



**TOWN OF MAYNARD
SCHOOL BUILDING COMMITTEE
12 Bancroft Street
Maynard, MA 01754
www.maynardschools.org
978-897-2222**

REQUEST FOR OWNER'S PROJECT MANAGER (OPM) SERVICES (RFS)

1. Introduction

The **Town of Maynard School District**, ("Owner") is seeking the services of a qualified "Owner's Project Manager" as defined in Massachusetts General Laws Chapter 149, Section 44A½ and as further defined by the provisions of this RFS, to provide Project Management Services for the selection of an architectural firm to perform a feasibility study of the school building needs and/or possible regionalization. In addition the project may lead to project management services for design, construction, and addition to and /or renovation of the **Maynard High School ("MHS")** ("School") in Maynard, Massachusetts ("Project").

The Owner is requesting the services of an Owner's Project Manager to represent the Owner during the feasibility study and schematic design phases of the project initially. Subject to the approval of the Project by the Massachusetts School Building Authority (the "MSBA") and further subject to continued funding authorized by the Town of Maynard School District, the contract between the Owner and the Owner's Project Manager may be amended to include continued Project Management Services through design development, construction documents, bid and award, construction and final closeout of the potential Project. Potential solutions may include regionalization or a renovation of the existing School, a renovation and addition of the existing School and/or new construction. The estimated total project costs of an approved potential Project may range from \$35,000,000 to \$50,000,000 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.

2. Background

Maynard High School opened in 1962, and totals about 84,000 sq. ft. In the fall of 1992, the cafeteria and the auditorium were rebuilt due to a fire the previous summer. Forty + years of service many systems in the facility have now outlived their expected service life. The following provides a summary of Maynard High School's facilities related issues and studies conducted to date, as well as a brief overview of regionalization efforts to date.

New England Association of Schools and Colleges

Maynard High School had its ten-year NEASC site visit in the spring of 2002. The Commission's report issued the following Fall placed MHS on 'warning' status for a range of facilities and curriculum issues. In a series of standard follow-up reports over the next four years, the MHS Principal outlined resolution of the curricular concerns. Maynard High School met the initial concerns but then more facilities related issues were added. In February 2006 NEASC notified the District that due to inadequate facilities to meet teaching and learning the High School was placed on 'probation', i.e. in danger of losing Accreditation.

Deficiencies identified by NEASC include poorly designed science labs, limited guidance space, limited storage space, inadequate locker rooms that are not ADA compliant, a cafeteria in need of upgrading, the need to have separate bathrooms for special education students, heating, ventilation and plumbing issues, cracks in the exterior of the building, and electrical issues, to name a few.

Facilities Studies to Date

In February 2007 Tappe Associates, Inc. completed a School Facilities Strategic Planning Study for the Green Meadow (Pre-K through third grade) and MHS. One of the goals of the 2007 study was to better understand the current facility-related issues at MHS. (This assessment only considered maintenance and operational issues and did not address any of the educational requirements.) It was evident from the Tappe study that MHS had serious deficiencies in its physical plant, including systematic problems with heating, plumbing, and electrical.

Given the substantial issues, an analysis of potential options to solve the facilities issues at MHS as well as a space analysis study to determine which facilities might most efficiently be renovated/rebuilt. That contract was given to the Merrimac Education Center (MEC) last winter to consider a range of options.

Maynard is considering grade restructuring at all of its schools and would like to evaluate this option as part of the feasibility study.

History of the Districts Regionalization Efforts to Date

The School Committee pursued preliminary regionalization discussions with all the surrounding school districts, which include Acton-Boxborough, Concord-Carlisle, Lincoln-Sudbury, and Nashoba Regional. All of these school districts have formally rejected Maynard's overtures, which are reflected in various letters which are available at <http://www.maynardschools.org/reports.html>

3. Project Description, Objectives and Scope of Services

On or about January 2007, the Owner submitted a Statement of Interest (Attachment A) to the MSBA for Maynard High 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. On April 2, 2008, the MSBA invited the Maynard School District to conduct a feasibility study for this Statement of Interest to identify and study possible solutions and, through a collaborative process with the MSBA, reach a mutually-agreed upon solution. The MSBA has not approved a Project and the results of this feasibility study may or may not result in an approved Project.

It is anticipated that the feasibility study will review the problems identified in the Statement of Interest at Maynard High School. Project Objectives under consideration by the Owner include but are not limited to:

- Identification of the long term optimal scenario for the district. If the attainment of that optimal scenario is not currently in reach, gauge each schemes ability to support progress toward the long term goal.
- Life cycle costs of operating the School as it relates to future operational budgets. Evaluate options within the frame work of a "unified budget" approach whereby the bond service of capital expense as well as operational budgets are assumed to draw from the same source.
- Long term viability in terms of energy and transportation as well as flexibility regarding grade configuration, teaching methods, and characteristics of the student population
- Identification of specific milestone requirements and/or constraints of the District – e.g. Town votes and occupancy issues, regionalization choices, etc.

- Identification of community concerns that may impact study options.
- Identification of the most cost effective solution that solves the current deficiencies at Maynard High School. Options to be studied include, but are not limited to, regionalization, repair, renovation/expansion, and rebuild. In addition, reconfiguration of the grades will be considered.
- Analysis of enrollment trends and projections.
- Integration with the larger Maynard community
- Creative energy efficiency solutions
- Innovative alternative “Green” solutions such as active/passive solar, geothermal, etc.

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

1. Feasibility Study/Schematic Design Phase;	10 months
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NOTE: If regionalization is selected items 2 & 3 will not be required!

2. Design Development/Construction Documents/Bidding Phase; and	18 months
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3. Construction Phase.	18 months
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4. Minimum Requirements and Evaluation Criteria:

Minimum Requirements:

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

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

- The Project Director shall be a person who is registered by the Commonwealth of Massachusetts as an architect or professional engineer and who has at least 5 years experience in the construction and supervision of construction and design of public buildings with a particular emphasis on school buildings:
or,
- if not registered as an architect or professional engineer, the Project Director must be a person who has at least 7 years experience in the construction and supervision of construction and design of public buildings, with a particular emphasis on school buildings.
or,
- consultant with 12 years relevant experience involving capital projects, building construction, educational assessment, and municipal government.

