

# **REQUEST FOR DESIGNER SERVICES (RFS)**

## **City of Somerville, MA Somerville Public Schools**

### **Somerville High School Project – RFS 15-106**

**May 20, 2015**

**Invitation:** The City of Somerville (“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 Somerville High School in Somerville, 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. Upon approval of a preferred alternative by the MSBA’s Board of Directors, and subject to the further approval of the Owner, the Owner may authorize the Designer to continue designer services through the Schematic Design Phase of the proposed Project. 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 \$100,000,000 to \$120,000,000 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:**

Somerville High School is a comprehensive academic and vocational four-year program for grades 9 through 12. The school provides special programs for special education students and for sheltered English learners. Vocational programs include Automotive Collision Repair and Refinishing, Automotive Technology, Carpentry, Cosmetology, Culinary Arts, Drafting, Early Education and Care, Electricity, Exploratory, Graphic Communications, Health Assisting, Machine Tool Technology, Marketing, Metal Fabrication, Painting and Design Technologies.

**Enrollment:** As part of the Feasibility Study, the District would like to consider housing the alternative Full Circle High School and the alternative Next Wave Junior High School at Somerville High School. As a result of a collaborative analysis, the District and the MSBA have agreed upon study enrollments as follows:

- 1,515 students – for grades 9-12 without inclusion of the Full Circle High School and the Next Wave Junior High School students.
- 1,565 students – for grades 9-12 including the Full Circle High School students.
- 1,590 students – for grades 9-12 including the Full Circle High School and the Next Wave Junior High School students.

**Site Information:** Somerville High School is located at 81 Highland Avenue. The High School is located on a five-sided lot (approximately 568,665 square-feet (SF)) bordered by streets on four sides and MBTA commuter rail tracks on the fifth. Somerville High School shares this lot with City Hall, the Main Library and a large open common area.

**Building History:** Originally constructed in 1872 as a 194,132 SF building. In 1930, approximately 94,132 SF was added. In 1985, a field house and vocational education shops and classrooms totaling 105,868 SF were added. Total building size is approximately 394,132 SF.

**Building Condition and Problems:** Somerville High School consists of structural masonry with metal framed windows. There are significant issues with the building envelope as described by a CDR Maguire assessment completed as part of an Exterior Envelope Study performed on April, 11, 2011. The total cost of repair at that time was estimated to be approximately \$9.5 million dollars. The majority of the roofs are .060" single ply EPDM with the remaining sections constructed using Sarnafil PVC. Approximately 80% of existing EPDM roofs have reached their life expectancy (most roofs were rehabilitated in 1986).

The heating plant currently consists of four (4) Cleaver Brooks fire tube boilers. Three of the boilers have a rating of 6 Mbtu's each. The summer boiler has a rating of 2Mbtu's. The original construction and the addition in 1930 consisted of a steam heating plant with steam traps. The 1985 addition utilizes steam generated by the Cleaver Brooks boiler plant converted to hot water through a heat exchanger. The 1985 addition hydronic heating system consists of H&V coils and minimal baseboard heat. There are no sources of fresh air to the classrooms other than windows. This is due to many of the louvers no longer working or having been covered over, removed and infilled with brick for various reasons. Air is exhausted through the undercut of each door, down the corridors to an exhaust fan located at the bathrooms. The system does have a DDC Honeywell system (approximately 15 years old). The electrical system consists of 120/208v 3-phase with a 2000A original service. The addition constructed in 1985 included a 4000A service. In 2002, another 800A service was added to support educational needs and computers. The heating plant also serves/provides steam for the adjacent Somerville City Hall building.

#### Problems Summary:

- The building's exterior wall assemblies have exceeded their life expectancy and are in need of repair as outlined in CDR Maguire's 2011 Exterior Envelope Study.
- A majority of the building's roofing has exceeded its life expectancy. The roof is prone to leaks resulting in disruption to day to day school operations.
- The existing building's core electrical and data systems are outdated and unable to adequately support the district's educational program.
- The steam heating system is antiquated and not efficient, traps have failed, and on numerous occasions you see windows open on cold days for ventilation.
- The four Cleaver Brooks fire tube boilers are nearing their life expectancy and should be replaced with more efficient boilers.
- The Honeywell DDC system is vintage and would benefit from an update to control more points. Motors should be changed to NEMA motors.
- The building does not have demand control ventilation for larger spaces such as the auditorium or the gym.
- The main electrical systems should be infrared scanned for potential issues. The motor controllers are antiquated and need to be replaced. Doors and hardware are antiquated.
- It is difficult to maintain consistent temperatures within educational spaces. The inability to provide consistent environmental comfort to students and staff affects the ability to fully utilize the existing program.
- Windows appear to be single pane and should be changed to a double thermos-pane window. Single pane windows are inadequate to keep heat in the classrooms.
- Door hardware does not meet federal and state accessibility requirements. Various doors throughout the school are in need of replacing.

#### **B. Project Goals and General Scope:**

On or about **April 8, 2013**, the Owner submitted a Statement of Interest (Attachment A) to the MSBA for the **Somerville 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. At the **November 19, 2014** Board of Directors meeting, the MSBA voted to issue an invitation to the Owner to conduct a feasibility study for this Statement of Interest to identify and study possible solutions and, through a collaborative process with the MSBA, reach a mutually-agreed upon solution. At the **April 6, 2015** MSBA OPM Review Panel Meeting, the MSBA reviewed the City's selection of PMA Consultants as the OPM for the proposed Somerville High School Project and subsequently issued an OPM Approval letter on **April 9, 2015**. 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 Somerville High 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:**

- As part of the Designer services and the feasibility study, the Design team will assist in consideration of:
  - Evaluation of a renovation of the existing school.
  - Evaluation of a renovation of and addition to the existing school.
  - Evaluation of new construction for the school in the City of Somerville.
  - Evaluation of new District Special Education department program
  - Evaluation of the needs of the Community Schools Program
  - Evaluation of the Parent Information Center's programming requirements
  - Evaluation of the Somerville Center for Adult Learning Experiences (SCALE) Program
  - Evaluation of Other Administrative Spaces
- An energy efficient and educationally sound project finished on or under budget and on or before the agreed upon schedule.
- Collaboration with School and Local Officials to safely operate school during all phases of the project.
- Identification of community concerns that may impact location and/or design considerations;
- Identification of specific milestone requirements and/or constraints of the District (ie City Approvals, Swing Space, Occupancy Issues)
- Life cycle costs of operating the School as it relates to future operational budgets;
- US Green Building Council's LEED for Schools ("USGBC LEED-S") or North East Collaborative for High Performance Schools ("NE-CHPS") Rating System.
- CM-at-Risk (Delivery Method) is being considered for this project.

The City of Somerville considers the following criteria relevant to the Project and requests that interested firms highlight their relevant experience for each of the following:

- Urban city project design experience
- Experience in evaluation of site alternatives and associated cost comparisons
- Designing integrated high school/vocational programs/projects
- Familiarity with Massachusetts Chapter 74 requirements
- Familiarity with MSBA 963 CMR 2.00: SCHOOL BUILDING GRANT PROGRAM
- Designing large projects of \$100,000,000+ - new or renovation
- Designing large scale addition/renovation projects
- Designing for complex multi-phased projects – including “early release” packages
- Designing for work around fully occupied facilities
- Designing into challenging sites – aggressive topography and small parcel constraints
- Working with historically important/significant structures (but not a registered historic building)
- Administration of projects utilizing MGL Chapter 149A delivery method (CM @ Risk )
- Sub-consultants' (mechanical, electrical, plumbing, fire protection ) familiarity and experience designing integrated high school/vocational programs/projects and familiarity with Massachusetts Chapter 74 requirements
- FFE sub-consultants' experience planning, purchasing and executing projects that include integrated vocational / Chapter 74 classrooms and shops.
- Designer's/educational planner's experience completing designs in accordance with 21st century learning and facilities guidelines.

**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/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.

#### **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 **22 months** as follows:

<b>Preliminary Program through Final Design Program</b>	<b><u>12</u></b>	months
<b>Schematic Design Phase</b>	<b><u>10</u></b>	months
<b>Design Development through 100% CD</b>	<b><u>10</u></b>	months
<b>Bidding</b>	<b><u>2</u></b>	months
<b>Construction Administration Phase</b>	<b><u>36</u></b>	months
<b>Estimated Total Duration (Exclusive of Completion Phase)</b>	<b><u>70</u></b>	months

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><b>Within/Weeks</b></u>	
• <b>Attend a "Kick-Off" meeting</b>	<u>2</u>	Execution of a contract with the Owner
• <b>Preliminary Program</b>	<u>10</u>	Execution of a contract with the Owner
• <b>Development of Alternatives</b>	<u>18</u>	Execution of a contract with the Owner
• <b>Preliminary Evaluation of Alternatives</b>	<u>8</u>	Approval of Alternatives
• <b>Final Evaluation of Alternatives</b>	<u>8</u>	Approval of Preliminary Evaluation
• <b>Recommendation of Preferred Solution</b>	<u>8</u>	Approval of Final Evaluation
• <b>Final Design Program</b>	<u>10</u>	Approval of Preferred Solution
• <b>Schematic Design</b>	<u>42</u>	Approval of the Final Design Program
• <b>Design Development</b>	<u>16</u>	Approval of the Schematic Design
• <b>60% Construction Documents</b>	<u>14</u>	Approval of Design Development
• <b>100% Construction Documents</b>	<u>12</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. *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*
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*
25. *Educational Programming Consultant*
26. *Historic Preservation Consultant*

*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.*

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, 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 May 2014)” 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 compact disks) must be received on or before 12:00PM, June 10, 2015.** 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 should 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:

Angela M. Allen, Director of Purchasing  
Purchasing Department  
Somerville City Hall  
93 Highland Avenue  
Somerville, MA 02143  
(617) 625-6600 extension 3400  
AMAllen@SomervilleMA.gov

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

***SOMERVILLE HIGH SCHOOL PROJECT***  
"Name of Applicant"

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

Angela M. Allen, Director of Purchasing  
Purchasing Department  
Somerville City Hall  
93 Highland Avenue  
Somerville, MA 02143  
(617) 625-6600 ext. 3400  
AMAllen@SomervilleMA.gov

**THE DEADLINE FOR SUBMISSION OF QUESTIONS IS 5:00PM JUNE 3, 2015.**

## **H. Pre-Proposal Meeting**

All interested parties should attend a briefing session at Somerville High School scheduled for **May 27, 2015 at 3:00 PM.**

## **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.

## **M. Additional Information**

Please refer to the CDR Maguire Exterior Envelope study included within this RFS as Attachment F.

### **ATTACHMENTS:**

Attachment A: Statement of Interest

Attachment B: Contract for Designer Services - Base Contract for Design Bid Build or CM-at-Risk Project  
([http://www.massschoolbuildings.org/sites/default/files/edit-contentfile/Guidelines\\_Forms/Contracts\\_Forms/Base%20Contract%20v\\_02\\_25.pdf](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](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](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 May 2014)  
(<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

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

Attachment F: CDR Maguire Exterior Envelope Study

**End of Request for Designer Services**

# ATTACHMENT A

April 2013 Statement of Interest



## Massachusetts School Building Authority

### Next Steps to Finalize Submission of your FY 2013 Statement of Interest

Thank you for submitting your FY 2013 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 that have reported closed school information 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 Brian McLaughlin at 617-720-4466 or [Brian.McLaughlin@massschoolbuildings.org](mailto:Brian.McLaughlin@massschoolbuildings.org).

## Massachusetts School Building Authority

---

School District    Somerville

District Contact   Skip Bandini TEL: (617) 625-6600

Name of School    Somerville High

Submission Date   4/8/2013

---

### 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.

Chief Executive Officer *	School Committee Chair	Superintendent of Schools
_____	_____	_____
(print name)	(print name)	(print name)
_____	_____	_____
(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.

## Massachusetts School Building Authority

---

School District    Somerville

District Contact   Skip Bandini TEL: (617) 625-6600

Name of School    Somerville High

Submission Date   4/8/2013

---

### Note

Mr.Skip Bandini  
1 Franey Road someville, MA 02145  
(617) 625-6600

Somerville is spelt incorrectly

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

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

### SOI Vote Requirement

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

**Potential Project Scope:**      Potential New School

**Is this SOI the District Priority SOI?**      YES

**School name of the District Priority SOI:**      2013 Somerville High

**District Goal for School: Please explain the educational goals of any potential project at this school**

To provide a modern facility for a comprehensive academic and vocational 4 year high school program. Somerville High School was originally constructed in 1872, with additions in 1930 and in 1985. Replacement or renovation to the existing building is needed in order to provide a full range of programs consistent with state and approved local authorities. Modernization of the heating and HVAC systems; improved energy efficiency; updated electrical and communication systems; and update of the science labs are goals of this project. Vocational programs located in the building include Automotive Technology, Carpentry, Cosmetology, Culinary Arts, Drafting, Early Education and Care, Electricity, Graphic Communications, Health Assisting, Dental Hygienic, Machine Tool Technology, Marketing, Metal Fabrication and Painting and Design Technology. Special programs at the school include Special Education and English Language Learners.

**District's Proposed Schedule: What is the District's proposed schedule to achieve the goal(s) stated above?**

The Mayor of Somerville has formed a Somerville High School Task Force which will begin meeting the month of March, 2013.

**Is this part of a larger facilities plan?**      NO

**If "YES", please provide the following:**

**Facilities Plan Date:**

**Planning Firm:**

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

**Please provide the current student to teacher ratios at the school facility that is the subject of this SOI: 9 students per teacher**

**Please provide the originally planned student to teacher ratios at the school facility that is the subject of this SOI: 25 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.**

NESDEC analyzed demographic data and PK-12 enrollment trends and projected an increase of 481 students over the next decade. Along with demographic data, NESDEC completed an analysis of present and planned school programs and the facilities needed to provide these programs. The plan presents 3 options for reconfiguration of 8 school buildings. New England School Development Council, June 2012

**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.**

Budget development occurs between December and May each year. A public hearing is held by the School Committee in May. On May 30, 2012, the School Committee voted to approve the Superintendent's FY13 budget after the public hearing. The Approved School Committee budget was presented and voted by Board of Alderman at a public meeting on June 12, 2012. The last budget reduction was in 2009, when the FY2010 budget was reduced by \$1,081,666 or 2.2% from the prior year budget. while no programs were cut, approximately 25 positions were eliminated mainly in the area of support staff.



## 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).

Somerville High School is located at 81 Highland Avenue. Originally constructed of 194,132sf in 1872, the building is located on a five-sided lot of 568, 665 sf bordered by paved streets on four sides and MBTA commuter rail tracks on the fourth. Somerville High School shares this lot with City Hall, the Main Library and a large open commons area. In 1930, a 94,132 sf addition was constructed. Lastly, a field house and vocational education shops and classrooms totaling 105,868 sf was added in 1985.

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

394132

**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 building is located on a five-sided lot 568,665 sf bordered by paved streets on four side and MBTA commuter rail tracks on the fourth. Somerville High School shares this lot with City Hall, the Main Library and a large open commons areas.

