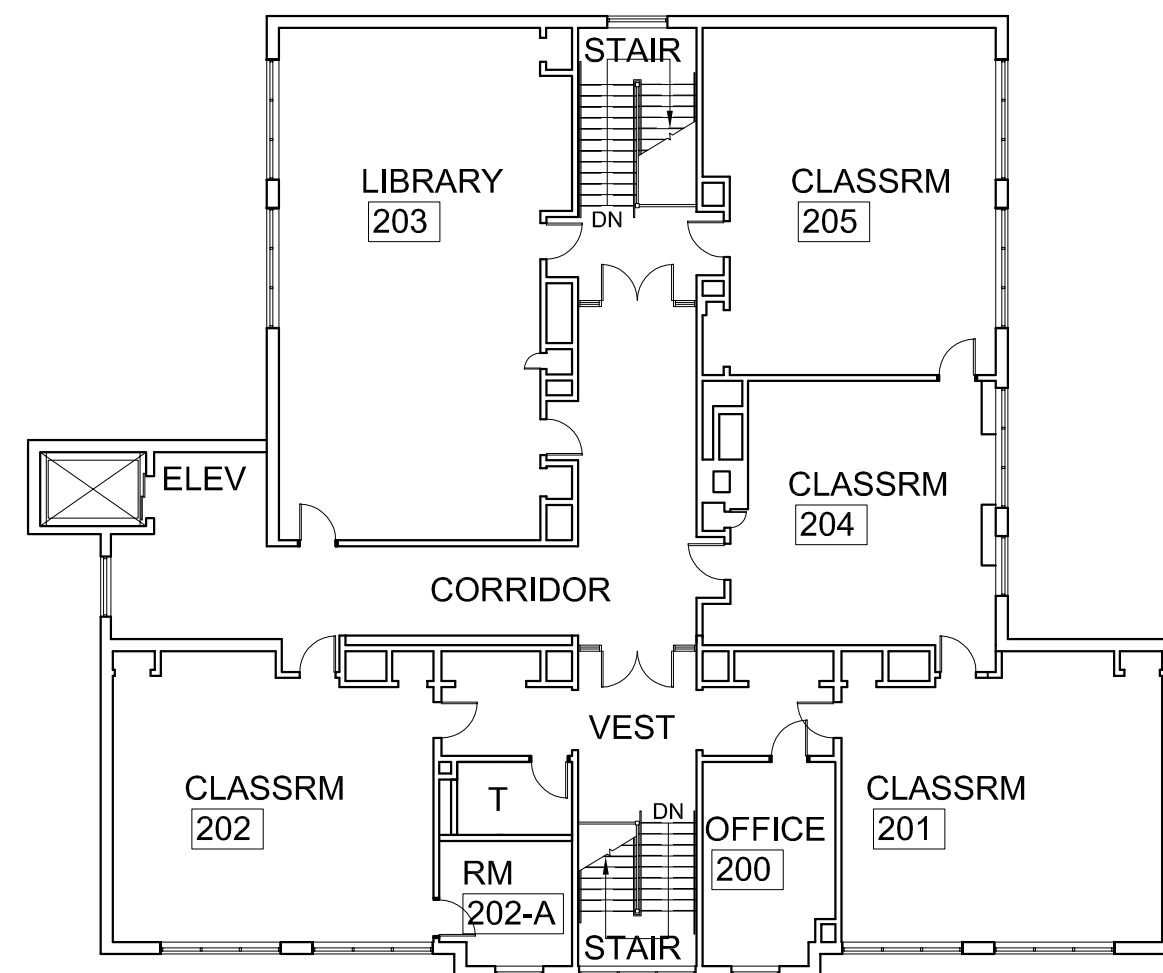
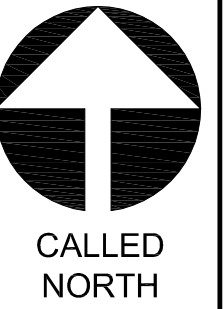
KBA ARCHITECTS
KNIGHT, BAIGE AND ANDERSON, INC.
6 THIRTEENTH STREET
CHARLESTOWN, MA. 02129
617-241-2807 (T)
617-241-2857 (F)

KBA Job #
ST1712

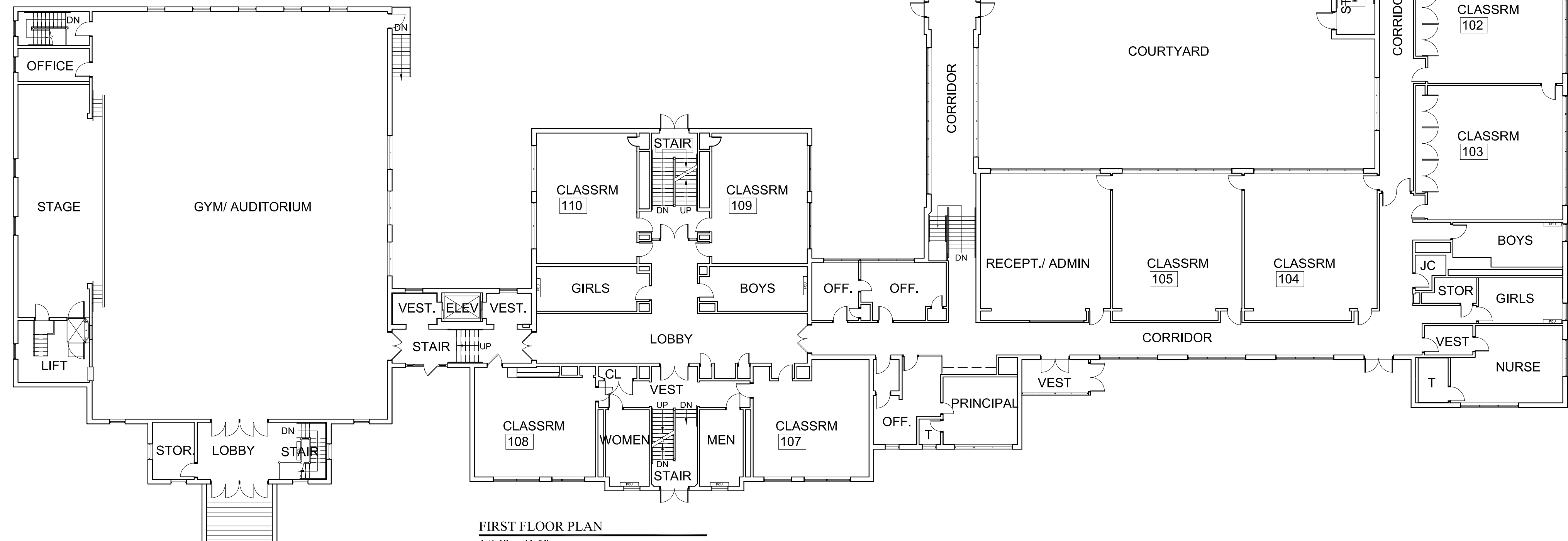
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5/24/2013

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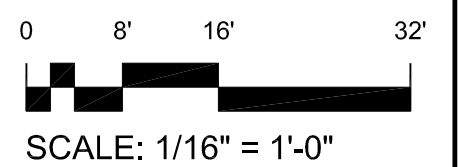
A0



SECOND FLOOR PLAN
1/16" = 1'-0"



FIRST FLOOR PLAN
1/16" = 1'-0"



No:	Description:	Date:

signed
MMW

MMW

DPB

FIRST & SECOND FLOOR PLANS

810 MAIN STREET - ROUTE 28
WEST DENNIS, MA 02670

LONG RANGE TRAINING ASSESSMENT OF DRYLE

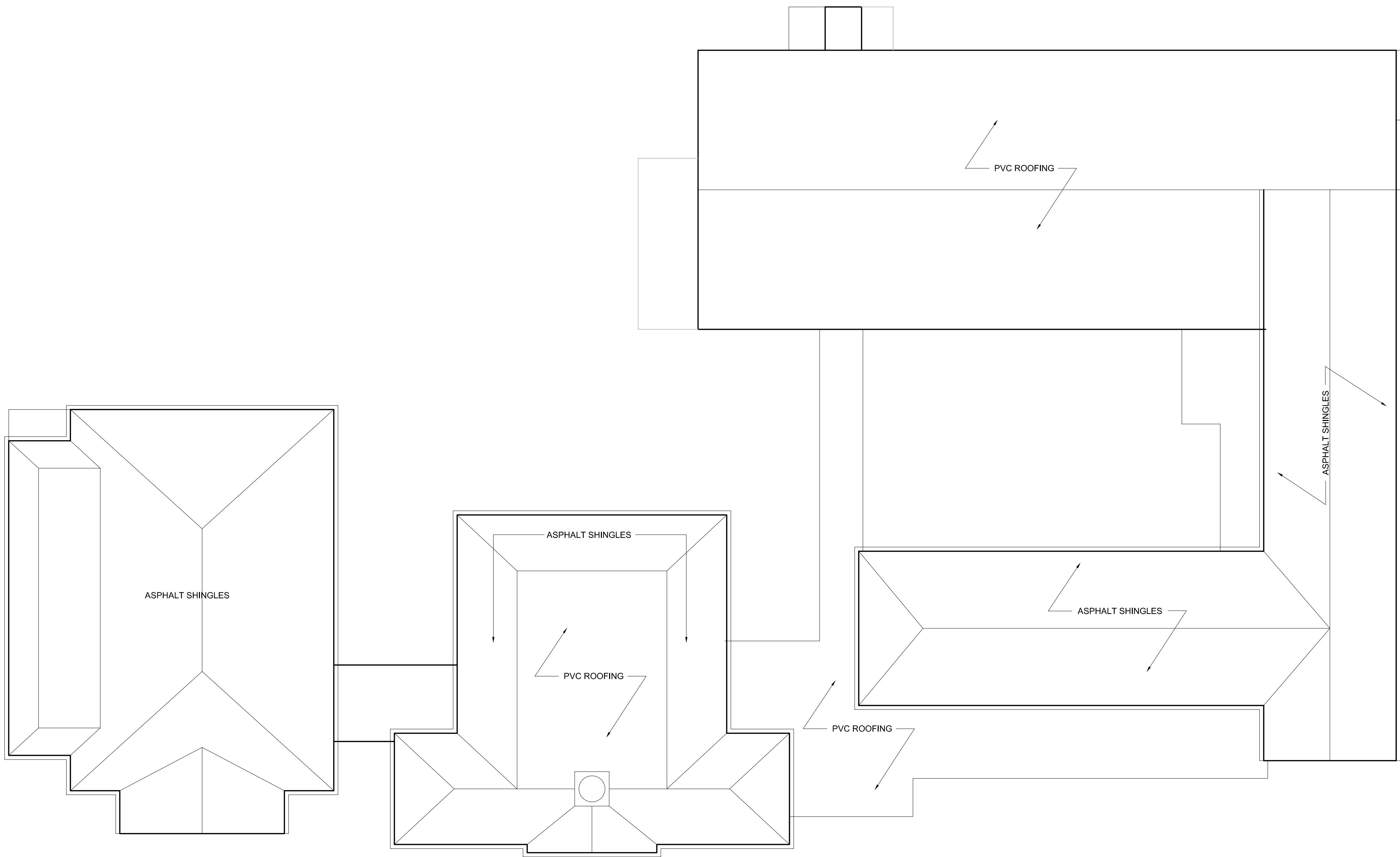
KBA ARCHITECTS
KNIGHT, BAGGE AND
ANDERSON, INC.
6 THIRTEENTH STREET

A Job #
ST1712

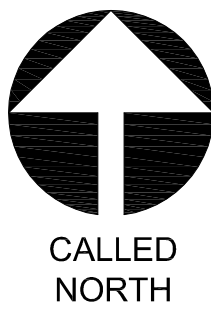
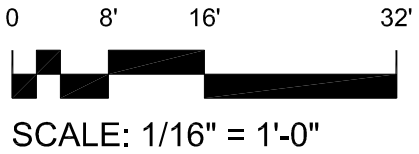
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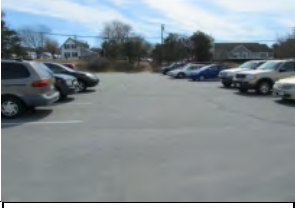