Evaluation Criteria

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

The evaluation committee will use the following ranking system during the initial individual review and the same ranking system for the face to face interview process:

Meets or exceeds evaluation criteria (3)

Meets all minimum evaluation criteria (2)

Does not meet one or more of the evaluation criteria (1)

- 1) Past performance of the Respondent, if any, with regard to public, private, DOE funded and MSBA-funded school projects across the Commonwealth, as evidenced by: **(10 points)**
 - a) Documented performance on previous projects as set forth in Attachment C, including the number of projects managed, project dollar value, number and percentage completed on time, number and dollar value of change orders, average number of projects per project manager per year, number of accidents and safety violations, dollar value of any safety fines, and number and outcome of any legal actions;
 - b) Satisfactory working relationship with designers, contractors, Owner, the MSBA and local officials.
- 2) Thorough knowledge of the Massachusetts State Building Code, regulations related to the Americans with Disabilities Act, and all other pertinent codes and regulations related to successful completion of the project. **(9 points)**
- 3) Thorough knowledge of Commonwealth construction procurement laws, regulations, policies and procedures, as amended by the 2004 Construction Reform laws. **(9 points)**
- 4) Management approach: Describe the Respondent's approach to providing the level and nature of services required as evidenced by proposed project staffing for a potential (hypothetical) proposed project for new construction of 90 K square feet or addition/renovation of 90 K square feet; proposed project management systems; effective information management; and examples of problem solving approaches to resolving issues that impact time and cost. **(9 points)**
- 5) Key personnel: Provide an organizational chart that shows the interrelationship of key personnel to be provided by the Respondent for this project and that identifies the individuals and associated firms (if any) who will fill the roles of Project Director, Project Representative and any other key roles identified by the Respondent, including but not limited to roles in design review, estimating, cost and schedule control. Specifically, describe the time commitment, experience and references for these key personnel including relevant experience in the supervision of construction of several projects that have been either successfully completed or in process that are similar in type, size, dollar value and complexity to the project being considered. **(9 points)**
- 6) Capacity and skills: Identify existing employees by number and area of expertise (e.g. field supervision, cost estimating, schedule analysis, value engineering, constructability review, quality control and safety). Identify any services to be provided by Sub-consultants. **(9 points)**
- 7) Identify the Respondent's current and projected workload for projects estimated to cost in excess of \$1.5 million. **(9 points)**
- 8) Familiarity with Massachusetts-CHPS (MA-CHPS) High Performance Green Schools Guidelines. Demonstrated experience working on high performance green buildings (if any), green building rating system used (e.g., MA-CHPS or LEED), life cycle cost analysis and recommendations to Owners about

- building materials, finishes etc., ability to assist in grant applications for funding and track Owner documentation for MA-CHPS prerequisites. **(9 points)**
- 9) Thorough knowledge and demonstrated experience with life cycle cost analysis, cost estimating and value engineering with actual examples of recommendations and associated benefits to Owners. **(9 points)**
 - 10) Knowledge of the purpose and practices of the services of Building Commissioning Consultants. **(9 points)**
 - 11) Financial Stability: Provide current balance sheet and income statement as evidence of the Respondent's financial stability and capacity to support the proposed contract. **(9 points)**
 - 12) Experience working on community development while understanding the technical and educational needs of a school district. **(9 points)**
 - 13) Should have a familiarity with technical and financial assistance programs offered by natural gas and electric utilities serving Maynard as well as those sponsored by the Massachusetts Technology Collaborative. **(9 points)**
 - 14) Past experience assessing the potential impacts on teaching and learning resulting from managed structural change within a school district such as consolidation, reconfiguration, or regionalization. and potential impacts on teaching and learning. **(9 points)**
 - 15) Working knowledge of municipal financing as well as demonstrated appreciation for the impact of school operations on both the tax burden and property values of residents **(9 points)**

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

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

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

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

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

5. Selection Process and Selection Schedule

Process

- 1) The Town of Maynard School Building Committee will be evaluating all RFS responses. The committee will have written criteria to use as a guideline for the initial review in order to see which respondents make the interview list.
- 2) Identified reviewers must rank the Responses based on the weighted evaluation criteria identified in the RFS and must short-list a minimum of three Responses.
- 3) The reviewers will follow the evaluation rubric, confer pp.21-22, creating a rank-order of proposers.
- 4) During the interview process the reviewers will probe the proposed positions, e.g. engineer, project manager, principal, etc. evaluating the hours for each, alternatives if any and other information that the owner will require to negotiate a final fee w/the chosen company.
- 5) The Owner will commence fee negotiations with the first-ranked selection.
- 6) If the Owner is unable to negotiate a contract with the first-ranked selection, the Owner will then commence negotiations with its second-ranked respondent and so on, until a contract is successfully negotiated.
- 7) First-ranked selection will be submitted to the MSBA for its approval.
- 8) The first-ranked selection may be asked to participate in a presentation to the MSBA and/or submit additional documentation, as required by MSBA, as part of the MSBA approval process at no cost to the Owner or the MSBA.
- 9) The Owner may include its provisions to re-advertise if less than three responses are received or to re-advertise if fee negotiations fail.

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

- 03/4/09 Advertise RFS in Central Register of the Commonwealth of Massachusetts and *the Beacon Villager*.
- 03/12/09 Voluntary informational meeting at 11AM at the Coolidge School, 12 Bancroft St., Maynard, 01754
- 03/13/09 Last day for questions from Respondents
- 03/25/09 Bid responses due.
- 04/03/09 Respondents short-listed
- 04/8&9/09 Interview short-listed Respondents
- 04/15/09 Negotiate with selected Respondent
- 04/24/09 Final selection submitted to the MSBA for review and approval
- 05/8/09 Execute contract

Requests for Services may be obtained from:

Dr. Mark Masterson
 12 Bancroft St.
 Maynard, MA 01754
masterson@maynard.k12.ma.us
 978-897-2222 (phone)
 978-897-4610 (fax)

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

Peter DiCicco
12 Bancroft St.
Maynard, MA 01754
dicicco@maynard.k12.ma.us
978 897-8251 (phone)
978-897-4610 (fax)

by the close of business on the date stated above.