**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)

81 Highland Ave, Somerville Ma

**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).

Somerville High School consists of structural masonry with metal framed windows. There is significant issues with the building envelop as described by the MaGuire Group in their Exterior Envelope Study performed April, 11, 2011. The total cost of repair at that time was \$9.5M. The majority of the roofs are .060" single ply EPDM, others are Sarnafil PVC. The EPDM roofs have reached their life expectancy since most roofs date from 1986.

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

**Year of Last Major Repair or Replacement: 0**

**Description of Last Major Repair or Replacement:**

**Has there been a Major Repair or Replacement of the ROOF? YES**

**Year of Last Major Repair or Replacement: 2012**

**Type Of ROOF: PVC**

**Description of Last Major Repair or Replacement:**

Due to Hurrican Sandy the roof at the Auditorium was comprimised and was replaced with a Sarnafil PVC roof.

**Has there been a Major Repair or Replacement of the WINDOWS? YES**

**Year of Last Major Repair or Replacement: 1977**

**Type Of WINDOWS: Aluminum Double Glazed**

**Description of Last Major Repair or Replacement:**

Replacement of frames and glazing

**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).**

Presently the heating plant consists of (4) Cleaver Brooks fire tube boilers with three of them having a rating of 6M b.t.u.'s each and a summer boiler of 2M b.t.u.'s. The original construction and the addition in 1930 consists of a steam heating plant with steam traps. The addition in 1985 is steam converted from the Cleaver Brooks boilers to hot water through a heat exchanger. The 1985 addition consists of H&V coils and minimal baseboard heat. Other than windows there are no sources of fresh air to the classrooms. This is due to many of the louvers no longer work or have been covered over, removed and infilled with brick for various reasons. Also air is exhausted throw the undercut of door, down the corridor to an exhaust fan at the bathrooms. The system does have a DDC Honeywell system roughly 15 years old. The electrical system consists of 120/208v 3 phase with a 2000A original service, with the addition in 1985 a 4000A service was added and in 2002 another 800 A service was added to support educational needs and computers.

**Has there been a Major Repair or Replacement of the BOILERS? YES****Year of Last Major Repair or Replacement: 1984****Description of Last Major Repair or Replacement:**

My sense is steam boilers were replaced with the 4 Cleaver Brooks fire tube boilers now in place.

**Has there been a Major Repair or Replacement of the HVAC SYSTEM ? NO****Year of Last Major Repair or Replacement: 0****Description of Last Major Repair or Replacement:****Has there been a Major Repair or Replacement of the ELECTRICAL SERVICES AND DISTRIBUTION SYSTEM? NO****Year of Last Major Repair or Replacement: 0****Description of Last Major Repair or Replacement:****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).**

Walls are painted horse hair gypsum and have certainly past its life expectancy. The building consists of 4 floors and the flooring is a mixture of V.C.T., V.A.T.?, terrazzo, carpet and in 2011 the entire second floor was replaced with 2x2 rubber flooring. Lighting has been upgraded to T-8, but not sure if upgraded to Super T-8's.

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

Somerville High School is a comprehensive, academic and vocational, 4 year program for grades 9 through 12. The school provides special programs for special education students and for sheltered English learners. Vocational programs include Automotive Collision Repair and Refinishing, Automotive Technology, Carpentry, Cosmetology, Culinary Arts, Drafting, Early Education and Care, Electricity, Exploratory, Graphic Communications, Health Assisting, Machine Tool Technology, Marketing, Metal Fabrication, Painting and Design Technologies

**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, and a description of the media center/library (maximum of 5000 characters).**

The first floor of the high school includes the following: 24 classrooms, cafeteria and kitchen, field house including girl's and boy's locker rooms and fitness room, Culinary arts café and classroom, cosmology room, auditorium and stage, and large atrium area. The second floor includes: 26 classrooms, guidance suite, main office and principal's conference room, library, computer repair and electrical shops, graphic communications shop and painting and decorating classroom. Both the third floor and the fourth floors have 36 classrooms. Shop areas for Auto Body, Auto Repair, Carpentry, Metal Fab and Machine Shop are located in the basement of the building. There are 9 science labs; 7 were last renovated in 1986, and 2 were renovated in early 1970. The science department also has 1 dedicated computer lab with 12 computers.

**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).

All classrooms in the building are fully occupied.

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

The facility is maintained by the Department of Public Works. Scheduled maintenance of the HVAC system is by outside contracted vendor (Honeywell Systems). All other systems receive annual in-house maintenance during summer months when the facility is less active. Unscheduled maintenance is initiated by reports from school or custodial staff to a computerized work order system. Capital improvements such as the aforementioned roof and HVAC renovations are conducted as part of a continually evolving five-year Capital Improvements Plan. All projects are subject to funding availability. No previous work has required overrides or debt exclusion.

## 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.***

---

The steam heating system is antiquated and not efficient, traps have failed and on numerous occasions you see windows opened on frigid days.

The four Cleaver Brooks fire tube boilers are nearing their life expectancy and should be replaced with more efficient condensing boilers.

The Honeywell DDC system is vintage and could use an update to control more points. Motors should be changed to NEMA motors.

The building does not have demand control ventilation for larger spaces such as the auditorium or the gym.

The main electrical systems should be infrared scanned for potential issues. The motor controllers are antiquated and need to be replaced.

Doors and hardware are antiquated.

**Priority 5**

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

---

The district has participated in an ESCO with Honeywell to identify and correct some energy efficiency concerns.

As repairs are needed the maintenance staff addresses and performs corrective maintenance as needed. Regarding major renovations of building systems, the need for subsidiary funding is quite evident and we are looking forward to be selected by MSBA as a candidate for selection to resolve these issues.

**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.***

---

It is difficult to maintain consistent temperatures within educational spaces. The inability to provide consistent environmental comfort to students and staff affects the ability to fully utilize the existing program.  
In addition, this situation can lead to health, safety and morale issues.

Windows appear to be single pane and should be changes to a double thermo pane window.  
Single pane windows are inadequate to keep heat in the classrooms. The educational impact on student learning is a concern for the educators.

Door hardware does not meet A.D.A. requirements. Various doors throughout the school are in need of replacing.

**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.***

This is a significant question that can only be answered once the systems in place are analyzed by engineering and architectural professionals.

**Please also provide the following:**

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

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

**The date of the inspection::**

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

N/A



## Priority 7

***Question 1: Please provide a detailed description of the programs not currently available due to facility constraints, the state or local requirement for such programs, and the facility limitations precluding the programs from being offered.***

---

While Somerville High School provides all required state and local programming, facility issues preclude expansion of the following programs from taking place in the building

In-district Special education programs: Major room renovation is required to accommodate special education requirements for handicapped students. There is no Physical Therapy/Occupational Therapy area. Changing areas and showers must be created. Poor climate control make building less than ideal for physically involved students.

CVTE programs:

Barbering program cannot be offered due to inadequate plumbing; facilities to offer HVAC program do not exist; current auto repair program cannot perform open fuel work due to poor ventilation; growth in certain programs is limited due to space constraints. Poor ventilation and lack of climate control create less than ideal environment.

Music, Art, Dance and Physical Education programs: Single large ensemble room is currently too small, limiting growth of program, and the room has no secure storage. This is no designated dance, drama or classroom performance space; or no adaptive physical education space.

Laboratory Sciences: Lab classrooms are limited to 24 students. Only 6 out of 12 classrooms are fully equipped. Safety concerns include lack of working gas pipes, no doors between classrooms, lack of spill wall, inadequate drains and safety showers.

Lack of climate control in most areas of the building severely limits use of the building during summer months. The Somerville High School summer school program has been held at an alternative site.

**Priority 7**

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

---

Of immediate concern is the damage to the facility from Hurricane Sandy. The auditorium is totally off-line and cannot be used. All programs and activities have been moved off-site. The kitchen and cafeteria were also heavily damaged. Short term fixes were made in the cafeteria, modifying the existing space to allow for meal service. Given the modifications to serving lines, students can now get behind the serving lines, creating a safety hazard. The seating is in three separate areas which is not optimal for supervision.

We are evaluating the renovation of a classroom to accommodate a new special education classroom. This would allow students who currently attend school in-district transition to Somerville High School. Currently these students need to be placed in out-of-district settings.

The Somerville High School Building Taskforce is a city/school collaboration created to examine both short-term and long-term solutions to the facility issues at the high school.

**Priority 7**

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

---

The problems identified above, in addition to limiting program expansion, also prevent the district from delivering educational programs in the safest and most efficient manner. Environmental issues include safety and security concerns, poor lighting, ventilation and climate control. A recent report on the building envelope detail water penetration through walls and ceilings.

## Vote

---

Vote of Municipal Governing Body   YES: 11   NO: 0   Date: 3/14/2013

Vote of School Committee   YES: 9   NO: 0   Date: 3/11/2013

Vote of Regional School Committee   YES:   NO:   Date:

## REQUIRED FORM OF VOTE TO SUBMIT AN SOI

### REQUIRED VOTES

If 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 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 \_\_\_\_\_, 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**\_\_\_\_\_  
(print name)\_\_\_\_\_  
(print name)\_\_\_\_\_  
(print name)\_\_\_\_\_  
(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.

# 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 \_\_\_\_\_

## TABLE OF CONTENTS

<b>PROJECT DESCRIPTION, FEE AND SIGNATURES .....</b>	
<b>ARTICLE 1    DEFINITIONS .....</b>	
<b>ARTICLE 2    RELATIONSHIP OF THE PARTIES.....</b>	
<b>ARTICLE 3    RESPONSIBILITIES OF THE OWNER.....</b>	
<b>ARTICLE 4    RESPONSIBILITIES OF THE DESIGNER.....</b>	
<b>ARTICLE 5    SUB-CONSULTANTS .....</b>	
<b>ARTICLE 6    COMPENSATION .....</b>	
<b>ARTICLE 7    BASIC SERVICES.....</b>	
<b>ARTICLE 8    EXTRA SERVICES .....</b>	
<b>ARTICLE 9    REIMBURSABLE EXPENSES .....</b>	
<b>ARTICLE 10    COMPENSATION AND RESPONSIBILITY FOR CHANGE ORDERS</b>	
<b>ARTICLE 11    RELEASE AND DISCHARGE .....</b>	
<b>ARTICLE 12    ASSIGNMENT, SUSPENSION, TERMINATION, NO AWARD .....</b>	
<b>ARTICLE 13    NOTICES .....</b>	
<b>ARTICLE 14    INDEMNIFICATION .....</b>	
<b>ARTICLE 15    INSURANCE .....</b>	
<b>ARTICLE 16    OWNERSHIP OF DOCUMENTS.....</b>	
<b>ARTICLE 17    STATUTORY REQUIREMENTS.....</b>	
<b>ARTICLE 18    MISCELLANEOUS .....</b>	
<b>ATTACHMENT A    PAYMENT SCHEDULE</b>	
<b>ATTACHMENT B    REQUEST FOR DESIGNER SERVICES (RFS)</b>	
<b>ATTACHMENT C    M/WBE PARTICIPATION SCHEDULE</b>	
<b>ATTACHMENT D    LETTER OF INTERNAL CONTROL (DESIGNER)</b>	
<b>ATTACHMENT E    LETTER FROM CPA ON INTERNAL CONTROLS</b>	
<b>ATTACHMENT F    FORM OF DESIGNER CONTRACT AMENDMENT</b>	

## **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.)*

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

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.

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

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

<p><b>MGL c.30 §39R – INTERNAL ACCOUNTING CONTROLS APPLIES TO CONTRACTS OF \$100,000 OR MORE SAMPLE LETTER TO BE PREPARED ON CPA’S LETTERHEAD</b></p>
---

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:

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

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 \_\_\_\_\_

# ATTACHMENT C

Standard Designer Application Form



<b>Commonwealth of Massachusetts</b>  <b>Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated May 2014)</b>	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:		3e. Name Of Proposed Project Manager:  For Study: (if applicable) For Design: (if applicable)																																																																																																		
3b. Date Present and Predecessor Firms Were Established:		3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:																																																																																																		
3c. Federal ID #:		3g. Name and Address Of Parent Company, If Any:																																																																																																		
3d. Name and Title Of Principal-In-Charge Of The Project (MA Registration Required):   Email Address: _____ Telephone No: _____ Fax No.: _____		3h. Check Below If Your Firm Is Either: (1) SDO Certified Minority Business Enterprise (MBE) <input type="checkbox"/> (2) SDO Certified Woman Business Enterprise (WBE) <input type="checkbox"/> (3) SDO Certified Minority Woman Business Enterprise (M/WBE) <input type="checkbox"/>																																																																																																		
4. <b>Personnel From Prime Firm Included In Question #3a Above</b> 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: none;"> <tr> <td style="width: 20%;">Admin. Personnel</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">( _____ )</td> <td style="width: 20%;">Ecologists</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">( _____ )</td> <td style="width: 20%;">Licensed Site Profs.</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">( _____ )</td> <td style="width: 10%;">Other</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">( _____ )</td> </tr> <tr> <td>Architects</td> <td>_____</td> <td>( _____ )</td> <td>Electrical Engrs.</td> <td>_____</td> <td>( _____ )</td> <td>Mechanical Engrs.</td> <td>_____</td> <td>( _____ )</td> <td>_____</td> <td>_____</td> <td>( _____ )</td> </tr> <tr> <td>Acoustical Engrs.</td> <td>_____</td> <td>( _____ )</td> <td>Environmental Engrs.</td> <td>_____</td> <td>( _____ )</td> <td>Planners: Urban./Reg.</td> <td>_____</td> <td>( _____ )</td> <td>_____</td> <td>_____</td> <td>( _____ )</td> </tr> <tr> <td>Civil Engrs.</td> <td>_____</td> <td>( _____ )</td> <td>Fire Protection Engrs.</td> <td>_____</td> <td>( _____ )</td> <td>Specification Writers</td> <td>_____</td> <td>( _____ )</td> <td>_____</td> <td>_____</td> <td>( _____ )</td> </tr> <tr> <td>Code Specialists</td> <td>_____</td> <td>( _____ )</td> <td>Geotech. Engrs.</td> <td>_____</td> <td>( _____ )</td> <td>Structural Engrs.</td> <td>_____</td> <td>( _____ )</td> <td>_____</td> <td>_____</td> <td>( _____ )</td> </tr> <tr> <td>Construction Inspectors</td> <td>_____</td> <td>( _____ )</td> <td>Industrial Hygienists</td> <td>_____</td> <td>( _____ )</td> <td>Surveyors</td> <td>_____</td> <td>( _____ )</td> <td>_____</td> <td>_____</td> <td>( _____ )</td> </tr> <tr> <td>Cost Estimators</td> <td>_____</td> <td>( _____ )</td> <td>Interior Designers</td> <td>_____</td> <td>( _____ )</td> <td></td> <td>_____</td> <td>( _____ )</td> <td>_____</td> <td>_____</td> <td>( _____ )</td> </tr> <tr> <td>Drafters</td> <td>_____</td> <td>( _____ )</td> <td>Landscape Architects</td> <td>_____</td> <td>( _____ )</td> <td></td> <td>_____</td> <td>( _____ )</td> <td>Total</td> <td>_____</td> <td>( _____ )</td> </tr> </table>					Admin. Personnel	_____	( _____ )	Ecologists	_____	( _____ )	Licensed Site Profs.	_____	( _____ )	Other	_____	( _____ )	Architects	_____	( _____ )	Electrical Engrs.	_____	( _____ )	Mechanical Engrs.	_____	( _____ )	_____	_____	( _____ )	Acoustical Engrs.	_____	( _____ )	Environmental Engrs.	_____	( _____ )	Planners: Urban./Reg.	_____	( _____ )	_____	_____	( _____ )	Civil Engrs.	_____	( _____ )	Fire Protection Engrs.	_____	( _____ )	Specification Writers	_____	( _____ )	_____	_____	( _____ )	Code Specialists	_____	( _____ )	Geotech. Engrs.	_____	( _____ )	Structural Engrs.	_____	( _____ )	_____	_____	( _____ )	Construction Inspectors	_____	( _____ )	Industrial Hygienists	_____	( _____ )	Surveyors	_____	( _____ )	_____	_____	( _____ )	Cost Estimators	_____	( _____ )	Interior Designers	_____	( _____ )		_____	( _____ )	_____	_____	( _____ )	Drafters	_____	( _____ )	Landscape Architects	_____	( _____ )		_____	( _____ )	Total	_____	( _____ )
Admin. Personnel	_____	( _____ )	Ecologists	_____	( _____ )	Licensed Site Profs.	_____	( _____ )	Other	_____	( _____ )																																																																																									
Architects	_____	( _____ )	Electrical Engrs.	_____	( _____ )	Mechanical Engrs.	_____	( _____ )	_____	_____	( _____ )																																																																																									
Acoustical Engrs.	_____	( _____ )	Environmental Engrs.	_____	( _____ )	Planners: Urban./Reg.	_____	( _____ )	_____	_____	( _____ )																																																																																									
Civil Engrs.	_____	( _____ )	Fire Protection Engrs.	_____	( _____ )	Specification Writers	_____	( _____ )	_____	_____	( _____ )																																																																																									
Code Specialists	_____	( _____ )	Geotech. Engrs.	_____	( _____ )	Structural Engrs.	_____	( _____ )	_____	_____	( _____ )																																																																																									
Construction Inspectors	_____	( _____ )	Industrial Hygienists	_____	( _____ )	Surveyors	_____	( _____ )	_____	_____	( _____ )																																																																																									
Cost Estimators	_____	( _____ )	Interior Designers	_____	( _____ )		_____	( _____ )	_____	_____	( _____ )																																																																																									
Drafters	_____	( _____ )	Landscape Architects	_____	( _____ )		_____	( _____ )	Total	_____	( _____ )																																																																																									
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:

```
graph TD; A[CITY/TOWN / AGENCY] --> B[Prime Consultant  
Principal-In-Charge]; A -.-> C[Project Manager for Study]; A -.-> D[Project Manager for Design]; B --> E1[Discipline  
(from advertisement)  
Name Of Firm  
Person In Charge Of Discipline  
Mass. Registr. #  
MBE/WBE Certified (If Applicable)]; B --> E2[Discipline  
(from advertisement)  
Name Of Firm  
Person In Charge Of Discipline  
Mass. Registr. #  
MBE/WBE Certified (If Applicable)]; B --> E3[Discipline  
(from advertisement)  
Name Of Firm  
Person In Charge Of Discipline  
Mass. Registr. #  
MBE/WBE Certified (If Applicable)]; B --> E4[Discipline  
(from advertisement)  
Name Of Firm  
Person In Charge Of Discipline  
Mass. Registr. #  
MBE/WBE Certified (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**  
(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)

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: MBE <input type="checkbox"/> WBE <input type="checkbox"/>	c. Name and Address Of Office In Which Individual Identified In 7a Resides: MBE <input type="checkbox"/> WBE <input type="checkbox"/>
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 <b><u>ONLY</u></b> Work Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (List Up To But Not More Than 5 Projects).					
a. Project Name And Location Principal-In-Charge	b. Brief Description Of Project And Services (Include Reference To Relevant Experience)	c. Client's Name, Address And Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

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

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.					
# of Total Projects:		# of Active Projects:	Total Construction Cost (In Thousands) of Active Projects (excluding studies):		
Role P, C, JV *	Phases St., Sch., D.D., C.D., A.C.*	Project Name, Location and Principal-In-Charge	Awarding Authority (Include Contact Name and Phone Number)	Construction Costs (In Thousands) (Actual, Or Estimated If Not	Completion Date (Actual or Estimated) (R)Renovation or (N)New
		1.			
		2.			
		3.			
		4.			
		5.			
		6.			
		7.			
		8.			
		9.			
		10.			
		11.			
		12.			

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

10.	Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 ½" X 11" Supplementary Sheets Will Be Accepted. <b><u>APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.</u></b>																																
<b>Be Specific – No Boiler Plate</b>																																	
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																												
Name of Company	Aggregate Amount	Policy Number	Expiration Date																														
12.	Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of \$50,000 per incident? Answer <b>YES</b> or <b>NO</b> . 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.			
Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline																										
a.				d.																													
b.				e.																													
c.				f.																													
14.	If Corporation, Provide Names Of All Members Of The Board Of Directors: <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.			
Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline																										
a.				d.																													
b.				e.																													
c.				f.																													
15.	Names Of All Owners (Stocks Or Other Ownership): <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.			
Name And Title	% Ownership	MA. Reg.#	Status/Discipline	Name And Title	% Ownership	MA. Reg.#	Status/Discipline																										
a.				d.																													
b.				e.																													
c.				f.																													
16.	I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7C, Section 44 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.  <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

### Certifications/Additional Docs Required:

1. Statement of Management
2. Certificate of Authority
3. Certificate of Good Standing
4. Insurance Requirements
5. Living Wage Ordinance
6. Non-Collusion and Tax Compliance Form
7. Reference Form
8. Inspector General Training Certification



**STATEMENT OF MANAGEMENT**  
**For Contracts over \$100,000**

In accordance with M.G.L. Chapter 30, Section 39R, the undersigned successful bidder states that its system of internal accounting controls and that of its subsidiaries reasonably assure (1) that transactions are executed in accordance with management's general and specific authorization; (2) that 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) that access to assets is permitted only in accordance with management's general or specific authorization, and (4) that the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ , \_\_\_\_\_

On behalf of \_\_\_\_\_  
(Name of Successful Bidder)

\_\_\_\_\_  
(Address and telephone of Successful Bidder)

\_\_\_\_\_  
(Name and title of person signing statement)

By: \_\_\_\_\_  
(Signature)

**CERTIFIED PUBLIC ACCOUNTANT STATEMENT**

In accordance with M.G.L. 30, Section 39R I, \_\_\_\_\_  
a certified public accountant, state that I have examined the above Statement of Management on internal accounting controls, and that in my opinion (1) the representations of management are consistent with the result of management's evaluation of the system of internal accounting controls; and (2) that such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the above referenced successful bidder's financial statements.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
\_\_\_\_\_  
(Business name, address and telephone number)



## **Certificate of Authority (Corporations Only)**

**Instructions:** Complete this form and sign and date where indicated below.

1. I hereby certify that I, the undersigned, am the duly elected Clerk/Secretary of

\_\_\_\_\_  
**(Insert Full Name of Corporation)**

2. I hereby certify that the following individual \_\_\_\_\_  
**(Insert the Name of Officer who Signed the Contract and Bonds)**

is the duly elected \_\_\_\_\_ of said Corporation.  
**(Insert the Title of the Officer in Line 2)**

3. I hereby certify that on \_\_\_\_\_  
**(Insert Date: Must be on or before Date Officer Signed Contract/Bonds)**

at a duly authorized meeting of the Board of Directors of said corporation, at which a quorum was present, it was voted that

\_\_\_\_\_  
**(Insert Name of Officer from Line 2) (Insert Title of Officer from Line 2)**

of this corporation be and hereby is authorized to make, enter into, execute, and deliver contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

4. **ATTEST:**

**Signature:** \_\_\_\_\_  
**(Clerk or Secretary)**

**AFFIX CORPORATE SEAL HERE**

**Printed Name:** \_\_\_\_\_

**Printed Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_  
**(Date Must Be on or after Date Officer Signed Contract/Bonds)**



**Certificate of Authority  
(Limited Liability Companies Only)**

**Instructions:** Complete this form and sign and date where indicated below.

1. I, the undersigned, being a member or manager of

\_\_\_\_\_,  
(Complete Name of Limited Liability Company)

a limited liability company (LLC) hereby certify as to the contents of this form for the purpose of contracting with the City of Somerville.

2. The LLC is organized under the laws of the state of: \_\_\_\_\_.

3. The LLC is managed by (**check one**) a     Manager or by its     Members.

4. I hereby certify that each of the following individual(s) is:

- a member/manager of the LLC;
- duly authorized to execute and deliver this contract, agreement, and/or other legally binding documents relating to any contract and/or agreement on behalf of the LLC;
- duly authorized to do and perform all acts and things necessary or appropriate to carry out the terms of this contract or agreement on behalf of the LLC; and
- that no resolution, vote, or other document or action is necessary to establish such authority.

<u>Name</u>	<u>Title</u>

5. **Signature:**\_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Printed Title:**\_\_\_\_\_

**Date:** \_\_\_\_\_

## **CERTIFICATE OF GOOD STANDING**

TO: Vendor

FROM: Purchasing Department

RE: **CERTIFICATE OF GOOD STANDING**

The **Awarded Vendor** must comply with our request for a **CURRENT “Certificate of Good Standing”**.

If you require information on how to obtain the “Certificate of Good Standing” or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the Secretary of State’s Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17<sup>th</sup> Floor, Boston, MA 02133 or you may access their web site at: [www.sec.state.ma.us/corp/certificates/certificate\\_request.asp](http://www.sec.state.ma.us/corp/certificates/certificate_request.asp)