ROOF PLAN
1/16" = 1'-0"



REVISIONS		
No:	Description:	Date:
Designed MMW		
Drawn MMW		
Checked DPB		
ROOF PLAN		
EZRA BAKER ELEMENTARY SCHOOL 810 MAIN STREET - ROUTE 28 WEST DENNIS, MA 02670		LONG RANGE PLANNING ASSESSMENT UPDATE
KBA ARCHITECTS KNIGHT, BAEGE AND ANDERSON, INC. 6 THIRTEENTH STREET CHARLESTOWN, MA. 02129 617-241-2807 (T) 617-241-2857 (F)		
KBA Job # ST1712		
Date: 5/24/2013		
Drawing No: <div>A2</div>		





SITE WORK

FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
		Driveways							
1		Crack Repairs		SF	\$0.35	3000		\$ 1,050	
2		Sealer		SF	\$0.30	3000		\$ 900	
3		Line Painting		LS	\$500	1		\$ 500	
		Parking							
4		Crack Repairs		SF	\$0.35	95000		\$ 33,250	
5		Sealer		SF	\$0.30	95000		\$ 28,500	
6		Line Painting		LS	\$2,500	1		\$ 2,500	
7		New Drainage		LS	\$8,000	1	\$8,000		

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

SITE WORK


FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
		Walkways							
8		Concrete Repairs/Replacement		SF	\$18.00	700		\$12,600	
9		Bituminous Repair/Replacement		SF	\$11.00	500			\$ 5,500
		Site Improvements							
10		Chain link fencing		LS	\$7,500	1	\$7,500		
11		Landscaping		LS	\$3,000	1		\$3,000	

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

SITE WORK





FY14 Recommendations, Cost & Priorities

Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
12		Loam and seeding		LS	\$3,000	1	\$3,000		
Site Work Subtotals							\$18,500	\$82,300	\$5,500
							Priority 1	Priority 2	Priority 3

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended




EXTERIOR ENVELOPE

FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
		Roofs							
1		Sloped Asphalt Roofs	Reroofed 2012						
2		Gutters/Downspouts	Newly installed 2012						
3		Cupola Repair		LS	\$20,000	1	\$20,000		
4		Flat PVC Membrane Roof	Reroofed 2012						

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended


EXTERIOR ENVELOPE

FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
		Exterior Walls							
5		Concrete Foundation Repairs		LS	\$5,000	1		\$5,000	
6		Brick repairs		LS	\$25,000	1		\$25,000	
7		Brick repointing							
8		5-10%		SF	\$8	500		\$4,000	
9		10-25%		SF	\$10	200		\$2,000	
10		25-50%		SF	\$12	100		\$1,200	
11		Brick cleaning and dampproofing		SF	\$5	5000		\$25,000	
12		Painted exterior woodwork	Entrances completed 2013. Canopy paint needed. Woodwork detail Priority 2	LS			\$15,000	\$45,000	
		Doors/Windows							
13		Replace exterior doors	Replaced 2012						

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

EXTERIOR ENVELOPE





FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
14		Replace steel fire escape from gymnasium		LS	\$35,000	1	\$35,000		
15		Caulk at exterior windows	Replaced 2012						
Exterior Envelope Subtotals							\$70,000	\$107,200	\$0
							Priority 1	Priority 2	Priority 3

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

ARCHITECTURAL INTERIORS

FY14 Recommendations, Cost & Priorities




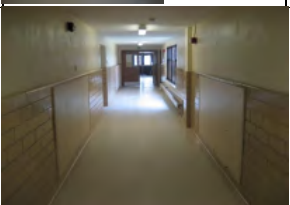

Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
		Parts A and B							
1		<i>Classrooms</i>							
2		Resilient tile floors		SF	\$7	500	\$3,500		
3		Refinish wood floors (remove carpet)		SF	\$9.00	3000	\$27,000		
4		Painted CMU/plaster walls		LS	\$5,000	1			\$5,000
5		Painted plaster ceilings		LS	\$2,000	1			\$2,000
6		Repair suspended acoustical tile ceilings/grid		LS	\$1,000	1		\$1,000	

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

ARCHITECTURAL INTERIORS

FY14 Recommendations, Cost & Priorities



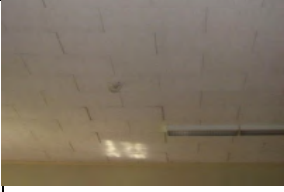

Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
		<i>Corridors</i>							
7		Resilient tile floors (including abatement)		SF	\$12.00	2000	\$24,000		
8		Painted CMU walls		LS	\$2,000	1		\$2,000	
9		Painted plaster walls	Painted 2012	LS	\$8,000	1			\$8,000
10		Painted plaster ceilings		LS	\$5,000	1		\$5,000	
11		Suspended acoustical tile ceilings repairs		LS	\$2,000	1			\$2,000

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

ARCHITECTURAL INTERIORS

FY14 Recommendations, Cost & Priorities

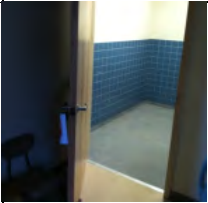

Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
		Gymnasium							
12		Refinish/reline wood floor		SF	\$7.50	5000		\$37,500	
13		Refinish wood wainscot		LS	\$5,000	1		\$5,000	
14		Painted plaster walls above wainscoting		LS	\$10,000	1		\$10,000	
15		Repair/replace tectum ceiling panels		LS	\$3,000	1		\$3,000	
		Toilets							
16		Seamless resin flooring	Installed 2012						

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

ARCHITECTURAL INTERIORS

FY14 Recommendations, Cost & Priorities





Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
17		Painted plaster/CMU walls	Done in 2012						
18		Painted plaster ceiling	Done in 2012						
19		Suspended acoustical tile ceilings	Done in 2012						
		Parts B and C							
		Classrooms							
20		Resilient tile floors (remove carpet, abate VAT)		SF	\$12.00	12000		\$144,000	
21		Carpet (remove carpet, abate VAT)		SF	\$9.00	900	\$8,100		
22		Painted plaster walls		LS	\$15,000	1			\$15,000
23		Painted plaster ceilings		LS	\$1,000	1			\$1,000
24		New suspended acoustical tile ceilings (replace 1x1 tiles)		SF	\$5.00	12000			\$60,000
		Corridors							
25		Resilient tile floors	In good condition						
26		Glazed tile wainscot	In good condition						
27		Painted plaster walls	In good condition						
		Administration							
28		Carpet (remove existing and abate VAT)		SF	\$10.00	900	\$9,000		
29		Painted plaster walls	In good condition						

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

ARCHITECTURAL INTERIORS

FY14 Recommendations, Cost & Priorities




Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
30		Paint existing 1 x 1 acoustical tile ceilings		SF	\$4.00	900	\$3,600		
		Health Suite							
31		Resilient tile floors	Done in 2012						
32		Painted plaster walls above wood wainscot	Done in 2012						
33		Painted plaster ceilings	Done in 2012						
		Cafeteria							
34		Terrazzo Floors	Repair cracks	LS	\$5,000	1			\$5,000
35		Glazed tile wainscot/painted plaster walls	In good condition						
36		Suspended acoustical tile ceilings		LS	\$1,000	1			\$1,000

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

ARCHITECTURAL INTERIORS

FY14 Recommendations, Cost & Priorities


Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
		Kitchen							
37		Quarry tile floors	In good condition						
38		Ceramic tile/painted plaster walls	In good condition						
39		Plaster ceilings	In good condition						
40		Suspended acoustical tile ceilings	In good condition						
		Miscellaneous							
41		Interior doors and frames at toilets in D Bldg- replace		LS	\$7,000	1	\$7,000		
42		Interior doors and frames - repair	Done in 2012						
43		Interior door hardware - repair/replace	Done in 2012						
44		Chalk boards/marker boards	Smart boards have been installed						
45		Toilet compartments	Done in 2012						
46		Toilet room accessories	Done in 2012						

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

ARCHITECTURAL INTERIORS

FY14 Recommendations, Cost & Priorities

Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
47		Drinking fountains	Done in 2012						
		Accessibility							
48		Exterior pair doors/new exterior stair, ramp and rails		LS	\$25,000	1		\$25,000	
		Install new keyless access door including work at head end		LS	\$36,000	1	\$36,000		
		Entrance security sequence modification							
49		Install new partitions, doors and electronic hardware to create a security point for check in during occupied times		LS	\$20,000	1	\$20,000		
Architectural Interiors Subtotals							\$138,200	\$232,500	\$99,000
							Priority 1	Priority 2	Priority 3

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended



Ezra H. Baker Elementary School
810 Route 28, West Dennis, MA
Square Footage: 68,000

FIRE PROTECTION


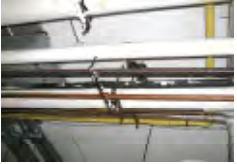


FY14 Recommendations, Cost & Priorities

Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
1		Fully sprinklered building	Provide in major building upgrade.	LS	\$306,000	1			\$306,000
2		Fire Pump if required	Provide in major building upgrade.	LS	\$65,000	1			\$65,000
3		Fire Service	Provide in major building upgrade.	LS	\$20,000	1			\$20,000
Fire Protection Subtotals							\$0	\$0	\$391,000
							Priority 1	Priority 2	Priority 3

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

PLUMBING


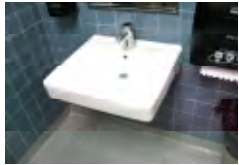


FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
1		Domestic water main piping is in fair condition. A recent toilet room upgrade replaced a portion of piping within the toilet rooms. Continue to repair/replace water piping as necessary, annually.		LS	\$7,000	1	\$7,000		
2		The 1989 water heater remains in fair to good condition but is inactive presently. The shell & tube water heater is active during the building heating season. Store water at 140F to avoid Legioneres Disease.							
3		Pipe insulation is in fair to good condition, however where work was done at heater, mixer & circ pumps there is no insulation. There is no insulation on water piping in the adjoining room leading to the pipe tunnel. Recommend: Insulate uninsulated water piping at heater, mixing valve & room adjoining boiler room.		LS	\$2,300	1	\$2,300		
4		Valves, fittings & backflow preventer are in fair to good condition. The mixing valve has corrosion at the unions. Repair/replace mixing valve.	Continue testing backflow preventers annually.	LS	\$3,000	1	\$3,000		
5		Drinking fountains & coolers have been replaced w/ accessible units & are in good condition.							