Sealed Responses to the Requests for Services for Owner's Project Manager Services must be clearly labeled "Owner's Project Management Services for Maynard High School" and delivered to

Dr. Mark Masterson
Maynard Public Schools
12 Bancroft St.
Maynard, MA 01754

no later than 3PM on Wednesday, March 25, 2009. The Owner assumes no responsibility or liability for late delivery or receipt of Responses. All responses received after the stated submittal date and time will be judged to be unacceptable and will be returned unopened to the sender.

6. Requirements for content of response:

Submit 10 (there are 7 committee members) hard copies of the response to this Request for Services and one electronic version in PDF format on CD. All responses shall be:

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

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

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

7. Payment Schedule and Fee Explanation:

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

8. Other Provisions

A. Public Record

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

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

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

C. Communications with the Owner

School System's business administrator for this Request for Services is:

Peter DiCicco
Maynard Public Schools 12 Bancroft Street, Maynard, MA 01754
Telephone: 978 897-8251
Facsimile: 978 97-4610

Respondents that intend to submit a response are prohibited from contacting any of the Owner's staff other than the Procurement Officer. An exception to this rule applies to Respondents that currently do business with the Owner, but any contact made with persons other than the Procurement Officer must be limited to that business,

and must not relate to this RFS. In addition, such respondents shall not discuss this RFS with any of the Owner's consultants, legal counsel or other advisors. ***FAILURE TO OBSERVE THIS RULE MAY BE GROUNDS FOR DISQUALIFICATION.***

D. Costs

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

E. Withdrawn/Irrevocability of Responses

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

F. Rejection of Responses, Modification of RFS

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

G. Subcontracting and Joint Ventures

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

H. Validity of Response

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

FURTHER INFORMATION

ATTACHMENTS:

Attachment A: Statement of Interest

Attachment B: Contract for Owner's Project Management Services

Attachment C: OPM Application Form - May 2008

ATTACHMENT A
STATEMENT OF INTEREST

PLEASE FIND AT END OF DOCUMENT

(DISTRICT TO ATTACH)

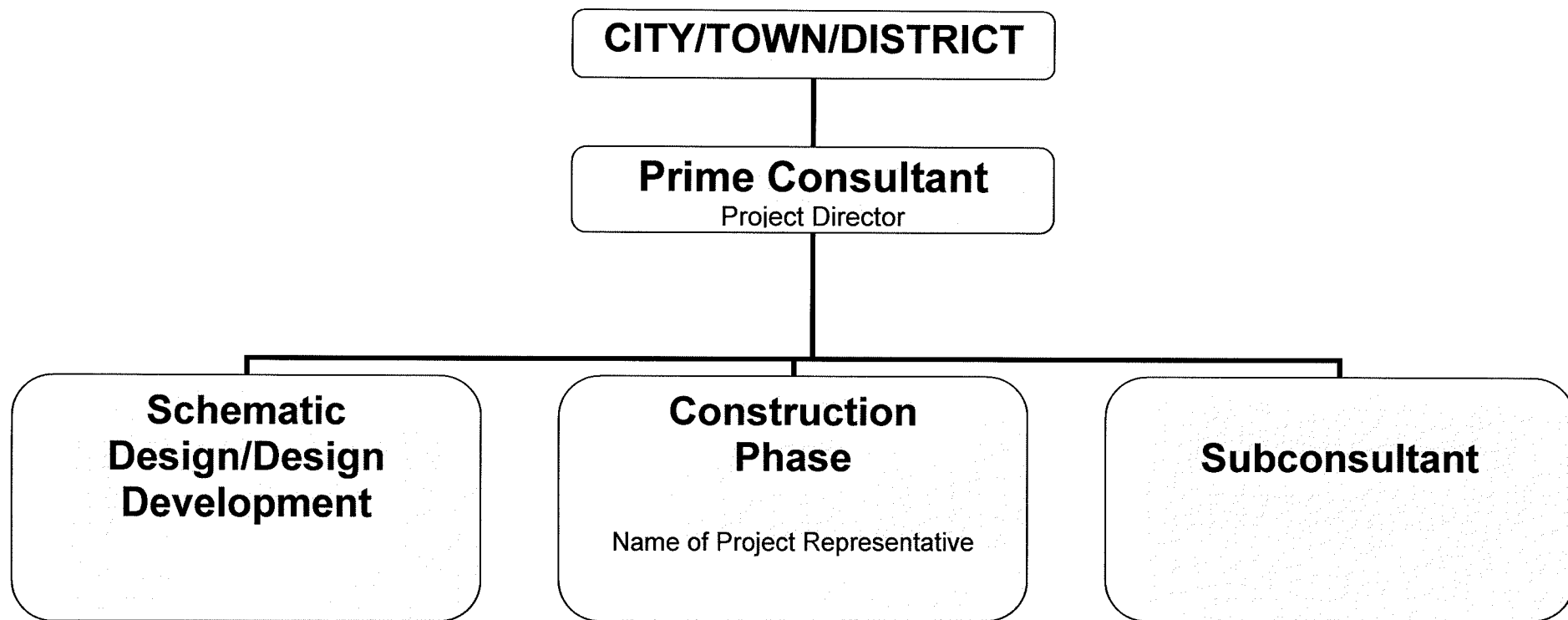
ATTACHMENT B
MSBA STANDARD CONTRACT
(Design/Bid/Build)

PLEASE FIND AT THE END OF DOCUMENT

Owner's Project Manager Application Form - May 2008

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

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



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

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

7b. Past Performance: Provide the following information for those completed Projects listed above in 7a for which the Prime Applicant has performed, or has entered into a contract to perform (cont) Owner's Project Management Services for all Public Agencies within the Commonwealth within the past 10 years.

a. Project Name And Location Project Director	b. Original Project Budget	c. Final Project Budget	d. If different, provide reason(s) for variance	e. Original Project Completion	e. Actual Project Completion On Time (Yes or No)	f. If different, provide reason(s) for variance.
(1)						
(2)						
(3)						
(4)						
(5)						