If your company is incorporated outside of Massachusetts and therefore is a “foreign corporation”, but is registered to do business in Massachusetts, please comply with our request for the Certificate of Registration from the Commonwealth of Massachusetts. If your company is a foreign corporation, but is not registered to do business in Massachusetts, please provide the Certificate of Good Standing from your state of incorporation.

Please note that without the above certificate (s), the City of Somerville cannot execute your contract.

### **IMPORTANT NOTICE**

Requests for Certificates of Good Standing by mail may take a substantial amount of time. A certificate may be obtained immediately in person at the Secretary’s Office at the address above. Also, at this time, the Secretary of State’s Office may not have your current annual report recorded. If this is the case, and you are therefore unable to obtain the Certificate of Good Standing, please forward a copy of your annual report filing fee check with your signed contracts. Please forward your original Certificate of Good Standing to the Purchasing Department upon receipt.

Thank You,

Purchasing Director

## INSURANCE SPECIFICATIONS

### INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the contractor shall furnish to the Office of the Purchasing Director a Certificate of Insurance evidencing the following:

#### A. GENERAL LIABILITY - Comprehensive Form

Bodily Injury Liability.....\$ One Million

Property Damage Liability.....\$ One Million

#### B. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFIT PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN THE AMOUNT AS LISTED BELOW:

WORKER'S COMPENSATION.....\$ Statutory

EMPLOYERS' LIABILITY.....\$ Statutory

#### C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ STATUTORY

1. A contract will not be executed unless a certificate (s) of insurance evidencing above-described coverage is attached.
2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.
3. All applicable insurance policies shall read:  
**"CITY OF SOMERVILLE" as a certificate holder and as an additional insured** for general liability only along with a description of operation in the space provided on the certificate.

#### Certificate Should Be Made Out To:

**City Of Somerville  
Purchasing Department  
93 Highland Avenue  
Somerville, Ma. 02143**

**Note: If your insurance expires during the life of this contract, you shall be responsible to submit a new certificate(s) covering the period of the contract. No payment will be made on a contract with an expired insurance certificate.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	INSURER B :	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

DESCRIPTION OF PROJECT, SOLICITATION NUMBER AND THAT THE CITY OF SOMERVILLE IS A CERTIFICATE HOLDER AND ADDITIONAL INSURED

**CERTIFICATE HOLDER****CANCELLATION**

CERTIFICATES SHOULD BE MADE OUT TO:

CITY OF SOMERVILLE  
PURCHASING DEPARTMENT  
93 HIGHLAND AVE  
SOMERVILLE, MA 02143

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**INSURANCE SPECIFICATIONS**  
**INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:**

Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the contractor shall furnish to the Office of the Purchasing Director a Certificate of Insurance evidencing the following:

A. PROFESSIONAL LIABILITY.....\$ 500,000.00

B. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION  
BENEFITS PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS  
GENERAL LAWS IN THE AMOUNT AS LISTED BELOW:

WORKER'S COMPENSATION.....\$ Statutory

EMPLOYERS' LIABILITY.....\$ Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ STATUTORY

1. A contract will not be executed unless a certificate (s) of insurance evidencing above-described coverage is attached.
2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.
3. All applicable insurance policies shall read:  
**"CITY OF SOMERVILLE" as a certificate holder and as an additional insured** for general liability only along with a description of operation in the space provided on the certificate.
4. Please comply with our requirement of a **thirty (30) day** notice of cancellation and note on certificate.

**CERTIFICATE SHOULD BE MADE OUT TO:**

**City of Somerville  
Purchasing Department  
93 Highland Avenue  
Somerville, MA 02143**

**NOTE: If during the life of this contract, your insurance expires; you shall be responsible to submit a new certificate(s) covering the period of the contract. No Payment shall be made on a contract with an expired insurance certificate.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	INSURER B :	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

DESCRIPTION OF PROJECT, SOLICITATION NUMBER AND THAT THE CITY OF SOMERVILLE IS A CERTIFICATE HOLDER AND ADDITIONAL INSURED

**CERTIFICATE HOLDER****CANCELLATION**

CERTIFICATES SHOULD BE MADE OUT TO:

CITY OF SOMERVILLE  
PURCHASING DEPARTMENT  
93 HIGHLAND AVE  
SOMERVILLE, MA 02143

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	INSURER B :	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

DESCRIPTION OF PROJECT, SOLICITATION NUMBER AND THAT THE CITY OF SOMERVILLE IS A CERTIFICATE HOLDER AND ADDITIONAL INSURED

**CERTIFICATE HOLDER****CANCELLATION**

CERTIFICATES SHOULD BE MADE OUT TO:

CITY OF SOMERVILLE  
PURCHASING DEPARTMENT  
93 HIGHLAND AVE  
SOMERVILLE, MA 02143

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**SOMERVILLE LIVING WAGE ORDINANCE CERTIFICATION FORM**  
**CITY OF SOMERVILLE CODE OF ORDINANCES SECTION 2-397 et seq.\***

**Instructions:** This form shall be included in all Invitations for Bids and Requests for Proposals which involve the furnishing of labor, time or effort (with no end product other than reports) by vendors contracting or subcontracting with the City of Somerville, where the contract price meets or exceeds the following dollar threshold: \$10,000. If the undersigned is selected, this form will be attached to the contract or subcontract and the certifications made herein shall be incorporated as part of such contract or subcontract. **Complete this form and sign and date where indicated below on page 2.**

**Purpose:** The purpose of this form is to ensure that such vendors pay a “Living Wage” (defined below) to all covered employees (i.e., all employees except individuals in a city, state or federally funded youth program). In the case of bids, the City will award the contract to the lowest responsive and responsible bidder paying a Living Wage. In the case of RFP’s, the City will select the most advantageous proposal from a responsive and responsible offeror paying a Living Wage. In neither case, however, shall the City be under any obligation to select a bid or proposal that exceeds the funds available for the contract.

**Definition of “Living Wage”:** For this contract or subcontract, as of 7/1/2015 “Living Wage” shall be deemed to be an hourly wage of no less than \$12.24 per hour. From time to time, the Living Wage may be upwardly adjusted and amendments, if any, to the contract or subcontract may require the payment of a higher hourly rate if a higher rate is then in effect.

**CERTIFICATIONS**

1. The undersigned shall pay no less than the Living Wage to all covered employees who directly expend their time on the contract or subcontract with the City of Somerville.
2. The undersigned shall post a notice, (copy enclosed), to be furnished by the contracting City Department, informing covered employees of the protections and obligations provided for in the Somerville Living Wage Ordinance, and that for assistance and information, including copies of the Ordinance, employees should contact the contracting City Department. Such notice shall be posted in each location where services are performed by covered employees, in a conspicuous place where notices to employees are customarily posted.
3. The undersigned shall maintain payrolls for all covered employees and basic records relating hereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the number of hours worked, the gross wages, a copy of the social

---

\* Copies of the Ordinance are available upon request to the Purchasing Department.

Form:\_\_\_\_  
Contract Number:\_\_\_\_\_

CITY OF SOMERVILLE

Rev. 05/07/15

security returns, and evidence of payment thereof and such other data as may be required by the contracting City Department from time to time.

4. The undersigned shall submit payroll records to the City upon request and, if the City receives information of possible noncompliance with the provisions the Somerville Living Wage Ordinance, the undersigned shall permit City representatives to observe work being performed at the work site, to interview employees, and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

5. The undersigned shall not fund wage increases required by the Somerville Living Wage Ordinance by reducing the health insurance benefits of any of its employees.

6. The undersigned agrees that the penalties and relief set forth in the Somerville Living Wage Ordinance shall be in addition to the rights and remedies set forth in the contract and/or subcontract.

**CERTIFIED BY:**

**Signature:** \_\_\_\_\_  
(Duly Authorized Representative of Vendor)

**Title:** \_\_\_\_\_

**Name of Vendor:**\_\_\_\_\_

**Date:** \_\_\_\_\_

**INSTRUCTIONS: PLEASE POST**

**NOTICE TO ALL EMPLOYEES  
REGARDING PAYMENT OF LIVING WAGE**

Under the Somerville, Massachusetts' Living Wage Ordinance (Ordinance No. 1999-1), any person or entity who has entered into a contract with the City of Somerville is required to pay its employees who are involved in providing services to the City of Somerville no less than a "Living Wage".

The Living Wage as of **7/1/2015** is **\$12.24** per hour. The only employees who are not covered by the Living Wage Ordinance are individuals in a Youth Program. "Youth Program" as defined in the Ordinance, "means any city, state or federally funded program which employs youth, as defined by city, state or federal guidelines, during the summer, or as part of a school to work program, or in any other related seasonal or part-time program."

For assistance and information regarding the protections and obligations provided for in the Living Wage Ordinance and/or a copy of the Living Wage Ordinance, all employees should contact the City of Somerville's Purchasing Department directly.



## **Non-Collusion Form and Tax Compliance Certification**

**Instructions:** Complete each part of this two-part form and sign and date where indicated below.

### **A. NON-COLLUSION FORM**

I, the undersigned, hereby certify under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person.

As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

**Signature:** \_\_\_\_\_  
(Individual Submitted Bid or Proposal)  
Duly Authorized

**Name of Business or Entity:** \_\_\_\_\_

**Date:** \_\_\_\_\_

### **B. TAX COMPLIANCE CERTIFICATION**

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b).

**Signature:** \_\_\_\_\_  
(Duly Authorized Representative of Vendor)

**Name of Business or Entity:** \_\_\_\_\_

**Social Security Number or Federal Tax ID#:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **REFERENCE FORM**

Bidder: \_\_\_\_\_

**IFB Title:** \_\_\_\_\_

Bidder must provide references for: Three other similar sized Municipalities provided the same services

Reference:\_\_\_\_\_ Contact:\_\_\_\_\_

Address:\_\_\_\_\_ Phone:\_\_\_\_\_

\_\_\_\_\_ Email:\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Reference:\_\_\_\_\_ Contact:\_\_\_\_\_

Address:\_\_\_\_\_ Phone:\_\_\_\_\_

\_\_\_\_\_ Email:\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Reference:\_\_\_\_\_ Contact:\_\_\_\_\_

Address:\_\_\_\_\_ Phone:\_\_\_\_\_

\_\_\_\_\_ Email:\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

## **INSPECTOR GENERAL TRAINING CERTIFICATION**

Pursuant to Massachusetts School Building Authority requirements that the individual directly assigned to and in charge of the project by the design firm (963 C.M.R. 2.12(6)) be certified in the Office of the Inspector General's MCPPO Program. I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with the above regulations and have successfully completed the course.

---

Signature of person submitting bid or proposal

---

Name of Business

# ATTACHMENT E

Designer Selection Panel Procedures



# **Massachusetts School Building Authority**

## **Designer Selection Procedures**

### **Section 1: Introduction**

- A. 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 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. Each appointed member, except the members representing the Eligible Applicant pursuant to subsection 2(A)(10), shall serve for a two-year term and shall continue to serve until a successor is appointed to the DSP by the Executive Director. No DSP member may serve more than two consecutive terms. A former member may be reappointed after a one-year hiatus. Initial appointments shall be made such that terms will be staggered, which terms

shall be determined 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.

### **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.
- D. 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. The DSP shall select not more than three (3) finalists from among all the applicants for a particular project and, in doing so, 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.
- C. 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 include such information as the Eligible Applicant requires 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.

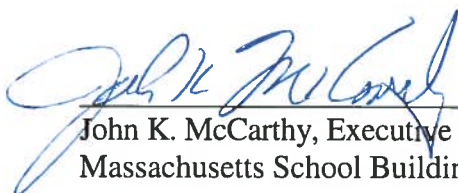
**Section 11: Statutory Representations by the MSBA**

- 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, 2015.

Respectfully submitted under the penalties of  
perjury this 12th day of February, 2013

  
\_\_\_\_\_  
John K. McCarthy, Executive Director  
Massachusetts School Building Authority



# ATTACHMENT F

CDR Maguire Somerville HS Exterior Envelope Study

Dated January 9, 2012



---

## **Somerville High School Exterior Envelope Study**

***A Report to: The City of Somerville, Massachusetts  
Department of Public Works***

***January 9, 2012***

**Prepared by:**

**Maguire Group Inc.  
211 Congress Street, Floor 11  
Boston, MA 02110  
MGI Project No. 19057**

	<u>Page No.</u>
TABLE OF CONTENTS	i
EXECUTIVE SUMMARY	1
INTRODUCTION	2
A.    Site Observations	3
B.    Exterior Wall Observations	4
C.    Window, Door and Louver Observations	7
D.    Roof Observations	15
RECOMMENDATIONS AND PROJECT SCHEDULE	15
APPENDIX A: CONCEPTUAL CONSTRUCTION COST ESTIMATE	A-1
APPENDIX B: SKETCHES	B-1
APPENDIX C: PHOTOGRAPHS	C-1

### EXECUTIVE SUMMARY

Maguire Group Inc. (MGI) was contracted to perform a study of the Somerville High School. The purpose of the study is to investigate the condition of the exterior envelope and site conditions, to provide a report of recommended work, and the estimated cost of the work.

The investigations focused on the following items:

- Site features, including sidewalks, handicap ramps, steps and terraces.
- Exterior building walls, including brick and cast stone.
- Windows and exterior doors.
- Roofs and drains.

No major changes or improvements have been made to the exterior of the building in approximately 24 years, however since our initial investigation the exterior brick steps and associated cheek walls have been repaired. Our findings have been subdivided into three categories, based on priority: Highest, Intermediate and Low. Items which impact life safety or building integrity were given the highest priority. Based on our findings of extensive deterioration of masonry, windows and certain roofing areas, Maguire Group recommends that these repairs be performed as soon as funding is available. Delay in these repairs will only exacerbate the situation. Improvements of a lower urgency were given intermediate priority and those of the lowest urgency were given the lowest priority.

**Highest Priority:** Time Frame: As Soon As Possible

Estimated Cost: \$377,200; with GC OH, P and contingency: \$509,220

- Rebuild brick at corners of the building, where the face brick is diagonally shearing off.
- Rebuild brick above window heads, where the face brick is falling off the steel lintels.
- Rebuild brick at pilasters between windows, where the face brick is cracking off.
- Repair cracked window sills in danger of falling off.
- Patching of existing damaged roof areas where indicated on plans.

**Intermediate Priority:** Time Frame: Within Two Years

Estimated Cost: \$4,780,950; with GC OH, P and contingency: \$6,454,7283

- Repair of other cracked brick and masonry.
- Repointing, recoating and sealing of brick and masonry.
- Window replacement at CCTE.
- Curb, ramp and plaza repairs.

**Lower Priority:** Time Frame: Within Four Years

Estimated Cost: \$1,876,050; with GC OH, P and contingency: \$2,532,668

- Window replacement at High School
- Replacement of roofs at west and Center wing where indicated on plans





Archival photo of school, showing original 1895 window configuration

## INTRODUCTION

The central wing of the current Somerville High School (originally named the English High School) was opened in 1895. The building had three stories, plus a basement and attic level. Early postcards show a hip-roofed, symmetrical building with 5 arch topped windows above the main entrance, flanked by short wings with 3 arch topped windows each. The wing features attractive and elaborate masonry details. To the west was the Somerville Public Library, and to the east was the Somerville Latin School. See above.

In approximately 1910, a fire in the attic level of the High School badly damaged the hipped roof. The roof and attic floor were removed, the exterior brick walls extended upward approximately 5' to form parapets, and a flat roof installed. The school was also expanded and classroom wings were added. A Cafeteria and Auditorium wing were erected behind the central wing, as well as a heating plant.

In 1929, due to additional population growth, the Latin School and old Library were torn down to build the east wing, the west wing and gym building. The original central wing was remodeled. Although sympathetic in style to the original building, the newer classroom wings also reflect the growing influence of the Art Deco movement in some details.

The materials used on the prominent southern façade consist mainly of brick with terracotta and limestone details. On the northern, eastern and western façades, most details are cast stone. At inner,

north facing courtyards, masonry details are reduced and consist mostly of granite sills, some cast stone banding, and a few 1895 terracotta details. The details on the gymnasium building are all cast stone.

In 1986, the entire building was extensively remodeled, and the Somerville Technical Trade High School wing was added, with a new gymnasium. The library was relocated to the old gymnasium. Windows were replaced, and masonry repairs were made. No major changes or improvements have been made to the exterior of the building in 24 years, since that time.

### A. Site Observations

The City Hall shares a site with the High School. We have limited our scope to elements that are in the immediate vicinity of the High School.

The sidewalks are concrete, and are generally in good condition. The areas we observed that are in need of repair include:

A1. Some minor sidewalk and curb damage is seen near front entrance of building.

**MGI Recommendation:** Rebuild damaged curbs and sidewalk.

A2. Switchback handicap ramp and wing walls are showing deterioration due to salt and weather.

**MGI Recommendation:** Repair, clean and apply clear water repellent to concrete.

A3. Library Steps: Extensive deterioration is evident at the library steps and cheek walls, very similar to item A1. Handrails are only provided at one side of stair treads.

**MGI Recommendation:** Remove and replace any deteriorated concrete below steps and cheek walls. Install monolithic granite cap and repair stucco at cheek walls. Apply breathable elastomeric coating to cheek walls.. Provide additional handrails to meet code.

A4. Extensive deterioration of concrete flatwork and inlaid brick accents at forecourt to the Center for Career and Technical Education. Some handrails are missing. Makeshift looking concrete and brick planters.

**MGI Recommendation:** Replace damaged areas of concrete and brick. Provide new handrails. Construct correctly designed planters to replace existing.

A5. Deteriorated concrete stairs between west wing and Physical Plant and at northeast corner of building.

**MGI Recommendation:** Replace stairs. Repair and seal concrete cheek walls. Paint railings.



### B. Exterior Wall Observations

Brick Walls, General: The majority of the brick façade is in fair to good condition, but there are many areas of concern. Significant amounts of water damage was observed on the inside face of exterior walls, particularly on the north side of the building. This is due to the more extreme weather on the north side and the more rapid drying of the walls on the sunnier south side, rather than any inherent differences in the walls themselves.

Bricks: The bricks themselves are in good condition, with minimal signs of spalling or efflorescence. Although the bricks used for the original construction are of high quality and in good condition, the brick used at the roof parapets is a poor color match and of lesser quality. Brick and mortar of various colors have been used over the years, causing a mismatch of colors.

Brick movement and cracking was noted in many areas.

- Corners of the building, where the brick is diagonally shearing off.
- Above window heads, where the brick is falling off the steel lintels.
- At pilasters between windows, where the face brick is cracking off.
- Where openings had been filled with brick.

Causes of moisture migration: It is evident that water is migrating in through exterior walls. This is occurring where the brick has cracked. It is occurring primarily at the rear, north facing side of the building in general, which in addition to having many areas of shifting and cracked brick, is situated at the top of a hill and projects prominently upward from the surrounding terrain. This leaves the majority of these façades exposed to high winds and driving rains.

Mortar joints: The previous repointing work at the building was performed with inferior workmanship. Throughout much of the building, a thin scrub coat of mortar, averaging around 1/8" deep, was applied over the existing mortar. The mortar was not forced or tooled into place, so the joints are soft, and the sand rubs off easily, indicating a highly porous joint that can be easily penetrated by water. In many areas, this thin layer of mortar is falling out.



Exterior face of brick is showing significant cracking and shifting at the west wing north corners.

In addition to visual inspection, the RILEM Test Method 11.4 was used to determine the absorptiveness of the exterior walls. In this test, a water filled tube is attached to the side of the building; if the brick or grout absorbs 1 m/l of water or more in 20 minutes or less, the brick or grout “fails” the test and is considered to be highly absorptive. Where this is the case, the wall would benefit from the application of a clear, penetrating, breathable water repellent. The test was performed at several locations on the building, corresponding to the different types of brick and grout that were used. In most test locations, the brick and mortar was found to be highly absorptive.

Other types of masonry that were studied include:

- Cast stone banding, window heads and sills, columns, cornices.
- Terracotta window surrounds and spandrel panels.
- Granite sills.
- Limestone cornices, banding, window heads, and decorative work.
- Exposed cast-in-place concrete.

The areas we observed that are in need of repair include the following:

1. The masonry mortar joints, where repointed are soft, permeable and not tooled. Water migration through the wall is evident, causing cracking and flaking of interior plaster and paint. Mortar of various colors have been used, causing a mismatch of colors.  
**MGI Recommendation:** Phased repointing of entire building, with struck concave joints and tight quality control over mortar color.
2. The exterior face brick is showing significant cracking and shifting at the west wing north corners. See photo above.  
**MGI Recommendation:** Remove and rebuild brick face at all locations where this occurs.
3. The exterior face of brick is breaking away at piers between windows. See photo 26.  
**MGI Recommendation:** Remove and rebuild brick face at all locations where this occurs.
4. The brick face has shifted forward above some window heads, and is in danger of slipping off the steel lintel. See photo 24.  
**MGI Recommendation:** Remove and rebuild brick face at all locations where this occurs.
5. Mismatched brick has been infilled at various wall openings. See photo 11.  
**MGI Recommendation:** Remove and rebuild brick face at all locations where this occurs.
6. Some exterior vents have been covered over with sheet metal covers. See photo 22.  
**MGI Recommendation:** Remove metal covers and infill with matching brick at all locations where this occurs.
7. Minor cracking of face brick was found at various other locations throughout the building.  
**MGI Recommendation:** Remove and rebuild brick face at all locations where this occurs.
8. Extensive cracking and spalling is evident at existing cast stone of the library entrance. See photo 18.  
**MGI Recommendation:** Repair cast stone with appropriate materials.
9. Cracking and spalling is evident at existing cast stone sills, lintels, cornices and other elements throughout the building. See photo 4 and 19.  
**MGI Recommendation:** Repair cast stone with appropriate materials.
10. Deep cracks were found at structural masonry lintels at approximately 12 windows. See photo 2.  
**MGI Recommendation:** Repair lintels with dutchmen, stainless steel anchors and epoxy injection.
11. Non-breathable, terracotta colored masonry coatings were applied to the library entry, causing spalling of cast stone. See photos 3 and 4.  
**MGI Recommendation:** Remove existing masonry coatings at the library entry.
12. Terracotta colored coatings applied to masonry trim at south, east and west elevations are peeling in various locations. See photo 16.  
**MGI Recommendation:** Strip and apply new breathable terracotta colored masonry coatings to all masonry trim at south, east and west elevations.
13. Extensive mildew growth is seen on brick walls at the northeast courtyard, at masonry trim on the library wing, and other locations.  
**MGI Recommendation:** Clean masonry at these locations.
14. Brick is highly absorptive and fails RILEM test. Repointing of mortar joints alone will not stop water absorption at the bricks or uncoated cast stone. See photo 25.  
**MGI Recommendation:** Apply clear penetrating breathable water repellent to all masonry, except where noted in B12, above.

## Exterior Envelope Study

---

15. Because they expand at different rates, joints between brick and other masonry should be filled with sealant.

**MGI Recommendation:** Install sealant joints between dissimilar materials.

16. Steel lintels over windows and doors are rusting.

**MGI Recommendation:** Wire brush, sand, prime and repaint lintels.



Exterior face of brick is breaking away at pier between windows, a common occurrence

### C. Window, Door and Louver Observations

#### Windows at High School Building

The original windows, dating back to the building's construction in 1895, appear to be wood double-hung, 6/6 with a 3 lite transom above. Some transoms were arched and some were flat.



## Exterior Envelope Study

---

Five monumental arched windows graced the third floor above the main entrance. These windows were replaced in 1986. The existing, original wood frames were left in place, covered with aluminum brake metal panning, and aluminum windows with insulated glazing were inserted into the frames.

At the High School, there are approximately 643 windows, not including the library or Center for Career and Technical Education. The most common, average window sizes are 4'-8" wide x 8'-8" high and 5'-8" wide x 8'-8" high, but there are also other variations in shape and size. Typically, the bottom 1/4 of the window is an operable hopper, and the top 3/4 is fixed.



Windows with terracotta spandrels are shown above; windows in brick openings are shown below

The aluminum windows appear to be in good working condition, with no reported complaints of leaking. However, the following problems are apparent:

1. The paint finish on the exterior of the windows and panning is badly worn, in some cases down to the bare metal.
2. The sealant joints around the panning and windows is well beyond its useful lifespan, and needs replacement

## Exterior Envelope Study

---

3. A significant number of the sealed insulated glass units have failed or are in the process of failing. Clouding of the glass is apparent in approximately 5-10% of the units, and more units can be expected to fail as they exceed 24 years in age.
4. Additional aesthetic and functional problems related to the metal panning and arch topped windows, as explained below.

Where the windows have arched tops, which occurs at approximately 42 locations, the original arch topped wood window is still visible. These windows are approximately 100 years old, and are in very poor condition, with badly deteriorated frames, clouded glazing, badly cracking paint and glazing compound. The windows also are single glazed, with poor thermal performance. However, they serve to illustrate the historic character of the original windows.



Current photo, showing deterioration and poor aesthetic match of windows installed in 1986