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

PLUMBING

FY14 Recommendations, Cost & Priorities



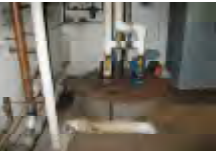
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
							Priority 1	Priority 2	Priority 3
6		Urinals & flush valves have been replaced and are in good condition.							
7		The majority of lavatories have been replaced w/ accessible, water conserving fixtures. A few staff lavatories are in fair to good condition.							
8		The majority of water closets & flush valves have been replaced and are in good condition. A few staff toilets are in fair to good condition.							
9		The classroom sinks, faucets & bubblers have been replaced in a recent project and are in good condition.							
Plumbing Subtotals							\$12,300	\$0	\$0
							Priority 1	Priority 2	Priority 3

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

HVAC

FY14 Recommendations, Cost & Priorities

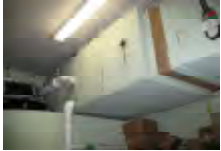

Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
1	 New Controls Compressor 2011  Steam Boilers  Condensate Receiver & Pumps	<p>A new oil tank and lock system should be installed .</p> <p>Mechanical Room: Boilers - Weil McLain H-1488-WG dual fuel, 3550 MBH gross output, burners with autoflame combustion management system, blowdown to sump pit, makeup water provided with RBPB, combustion air provisions high and low. Boiler feed/condensate transfer unit. New condensate pump - 2011, New motor - original pump 2009. Open vent on receiver - vapor in boiler room. Double wall oil tank - 8463 gallon tank, veeder root TLS-300C Monitor/Gauge, fuel oil pumpset. Indirect domestic hot water heater. Steam/hot water heat exchanger (not operational). Summer boiler - AO Smith. Boiler breeching into masonry chimney - could not determine if chimney was lined. Fuseomatic controls over boiler burners & at ceiling. Emergency boiler shutoffs at boiler entrance. Piping insulation in good shape. Old duplex compressor for pneumatic controls as back up. New quincy duplex compressor - 2011. Recommendation: Cap open vent on receiver which fills boiler room with steam. Replace pneumatic controls with DDC Controls.</p>	Boiler and condensate handling equipment is at 50% life expectancy.						
			Install new tank moitoring and lock	LS	\$20,000	1	\$20,000		
			DDC Controls.	SF	\$6.00	68000			\$408,000
			Convert boilers to hot water.	SF	\$3.00	68000			\$204,000
			Replace building HVAC equipment - convert to hot water.	SF	\$17.75	68000			\$1,207,000
			Replace piping for hot water conversion.	SF	\$4.00	68000			\$272,000
2		General: Traps replace as required.							
3		Public Spaces: Generally fintube radiation for heating with no provisions for ventilation or AC.							

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

HVAC

FY14 Recommendations, Cost & Priorities



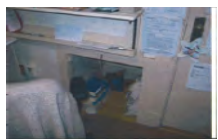
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
4	 Gym H&V Unit	Gymnasium: (2) HV units in closet on each side of stage to side wall registers in wall adjacent to stage; return through return registers at stage level back to units. Outside air via roof hood. Concealed radiators; paddle fans.	Units at end of serviceable life.						
5									
6		Computer Room: Unit Ventilator with remote ACCU for ceiling. Ceiling paddle fan.							
7		MDF Room: Thru-wall AC unit.							
8		Cafeteria: (3) UVs for heat/vent.							
9		Teachers Dining: UV/radiation for heat/vent.							
10	 Kitchen Hood Exhaust	Kitchen: Dishwasher hood exhaust galvanized, kitchen hood equipment, no ansul system, UV for kitchen heat/vent/makeup, paddle fans. Washer/dryer in space. Walk-in condenser exhaust to room - window prop fan to exhaust heat. Recommendation: Add ansul system to hood. Locate walk-in cooler condensing unit outside.	Units at end of serviceable life.						
			Ansul system for hood.	LS		1	\$4,000		
			Outdoor cooler cond. unit.	LS		1		\$15,000	
11		Toilet: All toilet rooms have been provided with toilet exhaust from a central system and steam heating where applicable; several restrooms have been renovated.							
12		Corridors/Entries: Hot water heating/no mechanical ventilation. Hot water cabinet unit heaters.							

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

HVAC

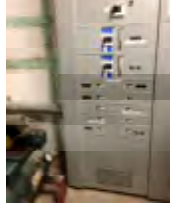

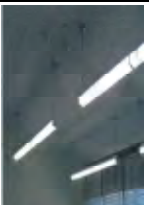

FY14 Recommendations, Cost & Priorities

Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
13	 Unit Ventilator  Steam Radiator  Typical Classroom Exhaust	Classrooms: UVs for ventilation/heat, fintube radiation along exterior wall, remote thermostat control, operable windows; exhaust in closets.							
14		Gravity Exhaust: Steam coil still connected to old gravity exhaust system; verify system inoperable.							
15		Library: (2) unit ventilators for heating and ventilating; fintube radiation under windows; operable windows.	Units at end of serviceable life.						
16		Administration: Exterior offices provided with steam heating with remote thermostat control, operable windows for ventilation and window AC for cooling.	Units at end of serviceable life.						
17		Main Office: Unit vent.	Units at end of serviceable life.						
18		Principal: A ductless air conditioner.							
19		New Addition Classrooms: UVs for ventilation/heat, fintube radiation along exterior wall, remote thermostat control, operable windows; mechanical exhaust system to each classroom.	Units at end of serviceable life.						
20		Steam Tunnels: Steam and condensate piping under floor in steam tunnels to various points of building.							
21		Physical Therapy: AC, UV and ductless air conditioner.							
22		General: Add ductless AC units for office spaces		SF	\$15.00	1000	\$15,000		
HVAC Subtotals							\$39,000	\$15,000	\$2,091,000
							Priority 1	Priority 2	Priority 3

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended



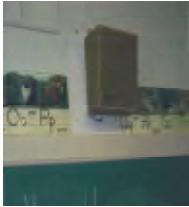

ELECTRICAL

FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
1		Power Service: Main switchboard has an 800 amp and was installed as part of an electrical panel upgrade in 2007. The equipment is in good condition. Recommendations: None							
2		Panels: New equipment is in good condition. Recommendations: None	Item has been addressed since previous study, original panels have been replaced.						
3		Exterior/Site Lighting: Light fixtures are in good condition. New roadway lighting pole fixtures have been installed with LED lighting. Lighting should be installed at new HC ramp and stair Recommendations: Install lighting for exterior ramp and stair	Item has been addressed since previous study.	LS	\$15,000	1	\$15,000		
4		Classroom Lighting: Lighting is in good condition. Recommendations: Add occupancy sensors with wall switches to classrooms.		EA	\$263.00	300		\$78,900	
5		Corridor Lighting: Lighting is energy efficient. LED type exit signs have been installed since previous study. Recommendations: Provide occupancy sensor for every other fixture.	LED type exit signs have been addressed since previous study.	EA	\$300.00	25		\$7,500	

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended




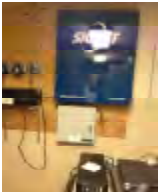
ELECTRICAL

FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
							Priority 1	Priority 2	Priority 3
6		Power Distribution: The panels presently are in poor condition. Recommendations: Replace the panels.							
				SF	\$1.50	68000	\$102,000		
7		Equipment Wiring: Provide additional surface mounted receptacles as required. ATC Compressor is not on Panel PPM for emergency power. Recommendations: Additional surface mounted receptacles have been added. Connect ATC Compressor to Panel PPM for emergency power.	Item has been addressed since previous study although new item has been added.						
				LS	\$5,000	1		\$5,000	
8		Clock/Bell/Paging: New wireless clocks and intercom system have been installed since last visit. Recommendations: None.							
9		Fire Alarm: The fire alarm system is in fair/poor condition. Recommendations: Replace Fire Alarm System	Item has been addressed since previous study.						
				SF	\$2.50	68000	\$170,000		

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

ELECTRICAL

FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
							Priority 1	Priority 2	Priority 3
10		Technology: Additional Tel/Data outlets in the classroom have been installed as recommended previously. New phone system is being contemplated system-wide Recommendations: None for Tel/Data. Install a new telephone system to match the system-wide phones	Item has been addressed since previous report except for the phones	LS	\$50,000	1	\$50,000		
11		Emergency Power & Lighting: Generator has been installed for emergency lighting and optional equipment. Recommendations: None	Item has been addressed since previous study.						
12		Generator: The generator is in good condition and is tested on a weekly schedule. Recommendations: None							
13		Security: New security system with buzzer and intercom system has been installed. Recommendations: None	Item has been addressed since previous study.						
Electrical Subtotals							\$337,000	\$91,400	\$0
							Priority 1	Priority 2	Priority 3

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

COST SUMMARY

FY14 Recommendations, Cost & Priorities					
Item		Trade Item	Cost		
			Priority 1	Priority 2	Priority 3
1		Site Work	\$18,500	\$82,300	\$5,500
2		Exterior Envelope	\$70,000	\$107,200	\$0
3		Architectural Interiors	\$138,200	\$232,500	\$99,000
4		Fire Protection	\$0	\$0	\$391,000
5		Plumbing	\$12,300	\$0	\$0
6		Mechanical	\$39,000	\$15,000	\$2,091,000
7		Electrical	\$337,000	\$91,400	\$0
			\$615,000	\$528,400	\$2,586,500

