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

1. Introduction

The South Shore Regional Vocational School District, ("Owner") is seeking the services of a qualified OPM "Owner's Project Manager" as defined in Massachusetts General Laws Chapter 149, Section 44A½ and as further defined by the provisions of this RFS, to provide Project Management Services for the design, construction, addition to and /or renovation of the South Shore Regional Vocational Technical High School ("SST") in Hanover, Massachusetts ("Project").

The Owner is requesting the services of an OPM to represent the Owner during the feasibility study and schematic design phases of the project initially. Subject to the approval of the Project by the Massachusetts School Building Authority (the "MSBA") and further subject to continued funding authorized by the South Shore Regional Vocational School District, the contract between the Owner and the Owner's Project Manager may be amended to include continued Project Management Services through design development, construction documents, bid and award, construction and final closeout of the potential Project. A potential approved Project may include a renovation of the existing School, a renovation and addition of the existing School and/or new construction. The estimated total project costs of an approved potential Project may range from $101,000,000 to $201,000,000, 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 Board of Directors.

2. Background

Any references to "District" in this RFS refers to the Owner, the South Shore Regional Vocational School District.

The South Shore Regional Vocational School District oversees SST, which is located at 476 Webster Street, Hanover, MA 02339. The District consists of eight member towns (Abington, Cohasset, Hanover, Hanson, Norwell, Rockland, Scituate and Whitman). The District is the second oldest regional vocational school district in Massachusetts, created in 1960 and opened in 1962.

The School Committee consists of one representative from each member town who is appointed by respective Select Boards for three-year terms. The School Committee Chair is elected by a ballot vote on an annual basis. The School Committee has several standing subcommittees, including a Capital Projects Subcommittee, which has in the past served as a OPM and Designer Selection committee for non-MSBA projects.

3. Project Description, Objectives and Scope of Services

On or about June 2, 2021, the Owner submitted a Statement of Interest (Attachment A) to the MSBA for South Shore Regional Vocational Technical 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 October 26, 2022 Board of Directors meeting, the MSBA voted to issue an invitation to the Owner to conduct a feasibility study for this Statement of Interest to identify and study possible solutions and, through a

collaborative process with the MSBA, reach a mutually-agreed upon solution. The MSBA has not approved a Project and the results of this feasibility study may or may not result in an approved Project.

It is anticipated that the feasibility study will review the problems identified in the Statement of Interest at the South Shore Regional Vocational Technical High School.

SST is a single-story building, 121,000 square feet, on 35 acres. There are other outbuildings on campus including a ticket booth and press booth near the football field, concession stand, locker room/horticulture shop space, maintenance building, greenhouse and a modular unit containing three small classrooms. There are wetlands on the borders of the property. There is also a septic leaching field in the school's front yard. The District is in the process of buying 436 Webster Street, an adjacent residential property to use for administrative and operations space and expanded parking.

SST opened in 1962 to students in grades 11-12. By 1964 there was an enrollment of 142 students for five vocational programs: Automotive Repair, Electronics, Auto Body Repair, Machine Shop and Precision Metals. Today, SST has an enrollment of 656 students and a waiting list for the start of the 22-23 school year. SST offers the following Chapter 74 programs: Automotive, Culinary Arts, Carpentry, Cosmetology, Electrical, Graphic Communications/Design & Visual Communications, Computer Information Technology, HVAC-R, Allied Health, Advanced Manufacturing/Electronics (referred to as Manufacturing Engineering Technology), Metal Fabrication/Welding and Horticulture & Landscape Construction. We also offer a full complement of academic courses in English, mathematics, science, social studies and physical education.

In 1978, a five-room addition was added, which now houses the science department. Another addition was constructed in 1992 that houses eight vocational programs including a restaurant, a beauty salon and a 65 tiered seat lecture hall and library/media center. In 1996, a detached 2,914 square foot garage/storage area was built by the carpentry program. In 2000, a 1,600 square foot, three room modular unit was added outside the building envelope. In 2016-17, a 3,000 square foot maintenance building was constructed by our students and staff. This helped reduce the space issue for storage as cited in a 2013 NEASC report. In 2019, an existing out building was renovated to house the Horticulture and Landscape Construction program. To provide additional educational space, significant amounts of supplies and equipment have been relocated to our outbuildings for storage of school supplies and equipment. One of these storage buildings was renovated in 2019 for the Horticulture & Landscape Construction program and an additional locker room. In 2020 a greenhouse was constructed on campus for additional instructional space for the Horticulture & Landscape Construction program.

<u>Building Square Footage Summary</u>
1962 Original Building: 76,150
1978 Addition: 6,250
1992 Addition: 38,600
Modular Building: 1,650
Maintenance Building: 2,950
Concessions Building: 650
Barn: 3,100
Weight Room: 650
Total Building SF: 130,000

In November 2022, the Owner purchased a two-acre residential property at 436 Webster Street and intends to use the buildings on this property for district operations and storage.

For more building and systems information, the District’s 2021 SOI is provided as Attachment A.

In 2018, the Owner commissioned a Facilities Master Plan. The plan found general under sizing of instructional and common areas and prioritized long-term capital maintenance projects.

As a result of a collaborative analysis with the MSBA of enrollment projections and space capacity needs for the South Shore Regional Vocational Technical High School, the South Shore Regional Vocational School District acknowledges and agrees that the design of alternatives, which may be evaluated as a part of the feasibility study for the South Shore Regional Vocational Technical High School, shall be based in accordance with the following:

Enrollment for Grades 9-12 as currently configured:	**Enrollment for Grades 9-12 with Proposed Expansion of Chapter 74 Programming based on current District membership:**	**Enrollment for Grades 9-12 based on current district membership:**	**Enrollment for Grades 9-12 with Proposed Expansion of Chapter 74 Programming based on expanded District membership to include Marshfield:**	**Enrollment for Grades 9-12 based on expanded District membership to include Marshfield:**
645 students	805 students	Between 645-805 students	975 students	Between 645-975 students

The MSBA's certified enrollment figures include the potential for the addition of a new community (Marshfield). This has not been determined as of yet, but the earliest point that this could be determined is Spring 2023, pending Commissioner of Education approval by December 31, 2023, and a formal entrance to the district as of July 1, 2024.

Project Objectives under consideration by the Owner include:

- More instructional space, common space, office/meeting space and parking to accommodate the existing student body plus additional students who are unable to attend due to space limitations;
- General Building upgrades including but not limited to items in the 2018 Facilities Master Plan;
- Identification of community concerns that may impact study options;
- Integration of 436 Webster Street into overall school needs;
- Identification of specific milestone requirements and/or constraints of the District;
- Identification of alternative sites;
- Life cycle costs of operating the School as it relates to future operational budgets;
- Northeast Collaborative for High Performance Schools (NE-CHPS) criteria or US Green Building Council's LEED for Schools (LEED-S) Rating System;
- CM-at-Risk Delivery Method.

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

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

3. Construction Phase. ***24-36*** months*

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

4. Minimum Requirements and Evaluation Criteria:

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

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

- The Project Director shall be a person who is registered by the Commonwealth of Massachusetts as an architect or professional engineer and who has at least five years' experience in the construction and supervision of construction and design of public buildings;
  or,
- if not registered as an architect or professional engineer, the Project Director must be a person who has at least seven years' experience in the construction and supervision of construction and design of public buildings.

Evaluation Criteria

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

1) Past performance of the Respondent, if any, with regard to public, private, Department of Education funded and MSBA-funded school projects across the Commonwealth, as evidenced by:
   a) Documented performance on previous projects as set forth in Attachment C, including the number of projects managed, project dollar value, number and percentage completed on time, number and dollar value of change orders, average number of projects per project manager per year, number of accidents and safety violations, dollar value of any safety fines, and number and outcome of any legal actions (up to 15 points);
   b) Satisfactory working relationship with designers, contractors, Owner, the MSBA and local officials. (up to 10 points)
2) Thorough knowledge of the Massachusetts State Building Code, regulations related to the Americans with Disabilities Act, and all other pertinent codes and regulations related to successful completion of the project. (up to 5 points)
3) Thorough knowledge of Commonwealth construction procurement laws, regulations, policies and procedures, as amended by the 2004 Construction Reform laws and knowledge and experience with CM-At-Risk Procurement methodology (up to 5 points)
4) Management approach: Describe the Respondent's approach to providing the level and nature of services required as evidenced by proposed project staffing for a potential (hypothetical) proposed project for new construction of ***260,000*** square feet or renovation of ***130,000*** square

feet; proposed project management systems; effective information management; and examples of problem solving approaches to resolving issues that impact time and cost. (up to 10 points)

5) Key personnel: Provide an organizational chart that shows the interrelationship of key personnel to be provided by the Respondent for this project and that identifies the individuals and associated firms (if any) who will fill the roles of Project Director, Project Representative and any other key roles identified by the Respondent, including but not limited to roles in design review, estimating, cost and schedule control. Specifically, describe the time commitment, experience and references for these key personnel including relevant experience in the supervision of construction of several projects that have been either successfully completed or in process that are similar in type, size, dollar value and complexity to the project being considered. (up to 10 points)
6) Capacity and skills: Identify existing employees by number and area of expertise (e.g. field supervision, cost estimating, schedule analysis, value engineering, constructability review, quality control and safety). Identify any services to be provided by sub-consultants. (up to 10 points)
7) Identify the Respondent's current and projected workload for projects estimated to cost in excess of $1.5 million. (up to 5 points)
8) Familiarity with Northeast Collaborative for High Performance Schools criteria or US Green Building Council's LEED for Schools Rating System. Demonstrated experience working on high performance green buildings (if any), green building rating system used (e.g., NE-CHPS or LEED-S), life cycle cost analysis and recommendations to Owners about building materials, finishes etc., ability to assist in grant applications for funding and track Owner documentation for NE-CHPS or LEED-S prerequisites. (up to 5 points)
9) Thorough knowledge and demonstrated experience with life cycle cost analysis, cost estimating and value engineering with actual examples of recommendations and associated benefits to Owners. (up to 10 points)
10) Knowledge of the purpose and practices of the services of Building Commissioning Consultants. (up to 5 points)
11) Financial Stability: Provide current balance sheet and income statement as evidence of the Respondent's financial stability and capacity to support the proposed contract. (up to 5 points)

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

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

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

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

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

5. Selection Process and Selection Schedule Process

1) The Superintendent-Director will review all responses and identify those that meet the minimum eligibility requirements set forth in Section 4 above. All documentation provided by eligible respondents will be provided to the OPM Selection Subcommittee. The OPM Selection Subcommittee will be comprised of the School Committee's standing Capital Projects Subcommittee and the Superintendent-Director as a non-voting member. This subcommittee will be confirmed by a vote of the School Building Committee. The reviewers will rank the Responses based on the weighted evaluation criteria identified in the RFS and shall short-list a minimum of three Responses. Cumulative point totals for each respondent will be tabulated and the three highest point-earning respondents will proceed to the next phase of the evaluation process.
2) Identified reviewers must rank the Responses based on the weighted evaluation criteria identified in the RFS and must short-list a minimum of three Responses.
3) The Superintendent-Director will contact at least three (3) references for each of the top three Respondents. Feedback from the references will be shared with the OPM Selection Subcommittee but the information will not become a weighted part of the rating process. The OPM Selection Subcommittee will schedule and conduct interviews with the top three Respondents. The Respondents will be asked the same standard questions and may also be asked questions specific to (a) their RFS responses as they relate to the criteria in Section 4 and (b) reference check information. After completing the interviews, each member of the OPM Selection Subcommittee will re-rank each Respondent, based on a cumulative point total of answers to interview questions. The Subcommittee will not factor in the original scores with the interview scores. The Owner reserves the right to require the three top-ranked Respondents to submit additional information.
4) The Superintendent-Director will contact the Respondent ranked in first place by the OPM Selection Subcommittee and begin fee negotiations by requesting a detailed fee proposal for the OPM services set forth in Attachment B, Contract for Project Management Services, indicating hourly rates and time allocations for the proposed key personnel for each phase of the work, as well as a total proposed not-to-exceed fee, from the Respondent. Based on the fee proposal, the Superintendent-Director will attempt to negotiate a satisfactory fee for the contract. When the Superintendent-Director has negotiated a satisfactory fee with a Respondent, the Respondent and the Owner and will execute the Contract for Project Management Services found in Attachment B. A final estimated or actual project construction cost that exceeds the estimated project construction cost provided in this RFQ will not necessarily constitute a justification or basis for an increase to the negotiated OPM fee.
5) The Owner will commence fee negotiations with the first-ranked selection.
6) If the Owner is unable to negotiate a contract with the first-ranked selection, the Owner will then commence negotiations with its second-ranked selection and so on, until a contract is successfully negotiated and approved by the Owner.
7) The selected firm will be submitted to the MSBA for its approval.
8) The selected firm may be asked to participate in a presentation to the MSBA and/or submit additional documentation, as required by MSBA, as part of the MSBA approval process.
9) The Owner reserves the right to re-advertise for OPM services or consider other eligible Respondents if the Owner receives fewer than three Responses meeting the minimum requirements set forth in Section 4, above if fee negotiations fail to produce a contract acceptable to the Owner.

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

December 7, 2022	RFS appears in Central Register of the Commonwealth of Massachusetts, *The Patriot Ledger, Whitman-Hanson Express,* and Commbuys.
December 14, 2022 at 3:00 PM	Non-mandatory informational meeting and site inspection Enter at the main entrance.
December 15, 2022 at 2:00 PM	Last day for questions from Respondents
December 21, 2022 at 12:00 PM	Responses due by 12:00 PM
December 26, 2022	Respondents short-listed.
January 4, 2023	Interview and rank short-listed Respondents.
January 10, 2023	Negotiate with the selected Respondent.
January 11, 2023	Final selection submitted to the MSBA for review and approval
February 6, 2023	Anticipated MSBA OPM Review Panel Meeting
February 13, 2023	Anticipated execution of contract

The RFS may be obtained from:

Janine Andersen, Accounts Payable Officer
South Shore Regional Vocational Technical High School
476 Webster Street, Hanover, MA 02339
781-499-7411
jandersen@ssvotech.org

On or after Wednesday, December 7, 2022 during regular business hours (Monday - Friday 7am to 3pm).