When the aluminum panning was installed, no attempt was made to recreate the historic profiles of the original frames, despite the fact that the building is within a historic district. The flat profile of the panning contrasts sharply with the original frame profiles still visible at the arches, creating a visually awkward transition. In addition, there are gaps below the arches at the top of the panning that allows water to enter, hastening the deterioration of the 100-year old wood frames.

There would appear to be two viable options to the future care of the windows: Repair or replacement.

**Repair:** Undertake a program to repair all 643± windows, to include replacement of all clouded and cracked glazing, repair of all arch-top window frames, replacement of arched sashes with

insulated glazing, repainting all finishes, replacing all sealants and repair and lubrication of hardware.

- Pros: Lower initial cost; majority of work is performed on building exterior.
- Cons: Does not improve thermal performance significantly; field-repainted finish will not last as long as shop-applied finish; does not address historic district requirements; higher energy and ongoing maintenance costs.

Estimated cost of repair:

1. \$750 per window; Total: \$482,250.

**Replacement:** Remove all 643± existing windows, leaving the original wood frames in place. Install new windows that are state of the art in the key measures of thermal performance, condensation resistance, and glare. Install new factory finished panning profiles which are consistent with the Somerville Historic Preservation Commission Design Guidelines. Specify triple glazing for all windows. Specify high performance finishes with the longest life span.

- Pros: Improves thermal performance significantly; shop-painted finish will last longer; addresses historic district requirements; lower maintenance and energy costs.
- Cons: Higher initial cost.

Estimated cost of replacement (3 options):

**Option A:** Aluminum frame, thermally broken, double glazed, R-2.7:  
\$1,900 per window. Total: \$1,221,700.

**Option B:** Aluminum frame, thermally broken, triple glazed, R-3.7:  
\$2,100 per window. Total: \$1,350,300.

**Option C:** (preferred): Glass reinforced polyurethane (GRP) frame, triple glazed, R-5.0:  
\$2,200 per window. Total: \$1,414,600.

**Site Conditions Effecting Cost:** The cost of the window repair or replacement is in all cases a combination of materials and labor. Due to the topography of the building site, it is clear that in either case, extensive scaffolding will need to be erected around the building to undertake the work, often in locations that are inaccessible by truck. This increases labor and overhead costs. It also increases maintenance costs, making a long term solution more cost-effective than a short-term one.

Performing the work during the summer only will be highly advantageous, minimizing class disruption and reducing weather related costs.

**Thermal Performance:** The average thermal performance of the existing windows can only be approximated, since no manufacturer literature is available. Based on comparable windows by other manufacturers:

R-Factor, existing windows: approximately 1.67



R-Factor, replacement windows: approximately 5.0 (option C, above)\*

\*Based on Graham Architectural Products “GThurm” series, Glass reinforced polyurethane (GRP) frame, triple glazed, or equivalent.

Energy Savings: MGI ran energy modeling comparing existing vs. new windows, assuming heating oil at the current cost (as of 11/3/2010) of \$2.33/gal. Heat loss through the existing windows (R-1.67) costs the City approximately \$30K/year, while heat loss through the replacement windows (R-5.0) would run about \$12K/year, saving \$18K/year. Assuming that at a minimum, repairing the windows is required, and the window replacement is bid as a standalone package without a G.C., the upfront added cost of replacing vs. repairing the windows is (\$1,415K - 482K) = \$933K. Ongoing annual maintenance costs of replacement windows can reasonably be expected to \$10K less than repaired windows.

When these are factored in, a \$933K investment to replace vs. repair can be expected to save \$28K/year, for a 33 year payback. If fuel prices double, a \$933K investment can be expected to save \$46K/year, for a 20 year payback. Since capital improvements are reimbursed 80% by MSBA but operating expenses are borne 100% by the City, the payback period to the City would be 7 years on a \$186K investment at the current cost of heating oil, and **only 4 years** under the reasonable assumption that heating costs will double.

### **Windows at the Library** (photos 16 and 18)

The current aluminum windows were installed in the Library in 1986, when the gymnasium was relocated to the Center for Career and Technical Education Building. The windows on the west side, consisting of fixed “punched” and “strip” windows, were installed in new masonry openings, and are in very good condition, with the exception of the paint finish, which has worn and faded. On the southeast and southwest corners, 4 windows were installed in the original masonry openings, and are in very good condition, with the exception of the paint finish, which has worn and faded. The 4 windows and two double doors on the south (former Main Entrance) side are in similar condition, but are an especially poor aesthetic match to the otherwise grand appearance of the façade.

### **Windows at the Center for Career and Technical Education Building** (photos 30-34)

The windows consist of steel sashes with insulated glazing, in either fixed or awning configurations, and were installed in 1986, when the addition was built. There are three basic types of windows:

1. “Punched” windows, fixed or operable, single lite, sizes from 32”w. x 32”h. up to 64”w. x 64” h. Total units: approximately 47.
2. “Strip” windows, typically 18’-0”w. x 5’-4”h., with a combination of fixed and operable units. Total units: approximately 10.
3. “Curtain walls”, located at the gymnasium, 18’-0”w. x 10’-0”h. or 18’-0”w. x 15’-0”h., with fixed units. Total units: 13 at 10’-0”h., 2 at 15’0”h.



Because the windows are relatively new, we had anticipated that they would be in good condition; but that was not the case. There are clearly serious problems with the way the windows are installed, including the following:

- No weeps or flashing were visible at the window heads of the “punched” or “strip” windows. As a result, moisture and outside air can migrate from the wall cavity to the interior space.
- The window frames are inset 1-3” from the front face of the brick veneer, rather than recessed further into the wall. This allows moisture and outside air to easily migrate behind the window to the interior space, depending on the installation detail, which was not visible.
- The interior wood trim at the window heads are badly rotted out at approximately 50% of the windows. There is also rot and water staining at the wood trim at the window jambs and sill. This is a direct result of the above conditions, and also an indication that the vapor barrier was not adequately sealed to the window frame. Condensation of the frames may also be a factor.
- Severe leaking was reported at the large “curtain wall” windows in the gymnasium.
- The existing frames are steel, without a thermal break, resulting in poor thermal performance.

R-values for the steel windows can be expected to be approximately R-2.0 for a 48x60 fixed window and R-1.33 for a 24x60 casement, with 1” insulated glazing, without low-E or argon filled.

Without removing the inside wood trim and inspecting a window, and without removing bricks and inspecting the head flashing, it is not possible to know what defects may need to be corrected, but we can clearly see that many problems exist. We recommend that prior to undertaking corrective work, that a few bricks at the head, jamb and sill of a typical window of each type be removed, and the installation method examined. Until that further study can be undertaken, we can make our best assumptions.

Using our best assumptions, there would appear to be two viable options for addressing the current problems at the windows: repair or replacement.

**Repair:** At “punched” and “strip” windows: Remove all existing wood trim around windows, and seal any voids between the window frame and vapor barrier (if visible) with flashing and spray foam insulation. Replace all interior trim with a material that is not moisture sensitive, such as solid surfacing (Corian, etc.). At “curtain wall” windows, there is no trim to remove/replace. Masonry would need to be removed at the head, jamb and sill and the flashing inspected. Depending on the extent of the problem, the window may need to be removed, flashing modified, and the window reinstalled. Install new sealant at all windows.

- Pros: Lower initial cost; eliminates future damage to window trim; reduces moisture and air infiltration around windows; does not require removal of windows.
- Cons: Does not improve thermal performance significantly; has higher energy and ongoing maintenance costs; not as effective as installing new head flashing, thus some moisture will still enter at window head (but less).

Estimated cost of repair:

1. \$600 per “punched” window; Total: \$28,200.
2. \$1,500 per “strip” window; Total: \$15,000.
3. \$5,000 per “curtain wall” window; Total: \$75,000.

**Replacement:** At “punched” and “strip” windows: Remove all existing windows and interior trim. Remove brick at window heads and install new head flashing and weeps. Properly flash all window openings. Install new windows that are state of the art in the key measures of thermal performance, condensation resistance, and glare. Specify triple glazing for all windows. Specify high performance finishes with the longest life span. Install new sealant at all windows. Replace all interior trim with a material that is not moisture sensitive, such as solid surfacing (Corian, etc.) At “curtain wall” windows: there is no trim to remove/replace. Masonry would need to be removed at the head, jamb and sill and the flashing inspected. Properly flash all window openings. Install new windows that are state-of-the-art in the key measures of thermal performance, condensation resistance, and glare. Specify triple glazing for all windows. Specify high performance finishes with the longest life span. Install new sealant at all windows.

- Pros: Improves thermal performance significantly; shop-painted finish will last longer; lower maintenance and energy costs.
- Cons: Higher initial cost.

Estimated cost of replacement:

1. \$1,600 per “punched” window; Total: \$75,200.
2. \$6,800 per “strip” window; Total: \$68,000.
3. \$16,200 per “curtain wall” window; Total: \$243,000.

### Louvers

The school has approximately 80 classrooms, and was originally constructed with one exterior louver per classroom, about 40”w. x 8-12”h., to provide fresh air. The louver backs up to a classroom unit ventilator with a damper system which in many cases no longer works, or in some cases, new classroom unit ventilators have been installed. These heat the fresh air before entering the classroom. Air is exhausted from the classrooms through the undercut of the door, down the corridor to an exhaust fan at the bathrooms. Using the corridor to exhaust air is no longer allowed by code, although it is grandfathered in this case.

Many louvers have been covered over, or removed and infilled with brick for various reasons. For example, at the central wing, fresh air intakes were installed at the roof, eliminating the need for vents in the wall. However, at most classroom wings, the wall vents remain the sole supply of fresh air. In many other locations, there is substantial damage to the brick surrounding the louvers due to freezing moisture. This may be due to either the condensation formed by the escape of moist interior air, or leakage from the radiators. Another problem is the outdated louver design, which is not capable of keeping out driving rains, thus allowing water into the building, damaging the exterior walls.

Other than windows, there are no other sources of fresh air to the classrooms. The International mechanical code requires either natural ventilation or mechanical ventilation in the classroom. If natural, the window openings must equal a minimum of 4% of the floor area. Assuming a typical 800 sf classroom, 32 sf of openings must be provided (compared to the typical 27 sf at present). If mechanical, there must be 15 cfm per student (375 cfm for a typical 25 person classroom). Because locking up the existing louvers deprives the classrooms of fresh air, and is a violation of the State Mechanical Code.

Addressing the Mechanical needs of the building is well beyond the scope of this study, and certainly merits further study in light of the code violations mentioned above. For the purpose of the solving the needs of the building envelope, we recommend that the City do the following:

- Remove existing louvers;
- Repair damage to the existing masonry openings (included under Item B7);
- Unblock exterior wall openings where no alternative means of fresh air is being provided;
- Install drainable louvers at all existing louver locations and previously blocked up openings or provide alternative source of fresh air to classrooms.

Other related mechanical modifications to the classroom unit ventilators, dampers, sheet metal and controls shall be required, but are beyond the scope of this study.

**Summary, Windows and Louvers:** The windows we observed that are in need of repair include the following:

1. High School windows are in fair to good condition, but finishes and sealants are badly deteriorated, existing panning is a poor aesthetic match, original arched windows are exposed and highly deteriorated, 5-10% of insulated units have failed seals, and thermal performance is only fair.  
**GI Recommendation:** Replace all windows with new high performance; triple glazed, R-5.0 windows.
2. Library Windows (except at south entrance) are in good condition, except for finish and sealants.  
**MGI Recommendation:** Replace sealants and repaint.
3. Library windows and doors at south entrance are in fair condition, but are a very poor aesthetic match to the grand and prominent entrance.  
**MGI Recommendation:** Replace windows and doors at south entrance with better performing windows and doors that are also a better aesthetic match.
4. Center for Career and Technical Education Building “Punched” windows are incorrectly installed and lack head flashing and weeps, causing leaks inside the windows.  
**MGI Recommendation:** Replace punched windows and interior trim.
5. Center for Career and Technical Education Building “Strip” windows are incorrectly installed and lack head flashing and weeps, causing leaks inside the windows.  
**MGI Recommendation:** Replace strip windows and interior trim.
6. Center for Career and Technical Education Building “Curtain wall” windows leak.  
**MGI Recommendation:** Replace curtain wall windows.
7. Classroom louvers leak, are damaged, surrounding masonry openings are damaged.  
**MGI Recommendation:** Repair masonry openings, install new louvers.

### D. Roof Observations

MGI conducted an investigation of all High School roofs in October 2010. Accompanying MGI was Mr. Joseph Cleveland, a roofing expert with Beacon Sales. The majority of the roofs are .060" single ply EPDM, adhered to the insulation. Most roofs dated to 1986, and had been repaired by stripping in the joints with EPDM flashing. Some areas have been partially replaced with new .060" single ply EPDM roofing within the last 5 years. Other roofs were fully replaced with Sarnafil PVC membrane in the summer of 2010 and the gym roof replaced in 2011. Each of these areas is indicated on sketch SK-3, in Appendix B.

Because of the prominent siting of the High School at the top of a hill, the taller roofs are subject to intense winds, leading to wind related failures. The West Wing and Central Wing Northwest are older EPDM roofs, and both show flutter due to bond failure between the EPDM membrane and insulation below. In some areas, the wind has pulled the plywood substrate away from the parapet. Where flutter is seen, repairs are urgent, in the form of temporary weights (sand bags) placed on top of the membrane to keep it from tearing off. These roofs, plus the Central Wing North and Central Wing Northeast roofs are all approaching the end of their useful lifespan. Because some portions of these EPDM roofs have been replaced within the last 5 years (approximately 5,400 s.f.), it may appear cost effective to salvage the newer portions. However, this may interfere with obtaining a warrantee for future work, so potential contractors should be questioned regarding this.

The cost to replace all of these areas with a new PVC membrane and insulation would be approximately \$362K (\$488k incl. OH&P) and will last for 30 years, with the benefit of a warrantee, and improved insulation. A full tear-off of the old roofing may required, since only up to two roofing layers are allowed by Code.

The ballasted roofs on the CCTE (Tech School) were installed in 1986, and are experiencing numerous leaks in many areas as previously mentioned the ballasted gym roof has been recently replaced. The areas experiencing the most severe problems are wall and curb flashings, and roof edges. Because the membrane is exposed to sunlight in these areas, these are showing the most ultraviolet deterioration, as well as tears caused by shrinkage of the membrane over time. The roof above the computer room is leaking in many areas due to deteriorated roof penetrations. These conditions are causing serious leaks that require urgent attention. Each of these areas is indicated on sketch SK-4, in Appendix B.

The balance of the roofs on the CCTE, which have been covered with ballast and fabric, appear to be in good condition based on areas that had been recently exposed. Because the roofs are 24 years old, however, they are approaching the end of their useful lifespan, and because they are ballasted, it will be increasingly difficult to track the source of new leaks as they inevitably appear. If approximately \$67K (\$90k incl. OH&P) of repairs are performed to address the problems on the CCTE listed above, it may extend the life of the roofs by 5 years or so, but will not offer a warrantee. Otherwise, full replacement of the 52,500 sf CCTE roof with a new PVC membrane and insulation, at a cost of approximately \$680K (\$920k incl. OH&P) will last for 30 years, with the benefit of a warrantee, and improved insulation. A full tear-off of the old roofing is not required, since up to two roofing layers are allowed by Code.

The simple annualized cost for these two options is \$18K/yr (x 5 years) to repair vs. \$31K/yr (x 30 years) to replace, not factoring in energy savings from improved insulation. The City will need to determine which solution they prefer and can best afford.

The areas we observed that are in need of repair include:

1. Adhesive has failed below roof membrane at west wing in various locations. Majority of roof is 24 years old.  
**MGI Recommendation:** Replace roof at west wing with 30-year EPDM, except for new area north of solar panels.
2. Adhesive has failed below roof membrane at central wing, northwest. Flashing is failing at central wing, north. Parapet is failing at central wing, northeast. Majority of roof is 24 years old.  
**MGI Recommendation:** Replace roof at central wing, northwest, central wing, north, and central wing, northeast with 30 year EPDM, except for the new areas noted on SK-3.
3. Several roof ladders are damaged and not OSHA compliant.  
**MGI Recommendation:** Replace damaged roof ladders
4. The lower roof edge at the CCTE has cracked due to exposure.  
**MGI Recommendation:** Repair roof edge at rest of CCTE
5. The wall and curb flashing at the CCTE has cracked due to exposure.  
**MGI Recommendation:** Repair roof/wall and curb flashing at CCTE
6. The roof area above the computer lab has failed due to numerous penetrations.  
**MGI Recommendation:** Replace roofing and eliminate unused penetrations above Computer Shop

## RECOMMENDATIONS AND PROJECT SCHEDULE

No major changes or improvements have been made to the exterior of the building in approximately 24 years. Our findings have been subdivided into three categories, based on priority: Highest, Intermediate and Low. Items which impact life safety or building integrity were given the highest priority. Based on our findings of extensive deterioration of masonry, windows and certain roofing areas, Maguire Group recommends that these repairs be performed as soon as funding is available. Delay in these repairs will only exacerbate the situation. Improvements of a lower urgency were given intermediate priority and those of the lowest urgency were given the lowest priority.

**Highest Priority:** Time Frame: As Soon As Possible

Estimated Cost: \$377,200; with GC OH, P and contingency: \$509,220

- Rebuild brick at corners of the building, where the face brick is diagonally shearing off.
- Rebuild brick above window heads, where the face brick is falling off the steel lintels.
- Rebuild brick at pilasters between windows, where the face brick is cracking off.
- Repair cracked window sills in danger of falling off.
- Patching of existing damaged roof areas where indicated on plans.

## Exterior Envelope Study

---

**Intermediate Priority:** Time Frame: Within Two Years

Estimated Cost: \$4,780,950; with GC OH, P and contingency: \$6,454,283

- Repair of other cracked brick and masonry.
- Repointing, recoating and sealing of brick and masonry.
- Window replacement at CCTE.
- Curb, ramp and plaza repairs.

**Lower Priority:** Time Frame: Within Four Years

Estimated Cost: \$1,876,050; with GC OH, P and contingency: \$2,532,668

- Window replacement at High School
- Replacement of roofs at west and Center wing where indicated on plans

## Appendix A: Conceptual Construction Cost Estimate

---

## Appendix A: Conceptual Construction Cost Estimate

Task	Description	Qty.	Unit Cost	Task Value
<b>A. SITE WORK</b>				
A1	Sidewalk and curb near Main Entrance	1 ea	\$3,000	\$3,000
A2	Switchback ramp repairs	1 ea	\$29,250	\$29,250
A3	Library step repairs	1 ea	\$88,200	\$88,200
A4	Plaza at Technical School	1 ea	\$61,500	\$61,500
A5	Repair/rebuild exterior stairways	2 ea	\$30,000	\$60,000
<b>Subtotal, Site Work:</b>				<b>\$241,950</b>
<b>B. EXTERIOR WALLS</b>				
B1	Repointing			
	-West wing (450 lf x 50'h)	22,500 sf	\$30/sf	\$675,000
	-West Link (75 lf x 50'h)	3,750 sf	\$30/sf	\$112,500
	-Central wing perimeter (850 lf x 50'h)	42,500 sf	\$30/sf	\$1,275,000
	-East Link (75 lf x 50'h)	3,750 sf	\$30/sf	\$112,500
	-East wing (500 lf x 50'h)	25,000 sf	\$30/sf	\$750,000
	-Library (330 lf x 50'h, n.i. 1986 walls)	16,500 sf	\$30/sf	\$495,000
	-Physical Plant not included			
<b>Total, B1</b>				<b>\$3,420,000</b>
B2	Rebuild brick at west wing north corners	200 sf	\$100/sf	\$20,000
B3	Rebuild sheared brick at window piers	800 sf	\$100/sf	\$80,000
B4	Rebuild shifted brick above steel lintels	500 sf	\$100/sf	\$50,000
B5	Rebuild existing mismatched brick	120 sf	\$100/sf	\$12,000
B6	Build brick infill at vent openings	120 sf	\$100/sf	\$12,000
B7	Rebuild other misc. damaged brick	1,000 sf	\$100/sf	\$100,000
B8	Repair spalled cast stone at Library Entry	100 sf	\$90/sf	\$9,000
B9	Repair other misc. spalled cast stone	100 sf	\$90/sf	\$9,000
B10	Repair cracked masonry lintels	13 ea	\$3,000/ea	\$39,000
B11	Remove old masonry coatings at Library	1,000 sf	\$8/sf	\$8,000
B12	Apply elastomeric coating to cast stone trim	5,000 sf	\$6/sf	\$30,000
B13	Cleaning of masonry	25,000 sf	\$4/sf	\$100,000
B14	Sealing of brick	110,000 sf	\$5/sf	\$550,000
B15	Joint sealants in masonry	1,000 lf	\$8/lf	\$8,000
B16	Paint steel lintels at window heads	640 ea	\$25/ea	\$16,000
	(Subtotal, B 2-B16)			(1,043,000)
<b>Subtotal, Exterior Walls:</b>				<b>\$4,463,000</b>



## Exterior Envelope Study

Task	Description	Qty.	Unit Cost	Task Value
C. WINDOWS, DOORS AND LOUVERS				
C1	Replace all windows at High School	643 ea	\$2,200 ea	\$1,414,600
C2	Repair Library windows exc. at South façade	16 ea	\$600 ea	\$9,600
C3	Replace Library windows and doors at south	150 sf	\$55/sf	\$8,250
C4	CCTE punched window & trim replacement	47 ea	\$1,600 ea	\$75,200
C5	CCTE strip window & trim replacement	10 ea	\$6,800 ea	\$68,000
C6	CCTE curtain wall window replacement	15 ea	\$16,200 ea	\$243,000
C7	Louver replacement	80 ea	\$250 ea	\$20,000
Subtotal, Windows, Doors & Louvers				\$1,838,650
D. ROOFING				
D1	Replace Roof at West Wing	8,000 sf	\$17/sf	\$136,000
D2	Replace Roof at Central Wing N, NW, NE	13,300 sf	\$17/sf	\$226,100
D3	Replace damaged roof ladders	4	\$400/ea	\$1,600
D5	Repair roof edge at rest of CCTE	600 lf	\$10/lf	\$6,000
D6	Repair roof/wall and curb flashing at CCTE	1,000 lf	\$40/lf	\$40,000
D7	Replace roofing above Computer Shop	850 sf	\$17/sf	\$14,450
D7	[Complete re-roofing of CCTE	52,500 sf	\$13/sf	\$682,500]
Subtotal, Roofing:				\$424,150
Subtotal All Work			\$6,967,775	
Profit	10%	\$696,775		
Overhead	15%	\$1,045,163		
Contingency	10%	\$696,775		
Grand Total All Work			\$9,406,463	
Legend: Highest Priority: Red; Intermediate Priority: Lime Green; Lower Priority: Light Blue				

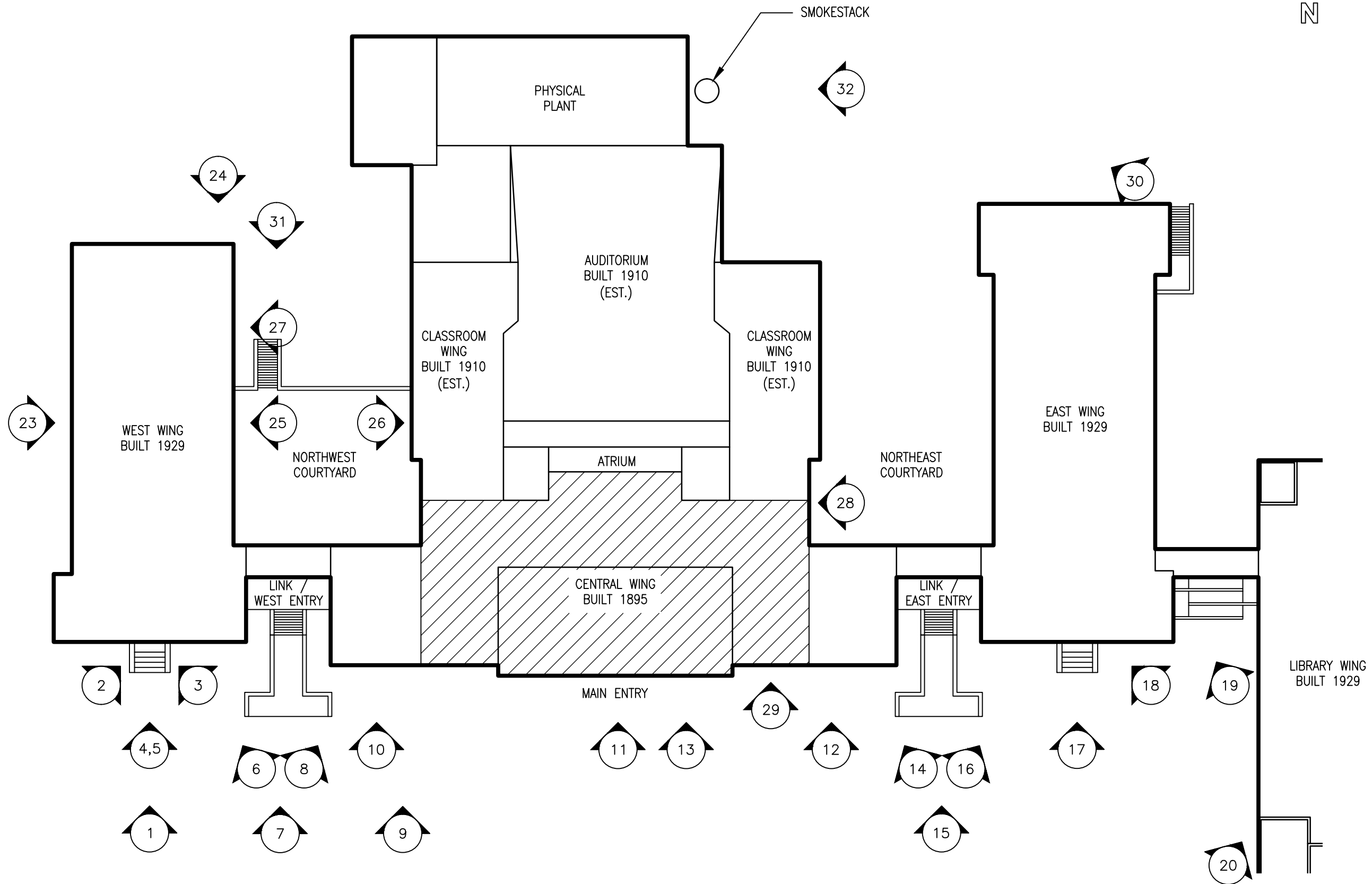
Prices do not include Design and Engineering Services, Permitting Fees (if any) or Hazmat Abatement. In the absence of lab tests, based on the fact that major remodeling has occurred since the time lead and asbestos was banned, it is assumed that they were abated previously. If not, additional costs will be incurred.



## Appendix B: Sketches

---

Drawing Title: N:\Projects\19057.00-Somerville\_High\_School\_Exterior\_Envelope\ACAD\ARCH\SK04.dwg Plotted: Jan 04, 2011 1:12:27pm By: Slapin



**Maguire Group Inc.**  
Architects / Engineers / Planners  
33 Commercial Street, Suite 1  
Foxborough, Massachusetts 02035  
508-543-1700  
www.maguiregroup.com

PROJECT  
MANAGER:

SOMERVILLE  
HIGH SCHOOL  
ENVELOPE STUDY

SOMERVILLE,  
MA

## KEY PLAN PART A

PROJECT NO.: 19057

DRAWN BY: SL

DESIGNED BY: SL

CHK'D BY: SL

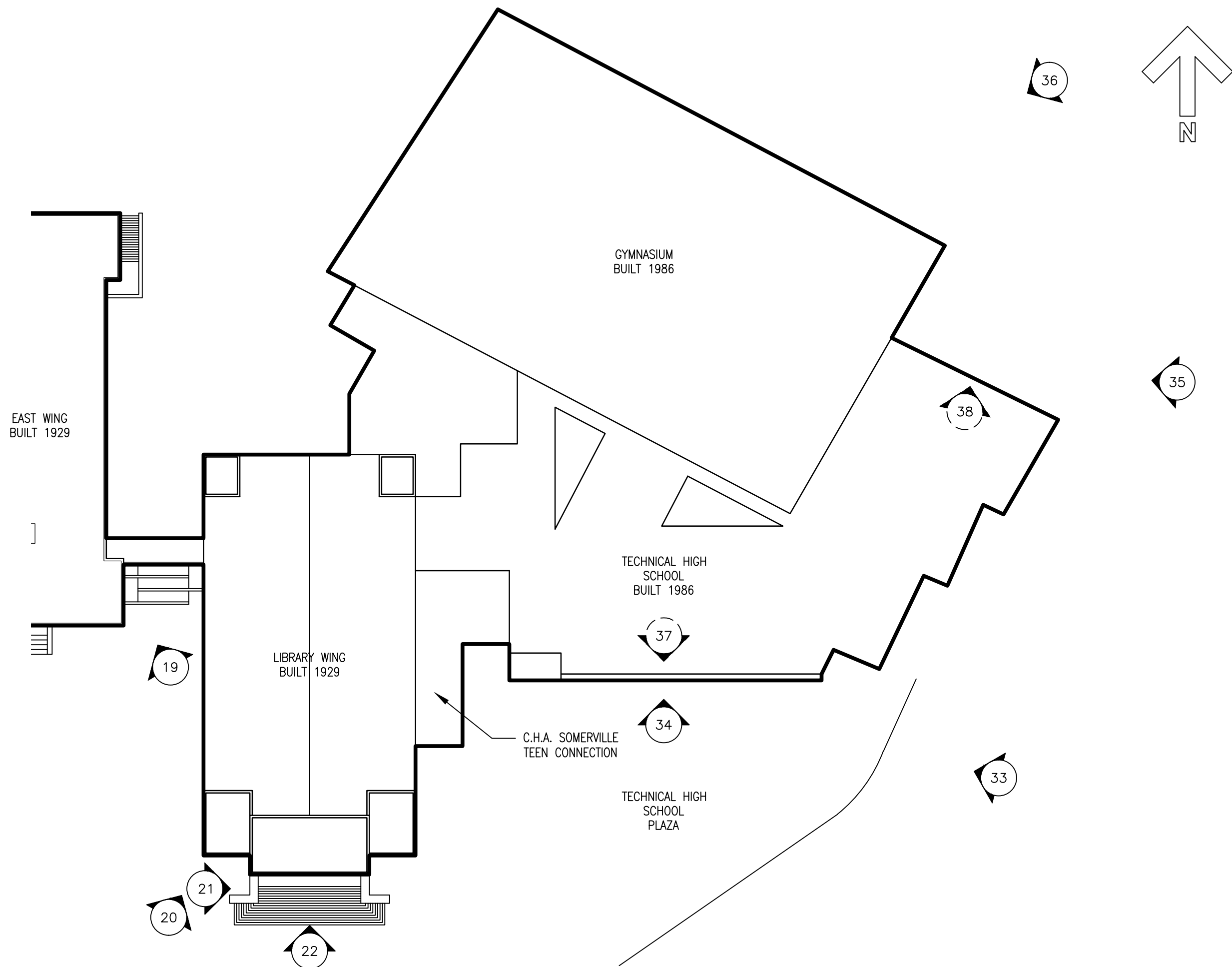
DATE: 12/3/2010

SHEET NO.:

# SK-1

SHEET 1 OF 4

Drawing Title: N:\Projects\19057.00-Somerville\_High\_School\_Exterior\_Envelope\ACAD\ARCH\SK04.dwg Plotted: Jan 04, 2011 1:12:39pm By: Slapin



**Maguire Group Inc.**  
Architects / Engineers / Planners  
33 Commercial Street, Suite 1  
Foxborough, Massachusetts 02035  
508-543-1700  
www.maguiregroup.com

PROJECT  
MANAGER:

SOMERVILLE  
HIGH SCHOOL  
ENVELOPE STUDY

SOMERVILLE,  
MA

KEY PLAN  
PART B

PROJECT NO.: 19057

DRAWN BY: SL

DESIGNED BY: SL

CHK'D BY: SL

DATE: 12/3/2010

SHEET NO.:

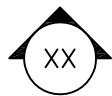
SK-2

SHEET 2 OF 4



Drawing file: N:\Projects\19057\20-Somerville\_High\_School\_Exterior\_Envelope\ACAD\BRC\SK4.dwg Plotted: Jan 09,2012-3:35pm By: KWilze

SYMBOL LEGEND



PHOTOGRAPH, TYP.  
SEE APPENDIX C

EAST WING  
BUILT 1929

ASPHALT SHINGLE  
ROOF, INSTALLED  
1986 (EST.)

EPDM, INSTALLED  
1986 (EST.)

LIBRARY WING  
BUILT 1929

GYMNASIUM  
BUILT 1986

TECHNICAL HIGH  
SCHOOL  
BUILT 1986

TECHNICAL HIGH  
SCHOOL  
PLAZA

C.H.A. SOMERVILLE TEEN  
CONNECTION, BUILT 2006,  
FULLY ADHERED 0.060" EPDM

SEE NOTE 2.

BALLASTED ROOF  
REPLACED IN 2011

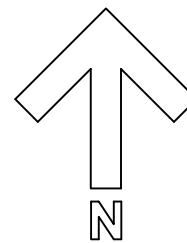
REPAIR ROOF EDGE W/  
12" EPDM FLASHING  
(SHOWN DASHED)

REPAIR ROOF EDGE W/  
12" EPDM FLASHING  
(SHOWN DASHED)

REPAIR ROOF-WALL  
W/ 24" EPDM FLASHING  
(SHOWN DASHED)

NOTES

1. UNLESS OTHERWISE INDICATED, ALL ROOFS AT THE TECHNICAL HIGH SCHOOL ARE BALLASTED, 0.060" EPDM, INSTALLED IN 1986.
2. AREA OUTLINED HAS ABANDONED EQUIPMENT, DETERIORATED FENCING, AND MANY ROOF PENETRATIONS. SEVERE LEAKAGE OCCURS AT COMPUTER SHOP BELOW. REMOVE ALL ABANDONED EQUIPMENT, PAVERS AND FENCING, RE-ROOF ENTIRE AREA.



**Maguire Group Inc.**  
Architects / Engineers / Planners  
33 Commercial Street, Suite 1  
Foxborough, Massachusetts 02035  
508-543-1700  
www.maguiregroup.com

PROJECT  
MANAGER:

Thomas Cousineau, AIA,  
NCARB, LEED AP

SOMERVILLE  
HIGH SCHOOL  
ENVELOPE STUDY

SOMERVILLE,  
MA

ROOF PLAN  
PART B

PROJECT NO.: 19057

DRAWN BY: SL

DESIGNED BY: SL

CHK'D BY: TC

DATE: 2/22/2011

SHEET NO.:

SK-4

SHEET 4 OF 4

## Appendix C: Photographs

---





**Photo 1** - South elevation of west wing. Terracotta spandrels are in good condition.



**Photo 2** - Cracking of stone lintels, previously repaired, typical at approximately 12 windows.





**Photo 3** - Former entrance steps to west wing, converted to seating. Note deteriorated mortar and cheek walls. Entrance to east wing is similar. We recommend installing granite treads, risers and wall caps. Since the initial field investigation, the masonry steps and cheek wall have been repaired.



**Photo 4** - Close-up shows extensive cracking of brick and mortar. Coating is peeling at masonry details; lintels are rusting. All are in need of repair.





**Photo 5** - Vertical cracking of brick pilasters between windows is a common problem, as is cracking at window sills, sealant failure at window panning, and rusting at lintels. At far right, masonry cornice is badly deteriorated. All are in need of repair.





**Photo 6** - Wall in good condition.





**Photo 7** - Entry between west wing and original building. Walls are in good condition. Worn finishes at door, window frames and panning. Arch top windows show exposed 100-year old wood frames and sashes, in poor condition. Mortar and brick are failing at steps; some heaving of bricks at sidewalk. Since the initial field investigation, the masonry steps and cheek wall have been repaired.





**Photo 8** - Wall appears in good condition. Since the initial field investigation, the masonry steps and cheek wall have been repaired.

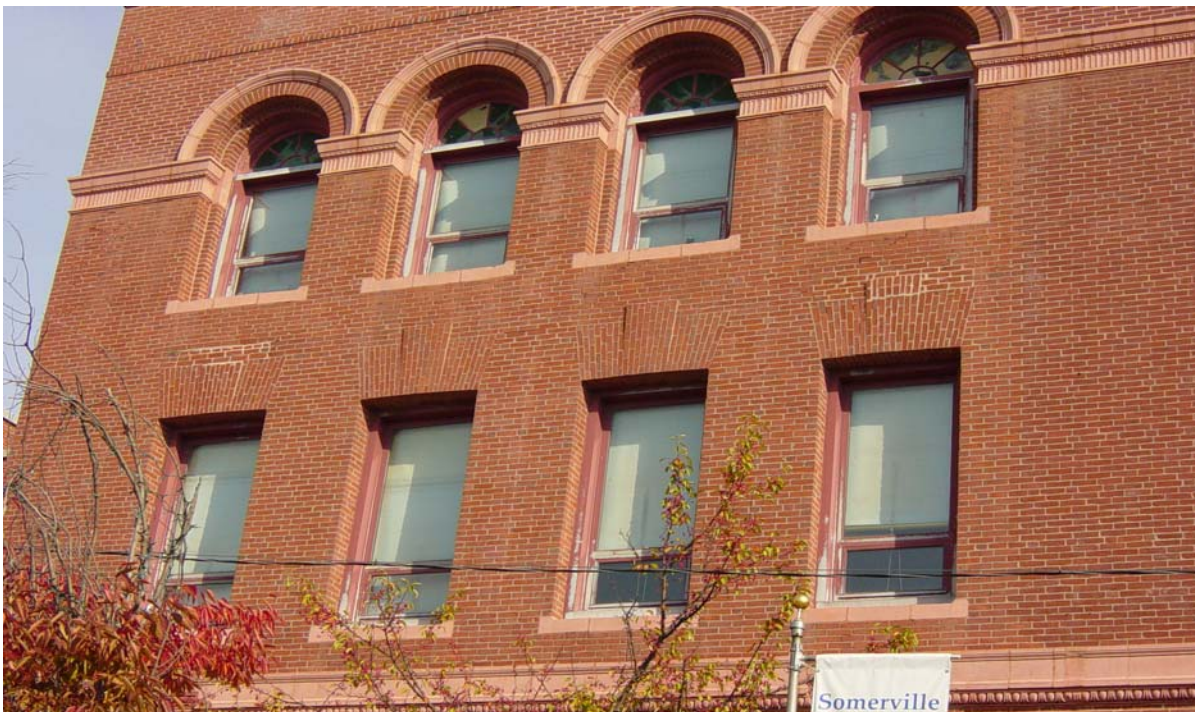


## Exterior Envelope Study

---