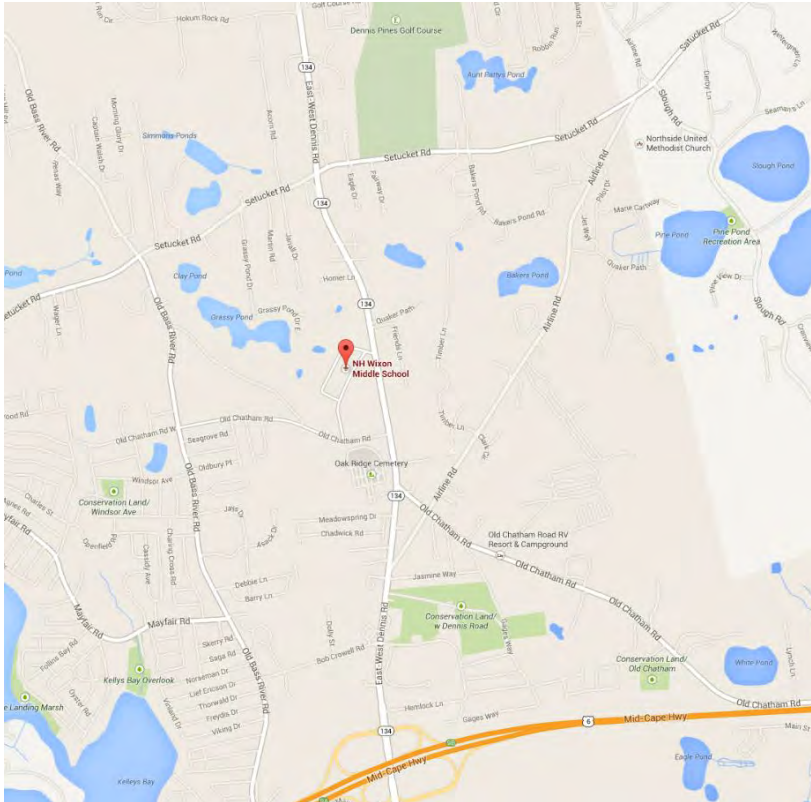
Project Budget Costs

General Conditions	\$ 61,500	\$ 52,840	\$ 258,650
OH & Profit	\$ 67,650	\$ 58,124	\$ 284,515
Construction Totals	\$ 744,150	\$ 639,364	\$3,129,665
Administrative Costs	\$ 3,721	\$ 3,197	\$ 15,648
A/E Fees	\$ 74,415	\$ 63,936	\$ 312,967
Total Project costs	\$ 822,286	\$ 706,497	\$3,458,280
	Priority 1	Priority 2	Priority 3

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No action immediate recommended

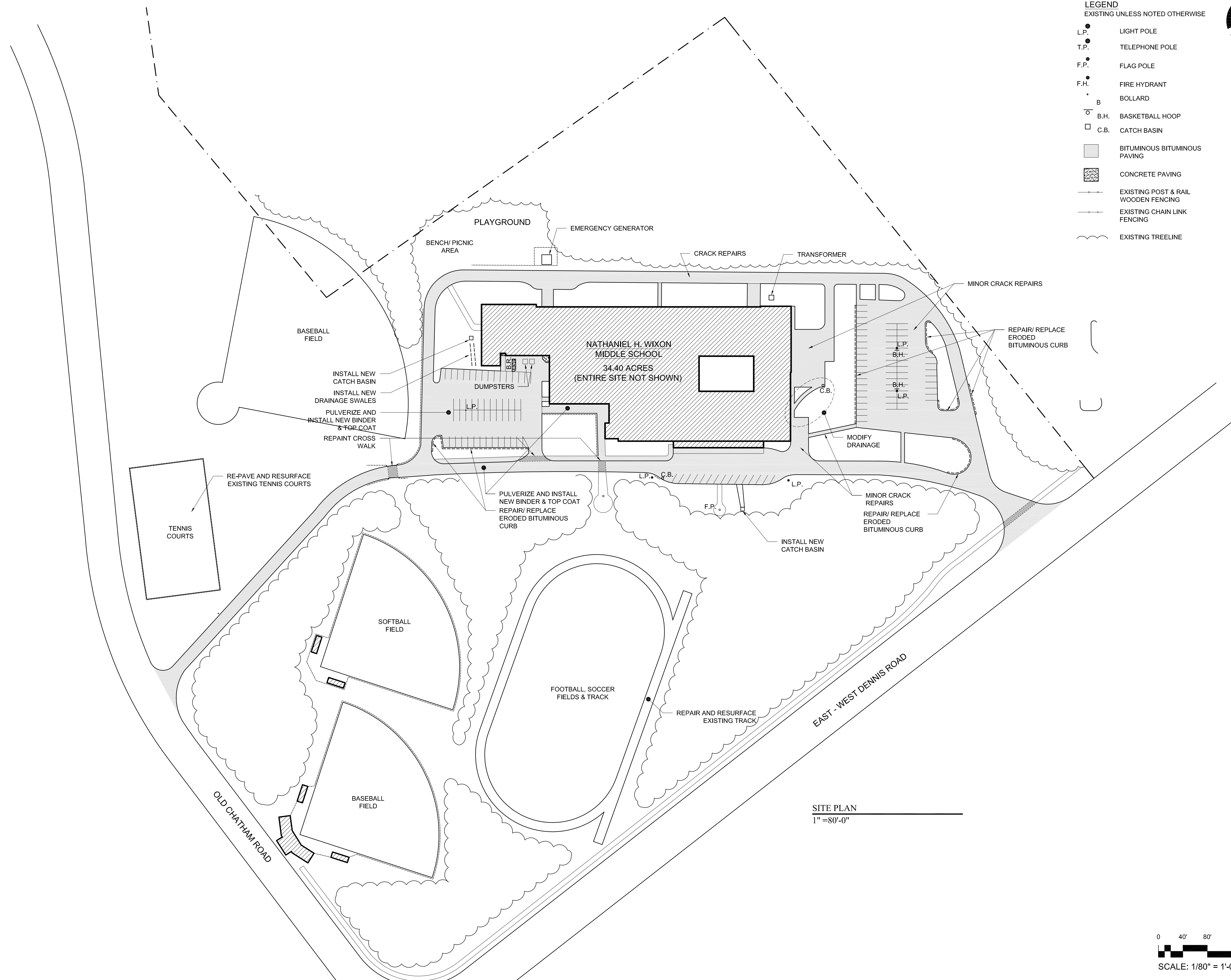
Nathaniel H. Wixon Middle School
901 Route 134
South Dennis, Massachusetts



Locus Map



Aerial Site Plan



- LEGEND**
EXISTING UNLESS NOTED OTHERWISE
- L.P. LIGHT POLE
 - T.P. TELEPHONE POLE
 - F.P. FLAG POLE
 - F.H. FIRE HYDRANT
 - B. BOLLARD
 - B.H. BASKETBALL HOOP
 - C.B. CATCH BASIN
 - BITUMINOUS BITUMINOUS PAVING
 - CONCRETE PAVING
 - EXISTING POST & RAIL WOODEN FENCING
 - EXISTING CHAIN LINK FENCING
 - EXISTING TREELINE



REVISIONS		Date:	
No.	Description:		

Designed	MMW
Drawn	MMW
Checked	DPB

SITE PLAN

NATHANIEL H. WIXON MIDDLE SCHOOL
910 ROUTE 134
SOUTH DENNIS, MA 02660

LONG RANGE PLANNING ASSESSMENT UPDATE

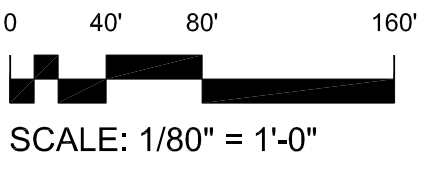
KBA
KNIGHT, BAIGE AND ANDERSON, INC.

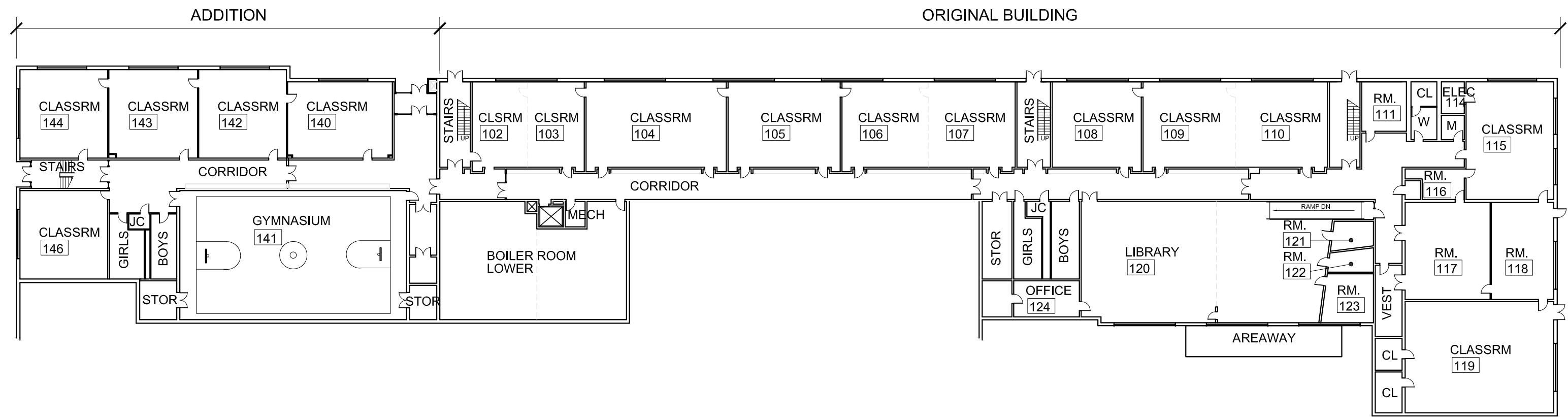
6 THIRTEENTH STREET
CHARLESTOWN, MA. 02129
617-241-2807 (T)
617-241-2857 (F)

KBA Job #	ST1712
Date:	5/24/2013
Drawing No:	