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

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

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

9. Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Subconsultants. If Needed, Up To Three, Double-Sided 8 1/2" X 11" Supplementary Sheets Will Be Accepted. **APPLICANTS ARE REQUIRED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED.**

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

Submitted By
(Signature)

Printed Name And Title

Date

Interview Process and Ranking Criteria:

- The interview process will consist of all Building Committee members reviewing each RFP response over a one week period.
 - a. The intent of the review will be to understand the background of the corporation along with the background of the individuals to be assigned to the Maynard School System project.
 - b. Review the listing of projects completed and/or presently under contract with the intent to compare the past and present workload and work description with that of Maynard. This will be to uncover similarities in school system size, age, grade structure, assignment, etc.
 - c. Project innovation, along with schedule and project controls are as important as technical ability and negotiating skills. The committee will need to understand how the respondent would like to handle meetings, meeting schedules, communications with the Town and with the Building Committee.
 - d. Client references are very important and will be the committee's way to better understand the human factor of the respondent.
 - e. The fee proposal will be the last item being looked at and will not be seen by the evaluating team so as to not sway any opinions or decisions based on a higher or lower proposed fee.

Attachment D Owners Project Manager – RFP Response Evaluation (Table 1)

Committee Participants:

Evaluation Date:

Evaluation Process:

Participants will identify important areas and then discuss issues until a consensus is reached on the rank of each RFQ for each of the four areas.

Rank

Ranked 1st - 3 pts (MAX score)

Ranked 2nd - 2 pts

Ranked 3rd - 1 pt

Issue										
Qualifications & Key Personnel (40%)										
Similar Experience & Past Performance (35%)										
Project Ingenuity/Cost/Schedule Control (15%)										
Client References from Similar Projects (10%)										
Subtotal										
Fee Proposal										
Total										

(X) Indicates did not meet all requirements

(Y) Indicates references will be called.

Attachment D
Required Certifications (*To be developed by the Owner*)
Please refer to Attachment B – Pages 26 and 27 of Attachment B

**Maynard High School
MSBA Statement of Interest, January 2007**

The New England Association of Schools & Colleges addressed this letter to the High School Principal on January 31, 2006, "The Commission on Public Secondary Schools, at its January 8-9, 2006 meeting, reviewed the Combined Special Progress Report and Report of a Commission Directed Visit of Maynard High School and voted to place the school on probation because of significant deficiencies..."

Just one month later School Committee voted to initiate a facilities study of the High School. The Committee understood that the High School facilities issues were significant and complex, necessitating professional assistance and analysis. Late in the summer of 2006 the firm Tappe' Associates was hired to assist the Facilities Advisory Council (FAC), a citizens group appointed by the School Committee. The Facilities Advisory Committee, with Tappe' Associates, has extensively studied the High School facility; this Statement of Interest attempts to 'capture' their findings. (The full report is available to the MSBA upon request.)

Maynard High School opened in 1962, and totals about 84,000 sq. ft. In the fall of 1992, the cafeteria and the auditorium were rebuilt due to a fire the previous summer. Forty + years later many systems in the facility have now outlived their expected service life. After months of investigation and study, on January 10, 2007 the Facilities Advisory Council voted to recommend to the School Committee that the HS building should not be renovated/added to, but newly constructed. Given the costs of renovation/addition the FAC concluded that new construction is necessary to produce a facility to educate students for the 21st century. An initial, significant MSBA contribution, through its new process, might be to assist in resolving the community debate between difficult, costly renovations versus building a new high school.

Priority 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.

The Facilities Advisory Council has identified the HS HVAC system as that area most in need of renovation to protect the health of students and staff. Significant variances in winter classroom temperatures are common; in the past some classes have necessarily been moved because of cold rooms. During the heating season, or on a hot day, even a visitor can recognize the inadequate ventilation in the building. On such days classroom conditions are both uncomfortable and unhealthy. Yet, we now understand even on a 'pleasant' fall day, our classrooms are not receiving adequate ventilation. The District is now necessarily taking action to address this problem –even though it would be more economical to await the complete renovation/rebuilding of the facility.

Engineers identified the following systemic HVAC problems that explain the poor air quality perceived by building users:

Heating and Ventilation

1. Automatic Temperature Control: 40+ year old pneumatic design; antiquated distribution system is *beyond repair* and largely dysfunctional. Repair is not economical; whole system must be replaced.
2. Exterior Windows: predominantly hung w/aluminum curtain wall –single glazed units, no thermo break, and therefore terribly inefficient.
3. Roof mounted exhaust fans: 40+ years old; many are inoperative. Code required ventilation air is not being provided. All fans need to be replaced and balanced to meet code amounts of ventilation.
4. Wall mounted exhaust fans: majority are 40+ years old, intended to remove outside air introduced by classroom unit ventilators; many of which are not operating. Code required ventilation air is not being provided in classrooms. All fans need to be replaced.
5. Classroom unit ventilators: 40+ years old and not upgraded over the period. Units are antiquated, soiled, and have failing automatic controls; parts are unavailable. Failed systems also cause excessive energy consumption.
6. HVAC – Auditorium: served by two, 40+ year old air-handling units in the ceiling. Units are undersized and can not provide adequate code required air ventilation.
7. HVAC –Gym: served by two, 40+ year old, ceiling hung air-handling units. Both are in poor condition. The amount of ventilated air is undersized and inadequate, limiting the use of the gym in late spring, e.g. graduation, summer and early fall. And the exhaust fans in the gym are inoperable.
8. Locker room unit ventilators: 40+ year old, in poor condition. Exhaust fans are inoperable; adequate ventilation is not provided.
9. Kitchen exhaust system: 40+ years old; fan operates, but does not exhaust code compliant amount of air. Hood is inadequate; does not contain all cooking equipment. Make-up for fan/hood deficiencies is 100% outside air vent, located in the adjacent food storage room –susceptible to freezing-up.

Roof: 10-15 years old, patched in several locations. Rain water and snow melt pool on surface. Leaks have saturated some underlying insulation. Dysfunctional flashing allows snow and water into the masonry. Roofing contractors, independent of this study, have advised the District that *the entire roof must be replaced*. Continued patching is costly and wasteful.

Sprinkler System: None; the building has no sprinkler system.

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

- Over the past several years attempts have been made to effect partial repairs to the following items:
 - Automatic Temperature Controls: components replaced over time – yet the system is minimally functional
 - Roof Mounted Exhaust Fans – Approximately 50% of the fans are now operational; units are beyond normal life span.
 - Wall Mounted Exhaust Fans – Approximately 10% of the fans are operational; cost of repairs has limited efforts.
 - Unit Ventilators – The majority of thermostats and many fan motors have been replaced. Most are functional; but inadequate. Units are beyond normal life span; replacement parts are increasingly difficult to obtain.
 - Kitchen Exhaust System: attempts at repairs have been made, but system is structurally inadequate. Needs replacement.
 - Roof Patching: there have been continual patching efforts over time.

- Essentially no repairs have been made to the following items:
 - Exterior Windows
 - HVAC Auditorium/Gym

The cost of replacing windows and frames w/energy saving is simply beyond the
as is the gym air exchange system, relative to other priorities, repair is unaffordable.

District's ability. As bad

Priority 3

Prevention of loss of accreditation.

Detailed description of the **facility-related** issues that are threatening accreditation.

The most direct, concise response to this priority is to quote from two letters from the New England Association of Schools & Colleges; these excerpts describe Maynard High School's initial warning and its eventual probation status.

NEASC letter to Principal, John Lent, November 12, 2002, p. 2:

"The Commission also had expressed concerns regarding the facilities deficiencies and funding inadequacies, particularly as they affect teaching and learning. Concerns include, but are not limited to, the following: inadequate library space...inadequate storage space for audiovisual materials...the outdated design of science rooms...limited guidance space; inadequate storage space for and access to music classes; inadequate and outdated technology; inadequate funding for long range plans for building and site management; and the need for appropriate measures to ensure that all entrances are secure.

Given these concerns, the Commission voted to place the school on warning for the Standards on...Community Resources for Learning."

NEASC letter to Principal, John Lent, January 31, 2006:

We have chosen to include a copy of the entire NEASC probation letter rather than quote a numerous and lengthy excerpts. Consequently, MSBA will better understand both the gravity of the HS facility problem and the District's response, to seek professional guidance as to how to address the facilities challenge.

Please review the attached NEASC letter of January 31, 2006. NB this historical summary letter includes significant non-facilities issues, all of which have been resolved over the last several years. *Maynard High School is on probation due to facilities deficiencies.*

**NEW ENGLAND ASSOCIATION OF SCHOOLS & COLLEGES, INC.
COMMISSION ON PUBLIC SECONDARY SCHOOLS**

January 31, 2006

John Lent
Principal
Maynard High School
1 Tiger Drive
Maynard, MA 01754

Dear Mr. Lent:

The Commission on Public Secondary Schools, at its January 8-9, 2006 meeting, reviewed the Combined Special Progress Report and Report of a Commission Directed Visit of Maynard High School and voted to place the school on probation because of significant deficiencies in its adherence to the Commission's Standards for Accreditation on Curriculum, School Resources for Learning, and Community Resources for Learning.

School officials have the opportunity to show cause why the school should not be placed on probation. If Maynard High School elects to show cause, it should file a written submission of its case by March 1, 2006 providing information, beyond that contained in the school's Special Progress Report, which demonstrates that the problems cited either do not exist or have been resolved. Review of such a response would take place at the next Commission meeting on March 26-27, 2006. If the school chooses not to show cause, it should so inform the Commission in writing by March 1, 2006. Failure to show cause is an indication to the Commission that in the view of the school the concerns cited are accurate. Correspondence from the school should be sent to the Commission office by certified mail, return receipt requested.

Because a request for a show-cause response is a serious matter, the Commission has asked that I review the communications between the school and the Commission since the last evaluation visit in April 2002. Since the school's decennial evaluation in April 2002 the Commission has reviewed three progress reports from the school, specifically a routine Two-Year Progress Report and two Special Progress Reports, one of which was combined with a Directed Visit by a commission member and a staff member. A summary of each report follows.

When the Commission reviewed Maynard High School's decennial evaluation report at its meeting of March 2002 and continued the school's accreditation, the school was commended for the reflective and inclusive process with which the school developed its mission statement and its expectations for student learning, the collegiality and informal collaboration among the faculty, the positive school climate, and the faculty and staff's commitment to student well-being. However, the school was placed on warning for the Standards of Accreditation on Mission and Expectations for Student Learning, Curriculum, and Community Resources for Learning. The Commission expressed concern over the lack of definition regarding the meaning of school-wide learning goals, the lack of emphasis placed on the achievement of school-wide expectations for student learning, inadequate library space, an inadequate print collection, inadequate storage space for AV materials, outdated science equipment and the outdated design of the science rooms, limited guidance space, inadequate and outdated technology, and inadequate funding for long-range plans for building and site management. The Commission asked the school to report in a Special Progress Report the following: develop and implement a plan to fund and address all facilities deficiencies, in particular ensuring the resolution of problems with library, science, guidance, and music space, storage space, and inadequate technology; budget for necessary resources for the library media center to include updating the technology, hardware, and software in the library media center; and provide funding to replace outdated textbooks and provide appropriate science equipment, among other items.

The Commission reviewed the school's Special Progress Report in September 2003. It commended the school for the considerable work done to create and define measurable school-wide academic expectations for all students, the upgrading of safety and security protocols at school entrances, the additional attention given in the budget to the need to replace inadequate equipment and instructional materials, and the replacement of outdated chemistry textbooks, among others. In addition the Commission asked the school to report on the following: continue to monitor and assess the impact of the \$400 activity fee on student participation, clarify the school's process for assessing the achievement by each student in the school of each of the academic expectations in the mission, using school-wide rubrics; report the completion of curriculum maps; submit the findings of the School Facilities Committee related to Maynard High School along with a timeline and explanation of funding for the resolution of all school facilities deficiencies; increase student access to technology throughout the building; fully integrate the library media program into the curriculum; confirm that a full-time certified library media specialist has been

D-B-B

October 3, 2008

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hired to serve the students of the school; and provide an update on and assess the adequacy of financial support to address the current programs, staffing, and technology needs..

At its January 2005 meeting the Commission reviewed the Two-Year Progress Report and commended the work of the School Facilities Standing Committee to gain approval of funds to upgrade the science labs, the development of a five-year capital plan to guide funding for the facility's needs, the effective reorganization and improved use of the library, existing storage spaces and parking areas, the upgrading of library resources and services and enhancement of communication and climate to meet student and faculty needs, the increased professional development for integration of technology into the curriculum and the improvement in library resources and opportunities for student research-based learning. In addition, the Commission removed the Standard on Mission and Expectations for Student Learning from the school's warning status. However, the Commission asked the school to submit the report of the findings of the School Facilities Committee, to provide a plan and a timeline to address all facility deficiencies identified in the Five-Year Capital Plan as well as those identified by the School Facilities Committee, to confirm that the school will have a certified or provisionally certified library media specialist for the 2005-2006 school year, and to confirm the school has a full-time nurse.

The Commission reviewed the school's Special Progress Report at its September 2005 meeting and voted to defer action pending a visit by a Commission member and a Commission staff person. At that time the Commission expressed concern regarding the deficiencies in the facility, including health and safety concerns and the ability of the facility to support and enhance the delivery of the curriculum. In addition, the Commission was concerned about the provision for the renovation and repair of the facility should the community decide not to fund major projects. Finally, the Commission remained concerned that the school did not have a certified library/media specialist.

As a result of the Commission Directed visit the Commission acknowledged some limited progress including a curriculum line item in the district budget in the amount of \$260,000 of which the high school was the main recipient for the replacement of textbooks over a three-year period; a district technology plan, funded through the curriculum line item, a technology department budget, and grant monies; the addition of nine computers to the library (instead of one at the time of the accreditation visit) and a variety of on-line reference tools; biology labs with new lab tables and sinks with running water; and the expenditure of \$10,000-15,000 on the repair of the roof over the last several years (eliminating leaks).

However, the Commission expressed continued concern that there has been no resolution to a myriad of facilities problems such as the following:

- missing hardware on many windows, leaving just one to pull open the window
- faulty locks on many classrooms, making it difficult to access classrooms and storage
- rows of desks original to the building stacked in hallways and waiting to be refurbished
- a paucity of current or new science equipment
- the outdated design of the science rooms
- the absence of computers for student use in many classrooms, including science and mathematics rooms
- cluttered classrooms with books and materials stacked on windowsills and unit ventilators
- a lack of storage throughout the school, including the AV storage area
- a chemistry lab in which only half the sinks and gas jets are operable, impacting the teacher's ability to provide adequate opportunities for the authentic application of knowledge and skills and to provide depth of understanding in the curriculum
- the original boiler, still working, but identified by the principal and business manager as the number one priority for funding
- outdated wiring, with clocks missing in some rooms and an open hole exposed
- an intercom system which does not work in the music room or cafeteria and is in need of repair or replacement
- faded exterior paint
- cracks in door frames and window frames
- the bell system in need of repair and/or replacement
- inadequate and dirty locker rooms, filled with old sneakers, trash and unused clothing

In addition to the facilities issues noted above, the Commission's concerns regarding the Library/Media Center have prompted it to add the Standard for School Resources for Learning to the probationary status of the school due to the following:

- a limited library print collection
- the lack of a full-time certified library/media specialist
- an undersized library, slightly less than the size of a double classroom, unable to support a rigorous curriculum and meaningful research

The Commission wishes to remind the Maynard community that the Commission has been monitoring Maynard High School's progress resolving its facilities needs since April 2002. During that time period the school has reported efforts to explore and fund various plans, and it has taken some steps to address some facilities issues. Beyond continued use of the existing budget to whittle away at small projects maintaining current conditions, and beyond a five-year plan to continue to

address technology and textbook needs through the relatively healthy curriculum line item, there is no guarantee of any town monies to make additional progress on facilities deficiencies for the upcoming year, let alone to fully resolve them through a comprehensive plan that is approved and funded with a firm timeline for completion. Even more importantly, there appears to be little will on the part of the town to address and resolve the problems of the facility which is tired, outdated, and in need of major renovations and upgrades in order to meet the academic needs of students in the 21st century. As a result the long unaddressed physical deficiencies will continue to impair teaching and learning at Maynard High School for the foreseeable future. These concerns prompt the Commission's recommendations for probation.

The Commission wishes to acknowledge the efforts of the superintendent and School Committee in trying to resolve the facilities needs of the high school. However, continued membership in the Association carries with it a responsibility to address fully all identified needs in a timely manner. Such progress has not been demonstrated by the Maynard community.

The Commission wishes to be clear that it will not dictate to the community a particular resolution to Maynard High School's facilities problems. That is the responsibility of the leadership of the school system and the community. Once the school is placed on probation it will remain in that status until it can demonstrate that the facility deficiencies have been fully resolved. In order for probation not to deteriorate to a recommendation for termination the school community will have to demonstrate reasonable progress resolving facilities needs through regular reports to the Commission.

We have enclosed copies of the Association's Policy and Procedure for Appeal of Adverse Action and Policy on Release of Information for your review as well as an explanation of the Commission's show-cause procedures. Should you have any questions about the Commission action or information that has been requested, please contact the Commission office.

Sincerely,

Pamela Gray-Bennett

PGB/rt

Enclosures

cc: Mark Masterson, Superintendent, Maynard Public Schools

Anne Pratt, Chair, Maynard School Committee

Martin Gray, Chair, Commission on Public Secondary Schools

Measures taken to mitigate the NEASC identified problems:

Following the NEASC report the HS administration embarked on a series of clean-up efforts, reducing classroom “clutter”. Additionally, old chairs and some desks were disposed of; some door locks have been replaced over time. The reality is that the school lacks storage space, not simply to be overcome with add-on cabinets, shelves, etc. The NEASC report has identified a fundamental design problem; little thought was given to storage, e.g. simple classroom supplies, texts, musical instruments, art productions, theatre scenery, etc., etc. Only renovation will address this global issue of inadequate storage. In summary those “maintenance” issues identified by NEASC that could be economically addressed have been.

Priority 5

Replacement, renovation or modernization of the heating system in a schoolhouse to increase energy conservation and decrease energy related costs.

Provide a detailed description of energy conservation measures that are needed and include an estimation of resultant energy savings as compared to the historic consumption.

A recent engineering study identified the following systemic problems:

- a. Power Plant: *beyond life service*. Components of the system: boilers, pumps, piping with insulation, breeching, and chimney are 40+ years old and have reached their maximum serviceable life; the cost of repairing the equipment is an uneconomical choice.
- b. Fuel tank: single wall design, buried adjacent to the boiler room; supply lines appear to also be single wall design. The level gauge is antiquated and the entire system is approximately 40+ years old. With proper installation the maximum serviceable life of the entire system is approximately 25 years. The system needs be *completely replaced*.
- c. Domestic water heater: generated from two sources located in the boiler room, a water storage tank connected to the boilers and two gas-fired water heaters. There are no thermostatic mixing valves at the heaters.

Needed:

1. Replace all existing boilers, pumps, piping with insulation, expansion tanks, breeching, chimney, and combustion air system with new cast iron sectional boilers, each sized at 50% of the overall building capacity, a primary and standby base mounted end suction hot water pump controlled with a variable frequency drive, diaphragm expansion tanks, double wall positive pressure breeching with chimney, and combustion air louvers provided with motor operated dampers. All boiler room piping must be replaced with new fiberglass insulation.
2. Upgrade the entire fuel burning system to natural gas.
3. Water heating system should be replaced with a gas-fired, atmospheric water heater and storage tank.

While the facilities study report is not yet final, one obvious result is the HS boilers must be replaced immediately.

Please describe the measures the School Department has already taken to reduce energy consumption.

Lighting upgrade:

A building lighting upgrade was completed in March 2006 which replaced all of the T12 fixtures with T8 fixtures. Resultant energy savings are approximately **\$16,000 per year**.

Heating plant:

Plans are underway to advance a power plant article on the Maynard May '07 Town Meeting warrant –even though making such a replacement as part of a strategic facilities plan would be more economical.

Estimated energy savings by replacing the existing equipment would be approximately **\$10,000 to \$15,000 per year** based upon historical consumption data.

And the District has investigated adding a photovoltaic, electrical generating system on new roofs.

Replacement or addition to obsolete buildings in order to provide for a full range of programs consistent with state and approved local requirements.

Several specific HS facilities are obsolete and must be substantially renovated/newly constructed to support a 21st Century educational effort:

- Media-Center: The current HS library consists of a double class sized room, with inadequate storage capacity, inadequate work space for students and teachers, inadequate stack-space for books and reference material –cf NEASC Report in Priority #3. The space can not serve the needs of whole classes; there is no room for ‘special needs’ space, study group areas, needed computers or study carrels. Whereas a HS library should be the school center of research and study, at best this is a overstuffed, double-classroom, about 1/3 the total square feet recommended by the Mass. Library Media Association.
- Science Classrooms, Gas/Water/Drains: Science classrooms have no dedicated water systems; the ‘special’ waste piping connects untreated water to the sanitary piping. The natural gas connections lack code-required, manual shutoff valves. It is generous to describe these classrooms as ‘science rooms’; they are at best antiquated, cf NEASC Report.
- Locker Rooms: both the bathrooms and the changing areas are in very poor condition, cf. NEASC report. They do not meet current ADA or MAAB standards. The entire area needs a total renovation w/new fixtures, equipment, area finishes and accessibility requirements.
- Music room: accessible only by stairs; needs an elevator (a ramp would bisect the classroom); does not meet ADA requirements. Additionally, the area needs ‘practice rooms’ and significant additional storage areas, cf NEASC Report.
- Kitchen equipment: stove, ovens, garbage disposal, serving counters, etc do not function adequately and are all past their expected service life. Additionally there are space needs for dry storage and the walk-in cooler/freezer. The entire facility needs closer access to loading/recycling areas.
- Storage: Every discipline area of the school needs additional storage space: stage, music, art, gym, science, etc., cf NEASC Report.
- Conference rooms: guidance & counseling, teachers, particularly special needs teachers, and Principals all need access to conference rooms.
- Special Needs: alternative classrooms need minor food preparation areas, and bathroom facilities.
- Stage: requires improved access, additional, code compliant costume and scenery storage, a control room with complete view of the stage.
- Cardio/weight room: **None**; our HS students have no aerobic area, free weights, circuit machines, etc. As our Health curriculum moves to ‘wellness’, we are limited by a ‘50’s facility.
- Custodial/Building storage: the building lacks storage for basic custodial supplies, an adequate loading dock, and non-consumable storage, e.g. lawn mowers, furniture, etc.

Maynard High School was designed in the late 50’s and constructed in the early 60’s. The problem is more severe than systems that are beyond their life-expectancies; however severe those infrastructure needs. The challenge is to construct a 21st century facility that will serve our students now and for future decades.

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

- Media Center – The furnishings/materials within the library were rearranged to make more efficient use of the available space. Some computers have been added.
- Science Classrooms – Two rooms have been upgraded with new work tables and chairs. Additionally sinks have been repaired in two rooms.
- Locker Rooms – Thermostats and a sink have been replaced; ventilating unit has been improved. Minimal corrective action is possible without major renovation.
- Music Room - Given the split-level entry, no corrective action is possible without major renovation.
- Kitchen Equipment – continual repair/replacement of component parts.

CONTRACT FOR PROJECT MANAGEMENT SERVICES
(Design/Bid/Build Project)

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

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

For the performance of all services required under this Contract, and excluding those services specified under Articles 9 and 10 of this Contract, the Owner's Project Manager shall be compensated by the Owner as follows and in accordance with the Payment Schedule included as Attachment A:

Not-to-Exceed Fee for Basic Services: _____
\$[insert total fee amount]

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

OWNER

(print name)

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

OWNER'S PROJECT MANAGER

(print name)

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

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ATTACHMENT A: PAYMENT SCHEDULE

ATTACHMENT B: KEY PERSONNEL

ARTICLE 1: DEFINITIONS

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

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

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

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

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

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

CONTRACTOR or GENERAL CONTRACTOR -- the person or firm with whom the Owner has contracted to perform the construction for this Project.

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

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

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

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

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

NOTICE to PROCEED -- the written communication issued by the Owner to the Contractor 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 and is responsible for administering this Contract.

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

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

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

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

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

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

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

PROJECT DIRECTOR -- the employee of the Owner's Project Manager who has been designated in writing by the Owner's Project Manager as its authorized representative, as approved by the Owner, and subject to the approval of the Authority, pursuant to the requirements of M.G.L. c.149 §44A½ for an "owner's project manager" and 963 CMR 2.00 et seq. and shall be the person who shall oversee and be responsible for all project management services provided under this Contract.

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

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

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

TRADE CONTRACTOR - Subcontractors having a direct contractual relationship with the Contractor, to perform one or more sub-bid classes of work listed in M.G.L. c.149 §44F and all other sub-bid classes of work selected by the public agency for the Project, provided the sub-bid work meets or exceeds the threshold sum identified in M.G.L. 149 §44F(1).

ARTICLE 2: RELATIONSHIP OF THE PARTIES

- 2.1 The Owner's Project Manager shall act as an independent contractor of the Owner in providing the services required under this Contract.
- 2.2 The Owner's Project Manager warrants and represents to the Owner that it has fully, completely and truthfully represented the qualifications and skills of the Owner's Project Manager, its Subconsultants, agents, servants and employees in the proposal submitted by the Owner's Project Manager, the Contract documents and in all communications with the Owner relative to this Contract and the services to be performed hereunder by the Owner's Project Manager, its Subconsultants, agents, servants and employees.
- 2.3 The Owner's Project Manager warrants to the Owner that it shall perform its services hereunder with that degree of skill and care ordinarily exercised by similarly situated members of Owner's Project Manager's profession on projects of similar size, scope and complexity as is involved on the Project. The Owner's Project Manager's services shall be rendered in accordance with this Contract, based on industry standards and in coordination with the services provided by the Designer.
- 2.4 The Designer is solely responsible for the design requirements and design criteria for the Project (except to the extent specifically delegated to others) and for performing in accordance with the contract between the Owner and Designer.
- 2.5 The Contractor shall be solely responsible for construction means, methods, techniques, sequences and procedures and for safety precautions and programs in connection with the Project and for performing in accordance with the contract between the Owner and Contractor.
- 2.6 Nothing in this Contract shall be construed as an assumption by the Owner's Project Manager of the responsibilities or duties of the Contractor or the Designer. The Owner's Project Manager's services shall be rendered compatibly and in coordination with the services provided by the Designer. It is not intended that the services of the Owner's Project Manager and Designer be competitive or duplicative, but rather complementary. The Owner's Project Manager shall be entitled to rely upon the Designer and Contractor for the proper performance of their obligations pursuant to their respective contracts with the Owner.

ARTICLE 3: RESPONSIBILITIES OF THE OWNER

- 3.1 The Owner shall be responsible to oversee and monitor the performance of the Owner's Project Manager to ensure that it performs its obligations in a satisfactory manner. The Owner shall provide the necessary general direction and broad management coordination required to execute the Project.
- 3.2. The Owner shall designate an individual or individuals who shall have the authority to act on behalf of the Owner under this Contract and who shall be responsible for day-to-day communication between the Owner and the Owner's Project Manager.
- 3.3 Upon satisfactory completion of services performed, the Owner shall make payments to the Owner's Project Manager as provided in Articles 7, 8, 9 and 10.

ARTICLE 4: RESPONSIBILITIES OF THE OWNER'S PROJECT MANAGER

- 4.1 The Owner's Project Manager shall provide project management services to monitor procurement procedures, design, construction and other related activities and to facilitate, coordinate and manage the Project with respect to timely performance in accordance with the Project Schedule and monitor the quality of services and workmanship and shall recommend courses of action to the Owner when respective contractual requirements are not being fulfilled. Services shall continue through substantial use and occupancy by the Owner, Project closeout and final auditing as conducted by the Authority.
- 4.2 The Owner's Project Manager shall perform the services required under this Contract in conformance with applicable federal, state, and local laws, ordinances and regulations.
- 4.3 The Owner's Project Manager shall report to the Owner any act or inaction in connection with the Project which the Owner's Project Manager believes creates a substantial health or safety risk.
- 4.4 The Owner's Project Manager 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 so long as the foregoing do not materially contradict the Owner's Project Manager's obligations and responsibilities hereunder.
- 4.5 The Owner's Project Manager acknowledges the importance that the Owner attributes to the abilities and qualifications of the key members of the Owner's Project Manager's team, including Subconsultants, and the continuity of key members participation in the services to be provided under this Contract. This Contract has been entered into on the representation of the Owner's Project Manager that the individuals, consultants, assignments and responsibilities will be maintained throughout the duration of this engagement. No substitution or replacement of individuals or change in the Subconsultants, listed in Attachment B, shall take place without the prior written approval of the Owner and the Authority, except when necessitated by causes beyond the Owner's Project Manager's control. If the Owner's Project Manager proposes to replace one of the key members of the Owner's Project Manager's team, the Owner's Project Manager shall propose a person or consultant with qualifications at least equal to the person or firm the Owner's Project Manager proposes to replace. The Owner and the Authority shall have the right to approve any substitution or replacement or change in status for the persons or Subconsultants listed in Attachment B and such approval shall not be unreasonably withheld. At the request of the Owner, the Owner's Project Manager shall consult with the Owner to resolve any situation in which the Owner determines that a member of the Owner's Project Manager's team is failing to perform services in an acceptable manner to the Owner. The Owner shall have the right to direct the removal of any such person or consultant. No act or omission of the Owner or the Authority made or permitted under this Section shall relieve the Owner's Project Manager of its responsibility for the performance of the services specified in this Contract.
- 4.6 The Owner's Project Manager shall employ at all times professional and support personnel with requisite expertise and adequate numbers to assure the complete, timely and high quality performance of the obligations of the Owner's Project Manager.
- 4.7 The Owner's Project Manager shall be and remain liable to the Owner for all damages incurred by the Owner as a result of the failure of the Owner's Project Manager to perform in conformance with the terms and conditions of this Contract.