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

Thomas J. Hickey, Superintendent-Director
South Shore Regional Vocational Technical High School
476 Webster Street, Hanover, MA 02339
thickey@ssvotech.org
781-499-7417
Facsimile: 781-982-0281

By 2:00 PM on Wednesday, December 15, 2022

Sealed Responses to the RFS for OPM services must be clearly labeled "Owner's Project Management Services for South Shore Regional Vocational Technical High School" and delivered to

Thomas J. Hickey, Superintendent-Director
South Shore Regional Vocational Technical High School
476 Webster Street, Hanover, MA 02339

no later than 12:00 PM on Wednesday, December 21, 2022. The Owner assumes no responsibility or liability for late delivery or receipt of Responses. All responses received after the stated submittal date and time will be judged to be unacceptable and will be returned unopened to the sender.

6. Requirements for content of response:

Submit eight (8) hard copies of the response to this RFS and one electronic version in PDF format on CD. All responses shall be:

- In ink or typewritten;
- Presented in an organized and clear manner;
- Must include the required forms in Attachment C;
- Must include all required Attachments and certifications;
- Must include the following information:

1. Cover letter shall be a maximum of two pages in length and include:
    a. An acknowledgement of any addendum issued to the RFS.
    b. An acknowledgement that the Respondent has read the RFS. Respondent shall note any exceptions to the RFS in its cover letter.
    c. An acknowledgement that the Respondent has read the Contract for Project Management Services. Respondent shall note any exceptions to the Contract for Project Management Services in its cover letter.
    d. A specific statement regarding compliance with the minimum requirements identified in Item 4 of this RFS to include identification of registration, number of years of experience and where obtained (as supported by the resume section of Attachment C), as well as the date of the MCPPO certification. (A copy of the MCPPO certification must be attached to the cover letter).
    e. A description of the Respondent's organization and its history.
    f. The signature of an individual authorized to negotiate and execute the Contract for Project Management Services, in the form that is attached to the RFS, on behalf of the Respondent.
    g. The name, title, address, e-mail and telephone number of the contact person who can respond to requests for additional information.
2. Selection Criteria: The response shall address the Respondent's ability to meet the "Selection Criteria" Section including submittal of additional information as needed. The total length of the Response (including Attachment C only but excluding Attachments A, B and D) may not exceed twenty (20) single-sided numbered pages with a minimum acceptable font size of "12 pt" for all text.

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

7. Payment Schedule and Fee Explanation:

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

8. Other Provisions

A. Public Record

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

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

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

C. Communications with the Owner

The Owner's Procurement Officer for this RFS is:

Thomas J. Hickey, Superintendent-Director
South Shore Regional Vocational Technical High School
476 Webster Street, Hanover, MA 02339
thickey@ssvotech.org
781-499-7417
Facsimile: 781-982-0281

Respondents that intend to submit a response are prohibited from contacting any of the Owner's staff other than the Procurement Officer. An exception to this rule applies to Respondents that currently do business with the Owner, but any contact made with persons other than the Procurement Officer must be limited to that business, and must not relate to this RFS. In addition, such respondents shall not discuss this RFS with any of the Owner's consultants, legal counsel or other advisors. ***FAILURE TO OBSERVE THIS RULE MAY BE GROUNDS FOR DISQUALIFICATION.***

D. Costs

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

E. Withdrawn/Irrevocability of Responses

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

F. Rejection of Responses, Modification of RFS

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

G. Subcontracting and Joint Ventures

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

H. Validity of Response

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

ATTACHMENTS:

Attachment A: Statement of Interest
Attachment B: Contract for Owner's Project Management Services
Attachment C: OPM Application Form – March 2017
Attachment D: Required Certifications
Attachment E: 2018 Facilities Master Plan

ATTACHMENT A
STATEMENT OF INTEREST

(DISTRICT TO ATTACH)

Massachusetts School Building Authority

Next Steps to Finalize Submission of your FY 2021 Statement of Interest

Thank you for submitting your FY 2021 Statement of Interest (SOI) to the MSBA electronically. **Please note, the District's submission is not yet complete**. The District is required to mail all required supporting documentation, which is described below.

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.

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 SOI will not be considered complete unless and until a summary of the accreditation report focused on the deficiency as stated in this SOI is provided.

ADDITIONAL INFORMATION: In addition to the information required above, 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 the MSBA at 617-720-4466 or SOI@massschoolbuildings.org.

Massachusetts School Building Authority

School District South Shore Regional Voc Tech

District Contact TEL:

Name of School So Shore Voc Tech High

Submission Date 6/2/2021

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 mail hard copies 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 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 in a format acceptable to the MSBA. If Priority 1 is selected, your SOI will not be considered complete unless and until you provide the required engineering (or other) report, a professional opinion regarding the problem, and photographs of the problematic area or system. If Priority 3 is selected, your SOI will not be considered complete unless and until you provide a summary of the accreditation report focused on the deficiency as stated in this SOI.

LOCAL CHIEF EXECUTIVE OFFICER/DISTRICT SUPERINTENDENT/SCHOOL COMMITTEE CHAIR
(E.g., Mayor, Town Manager, Board of Selectmen)

Chief Executive Officer *	**School Committee Chair**	**Superintendent of Schools**
Thomas Hickey	Robert Heywood	Thomas Hickey
Superintendent of Schools		
		
(signature)	(signature)	(signature)
Date	Date	Date
5/28/2021 11:06:44 AM	6/2/2021 8:47:02 AM	5/28/2021 11:06:02 AM

* Local chief executive officer: In a city or town with a manager form of government, the manager of the municipality; in other cities, the mayor; and in other towns, the board of selectmen unless, in a city or town, some other municipal office is designated to the chief executive office under the provisions of a local charter. Please note, in districts where the Superintendent is also the Local Chief Executive Officer, it is required for the same person to sign the Statement of Interest Certifications twice.

Massachusetts School Building Authority

School District South Shore Regional Voc Tech

District Contact TEL:

Name of School So Shore Voc Tech High

Submission Date 6/2/2021

Note

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

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

SOI Vote Requirement

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

SOI Program: Core **Potential Project Scope:** Renovation/ Addition
Is this a Potential Consolidation? NO

Is this SOI the District Priority SOI? YES

School name of the District Priority SOI: 2021 So Shore Voc Tech High

Is this part of a larger facilities plan? YES

If "YES", please provide the following:

Facilities Plan Date: 2/14/2018

Planning Firm: Drummey Rosane Anderson, Inc.

Please provide a brief summary of the plan including its goals and how the school facility that is the subject of this SOI fits into that plan:

Please note: This plan was submitted hard copy in 2018. Please see our 2018 file for hard copy of the plan. In the Fall of 2017, the South Shore Regional School District hired DRA to help develop a 10-year comprehensive plan for the South Shore Regional Vocational Technical High School, located in Hanover, MA. The regional school district is comprised of the following towns: Abington, Cohasset, Hanover, Hanson, Norwell, Rockland, Scituate, and Whitman. The existing South Shore Vocational Technical High School is a single level building which opened in 1962. There were additions constructed to the original building in 1978 and 1992 and the campus consists of smaller out buildings (concessions building, maintenance building, and storage barn) and several shed type storage buildings for the various shops. The goal of the plan was to help guide the district's capital investments to maintain and modernize its existing building and grounds and help make well-informed decisions for future building renovations and additions to address lack of space and growing school enrollment. In late 2017, DRA and its consultant team performed site visits to the existing facility to perform an existing conditions assessment as well as reviewing the information provided by the Owner. The bulk of this documentation is provided in the Existing Conditions Report (ECR) and various Appendices for the individual consultant reports. An existing space study analysis was also provided and is also included in the ECR. This space study analysis looked at the size of the existing vocational shops and compared them to the Chapter 70 recommendations for square foot per students and current enrollments. This helped to determine which of the existing vocational shops were undersized. A similar analysis was done for academic classroom and other program spaces and compared them to the MSBA High School space study standards. This existing condition analysis also looked at other various infrastructure and finishes and helped develop a list of recommendations for work to be included in future renovations/building additions. This list of recommendations was then reviewed with the capital project committee and were categorized by priority (high, medium, and low). DRA also looked at potential options for additions to the existing facility to help minimize the space constraints. The various options are shown in the Potential Options section. Preliminary cost data was also developed for both the potential options and list of recommendations.

Please provide the current student to teacher ratios at the school facility that is the subject of this SOI: 10 students per teacher

Please provide the originally planned student to teacher ratios at the school facility that is the subject of this SOI: 10 students per teacher

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

Does the District have related report(s)/document(s) that detail its facilities, student configurations at each facility, and District operational budget information, both current and proposed? YES

If "YES", please provide title, author, and date of report in area below.

Long-Range Facilities Plan Author: Thomas Hickey Revised: January 2020

Please include a hard copy of these report(s)/document(s).

Is there overcrowding at the school facility? YES

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

Several vocational programs do not meet Chapter 74 space standards for their current enrollments, including but not limited to: Automotive, Health Assisting, Carpentry, Computer Information Technology, HVAC, and Electrical. Also the cafeteria, kitchen and science labs are undersized.

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 description of the local budget approval process for a potential capital project with theMSBA. Include schedule information (i.e. Town Meeting dates, city council/town council meetings dates, regional school committee meeting dates). Provide, if applicable, the District's most recent budget approval process that resulted in a budget reduction and the impact of the reduction to the school district (staff reductions, discontinued programs, consolidation of facilities).

The school committee held its FY22 public budget hearing on January 27, 2021. It will certify its FY22 budget proposal on February 17, 2021. There are no budget reductions that adversely impact school facilities, class sizes and educational programs. Its last budget approval process for FY21 did not have any adverse effects on school facilities, class sizes and educational programs.

General Description

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

South Shore Regional Vocational Technical High School (SST) opened its doors in 1962 to students in grades 11-12. By 1964 there was an enrollment of 142 students from 5 vocational programs: Automotive Repair, Electronics, Auto Body Repair, Machine Shop and Precision Metals. In 1978 a 5 room addition was added which now houses the science department. Another addition was constructed in 1992 which houses 8 vocational programs including a working restaurant, a working beauty salon and a 125 tiered seat lecture hall. In 1996, a detached 2,914 square foot garage/storage area was built by the carpentry program. In 2000, a three room modular unit was added outside the building envelope. In 2016-17, a 3,000 square foot maintenance building was constructed by our students and staff. This helped reduce the space issue for storage as cited in a 2013 NEASC report. In 2019 an existing out building was renovated to house the Horticulture and Landscape Construction program.

SST now has an enrollment of 637 students and a waiting list as of the start of the 2020-2021 school year.

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

130000

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).

SST is a single story building, 121,000 square feet, on 35 acres. As outlined below, there are other smaller buildings on campus totaling 9,000 square feet (two storage/maintenance barns, concession stand and a student-built maintenance building constructed during the 2016-17 school year). The school also has three modular classrooms installed in 2000 that total 1,600 square feet.

There are wetlands on the borders of the property. There are no known structural conditions that would impact this project. There is also a septic disposal field in the school's front yard.

Building Square Footage

Original Building (1962): 76,150
1978 Addition: 6,250
1992 Addition: 38,600
Modular Building: 1,650
Maintenance Building: 2,950
Concessions Building: 650
Barn: 3,100
Weight Room: 650

Total Building SF: 130,000

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)

476 Webster Street, Hanover, MA 02339

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

The building envelope is 8'x16" cinder block walls with brick face. There are no problems or conditions with the building envelope. The windows were replaced in two phases in 2007 and 2011, and the roof over the 1962 original building was replaced in 2011.

The original building is primarily brick face with CMU back-up. There is a minimal cavity and there does not appear to be any insulation in the existing exterior walls. The windows and roof of the original building were replaced 5 years ago. The windows are double pane thermally efficient windows and the roof is a white PVC roof. The 1978 addition appears to be similar to the original building.

The 1992 addition is primarily brick face with metal stud back-up with acoustical insulation. The windows and roof are original to the 1992 addition. The windows are aluminum frame with some operable sections. The roof is a black EPDM that has been maintained through the years, but is reaching the end of its useful life expectancy.

Has there been a Major Repair or Replacement of the EXTERIOR WALLS? NO
Year of Last Major Repair or Replacement:(YYYY) 2011
Description of Last Major Repair or Replacement:
As part of a MSBA roof and window project, there was minor masonry work done around the exterior walls of the building. This was not a major project but the application required that a response be given in this section.

Roof Section A
Is the District seeking replacement of the Roof Section? NO
Area of Section (square feet) 71000
Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe)
Sarnafil
Age of Section (number of years since the Roof was installed or replaced) 7
Description of repairs, if applicable, in the last three years. Include year of repair:
Roof replaced over 1962 original building in 2011.

Roof Section B
Is the District seeking replacement of the Roof Section? YES
Area of Section (square feet) 38181
Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe)
EPDM
Age of Section (number of years since the Roof was installed or replaced) 26
Description of repairs, if applicable, in the last three years. Include year of repair:
In 2012, 2013 and 2014 seam and flashing repairs were completed as part of a stop-gap measure. The scope of the work included cleaning the existing membrane with EPDM splice wash, and applying splice primer and 5" wide cover strip materials. Cross lap intersections were detailed with lap sealant. Curb flashings and pipe penetrations were inspected and detailed as needed. The scope of this work was to extend the life of the roof by 5 or more years. The work was completed by Silktown Roofing. In any major renovation to the school, this section of roof should be replaced. PLEASE NOTE: As of the 2018-19 school year, we now have leaks in at least five areas resulting in damaged ceiling tiles.

Window Section A
Is the District seeking replacement of the Windows Section? NO
Windows in Section (count) 45

Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe))
The windows installed in the 1992 addition were aluminum frame type, double pane insulated windows as recommended by HKT Architects who designed the building addition. The district intends to fund a window replacement project in FY22.
Age of Section (number of years since the Windows were installed or replaced) 26
Description of repairs, if applicable, in the last three years. Include year of repair:
Several operable windows have failed and parts are difficult or impossible to obtain.

Window Section B
Is the District seeking replacement of the Windows Section? NO
Windows in Section (count) 28
Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe))
In 2007 we replaced the first phase of windows to the building with Peerless aluminum frame double pane windows. These windows were constructed with high performance low E insulated glass, aluminum frames and double pane type.
Age of Section (number of years since the Windows were installed or replaced) 11
Description of repairs, if applicable, in the last three years. Include year of repair:
N/A

Window Section C
Is the District seeking replacement of the Windows Section? NO
Windows in Section (count) 75
Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe))
These windows were also aluminum framed double pane windows. They adhered to the same specification as the 2007 replacement: high performance low E insulated glass, double pane aluminum frame window units.