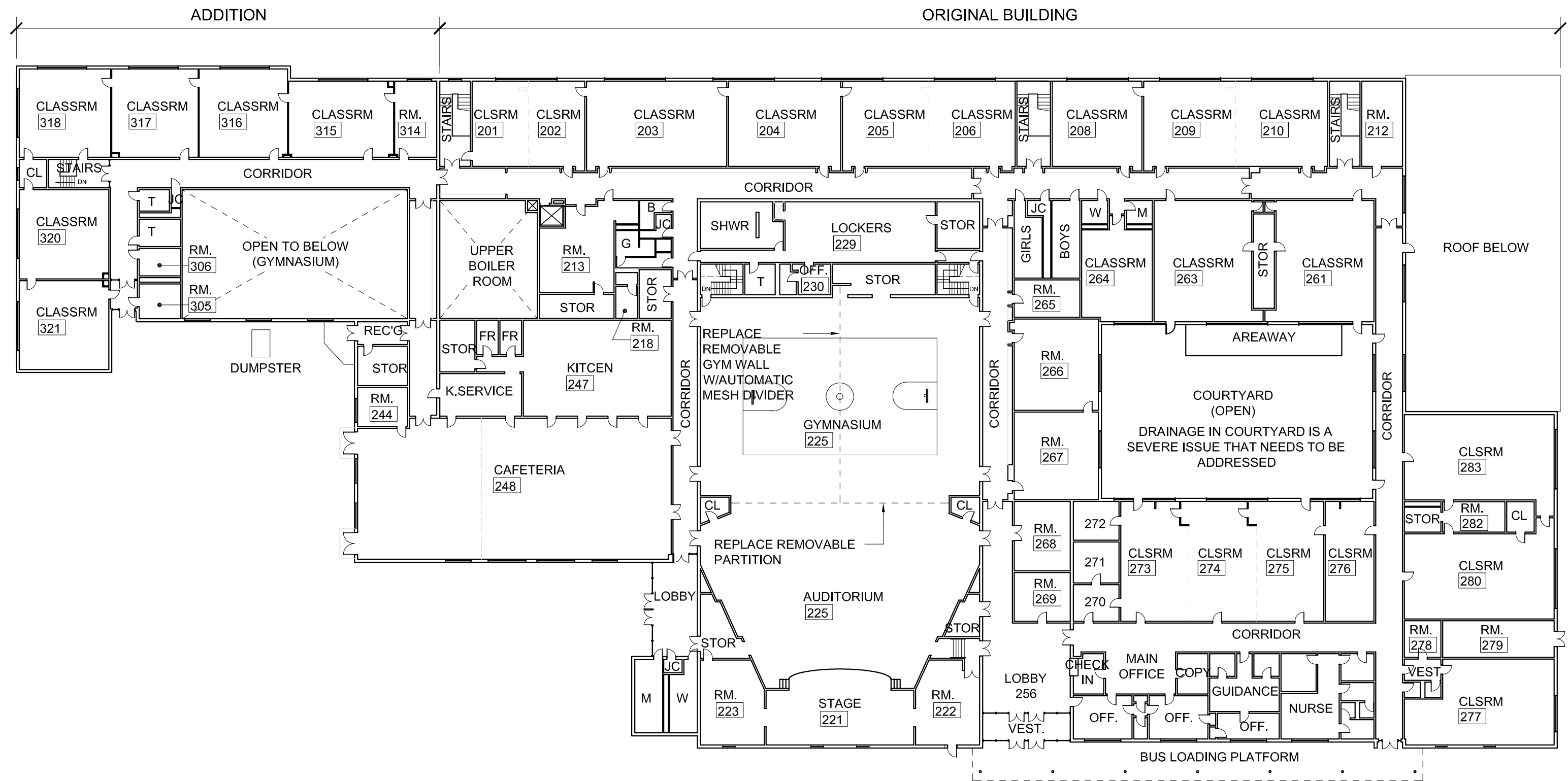
S1

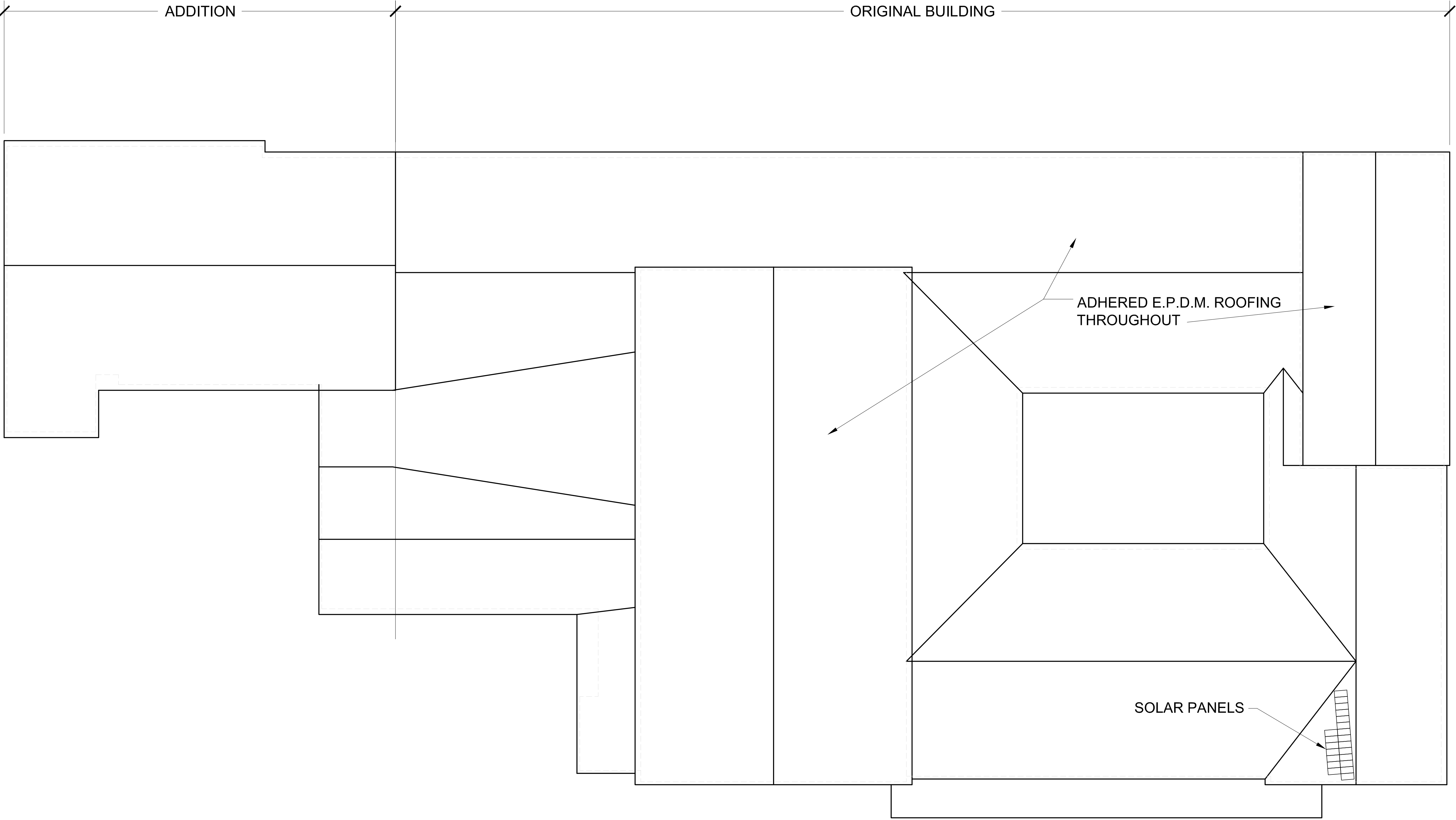
SITE PLAN
1" = 80'-0"





1 LOWER LEVEL FLOOR PLAN
A1 1/32" = 1'-0"





1 ROOF LEVEL - MAIN BUILDING
A2 SCALE: 1" = 40'-0"

REVISIONS		No.	Description:	Date:

Designed	MMW
Drawn	MMW
Checked	DPB

ROOF PLAN

NATHANIEL H. WIXON MIDDLE SCHOOL
910 ROUTE 134
SOUTH DENNIS, MA 02660

LONG RANGE PLANNING ASSESSMENT UPDATE

KBA ARCHITECTS
KNIGHT, BAEGE AND ANDERSON, INC.
6 THIRTEENTH STREET
CHARLESTOWN, MA. 02129
617-241-2807 (T)
617-241-2857 (F)





KBA Job #
ST1712

Date:
5/24/2013

Drawing No:

A2





SITE WORK

FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
		Driveways							
1		Crack Repairs		SF	\$0.75	52,000	\$39,000		
2		Sealer		SF	\$0.90	52,000	\$46,800		
3		Bituminous pulverize and replacement		SF	\$5.50	21,600	\$118,800		
		Parking							
4		Crack Repairs		SF	\$0.75	28,500	\$21,375		
5		Sealer		SF	\$0.90	28,500	\$25,650		
6		Bituminous pulverize and replacement		SF	\$5.50	24,000	\$132,000		
7		Line Painting		LS	\$3,000	1	\$3,000		

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended





SITE WORK

FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
8		Replace/ repair eroded bituminous curb		LF	\$20	1,000	\$20,000		
		Walkways							
9		Concrete Repairs/Replacement	In good condition, some minor replacement necessary	LS	\$2,000	1	\$2,000		
10		Bituminous Pulverize and replacement		SF	\$5.50	2,000	\$11,000		
		Site Improvements							
11		Wood post and rail fence is in good condition							

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended



SITE WORK

FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
12		Landscaping		LS	\$5,000	1		\$5,000	
13		Courtyard drainage		LS	\$75,000	1	\$75,000		
14		Repair/resurface track		SF	\$4	85,000	\$340,000		
15		Repair/resurface tennis courts		SF	\$13.25	26,400	\$349,800		
16		Install a new playground		LS	\$225,000	1	\$225,000		

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

SITE WORK





FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
		Accessibility							
17		HC Parking including slope, signage and lines painting		LS	\$3,000	1			\$3,000
18		Modify walkways		LS	\$7,500	1			\$7,500
19		Install new concrete ramps and railings		LS	\$15,000	1			\$15,000
Site Work Subtotals							\$1,409,425	\$5,000	\$25,500
							Priority 1	Priority 2	Priority 3

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

EXTERIOR ENVELOPE

FY14 Recommendations, Cost & Priorities





Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
		Roofs							
1		Replace EPDM membrane with PVC membrane		SF	\$18.00	90600	\$1,630,800		
2		Gutters/Downspouts		LS	\$3,000	1	\$3,000		
		Exterior Walls							
3		Concrete Foundation Repairs where runoff is wearing concrete and exposing rebar		LF	\$45.00	120	\$5,400		
4		Brick repairs - many repairs were completed in 2012							

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

EXTERIOR ENVELOPE

FY14 Recommendations, Cost & Priorities





Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
5		Brick repointing							
6		5-10%		SF	\$8.00	200	\$1,600		
7		10-25%		SF	\$10.00	200	\$2,000		
8		Brick cleaning and dampproofing		SF	\$5.00	8500	\$42,500		
9		Painted exterior steel at canopy needs to be repainted		LS	\$8,000	1	\$8,000		
10		Scrape and paint lintels		LS	\$9,000	1	\$9,000		
11		Caulking required at masonry openings		LS	\$3,000	1	\$3,000		

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

EXTERIOR ENVELOPE



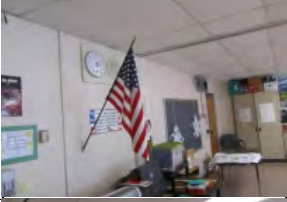

FY14 Recommendations, Cost & Priorities

Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
		Doors/Windows							
12		Replace exterior doors		EA	\$1,500	26	\$39,000		
13		Replace exterior windows at original		SF	\$90.00	7600	\$684,000		
14		Repair exterior windows at addition		SF	\$10.00	2000	\$20,000		
15		Kalwall replacement		SF	\$70.00	400	\$28,000		
Exterior Envelope Subtotals							\$2,476,300	\$0	\$0
							Priority 1	Priority 2	Priority 3

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

ARCHITECTURAL INTERIORS



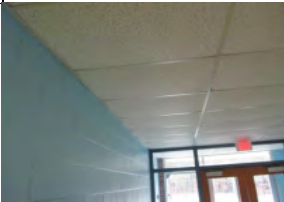

FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
		Space Types					Priority 1	Priority 2	Priority 3
		Classrooms							
1		Resilient tile floors are in good condition. Perform minor repairs as needed	Lump sum allowance for repairs: (45,000 sqft Total)	LS	\$2,000	1	\$2,000		
2		Carpet at Library should be replaced		SY	\$33.00	330	\$10,890		
3		Painted CMU walls should be painted in the future		SF	\$3.50	35,000			\$122,500
4		Suspended acoustical tile ceilings are cupping and bowing and should be replaced within the next 4-5 years (includes asbestos abatement)		SF	\$8.75	45,000		\$ 393,750	