**Photo 9** - Original building, south elevation, to west of entrance. Wall appears in good condition from afar. Multiple colors of brick and mortar are seen, due to several additions to the original building.



**Photo 10** - On closer examination, mortar is cracking, spalling and mismatched. The paint finish is very worn at the aluminum windows and panning. Arch top windows show exposed 100-year old wood frames and sashes, in poor condition.





**Photo 11** - Main entrance. Badly worn finish at aluminum windows and panning. Arch top windows show exposed 100-year old wood frames and sashes, in poor condition.



**Photo 12** - Original building, to east of entrance. Wall appears in good condition from afar. Multiple colors of brick and mortar are seen.





**Photo 13** - Original building, arched windows. When the aluminum windows were installed in 1986, the original sashes were removed, and aluminum windows were inserted in their place. The original wood frames were left in place, and covered over with aluminum panning. Due to the difficulty in forming panning to fit the arched windows, the original sashes and frames were left exposed.

No attempt was made to recreate the historic profiles of the original frames, despite the fact that the building lies within an historic district. The flat profile of the panning contrasts sharply with the original frame profiles still visible at the arches, creating a visually awkward transition. The painted finish on the original wood frames and newer aluminum windows has badly deteriorated.

Below the window, a classroom vent was removed, and crudely infilled with brick. No attempt was made to match the mortar color, detail or coursing of the original brick.





**Photo 14** - Entry between east wing and original building. Wall appears in good condition. Worn finish at door, aluminum windows and panning. Arch top windows show exposed 100-year old wood frames and sashes, in poor condition. Mortar and brick failing at steps; some heaving of bricks at sidewalk





**Photo 15** - Stairs between east wing and original building. Extreme deterioration of steps is due to poor drainage, numerous mortar joints and heavy winter salting. Water is getting behind the brick and freezing, causing the spalling seen. Moss growth is also disintegrating the mortar. All brick treads and risers will need to be removed and the structure below repaired. We recommend replacing treads and risers with large granite slabs, increasing durability and reducing the number of joints. Proper detailing and installation of weeps, sealants and waterproofing may be used to reduce future water infiltration behind the granite.

The top landing slopes away from the building for drainage. It is in much better condition than the steps, but is in need of maintenance. We recommend cleaning, repair of mortar, replacement of joint sealants, and applying a clear penetrating water repellent.

The galvanized steel railings have reached the point where the zinc has been depleted and the underlying steel is beginning to rust. The anchor bolts are badly rusted. We recommend removing the railings, applying 2 coats of epoxy and reinstalling the railings with new anchors.

Since the initial field investigation, the masonry steps and cheek wall have been repaired.



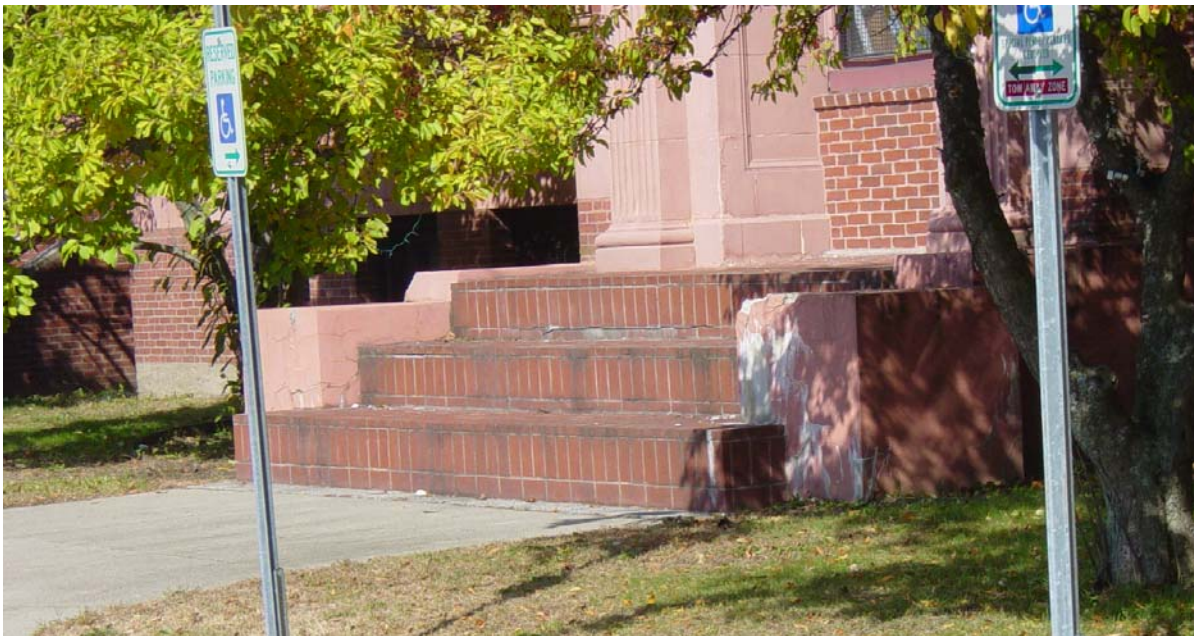


**Photo 16** - Concrete site walls appears to be in good condition, but application of inexpensive clear penetrating water repellent will extend their life. Brick wall at building is in good condition.





**Photo 17** - South elevation of east wing.



**Photo 18** - Former entrance steps to east wing. Note deteriorated mortar and cheek walls. Entrance to west wing is similar. We recommend installing granite treads, risers and wall caps. Since the initial field investigation, the masonry steps and cheek wall have been repaired.





**Photo 19** - East elevation of east wing, with link to library. Brick and mortar is failing at arch above square window. Concrete handicap ramp in foreground is deteriorating, appears to have been patched in many places. Applying clear penetrating water repellent to concrete is recommended.





**Photo 20** - West elevation of library. Windows were fully replaced in 1986, and brick walls were infilled below. Some areas of mortar and cast stone are in poor condition. Masonry cornice is badly stained.



**Photo 21** - Library steps are in similar condition to steps elsewhere, and so are our recommendations. See photo 15, similar.





**Photo 22** - Library entrance. Cast stone has been coated with light terra cotta colored treatment, likely applied in 1986. Large amounts of spalling of the cast stone is visible behind the treatment, evidence that moisture is getting trapped.

Doors and windows are in fair condition, but show an aesthetic mismatch with the building architecture.



**Photo 23** - West side of building. See extensive deterioration of cast stone sills and banding. Poorly matched patch was applied to the sill, above. The rough texture of the cast stone is more difficult and costly to match than smooth. It appears that someone had cut the joints out with the intention of removing the piece.

Also notable is the rebuilt brick at the window head. New galvanized steel heads were installed at many windows, likely in 1986 as part of the major renovation at that time, which included partial window replacement.

Seen to the right, below the window is a typical classroom vent. One vent is typically provided per classroom, although in some locations they have been removed and crudely filled in. The existing vents are not capable of deflecting wind driven rain, as are new vent designs.





**Photo 24** - Rear of building. Face brick is cracking and separating at the northeast and northwest corner of the west wing, causing the diagonal cracking seen above. Approximately 120 s.f. of brick must be rebuilt at each corner.



**Photo 25** - Rear of building. Face brick is moving outward above windows, causing cracking as seen. At several locations, brick has moved to the edge of the lintel at the window head. Eventually this could lead to the brick falling off. We recommend removal and rebuilding of the effected wall areas.



**Photo 26** - Rear of building. Previous repointing job applied a thin (1/8") layer of new mortar over existing joints. Note mortar flanking the lower window, much of which is falling off. Granite sills are in very good condition. Note classroom vent on right, crudely covered over with a metal sheet.





**Photo 27** - Rear of building. Previous repointing job appears to have held up well in some areas, but is very soft. Sand easily rubs off the surface of the mortar. Joints were not compacted or tooled. The joints are quite absorptive and allow for easy ingress of water into the wall.

Also note missing grout at the cast stone joints.





**Photo 28** - Rear of building. When the building was previously repointed (date not known), new mortar was applied in a very thin layer (approximately 1/8" thick) over the old mortar. At the center of the picture above, a small area of newer mortar has popped off, revealing the original mortar below.

The current industry standard for repointing is to cut back the mortar to a depth equal to twice the height of the joint. In our case, we would cut the mortar back 3/4" to 1" deep for a 3/8" high joint. In addition, the new joints would be packed and tooled concave. This is structurally superior, better at shedding water and far more durable than the current joint.

All exterior walls on the High School are old style "barrier walls", not new style "cavity walls". Cavity walls have an interior waterproofing layer and drainage space, whereas barrier walls do not. In barrier walls, it is more critical to maintain joints in good condition, since they are the primary means of keeping water out.

An additional "belts and suspenders" means of keep water out is to apply a clear, breathable penetrating water repellent to the entire outside face of the wall. This must be applied over structurally sound mortar.



**Photo 29** - RILEM test 11.4. This test is used to measure the absorptivity of the brick and mortar. At the test on the left above, the brick rapidly absorbed the water and failed in 30 seconds. The test of the mortar on the right failed in 19 minutes. The more rapid the failure, the more absorptive the material. See the body of the report for more information on the test.

The test was performed at the sections of the building constructed in 1895, 1910 and 1929, where different types of brick and mortar were used, with the following results:

**Test #1:** Wing constructed in **1895**

- Brick: failed in **30 seconds**
- Mortar: failed in **19 minutes**

**Test #2:** Wing constructed in **1910**

- Brick: failed in **2 minutes**
- Mortar: failed in **4 minutes**

**Test #3:** Wing constructed in **1929**

- Brick: failed in **10 minutes**
- Mortar: **passed.**





**Photo 30** - Close up of cracked brick pier between windows, which occurs in a dozen or so locations. This is most likely caused by high moisture build up within the narrow pier, causing cracking in freezing weather. Face brick at pier must be removed and rebuilt. This will disturb the existing window frames and sealants.





**Photo 31** - Rear of building. Stair has deteriorated badly and is hazardous to walk on. Cheek wall/retaining wall is sound, with superficial deterioration. Railings are rusting. Reconstruction of stairs, repair of wall and refinishing of railings is recommended.





**Photo 32** - Physical Plant. Smokestack shows severe cracking at top, possibly due to lightning strikes. Some cracks may be up to 8" wide. Inspection and repair is recommended. Picture taken from east side.



**Photo 33** - Technical High School entrance. Cracked and spalled areas of plaza concrete and brickwork need repair or replacement. Sealant joints at slabs have failed and need to be replaced. Some handrails are missing at some steps, and need to be provided. Existing galvanized steel rails are beginning to rust. Brick planters are crudely constructed and poorly detailed, causing damage to the concrete, and need to be replaced.





**Photo 34** - Technical High School entrance. The exterior masonry walls are in very good condition and require only minor work. Some areas of stucco soffit are failing and need repair.

Windows lack head flashing and weeps, causing severe damage to interior wood trim. Caulking is approximately 24 years old and beginning to fail; replacement is recommended.





**Photo 35** - Rear of Technical High School. Windows lack head flashing and weeps, causing severe damage to interior wood trim.



**Photo 36** - Rear of Technical High School Gymnasium. Northern exposure makes wall and windows vulnerable to wind driven rain. Reports of water leakage on the inside of this wall during rains.





**Photo 37** - Electrical Shop. Some windows show severe deterioration at the heads due to moisture; others do not. Indicates improperly detailed and installed head flashing.



**Photo 38** - Painting and Decorating Shop. Some windows show severe deterioration at the jambs due to moisture; others do not. Indicates improperly sealed air/vapor barrier.



**Photo 39** - West wing roof. Due to high winds and uplift forces, some areas of the EPDM membrane are experiencing adhesive failure, separating from the insulation. Many small voids were noted below the membrane. Some areas of plywood are pulling off the back of the parapets. The area of roof behind the photovoltaic cells has been recently replaced. See Sketch SK-3.



**Photo 40** - West wing roof. Due to high winds and uplift forces, some areas of the EPDM membrane are experiencing adhesive failure.





**Photo 41** - Link/west entry roof. Like most access ladders at the High School, this one is damaged and not OSHA compliant. Replacement is recommended.



**Photo 42** - Central wing, northwest (northeast is similar). Some areas of roof have been “stripped in”, adding EPDM flashing on top of all joints, in an effort to reduce leaks and extend the service life of the roof. Adhesive bond between the membrane and insulation is failing in some areas.





**Photo 43** - Physical Plant. New PVC roof installed summer 2010. Roof over receiving is from 1986.



**Photo 44** - Central wing, south. Existing roof is well adhered and in good condition.



**Photo 45** - Central wing, north. Curb flashing is severely deteriorated in locations such as roof hatches and the bird netting support structure. Several patches are seen. Netting and support structure are damaged in some areas. Roof at auditorium beyond appears to be in very good condition.



**Photo 46** - East wing. New PVC roof with RhinoBond fasteners installed summer 2010.





**Photo 47** - Library wing. Asphalt shingle roof, gutters, flashing and flat roofs appear to be in good condition.

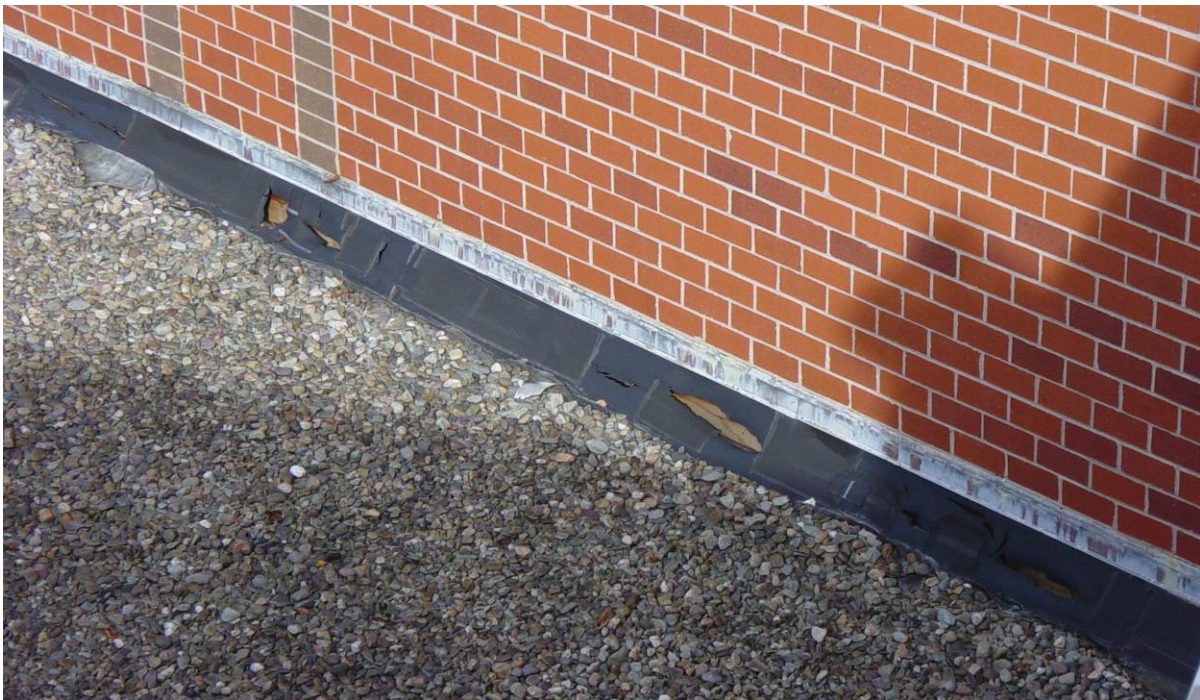


**Photo 48** - Foreground: Library wing. Deterioration seen at copings, joints and flashings. Roof hatch left open. Background: Ballasted roof at Technical High School gymnasium.





**Photo 49** - Gymnasium. Wind has dislocated ballast and torn the protection fabric at the northeast and northwest corners. EPDM membrane is cracked and deteriorated along the perimeter edge, but appears to be in good condition where covered.



**Photo 50** - Adjacent to gymnasium. Roof to wall flashing has failed, leaving gaping holes which let in water.





**Photo 51** - Atrium monitors. EPDM curb flashing shows splits, holes and cracks. Replacement of all curb flashing is recommended.



**Photo 52** - Health Clinic (CHA Somerville Teen Connection) Roof. Constructed in 2006 (est.)





**Photo 53** - Fenced in area at Technical High School Roof. Originally designed as a lab for HVAC classes, this area is cluttered with abandoned equipment. Dozens of deteriorated roof penetrations have led to water leakage into the computer lab below.



**Photo 54** - Computer lab ceiling, rigged with collectors and plastic tubing to catch and direct roof leaks.



---

**MAGUIRE GROUP INC.** was founded in 1938 and since that time, has grown to become one of the Northeast's leading architectural, engineering and planning firms. Maguire has offices in Maine, Massachusetts, Rhode Island, Connecticut, New Hampshire, New Jersey, Pennsylvania, and the U.S.V.I.

With over 175 professionals and support staff located in 6 offices throughout these 6 states and territories, Maguire provides a full complement of A/E/P services competitive with other nationally known firms. These local offices also allow our staff to develop the particular parochial skills required to coordinate permits with the various regulatory agencies in each of these states and within various counties. For more information about Maguire, please visit our website at [www.maguiregroup.com](http://www.maguiregroup.com). For more information about this report, please contact: Thomas H. Cousineau, AIA, LEED®AP, Project Manager, 508-543-1700, ext. 318, [TCousineau@MaguireGroup.com](mailto:TCousineau@MaguireGroup.com).