The 7 gym windows are Kalwall.
Age of Section (number of years since the Windows were installed or replaced) 7
Description of repairs, if applicable, in the last three years. Include year of repair:
N/A

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

The building has two separate HVAC systems with separate controls. There is no overall building management system.

The 1962 building has a pneumatic controlled HVAC system. The 1992 addition has a separate electrically controlled system. Both systems operate off time clocks with functioning night set back. All rooftop units are gas fired and controlled by Honeywell TH8000 series programmable thermostats. The science wing had a new roof top unit installed during the 2011 roof and window renovation. The school is equipped with a 1990 Weil McLain dual fire burner/boiler and three 2016 Camco 3000MBH gas-fired high efficiency condensing boilers.

In 2015 we replaced all the pneumatic thermostats with Cypress Wireless Pneumatic Thermostats with BACnet Integrated Automation System which incorporates DDC functionality.

The building has 2 transformers: The 1962 building has a 208-volt 1200 amp service and the 1993 has a 480 volt 1200 amp service. Interior and exterior lighting systems have been upgraded periodically.

We still utilize the original motor control panel, which is still functional, but starters/heaters are burning out and replacements need to be retrofitted. In addition, breaker switches are wearing out and need to be replaced. This unit has served the district well but it is nearly 60 years old and at the end of its functional life.

The 1992 addition's motor control unit has had no mechanical issues or repairs and appears to be in functioning condition.

Boiler Section 1
Is the District seeking replacement of the Boiler? NO
Is there more than one boiler room in the School? YES
What percentage of the School is heated by the Boiler? 85
Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other)
Natural gas
Age of Boiler (number of years since the Boiler was installed or replaced) 2
Description of repairs, if applicable, in the last three years. Include year of repair:
The 1962 H.B. Smith boiler was replaced through the ARP in early 2016.

Boiler Section 2
Is the District seeking replacement of the Boiler? NO
Is there more than one boiler room in the School? YES
What percentage of the School is heated by the Boiler? 85
Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other)
Natural Gas; Fuel oil is the back up source.
Age of Boiler (number of years since the Boiler was installed or replaced) 28
Description of repairs, if applicable, in the last three years. Include year of repair:
Regular maintenance on this boiler has prevented the need for major repairs in the last three years.

Has there been a Major Repair or Replacement of the HVAC SYSTEM? YES
Year of Last Major Repair or Replacement:(YYYY) 2011
Description of Last Major Repair or Replacement:
In 2005, we replaced the 3 way valve, installed a new computerized hot water sequencer and outdoor transmitter with night set back, replaced unit ventilator controls, and added programmable thermostats to roof top units.

In 2011, we replaced a roof top unit during the roof replacement project.

The district replaced 4 rooftop units over its 1992 addition in June 2017.

Has there been a Major Repair or Replacement of the ELECTRICAL SERVICES AND DISTRIBUTION SYSTEM? YES
Year of Last Major Repair or Replacement:(YYYY) 2013
Description of Last Major Repair or Replacement:
We rewired the 1978 addition and also installed new exterior lighting in a portion of the parking lots where the lighting was inadequate.

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

The 1962 building has terrazzo hallway floors with polished brick walls and plastered ceilings with "popcorn" finish. The classrooms and offices in this area are split with carpet, VCT and asbestos floor tiles. These tiles are in good condition and checked every six months during the AHERA inspections. In 2019-2020 the tiles were covered with new VCT tiles. The hallway and classroom floors in the 1978 addition are VCT and walls are painted cinder block. This addition has become a science wing and has been renovated by our staff. The 1992 addition flooring is split between VCT and concrete floors. The hallway walls are tiled and the shops and related room walls are sheet rock. Interior lighting fixtures use T-8 lamps. We have re-lamped with 25 watt Alto 2 energy efficient tubes and have added motion sensors in various areas. In the summers of 2015 and 2016 the restrooms were renovated in the 1962 building to partially address accessibility issues. In 2016 we also retrofitted all lighting in the gym, cafeteria and outdoors to LED. In 2018 we replaced the flooring in library, main office and student services office with LVT. From 2017-19 we replaced the hallway lights and shop lights with LEDs and new fixtures.

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

SST offers the following Chapter 74 programs: Automotive, Collision Repair, Culinary Arts, Carpentry, Cosmetology, Electrical, Electronics, Graphic Communications/Design & Visual Communications, Computer Information Technology, HVAC-R, Allied Health, Precision Machine Technology, Metal Fabrication/Welding and Horticulture & Landscape Construction. We also offer a full complement of academic courses in English, mathematics, science, social studies and physical education.

While all programs are operational, several are undersized. We cannot expand our Allied Health program to meet current student demand due to space constraints. We also have an Automotive program which is too small and has been recommended for expansion by recent NEASC accreditation visits. Our HVAC, Electrical and Carpentry programs are in shop spaces that are too small to meet student demand. Our physical education program does not have dedicated classroom space and cannot provide a full class (e.g. 20 students) access to a weight room or physical fitness equipment. Our science labs exist in retrofitted classrooms that are under 800 square feet; this requires the district to place limits on teacher/student ratios in the science labs. Our science chemical storage space is inadequate and has been cited on recent NEASC reports. We have three classrooms in a 20-year-old modular unit that presents a security and space challenge as it is not part of the building envelope.

EDUCATIONAL SPACES: Please provide a detailed description of the Educational Spaces within the facility, a description of the number and sizes (in square feet) of classrooms, a description of science rooms/labs including ages and most recent updates, a description of the cafeteria, gym and/or auditorium and a description of the media center/library (maximum of 5000 characters).

SST is a 130,000 square foot facility. There are 23 academic classrooms totaling 15,000 square feet. In 1978 a wing was added that was originally going to be for additional gym space, but it was instead converted into science classrooms, totaling 4,321 square feet. The district converted four classrooms into science labs and a fifth classroom into a CAD lab. None of our science labs meet current space standards.

In 2000, the district installed a three-room, 1,600 square foot modular classroom unit.

A major building addition was completed in 1992 which houses eight of the 14 vocational programs (including shop and classroom space). The classrooms in the 1992 addition cover nearly 4,000 square feet. Also included in this space are an 1,800 square foot lecture hall and an 875 square foot operating restaurant.

To provide additional educational space, significant amounts of supplies and equipment have been relocated to our outbuildings for storage of school supplies and equipment which is 2,914 square feet. One of these storage buildings was renovated in 2019 for the Horticulture & Landscape Construction program and an additional locker room. In early 2020 we finished construction on a greenhouse on campus for additional instructional space for the Horticulture & Landscape Construction program.

The school's cafeteria is overcrowded and uncomfortably tight for four lunch shifts. The gymnasium has minimal spectator seating and lacks space for simultaneous practices. There is no auxiliary gym station other than a minimal weight room.

CAPACITY and UTILIZATION: Please provide the original design capacity and 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).

The building has occupancy permits for approximately 830. We have 638 students and 134 full-time and part-time staff. At this time, 11 of our vocational programs are at (or very close to) capacity. We continue to have more applications from our sending communities than openings. Over 90% of the classroom space is utilized consistently throughout the school

day, with most teachers sharing classrooms. We converted our special education office into a classroom in 2012. The administration has focused its efforts on reducing the amount of non-instructional space taken up in shops by relocating and reorganizing storage areas into out-buildings. Recently we renovated the Cosmetology program's instructional space to enhance our ability to meet student demand. We removed a mezzanine in our Precision Machine Technology program and downsized an office in our Automotive program to maximize instructional space in a program that is small given its equipment needs. We appear to be out of options short of a building addition.

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 school district maintains a Long Range Facilities Plan and a Capital Plan, both of which are reviewed at least annually. In 2017 the district commissioned a Master Facilities Plan by an outside professional firm (Drummey Rosane Anderson) that included a list of capital repairs.

SST has a full time Building and Grounds Director who oversees all facility maintenance, and a 7.25 person maintenance staff who address general repairs as well as the routine cleaning procedures of the school.

The district is under contract with American Service Company to maintain the fire safety system, National Telecom to maintain the phone system, Automatic Temperature Control for major HVAC repairs, Superior Generator for the maintenance of our 2 emergency generators and Awesome Exterminating for pest maintenance.

We service and maintain most of the equipment in the building as well as the HVAC system. Our maintenance planning is aggressive as we have a 58 year old main building. Recently, we have invested in the installation of new outdoor lighting, renovations of classrooms, replacement of classroom doors, refinishing of 2 shop floors and student lockers, and the installation of hands free faucets, flushometers, lighting upgrades and motion sensors.

The most recent significant capital repair project was a $1.1 million 2011 Roof and Window Project funded through MSBA. Notably, in 2019, the district paid off the debt principal one year early. The eight member towns voted, respectively, at town meetings to approve initiation of this project.

In 2016 the district utilized its Excess & Deficiency fund to pay for its share of the ARP costs for a boiler replacement.

In FY17 the district repaved a student parking lot and in FY18 replaced 4 rooftop units on the 1992 addition.

In FY20 we fixed long deferred fields drainage issues.

In FY21 we made security and access improvements replacing exterior doors and adding swipe card access.

Priority 2

Question 1: Please describe the existing conditions that constitute severe overcrowding.

The educational program at South Shore Regional Vocational Technical High School is limited by the building space and infrastructure. It limits the depth and breadth of curriculum offerings, and further limits our ability to admit students into specific high-demand programs. The district seeks assistance to expand and renovate programs that have clear connections to local and regional labor market trends.

1. Automotive Program

Structurally, the Automotive shop has remained the same since it was built in 1962. The shop has 3,458 sq. ft. of instructional space for up to 30 students on any given instructional day. With the current number of high end car dealerships in the district, bringing with them multiple career opportunities, the department needs to change with the times and provide a work area that more closely mirrors these new state of the art dealerships. There is sustained local labor demand as evidenced by the following recently built dealerships near the school: Prime Infinity, Prime Mercedes, Prime Buick, Coastal VW, Coastal Nissan, Herb Chambers Lexus, BMW Gallery, Mini Gallery, Audi of Norwell, Porsche of Norwell.

Our Automotive Program has been cited in two recent NEASC accreditation visits (2003, 2013) as being too small to meet the demands of the program. An expansion is warranted and the district believes it can accomplish this in the most cost effective manner by sharing space with an adjoining vocational program. Despite maintaining its NATEF accreditation in all 8 areas available for certification, it cannot give more in depth access to the curriculum in areas cited below:

Program Limitations:

a. Students are in groups of 4 working on a car, which limits their ability to practice the skills being taught in the shop.

b. Having to constantly pack away diagnostics equipment because the program lacks a dedicated diagnostics bay.

c. The lack of a dedicated tire mounting/balancing and brake machining repair area.

d. The lack of lab space for Automotive Theory lessons to incorporate STEM activities.

e. The lack of a dedicated engine and transmission repair area to be used for senior projects and tear downs.

f. Severely lacking in storage space; important equipment and practice lab mock ups are taking up valuable shop square footage. Increased storage would allow us to store more mock ups to increase our use of labs. This would also help with the current overcrowding of equipment in our related classroom.

In 2019, as a partial attempt to alleviate this problem, the Collision Repair program was merged with Automotive. Additional lifts were installed in the Collision Repair shop. This is <u>not</u> an ideal solution because these are two non-contiguous footprints.

2. Allied Health Program Space Limitations

The health care industry is one of the strongest sectors in the Commonwealth. In our region of northern Plymouth County, there are ample places for employment for our graduates, from South Shore Hospital and Jordan Hospital to various long-term care facilities.

The demand for our Allied Health program exceeds our ability to place students in the program. In 2019 we moved this shop

into our library which was slightly larger. The current Allied Health shop space is 1680 sq ft which is used for up to 24 students and two teachers. In 2008 NEASC recommendations included reorganizing the shop area, which was done promptly. Despite these adjustments, there is a lack of space preventing an increase of students while still maintaining the course curriculum as currently designed.

The district is investigating whether it could offer an after-hours LPN program for adults; such an expansion of this program would increase the chances that SST could expand its outreach into a non-high school population of learners seeking advanced skills for the workforce.

3. HVAC-R Program Space Limitations

Our HVAC-R program is another example of a program with student demand that exceeds the space. The program requires considerable equipment inside the shop, as well as considerable storage that has been relegated to space outside the shop in an adjacent courtyard. Program advisors have been consistently advocating for more space for the program. We added a third teacher to this program to expand the program's outreach into plumbing. This will further drive the need for more space.

We are relegated to storing materials in outside storage containers and rack storage adjacent to the shop. Students often work outside the shop in an adjacent courtyard when weather permits. A relocated Allied Health program in #2 above would allow us to expand this program.

In 2019, in an effort to create more space inside the building, we removed a refrigerated cooler from the shop and put it outside the shop in an adjacent courtyard. This is not an ideal solution to this problem.

4. Math and English Language Arts Classes in Modular Units

SST installed a three-classroom modular unit in 2000. It sits outside the building envelope requiring students to leave the main building to access the modulars. This presents an increasing safety and security challenge. The classrooms are small but must accommodate both student enrollment and teacher resources (e.g. instructional storage, copiers). Currently two classrooms house 20 students each. One of the classrooms was originally our special education office, which now houses 10 students. If this structure were to fail, we would not be able to place 3 teachers and 50 students per class period inside the building envelope without a major disruption to other programs. Students must leave the school building to access these classrooms. In 2019 we built stockade fencing around this space to improve security, but this area is a security risk in terms of giving students access to the building.

5. Science Department

Science lab and storage space issues:

SST currently uses 4 lab classrooms (sizes range between 774-992 sq ft) and one chemical storage area (187.5 sq ft) to teach 450 students in 4 instructional blocks per day. There is also a CAD/computer lab that is used by students in Engineering classes. With the increase in state requirements for science, the district has invested considerable funds to improve natural light and ventilation, along with running gas and water to two labs where they did not previously exist. Most of these labs were not built as science space originally.

There are several instructional limitations in this arrangement.

- There is inadequate storage space for chemicals and space for laboratory preparations. Science teachers are constantly having to interrupt other science classes because of set up and clean up of labs, usually the last 5 to 10 minutes of class. This is due in part to the small prep/storage area for the science department.

- There is not enough space for demonstration tables in three lab classrooms (Rooms 202, 204 and 206A). In most classrooms

there is the teacher desk and student paired desks, but no independent demonstration table.

- There is limited student bench space in the classrooms, which is exacerbated when students are required to move around the labs areas.

- There is limited space to enact Robotics lessons as part of our Engineering curriculum.

In early 2020 we expanded cabinets in one classroom to alleviate some overcrowding in the science storage room.

6. Inadequate Physical Education/Health/Wellness Education Instructional Space

There is no dedicated classroom space for our health education program. All health classes are run in the gymnasium which presents scheduling challenges.

Our current exercise and fitness room at SST is inadequate due to the small size and lack of equipment. At 600 square feet, approximately six to eight students can safely work out in there, but the equipment is very limited because several pieces were removed to make room for the athletic trainer to administer to athletes. As it stands right now, the room cannot accommodate a wellness class, rendering it underutilized during the day.

This severely limits the program options for over 600 students. We are unable to include these health and wellness program components:

a. Use of a variety of cardio and general strength training equipment. Students are limited to engaging in strength training exercises using body weight, resistance bands and small hand held dumbbells in the gymnasium.

b. Students currently participate in cardio exercise by walking, running or jumping rope in the gym. With an expanded weight room/training facility, they could use a variety of modalities that can be adjusted to meet individual fitness needs.

c. Ideally we would seek to accommodate 20-30 students with a cardio area, weight lifting area, workout area and the athletic trainer office/treatment area. For a school our size, the cardio area should include 3 treadmills, 3 elliptical machines and 3 stationary bikes. The strength training area should include 4 squat racks with the appropriate benches, free weights and bars. It should also include one of each of the following pieces of equipment: leg press, leg extension, hamstring curl, chest press, seated row, military press, latissimus pull and a chin up/dip bar.

A workout area would be designated for fitness exercises or group instruction involving stability balls, medicine balls, kettlebells, free weights, abdominal work, yoga and stretching. This area needs a large storage area where all of this equipment could be secured.

In 2019, in order to provide more space in the weight room, we needed to move the athletic trainer into a storage room adjacent to the basketball court. In addition, athletics storage is largely far from the gymnasium, making it cumbersome to retrieve and return after PE lessons.

7. Limitations of Vocational Technical Space

Many of our vocational technical programs are below the recommended square footage per pupil. It is not realistic to enhance all of our programs, but we feel that there is a need to expand programs that are in high demand and have a local labor market need.

Below is a chart that compares the Chapter 74 recommended vocational technical "shop" space (as per the Department of Elementary and Secondary Education) and the actual space.

Program	Recommended Minimum Shop Area	Actual Shop Area	All existing spaces are smaller unless noted below
Automotive	7150	4725 + 3825	Shop is split in 2 separate locations.
Carpentry	6750	5090	Smaller than recommended minimum
Culinary Arts	3625	4250	Includes restaurant
Electricity	7425	3885	Smaller than recommended minimum
Graphic Communications	3600	3425	Recently converted classroom to increase shop space
Health Assisting	3000	1565	Smaller than recommended minimum
HVAC-R	4800	3090	Smaller than recommended minimum
Computer Information Tech	3080	1695	Smaller than recommended minimum
Metal Fabrication/Welding	5200	7440	Additional space provided when adjacent program closed

8. Relocation of Library Media Center (LMC) to Lecture Hall

In 2021 we are moving the LMC to our lecture hall, the last remaining "open" space in the building. Several dozen seats will be lost in the move. This move was necessary to accommodate our Allied Health program needing more space (see #2 in this section). The LMC will be used for multiple purposes including small group testing, in-school supervision, occasional classes.

Priority 2

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

Allocation of internal instructional space: To the greatest extent possible, the district has adapted to meet the needs of our students. In 1993, every shop had a dedicated classroom and virtually every teacher had his/her own classroom. Since 1993, with a significant increase in enrollment and expanded MCAS demands, we added 12 academic teachers (from 16 in 1993 to 28 today). Today, nearly every teacher shares a classroom, several teachers "roam" between multiple classrooms to teach, and there are only a handful of classrooms that are occasionally empty during the day.

In addition, we have built embedded classrooms inside Graphic Communications and Metal Fabrication Welding programs. We have also started using our school restaurant for Culinary Arts instruction. This was necessary to accommodate increased enrollment and additional classrooms needed for courses. Needless to say, by adding classrooms in shop areas, it has diminished available shop space.

Here are some other internal adjustments that have been made to address increased enrollment:

1. Converted two classrooms into Science labs; installed gas and water lines.
2. Removal of administrative office to enlarge a classroom.
3. Merged two small classrooms to allow for scheduling larger classes.
4. Removed storage closet to expand smaller classroom.
5. Relocated Auto Body related to make room for Computer Information Technology program.
6. Mezzanine removed in Precision Machine Technology to allow for addition of lab area.
7. Lecture hall seats added (but insufficient space for an entire class).
8. Cosmetology related room renovated to allow for classroom sharing with larger classes.
9. Reorganized Guidance and Special Ed Departments into one location; relocated Vocational Director's office and Technology Department.
10. Constructed silkscreen rooms inside the Graphic Communications shop.
11. Closure of Drafting Shop in 2018 and merging of resources with Electronics and Precision Machine program; freeing up partial space for new Horticulture Program.
12. Constructed external greenhouse; renovated existing barn for Horticulture Landscape program.
13. Moved Allied Health shop to library; moved library to lecture hall (with significantly reduced seats).

Physical Education/Health & Wellness

In 2018 we constructed a maintenance building with our students. However, it does not address the core issues raised earlier about the lack of dedicated classroom space or the inadequate weight room. In 2019 we renovated a satellite locker room closer to the athletic fields which will alleviate overcrowding during two sports seasons.

Non-Instructional Storage Space

With increased student enrollment comes the need for increased resources. In an effort to maximize instructional space (before requesting new space), we have taken steps to minimize the non-instructional space:

1. Athletic storage area near boys' locker room reduced to allow for increased student file storage and paper storage.
2. Book storage area converted into server room.
3. Automotive storage lean-to built in courtyard.
4. HVAC-R shop mezzanine taken down.
5. Two storage containers purchased for Heating, Ventilation and Air Conditioning and Collision Repair.
6. Two storage sheds added for Electrical and Allied Health.

7. Graphic Communications relocated paper storage; converted old dark room into office space.
8. Renovation of Guidance suite to combine with Special Ed Department and Speech/Language office.
9. Removal of mezzanine in Precision Machine Technology program to increase instructional space.
10. Expansion of Automotive into Collision Repair shop space.
11. Conversion of a storage area between two manufacturing programs into a clean room/inspection room.

The district has also made alterations to several of its boys' and girls' rooms to improve accessibility.

Priority 2

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.

1. Automotive Program Limitations that affect students and teachers:

a. The most noticeable limitation is that students are often in groups of 4 working on a car, which limits their ability to practice the skills being taught in the shop.

b. Having to constantly pack away diagnostics equipment because the program lacks a dedicated diagnostics bay.

c. The lack of a dedicated tire mounting/balancing and brake machining repair area.

d. The lack of lab space for Automotive Theory lessons to incorporate STEM activities.

e. Currently we have only four above-ground lifts and one drive-on alignment rack to be shared by up to thirty students during a shop cycle. This leads to overcrowding and possible safety issues.

f. The lack of a dedicated engine and transmission repair area to be used for senior projects and tear downs.

g. Severely lacking in storage space. Important equipment and practice lab mock ups take up valuable shop square footage. Increased storage would allow us to store more mock ups to increase our use of labs. This would also help with the current overcrowding of equipment in our related classroom.

2. HVAC-R, Electrical and Allied Health Program Limitations:

We cannot meet the student demand for enrollment in these programs. HVAC-R and Electrical represent industries and career paths that show strong regional employer demand. In the HVAC-R program in particular there is considerable instructional space devoted to equipment, which limits the space for students and teachers. Students in both programs have very limited table space for projects.

Each program requires considerable equipment inside the shop, as well as considerable storage that has been relegated to space outside the shop in an adjacent courtyard. Program advisors have been consistently advocating for more space for the program. We added a third teacher to the HVAC-R program to expand the program's outreach into plumbing, and we are adding an aide to the Electrical program.

We are relegated to storing materials in outside storage containers and rack storage adjacent to the shop. Students often work outside the shop in an adjacent courtyard when weather permits.

Our Allied Health program does not have enough space to accommodate two grades of students concurrently to both work on theory and hands-on activities. We are limited by the space to take more students into the program. Were we to add more practice stations (beds, mannequins, wheelchairs), it would further limit the space for students.

3. Math and English Classes in Modular Unit:

The modular unit classrooms are cramped. Group projects are difficult because furniture cannot be moved easily. One room in

particular has limited options with installing instructional technology (e.g. interactive whiteboards). In addition, this is not an ideal safety and security arrangement given the fact that the modular unit is outside the building envelope. We have no way of accommodating these classes in the building should the modular unit fail in some capacity.

4. Science Department Space:

There are several instructional limitations in this arrangement.

- There is inadequate storage space for chemicals and space for laboratory preparations. Science teachers are constantly having to interrupt other science classes because of set up and clean up of labs, usually the last 5 to 10 minutes of class. This is due in part to the small prep/storage area for the science department.
- There is not enough space for demonstration tables in three lab classrooms (Rooms 202, 204 and 206A). In most classrooms there is the teacher desk and student paired desks, but no independent demonstration table.
- There is limited student bench space in the classrooms, which is exacerbated when students are required to move around the lab areas.
- There is limited space to enact Robotics lessons as part of our Engineering curriculum.

5. Inadequate Physical Education/Health/Wellness Education Instructional Space:

There is no dedicated classroom space for health and wellness courses. Dedicated classroom space would allow a PE teacher to have the full range of instructional technology resources offered to other disciplines.

Any lesson planning involving weight training is inaccessible given the small size of the weight room. Physical education activities are limited to what can be done in the gymnasium with larger class sizes.

6. Lack of ideal LMC space and limited Lecture Hall Use:

The impact is self-evident - we are forced to restrict school events to our gym or cafeteria. The LMC space in a lecture hall is not the most ideal educational environment.

Please also provide the following:

Cafeteria Seating Capacity: 175

Number of lunch seatings per day: 4

Are modular units currently present on-site and being used for classroom space?: YES

If "YES", indicate the number of years that the modular units have been in use: 18

Number of Modular Units: 1

Classroom count in Modular Units: 3

Seating Capacity of Modular classrooms: 15

What was the original anticipated useful life in years of the modular units when they were installed?: 10

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

If "YES", indicate the number of non-traditional classroom spaces in use: 5

Please provide a description of each non-traditional classroom space, its originally-intended use and how it is currently used (maximum of 1000 characters).:

1. We have been forced to build classrooms inside our vocational program 'shop' space in Metal Fabrication/Welding. This is taking away shop floor space forcing tighter location of equipment in some cases.
2. Conversely, we have converted a classroom into shop space for our Cosmetology program in order to accommodate a better environment for student instruction.
3. We converted a special education office, originally located in a modular unit, into a small classroom.
4. Health /wellness classes are taught in the gym with students sitting in the gym bleachers.
5. We renovated a barn/out building to accommodate our Horticulture & Landscape Construction program and to allow for more locker room space.

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

1. The Vocational Office was located in an area formerly used for Drafting classes. With more space, we could return this administrative space for instructional purposes and centralize administrative office space more efficiently.

2. We built a small office for HR Coordinator in the high school main office. In addition, the district office for the superintendent and business office is in the same cramped space as the high school office.

In terms of changes to the district's educational program, we are hampered in various ways:

1. Several vocational programs have to refuse students who wish to major in the program, due to lack of space (e.g. Electrical, HVAC-R, Carpentry & Metal Fabrication/Welding).

2. Automotive Technology cannot devote instructional time to diagnostic work because it lacks the ability to have a dedicated bay. Students are not able to work on as many projects due to higher student to car ratios (e.g. 3-4 students working on one vehicle).

3. Allied Health, which has one of the strongest post-secondary markets in our region, is unable to expand into Medical Assisting given the lack of space. In 2020 we moved Allied Health to our Library Media Center to gain a bit more space.

4. The Carpentry program had a canopy built just outside the shop as a creative way to expand shop space, albeit outdoors, because there is insufficient internal space to accommodate student demand for the program.

5. Allied Health, HVAC-R and Electrical programs rely on off campus work and externships as a way of mitigating the small instructional spaces. It would be difficult were both programs required to house two grades of students concurrently in their shop areas for full days of instruction on a regular basis.

6. Precision Machine Technology removed its mezzanine, used for light storage, in order to spread out equipment to address more engineering concepts in the program. This decision tries to address one issue (instructional space) but leaves another issue (storage) largely unresolved.

7. We are unable to completely house the Horticulture & Landscape Construction program inside the school and, consequently, we renovated a barn/out building for equipment and storage, and built a greenhouse.

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

There is a guideline in the collective bargaining agreement for a 25:1 ratio.

Priority 4

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

One unique feature of our region is that there are 5 communities in close proximity to our regional district with no vocational-technical affiliation and limited access to enrollment; there is growing non resident student interest in SST.

The district has seen increased student applications. We currently have 334 applications for a 2021-2022 9th grade class estimated at 160 students. The results of these demands are that we remain unable to accommodate all of the student interest and are left with modest waiting lists at the end of the admissions process. Further restrictions are evident for admitted students who cannot access programs due to space limitations combined with over subscription. In other words, there are instances of students who are admitted to SST but who cannot enroll in the program of their choice due to its popularity and the lack of instructional space for the program.

Priority 4

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

The district has taken or is planning to take several measures:

1. The district has taken on considerable expense to renovate instructional and non-instructional spaces as expressed in Priorities 2 & 7. In 2019 we built (with our own students and staff) a locker room on campus in order to address the fact that, due to increased enrollment and athletics participation, we have insufficient locker room space for students in two sports seasons.

2. We have hired additional personnel and paraprofessionals to support our student body and to provide greater instructional opportunities. Most recent actions include: (1) Hiring an additional Metal Fabrication teacher to address student demand for that program. We have been turning away students seeking that program; (2) To handle increased applications and admissions demands, we reorganized our guidance office and designated one counselor as the recruitment and admissions counselor; (3) We hired a Plumbing teacher to join the HVAC-R program; (4) We are adding technical aides to our Horticulture and Electrical programs to address student demand.

3. In 2019, we renovated an out building for our new Horticulture & Landscape Construction Program.

4. In 2020, we are resubmitting this Statement of Interest (for the 6th time) in hopes of reaching a long-term, educationally appropriate and economically feasible solution in partnership with the MSBA.

Priority 4

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

The district's inability to give students access to the school results in the students having no vocational technical training in high school. This depletes the pipeline of students into the workforce and further limits students' access to vocational technical education.

Despite these limitations, we are exploring ways of offering programs outside the normal school day. In the past, we have run an after-school program with students from North River Collaborative, and are currently running evening training programs with area Workforce Development Boards. We also collaborated with UMass Lowell to teach a Manufacturing course to area high school students after hours.

We are also increasing our efforts to recruit upperclassmen who could join a program that might have space. We believe students can still learn many important transferable skills in a Chapter 74 program even if they are unable to join the school in grade 9.

Please also provide the following:

Cafeteria Seating Capacity: 175

Number of lunch seatings per day: 4

Are modular units currently present on-site and being used for classroom space?: YES

If "YES", indicate the number of years that the modular units have been in use: 18

Number of Modular Units: 1

Classroom count in Modular Units: 3

Seating Capacity of Modular classrooms: 15

What was the original anticipated useful life in years of the modular units when they were installed?: 10

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

If "YES", indicate the number of non-traditional classroom spaces in use: 5

Please provide a description of each non-traditional classroom space, its originally-intended use and how it is currently used (maximum of 1000 characters).:

1. We have been forced to build classrooms inside our vocational program 'shop' space in Metal Fabrication/Welding. This is taking away shop floor space forcing tighter location of equipment in some cases.
2. Conversely, we have converted a classroom into shop space for our Cosmetology program in order to accommodate a better environment for student instruction.
3. We converted a special education office, originally located in a modular unit, into a small classroom.
4. Health /wellness classes are taught in the gym with students sitting in the gym bleachers.
5. We renovated a barn/out building to accommodate our Horticulture & Landscape Construction program and to allow for more locker room space.

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

1. The Vocational Office was located in an area formerly used for Drafting classes. With more space, we could return this administrative space for instructional purposes and centralize administrative office space more efficiently.

2. We built a small office for HR Coordinator in the high school main office. In addition, the district office for the superintendent and business office is in the same cramped space as the high school office.

In terms of changes to the district's educational program, we are hampered in various ways:

1. Several vocational programs have to refuse students who wish to major in the program, due to lack of space (e.g. Electrical, HVAC-R, Carpentry & Metal Fabrication/Welding).

2. Automotive Technology cannot devote instructional time to diagnostic work because it lacks the ability to have a dedicated bay. Students are not able to work on as many projects due to higher student to car ratios (e.g. 3-4 students working on one vehicle).

3. Allied Health, which has one of the strongest post-secondary markets in our region, is unable to expand into Medical Assisting given the lack of space. We moved Allied Health to our Library Media Center to gain a bit more space.

4. The Carpentry program had a canopy built just outside the shop as a creative way to expand shop space, albeit outdoors, because there is insufficient internal space to accommodate student demand for the program.

5. Allied Health, HVAC-R and Electrical programs rely on off campus work and externships as a way of mitigating the small instructional spaces. It would be difficult were both programs required to house two grades of students concurrently in their shop areas for full days of instruction on a regular basis.

6. Precision Machine Technology removed its mezzanine, used for light storage, in order to spread out equipment to address more engineering concepts in the program. This decision tries to address one issue (instructional space) but leaves another issue (storage) largely unresolved.

7. We are unable to completely house the Horticulture & Landscape Construction program inside the school and, consequently, we renovated a barn/out building for equipment and storage, and built a greenhouse.

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

There is a guideline in the collective bargaining agreement for a 25:1 ratio.

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.

1. The HVAC system in the 1962 and 1992 sections and the 1962 motor control panel

All motor driven HVAC equipment relating to the 1962 and 1992 building and the 1962 motor control panel should be replaced, including all unit ventilators, air handling units and exhaust fans. The pneumatic system should be replaced with a new DDC control Energy Management System, all isolation valves and related shut off valves that are no longer operational should also be replaced.

The school's current HVAC system is the original pneumatic Johnson Controls system that was installed in 1962. The major concerns stem from the age of the system in the form of repairs. Pneumatic electric switches continue to fail as well as heating valves, unit motors and damper controls. Pneumatic valve diaphragms on the control panel are starting to fail and the clock-day-night switches are failing. Over the past 12 years we have continued to make upgrades and repairs to make the system as efficient as we can. In 2016, the district invested over $30,000 to install wireless pneumatic controls in the 1962 building to better coordinate energy efficiency. We have installed time clocks for the heating units and exhaust fans and repaired the system to restore the day/night set back into working order. We continue to make repairs to the 1962 AAF Nelson Aire Mark II unit ventilators. We have repaired and replaced thermostats that are failing, repaired and continue to repair pneumatic leaks, and room temperature comfort is difficult to maintain. We are still able to get replacement parts for all the units but many have to be retrofitted which leads to higher costs to the district to complete the retrofit procedure and many of the parts are not readily available which takes time and in some cases leaves a classroom at an uncomfortable temperature level for learning.

The exhaust fans are failing; they are also the 1962 original fan units. Motors and bearings are continually burning and wearing out. We repair the shrouds yearly as the hardware that holds them together is old and rusted or broken. When servicing the units, it takes double the time due to the work to remove and repair the covers. The motors and replacement motors are not energy efficient as a new unit would be.

2. 1992 Roof, Windows & Metal Panels

The 1992 roof has been maintained with regular investments of proactive maintenance. In 2018-19 rain water damaged ceiling tiles and created safety hazards on hallway floors - a sign of the roof coming to the end of its useful life. There is ceiling damage in our center hallways and school restaurant. It will not be long before this "band-aid" approach fails and total roof replacement becomes a necessary expense for the district to incur. The windows and metal panels under the windows were also recommended for replacement as they approach 30 years of use. The district is seeking FY21 budget funds for an OPM and Architect so that the roof issue can be addressed in FY22.

3. Septic system

The Septic was upgraded in 1992 when the addition was constructed (585 students). However, there are two rear tanks that are original to the building with original lines plumbed to them which are showing signs of fatigue; the rear septic tank is in need of replacement as it is over 52 years old and there is disintegration at the bottom of the tank. The ejector pump chamber is also beginning to break down, concrete has begun to deteriorate and in some cases pieces of the concrete have become caught in the pumps damaging the pump impellors. The lines and new tank installed with the addition appear to be in good condition with no known problems. The district is seeking $280,000 in FY21 budget funds to repair these deficiencies.

4. Life Safety Systems

Our recent Master Facilities Plan revealed that the school's fire alarm is in fair condition but does not meet current standards. There are no CO detection sensors. There is no fire protection sprinkler system. Additional security cameras and access control devices were also recommended.

5. Roof on 2000 Modular Unit

The school relies on a detached three-classroom modular unit for academic classes. At 20 years old, the unit remains a security concerns as it is not attached to the building envelope. The roof needed an emergency replacement in 2019.

6. System Failure of Girls' Bathroom

Due to corroding pipes, we needed to shutter a girls' bathroom in 2021 and redirect students to other bathrooms. We will work on an emergency repair in summer 2021, but this is indicative of the need for replacing original infrastructure.

Priority 5

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

As one of the oldest regional vocational technical high schools in Massachusetts, SST places the highest priority on facilities maintenance. The district sets aside funds annually in its maintenance cost center for repairs. Preventative maintenance and inspections occur frequently to extend the life span of these systems/units. More specific information on mitigation is below:

1. The HVAC system in the 1962 and 1992 sections and the 1962 motor control panel

Over the past 12 years we have continued to make upgrades and repairs to make our HVAC system as efficient as possible. We have installed on off time clocks for the heating units and exhaust fans and restored the night set back operations to working order. We continue to make repairs as well as preventive maintenance repairs to all unit ventilators, air handlers which include repairing of air leaks, replacement of motors, valves, limit thermostats. The exhaust fans have had motors and bearings replaced, in many cases the fan shroud hardware is rusted so badly it takes double the time to service the units due to the cover repairs. We replaced all the pneumatic thermostats with Cypress wireless pneumatic thermostats (a $30,000 upgrade). As we make repairs to all the units parts are harder to purchase and most require an extensive retrofit to keep them operational.

The motor control panel has had starter/heaters and breakers fail. Aside from routine “exercise” of the units, we can only replace the units as they fail. The parts are becoming harder to obtain and most have to be retrofitted to work.

In 2019 students installed mini splits in the 1962 classrooms to help with climate control in warmer weather months.

2. 1992 Roof

The 1992 roof has been maintained with regular investments of proactive maintenance. In 2018-19 rain water damaged ceiling tiles and created safety hazards on hallway floors - a sign of the roof coming to the end of its useful life. It will not be long before this "band-aid" approach fails and total roof replacement becomes a necessary expense for the district to incur. The district is seeking FY21 budget funds for an OPM and Architect so that the roof issue can be addressed in FY22.

3. Septic system

Over the years as it has become apparent there are issues with the septic and pump chamber tanks. We have gone to semi annual pumping and inspecting of the tanks, and we have “jet rodded" the lines to the two tanks which we will do on an annual basis. We have also had our plumbing contractor rake and remove the debris at the bottom of the pump chamber. The district is seeking $280,000 in FY21 budget funds to repair these deficiencies.

4. Life Safety

The school has added some security cameras recently and is targeting additional budget requests in this category for the upcoming fiscal year.

5. 2000 Modular Unit Roof

The school relies on a detached three-classroom modular unit for academic classes. At 20 years old, the unit remains a security concerns as it is not attached to the building envelope. The roof needed an emergency replacement in 2019.

6. System Failure of Girls' Bathroom

Due to corroding pipes, we needed to shutter a girls' bathroom in 2021 and redirect students to other bathrooms. We will work on an emergency repair in summer 2021, but this is indicative of the need for replacing original infrastructure.

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.

Regarding the HVAC system in both sections (1962 and 1992) of the high school, we are still able to get replacement parts for all the units but many have to be retrofitted which leads to higher costs to the district to complete the retrofit procedure, and many of the parts are not readily available which takes time and in some cases leaves a classroom at an uncomfortable temperature level for learning.

The 1992 roof has been maintained with regular investments of proactive maintenance. In 2018-19 rain water rain water has damaged ceiling tiles and created safety hazards on hallway floors - a sign of the roof coming to the end of its useful life. It requires additional custodial maintenance attention and roof repairs from outside contractors.

The septic is functioning but there are issues with the system: The tanks are beginning to deteriorate and the piping coming out of the building is beginning to deteriorate. We jet rod the lines on a semi annual basis to keep them clear. One challenge of expansion is limited space for a new septic system and leeching field. Expanded leeching fields would reduce our ability to expand the building and/or increase parking for staff and students.

The overall life safety systems are less than ideal, but do not currently limit the delivery of our educational program.

The modular unit roof repairs are a symptom of the larger issue of a lack of space and proper security. We need this space for three classrooms to deliver the instructional program but would prefer it be housed inside the building envelope.

The failing bathroom presents an inequitable situation near our gymnasium with no female bathrooms readily available.

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.

There are clear benefits to replacing the **1962 and 1992 HVAC systems and the motor control panel**:

- Eliminate the high yearly repair costs to the district.
- A DDC System can save up to 15% in energy costs per year.
- Lower maintenance, more accurate temperature control, system diagnosis and monitoring functions.
- Improved air quality and reduced control calibration (most digital controllers do not require calibration).
- DDC would replace pneumatic equipment allowing energy management, control and system diagnosis from a central computer.
- Installing wireless thermostat/time clock units to replace the mechanical time clocks will allow us to schedule on/off times on a daily basis, as well as scheduling for holidays, vacations, and early release days.

Not only is the motor control panel beginning to fail and replacement parts more difficult to find, to upgrade our school to a fully functional DDC HVAC system, the panel will have to be replaced. It is not suitable to control an advanced system like today's HVAC units with a 52 year old control panel.

It will be beneficial for the district to replace the **1992 roof** before the condition is such that the leaks are so bad the ceilings and walls begin to be damaged, as well as classroom items such as computers, books, electrical fixtures and furniture. It could create a possible future mold situation. A total roof replacement with a 25-year warranty will minimize future issues and expenses.

The **septic** and pump chamber tanks are difficult to maintain as there is really not too much that can be done to keep it operational other than pumping, which is why we now do semi-annual pumping.

Upgrading the **life safety systems** will be required as part of any renovation/addition project.

Expanding the building and eliminating the **2000 modular unit** will improve security and better control for maintenance costs.

Upgrading 1962 plumbing will ensure no future system failures as with the aforementioned girls' bathroom.

Please also provide the following:

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

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

The systems described above have been examined by Robert Lee, President of Commercial Boiler Systems of Pembroke, MA and James Goodwin and Gerald Hickey of Automatic Temperature Control of Weymouth, MA.

The date of the inspection: 2/2/2019

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

These systems are examined on an annual basis during the summer months by both of the mentioned companies. The

findings have been consistent to what has been described in this document. The systems have long out served their life expectancy and are in need of repeated repairs. Difficulty in maintaining service parts has caused discomfort in rooms while awaiting parts to repair the units, and the systems are no longer efficient to operate. Both companies are in agreement that replacement of the systems would be beneficial to the district. Replacement would eliminate emergency repair calls and the constant need to locate parts.

Each of these areas have been reviewed by our professional design team during the recent Facilities Master Plan project. The team included:
Architects: DRA, Inc.
MEP Engineers: CES, Inc.
Structural Engineers: EDG, Inc.
Civil Engineers: Samiotes
Security Consultants: Accentech

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.

1. Automotive Program Limitations

Due to space limitations cited in Priority 2, the Automotive program cannot provide a dedicated Diagnostics bay for cars. It also lacks sufficient theory space which allows for instructors to demonstrate processes with car components. This forces curriculum delivery to be done with more online resources and minimizes hands-on practice for students. Teachers have considerable challenges giving students access to sufficiently practice all parts of the program curriculum given higher that desired ratios of students working on projects.

2. HVAC-R Program Limitations

Due to space limitations cited in Priority 2, the HVAC-R program cannot provide adequate space for boiler project installation and repair, adequate layout space for duct work, and adequate space for underclassmen to practice on individual simulations as they learn the basics of the program. The recently added plumbing component has forced us to remove a walk in cooler in the program in order to provide space to teach plumbing competencies. While this does advance the program curriculum in one area, it creates obstacles in another area. The program should not have to make such instructional choices.

3. Electrical Program Limitations

The Electrical program is one of our most popular programs, for which we must turn away 10-15 students per year. For those who are admitted to the program, the lack of space limits program curriculum potential. There is no adequate space for training on solar technology, security alarms and programmable controls, which are growing parts of the industry. Students have limited space for project layout, often resulting in students having the bend and thread pipe outside the building in an adjacent courtyard.

4. Allied Health Program Limitations

The health care industry is one of the strongest sectors in the Commonwealth. In our region of northern Plymouth County, there are ample places for employment for our graduates, from South Shore Hospital and Jordan Hospital to various long-term care facilities.

The demand for our Allied Health program exceeds our ability to place students in the program. Our lack of space was cited in NEASC evaluations as far back as 2008. The current Allied Health shop space is 1922 sq ft which is used for up to 24 students and two teachers. In 2019 we removed an interior classroom to open up 242 square feet of space (but it created more demand on finding classroom space elsewhere in the building). In 2020 we moved Allied Health to our LMC and now we have our LMC going to the lecture hall.

The district is investigating whether it could offer curriculum expansion into Medical Assisting as well as an after-hours LPN program for adults; such an expansion of this program would increase the chances that SST could expand its outreach into a non-high school population of learners seeking advanced skills for the workforce.

5. Carpentry Program Limitations

Similar to our other construction programs, we rely on outside projects to help mitigate the lack of internal space for the number of students seeking carpentry training. We are unable to expand our curriculum into Cabinetmaking due to the lack of space. Individual student projects in the early grades are limited based on layout table space and access to equipment.

6. Science Program Limitations

- There is limited space to enact Robotics lessons as part of our Engineering curriculum.

- There is not enough space for demonstration tables in three lab classrooms (Rooms 202, 204 and 206A). In most classrooms there is the teacher desk and student paired desks, but no independent demonstration table.

- In early 2020 we expanded cabinets in one classroom to alleviate some overcrowding in the science storage room.

7. Establishment of a transitional program for at risk students

We are unable to run a proper 'BRYT' program that supports students who are dealing with extended absences and/or social emotional issues. We tend to these students through a hodge-podge of locations that is far from optimal.

8. Physical education/Wellness program limitations

We meet the state requirement for physical education by offering it each school year but the fact that we only have one gymnasium and one PE teacher means that the amount of contact time is limited (12 hours per year). An auxiliary gym/weight room, as discussed in Priority 2, would open up essential wellness program we are unable to attend to with our current space constraints.

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.

1. Automotive Program Limitations
We are closing our Collision Repair program so that we could take space for the Automotive program. This is not an ideal solution because the current program is in now in two non-adjacent footprints. Further renovation and relocation of existing space would give us an optimal environment for students and staff.

2. HVAC Program limitations
We have removed non-instructional material and placed it in an adjacent courtyard. This creates a burden on teachers to have access to this material and it at times can be a supervisory challenge. This is not an ideal solution.

3. Electrical Program limitations
Students are expected to undertake projects outside in an adjacent courtyard, which creates limitations due to weather and supervision. We are looking at removing non-instructional space to mitigate this issue, but it will result in storage needed elsewhere on campus.

4. Allied Health Program limitations
We removed an internal classroom to allow for more shop space but we are unable to address the Medical Assisting component under current conditions. In 2020 we moved Allied Health to our LMC and now we have our LMC going to the lecture hall.

5. Carpentry Program Limitations
Similar to our other construction programs, we rely on outside projects to help mitigate the lack of internal space for the number of students seeking carpentry training. In 2013 a canopy was build next to the program to allow for some weather protected work to be done outside.

6. Science Program limitations
We renovated our library to make it more of a maker space for science classrooms to reserve as needed. However, the location is at the other end of the building and cannot accommodate more than one class at a time. This is not an ideal solution.

7. Establishment of program for at risk students
We are unable to run a proper 'BRYT' program that supports students who are dealing with extended absences and/or social emotional issues. We tend to these students through a hodge-podge of locations that is far from optimal.

8. Physical Education program
We have been unable to mitigate this issue.

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.

1. Automotive Program Limitations that affect students and teachers:

a. The most noticeable limitation is that students are often in groups of 4 working on a car, which limits their ability to practice the skills being taught in the shop.

b. Having to constantly pack away diagnostics equipment because the program lacks a dedicated diagnostics bay.

c. The lack of a dedicated tire mounting/balancing and brake machining repair area.

d. The lack of lab space for Automotive Theory lessons to incorporate STEM activities.

e. The lack of a dedicated engine and transmission repair area to be used for senior projects and tear downs.

f. Severely lacking in storage space. Important equipment and practice lab mock ups take up valuable shop square footage. Increased storage would allow us to store more mock ups to increase our use of labs. This would also help with the current overcrowding of equipment in our related classroom.

2. HVAC-R, Carpentry, Electrical and Allied Health Program Limitations:

We cannot meet the student demand for enrollment in these programs. Carpentry, HVAC-R and Electrical represent industries and career paths that show strong regional employer demand. In these programs in particular there is considerable instructional space devoted to equipment, which limits the space for students and teachers. Students in these programs have very limited table space for projects.

Each program requires considerable equipment inside the shop, as well as considerable storage that has been relegated to space outside the shop in an adjacent courtyard. Program advisors have been consistently advocating for more space for the program. We added a third teacher to the HVAC-R program to expand the program's outreach into plumbing, and we are adding an aide to the Electrical program.

We are relegated to storing materials in outside storage containers and rack storage adjacent to the shop. Students often work outside the shop in an adjacent courtyard when weather permits.

Our Allied Health program does not have enough space to accommodate two grades of students concurrently to both work on theory and hands-on activities. We are limited by the space to take more students into the program. Were we to add more practice stations (beds, mannequins, wheelchairs), it would further limit the space for students. We cannot offer Medical Assisting as a course offering because of the lack of space in the program.

3. Science Department Space:

There are several instructional limitations in this arrangement.

- There is inadequate storage space for chemicals and space for laboratory preparations. Science teachers are constantly having to interrupt other science classes because of set up and clean up of labs, usually the last 5 to 10 minutes of class. This

is due in part to the small prep/storage area for the science department.

- There is not enough space for demonstration tables in three lab classrooms (Rooms 202, 204 and 206A). In most classrooms there is the teacher desk and student paired desks, but no independent demonstration table.

- There is limited student bench space in the classrooms, which is exacerbated when students are required to move around the lab areas.

- There is limited space to enact Robotics lessons as part of our Engineering curriculum.

4. Inadequate Physical Education/Health/Wellness Education Instructional Space:

There is no dedicated classroom space for health and wellness courses. Dedicated classroom space would allow a PE teacher to have the full range of instructional technology resources offered to other disciplines.

Any lesson planning involving weight training is inaccessible given the small size of the weight room. Physical education activities are limited to what can be done in the gymnasium with larger class sizes. As mentioned earlier in the application, we have one gym teacher and one gym with no auxiliary space. Student PE contact time is 12 hours per year (40 minutes biweekly). This is not sufficient for PE or wellness curriculum implementation.

5. Lack of Library/Lecture Hall Space:

- We have no reliable common seating space to gather for school events.
- The Library Media Center becomes a place to anchor SEL activities and support at risk students; this unreliable space now jeopardizes our ability to serve these needy students.

REQUIRED FORM OF VOTE TO SUBMIT AN SOI

REQUIRED VOTES

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

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

FORM OF VOTE

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

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

_____

_____

_____

_____

_____

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

CERTIFICATIONS

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

Chief Executive Officer *	**School Committee Chair**	**Superintendent of Schools**
Thomas Hickey	Robert Heywood	Thomas Hickey
Superintendent of Schools		
		
(signature)	(signature)	(signature)
Date	Date	Date
5/28/2021 11:06:44 AM	6/2/2021 8:47:02 AM	5/28/2021 11:06:02 AM

* Local Chief Executive Officer: In a city or town with a manager form of government, the manager of the municipality; in other cities, the mayor; and in other towns, the board of selectmen unless, in a city or town, some other municipal office is designated to the chief executive office under the provisions of a local charter. Please note, in districts where the Superintendent is also the Local Chief Executive Officer, it is required for the same person to sign the Statement of Interest Certifications twice.

CONTRACT FOR PROJECT MANAGEMENT SERVICES

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

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

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

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

OWNER	OWNER'S PROJECT MANAGER
_____ (print name)	_____ (print name)
_____ (print title)	_____ (print title)
By _____ (signature and seal)	By _____ (signature)
Date _____	Date _____

(Attach Certificate of Vote of Authorization)

TABLE OF CONTENTS

ARTICLE 1: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2: RELATIONSHIP OF THE PARTIES

2.1 The Owner's Project Manager shall act as an independent contractor of the Owner in providing the services required under this Contract.

2.2 The Owner's Project Manager warrants and represents to the Owner that it has fully, completely and truthfully represented the qualifications and skills of the Owner's Project Manager, its Subconsultants, agents, servants and employees in the proposal submitted by the Owner's Project Manager, the Contract documents and in all communications with the Owner relative to this Contract and the services to be performed hereunder by the Owner's Project Manager, its Subconsultants, agents, servants and employees.

2.3 The Owner's Project Manager shall perform its services under this Contract with no less than that degree of skill and care ordinarily exercised by similarly situated members of the Owner's Project Manager's profession on projects of similar size, scope and complexity as is involved on the Project. The Owner's Project Manager's services shall be rendered in accordance with this Contract.

2.4 The Parties hereto agree that the Designer is solely responsible for the design requirements and design criteria for the Project (except to the extent specifically delegated to others) and for performing in accordance with the contract between the Owner and Designer.

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

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

ARTICLE 3: RESPONSIBILITIES OF THE OWNER

3.1 The Owner shall be responsible to oversee and monitor the performance of the Owner's Project Manager to ensure that it performs its obligations in a satisfactory manner. The Owner shall provide the necessary general direction and broad management coordination required to execute the Project.

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

3.3 Upon satisfactory completion of services performed, the Owner shall make payments to the Owner's Project Manager as provided in Articles 7, 8, 9 and 10.

3.4 The Owner shall be responsible for requiring the Contractor or CM at Risk and/or the Designer to comply with their respective contract obligations and to cooperate with the Owner's Project Manager.

3.5 The Owner shall provide timely information with respect to its requirements relative to the Project Schedule and the Project Budget, and shall further give timely notice to the Owner's Project Manager of any changes or modifications to the same.

3.6 To the extent such data is available, the Owner shall furnish to the Owner's Project Manager existing surveys of the Project site, building plans, borings, test pits, structural, mechanical, chemical or other test data, tests for air and water pollution and for hazardous materials, photographs and utility information. The Owner's Project Manager shall be entitled to reasonably rely upon the sufficiency and accuracy of the information furnished under this Article 3.6, provided that the Owner's Project Manager shall notify the Owner in writing of any deficiencies in such data that the Owner's Project Manager becomes aware of.

ARTICLE 4: RESPONSIBILITIES OF THE OWNER'S PROJECT MANAGER

4.1 The Owner's Project Manager shall provide project management services to monitor procurement procedures, design, construction and other related activities and to facilitate, coordinate and manage the Project with respect to timely performance in accordance with the Project Schedule and monitor the quality of services and workmanship and shall recommend courses of action to the Owner when respective contractual requirements are not being fulfilled. Services shall continue through substantial use and occupancy by the Owner, and Project closeout. As part of Basic Services, the Owner's Project Manager shall provide information as requested during final auditing as conducted by the Authority.

4.2 The Owner's Project Manager shall perform the services required under this Contract in conformance with applicable federal, state, and local laws, ordinances and regulations.

4.3 The Owner's Project Manager shall report to the Owner any act or inaction in connection with the Project which the Owner's Project Manager believes creates a substantial health or safety risk. Notwithstanding the immediately preceding sentence, the Owner's Project Manager shall not assume responsibility for safety precautions and programs in connection with the Project, which shall remain the sole responsibility of the Contractor or CM at Risk, as the case may be.

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

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

4.6 The Owner's Project Manager shall employ at all times professional and support personnel with requisite expertise and adequate numbers to assure the complete, timely and high quality performance of the obligations of the Owner's Project Manager.

4.7 The Owner's Project Manager shall be and shall remain liable to the Owner for all damages incurred by the Owner as a result of the failure of the Owner's Project Manager to perform in conformance with the terms and conditions of this Contract.

ARTICLE 5: SUBCONSULTANTS

5.1 The Owner's Project Manager may employ Subconsultants, subject to the prior written approval of the Owner and subject to Paragraph 10.3 in order to perform Basic, Extra and Reimbursable services under this Contract. The employment of Subconsultants shall not in any way relieve the Owner's Project Manager from its responsibilities under this Contract. Nor shall the Owner's approval of a Subconsultant in any way relieve the Owner's Project Manager from its responsibilities under this Contract.

5.2 Upon request, the Owner's Project Manager shall provide the Owner copies of its agreements with Subconsultants, including amendments thereto, and shall consult with the Owner with respect to the inclusion therein of appropriate terms and conditions to assure timely, efficient and competent performance of the Subconsultants.

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

5.4 The OPM shall be responsible for all compensation to be paid to a subconsultant. No Subconsultant shall have recourse against the Owner or the Authority for payment of monies

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

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

ARTICLE 6: TERM AND TIMELY PERFORMANCE

6.1 The Owner's Project Manager acknowledges that expeditious completion of the Owner's Project Manager's services and the Project is of the utmost importance to the Owner. The term of this Agreement shall commence on the date stipulated in an Approval to proceed from the Owner. The Owner's Project Manager shall complete the services required under this Contract in a prompt and continuous manner. The Owner's Project Manager shall perform its services in a timely manner and shall not delay the work of the Designer. Contractor or CM at Risk. The Owner's Project Manager shall monitor the performance of the Designer and the Contractor or CM at Risk in accordance with schedules of performance that are established under their contracts with the Owner. The Owner's Project Manager shall immediately advise the Owner, as well as the Designer or the Contractor or CM at Risk, in writing, any time the Owner's Project Manager determines that either the Designer or the Contractor's or CM at Risk's performance is jeopardizing the Project Schedule or the Project Budget.

6.2 Time is of the essence in the performance of the Owner's Project Manager's obligations under this Agreement and under any amendment. The Owner's Project Manager agrees that no other work in its organization will be permitted to interfere with its timely performance of the work required under this Agreement or any amendment.

6.3 The Owner's Project Manager's services are to be provided in accordance with the time schedule set forth in the Feasibility Study Agreement and the Project Scope and Budget Agreement. If the schedule changes causing the need for revisions to the Owner's Project Manager's services, the Owner's Project Manager shall notify the Owner of the revisions to its services. The Owner shall have the right to extend the term of this Contract by amendment. All the rights and obligations of the parties for such extended periods shall be as set forth in this Contract or in the amendment.

ARTICLE 7: COMPENSATION

7.1 For the satisfactory performance of all services required pursuant to this Contract, excluding those services specified under Articles 9 and 10, the Owner's Project Manager shall be compensated by the Owner in an amount up to the Not-to-Exceed Fee for Basic Services, identified on Attachment A. The Owner's Project Manager shall submit invoices on a monthly basis in accordance with the Payment Schedule included as Attachment A. The Owner shall make payments to the Owner's Project Manager within 30 days of the Owner's approval of the invoice, which approval shall not be unreasonably withheld or delayed.

7.2 The Fee for Basic Services shall include, but not necessarily be limited to, all labor, overhead, profit, insurance, legal services, transportation, communication expenses, reasonable printing and copying necessary for completion of the Project. The fee for Basic Services also shall include (a) the costs of rebidding and resolicitation of proposals, bids, or

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

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

7.4 The Owner's Project Manager shall be paid the remainder of the Fee for Basic Services, less previous payments, upon acceptance by the Owner of the Certificate of Final Completion and submission of evaluations.

ARTICLE 8: BASIC SERVICES

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

8.1 Project Management (For All Phases)

8.1.1 The Owner's Project Manager shall prepare a communication and document control procedure during the Feasibility Study/Schematic Design Phase and continue to update it as specified for the duration of the Project. This procedure shall detail the responsibilities and lines of communication among all Project participants (Owner, Authority, Owner's Project Manager, Designer, Contractor or CM at Risk, Subcontractors, Trade Contractors, Non-Trade Contractors and other consultants, vendors or suppliers) and establish the procedure for correspondence, document control, designer and contractor or CM at Risk submittal logs, change order reporting logs and other tracking logs, as needed. The Owner's Project Manager shall include the Designer in its distribution of the Project Budget, Schedule, Monthly Progress Report and other reports as appropriate and as outlined in the Communications Plan.

8.1.1.2 The Owner's Project Manager shall assist the Owner in the preparation of all information, material, documentation, and reports that may be required or requested by the Authority, including without limitation, documentation related to incentive reimbursement percentage points that may be awarded to the Owner by the Authority, requests for reimbursement, and audit materials.

8.1.1.3 The Owner's Project Manager shall prepare agendas for and attend school building committee meetings, attend meetings with other representatives of the Owner, municipal administration and the school department, and attend neighborhood meetings relating to the Project, and participate as a member of the Owner's Prequalification Committee, The Owner's Project Manager shall take minutes of all of the above-referenced meetings and promptly distribute minutes of these meetings to the Owner.

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

8.1.2 Project Control

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

8.1.2.1 Project Budget

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

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

8.1.2.2 Cost Estimating

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

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

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

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

8.1.2.3 Project Schedule

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

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

8.1.2.4 INTENTIONALLY LEFT BLANK

8.1.3 Monthly Progress Report

The Owner's Project Manager shall submit to the Owner and the Authority no later than the twelfth day of each calendar month a written Monthly Progress Report summarizing activity during the preceding calendar month. The Monthly Progress Report shall be submitted in a format acceptable to the Authority and shall describe work performed by all project participants (OPM, Designer, Contractor or CM at Risk) during the reporting period and work planned for the next reporting period. The report shall also address matters of schedule adherence (Project Schedule as well as individual completion percentages for design and construction), costs to date (updated Project Budget and actual expenses incurred), change orders and potential change orders, cash flow projections, Contractor's or CM at Risk's safety performance, Designer's QA/QC, Contractor's or CM at Risk's environmental compliance, community issues, Designer and Contractor or CM at Risk's MBE/WBE activities, the Designer and Contractor or CM at Risk's M.G.L. c. 149 Workforce Participation activities, any issues that could result in additional time and/or additional costs and any anticipated problems/concerns together with recommended solutions.

8.1.4 INTENTIONALLY LEFT BLANK

8.1.5 MBE/WBE and Workforce Participation Compliance Monitoring (All Phases)

(a) The Owner's Project Manager shall monitor and report on the Designer's and Contractor's or CM at Risk's compliance with MBE/WBE requirements as set forth in M.G.L. c. 7C, §6 and M.G.L. c. 7, §61.
(b) The Owner's Project Manager shall monitor and report on the Designer's and Contractor's or CM at Risk's compliance with the Commonwealth's Workforce Participation requirements set forth in M.G.L. c. 149, § 44A(2)(g).

8.1.6 Site Investigations and Environmental Testing

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

services or testing need to be performed shall rest with the Owner or Designer.

8.1.7 Project Records and Reports (All Phases)

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

8.2 Feasibility Study/Schematic Design Phase

8.2.1 Designer Selection

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

8.2.1.1 The Owner's Project Manager shall assist the Owner in preparing the schedule for designer selection, advertisement, request for services, selection criteria and other materials required for the application package in accordance with Authority guidelines and submit to the Authority for review and approval prior to advertising.

8.2.1.2 The Owner's Project Manager shall record the names and addresses of all designers who request an application package, shall notify all interested designers of any changes to the request for services or application package and shall respond to project specific questions. The Owner's Project Manager shall complete reference checks on all applicants and provide the Owner with a report on the references.

8.2.1.3 The Owner's Project Manager shall review each submitted application to be sure it is complete and shall submit the application packages as well as the completed references to the Authority at least two weeks before the targeted Designer Selection Panel meeting.

8.2.1.4 The Owner's Project Manager shall present the project particulars and the results of the reference checks to the Authority's Designer Selection Panel.

8.2.1.5 The Owner's Project Manager shall assist the Owner in the negotiation of the design contract with the first-ranked firm.

8.2.2 Feasibility Study/Schematic Design

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

a. Prepare independent construction cost estimates pursuant to Section

8.1.2.2 of this Contract for comparison with the Designer's cost estimates. (Two estimates during Task 8.2.2)

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

8.2.2.1 The Owner's Project Manager shall review the schematic design to recommend Value Engineering Changes (VEC) to the Owner. A Value Engineering Change shall include an analysis of the constructability, cost, quality and schedule impact. The Designer will be responsible for a thorough review and recommendation on the technical merit of any VEC.

8.2.2.2 The Owner's Project Manager shall lead design coordination meetings every two weeks, between the Designer and the Owner and, as required, the Authority, to provide for review and discussion of design/engineering related issues. The Owner's Project Manager shall provide technical assistance to the Owner. The Owner's Project Manager shall take and distribute minutes of these meetings to the Owner.

8.2.2.3 The Owner's Project Manager shall assist in the implementation of additional site evaluation and testing as required by the Designer, including, but not necessarily limited to, site surveys, wetlands evaluation, environmental evaluations, hazardous materials evaluation, subsurface testing (percolation tests, test pits, borings, etc.), destructive testing and other investigative work in the case of renovation projects.

8.2.2.4 The Owner's Project Manager shall monitor the status of the Designer contract including monitoring the schedule of the Designer, provide review and comment of Designer's work product and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the Designer's contract with the Owner are not being fulfilled.

8.2.2.5 The Owner's Project Manager shall meet with the Owner, Designer and other project participants as necessary.

8.2.2.6 The Owner's Project Manager shall assist the Owner with the completion of grant applications for funding for the study of green design strategies and assist by identifying green strategies, as appropriate, for study during this phase. The Owner's Project Manager shall assist the Owner and Designer, as needed, in the preparation of the certification required for Green Schools in accordance with the current edition of the MA-CHPS or LEED for Schools guidelines.

8.2.2.7 The Owner's Project Manager shall assist the Owner in determining the appropriate construction delivery methodology for the Proposed Project. In providing such assistance, the Owner's Project Manager, in conjunction with the Designer, shall advise the Owner on the relative advantages and disadvantages associated with each of the construction delivery methods provided in M.G.L. Chapters 149 and 149A. The services provided by the Owner's Project Manager in assisting and advising the Owner in its determination of the appropriate construction delivery methodology shall be included in Basic Services.

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

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

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

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

ARTICLE 9: EXTRA SERVICES

9.1 General

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

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

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

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

9.2.1 Preparing special studies, reports, or applications at the written direction of the Owner, other than those specifically required herein as part of Basic Services;

9.2.2 Assisting in the appeals process of permitting boards or commissions;

9.2.3 Rebidding, resolicitation, or re-advertising for bids, proposals, or qualifications unless made necessary by the fault of the Owner's Project Manager, in which events such rebidding shall be deemed part of Basic Services;

9.2.4 Furnishing services in connection with a bid protest filed in court or with the Office of the Attorney General, provided such activities did not arise due to the fault of the Owner's Project Manager;

9.2.5 Furnishing services in excess of Basic Services made necessary by the termination of the General Contractor or CM at Risk;

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

9.2.7 Assisting the Owner in litigation, claims resolution or non-binding mediation arising out of the Designer contract or the construction contract, provided such litigation or claims did not arise due to the fault of the Owner's Project Manager; and

9.2.8 Providing other services requested by the Owner that are not included as Basic Services pursuant to this Contract.

9.3 Invoices for Extra Services shall be accompanied by a complete breakdown listing the name, payroll title, date, number of hours by day, hourly rate and extended amount, per specified task of Extra Services performed. Hourly rates shall be in accordance with the Hourly Rate Schedule in Attachment A.

ARTICLE 10: REIMBURSABLE EXPENSES

10.1 For coordination and responsibility for the work described in the following paragraphs 10.1.1 and 10.1.2, the Owner's Project Manager shall be reimbursed its actual costs and those of its Subconsultants, supported by invoices or receipts, plus 10%. The following are reimbursable expenses:

10.1.1 Certain out of pocket expenses paid by the Owner's Project Manager such as filing fees, and permit fees that are normally paid by the Owner; travel to fabrication or manufacturing locations to identify completed, identified, and stored materials or equipment specifically for the Project; field office furnishings.

10.1.2 Any other specially authorized reimbursement deemed essential by the Owner, in the Owner's sole discretion, in writing.

10.2 Non-Reimbursable Items: The Owner shall not reimburse the Owner's Project Manager or its Subconsultants for travel expenses, sustenance, telephone, facsimiles, electronic mails, postage and delivery expenses, unless specifically required elsewhere in this Contract.

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

ARTICLE 11: RELEASE AND DISCHARGE

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

ARTICLE 12: ASSIGNMENT, SUSPENSION, TERMINATION

12.1 Assignment:

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

12.2 Suspension

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

12.3 Termination

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

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

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

(a) if the Owner, within thirty (30) days following written notice from the Owner's Project Manager of any material default by the Owner under the Contract, shall have failed to cure such default; or

(b) if, after the Owner's Project Manager has performed all services required during any phase prior to construction, at least six (6) months have elapsed without receipt by the Owner's Project Manager of Approval to proceed with the next Phase of the Project, provided the delay was not the fault of the Owner's Project Manager. This provision shall not apply to an Owner's Project Manager who has received a notice of suspension pursuant to Article 12.2.

(c) Upon a proper termination by the Owner's Project Manager, the Owner's Project Manager shall be compensated as provided in 12.3.1 above regarding termination without cause.

ARTICLE 13: NOTICES

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

ARTICLE 14: INDEMNIFICATION OF OWNER AND AUTHORITY

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

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

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

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

ARTICLE 15: INSURANCE

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

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

15.3 The Owner's Project Manager and its Subconsultants, shall submit to the Owner original certificates of insurance evidencing the coverage required hereunder, together with evidence that all premiums for such insurance have been fully paid simultaneously with the execution of this Contract. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles/self-insured retentions, and policy effective and expiration dates. The Owner's Project Manager shall submit updated certificates to the Owner and the Authority prior to the expiration of any of the policies referenced in the certificates so that the Owner and the Authority shall at all times possess certificates indicating current coverage. Original certificates shall be provided to the Authority by the Owner's Project Manager upon request by the Authority. Failure by the Owner's Project Manager to obtain and maintain the insurance required by this Section, to obtain all policy renewals, or to provide the respective insurance certificates as required shall constitute a material breach of the Contract and shall be just cause for termination of the services of the Owner's Project Manager under this Contract.

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

15.5 The Owner's Project Manager shall require by contractual obligation, and shall ensure by the exercise of due diligence, that any Subconsultant hired in connection with the services to be provided under this Contract shall obtain and maintain all insurance required by law and as may be required by the Owner under the terms of this Contract.

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

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

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

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

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

15.7.3 Comprehensive Automobile Liability Insurance (including owned, non-owned and hired vehicles) at limits of not less than:

a. $1,000,000 Each Person for Bodily Injury;
b. $1,000,000 Each Accident for Bodily Injury; and
c. $1,000,000 Each Accident for Property Damage.

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

15.8 Professional Liability

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

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

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

15.9 Liability of the Owner's Project Manager

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

15.10 Waiver of Subrogation

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

ARTICLE 16: OWNERSHIP OF DOCUMENTS

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

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

ARTICLE 17: REGULATORY AND STATUTORY REQUIREMENTS

17.1 Truth-in-Negotiations Certificate: If the Owner's Project Manager's fee is negotiated, by signing this Contract, the Owner's Project Manager hereby certifies to the following:

17.1.1 Wage rates and other costs used to support the Owner's Project Manager's compensation are accurate, complete, and current at the time of contracting; and

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

17.2 The person signing this Contract certifies, as a principal or director of the Owner's Project Manager, that the Owner's Project Manager has not given, offered or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Contract; no consultant to or Subconsultant for the Owner's Project Manager has given, offered or agreed to give any gift, contribution or offer of employment to the Owner's Project Manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Owner's Project Manager or Subconsultant of a contract by the Owner's Project Manager; and no person, corporation or other entity, other than a bona fide full-time employee of the Owner's Project Manager, has been retained or hired by the Owner's Project Manager to solicit for or in any way assist the Owner's Project Manager in obtaining this Contract upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Contract .

17.3 Revenue Enforcement and Protection Program (REAP): Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, the undersigned certifies under the penalties of perjury that to the best of his/her knowledge and belief that the Owner's Project Manager and the principals thereof are in compliance with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

17.4 Interest of Owner's Project Manager: The Owner's Project Manager hereby certifies that it is in compliance with the provisions of General Laws Chapter 268A whenever

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

17.5 Equal Opportunity: The Owner's Project Manager shall not discriminate in employment against any person on the basis of race, color, religion, national origin, sex, sexual orientation, age, ancestry, disability, marital status, veteran status, membership in the armed forces, presence of children, or political beliefs. The Owner's Project Manager shall comply with all provisions of Title VI of the Civil Rights Act of 1964 and M.G.L c.151B.

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

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

17.8 Dispute Resolution: If a dispute arises between the parties related to this Contract, the parties agree to use the following procedures to resolve the dispute: (a) Negotiation. A meeting shall be held between representatives of the parties with decision-making authority regarding the dispute to attempt in good faith to negotiate a resolution of the dispute; such meeting shall be held within fourteen calendar days of a party's written request for such a meeting; (b) Mediation. If the parties fail to negotiate a resolution of the dispute, they shall submit the dispute to mediation as a condition precedent to litigation and shall bear equally the costs of the mediation. The parties shall jointly appoint a mutually acceptable mediator; they shall seek assistance from an independent third party in such appointment if they have been unable to agree upon such appointment within 30 days of the meeting just noted in (a) above; (c) Litigation. If the parties fail to resolve the dispute through mediation, or are unable to convene mediation within 90 days of first attempting to do so, then either party may file suit in accordance with Article 17.9; and (d) This paragraph of dispute resolution provisions shall survive termination of this Contract.

17.9 Venue: Any suit by either party arising under this Contract shall be brought only in the a court of competent jurisdiction in the county where the Project is located. The parties hereto waive any argument that this venue is improper or that the forum is inconvenient.

ATTACHMENT A

PAYMENT SCHEDULE

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

Hourly Rate Schedule

Title	**Rate/Hr.**

The Owner's Project Manager shall perform the Services in accordance with the following Schedule:

Project Phase/Item of Work	**Not-to-Exceed Fee**	**Completion Date**
Feasibility Study/Schematic Design Phase		
Design Development/Construction Document/Bidding Phase		
Construction Phase/Final Completion		
Extra Services (Identify by Category)		
Reimbursable Services (Identify by Category)		
Independent Cost Estimates		
Task 8.2.2 – Up to two estimates	$X/per estimate	N/A
Task 8.4.2 – One Estimate	$X/per estimate	N/A

ATTACHMENT B—Additional Requirement Beyond Base Contract

The Owner requires that the selected OPM carry insurance amounts higher than the OPM base contract in these two areas of the contract:

15.7.5 Umbrella Liability Insurance with follow form endorsement with a minimum limit of $2,000,000 occurrence/aggregate.

15.8: At the bottom of the 1st paragraph, the limit would increase from $1,000,000 to $2,000,000 occurrence/aggregate.

Owner's Project Manager Application Form – March 2017

1.Project Name/Location for Which Firm is Filing:

1a. MSBA Project Number:

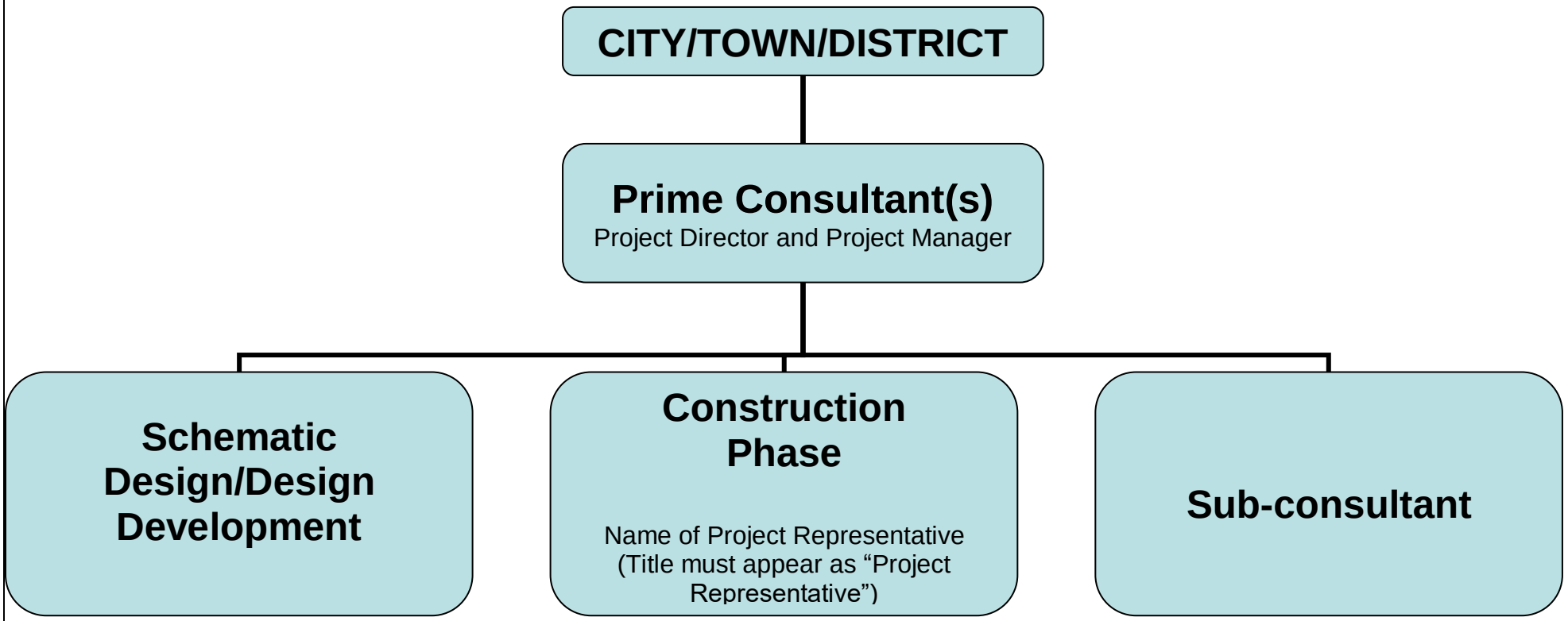
2a. Respondent, Firm (Or Joint-Venture) - Name And Address Of Primary Office To Perform The Work:	2b. Name And Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:
2c. Date Present And Predecessor Firms Were Established:	2d. Name And Address Of Parent Company, If Any:
2e. Federal ID #:	2f. Name of Proposed Project Director:

3. Personnel From Prime Firm Included In Question #2 Above By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline):

Admin. Personnel	____	Cost Estimators	____	Other _____	____
Architects	____	Electrical Engrs.	____	_____	____
Acoustical Engrs.	____	Environmental Engrs.	____	_____	____
Civil Engrs.	____	Licensed Site Profs.	____	_____	____
Code Specialists	____	Mechanical Engrs.		_____	____
Construction Inspectors	____			_____	____
				Total	

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

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



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

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

7b. (cont)	Past Performance: Provide the following information for those completed Projects listed above in 7a for which the Prime Applicant has performed, or has entered into a contract to perform Owner's Project Management Services for all Public Agencies within the Commonwealth within the past 10 years.						
a.	Project Name And Location Project Director	b. Original Project Budget	c. Final Project Budget	d. If different, provide reason(s) for variance	e. Original Project Completion	e. Actual Project Completion On Time (Yes or No)	f. If different, provide reason(s) for variance.
(1)							
(2)							
(3)							
(4)							
(5)							

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

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

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

9.	Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-consultants. If Needed, Up To Three, Double-Sided 8 ½" X 11" Supplementary Sheets Will Be Accepted. **APPLICANTS ARE REQUIRED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED**.
10.	I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury. Submitted By (Signature) _____ Printed Name And Title _____ Date _____

Attachment D
Required Certifications

1. Non-collusion and tax compliance form
2. Certificate of Corporate Authority

NON-COLLUSION AND TAX COMPLIANCE FORM

CERTIFICATE OF NON-COLLUSION

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

_____

Signature of individual submitting bid

_____

Name of business/organization

TAX COMPLIANCE CERTIFICATION

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named business/organization, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

_____

Signature of person submitting bid

_____

Name of business/organization

CERTIFICATE OF CORPORATE AUTHORITY

At a duly authorized meeting of the Board of Directors of _____
(Name of Corporation)

held on _____ it was VOTED that:
(Date)

_____ _____
(Name) (Title)

of this corporation, be and he/she hereby is authorized to submit bids and proposals, execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal thereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such _____ under seal of the company, shall be valid and binding upon this corporation.

A True Copy,

ATTEST: _____

TITLE: _____

PLACE OF BUSINESS: _____

_____

DATE OF THIS CERTIFICATE: _____

I hereby certify that I am the clerk of the _____
(Corporation)

that _____ is the duly elected _____ of
(Name) (Title)
said corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this Certification.

_____
(Clerk)

CORPORATE SEAL:

241362/kope/0003

Attachment E
2018 Facilities Master Plan

The Facilities Master Plan can be located at the district website, www.southshore.tech, under the About tab, and the subsequent District Documents tab.

The complete link for the plan is https://drive.google.com/file/d/1cgvXg4mXDAm_mn8SwE-iUIF5Bw_6o8YI/view

SOUTH SHORE
Technical High School

Susan Rossi <srossi@ssvotech.org>

PLEASE REVIEW - Final Questions -RFS - OWNER'S PROJECT MANAGER SERVICES -

2 messages

Janine Andersen <jandersen@ssvotech.org> Fri, Dec 16, 2022 at 8:32 AM
Bcc: srossi@ssvotech.org

To all RFS interested parties:

Thank you for your interest in our project. Please note the following question and answer below on the RFS.

If you decide to send in a submission, please acknowledge in your submission materials that you have seen this question and answer below.

1. Question: In the RFS on page 8, it says that along with the hard copies, a PDF version needs to be submitted via CD. Would a USB thumb drive also be acceptable?
Answer: Yes, a USB thumb drive is acceptable.

2. Question: The RFS requests an electronic PDF on a CD. Is a flash drive acceptable instead of a CD?
Answer: Yes, a USB thumb drive is acceptable.

3. Question: Is it possible to request that Attachment C be omitted from the Selection Criteria 20 page limit?
Answer: Sorry, but that is part of the MSBA template provided to us.

4. Question: Due to the large amount of pages required to complete Attachment C: Owner's Project Management Application Form, can we exclude Attachment C from the page count?
Answer: We are limited to that 20 page range because the RFS is a MSBA template

5. Question: Will the School Boards Authority & SST officials need help from the OPM for selection of A&E companies for this work?
Answer: Yes

6. Question: I see that master plan is completed in 2018. Do you currently have a program developed for the school depending on the latest & future needs, or the OPM will start with the Space Study program information and work with you all to develop a program?

Answer: We have a current program in place and have some ideas for new Chapter 74 programs but no new programs have been approved by the Department of Education at this early stage. The OPM would work with the district on development.

7. Question: One more question for my curiosity, is there a possibility to open classes to public during the summer?
Answer: Typically the school runs adult education programs in the evening during the school year, but there is nothing stopping such programming in the summertime.

8. Question: Will the sign-in sheet(s) from the 12/14/22 informational meeting be sent out?
Answer: Yes (Attached)

Thank you,

--

Janine Andersen
Accounts Payable/Purchasing
South Shore Technical High School
476 Webster St.
Hanover, MA 02339

781-499-7411

OPM Walk-Through SIGN IN FORM
12/14/2022 3:00 PM

COMPANY NAME AND ADDRESS	PERSON ATTENDING
Teruacorp 100 Main st. Whitinsville MA 01588	Bryce Raposa braposa@teruacorp.com
CHA: ONE Washington Mall Suite 500 Boston, MA 02108	Kevin Sullivan Christina Opper
STANTEC Inc. 40 Water St. Boston, MA + Scituate, MA	Alev Durmus-Pedini alev.pedini@stantec.com 617-653-6362
P-THREE INC. 150 LONGWATER DRIVE NORWELL, MA 02061	Daniel Pallotta. dpallotta@p-threeinc.coms. 617-594-8011
PMA CONSULTANTS, LLC 95 BRAINTREE Hill BRAINTREE, MA 02184	CHRIS CARROLL ccarroll@pmaconsultants.com 781-964-9260
Hill International 75 Second Ave, Ste 300 Needham, MA 02494	Tina Donavan 781-424-1459 tinadonovan@hillintl.com
Colliers Project Leaders 160 State St Boston MA	Deborah Faith 401 323 7271 ~~deborah.f deborah.efaith.~~ deborah.faith@collierseng.com
DAW CAMPUS 101 SUMMER BOULEVARD BOSTON, MA 02210	DAW CAMPUS / STANSKA
VERTEX 1 EDGEWATER Dr Suite 204 NORWOOD, MA 02062.	LINDA BONFATTI lbonfatti@vertexeng.com
LeftField	Addie Sands asands@leftfieldpm.co
Leftfield	Jim Rogers jrogers@leftfieldpm.com

OPM Walk-Through SIGN IN FORM
12/14/2022 3:00 PM

COMPANY NAME AND ADDRESS	PERSON ATTENDING
HMFH 130 Bishop Allen Dr. Cambridge MA 02143	Tina Stanislaski tstanislaski@hmfh.com 617.492.2200
~~Sto~~ Atlantic Const. Management 441 Sudbury Rd. Concord MA	Steven Boucher sboucher@acconstructionline.com 774-263-5644
PMA Sean Burke Hill Park 35 Braintree Braintree	Sean Burke Sburke@pmaconsultants.com MITCH MILLER MMILLER@PMACONSULTANTS.COM
~~Tracy Marquis~~ Marquis Architecture 8 Spooner St. Plymouth, MA 02360	Tracy Marquis tracy@marquisarchitecture.com 617-610-2700
Rider Levett Bucknall 60 South St, Boston, Suite 810, 02111	Jessie Delorey Jessie.delorey@us.rlb.com
~~CRF~~ 200 High St., Boston 02110	Ted Gentry tgentry@crficom.