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

ARCHITECTURAL INTERIORS

FY14 Recommendations, Cost & Priorities




Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
		Corridors							
5		Resilient tile floors in good condition. Perform minor repairs	Lump sum allowance for repairs; (17,000 sq ft Total)	LS	\$3,000.00	1	\$3,000		
6		Painted CMU walls should be painted in the future		SF	\$3.50	20,000			\$70,000
7		Suspended acoustical tile ceilings are cupping and bowing and should be replaced within the next 4-5 years (includes asbestos abatement)		SF	\$8.75	17,000	\$148,750		
		Gymnasium(s)							
8		Main gym floor replaced 2012, refinish smaller gym floor only		SF	\$7.50	3,200			\$ 24,000
9		Replace 2 divider walls at gym/auditorium		LS	\$80,000	1	\$80,000		

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

ARCHITECTURAL INTERIORS

FY14 Recommendations, Cost & Priorities





Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
10		Painted CMU walls		SF	\$3.50	5,400			\$18,900
11		Tectum ceiling panels are in good condition		SF		6,000			
		Auditorium							
12		Replace carpet		SY	\$35.00	700	\$24,500		
		Toilets							
13		Ceramic tile is in good condition. Repair as needed		LS	\$2,000	1		\$2,000	
14		Painted CMU walls. Maintain as required		LS	\$8,000	1		\$8,000	
15		Suspended acoustical tile ceilings. Maintain as required		LS	\$2,000	1		\$2,000	
		Administration							
16		Carpet should be replaced		SY	\$33.00	110	\$3,630		

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

ARCHITECTURAL INTERIORS

FY14 Recommendations, Cost & Priorities





Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
17		Painted CMU is in good condition							
18		Suspended acoustical tile ceiling is in good condition				1,900			
		Health Suite							
19		Resilient tile floor is in good condition				850			
20		Painted CMU is in good condition							
21		Suspended acoustical tile ceiling is in good condition				850			
		Cafeteria							
22		VCT is in good condition		SF	\$0.00	4,700		\$0	
23		Painted plaster/CMU walls are in good condtion		SF	\$0.00	2,700		\$0	

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

ARCHITECTURAL INTERIORS

FY14 Recommendations, Cost & Priorities


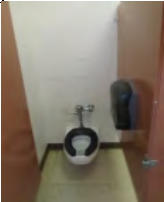
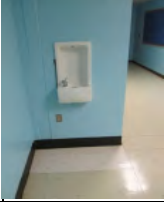

Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
24		Tectum acoustical tile ceilings are in good condition		SF	\$0.00	4,700		\$0	
		Kitchen							
25		Seamless floors - Recently recoated		SF		2,200			
26		Painted CMU walls are in good condition							
27		Scrubable acoustical acoustic tile ceilings - Recently installed		SF		2,200			

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

ARCHITECTURAL INTERIORS



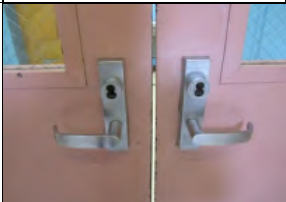

FY14 Recommendations, Cost & Priorities

Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
		Miscellaneous							
28		Interior doors and frames - repair/replace		EA	\$900.00	25			\$ 22,500
29		Toilet compartments - Replace as needed	Replace as needed	LS	\$7,000	1		\$7,000	
30		Toilet room accessories - Replace as needed	Replace as needed	LS	\$1,000	1		\$1,000	
31		Drinking fountains		LS	\$25,000	1			\$ 25,000
32		Lockers - Replace in future	Replace in future	EA	\$210.00	500			\$ 105,000
		Accessibility (if triggered)							
33		Install accessible drinking fountains		EA	\$7,500	6			\$ 45,000
34		Install a new accessible elevator		LS	\$150,000	1			\$ 150,000
35		Toilet room revisions including reconfiguration, accessible fixtures, accessories and toilet compartments		LS	\$50,000	1			\$ 50,000

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

ARCHITECTURAL INTERIORS

FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
36		Modify classroom sinks to be accessible		EA	\$2,500	27			\$ 67,500
37		Many egress doors and entrance doors to spaces that are to be accessible are not wide enough or have proper clearances. Install new frames, doors and hardware..	20 pairs of doors and 5 single doors	EA	\$185,000	1			\$ 185,000
38		Hardware has been installed at most doors - continue to install new accessible door hardware		LS	\$5,000	1			\$ 5,000
39		Install new wheelchair lift at stage		LS	\$20,000	1			\$ 20,000
		Entrance security sequence modification							
40		Install new partitions, doors and electronic hardware to create a security point for check in during occupied times		LS	\$20,000	1	\$20,000		
41		Install new keyless access door including work at head end		LS	\$34,000	1	\$34,000		
Architectural Interiors Subtotals							\$326,770	\$413,750	\$910,400
							Priority 1	Priority 2	Priority 3

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended



Nathaniel Wixon Middle School
901 Route 134, South Dennis, MA
Square Footage: 117,500

FIRE PROTECTION

FY14 Recommendations, Cost & Priorities



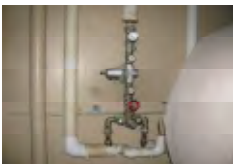

Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
1		Fully sprinkler building	Provide in major building upgrade.	LS	\$529,000	1			\$529,000
2		Provide fire pump if necessary	Provide in major building upgrade.	LS	\$65,000	1			\$65,000
3		Fire Service	Provide in major building upgrade.	LS	\$20,000	1			\$20,000
Fire Protection Subtotals							\$0	\$0	\$614,000
							Priority 1	Priority 2	Priority 3

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

PLUMBING

FY14 Recommendations, Cost & Priorities





Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
1		The sanitary piping is in fair condition, however there are some instances where there is need of repair/replacement.	Continue to replace piping as needed until major upgrade	LS	\$10,000	1	\$10,000		
2		Domestic water piping is in fair condition however there are some instances where there is need of repair/replacement.	Continue to replace piping as needed until major upgrade	LS	\$10,000	1	\$10,000		
3		The water heater was replaced w/ a high efficiency condensing unit however the condensate discharges into the CI drain without neutralization. The large storage tank is not in service. Recommendations: Provide neutralization tube on the water heater condensate drain & signage to avoid damage to cast iron pipe. Store water at 140 degrees to avoid Legioneres Disease.	Acidic condensate will eat the cast iron drain & pipe over time.	LS	\$2,000	1	\$2,000		
4		Pipe insulation is in good condition, however where work was done at heater, mixer & circ pumps there is no insulation.	Insulate uninsulated water piping at heater, mixer & circ pumps.	LS	\$2,500	1	\$2,500		
5		Valves, fittings & backflow preventer are in good condition. The master mixing valve and pressure reducing valve are in poor condition with corrosion.	Continue testing backflow preventers annually. Replace/Repair master mixing valve.	LS	\$3,000	1	\$3,000		
6		Original drinking fountains & coolers are aged in fair condition.	Replace w/ accessible water coolers & bottle fillers.	LS	\$24,000	1	\$24,000		

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

PLUMBING





FY14 Recommendations, Cost & Priorities

Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
7		Wall mounted urinals w/ exposed flush valves are in good condition. Recommendation: Repair urinals & flush valves as required annually.		LS	\$5,000	1	\$5,000		
8		The majority of lavatories and faucets are in good condition. Handicap accessible lavs don't have insulation shields. Present faucets are in good condition however they are not water conserving & don't meet present code. Recommend replacing faucets with water conserving type and provide insulation shields on lav waste & water supplies per code.		LS	\$9,000	1	\$9,000		
9		Water closets & flush valves are in good condition. Recommendation: Repair water closets and flush valves as required annually.		LS	\$2,000	1	\$2,000		
10		Middle school has few classroom sinks. Classroom sinks, faucets & bubblers are generally in fair to good condition.	Repair/replace sinks & faucets until major upgrade	LS	\$1,000	1	\$1,000		
11		Ground water weeps through the library & adjoining office walls. Recommend providing areaway drains and piping as required to mitigate condition. Note architectural & civil work may be required in addition to plumbing work.		LS	\$20,000	1	\$20,000		
Plumbing Subtotals							\$88,500	\$0	\$0
							Priority 1	Priority 2	Priority 3

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

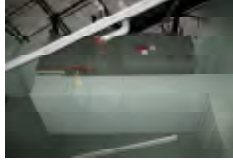
HVAC

FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
1	 Pneumatic Controls  Duplex Controls Compressor  Hot Water Boiler  Discont. Summer Boiler	<p>A new oil tank monitoring and lock system should be installed</p> <p>Mechanical Room: Boilers - Weil McLain BGL-2094 WS dual fuel, 5520 MBH gross output, Webster burner - autoflame control. Double wall oil tank - 8463 gallon tank, Veeder Root TLS-300C monitor/gauge, oil vent pipe to 12'-0" above grade per code. Indirect domestic hot water heater. Summer Boiler - HB smith 28A-6 gas only, 1246 gross output, 1/3 HP in-line pump. Not in operation - new dedicated water heater DHW storage tank with HW Coil. Zone Pumps: 1 - upper level old building 204GPM @74"TDH, 3 - common standby 204GPM@74"TDH, 4 - upper level new building 84GPM@55"TDH, Zone 1, 3 & 4 have variable frequency drives added summer 2012. Boiler breeching into masonry chimney - could not determine if chimney was lined. Combustion air ducted down to 18" AFF and also high at ceiling. Fuseomatic controls over boiler burners and at ceiling. Emergency boiler shutoffs at boiler entrance. Piping insulation in good shape. Duplex air compressor for pneumatic controls. Barber Coleman controls. Pneumatic 3-way valve for reset hot water based on OA temperature. Recommendation: Aegis magnetic bearing protection rings on pump motors controlled by VFDs. Replace pneumatic controls with DDC controls. DDC controls</p>	Boiler Room Mechanical Equipment is at 50% life expectancy.						
			Install new tank monitoring and lock	LS	\$20,000	1	\$20,000		
			DDC Controls	SF	\$6.00	117500		\$705,000	
			HVAC equipment replacement (building wide) except boilers & pumps and some piping	SF	\$24.00	117500		\$2,820,000	
2		Public Spaces/Telephone/EMS: Generally fintube radiation for heating with no provisions for ventilation or AC.							

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

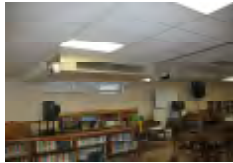

HVAC

FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
							Priority 1	Priority 2	Priority 3
3		Gymnasium: (2) HV units at upper level of gymnasium with horizontal supply ductwork distribution; return through return registers at floor level back to units.	Units end of serviceable life.						
4		Former Locker Rooms (now storage): Dedicated exhaust system/UVs for heat/ventilation.							
5		MDF Room: 1 ton wall mounted AC.							
6		Cafeteria: (5) UVs for heat/vent. Transfer between café and kitchen for makeup air to kitchen exhaust.	Units at end of serviceable life.						
7		Faculty Dining Room: Fintube radiation and window AC.							
8		Small Servery: Paddle fans and small exhaust.							
9	 Auditorium H&V Unit	Auditorium: 2 H&V units on each side overhead ductwork, ceiling diffusers return under stage.							
10		Dish Storage/Pantry: No ventilation. Recommendation: Add ventilation.	Add ventilation	LS	\$5,000	1	\$5,000		
11		Kitchen: Dishwasher hood exhaust, kitchen hood equipment, UV for kitchen heat/vent/makeup, paddle fans. Kitchen hood partially protected by Ansul system washer/dryer in space.							
12		Toilet: All toilet rooms have been provided with toilet exhaust from a central system and hot water heating where applicable.							
13		Corridor/Entries: Hot water heating/no mechanical ventilation. Hot water cabinet unit heaters.							
14		Interior Classrooms: Horizontal UV for ventilation/heat with remote thermostat.	Units at end of serviceable life.						
15		Exterior Classrooms: UVs for ventilation/heat, fintube radiation along exterior wall, remote thermostat control, operable windows. Console relief fan.	Units at end of serviceable life.						

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended


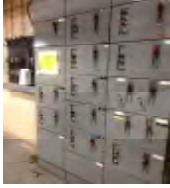
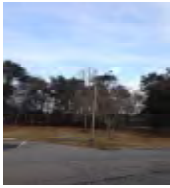
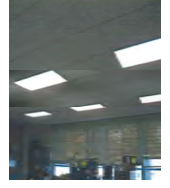

HVAC

FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
							Priority 1	Priority 2	Priority 3
16	 Library unit vents with cooling  Library Condensing Unit	Library: Horizontal exposed UVs for heating/cooling/ventilation with remote air cooled condensing units.	Unit is at 50% life expectancy.						
17		General - Add Ductless AC units for office spaces	Add at various offices	SF	\$15.00	2000	\$30,000		
18		Administration: Exterior offices provided with hot water heating with remote thermostat control, operable windows for ventilation and window AC for cooling. Interior offices provided paddle fans and CUH; exhaust provisions but no ventilation.							
19		Copy Room: No HVAC. Recommendation: Add exhaust.	Add exhaust	LS	\$2,000	1	\$2,000		
			HVAC Subtotals				\$57,000	\$3,525,000	\$0
							Priority 1	Priority 2	Priority 3

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended


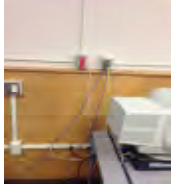
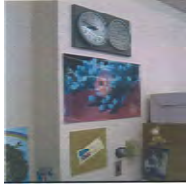


ELECTRICAL

FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
1		Power Service: The equipment is beyond life expectancy. Recommendations: Provide new Electrical service.		SF	\$1	117500	\$117,500		
2		Panels: Original equipment is in fair/poor condition. Recommendations: Original panels should be replaced.		SF	\$1.50	117500	\$176,250		
3		Exterior/Site Lighting: Light fixtures are in good condition. New roadway lighting pole fixtures have been installed with LED lighting. Recommendations: None	Item has been addressed since previous study.						
4		Classroom Lighting: Lighting is in good condition. Recommendations: Add occupancy sensors with wall switches to classrooms.		EA	\$300	40		\$12,000	
5		Corridor Lighting: Lighting is energy efficient. Recommendations: Provide occupancy sensor for every other fixture.		EA	\$300	35		\$10,500	

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended




ELECTRICAL

FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
							Priority 1	Priority 2	Priority 3
6		Power Distribution: The panels presently are in poor condition. Recommendations: Replace the panels.	Cost for this item is included in Item 2 above.						
7		Equipment Wiring: Additional surface mounted receptacles have been provided. Recommendations: None	Item has been addressed since previous study.						
8		Clock/Bell/Paging: New wireless clocks and intercom system have been installed since last visit. Recommendations: None.	Item has been addressed since previous study.						
9		Fire Alarm: The fire alarm system was upgraded/installed in 1989. Recommendations: Update with a complete addressable system.		SF	\$2.50	117500	\$293,750		
10		Auditorium: Dimmer panel needs to be replaced. Recommendations: Replace	Added item from previous report.	LS	\$40,000	1	\$40,000		

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

ELECTRICAL

FY14 Recommendations, Cost & Priorities									
Item	Photographs	Recommendations	Remarks	Unit	Unit Cost	Qty	Cost		
							Priority 1	Priority 2	Priority 3
							Priority 1	Priority 2	Priority 3
11		Technology: Additional Tel/Data outlets in the classroom have been installed, CAT 5. Wireless has been added: HP, AP's. A new phone system is being contemplated system-wide. Recommendations: None for Tel/Data. Install a new phone system to match the new system	Item has been addressed since previous report. Install a new phone system	SF	\$0.50	117500	\$58,750		
12		Emergency Power & Lighting: There are 3 ATS in 2 hr rated room. Enclosure floor is corroded. Recommendations: Reconstruct housing floor.		LS	\$10,000	1	\$10,000		
13		Security: New security system with buzzer, card access, and intercom system has been installed. Recommendations: None	Item has been addressed from previous study.						
Electrical Subtotals							\$696,250	\$22,500	\$0
							Priority 1	Priority 2	Priority 3

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

COST SUMMARY

FY14 Recommendations, Cost & Priorities					
Item		Trade Item	Cost		
			Priority 1	Priority 2	Priority 3
1		Site Work	\$1,409,425	\$5,000	\$25,500
2		Exterior Envelope	\$2,476,300	\$0	\$0
3		Architectural Interiors	\$326,770	\$413,750	\$910,400
4		Fire Protection	\$0	\$0	\$ 614,000
5		Plumbing	\$88,500	\$0	\$0
6		Mechanical	\$57,000	\$3,525,000	\$0
7		Electrical	\$637,500	\$22,500	\$0
			\$4,995,495	\$3,966,250	\$1,549,900

Project Budget Costs

General Conditions		\$ 499,550	\$ 396,625	\$ 154,990
OH & Profit		\$ 549,504	\$ 436,288	\$ 170,489
Construction Totals		\$6,044,549	\$4,799,163	\$1,875,379
Administrative Costs		\$ 30,223	\$ 23,996	\$ 9,377
A/E Fees		\$ 604,455	\$ 479,916	\$ 187,538
Total Project costs		\$6,679,227	\$5,303,075	\$2,072,294
		Priority 1	Priority 2	Priority 3

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No immediate action recommended

COMBINED DENNIS SCHOOLS COST SUMMARY

FY14 Recommendations, Cost & Priorities				
		Cost		
		Priority 1	Priority 2	Priority 3
Ezra Baker Elementary School		\$615,000	\$528,400	\$2,586,500
Project Budget Costs				
General Conditions		\$ 61,500	\$ 52,840	\$ 258,650
OH & Profit		\$ 67,650	\$ 58,124	\$ 284,515
Construction Totals		\$ 744,150	\$ 639,364	\$3,129,665
Administrative Costs		\$ 3,721	\$ 3,197	\$ 15,648
A/E Fees		\$ 74,415	\$ 63,936	\$ 312,967
Total Project costs - Ezra Baker		\$ 822,286	\$ 706,497	\$3,458,280
Wixon Middle School		\$4,995,495	\$3,966,250	\$1,549,900
Project Budget Costs				
General Conditions		\$ 499,550	\$ 396,625	\$ 154,990
OH & Profit		\$ 549,504	\$ 436,288	\$ 170,489
Construction Totals		\$6,044,549	\$4,799,163	\$1,875,379
Administrative Costs		\$ 30,223	\$ 23,996	\$ 9,377
A/E Fees		\$ 604,455	\$ 479,916	\$ 187,538
Total Project costs - Wixon		\$6,679,227	\$5,303,075	\$2,072,294
Total Project costs - Dennis Schools		\$7,501,512	\$6,009,572	\$5,530,574
		Priority 1	Priority 2	Priority 3

Priority Code Legend

1. Action recommended in 1-3 years (life safety, imminent failure or code compliance) 2. Action recommended in 4-5 years 3. No action immediate recommended

ATTACHMENT F

Wixon Innovation School SOI

Massachusetts School Building Authority

Next Steps to Finalize Submission of your FY 2016 Statement of Interest

Thank you for submitting your FY 2016 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.

- l 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.
- l 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 Dennis-Yarmouth

District Contact Larry Azer TEL: (508) 398-7610

Name of School N H Wixon Middle

Submission Date 4/1/2016

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 *

Carol Woodbury

Superintendent of Schools

School Committee Chair

Brian Carey

Superintendent of Schools

Carol Woodbury

(signature)

Date

(signature)

Date

(signature)

Date

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

Massachusetts School Building Authority

School District Dennis-Yarmouth

District Contact Larry Azer TEL: (508) 398-7610

Name of School N H Wixon Middle

Submission Date 4/1/2016

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? NO

School name of the District Priority SOI: 2016 Mattacheese Middle Sch

Is this part of a larger facilities plan? YES

If "YES", please provide the following:

Facilities Plan Date: 1/1/2014

Planning Firm: Knight, Bagge & Anderson

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:

In 2014, KBA updated a facilities audit report originally done in 2008 for the district. The district reorganized grade configurations last year, so that this school now serves all students in grades 4 and 5 in both member towns. Therefore, work needs to be done in order for the building to most effectively handle the revised space needs, as it was originally built for grades 4 through 8. In both the original 2008 report, as well as in the 2014 update, facility deficiencies were noted and prioritized. The building exterior components, including roofs, doors, windows, and masonry have been cited as high-priority issues.

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

Please provide the originally planned student to teacher ratios at the school facility that is the subject of this SOI: 22 students per teacher

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

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

The district worked with the Mass. Association of Regional Schools (MARS) to update its Strategic Plan to address the educational goals, and align them with the facility goals outlined in the most recent KBA facilities audit report.

Is there overcrowding at the school facility? NO

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

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

The FY'16 budget represented a 2.15% increase from the previous year and did not include any reductions in staffing or programs.

General Description

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

The original building was built in 1969 as a 95,000 square-foot middle school, with 27 classrooms, a cafeteria, gymnasium with locker rooms and a movable wall that opens into the auditorium for expanded seating. A two-story, 23,000 square foot addition was built in 1990, containing 11 classrooms, a second gymnasium, and a small addition to the cafeteria.

Aside from the aggressive annual maintenance programs the district performs at all schools, there have been no major renovations since the building and addition were constructed. Recent improvements beyond regular maintenance include a new gym floor and a divider curtain as well as masonry repairs and roof patching to keep ahead of leaking that is becoming more and more problematic. Due to a major drainage issue in a courtyard, the district has had to replace flooring and sheetrock due to flooding in the library.

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

117600

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

The site is 34.4 acres with a vehicle entrance from Route 134 and an exit onto Old Chatham Road. There are two large parking lots, one to the north and one to the south, that provide an adequate quantity of spaces for school use and functions. There is also a small lot in front for visitor parking. All of the parking lots are in declining condition with cracking and holes moving them into the need to do major work, as opposed to crack repair and sealing. There is also a paved fire lane that extends around the entire perimeter of the building.

In addition to the school building, parking lots and playgrounds related to the educational program needs, the site also contains a running track, two baseball fields, a softball field, and tennis courts. The poor condition of the tennis courts and running track have caused the district to restrict their use because they pose a liability until major repairs are completed. The track needs to be resurfaced to remain safe for student and community usage. Capital funds have been requested from the town to replace the tennis courts, but no commitment has been received as of yet. A new playground was installed in the summer of 2015, largely paid for with town funds.

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)

901 Route 134, South Dennis, MA 02660

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

The majority of the building is a single-story structure, however the back of the site is sloped downward so there is a lower level group of classrooms at the rear of the building. The existing building and addition have exterior brick veneer and exposed CMU backup on the interior. Most of the roofs are sloped slightly and there are several flat roof areas, all of which are covered with a single-ply adhered rubber membrane.

Drainage in the interior courtyard due to roof storm runoff is a major issue as it causes flooding to the lower rear level annually. The facilities audit report compiled in 2008 calls for the roof to be replaced in 2-5 years (from the time of the report) as well as replacing the gutters and downspouts. The facilities audit update completed in 2014 noted the roofing and drainage issues are an immediate priority issue that should be addressed ASAP because patching was no longer a viable option.

The single-pane windows are in poor condition and need to be replaced throughout the building. Aluminum window frames are not thermally efficient so the heat loss and condensation is significant. Many windows are no longer operable so ventilation during warm days is an issue. Other items no longer functioning, or in poor condition, include the large divider curtain between the gymnasium and auditorium, lockers throughout the entire building, and drinking fountains not in compliance with accessibility codes.

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

Year of Last Major Repair or Replacement:(YYYY) 1969

Description of Last Major Repair or Replacement:

none

Roof Section A

Is the District seeking replacement of the Roof Section? YES

Area of Section (square feet) 79300

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

EPDM

Age of Section (number of years since the Roof was installed or replaced) 47

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

repair minor leaks as needed

Roof Section B

Is the District seeking replacement of the Roof Section? YES

Area of Section (square feet) 11300

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

EPDM

Age of Section (number of years since the Roof was installed or replaced) 26

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

repair minor leaks as needed

Window Section A

Is the District seeking replacement of the Windows Section? YES

Windows in Section (count) 230

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

single pane, non-thermal framed aluminum windows with stationary and in-swinging windows.

Age of Section (number of years since the Windows were installed or replaced) 47

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

repair broken windows as needed to fix glass and hardware where possible

Window Section B

Is the District seeking replacement of the Windows Section? YES

Windows in Section (count) 400

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

original 1969 auditorium - Kalwall translucent panels

Age of Section (number of years since the Windows were installed or replaced) 47

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

none

Window Section C**Is the District seeking replacement of the Windows Section?** YES**Windows in Section (count)** 50**Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe))**

single-pane, aluminum frames

Age of Section (number of years since the Windows were installed or replaced) 26**Description of repairs, if applicable, in the last three years. Include year of repair:**

none

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

Most systems were installed in 1989-1990 during the last addition and were determined to be at 50% of their life expectancy in 2013. New boilers were installed during 1990 addition, however all other equipment, controls and piping are original and need to be replaced. All electrical service and equipment is original and repairs are costly. Electrical service and wiring should be upgraded and replaced.

Boiler Section 1**Is the District seeking replacement of the Boiler?** YES**Is there more than one boiler room in the School?** NO**What percentage of the School is heated by the Boiler?** 100**Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other)**

natural gas & oil

Age of Boiler (number of years since the Boiler was installed or replaced) 26**Description of repairs, if applicable, in the last three years. Include year of repair:**

minor repairs as needed

Has there been a Major Repair or Replacement of the HVAC SYSTEM? YES**Year of Last Major Repair or Replacement:(YYYY)** 1990**Description of Last Major Repair or Replacement:**

minor repairs as needed

Has there been a Major Repair or Replacement of the ELECTRICAL SERVICES AND DISTRIBUTION SYSTEM? NO**Year of Last Major Repair or Replacement:(YYYY)** 1969**Description of Last Major Repair or Replacement:**

none

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).

Classroom floors have VCT flooring, except for rooms 315, 316, 317, 318, 320 & 321. The gymnasium has a wood floor and bathrooms have ceramic tile. The administration suite has carpet flooring. The kitchen has a painted concrete floor. Most ceilings are 2x4 AC panels that have tested positive for asbestos content, except for the gymnasium which has exposed tectum and the bathrooms which have acoustic tile. Most of the 2x4 acoustical tile sags and creates shadow lines throughout the building. All of the interior walls are painted CMU.

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).

All students in grade 4 and 5 from Dennis and Yarmouth receive a core education program that includes math, science,

social studies and English language arts. In addition, one foreign language, technology, music (choral, band, and orchestra), art, health and physical education are available to all students. This is an Innovation School with an additional 40 minutes in the daily schedule and a summer component for low and moderate income students.

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).

27 classroom in original sections
 11 classrooms in 1990 addition
 2 science rooms with sinks
 2 computer labs
 2 art rooms
 2 music rooms
 1 library/media center
 2 gymnasiums
 auditorium
 cafeteria & kitchen
 administration suite

No significant updates to any of the above areas. Library is in lower level and thus susceptible to flooding from courtyard (see above) causing mold issues from time to time.

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).

Current capacity and utilization is reasonable. School is not overcrowded, it just needs renovations to remain a viable facility.

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).

District employs maintenance mechanics and has preventative maintenance contracts for major systems. Issues are addressed immediately. District reviews and has addressed major needs through Capital Planning Subcommittee of the School Committee. They undertook the capital assessment of all buildings in 2008 and continued again after the 2013 report update.

Priority 5

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

Roof leaks are becoming very common, noticeably at flashings as the membrane has lasted well beyond its useful life. Downspouts and gutters are in need of replacement as the uncontrolled spilling from the roof has eroded the earth below and has worn the foundation in some areas. A major and very costly concern is uncontrolled drainage into a courtyard, which has caused flooding of interior spaces that results in the need to replace flooring and sheetrock and has caused air quality and mold issues.

Masonry repairs required around the building, notably at window openings, need to be addressed as extensive damage to the structure takes place.

Exposed exterior wood is rotting and needs to be replaced and repainted.

Aluminum windows in the original building are in very poor condition. The non-thermal, single-pane glass is very inefficient and heat loss and condensation are common. Hardware on the windows is broken and parts cannot be replaced, so many windows are inoperable and compromising air quality.

Metal student lockers are in poor condition and need to be replaced.

Movable partitions in between gymnasium & auditorium need to be replaced.

Plumbing is in fair condition and requires repair and/or replacement in some areas. Extensive plumbing fixture replacement will need to be done in order to bring the building in compliance with accessibility codes.

Many bathroom fixtures (urinals, lavatories, water closets, sinks) need to be replaced due to poor conditions.

Power service is original and parts are hard to locate because manufacturer is out of business, and therefore should be replaced.

Electrical panels should be replaced too.

Exterior lighting is poor in many areas and needs to be replaced and/or upgraded (more lights).

Cafeteria partition is completely unusable and needs to be replaced.

Track and tennis courts are in extremely poor condition and need to be replaced in order to remain viable facilities.

Both parking lots need to be resurfaced to remove cracks and potholes.

Implementing the above items will trigger the need to bring the building into MAAB compliance. Barriers exist throughout the building including the need for two compliant elevators, toilets throughout, classroom sinks, door openings, site access, and entrance issues.

Implementing the above items will trigger the need to install a sprinkler system throughout the building.

Priority 5

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

Most HVAC items in mechanical room updated during 1990 renovation but are nearing end of useful life.

Fire alarm system installed in 1989.

Technology upgrades in 1998.

Exterior generator installed in 1989.

Priority 5

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

The roof leaks and the leaking through exterior walls create unsuitable environments for teaching and learning and there are concerns about air quality.

Inefficient windows create irregular heating & cooling patterns, are a source of energy consumption, and affect the indoor environment negatively.

Exterior lighting issues create safety concerns for students, staff & visitors.

The costs to maintain the electrical system is expensive and finding replacement parts is difficult.

There are many barriers that exist throughout the building and around the site. Consequently, there are spaces that are not accessible as defined by MAAB.

The building lacks a sprinkler system. Although there is detection, there are no sprinklers. This system would be required if the work items listed are implemented.

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.

Replacing the roofing and abating the leaks through the envelope will improve the indoor air quality.

New windows will improve the temperature control along the exterior of every classroom and improve the environment for teaching and learning.

Installing new HVAC equipment will reduce maintenance and operating costs substantially and will improve the indoor teaching and learning environment.

New lockers needed for change to only 4th & 5th grade students.

Fixing gymnasium and auditorium issues deficiencies will enable full utilization of those spaces.

Removing barriers will make the building more accessible throughout and will make program offerings more flexible.

Installing sprinkler system will improve the life safety standard in the building.

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):

KBA Architects and Garcia, Galuska, DeSousa (fire protection, plumbing, mechanical and electrical)

The date of the inspection: 1/1/2014

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

See attached report

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**

Carol Woodbury

Brian Carey

Carol Woodbury

Superintendent of Schools

(signature)

(signature)

(signature)

Date

Date

Date

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

ATTACHMENT H

Reference Form

ATTACHMENT H - REFERENCE FORM

Proposer: _____

Proposer must provide references for: a *minimum* of five (5) similarly sized projects and scopes of work completed within the past ten (10) years. Insert additional sheets of paper as necessary. **NOTE:** The awarding authority reserves its rights to 1) determine whether a listed project is similar in size and scope of work as the Mattacheese Middle School Project that such are being compared to for the reference checking. Failure to provide five (5) references as described above and failure to include with all references current contact information, correct names and accurate descriptions of services may result in immediate disqualification from further consideration of a contract award. Furthermore, if the contact person listed is not available to provide a reference, not willing to provide a reference and/or identifies that he or she is not the appropriate person to provide a reference because of limited knowledge, contact or other reason concerning the project identified – in all instances the awarding authority reserves its right to deem such a reference as poor or unavailable. References will be asked to rate the performance of the respondent as “excellent,” “good,” or “poor.” Any references that are unwilling to provide a reference for the respondent’s performance on a project will be identified as “poor.” Additionally, the awarding authority reserves its rights to include reference checks on projects not listed by the proposer in its submission, but which are within the past five (5) years, similarly sized and with similar scopes of work.

PROJECT: _____	CONTACT: _____
ADDRESS: _____	PHONE: _____
_____	EMAIL(_{req'd}): _____

Description and date(s) of supplies or services provided:

PROJECT: _____	CONTACT: _____
ADDRESS: _____	PHONE: _____
_____	EMAIL(_{req'd}): _____

Description and date(s) of supplies or services provided:

PROJECT: _____ CONTACT: _____
ADDRESS: _____ PHONE: _____
_____ EMAIL_(req'd): _____

Description and date(s) of supplies or services provided:

PROJECT: _____ CONTACT: _____
ADDRESS: _____ PHONE: _____
_____ EMAIL_(req'd): _____

Description and date(s) of supplies or services provided:

PROJECT: _____ CONTACT: _____
ADDRESS: _____ PHONE: _____
_____ EMAIL_(req'd): _____

Description and date(s) of supplies or services provided: