

PERMANENT BUILDING COMMITTEE SCHOOL BUILDING SUB-COMMITTEE MEETING AGENDA



Meeting Date: October 3, 2023
Meeting Time: 6:30 PM
Project Name: Clinton Middle School
Project Number: 202000640305
Meeting Purpose: SBC Meeting No. 017
Meeting Location: ZOOM
Meeting Link: <https://us06web.zoom.us/j/85012813874?pwd=JVGtcGjmHI1J2WKZcziLhom370xmV6.1>
Meeting ID: 850 1281 3874
Passcode: 926603
One tab Mobile: +16468769923,,85012813874#,*926603# US (New York)

1. Call to Order & number of voting members present:
2. Previous Topics and Approval of September 19, 2023, Meeting Minutes:
3. Invoices and Commitments for Approval:
 - 3.1. DWMP invoice #014, for the month of September, in the amount of **\$15,000.00**
 - 3.2. LPA|A Amendment No.005, in the amount of **\$14,190.00**
 - 3.3. Budget Revision Request No.002, Request for Approval
4. Mechanical Systems Discussion and Vote
5. Construction Management @ Risk Subcommittee Selection
6. OIG Application Submission Permission
7. Construction Management @ Risk RFQ Draft Discussion
8. Other Topics not Reasonably Anticipated 48 hours prior to the Meeting.
9. Public Comment
10. Next Meetings
11. Adjourn:

PERMANENT BUILDING COMMITTEE
SCHOOL BUILDING COMMITTEE SUB-COMMITTEE
MEETING MINUTES



Project: Clinton Middle School
Subject: School Building Committee Meeting
Location: ZOOM
Distribution: Attendees, Project File
MSBA Module: 4- Schematic Design

Project No: 20200640305
Meeting Date: 09/19/2023
Time: 6:30 PM
Prepared By: E. Grijalva

Meeting Agenda

	Name	Affiliation
1. Call to Order	Michael Ward*	Town Admin- PBC Member
2. Senior Center Housing Invoice for Approval	Steven Meyer*	Superintendent – PBC Member
3. Previous Topics and Approval of August 22, 2023, Meeting Minutes	Chris McGown*	Chair of PBC, Head of DPW
4. Project Budget Update	Chris Magliozzi*	Vice-Chair of PBC
5. Invoices and Commitments for Approval	Brian Delorey*	PBC Member
6. MSBA Board of Directors Update	Brendon Bailey	School Committee Chair
7. LPA A Update	Matthew Varakis	School Committee Vice-Chair
8. Construction Delivery Method Discussion Only	Shane McCarthy	Teacher
9. Community Outreach	Bill McGrail	Finance Committee Co-Chair
10. Other Topics not Reasonably Anticipated 48 hours prior to the meeting	Phil Duffy	Director of Community & Econ. Dev.
11. Public Comment	Kelly Turcotte	Special Education Parent Advisory Council
12. Next Meeting	Christine M.	Public
13. Adjourn	Steve O' Connell	Public
	Trip Elmore	DWMP- Project Director
	Mike Cox	DWMP- Project Manager
	Elias Grijalva	DWMP- Assistant Project Manager
	Peter Caruso	LPAA – Project Manager
	Sean Brennan	LPAA- Project Architect
	Eric Moore	LPAA- Sr. Project Architect
	Kevin Seaman	Seaman Engin.
	Lynne Giesecke	Studio 2112

Item No.	Description	Action
16.1	Call to Order: 6:34 PM meeting was called to order by PBC Chair, C. McGown with 5 of 7 members in attendance.	Record
16.2	<p>Senior Center Carriage Housing Invoice and Change Order Approval: Fox Painting Co, Application for Payment No.002 Request, in the amount of <u>\$145,112.50</u></p> <p>A motion to approve Fox Painting Co.'s application for payment request, in the amount of \$145,112.50 was submitted by S. Meyer and seconded by C. Magliozzi.</p> <p>Discussion: None; Roll Call Vote: C. Magliozzi (Y), S. Meyer (Y), C. McGown (Y); Abstentions: M. Ward (experienced technical difficulties) All in favor, motion passes.</p>	Record
16.3	<p>Previous Topics & Approval of August 22, 2023, Meeting Minutes: A motion to approve the 08/22/2023 meeting minutes was submitted by S. Meyer and seconded by C. Magliozzi.</p> <p>Discussion: None; Roll Call Vote: C. Magliozzi (Y), S. Meyer (Y), C. McGown (Y); Abstentions: M. Ward All in favor, motion passes, August 22, 2023, meetings are certified as approved.</p>	Record
16.4	<p>Project Budget Update: <u>M.Cox</u> updates the committee on the current project budget. After tonight's approval of LPA A Amendment No.004, there will be \$41,706.32 left in the budget for future expenditures.</p> <p><u>LPA A Amendment No.004 request.</u></p> <ul style="list-style-type: none"> Geotechnical Testing Services: \$10,010.00 <ul style="list-style-type: none"> (4) borings, taking the four corners of the building to confirm the soil condition. Fire Hydrant Flow Test: \$1,925.00 <ul style="list-style-type: none"> Confirm that there is enough water pressure so that we do not have to put a fire pump in the building. Amendment No.004 Total: <u>\$11,935.00</u> <p>A motion was made by S. Meyer, and second by M. Ward for the approval of the LPA A Amendment No.004.</p> <p>Discussions: None; Roll Call Vote: M. Ward (Y), S. Meyer (Y), C. McGown (Y), B. Delorey; Abstentions: C. Magliozzi (experienced technical difficulties)</p> <p>All in favor, motion passes to approve LPA A Amendment No.004 request.</p>	Record
16.5	Invoices and Commitments for Approval	Record

	<p>Invoice 1: DWMP Invoice #013, in the amount of \$15,000.00</p> <p>A motion was made by M. Ward and seconded by B. Delorey for the approval of the DWMP August invoice.</p> <p>Discussion: None; Roll Call Vote: M. Ward (Y), S. Meyer (Y), C. McGown (Y), B. Delorey; Abstentions: C. Magliozzi All in favor, motion passes to approve DWMP invoice.</p>	
	<p>Invoice 2: LPA A Invoice #008, in the amount of 35,540.00</p> <p>A motion was made by M. Ward and seconded by S. Meyer for the approval of the LPA A August Invoice.</p> <p>Discussion: None; Roll Call Vote: M. Ward (Y), S. Meyer (Y), C. McGown (Y), B. Delorey; Abstentions: C. Magliozzi All in favor, motion passes to approve LPA A invoice.</p>	
16.6	<p><u>MSBA Board of Directors Update</u></p> <p><u>T. Elmore</u> shares a few slides from the MSBA Board of Directors meeting that took place on August 30, 2023. The MSBA accepted the project at an estimated total project cost of \$142,184,781.00, with a proposed square footage of 136,000, and a grade configuration of grades 4-8. The MSBA has invited the Town of Clinton into Schematic Design (SD).</p> <p>Discussion: None</p>	Record
16.7	<p><u>LPA A Update</u></p> <p><u>P. Caruso</u> introduces two of LPA A sub-consultants L. Giesecke from Studio 2112, landscape architect, and Kevin Seaman from Seaman Engineering, Mechanical engineer. He demonstrates the updated floor plans and some of the changes made since the last presentation.</p> <p><u>L. Giesecke</u> demonstrates the up-to-date site plan and traffic pattern. (refer to meeting packet)</p> <p>Discussion: <u>C. McGown</u> asks, can the buses queue along those two lanes near the rain garden? S. Brennan confirms the buses can. They could start queueing all the way back to the intersection. <u>M. Varakis</u> asks if we know how many buses are utilized at the middle school on a typical day. <u>S. Meyer</u> replies for 12 buses. <u>M. Varakis</u> states that hopefully, we will have more room than we have today.</p> <p><u>S. Meyer</u> states that during the executive meeting, we discussed relocating the playground closer to the basketball court so that the basketball court and the play area are close in proximity. <u>L. Giesecke</u> suggests moving the playground north of the landscape berm, right outside the fourth-grade wing, taking advantage of that unprogrammed space, and maintaining the Flexible Greenspace for the PE classes.</p>	Record

S. Meyer likes the suggestion because the playground would be right outside their classroom. A good transition for the students.

S. Meyer asks about area 14 – Multipurpose field, has it been decided if that area will be grass or turf?

L. Giesecke confirms it is grass.

E. Moore states if interested, we can always do an add-alternate in exploring a synthetic turf field.

M. Varakis states that he thinks it's a smart play to at least evaluate it so we can understand the potential cost associated with synthetic turf.

T. Elmore states that if turf is a selected option, then that will increase the budget by an estimated 1 million dollars. It's a significant upgrade.

L. Giesecke explains that there will long long-term operational cost savings.

P. Duffy asks if there is any plan to account for pedestrian circulation along West Boylston Street, there is an existing sidewalk in front of the middle school leading up to the High school.

T. Elmore replies that the sidewalk will remain because we are not disturbing any of that area along West Boylston Street.

L. Giesecke comments there will be pedestrian connections to this within the project.

P. Duffy asked the committee what they thought about the limited pedestrian accommodation.

C. McGown states he is not sure if any upgrades would be part of this project.

C. Magliozzi states he thinks the design team should spend some time thinking about how they can improve the street.

P. Duffy states it might be a good opportunity to look at it within the scope of this project.

C. McGown agrees that the sidewalk is in disrepair and one way or another, it should be upgraded whether it's part of this project or not.

S. Brennan gives an overview of the implications of the MSBA, recently adopted amendments to their energy efficiency credits, and the impact of the new stretch code that the state of Massachusetts adopted.

Old Base Requirement: (PSR Design – Program No Longer Exist)

- LEED for Schools Certified or NE-CHPS Verified
- Exceed Current Energy Code by 10%
- Specific IAQ Points Required – LEED or NE-CHPS

Previously for an Additional 2% reimbursement:

- Exceed current energy code by 20%

Base Requirement

- LEED for Schools Silver or NE-CHPS Verified
- Meeting new Stretch Code
- Minimum IAQ Points – LEED or NE- CHPS
- For an additional 3%: meet OPT in Specialized Code
- For an additional 1%: Achieve two additional IAQ points in LEED or CHPS
- **4% additional available in total**

S. Brennan states our greatest opportunity to make and implement these changes is now, early in the process, so we can avoid costly change orders, but most important is locking in your percentage reimbursement rate and the scope of work at the end of Schematic Design.

New Stretch Mandatory Code Requirements (refer to meeting packet)

- C402.1.5- Envelope Backstop – New set of criteria. Not included in PSR Design. Computational software that allows us to understand how well the building is performing.
- C402.3- Rooftop Solar Ready – Owned in PSR Design.
- C402.5 Air Leakage Testing – New set of criteria. Not included PSR Design. Stretch code is now required. Rely on Mechanical ventilation and reduce the amount of leakage and thermal loss or infiltration into the building.
- C402.7 – Thermal Bridge Derating- New criteria. Not included in PSR Design. Derating the performance of your wall system
- C403 – Building Mechanical System w/ Energy Recovery – PSR Design had efficiency criteria that were met or exceeded. The new code raises the bar.
- C404- Service Water Heating - PSR Design had efficiency criteria that were met or exceeded. The new code raises the bar.
- C406 Additional Efficiency Measures- PSR Design had efficiency criteria that were met or exceeded. The new code raises the bar.
- EV Parking – PSR Design had efficiency criteria that were met or exceeded. The new code requires 10% of your spaces EV Wiring. PSR was close to 10%. Marginal change.

Discussion:

C. Magliozzi asked if you had any idea what the increase in electrical costs would be.

K. Seaman replies with the favorable cost of natural gas and high increase rates of electricity, the electric approach does add more cost compared to the burning of natural gas. The trend is steering away from fossil fuels.

C. Magliozzi asked if there is any way to get some data on lifecycle costs relative to equipment replacement, so the committee can evaluate before deciding. How soon does this decision have to be made?

K. Seaman shares that the green engineer has completed energy models for this school.

S. Brennan replies within two weeks, to a month.

T. Elmore recommends that LPA|A reach out to the Green Engineer, so they can demonstrate some operational cost modeling and some life cycle cost in the next meeting on October 3rd, 2023, so the committee can make an informed decision.

16.8	<p><u>Construction Delivery Method Discussion and Vote:</u></p> <p>T. Elmore briefly recaps the Facts, Advantages, and Disadvantages of each Construction Delivery Method, CM @ Risk (Chapter 149a) vs. Design Bid Build (Chapter 149)</p> <p><u>Discussion:</u></p> <p><u>M. Ward</u> asks are Construction Managers (CM) able to manage the process of subcontractor competitive bidding.</p> <p><u>T. Elmore</u> confirms and explains that as a town you have 18 trade categories from mechanical, and electrical, to plumbing and so on, that are directly bid by the town to the filed sub-bidders'. Once the proposals are received, the accepted low-qualified bidder is then assigned to the CM. The CM is the one who owns the subcontractor at the time that you assign it to them. They also buy approximately 25 other trades independently with input from the team. We are involved in the de-scoping and the understanding of what they're procuring from a scope standpoint. Typically, that's where the OPM and the architect will represent the town and really understand what we're buying.</p> <p><u>M. Ward</u> is the CM fully transparent?</p> <p><u>T. Elmore</u> replies that it's a fully open-book process. If we want to see something, we get to see it.</p> <p><u>M. Ward</u> comments that we haven't done it before in this town but I'm willing to give it a try.</p> <p><u>C. Magliozzi</u> shares that he likes the transparency of CM@ Risk and if any problems arise, we can proactively resolve those problems. Whereas a Design Bid Built, we're forced to be combative, where we're forced to rely on the documents, and if we can't resolve the problem then it ends up in court. I come from a construction background, and we don't do Design Bid Built projects, we only do CM @ Risk projects.</p> <p><u>B. Delorey</u> commented that he agreed that the CM at Risk method is the way to go.</p> <p><u>M. Ward</u> asked if our current consultants, OPM and Designer have any experience with CM @ Risk.</p> <p><u>T. Elmore</u> states I have completed 8 public projects using CM @ Risk since 2004, I also have had numerous discussions with the IG's office regarding improving the process, so, I have extensive experience with CM@ @ risk and so does Eric Moore from LPA A, has numerous CM @ Risk projects. So, your team has the experience to do this.</p> <p><u>C. McGown</u> commented on past experiences with Design, Bid, and Build projects going to litigation and the Town not winning the legal cases, which M. Ward agreed with. The CM at Risk may proactively help the Town come to a more favorable conclusion at the end of the project.</p> <p>A motion was made by S. Meyer and seconded by B. Delorey for CM @ Risk (Chapter 149a) as the Construction Delivery Method.</p> <p>Roll Call Vote: C. Magliozzi (Y), B. Delorey, M. Ward (Y), S. Meyer (Y), C. McGown (Y), Abstentions: None Motion passes to use CM @ Risk, as the construction delivery method for this project.</p>	Record
16.8.1	<p>If CM at Risk is voted to proceed, the Designation of the Qualification, Proposal, and Interview voting members need to be established and approved.</p>	Record

T. Elmore explains the next couple of steps, submitting the MA Inspector General application, Designation of Qualifications, Proposals, and Interview. The voting members need to be established and approved for this process.

1. MA Inspector General Application to use CM @ Risk as the Construction Delivery Method

- Complete Application > Submit Application > 60 Days IG Application Review > IG Approval to use CM @ Risk

2. Develop, issue, and review CM Risk Qualifications to get shortlisted.

- Create a Request for Qualifications (RFS) > Approve and Issue RFQ > Receive CM Firm Qualifications > Review Qualifications and Select 3-4 firms to submit proposals.

3. Develop, issue, and Review CM @ Risk Proposals/Interviews to select the CM

- Create a Request for Proposal (RFP) > Approve and Issue RFP > Receive CM Firm Proposals > Score Proposals > Interview Firms > Negotiate and Award CM

• CM Subcommittee Criteria

- At Least (2) members from SBC/PBC, (1) member from OPM, and (1) member from Architect.
 - OPM Representative: Trip Elmore
 - LPA|A Representative: Eric Moore

C. McGown states that M. Moran is not present at this meeting, and we don't want to exclude him from tonight's decision for the CM subcommittee selection. We will be meeting in two weeks; we can vote then, on October 3rd.

Community Outreach Update

T. Elmore talks about public outreach.

- The project message needs to come from within the community.
- Keeping the public informed with accurate information
- Address Concerns and issues at local events
- There is one shot at getting this done, so the community needs to understand how important it is to vote.
 - There is no "costs nothing" approach, it only costs most in the future.
 - Example:
 - Spencer East Brookfield HS's original construction project budget was \$60 Million. The project failed to move forward.
 - 10 years later. The same project is now 112 million. Passed the local vote.

The point is that it only costs more if this project does not pass the first time and the need does not go away.

Discussion: None

16.9

15.10	Other Topics not Reasonably Anticipated 48 hours prior to the Meeting: Discussion: None	Record
15.11	Public Comment: Discussion: None	Record
15.12	Next Meeting: 10.03.2023 – CMS Building Committee Remote @ 6:30PM – Remote via ZOOM 10.17.2023 – CMS Building Committee Remote @ 6:30 PM – Location: TBD 11.14.2023 – CMS Building Committee Remote @6:30 PM – Location TBD 12.19.2023 – CMS Building Committee Remote @6:30PM – Location: TBD Discussion: None	Record
15.13	Adjourn: 8:16 PM motion was made by <u>M.Ward</u> and seconded by S. Meyer to adjourn the meeting. Discussion: None; Roll Call Vote: C. Magliozzi (Y), M. Moran (Y), B. Delorey(Y) S. Meyer (Y), C. McGown (Y) Abstentions: None All in favor, the meeting is adjourned.	Record

Sincerely,

DORE + WHITTIER

Elias Grijalva

Assistant Project Manager

Cc: Attendees, File

The above is my summation of our meeting. Please contact me for incorporation into these minutes if you have any additions and/or corrections.

Dore and Whittier Management Partners, LLC

Please send payments to;
212 Battery Street
Suite 1
Burlington, VT 05401

Clinton Middle School
100 West Boylston Street
Clinton, MA 01510

Invoice number 00014
Date 09/25/2023

Project 22-0126 CLINTON SCHOOL
DEPARTMENT

Description	Contract Amount	Prior Billed	Current Billed	Remaining	Total Billed
Pre Designer Selection	39,000.00	39,000.00	0.00	0.00	39,000.00
Feasibility Sudy	125,000.00	125,000.00	0.00	0.00	125,000.00
Schematic Design	120,000.00	0.00	15,000.00	105,000.00	15,000.00
Total	284,000.00	164,000.00	15,000.00	105,000.00	179,000.00

Invoice total **15,000.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
00013	08/28/2023	15,000.00	15,000.00				
00014	09/25/2023	15,000.00	15,000.00				
Total		30,000.00	30,000.00	0.00	0.00	0.00	0.00

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 5

WHEREAS, the Town of Clinton _____ (“Owner”) and
Lamoureux Pagano Associates|Architects, (the “Designer”) (collectively, the “Parties”) entered into a Contract for Designer Services for the Clinton Middle School
December 20th, 2022; and

WHEREAS, effective as of October 3, 2023, the Parties wish to amend the Contract:

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

1. The Owner hereby authorizes the Designer to perform additional services relative to providing a traffic analysis, pursuant to the terms and conditions set forth in the Contract, as amended.
2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services:	Original Contract	After this Amendment
Feasibility Study Phase	\$ 250,000	\$ 250,000
Schematic Design Phase	\$ 350,000	\$ 350,000
Design Development Phase	\$	\$
Construction Document Phase	\$	\$
Bidding Phase	\$	\$
Construction Phase	\$	\$
Completion Phase	\$	\$
Amd. #1 – Hazardous Material Inspec. & Environmental Assessment	\$ 8,140	\$ 8,140
Amd. #2 – Land Survey Services	\$ 28,600	\$ 28,600
Adm. #3 - Site Surveying Services	\$ 17,600	\$ 17,600
Amd. #4 – Geotechnical Testing Svcs	\$ 10,010	\$ 10,010
Amd. #4 – Fire Hydryant Flow Test	\$ 1,925	\$ 1,925
Amd. #5 – Traffic Analysis	\$	\$ 14,190
Total Fee	\$ 666,275	\$ 680,465

This Amendment is a result of: Additional Services relative to providing a traffic Analysis.

3. The Construction Budget shall be as follows:

Original Budget: \$ _____

Amended Budget \$ _____

4. The Project Schedule shall be as follows:

Original Schedule: \$ _____

Amended Schedule \$ _____

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

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

OWNER
Steven Meyer

(print name)

Superintendent of Schools

(print title)

By _____
(signature)

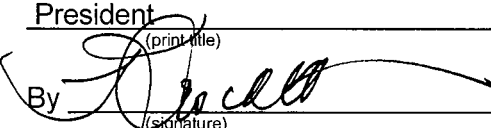
Date _____

DESIGNER
Kathryn Crockett

(print name)

President

(print title)

By  _____
(signature)

Date October 2, 2023



Kathryn Crockett
Richard J. Lamoureux, Jr.
Eric D. Moore
Robert Para, Jr.

03 October 2023

Trip Elmore, Project Manager
Dore + Whittier, OPM Group
260 Merrimac Street
Building 7, 2nd Floor
Newburyport, MA 01950

Re: Clinton Middle School – Amendment No. 5 – Additional Services – Traffic Analysis

Dear Mr. Elmore:

As requested, this is LPA|A's fee proposal for additional services relative to providing a traffic analysis for the Clinton Middle School site. Our understanding is that due to grade 4 being added to the current grade configuration of the proposed middle school, MSBA is requiring a traffic analysis, as part of the Schematic Design submission, to identify any potential impacts the proposed building and associated traffic will have on West Boylston Street and the Middle School site.

The consulting engineer proposed for the above work is Stantec Consulting Services Inc. (Stantec). The total cost for the proposed scope of work, including LPA|A's 10% contractual markup, is \$14,190 and is, in LPA|A's opinion, reasonable and appropriate. A copy of Stantec's proposal letter, dated September 21, 2023, is attached for your reference.

Also attached is Attachment F – Amendment No. 5 to the Contract for Designer Services for the Owner's signature.

Please contact me if you have any questions or comments.

Sincerely,

A handwritten signature in blue ink, appearing to read "Eric Moore".

Eric Moore
Principal Architect

EM/pf

Enclosures: Stantec proposal letter dated 9/21/23
Attachment F – Amendment No. 5 to the Contract for Designer Services

cc: Katie Crockett, LPA|A Peter Caruso, Jr. Sean Brennan
Rick Lamoureux Pam Farley



Stantec Consulting Services Inc.
136 West Street, Suite 203, Northampton, MA 01803

September 21, 2023

Attention: Eric Moore

Lamoureux Pagano Associates | Architects
108 Grove Street, Suite 300
Worcester, MA 01605

**Reference: Proposal-Transportation Design Parameters
Clinton Middle School, Clinton, MA**

Dear Eric,

Thank you for inviting us to work with you on the Clinton Middle School project. Per your request we are submitting this scope of work and proposal for your review and approval.

PROJECT DESCRIPTION

The Town of Clinton ("the Owner") is conducting a feasibility study for construction of a new middle school at the site of the existing school, 100 West Boylston Street in Clinton; and/or, new construction. The school has two full access driveways on West Boylston Street. The western driveway is shared with the adjacent Clinton High School. The middle school currently accommodates grades 5 through 8 with an estimated enrollment of 572 students. The new school would accommodate grades 4 through 8 with an estimated enrollment of 719 students. Under the currently proposed reconstruction plan the western site driveway would be maintained as is and the eastern driveway would become an exit only. An emergency access driveway is also proposed at South Main Street.

SCOPE OF WORK

Stantec proposes to work with you and the owner to define transportation design parameters for the project. These specifically will relate to:

- Access driveway configuration and traffic control conditions considering operations (congestion) and safety (sight lines);
- On-site vehicle queueing for parents and buses; and,
- On-site parking needs for staff and visitors.

The assessment of the above factors is expected to include but not be limited to the following tasks.

- Communication with the owner upon project initiation to identify existing and future transportation concerns at the site.
- A field visit to observe existing site access, parking, and circulation conditions.
- Field measurement of sight lines at the two site access points noting speed limits on West Boylston Street in the vicinity of the site driveways.

September 21, 2023

Eric Moore

**Reference: Proposal-Transportation Design Parameters
Clinton Middle School, Clinton, MA**

- Morning arrival period (two hours) and afternoon dismissal period (two hours) vehicle turning movement, pedestrian and bicycle traffic counts at the two site access points and the internal intersection where the middle school driveway meets the high school driveway.
- Observation and measurement of on-site vehicle queues (cars and buses) and parking demands (visitors and staff) during the arrival and dismissal periods.
- Review and summary of crash records available for the three latest years from MassDOT's IMPACT Crash Data portal at the two site access points. Contact the local traffic safety officer to identify any safety concerns if significant crash experience is noted.
- Evaluation of collected data to relate parking and queueing needs to student enrollment and define these needs at the potential new enrollment level.
- Review of the current plan and its ability to accommodate the expected future travel and parking demands. Provide comments and recommendations to the project team.
- Operations analysis for the site access intersections based on the new enrollment level and determination of traffic control and geometric requirements based on the analysis results. Existing non-site volumes will be increased by five percent to reflect potential future growth.
- Evaluation of collected sight line data and development of recommendations with respect to site driveway location and/or measures required to ensure adequate sight lines.
- Documentation of the traffic investigations, findings, and recommendations in a draft letter report for client/owner review.
- Preparation of a final letter report responding to client/owner comments.

SCHEDULE

Stantec is prepared to initiate work immediately upon receiving authorization to proceed. Once underway we would require approximately two weeks to schedule and conduct the traffic counts and field work. The draft report would be made available approximately three weeks after completing the field work.

September 21, 2023

Eric Moore

Reference: Proposal-Transportation Design Parameters
Clinton Middle School, Clinton, MA

FEE

The proposed scope of work will be conducted on a time and materials basis in accordance with our current billing rates and within a labor upset limit of \$11,400. Direct project expenses, to include traffic counts by our vendor, will be billed at cost plus ten percent. A \$1,500 direct expense budget is requested. The total estimated fee, \$12,900, will not be exceeded without prior written authorization. The proposed scope of services is subject to our attached standard terms and conditions.

If you have questions, please feel free to contact us at your earliest convenience. We again thank you for inviting us to join your team and look forward to the opportunity to work with you on this exciting project.

Regards,



Rick Bryant, P.E.
Senior Associate
Phone: (413) 387-4502
rick.bryant@stantec.com



Walt Woo, P.E., PTOE
Senior Associate
Phone: (781) 221-1294
walt.woo@stantec.com

Attachment: Stantec Standard Terms and Conditions

By signing this proposal, **Lamoureux Pagano Associates | Architects** authorizes Stantec to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the _____ of _____, _____.
Day Month Year

Per: _____
Client Company Name

Print Name & Title

Signature



The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. The Client will make payment by Electronic Funds Transfer when requested by Consultant.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. Consultant is entitled to rely upon information provided by the Client, its consultants, and third-party sources provided such third party is, in Consultant's opinion, a reasonable source for such information, relating to subterranean structures or utilities. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses and/or expenses, direct and indirect, or consequential damages relating to subterranean structures or utilities which are not correctly identified in such information.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

INDEMNITY: The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

LIMITATION OF LIABILITY: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

In no event shall Consultant's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.



FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ASSIGNMENT: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal is based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts, or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.

APPLICATION

Please submit one electronic application including copies of the signature pages, to the CM at-risk mailbox: IGO-Chapter-149A@mass.gov. A paper copy may also be submitted to the OIG, but is not required. To assist in the evaluation process, please submit and identify information and documents with the item numbers on this application form.

I. General Information

1. Awarding Authority **Town of Clinton**
 - a. Awarding Authority Person in Charge of Project **Steven Meyer**
 - b. Awarding Authority Address: **100 West Boylston Street, Clinton, MA**
 - c. Phone number of Awarding Authority Person in Charge of Project **978 962 1431**
 - d. E-mail address of Awarding Authority Person in Charge of Project **Smeyer@clinton.k12.ma.us**
2. Owner's Project Manager (OPM) assigned or hired **Dore & Whittier Management Partners- Trip Elmore**
 - a. Phone number for OPM **978 914 5507**
 - b. E-mail address for OPM is **Telmore@doreandwhittier.com**
3. Design Firm **Lamoureux Pagano Associates | Architects**
 - a. Principal Designer in Charge of Project **Eric Moore**
 - b. Phone number of the Principal Designer **508 752 2831**
 - c. E-mail address of Designer **emoore@LPAA.com**
4. Narrative description and brief history of the project: **See attachment A**
 - a. estimated square feet **136,000 SQ**
 - b. program type **Educational**
 - c. building type **New Construction**
5. Project schedule elements, including, but not limited to: **See attachment B**
 - a. Feasibility study completion date (if any) **August 2023**
 - b. Owner's Project Manager contract execution date (if not an employee) **August 05, 2022**
 - c. Designer contract execution date **December 20, 2022**

- d. Projected procurement milestone dates, including but not limited to the following items:
 - i. Request for prequalification issuance: **October 2023**
 - ii. Request for proposals issuance: **December 2023**
 - iii. CM at-risk firm contract execution date: **January 2024**
 - iv. Other . . . _____
- e. Projected completion date (use and/or occupancy)
- 6. Submit an estimated total project budget, including but not limited to line items for the following items: **See attachment C**
 - a. Owner's Project Manager contract amount (if not an employee): **\$4,058,000.00**
 - b. Designer contract amount: **\$11,597,703.00**
 - c. Estimated construction cost: **\$115,977,030.00.**
 - d. Other costs _____
 - e. Identify the source of the estimated project budget and estimated construction costs. **OPM and Designer Reconciled Estimates**

II. Awarding Authority Authorization Information

- 7. Submit the attached certification form (see last page) regarding the authorization from the awarding authority's governing body that the awarding authority may enter into a contract with a construction management at-risk firm, including the date of authorization. Submit copies of any public vote if applicable. **See attachment D**
- 8. Submit the name(s) and title(s) of the individuals authorized to sign the CM at-risk contract on behalf of the awarding authority. **See attachment E**
- 9. Submit written evidence of the approval of the governing body of the project plan and procedures, if applicable. **N/A**
- 10. Submit the written determination by the awarding authority that the use of CM at-risk services is appropriate for the building project and the reasons for the determination. **See attachment F**

III. Awarding Authority Capacity Information

- 11. Provide an organizational chart of the project organization showing the roles and responsibilities of each individual or entity participating on the project, including contractors. **See attachment G**
- 12. Provide the name, affiliation, and contact information for all key members of the project team. List relevant qualifications and experience, including any public project experience

and any CM at-risk experience (public or private) on project(s) of similar size and complexity or on any other projects, for: **See attachment H**

- a. the individual/s within the awarding authority that will make project decisions for the awarding authority and that will supervise the Owner's Project Manager, (Permanent Building Committee, MCPPO certified representative- Michael Ward)
 - b. the Owner's Project Manager (OPM),¹
 - c. the Designer,² and
 - d. any other members of the project team or special consultants to be used to support the project (e.g., counsel, accountant, financial advisor), if any.
13. Submit a copy of the scope of services portion of the a) OPM contract and b) designer's contract. If the OPM is an employee, submit the individual's title, job description and scope of work related to the CM at-risk project. **See attachment I**

[Note: You do not need to send in copies of the scopes of services if the project is a school building project receiving assistance from the Massachusetts School Building Authority (MSBA) and the OPM and Designer will be signing the MSBA contracts for CM at-risk services in their entirety with no changes. However, submit a copy of the signed signatory pages.]

IV. Awarding Authority Plans and Procedures

The OIG reviews the awarding authority's plan and procedures for procuring and managing the CM at-risk services to ascertain whether the awarding authority has in place procedures, in accordance with M.G.L. c. 149A, to ensure fairness in competition, evaluation, and reporting of results at every stage in the procurement process. Therefore, provide information regarding each of the following components of a CM at-risk project: **See attachment J**

- 14a. The awarding authority's plan and procedures for conducting the two-phase selection process for hiring a construction manager at-risk firm and the methods that will be used to ensure fairness in competition, evaluation, and reporting of results at every stage in the procurement.
- 14b. The awarding authority's plan and procedures for developing the cost-plus not to

¹ M.G.L. c. 149A, § 3(a) states that "Before procuring the services of a designer ... and prior to submitting an application to use the construction management at-risk delivery method ... the awarding authority shall procure or otherwise employ the services of an owner's project manager pursuant to section 44A 1/2 of chapter 149. The owner's project manager may assist the awarding authority in the procurement of the designer."

² M.G.L. c. 149A, § 3(b) states that "Before submitting an application to use the construction management at-risk delivery method ... the awarding authority shall procure the services of a designer for the building project. In procuring the services of a designer, the awarding authority shall do so in a manner consistent with sections 38A ½ to 39O, inclusive, of chapter 7 (now sections 44-58, inclusive, of chapter 7C). The designer procured by the awarding authority shall be independent of the owner's project manager and the construction management at-risk firm."

³ The plan and procedures must be approved by the governing body, where appropriate. [M.G.L. c. 149A, § 4(a)(2)].

exceed guaranteed maximum price form of contract. Include information on negotiating the contract, including establishing the general condition items, CM at-risk fee, cost of the work and other contract components. Include information on what level of design development the awarding authority plans on establishing the GMP, contingency and other components of the final contract amendment.

- 14c. The awarding authority's plan and procedures for conducting the two-phase selection process for obtaining trade contractors and the methods that will be used to ensure fairness in competition, evaluation, and reporting of results at every stage in the procurement.
- 14d. The awarding authority's plan and procedures for obtaining subcontractors [M.G.L. c. 149A, § 8(j)] and the methods that will be used to ensure fairness in competition, evaluation and reporting of results at every stage in the procurement.
- 14e. The awarding authority's plan and procedures relative to administering and coordinating the project and maintaining project communications.
- 14f. The awarding authority's plan and procedures relative to monitoring and auditing all project costs.

Do not submit requests for qualifications (RFQs), requests for proposals (RFPs), draft contracts, or other such documents related to the CM at-risk delivery method procurement.

V. Certification

The undersigned hereby certifies under the pains and penalties of perjury that all answers and all information contained in this application are, to the best of my knowledge, true and correct.

Signature

Date

Title

Awarding Authority

Clinton Middle School

Appendix:

Table of Contents

Attachment A - Item #4: Narrative description & brief history of the project

Attachment B – Item #5d & e: Projected procurement milestone dates

Attachment C – Item #6: Estimated Total Project Budget

Attachment D – Item #7: Certification Form

Attachment E – Item #8: Individuals Authorized to sign the CM at Risk Contract

Attachment F – Item #10: Written Determination by Award Authority

Attachment G – Item #11: Organizational Chart

Attachment H – Item #12: Key Project Members & Contact Information

Attachment I – Item #13: Signatory Pages of OPM & Designer Contracts

Attachment J– Item #14: Plan for Acquiring appropriate expertise

Item #14b: Plan for conducting two-phase CM at Risk Selection Process

Item #14c: Plan for developing cost-plus GMP contract

Item #14d: Plan for conducting 2-phase Trade Contractor procurement

Item #14e: Plan for obtaining subcontractors

Item #14f: Plan for administering project communications

Item #14g: Plan for monitoring & auditing all project costs

Appendix

Attachment A – Project Narrative (Addresses Application Item #4)

The existing Clinton Middle School is a two-story 130,000 GSF building on a 24-acre site shared with Clinton High School. The Wachusett Reservoir, which is under the management and protection of the DCR's Division of Water Supply Protection (DWSP) Office of Watershed Management, borders the site to the south and is separated from the school site by an earth berm and chain link fence. The site has several access points along West Boylston Street (Route 110) to the north; there is also restricted access from South Main Street, Park Street, and the dyke path (along the top of the earth berm) to the southeast. Clinton High School is located to the west of the Middle School. Athletic fields (football, soccer, track, and field, baseball, and softball), running track, bleachers, parking, and a support/maintenance building are situated on the north side of West Boylston Street directly across from the Middle and High Schools. Other athletic fields (multi-use practice, baseball, softball, tennis, and basketball) are on the south side of West Boylston Street adjacent to the Middle and High Schools.

The preferred new 136,000 SQF building option is located on the athletic fields to the southeast of the existing middle school. It is expected that the new building will be constructed and completed while the existing building remains fully occupied. Once the new building is complete, the existing building will be demolished in its entirety and any remaining site features will be completed. While there will be temporary construction impacts with this option, including the loss of most athletic fields/courts and the relocation of vehicular circulation/parking and site utilities, they relate primarily to the site and the result is a solution that meets all of the Educational Program requirements.

Appendix

Attachment B – Milestone Dates (Addresses Application Item 5d & 5e)

Feasibility Study Completion:	<i>August 2023</i>
Owner's Project Manager Contract Execution:	August 5 th , 2022
Designer Contract Execution:	December 20 th , 2023
Request for CM Prequalification:	October 2023
Request for CM Proposals:	December 2023
CM at Risk Contract Execution:	January 2024
Projected Completion/Final Occupancy:	June 20, 2027

Appendix

Attachment C – Estimated Total Project Budget (Addresses Application item 6)

Clinton Middle School - NC1 (700)

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.16(5)		Estimated Budget	Scope Items Excluded from the Estimated Basis of Maximum Facilities Grant or Otherwise Ineligible	Estimated Basis of Maximum Total Facilities Grant Enter Budget Values for Ineligible Costs in light yellow highlighted cells.	Estimated Maximum Total Facilities Grant¹	NOTE that ineligible costs can not exceed Estimated Budget Cost for any individual line item, distribute across multiple lines if needed.		Template Revised: March 2023 Incorporates revisions to MSBA's project funding limits policy, which was approved at the December 21, 2022 MSBA Board of Directors Meeting.	
Feasibility Study Agreement						Soft Cost Reimbursement			
OPM Feasibility Study		\$284,000	\$0	\$284,000		Category		Estimated Budget	Excluded Costs
A&E Feasibility Study		\$600,000	\$0	\$600,000		Administration:		\$4,706,196	\$1,805,196
Environmental & Site		\$50,000	\$0	\$50,000		A/E Services:		\$12,952,703	\$4,717,703
Other		\$66,000	\$0	\$66,000		Site Acquisition: Ineligible, therefore not included in calculation			\$8,235,000
Feasibility Study Agreement Subtotal		\$1,000,000	\$0	\$1,000,000	\$727,600	Miscellaneous Project Costs:		\$600,000	\$150,000
Administration						FFE:		\$1,950,000	\$270,000
Legal Fees		\$30,000	\$30,000	\$0	\$0	Owners Contingency: Not included in this calculation			\$1,680,000
Owner's Project Manager						Total Eligible Soft Costs =			\$13,266,000
Design Development		\$579,885	\$0	\$579,885		Construction Costs associated with Soft Cost Cap Calculation			
Construction Contract Documents		\$579,885	\$47,775	\$579,885		Category		Estimated Budget	
Bidding		\$289,943	\$0	\$289,943		CM Pre-Construction Services:		\$200,000	
Construction Contract Administration		\$2,319,541	\$1,677,421	\$642,120		Construction Cost:		\$115,977,030	
Closeout		\$289,943	\$0	\$289,943		Construction Contingency: Not included in this calculation			
Extra Services		\$0	\$0	\$0		Total Construction Cost:		\$116,177,030	
Reimbursable & Other Services		\$0	\$0	\$0		Soft Cost Allowance:		20%	
Cost Estimates		\$40,000	\$0	\$40,000		Reimbursable Soft Cost:		\$23,235,406	
Advertising		\$2,000	\$0	\$2,000		Eligible minus Reimbursable =		-\$9,969,406 If >0 enter into Cell C116	
Permitting		\$0	\$0	\$0		-If Eligible minus Reimbursable is negative; OK.			
Owner's Insurance		\$175,000	\$0	\$175,000		-If Eligible minus Reimbursable is positive enter value into "Soft Costs that exceed 20% of Construction Cost" below in the Ineligible column.			
Other Administrative Costs		\$50,000	\$50,000	\$0					
Administration Subtotal		\$4,356,196	\$1,805,196	\$2,551,000	\$1,856,108	Scope Excluded OPM & Designer Costs associated with Scope Excluded Building Costs			
Architecture and Engineering						Scope Excluded Aud/PE (GSF):		1,500	(1.1000%)
Basic Services						Total (GSF):		136,000	
Design Development		\$2,899,426	\$0	\$2,899,426		Estimated Budget		Excluded (%)	Scope Excluded Costs
Construction Contract Documents		\$4,059,196	\$134,175	\$3,925,021		OPM Basic Services:		\$4,343,196	1.1000%
Bidding		\$579,885	\$0	\$579,885		Designer Basic Services:		\$12,197,703	1.1000%
Construction Contract Administration		\$3,479,311	\$4,583,528	-\$1,104,217					
Closeout		\$579,885	\$0	\$579,885		Scope Excluded OPM & Designer Costs associated with Scope Excluded Site Work			
Other Basic Services		\$0	\$0	\$0		Scope Excluded Direct Construction Cost (\$):		\$0	(0.0000%)
Basic Services Subtotal		\$11,597,703	\$4,717,703	\$6,880,000		Total Direct Construction Costs (\$):		\$78,372,344	
Reimbursable Services						Estimated Budget		Excluded (%)	Scope Excluded Costs
Construction Testing		\$0	\$0	\$0		OPM Basic Services:		\$4,343,196	0.0000%
Printing (over minimum)		\$10,000	\$0	\$10,000		Designer Basic Services:		\$12,197,703	0.0000%
Other Reimbursable Costs		\$5,000	\$0	\$5,000		Total Scope Excluded OPM Fees (\$):			
Hazardous Materials		\$300,000	\$0	\$300,000		\$0 Enter in Cell C13			
Geotechnical & Geo-Environmenta		\$250,000	\$0	\$250,000		Total Scope Excluded Designer Fees (\$):			
Site Survey		\$80,000	\$0	\$80,000		\$0 Enter in Cell C28			
Wetlands		\$0	\$0	\$0					
Traffic Studies		\$60,000	\$0	\$60,000					
Architectural / Engineering Subtotal		\$12,302,703	\$4,717,703	\$7,585,000	\$5,518,846	Ineligible Fees associated with OPM (3.5%) & Designer (10%) Fee Caps			
CM at Risk Pre-Construction Services						Upper Limit:		\$74,800,000	136,000
Pre-Construction Services		\$200,000	\$0	\$200,000	\$145,520	Construction Budget:		\$115,977,030	\$550 /sf
Site Acquisition						Basis of OPM & Designer Fee Caps:		\$74,800,000	
Land / Building Purchase		\$0	\$0	\$0		OPM Services Estimated Budget		Ineligible Costs	Eligible Costs
Appraisal Fees		\$0	\$0	\$0		Basic Services:		\$4,343,196	\$1,725,196
Recording fees		\$0	\$0	\$0		Extra Services:		\$106,000	\$0
Site Acquisition Subtotal		\$0	\$0	\$0	\$0	Designer Services Estimated Budget		Ineligible Costs	Eligible Costs
Construction Costs						Basic Services:		\$12,197,703	\$4,717,703
SUBSTRUCTURE						Extra Services:		\$755,000	\$0
Foundations		\$65,300,682						\$755,000	
Basement Construction		\$0				Ineligible Building Area			
SHELL						Ineligible NSF		Ineligible Aud/PE GSF	Other Ineligible GSF
Super Structure		\$0				Core Academic:		900	1,350
Exterior Closure		\$0				Special Education:			
Exterior Walls		\$0				Art & Music:		500	750
Exterior Windows		\$0				Vocations & Technology:			
Exterior Doors		\$0				Chapter 74 CTE:			
Roofing		\$0				Health & Physical Education:		1,000	1,500
INTERIORS						Media Center:			
Interior Construction		\$0				Auditorium / Drama:			
Staircases		\$0				Dining & Food Service:		1,000	1,500
Interior Finishes		\$0				Medical:		50	75
SERVICES						Administration & Guidance:			
Conveying Systems		\$0				Custodial & Maintenance			
Plumbing		\$0				Other:			
HVAC		\$0				Total:		1,500	3,675
Fire Protection		\$0				Grossing Factor:		1.50	
Electrical		\$0							
EQUIPMENT & FURNISHINGS						Mark Up Ratio			
Equipment		\$0				Construction Budget		\$115,977,030	
Furnishings		\$0				Construction Trades Subtotal		\$78,372,344	
SPECIAL CONSTRUCTION & DEMOLITION								1.479820866	= Mark Up Ratio
Special Construction		\$0				Demolition and Abatement Costs			
Existing Building Demolition		\$1,105,000	\$0			Total Demolition and Abatement Costs:		\$2,856,250	
In-Building Hazardous Material Abatement		\$1,000,000	\$0			Ineligible Demolition and Abatement Costs:		-\$751,250	
Asbestos Containing Floor Material / Ceiling Tile Abatement		\$751,250	\$751,250						

Other Hazardous Material Abatement	Update: Item was "Other Site Construction".	\$0	\$0		
BUILDING SITE WORK					
Site Preparation		\$0	\$0		
Site Improvements	"Site Cost over Allowance" line below has been removed.	\$10,215,412	\$0		
Site Civil / Mechanical Utilities		\$0	\$0		
Site Electrical Utilities		\$0	\$0		
Scope Excluded Site Work		\$0	\$0		
Construction Trades Subtotal		\$78,372,344	\$751,250		
Contingencies (Design and Pricing)		\$9,404,681	\$90,150		
Sub-Contractor Bonds		\$0	\$0		
D/B/B Insurance		\$0	\$0		
General Conditions		\$4,875,000	\$46,730		
D/B/B Overhead & Profit		\$5,576,192	\$53,451		
GMP Insurance		\$2,027,331	\$19,433		
GMP Fee		\$2,710,701	\$25,984		
GMP Contingency		\$2,852,186	\$27,340		
Escalation to Mid-Point of Construction		\$10,158,594	\$97,377		
Construction Cost over Funding Cap			\$55,233,892		
Construction Budget		\$115,977,030	\$56,345,607	\$59,631,423	\$43,387,823
Alternates					
Ineligible Work Included in the Base Project		\$0	\$0	\$0	
Alternates Included in the Total Project Budget		\$0	\$0	\$0	
Alternates Excluded from the Total Project Budget		\$0		\$0	
Subtotal to be Included in Total Project Budget		\$0	\$0	\$0	\$0
Miscellaneous Project Costs					
Utility Company Fees		\$250,000	\$0	\$250,000	
Testing Services		\$200,000	\$0	\$200,000	
Swing Space / Modulares		\$0	\$0	\$0	
Other Project Costs (Mailing & Moving)		\$150,000	\$150,000	\$0	
Miscellaneous Project Costs Subtotal		\$600,000	\$150,000	\$450,000	\$327,420
Furnishings and Equipment					
Furniture, Fixtures, and Equipmen		\$975,000	\$135,000	\$840,000	
Technology		\$975,000	\$135,000	\$840,000	
FF&E Subtotal		\$1,950,000	\$270,000	\$1,680,000	\$1,222,368
Soft Costs that exceed 20% of Construction Cost			\$0	\$0	
Project Budget		\$136,385,929	\$63,288,506		\$53,185,685

Board Authorization	
Design Enrollment	700
Total Building Gross Floor Area (GSF)	136,000
Total Project Budget (excluding Contingencies)	\$136,385,929
Scope Items Excluded or Otherwise Ineligible	- \$63,288,506
Third Party Funding (Ineligible)	- \$0
Estimated Basis of Maximum Total Facilities Grant ¹	\$73,097,423
Reimbursement Rate ¹	72.76%
Est. Max. Total Facilities Grant (before recovery) ¹	\$53,185,685
Cx Costs associated with Ineligible Building Area ²	- \$4,658
Cost Recovery associated with Prior Projects ²	- \$0
Estimated Maximum Total Facilities Grant ¹	\$53,181,028

Construction Contingency ³	\$3,479,311
Ineligible Construction Contingency ³	\$2,319,541
"Potentially Eligible" Construction Contingency ³	\$1,159,770
Owner's Contingency ³	\$2,319,541
Ineligible Owner's Contingency ³	\$1,739,656
"Potentially Eligible" Owner's Contingency ³	\$579,885
Total Potentially Eligible Contingency ³	\$1,739,655
Reimbursement Rate	72.76%
Potential Additional Contingency Grant Funds ³	\$1,265,773
Maximum Total Facilities Grant	\$54,446,801
Total Project Budget	\$142,184,781

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

Eligible Demolition and Abatement Costs:	\$2,105,000
Marked Up Eligible Costs:	\$3,115,023

Eligible Site Work Cost			
Total Direct Site Work Costs:	\$10,215,412		
Ineligible Site Work Costs:	\$0	130,825 Eligible Building GSF	
Potentially Eligible Direct Site Work Costs:	\$10,215,412	\$39 Site Work Cost Limit (\$/sf) includes Mark Up	
Potentially Eligible Marked Up Site Work Costs:	\$15,116,980	\$5,102,175 Site Work Cost Allowance includes Mark Up	
Marked Up Eligible Site Work Costs:		\$5,102,175	

Construction Costs and Funding Cap		Ineligible Cost Breakdown	
Total Building Area (GSF):	136,000	Scope Excluded Site Work:	\$0
Ineligible Excess Auditorium/PE Areas (GSF):	-1,500	Site Work Cost beyond Funding Limit:	\$10,014,805
Other Ineligible Building Areas (GSF):	-3,675	Ineligible Demo & Abatement:	\$1,111,715
Eligible Building GSF:	130,825	Scope Excluded Aud/PE Areas:	\$1,279,155
Building Cost Funding Limit (\$/sf):	\$393	Other Ineligible Building Areas:	\$3,133,931
Eligible Building Costs:	\$51,414,225	Construction Cost over Funding Cap:	\$40,806,001
Eligible Site Work Costs:	\$5,102,175		
Eligible Demolition & Abatement Costs:	+ \$3,115,023		
Basis of Construction Costs:	\$59,631,423	Construction Cost Breakdown	
Construction Budget:	\$115,977,030	Total Construction Cost (\$/sf):	\$853
Basis of Construction Costs:	-\$59,631,423	Reimbursable Construction Cost (\$/sf):	\$456
Ineligible Construction Costs:	\$56,345,607	Marked Up Building Costs (\$/sf):	\$711
Construction Cost over Funding Cap:	\$0	Marked Up Site, Building Takedown & Haz Mat (\$/sf):	\$142
If > 0 enter value into Cell C98		Direct Building Cost (\$/sf):	\$538

FF&E Reimbursement					
Eligible Enrollment:	700	Enter Eligible Enrollment			
	Funding Limit	Estimated Budget	Eligible Costs	Ineligible Costs	
Furniture, Fixtures & Equipment:	\$1,200/student	\$975,000	\$840,000	\$0	If >0 enter in Cell C112
Technology:	\$1,200/student	\$975,000	\$840,000	\$0	If >0 enter in Cell C113

Incentive Points			
1.00	(0-2) Maintenance		
0.00	(0-6) Newly Formed Regional School District		
0.00	(0-5) Major Reconstruction or Reno/Reuse type in rounded to 2 decimal places		
	0.00	0 gsf	Renovated or Existing to Remain
		136,000 gsf	
			Total at Conclusion of Project
			If Cell G117 > 0 enter value into Cell F116
0.00	(0-1) Overly Zoning 40R and 40S		
0.00	(0-0.5) Overlay Zoning 100 units or 50% of units 1,2, or 3 family structures		
2.00	(0-2) Energy Efficiency - "Green Schools"		
3.00	Total Incentive Points		Owner's Contingency Cap: 0.50%
			Construction Contingency Cap: 1.00%

Commissioning (Cx) Costs associated with Ineligible Building Area	
Building GSF:	136,000
Cx Fee per GSF:	\$0.90
Ineligible GSF:	5,175
Ineligible Cx Costs:	\$4,658 If >0 enter in Cell B128
Commissioning Fee Schedule	

Cost Recovery associated with Prior Projects	
Prior Project ID Number:	
Prior Project Total Grant:	
Propose School Opens:	
Prior Project Substantial Completion:	
Beneficial use (years):	0.00
Unused Years:	20.00
Unused Years as % of 20:	100.00%
Prior Project Cost Recovery:	\$0 If >0 enter in Cell B128

Enter Date. Assume 15th of August if new school opens in September. For example if turnover is June, new school will not be used until September by students.

Enter Date. If only month is known, assume 15th of the month.

Appendix

Attachment D – Certification Form (Addresses Application item 7)

CERTIFICATE OF AUTHORITY TO USE CM AT-RISK DELIVERY METHOD

I, _____, [legal counsel for the governing body as identified below] do hereby certify to the Office of the Inspector General of the Commonwealth of Massachusetts, in accordance with M.G.L. c. 149A, § 4(a)(1), regarding using construction management at risk services for the following project _____ (“Project”), as follows:

(1) That _____ [name of political subdivision] is a public agency as defined in M.G.L. c. 149, § 44A(1), is duly organized and existing under the laws of the Commonwealth of Massachusetts, and has received the necessary authority and power from _____ [its city council, town meeting or other governing body] to enter into a contract with a construction management at risk firm and to perform all its obligations in connection with the Project.

(2) That the public vote of the governing body, attached hereto (if applicable) was duly adopted and is currently in effect.

Signature

Title

Date

[SEAL]

PERMANENT BUILDING COMMITTEE
SCHOOL BUILDING COMMITTEE SUB-COMMITTEE
MEETING MINUTES



Project: Clinton Middle School
Subject: School Building Committee Meeting
Location: ZOOM
Distribution: Attendees, Project File
MSBA Module: 4- Schematic Design

Project No: 20200640305
Meeting Date: 09/19/2023
Time: 6:30 PM
Prepared By: E. Grijalva

Meeting Agenda

	Name	Affiliation
1. Call to Order	Michael Ward*	Town Admin- PBC Member
2. Senior Center Housing Invoice for Approval	Steven Meyer*	Superintendent – PBC Member
3. Previous Topics and Approval of August 22, 2023, Meeting Minutes	Chris McGown*	Chair of PBC, Head of DPW
4. Project Budget Update	Chris Magliozzi*	Vice-Chair of PBC
5. Invoices and Commitments for Approval	Brian Delorey*	PBC Member
6. MSBA Board of Directors Update	Brendon Bailey	School Committee Chair
7. LPA A Update	Matthew Varakis	School Committee Vice-Chair
8. Construction Delivery Method Discussion Only	Shane McCarthy	Teacher
9. Community Outreach	Bill McGrail	Finance Committee Co-Chair
10. Other Topics not Reasonably Anticipated 48 hours prior to the meeting	Phil Duffy	Director of Community & Econ. Dev.
11. Public Comment	Kelly Turcotte	Special Education Parent Advisory Council
12. Next Meeting	Christine M.	Public
13. Adjourn	Steve O' Connell	Public
	Trip Elmore	DWMP- Project Director
	Mike Cox	DWMP- Project Manager
	Elias Grijalva	DWMP- Assistant Project Manager
	Peter Caruso	LPAA – Project Manager
	Sean Brennan	LPAA- Project Architect
	Eric Moore	LPAA- Sr. Project Architect
	Kevin Seaman	Seaman Engin.
	Lynne Giesecke	Studio 2112

Item No.	Description	Action
16.1	Call to Order: 6:34 PM meeting was called to order by PBC Chair, C. McGown with 5 of 7 members in attendance.	Record
16.2	<p>Senior Center Carriage Housing Invoice and Change Order Approval: Fox Painting Co, Application for Payment No.002 Request, in the amount of <u>\$145,112.50</u></p> <p>A motion to approve Fox Painting Co.'s application for payment request, in the amount of \$145,112.50 was submitted by S. Meyer and seconded by C. Magliozzi.</p> <p>Discussion: None; Roll Call Vote: C. Magliozzi (Y), S. Meyer (Y), C. McGown (Y); Abstentions: M. Ward (experienced technical difficulties) All in favor, motion passes.</p>	Record
16.3	<p>Previous Topics & Approval of August 22, 2023, Meeting Minutes: A motion to approve the 08/22/2023 meeting minutes was submitted by S. Meyer and seconded by C. Magliozzi.</p> <p>Discussion: None; Roll Call Vote: C. Magliozzi (Y), S. Meyer (Y), C. McGown (Y); Abstentions: M. Ward All in favor, motion passes, August 22, 2023, meetings are certified as approved.</p>	Record
16.4	<p>Project Budget Update: <u>M.Cox</u> updates the committee on the current project budget. After tonight's approval of LPA A Amendment No.004, there will be \$41,706.32 left in the budget for future expenditures.</p> <p><u>LPA A Amendment No.004 request.</u></p> <ul style="list-style-type: none"> Geotechnical Testing Services: \$10,010.00 <ul style="list-style-type: none"> (4) borings, taking the four corners of the building to confirm the soil condition. Fire Hydrant Flow Test: \$1,925.00 <ul style="list-style-type: none"> Confirm that there is enough water pressure so that we do not have to put a fire pump in the building. Amendment No.004 Total: <u>\$11,935.00</u> <p>A motion was made by S. Meyer, and second by M. Ward for the approval of the LPA A Amendment No.004.</p> <p>Discussions: None; Roll Call Vote: M. Ward (Y), S. Meyer (Y), C. McGown (Y), B. Delorey; Abstentions: C. Magliozzi (experienced technical difficulties)</p> <p>All in favor, motion passes to approve LPA A Amendment No.004 request.</p>	Record
16.5	Invoices and Commitments for Approval	Record

	<p>Invoice 1: DWMP Invoice #013, in the amount of \$15,000.00</p> <p>A motion was made by M. Ward and seconded by B. Delorey for the approval of the DWMP August invoice.</p> <p>Discussion: None; Roll Call Vote: M. Ward (Y), S. Meyer (Y), C. McGown (Y), B. Delorey; Abstentions: C. Magliozzi All in favor, motion passes to approve DWMP invoice.</p>	
	<p>Invoice 2: LPA A Invoice #008, in the amount of 35,540.00</p> <p>A motion was made by M. Ward and seconded by S. Meyer for the approval of the LPA A August Invoice.</p> <p>Discussion: None; Roll Call Vote: M. Ward (Y), S. Meyer (Y), C. McGown (Y), B. Delorey; Abstentions: C. Magliozzi All in favor, motion passes to approve LPA A invoice.</p>	
16.6	<p><u>MSBA Board of Directors Update</u></p> <p><u>T. Elmore</u> shares a few slides from the MSBA Board of Directors meeting that took place on August 30, 2023. The MSBA accepted the project at an estimated total project cost of \$142,184,781.00, with a proposed square footage of 136,000, and a grade configuration of grades 4-8. The MSBA has invited the Town of Clinton into Schematic Design (SD).</p> <p>Discussion: None</p>	Record
16.7	<p><u>LPA A Update</u></p> <p><u>P. Caruso</u> introduces two of LPA A sub-consultants L. Giesecke from Studio 2112, landscape architect, and Kevin Seaman from Seaman Engineering, Mechanical engineer. He demonstrates the updated floor plans and some of the changes made since the last presentation.</p> <p><u>L. Giesecke</u> demonstrates the up-to-date site plan and traffic pattern. (refer to meeting packet)</p> <p>Discussion: <u>C. McGown</u> asks, can the buses queue along those two lanes near the rain garden? S. Brennan confirms the buses can. They could start queueing all the way back to the intersection. <u>M. Varakis</u> asks if we know how many buses are utilized at the middle school on a typical day. <u>S. Meyer</u> replies for 12 buses. <u>M. Varakis</u> states that hopefully, we will have more room than we have today.</p> <p><u>S. Meyer</u> states that during the executive meeting, we discussed relocating the playground closer to the basketball court so that the basketball court and the play area are close in proximity. <u>L. Giesecke</u> suggests moving the playground north of the landscape berm, right outside the fourth-grade wing, taking advantage of that unprogrammed space, and maintaining the Flexible Greenspace for the PE classes.</p>	Record

S. Meyer likes the suggestion because the playground would be right outside their classroom. A good transition for the students.

S. Meyer asks about area 14 – Multipurpose field, has it been decided if that area will be grass or turf?

L. Giesecke confirms it is grass.

E. Moore states if interested, we can always do an add-alternate in exploring a synthetic turf field.

M. Varakis states that he thinks it's a smart play to at least evaluate it so we can understand the potential cost associated with synthetic turf.

T. Elmore states that if turf is a selected option, then that will increase the budget by an estimated 1 million dollars. It's a significant upgrade.

L. Giesecke explains that there will long long-term operational cost savings.

P. Duffy asks if there is any plan to account for pedestrian circulation along West Boylston Street, there is an existing sidewalk in front of the middle school leading up to the High school.

T. Elmore replies that the sidewalk will remain because we are not disturbing any of that area along West Boylston Street.

L. Giesecke comments there will be pedestrian connections to this within the project.

P. Duffy asked the committee what they thought about the limited pedestrian accommodation.

C. McGown states he is not sure if any upgrades would be part of this project.

C. Magliozzi states he thinks the design team should spend some time thinking about how they can improve the street.

P. Duffy states it might be a good opportunity to look at it within the scope of this project.

C. McGown agrees that the sidewalk is in disrepair and one way or another, it should be upgraded whether it's part of this project or not.

S. Brennan gives an overview of the implications of the MSBA, recently adopted amendments to their energy efficiency credits, and the impact of the new stretch code that the state of Massachusetts adopted.

Old Base Requirement: (PSR Design – Program No Longer Exist)

- LEED for Schools Certified or NE-CHPS Verified
- Exceed Current Energy Code by 10%
- Specific IAQ Points Required – LEED or NE-CHPS

Previously for an Additional 2% reimbursement:

- Exceed current energy code by 20%

Base Requirement

- LEED for Schools Silver or NE-CHPS Verified
- Meeting new Stretch Code
- Minimum IAQ Points – LEED or NE- CHPS
- For an additional 3%: meet OPT in Specialized Code
- For an additional 1%: Achieve two additional IAQ points in LEED or CHPS
- **4% additional available in total**

S. Brennan states our greatest opportunity to make and implement these changes is now, early in the process, so we can avoid costly change orders, but most important is locking in your percentage reimbursement rate and the scope of work at the end of Schematic Design.

New Stretch Mandatory Code Requirements (refer to meeting packet)

- C402.1.5- Envelope Backstop – New set of criteria. Not included in PSR Design. Computational software that allows us to understand how well the building is performing.
- C402.3- Rooftop Solar Ready – Owned in PSR Design.
- C402.5 Air Leakage Testing – New set of criteria. Not included PSR Design. Stretch code is now required. Rely on Mechanical ventilation and reduce the amount of leakage and thermal loss or infiltration into the building.
- C402.7 – Thermal Bridge Derating- New criteria. Not included in PSR Design. Derating the performance of your wall system
- C403 – Building Mechanical System w/ Energy Recovery – PSR Design had efficiency criteria that were met or exceeded. The new code raises the bar.
- C404- Service Water Heating - PSR Design had efficiency criteria that were met or exceeded. The new code raises the bar.
- C406 Additional Efficiency Measures- PSR Design had efficiency criteria that were met or exceeded. The new code raises the bar.
- EV Parking – PSR Design had efficiency criteria that were met or exceeded. The new code requires 10% of your spaces EV Wiring. PSR was close to 10%. Marginal change.

Discussion:

C. Magliozzi asked if you had any idea what the increase in electrical costs would be.

K. Seaman replies with the favorable cost of natural gas and high increase rates of electricity, the electric approach does add more cost compared to the burning of natural gas. The trend is steering away from fossil fuels.

C. Magliozzi asked if there is any way to get some data on lifecycle costs relative to equipment replacement, so the committee can evaluate before deciding. How soon does this decision have to be made?

K. Seaman shares that the green engineer has completed energy models for this school.

S. Brennan replies within two weeks, to a month.

T. Elmore recommends that LPA|A reach out to the Green Engineer, so they can demonstrate some operational cost modeling and some life cycle cost in the next meeting on October 3rd, 2023, so the committee can make an informed decision.

16.8	<p>Construction Delivery Method Discussion and Vote:</p> <p>T. Elmore briefly recaps the Facts, Advantages, and Disadvantages of each Construction Delivery Method, CM @ Risk (Chapter 149a) vs. Design Bid Build (Chapter 149)</p> <p>Discussion: <u>M. Ward</u> asks are Construction Managers (CM) able to manage the process of subcontractor competitive bidding. <u>T. Elmore</u> confirms and explains that as a town you have 18 trade categories from mechanical, and electrical, to plumbing and so on, that are directly bid by the town to the filed sub-bidders'. Once the proposals are received, the accepted low-qualified bidder is then assigned to the CM. The CM is the one who owns the subcontractor at the time that you assign it to them. They also buy approximately 25 other trades independently with input from the team. We are involved in the de-scoping and the understanding of what they're procuring from a scope standpoint. Typically, that's where the OPM and the architect will represent the town and really understand what we're buying.</p> <p><u>M. Ward</u> is the CM fully transparent? <u>T. Elmore</u> replies that it's a fully open-book process. If we want to see something, we get to see it. <u>M. Ward</u> comments that we haven't done it before in this town but I'm willing to give it a try. <u>C. Magliozzi</u> shares that he likes the transparency of CM@ Risk and if any problems arise, we can proactively resolve those problems. Whereas a Design Bid Built, we're forced to be combative, where we're forced to rely on the documents, and if we can't resolve the problem then it ends up in court. I come from a construction background, and we don't do Design Bid Built projects, we only do CM @ Risk projects. <u>B. Delorey</u> commented that he agreed that the CM at Risk method is the way to go. <u>M. Ward</u> asked if our current consultants, OPM and Designer have any experience with CM @ Risk. <u>T. Elmore</u> states I have completed 8 public projects using CM @ Risk since 2004, I also have had numerous discussions with the IG's office regarding improving the process, so, I have extensive experience with CM@ @ risk and so does Eric Moore from LPA A, has numerous CM @ Risk projects. So, your team has the experience to do this. <u>C. McGown</u> commented on past experiences with Design, Bid, and Build projects going to litigation and the Town not winning the legal cases, which M. Ward agreed with. The CM at Risk may proactively help the Town come to a more favorable conclusion at the end of the project.</p> <p>A motion was made by S. Meyer and seconded by B. Delorey for CM @ Risk (Chapter 149a) as the Construction Delivery Method.</p> <p>Roll Call Vote: C. Magliozzi (Y), B. Delorey, M. Ward (Y), S. Meyer (Y), C. McGown (Y), Abstentions: None Motion passes to use CM @ Risk, as the construction delivery method for this project.</p>	Record
16.8.1	<p>If CM at Risk is voted to proceed, the Designation of the Qualification, Proposal, and Interview voting members need to be established and approved.</p>	Record

T. Elmore explains the next couple of steps, submitting the MA Inspector General application, Designation of Qualifications, Proposals, and Interview. The voting members need to be established and approved for this process.

1. MA Inspector General Application to use CM @ Risk as the Construction Delivery Method

- Complete Application > Submit Application > 60 Days IG Application Review > IG Approval to use CM @ Risk

2. Develop, issue, and review CM Risk Qualifications to get shortlisted.

- Create a Request for Qualifications (RFS) > Approve and Issue RFQ > Receive CM Firm Qualifications > Review Qualifications and Select 3-4 firms to submit proposals.

3. Develop, issue, and Review CM @ Risk Proposals/Interviews to select the CM

- Create a Request for Proposal (RFP) > Approve and Issue RFP > Receive CM Firm Proposals > Score Proposals > Interview Firms > Negotiate and Award CM

• CM Subcommittee Criteria

- At Least (2) members from SBC/PBC, (1) member from OPM, and (1) member from Architect.
 - OPM Representative: Trip Elmore
 - LPA|A Representative: Eric Moore

C. McGown states that M. Moran is not present at this meeting, and we don't want to exclude him from tonight's decision for the CM subcommittee selection. We will be meeting in two weeks; we can vote then, on October 3rd.

16.9

Community Outreach Update

T. Elmore talks about public outreach.

- The project message needs to come from within the community.
- Keeping the public informed with accurate information
- Address Concerns and issues at local events
- There is one shot at getting this done, so the community needs to understand how important it is to vote.
 - There is no "costs nothing" approach, it only costs most in the future.
 - Example:
 - Spencer East Brookfield HS's original construction project budget was \$60 Million. The project failed to move forward.
 - 10 years later. The same project is now 112 million. Passed the local vote.

The point is that it only costs more if this project does not pass the first time and the need does not go away.

Discussion: None

15.10	Other Topics not Reasonably Anticipated 48 hours prior to the Meeting: Discussion: None	Record
15.11	Public Comment: Discussion: None	Record
15.12	Next Meeting: 10.03.2023 – CMS Building Committee Remote @ 6:30PM – Remote via ZOOM 10.17.2023 – CMS Building Committee Remote @ 6:30 PM – Location: TBD 11.14.2023 – CMS Building Committee Remote @6:30 PM – Location TBD 12.19.2023 – CMS Building Committee Remote @6:30PM – Location: TBD Discussion: None	Record
15.13	Adjourn: 8:16 PM motion was made by <u>M.Ward</u> and seconded by S. Meyer to adjourn the meeting. Discussion: None; Roll Call Vote: C. Magliozzi (Y), M. Moran (Y), B. Delorey(Y) S. Meyer (Y), C. McGown (Y) Abstentions: None All in favor, the meeting is adjourned.	Record

Sincerely,

DORE + WHITTIER

Elias Grijalva

Assistant Project Manager

Cc: Attendees, File

The above is my summation of our meeting. Please contact me for incorporation into these minutes if you have any additions and/or corrections.

Appendix

Attachment E – Individuals Authorized to Sign CM Contract (Addresses Application Item 8)

Micheal Ward
Town Administrator, PBC Member
100 West Boylston St
Clinton, MA 01510

Appendix

Attachment F– Written Determination by the Awarding Authority (Addresses Application Item 10)

16.8	<p>Construction Delivery Method Discussion and Vote:</p> <p>T. Elmore briefly recaps the Facts, Advantages, and Disadvantages of each Construction Delivery Method, CM @ Risk (Chapter 149a) vs. Design Bid Build (Chapter 149)</p> <p>Discussion:</p> <p>M. Ward asks are Construction Managers (CM) able to manage the process of subcontractor competitive bidding.</p> <p>T. Elmore confirms and explains that as a town you have 18 trade categories from mechanical, and electrical, to plumbing and so on, that are directly bid by the town to the filed sub-bidders'. Once the proposals are received, the accepted low-qualified bidder is then assigned to the CM. The CM is the one who owns the subcontractor at the time that you assign it to them. They also buy approximately 25 other trades independently with input from the team. We are involved in the de-scoping and the understanding of what they're procuring from a scope standpoint. Typically, that's where the OPM and the architect will represent the town and really understand what we're buying.</p> <p>M. Ward is the CM fully transparent?</p> <p>T. Elmore replies that it's a fully open-book process. If we want to see something, we get to see it.</p> <p>M. Ward comments that we haven't done it before in this town but I'm willing to give it a try.</p> <p>C. Magliozzi shares that he likes the transparency of CM@ Risk and if any problems arise, we can proactively resolve those problems. Whereas a Design Bid Built, we're forced to be combative, where we're forced to rely on the documents, and if we can't resolve the problem then it ends up in court. I come from a construction background, and we don't do Design Bid Built projects, we only do CM @ Risk projects.</p> <p>B. Delorey commented that he agreed that the CM at Risk method is the way to go.</p> <p>M. Ward asked if our current consultants, OPM and Designer have any experience with CM @ Risk.</p> <p>T. Elmore states I have completed 8 public projects using CM @ Risk since 2004, I also have had numerous discussions with the IG's office regarding improving the process, so, I have extensive experience with CM@ @ risk and so does Eric Moore from LPA A, has numerous CM @ Risk projects. So, your team has the experience to do this.</p> <p>C. McGown commented on past experiences with Design, Bid, and Build projects going to litigation and the Town not winning the legal cases, which M. Ward agreed with. The CM at Risk may proactively help the Town come to a more favorable conclusion at the end of the project.</p> <p>A motion was made by S. Meyer and seconded by B. Delorey for CM @ Risk (Chapter 149a) as the Construction Delivery Method.</p> <p>Roll Call Vote: C. Magliozzi (Y), B. Delorey, M. Ward (Y), S. Meyer (Y), C. McGown (Y), Abstentions: None Motion passes to use CM @ Risk, as the construction delivery method for this project.</p>	Record
16.8.1	<p>If CM at Risk is voted to proceed, the Designation of the Qualification, Proposal, and Interview voting members need to be established and approved.</p>	Record

Design-Bid-Build

MGL Chapter 149

- You are purchasing a building in accordance with plans and specifications
- Selection is bid/price based (Lowest bidder wins)
- Design is finished, *then* the bid to GC and subcontractors (After MSBA PFA)
- Traditional Massachusetts project delivery method
- Sealed bid, fixed price
- Contract value based on a “lump sum” amount
- “Closed book” construction budget accounting

CM at Risk

MGL Chapter 149a

- You are hiring a professional service firm that manages the construction of buildings and provides input during the design process
- Selection is qualifications *AND* cost-based
- CM provides pre-construction (Prior to MSBA PFA) & and construction services
- CM participates in the sub-contractor prequalification process
- Option for early release bid packages or “fast-track” schedules
- Contract value based on a “Guaranteed Maximum Price (GMP)”
- GMP Assembled with assumptions and allowances for phasing/logistics – Potential for additional reimbursement on unforeseen items
- “Open book” construction budget accounting

Design-Bid-Build

MGL Chapter 149

- Familiar delivery method
- Simple procurement process to manage
- Lowest price proposed & accepted
- Simple accounting (GC/GR)

CM at Risk

MGL Chapter 149a

- Qualifications-based selection
- The builder assists with budgeting, logistics & constructability
- Schematic Design Estimate (reconciled) set budget (Prior to MSBA PFA)
- Fast track scheduling allows the use of Early Release Packages (ERP)
- CM joins the “Team” during the design phase and provides input as documents are developed
- Negotiations and “Team” atmosphere reduces the likelihood of claims and schedule extension
- CM assumes risk for project cost and schedule

Design-Bid-Build

MGL Chapter 149

- Linear process: may mean longer schedule durations
- Construction cost not known until bids received; may require re-design/re-bid (AFTER PFA)
- GC project management, safety, and field supervision is minimal
- Increased probability of disputes/claims
- No GC input in design, planning, constructability or budgeting
- Full costs not realized until completion

CM at Risk

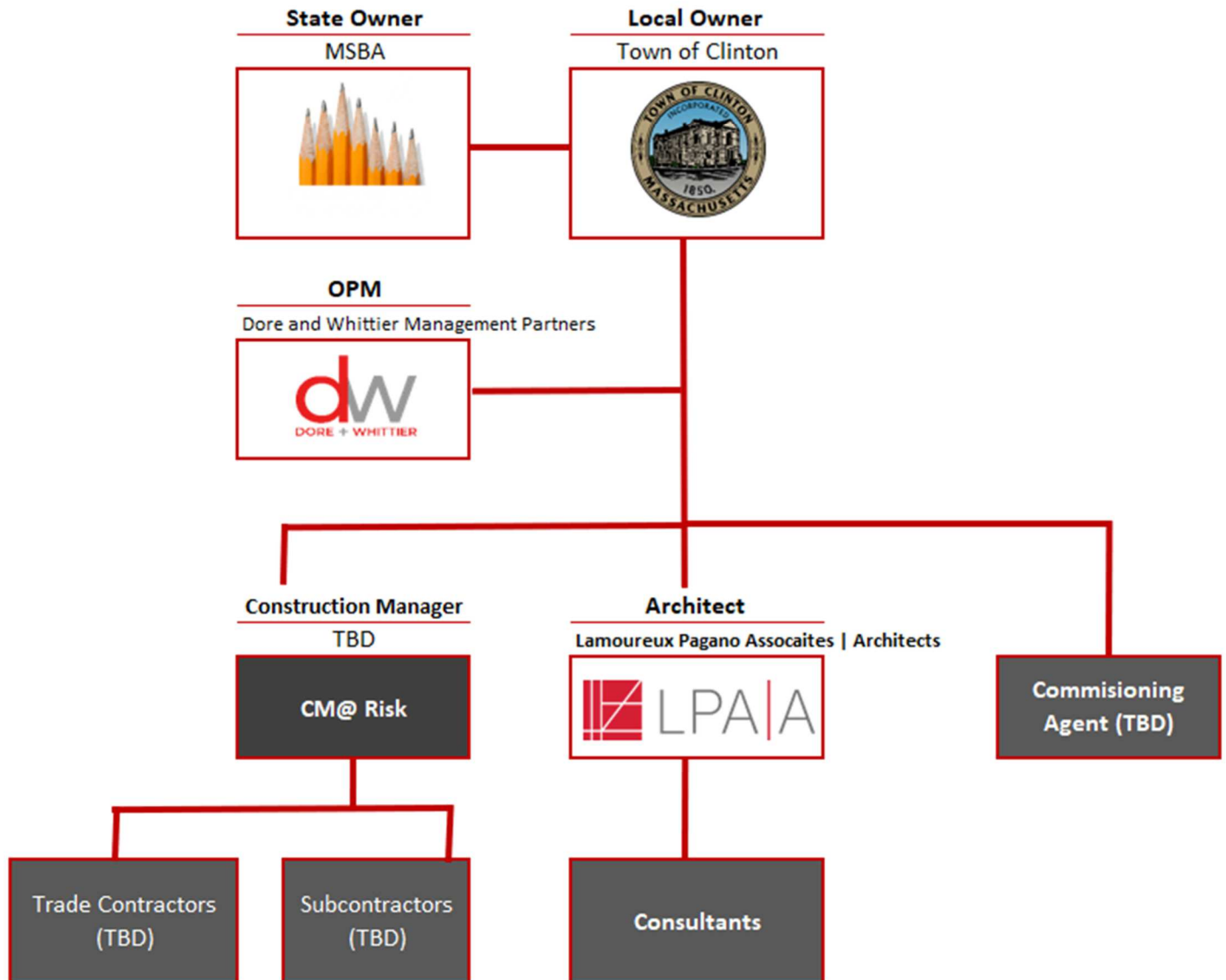
MGL Chapter 149a

- Requires OPM/Design team to be familiar with GMP model
- Two-step procurement process takes time
- Additional CM costs related to preconstruction services

Appendix

Attachment G– Organizational Chart (Addresses Application Item 11)

Town of Clinton -Project Team Organizational Chart



6

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

MSBA

Massachusetts School Building Authority

OwnerTown of Clinton, Massachusetts
Clinton Public Schools**OPM**

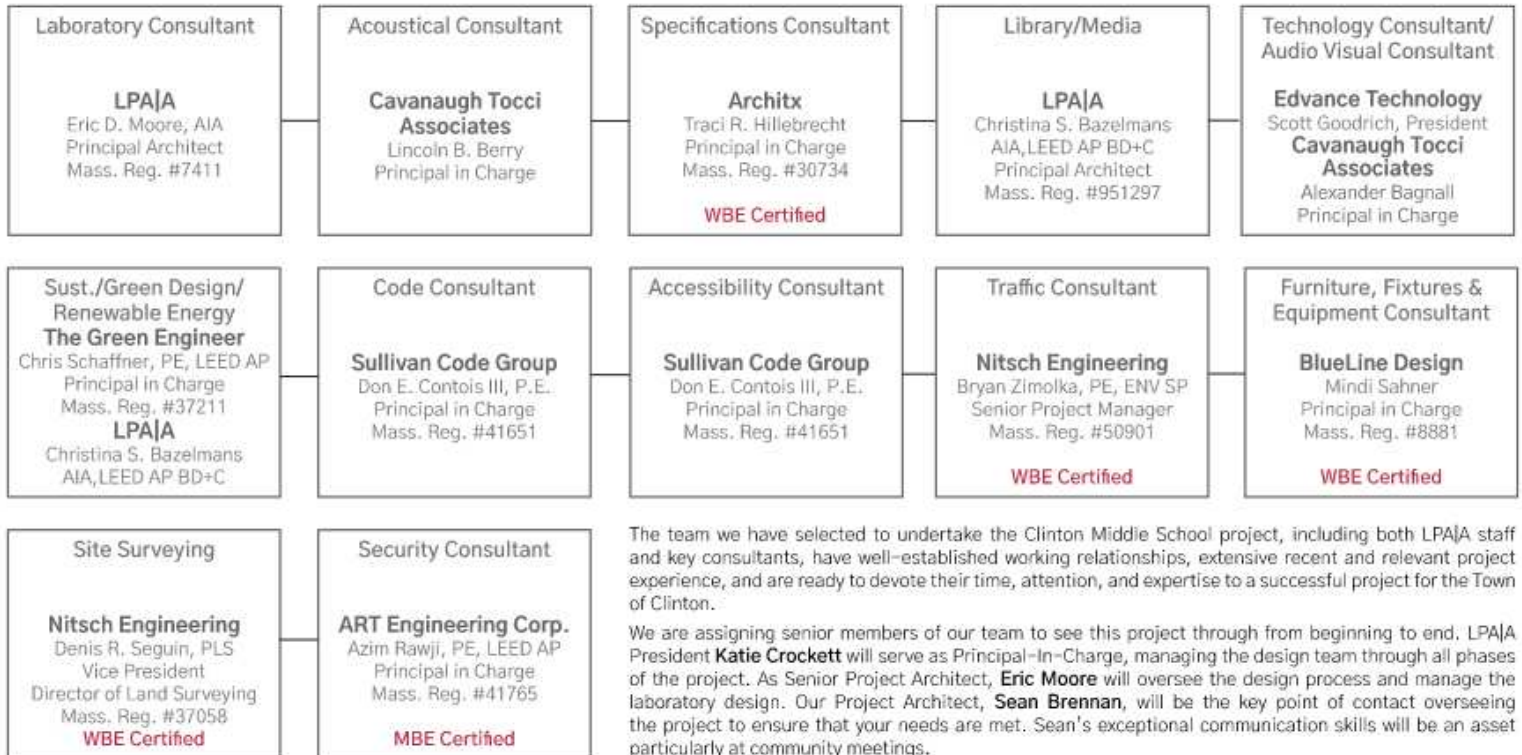
Dore + Whittier

Architecture

Lamoureux Pagano Associates | Architects

Principal-in-ChargeKathryn Crockett, AIA, LEED AP
President
Mass. Reg. #9719**Project Architect/Manager**Eric D. Moore, AIA, Senior Project Architect
Sean W. Brennan, AIA, Project Architect
Peter A. Caruso Jr., AIA, LEED AP, Project Mgr.**Educational
Programming****New Vista Design**David Stephen, AIA/M.Ed
President
Mass. Reg. #9752
LPA|A
Christina S. Bazelmans
AIA, LEED AP BD+C**Civil Engineering****Nitsch Engineering**Jared Gentilucci, PE, CPESC,
LEED AP BD+C
Deputy Director of Civil Eng.
Mass. Reg. #48079
WBE Certified**Landscape Architecture****Studio 2112 Landscape**Architecture, Inc.
Lynne Giesecke, Principal
Mass. Reg. #1621
WBE Certified**Structural Engineering****Bolton & DiMartino, Inc.**Christopher Tuttle
President
Principal in Charge
Mass. Reg. #45239**Fire Protection
Engineering****Sensible Solutions**Lily Kara Barak, President
Principal in Charge
Mass. Reg. #33743
WBE Certified**Plumbing Engineering****Seaman Engineering
Corp.**Kevin R. Seaman, PE,
LEED AP
Principal in Charge
Mass. Reg. #38130**HVAC Engineering****Seaman Engineering
Corp.**Kevin R. Seaman, PE,
LEED AP
Principal in Charge
Mass. Reg. #38130**Electrical/Lighting****ART Engineering Corp.**Azim Rawji, PE, LEED AP
Principal in Charge
Mass. Reg. #41765
MBE Certified**Data/Communications****ART Engineering Corp.**Azim Rawji, PE, LEED AP
Principal in Charge
Mass. Reg. #41765
MBE Certified**Environmental Permitting****Nitsch Engineering**Jared Gentilucci, PE, CPESC,
LEED AP BD+C
Deputy Director of Civil Eng.
Mass. Reg. #48079
WBE Certified**Geotechnical
Engineering****Lahlaf Geotechnical
Consulting, Inc.**Abdelmadjid M. Lahlaf,
Ph.D., P.E.
Principal Engineer
MBE Certified**Geoenvironmental
Engineering****Lord Environmental, Inc.**Ralph J. Tella
President
Mass. Reg. #7473**Hazardous Materials****Universal Environmental
Consultants**Ammar M. Dieb
Principal in Charge
Mass. Reg. #050620**Cost Estimating****A.M. Fogarty &
Associates, Inc.**Peter T. Timothy, President
Cost Estimator**Kitchen/Food Service
Consultant****Colburn & Guyette
Consulting Partners,
Inc.**Edward Arons, FCSI
Principal in Charge

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

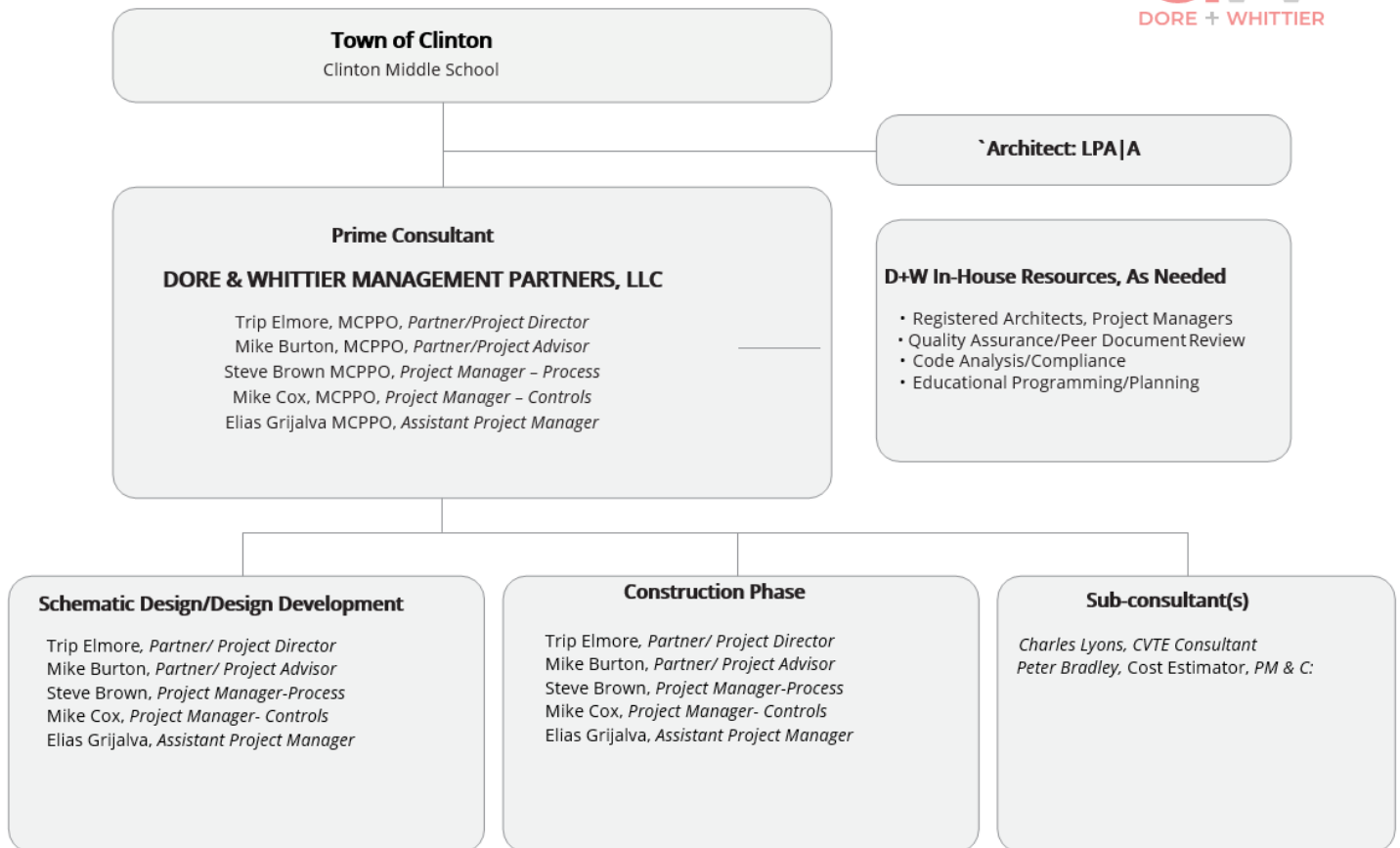


Appendix

Attachment H – Key Project Members & Contact Information (Addresses Application Item 12)

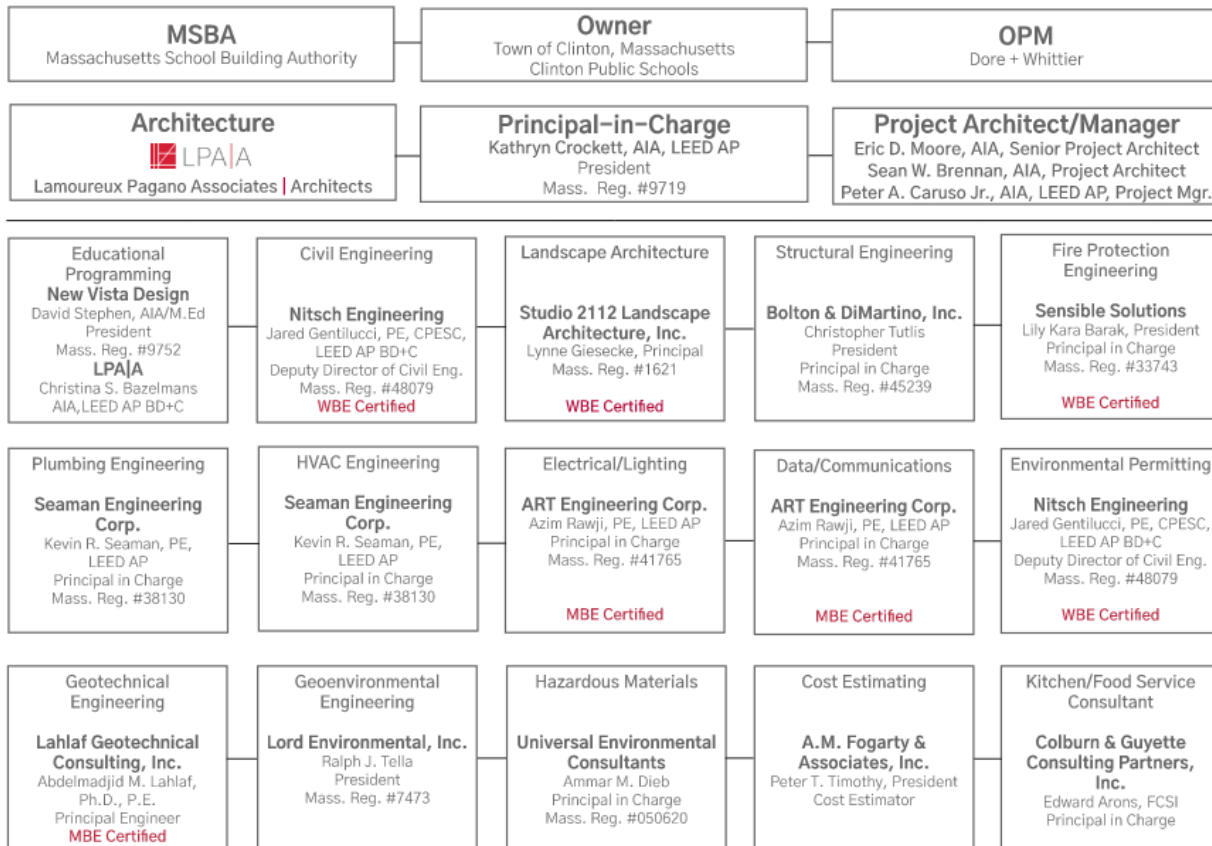
Town Rep: Town of Clinton
Michael Ward – MCPPO certified, PBC Member
Mward@clintonma.gov

OPM: Dore and Whittier Management Partners
Trip Elmore, Project Director
Telmore@doreandwhittier.com



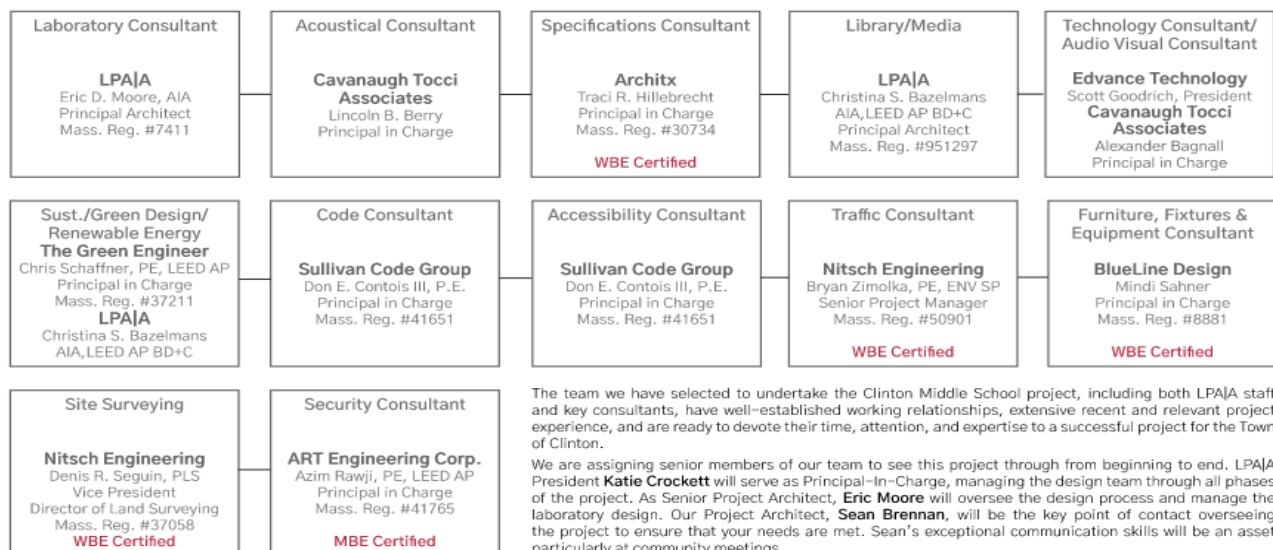
Designer: Lamoureux Pagano Associates | Architect
Eric Moore - Sr. Project Manager
EMoore@LPAA.com

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



Updated July 2016 - Municipalities & Other Public Agencies Form Page 2

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



The team we have selected to undertake the Clinton Middle School project, including both LPA|A staff and key consultants, have well-established working relationships, extensive recent and relevant project experience, and are ready to devote their time, attention, and expertise to a successful project for the Town of Clinton.

We are assigning senior members of our team to see this project through from beginning to end. LPA|A President **Katie Crockett** will serve as Principal-In-Charge, managing the design team through all phases of the project. As Senior Project Architect, **Eric Moore** will oversee the design process and manage the laboratory design. Our Project Architect, **Sean Brennan**, will be the key point of contact overseeing the project to ensure that your needs are met. Sean's exceptional communication skills will be an asset particularly at community meetings.

Associate Principal **Peter Caruso, Jr.**, as Project Manager, will bring his meticulous attention to detail in managing schedules, deliverables, coordination of consultants and all submissions. We have assigned Associate Principal **Christina Bazelmans** to lead the programming process including working with New Vista Design for Visioning and The Green Engineer for Sustainable Design. She will also lead the Library/Media programming and design. Associate Principal **Chris Lee** will oversee all technology for the project including BIM coordination, which is critical for efficient design and communication efforts.

We appreciate that you have high expectations for success on this project, and we have put forward a strong and talented team to meet those expectations. Like Clinton, we value diversity and open communication both within our firm and across our team of consultants. The team of consultants that we have assigned for this project are very familiar with our high standards for design and have consistently demonstrated their commitment to meeting project objectives.

The Commonwealth of Massachusetts

Office of the Inspector General



Hereby designates

Michael Ward

as a

**Massachusetts Certified Public Purchasing Official
(MCPPO)**

November 2, 2022

This designation expires three years from the date of issuance

Jeffrey S. Shapiro

Jeffrey S. Shapiro
Inspector General



MCPPO
Excellence in Public Procurement





Trip Elmore

Partner & Project Director



Years of Experience

12 with Dore + Whittier
29 with other firms

Education

Skidmore College
Bachelor of Science

Training & Certifications

Massachusetts Certified Public
Purchasing Official (MCPPO)

As Project Director, Mr. Elmore oversees the design and management activities of the team. He provides leadership in guiding the team, making pivotal decisions and mitigating critical issues as needed. His 40-plus years of experience in the construction industry, coupled with his problem-solving skills and a special ability to lead a project and guide clients through the process, make him an extremely effective project manager. His education, experience, and track record of projects completed on-time and within budget is an asset to every project.

Current Projects

Clinton Middle School, Clinton, MA

- Project Director, currently in Schematic Design (MSBA)

Tri-County Regional Vocational Technical School, Franklin, MA

- Project Director, currently in Schematic Design (MSBA)

Completed Projects

Ayer-Shirley Regional High School, Ayer, MA

- Project Director for add/reno project, LEED v3 Silver (MSBA)
- Project was constructed using the CM at Risk delivery method

Mt. Greylock Regional School, Williamstown, MA

- Project Director for add/reno project, LEED v4 Silver (MSBA)
- Project was constructed using the CM at Risk delivery method

Maria Hastings Elementary School, Lexington, MA

- Project Director during Design for new, net zero ready school, LEED v4 Gold (MSBA)
- Project was constructed using the CM at Risk delivery method

Bancroft School, Andover, MA

- Project Director for new, LEED v3 Silver school (MSBA)
- Project was constructed using the CM at Risk delivery method

Hamilton Canal Innovation District Parking Garage, Lowell, MA

- Project Director for new 7-story, 900 space public parking garage
- Project was constructed using the CM at Risk delivery method

With Turner Construction:

Newton North High School, Newton, MA

- OPM for new, LEED v2 Gold school (MSBA)
- Project was constructed using the CM at Risk delivery method

With ADP Marshall:

Malden Mill Industries

Intel Corporation

RI Convention Center Hotel & Parking Garage



The Commonwealth of Massachusetts
Office of the Inspector General



Massachusetts Certified Public Purchasing Official Program

SCHOOL PROJECT DESIGNERS & OWNER'S PROJECT MANAGERS
RECERTIFICATION

This certificate is presented to

Robert Elmore III

Certification required by the Massachusetts School Building Authority (MSBA)

Regulations 963 CMR 2.11 (12) and 2.12 (6)

This certification expires three years from March 18, 2021.

GLENN A. CUNHA

INSPECTOR GENERAL

Resumes | Architecture



Eric D. Moore | AIA
Principal Architect

EDUCATION Rhode Island School of Design
Providence, Rhode Island
Bachelor of Fine Arts
R.I.S.D. Scholarship (five years)

PROFESSIONAL REGISTRATION Massachusetts Architectural Registration No. 7411
MCPPO Certified March 2013, Re-certified March 2022

AFFILIATIONS Member: The American Institute of Architects (A.I.A.)
Member: AIA Central Massachusetts Chapter
Vice President, 1994, President 1995–1997
Business Partner: Worcester Art Museum 2018–present

Project Experience:

Town of Belchertown, MA

- Jabish Brook Middle School

Town of Clinton, MA

- Clinton Middle School

City of Worcester, MA

- Worcester Technical High School

Town of Shrewsbury, MA

- Shrewsbury High School
- Floral Street School
- New Senior Center Facility

Town of Holden, MA

- Dr. Leroy Mayo Elementary School

Chapter 149A CM@Risk Projects:

City of Leominster, MA

- Leominster High School Addition/Renovation

City of Worcester, MA

- South High Community School
- Doherty Memorial High School

Town of Auburn, MA

- Auburn Middle School

Town of Shrewsbury, MA

- Shrewsbury Public Library Addition/Renovation

Town of Westborough, MA

- Westborough Public Library Renovation





The Commonwealth of Massachusetts
Office of the Inspector General



Massachusetts Certified Public Purchasing Official Program

**SCHOOL PROJECT DESIGNERS & OWNER'S PROJECT MANAGERS
CERTIFICATION**

This certificate is presented to

Eric Moore

Certification required by the Massachusetts School Building Authority (MSBA)

Regulations 963 CMR 2.11 (12) and 2.12 (6)

This certification expires on March 9, 2025.

GLENN A. CUNHA
INSPECTOR GENERAL



Elective 24.5 LUs

Appendix

Attachment I – Signatory Pages of OPM & Designer Contracts (Addresses Application Item 13)

CONTRACT FOR PROJECT MANAGEMENT SERVICES

This Contract is made this 5th day of August in the year 2022 between
the Town of Clinton, Massachusetts, 242 Church Street
(Owner) (day) (month) (year) (street)
Clinton, Massachusetts, 01510
(City) (State) (Zip Code)
hereinafter called "the Owner" and Dore and Whittier Management Partners, LLC
(Owner's Project Manager)
260 Merrimac Street, Bldg. 7, Newburyport, MA, 01950
(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)
Clinton Middle School located at 100 West Boylston Street, Clinton MA as described in Request for Services

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:

Town of Clinton

Steven C. Meyer, Ed.D

(print name)

Superintendent of Schools

(print title)

By 

(signature and seal)

Date 8/5/2022

OWNER'S PROJECT MANAGER:

Trip Elmore

(print name)

Partner

(print title)

By 

(signature)

Date 8/5/2022

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

This Contract is made as of this 20th day of December in the year 2022 between
the Town of Clinton, 242 Church Street
(day) (month) (year)
Clinton, Massachusetts, 01510
(City) (State) (Zip Code)
hereinafter called "the Owner" and Lamoureux Pagano Associates | Architects
(Designer)
108 Grove Street, Suite 300, Worcester, MA, 01605
(street) (city) (State) (Zip Code)
hereinafter called the "Designer" for the Designer to provide the designer services required to complete the Basic and
Extra Services described herein at Clinton Middle School, Clinton, Massachusetts - Feasibility through Schematic
(name/description of Project)
Design Study.

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

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

Designer's Project Architect/Engineer: Eric D. Moore, AIA/Kathryn Crockett, AIA

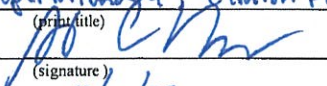
The Subconsultants to provide services, either as Basic or Extra Services, to the Designer under this contract may include the following, as identified on the RFS:

	Name of Firm	Name of Principal	MBE/ WBE
Civil Engineering	Nitsch Engineering, Inc.	Jared Gentilucci	WBE
Landscape Architecture	Studio 2112 Landscape Arch	Lynne Giesecke	WBE
Structural Engineering	Bolton & DiMartino	Christopher Tutlis	
Fire Protection Engineering	Sensible Solutions	Lily Kara Barak	WBE
Plumbing Engineering	Seaman Engineering, Corp.	Kevin Seaman	
HVAC Engineering	Seaman Engineering, Corp.	Kevin Seaman	
Electrical/Lighting/	ART Engineering Corp.	Azim Rawji	MBE
Data/Communications	ART Engineering Corp.	Azim Rawji	MBE

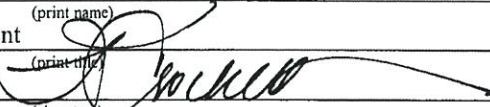
Environmental Permitting	Nitsch Engineering, Inc.	Jared Gentilucci	WBE
Geotechnical Engineering	Lahlaf Geotechnical	Abdelmadjid Lahlaf	MBE
Hazardous Materials	Universal Environmental	Ammar Dieb	
Cost Estimating	A.M. Fogarty & Assoc.	Peter Timothy	
Kitchen/Food Service Consultant	Colburn & Guyette	Edward Arons	
Laboratory Consultant	Lamoureux Pagano Assoc.	Eric D. Moore	
Acoustical Consultant	Cavanaugh Tocci Assoc.	Lincoln Berry	
Specifications Consultant	Architix	Traci Hillebrecht	WBE
Library/Media/Audio Visual Consultant	Lamoureux Pagano Assoc.	Christina Bazelmans	
Technology Consultant	Edvance Technology	Scott Goodrich	
Theatrical Consultant	N/A	N/A	
Sustainable/Green Design/Renewable Energy Consultant	The Green Engineer	Chris Schaffner	
Code Consultant	Sullivan Code Group	Don Contois	
Accessibility Consultant	Sullivan Code Group	Don Contois	
Traffic Consultant	Nitsch Engineering, Inc.	Bryan Zimolka	WBE
Furniture, Fixtures and Equipment Consultant	Blueline Design	Mindi Sahner	WBE
Site Surveying	Nitsch Engineering, Inc.	Denis Seguin	WBE
Security Consultant	ART Engineering, Inc.	Azim Rawji	MBE

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

OWNER

Steven C. Meyer Ed.D.
(print name)
 Superintendent, Clinton Public Schools
(print title)
 By 
(signature)
 Date 12/20/22

DESIGNER

Kathryn Crockett, AIA, LEED AP
(print name)
 President
(print title)
 By 
(signature)
 Date December 20, 2022

Appendix

Attachment J – Plan and Procedures (Addresses Application items 14A through 14E)

The Town of Clinton, Massachusetts, through its Permanent Building Committee, has assembled and hired the expertise necessary to execute the *Clinton Middle School Building Project* with the CM at Risk delivery method as demonstrated in the experience section above, along with the previously submitted qualifications of DWMP (OPM) and *Lamoureux Pagano Associates | Architects* (Designer).

In order to ensure fairness in competition, evaluation, and reporting of results at every stage in the procurement of understanding of the CM at Risk procedures and quality assurance, the PBC commits to following the detailed steps recommended by the Inspector General's Office in executing the CM at risk process. A prequalification and selection committee will be formed in order to proceed as follows (copied from the IG website):

Obtaining OIG Approval to Use CM at Risk:

Public awarding authorities are required to obtain the prior approval of the Office of the Inspector General (OIG) before using CM at risk for a public building project.

Before submitting an application to the OIG, you are required to procure or otherwise employ the services of an owner's project manager, who may assist you in procuring the design contract.

You are also required to procure the services of a designer in accordance with the requirements of the designer selection law before submitting an application to the OIG. Under M.G.L. c. 149A, the owner's project manager, the designer, and the CM at risk firm must be independent of one another.

14A: Procuring the CM at Risk Contract:

M.G.L. c. 149A requires a two-phase process to select the CM at risk firm. The major steps in the selection and contracting process are as follows:

- Establish a Prequalification Committee.
- Prepare and advertise the RFQ for CM at risk services.
- Evaluate the statements of qualifications and prequalify at least three CM at risk firms.
- Establish a Selection Committee.
- Prepare the RFP and distribute it to the prequalified CM at risk firms.
- Receive, evaluate, and rank the CM at risk proposals.
- Negotiate non-fee contract terms with the selected proposer and award the CM at risk contract.

Step 1: Establish a Prequalification Committee.

The Prequalification Committee's role will be to review and evaluate responses to a request for qualifications (RFQ) that you will issue for CM at risk services. The Prequalification Committee must be comprised of a representative of the designer, the owner's project manager, and at least two representatives of your jurisdiction.

Step 2: Prepare and advertise the RFQ for CM at risk services.

You will advertise for statements of qualifications from CM at risk firms, following the procedures set forth in M.G.L. c. 149A. The RFQ and public notice must include the following information:

The time and date for receipt of RFQ responses, the address of the office to which the responses must be delivered, and the time frame in which the public agency will respond to the responses;

1. A general description of the project, including preliminary concept designs and key factors important to the final selection
2. The evaluation procedure and criteria for selection, including any rating system
3. A specific description of the scope of services expected of the selected CM at risk firm during the design, preconstruction, and construction phases of the project;
4. A general description of the anticipated schedule and estimated construction cost for the building project;
5. A listing of the project team, including the public agency, the designer, and the public agency's owner's project manager;
6. The criteria for the selection of the CM at risk firm, including minimum experience, requirements for presentations, and the schedule for the selection process;
7. A prohibition against any unauthorized communication or contact with the public agency outside of official pre-proposal meetings;
8. If desired by the public agency, a limitation on the size and number of pages to be included in the response to the RFQ; and
9. A statement indicating that the RFQ will be used to prequalify CM at risk firms that will be invited to submit proposals in response to a request for proposals issued pursuant M.G.L. c. 149A, §6. [M.G.L. c. 149A, §5(c)]

If space considerations make it difficult to include the evaluation procedures and criteria in the public notice, we recommend that you reference this information in the public notice. However, essential information such as the submission requirements, scope of services, and project description should be included in the public notice as well as the RFQ. Your RFQ must inform interested CM at risk firms of the required contents of their statements of qualifications. M.G.L. c. 149A requires the following information to be included in each statement of qualifications submitted by a CM at risk firm

- A cover letter or executive summary detailing the key elements and factors that differentiate the firm from other responders;
- A completed qualifications application similar in form to AIA Document A305, 1986 edition, listing general business information and financial capacity;
- A list of lawsuits and arbitrations to which the firm is a party in regard to construction contracts within the past three years, including a list of all convictions or fines for violations of state or federal law;
- A project organization chart with specific information on key project personnel or consultants;
- an audited financial statement for the most recent fiscal year and a letter from the surety company

of the firm confirming the ability to provide performance and payment bonds for the building project under consideration; but, the financial information submitted shall remain confidential and shall not be a public record to the fullest extent permissible under the law;

- Information on the firm's safety record, including its workers' compensation experience modifier, for the past three years;
- information on and evidence of the firm's compliance record with respect to minority business enterprise and women business enterprise inclusion goals and workforce inclusion goals;
- Information regarding the firm's experience on similar building projects, including references from the owners and architects of these projects;
- Information regarding the firm's experience on similar projects that used the CM at risk delivery method, including references from the owners and architects of these projects;
- Information on any projects where the firm was terminated, failed to complete the work, or paid liquidated damages;
- Specific examples of the firm's project management reports or other illustrations of the company's operating philosophy;
- a certificate of eligibility issued by the division of capital asset management and maintenance pursuant to section 44D of chapter 149, showing a capacity rating sufficient for the project, and an update statement; and
- Any other relevant information that the public agency deems desirable.

The RFQ must be advertised, at least two weeks before the deadline for submitting responses to the RFQ, in a newspaper of general circulation in the area in which the building project is located, in the central register pursuant to section 20A of chapter 9, and within the COMMBUYS system.

Step 3: Evaluate the statements of qualifications and prequalify at least three CM at risk firms.

Upon receipt of the statement of qualifications submitted by construction management at risk firms, the prequalification committee established pursuant to subsection (b), shall evaluate each statement of qualifications using the criteria as provided in the RFQ. Only construction management at risk firms achieving an acceptable rating as defined pursuant to clause (3) of subsection (c) will be selected to proceed to phase 2 of the 2-phase selection process and receive a request for proposals issued pursuant to section 6. The prequalification committee shall select a minimum of 3 qualified construction management at risk firms to receive the request for proposals. If the prequalification committee is not able to identify a minimum of 3 qualified construction management at risk firms, the public agency shall re-advertise the building project using the procedures herein, or may procure the building project pursuant to the provisions of sections 44A to 44J, inclusive, of chapter 149. The decision of the prequalification committee shall be final and shall not be subject to appeal except on grounds of fraud or collusion. [M.G.L. c. 149A, §5(f)]

Step 4: Establish a Selection Committee.

Before issuing the RFP for CM at risk services to the prequalified CM at risk firms, you are required to establish a Selection Committee to review and evaluate responses to the RFP. The membership requirements for this committee are identical to those for the Prequalification

Committee (1 representative of the designer, the owner's project manager, and at least 2 representatives of the public agency), and you may appoint the same individuals to both committees.

Step 5: Prepare the RFP and distribute it to the prequalified CM at risk firms.

The following information must be included in the RFP:

- All information required by M.G.L. c. 149A to be included in the RFQ and public notice (listed under the previous Step 2);
- the date, time and place for submission of proposals;
- a clear description of the submission requirements including separate price and technical components;
- detailed information concerning the project scope including any preliminary design information, geotechnical reports, existing condition surveys and specifications;
- specific information on the project schedule including design deliverables, site availability and occupancy expectations;
- a detailed description of the scope of work and deliverables expected from the construction management at risk firm during the preconstruction phase;
- the minority business enterprise and women business enterprise inclusion goals and workforce inclusion goals for the building project;
- a clear description of the communication guidelines to be followed during the procurement process including any measures to assure that the selection process will be open and fair;
- the form of contract and general and supplemental conditions including any incentive provisions allowable under this statute and any damages for delay provisions;
- the budget for the project;
- a fully developed schedule of cost items listing the public agency's determination of what will be considered fee, cost of the work, and general condition items;
- specific information on the evaluation criteria including any point scale or measurement system;
- the timetable and process for establishing a guaranteed maximum price including status of design and limitations on the amount and use of contingency; and
- a list of the trade contractor classes of work to be required in the trade contractor prequalification plan. [M.G.L. c. 149A, §6(b)]

Each CM at risk proposal must contain a separate price component and a technical component. M.G.L. c. 149A prescribes the contents of these proposal components, and these requirements should be incorporated into the RFP.

On a CM at risk contract, trade contractors are subcontractors that perform work in subtrade categories that are subject to filed sub-bidding on a M.G.L. c. 149 contract. The required procedures for procuring trade contracts are discussed later in this chapter.

The price component of each CM at risk proposal must include:

- The fee for preconstruction services with appropriate detail,
- The fee for construction services with explanation of the basis, and
- The estimated cost of general conditions with appropriate detail. [M.G.L. c. 149A, §6(c)(1)]
- The technical component of each CM at risk proposal must include:
 - A detailed project approach, including preconstruction services;
 - Supplemental, relevant project references;
 - A listing of the project team members with position descriptions and relevant time commitments of these team members during the project;
 - The construction management plan indicating an approach to control of cost, schedule, quality, documents, and claims;
 - Preliminary definition of trade contractor and subcontractor bid packages and scopes of work;
 - An affidavit of prevailing wage compliance pursuant to M.G.L. c. 149, §§26 and 27;
 - A commitment letter from a surety licensed to do business in the Commonwealth and whose name appears on United States Treasury Department Circular 570 stating the surety's willingness to bond the building contract in the full sum of the contract at 110 percent of the budget for the building project;
 - A technical challenges and solutions plan; and
 - Any qualifications or exceptions to the terms of the form of contract or supplemental conditions as included in the RFP. [M.G.L. c. 149A, §6(c)(2)]

Step 6: Receive, evaluate, and rank the CM at-risk proposals.

Upon receipt of the proposals to the RFP issued pursuant to subsection (b), the selection committee shall evaluate all proposals in accordance with the criteria included in the RFP; but, if the selection committee elects to conduct an interview with construction management at risk firm who submits a proposal in response to the RFP, then the selection committee shall conduct interviews with each construction management at risk firm that submits a proposal to said RFP. Based upon the evaluations of each proposal submitted by each construction management at risk firm, the selection committee shall rank the proposals submitted by the construction management at risk firms. The decision of the selection committee shall be final and not subject to appeal except on the grounds of fraud or collusion. [M.G.L. c. 149A, §6(d)]

Step 7: Negotiate non-fee contract terms with the selected proposer and award the CM at-risk contract.

The selection committee shall commence non-fee negotiations with the highest-ranked construction management at-risk firm. If the selection committee determines that negotiations with the highest-ranked construction management at risk firm will not result in a contract acceptable to the public agency, the selection committee shall terminate negotiations with the highest-ranked construction management at risk firm and shall commence negotiations with the next highest ranked construction management at risk firm. The process shall continue until the selection committee has reached an acceptable contract with one of the prequalified construction

management at risk firms. The list and ranking of proposed construction management at risk firms shall be certified by the public agency and made available as a public record after the contract award. [M.G.L. c. 149A, §6(e)]

14B: Negotiating the Guaranteed Maximum Price

Each contract for a building project procured pursuant to sections 1 to 9, inclusive, shall utilize a cost-plus not to exceed guaranteed maximum price form of contract in which the public agency shall be entitled to monitor and audit all project costs. The construction management at risk firm shall not be entitled to share in any savings between the final guaranteed maximum price figure and the final cost of the work including the fee of the construction management at risk firm, except that the public agency may include an incentive clause with the contract for various performance objectives; but, the incentive clause shall not include an incentive that exceeds 1 per cent of the estimated construction cost. [M.G.L. c. 149A, §7(b)(1)]

The GMP amendment to the contract is required to include:

- A detailed line-item cost breakdown by trade, including cost of pre-GMP work;
- Dollar amounts for the CM at risk firm's contingency;
- Dollar amounts for the CM at risk firm's general conditions and fees, including for pre-GMP work;
- A list of all drawings, specifications, and other information on which the GMP is based;
- A list of allowances and statement of their basis;
- A list of any assumptions or clarifications on which the GMP is based;
- The dates for substantial and final completion on which the GMP is based; and
- A schedule of applicable alternates and unit prices. [M.G.L. c. 149A, §7(b)(4)]

Within five business days of the date on which the GMP amendment is executed, the CM at risk firm is required to furnish you with performance and payment bonds in the full amount of the GMP.

In the event that a guaranteed maximum price cannot be successfully negotiated between the public agency and the construction management at-risk firm, the selection committee may commence negotiations with 1 additional proposer starting with the next highest-ranked proposer. In the event that a contract and guaranteed maximum price amendment cannot be successfully negotiated between the selection committee and the next highest ranked proposer, the public agency shall terminate the procurement process and shall instead procure the project in accordance with sections 44A to 44J, inclusive, of chapter 149. Upon the termination, the public agency may not re-apply for approval to use the construction management at risk delivery method for the same building project unless the building project has been materially changed in form or function. [M.G.L. c. 149A, §7(c)]

14C: Procuring Trade Contracts Estimated to Cost More Than \$25,000

There will be two types of subcontractors on a CM at-risk project: trade contractors, which perform

subtrade work that would be subject to filed sub-bidding on a M.G.L. c. 149 contract, and other subcontractors. Based on the information provided by the CM at-risk firm regarding the scope of each trade contract, your jurisdiction will conduct a two-phase trade contractor selection process for all sub-bid classes of work that meet or exceed \$25,000. The steps of the trade contractor selection process are summarized below:

1. Establish a Trade Contractor Prequalification Committee.
2. Prepare and advertise a request for qualifications (RFQ) for trade contractor services for each trade contract.
3. Evaluate responses and prequalify trade contractors receiving a point score of 70 or higher.
4. Prepare the Request for Bids (RFB) and distribute it to the prequalified trade contractors.
5. Receive, open, and review trade contract bids.
6. The CM at risk firm executes the Trade Contractor Agreement with the prequalified trade contractor submitting the lowest bid for each trade contract.

Step 1: Establish a Trade Contractor Prequalification Committee.

The Trade Contractor Prequalification Committee must be comprised of a representative of the designer, a representative of the CM at-risk firm, and two representatives appointed by the public agency.

Step 2: Prepare and advertise a request for qualifications (RFQ) for trade contractor services for each trade contract. M.G.L. c. 149A contains detailed provisions governing the RFQ evaluation criteria, information requirements, and point rating system to be used in prequalifying trade contractors. You are required to advertise the RFQ in a newspaper of general circulation in the area in which the building project is located, in the Central Register, and on the COMMBUYS system not less than two weeks prior to the deadline for responses to the RFQ. The following information must be included in the trade contractor RFQ and the public notice of the RFQ

- The date, time, and place for submission of responses to the RFQ;
- Relevant information about the project and the bidding process;
- The specific criteria for trade contractor prequalification and selection;
- A statement indicating that the RFQ will be used to prequalify trade contractors that will be invited to submit bids; and
- A statement indicating that the responders' names are to be posted but that the responses will not be opened publicly. [M.G.L. c. 149A, §8(c)]

We recommend that you include the estimated value of the subcontract since, as will be discussed, trade contractors responding to the RFQ are required to submit a commitment letter for performance and payment bonds in the amount of 110 percent of the estimated trade contract value.

If space considerations make it difficult to include this information in the public notice, we recommend that you reference this information instead. However, essential information such as

the submission requirements and project description should be included in the public notice as well as the RFQ.

The RFQ must require only the specific information prescribed by M.G.L. c. 149A and must identify the specific point allocation for each category and subcategory of information. Within each category, the public agency may use its discretion in allocating points among subcategories, consistent with the total points for each category. The evaluation criteria and corresponding point ratings required by M.G.L. c. 149A are as follows:

1. Management experience (30 points; minimum of 10 points required for approval).

- Business owners: Name, title, years with firm of the owner(s) of the business.
- Management personnel: Names, title, education and construction experience, years with firm, and list of projects completed by all management personnel.
- Similar project experience: Project name(s), description of scope, original trade contract sum, final trade contract sum with explanation, and date completed of similar projects.
- Terminations: A list of any projects on which the trade contractor was terminated or failed to complete the work.
- Lawsuits: A list of commercial lawsuits in which the trade contractor is a defendant or defendant-in-counterclaim with regard to construction contracts within the last three years. The lawsuits shall not include any actions that primarily involve personal injury or workers' compensation claims, or where the sole cause of action involves the trade contractor's exercise of its rights for direct payment under M.G.L. c. 30, §39F.
- Safety record: The three-year history of the trade contractor's workers' compensation experience modifier.

2. References (10 points; minimum of 5 points required for approval).

- Client references: A list of client references for all projects listed under "Similar project experience" (as described in the third bullet under "Management experience"), including the project name, client's name, address, telephone and fax numbers, and contact person.
- Credit references: A list of a minimum of five credit references, including the telephone and fax numbers of contact persons from key suppliers, vendors, and banks.
- Public project record: A list of all public building construction projects subject to M.G.L. c. 149 completed during the past three years, including the client's name, address, telephone and fax numbers, and contact person for each project.

3. Capacity to complete projects (20 points; minimum of 10 points required for approval).

- Annual revenue for the prior three fiscal years. (Note that the RFQ may not require trade contractors to submit financial statements.)
- Revenue under contract for the next three fiscal years

4. Mandatory commitment letter, for which no points are assigned, for payment and performance bonds in the amount of 110 percent of the estimated trade contract value, issued by a surety company licensed to do business in the Commonwealth and whose name appears on United States Treasury Department Circular 570.

Each response to the RFQ must be signed under pains and penalties of perjury.

Step 3: Evaluate responses and prequalify trade contractors receiving a point score of 70 or higher.

The Trade Contractor Prequalification Committee will review and score the responses using the evaluation criteria listed above. All trade contractors receiving a point score of 70 or higher must be prequalified to bid. M.G.L. c. 149A permits five points to be added to the total score of each minority-owned business enterprise and women-owned business enterprise, consistent with your jurisdiction's MBE/WBE participation goals for the project. [M.G.L. c. 149A, §8]

After the trade contractor prequalification process has been completed, you are required to notify all prequalified trade contractors that they have received approval to bid and to inform them of the schedule for the Request for Bids (RFB) process, discussed below. You must make each trade contractor's score available to the trade contractor itself, but

M.G.L. c. 149A states that the score will not be a public record and will not be open to public inspection, "to the fullest extent possible under the law." M.G.L. c. 149A also provides that the decision of the Trade Contractor Prequalification Committee shall be final and not subject to appeal except on the grounds of fraud or collusion. [M.G.L. c. 149A, §8(f)]

Step 4: Prepare the Request for Bids (RFB) and distribute it to the prequalified trade contractors.

The next step is to send each prequalified trade contractor a Request for Bids (RFB), which must include the following information:

- The date, time, and place for submission of bids;
- fully detailed drawings and specifications by class of work in accordance with paragraph (a) of subsection (1) of section 44F of chapter 149 which shall provide for full competition for each item of material to be furnished under the contract as set forth under subsection (b) of section 39M of chapter 30;
- A detailed definition of the trade contractor's scope of work, including alternates and allowances, if any, within that scope of work;
- A project schedule indicating the planned sequence and duration of each trade contractor's work;
- A list of prequalified trade contractors;
- A trade contractor bid form requiring a listing of price, addenda, alternates and allowances, if any, for the trade work; certification that the trade contractor will perform the complete trade work with employees on its own payroll, except for work customarily performed by sub-trade subcontractors

within the trade; and the names of all sub-trade subcontractors to be used if awarded the trade contract and each sub-trade contract sum;

- An affidavit stating that all sub-trade subcontractors named on the bid form have been prequalified by the trade contractor using criteria similar to the criteria for the prequalification of trade contractors;
- An affidavit of tax compliance;
- An affidavit of prevailing wage compliance pursuant to M.G.L. c. 149, §26 and §27;
- A non-collusion affidavit;
- A requirement for the bidder to furnish a five percent bid bond from a surety company licensed to do business in the Commonwealth and whose name appears on U.S. Treasury Department Circular 570;
- The budget for the project and the budget amount for the trade contract scope of work as provided in the project GMP, if available, or as provided in the most recent project budget; and
- A Trade Contractor Agreement form as set forth in M.G.L. c. 149A, including all exhibits. [M.G.L. c. 149A, §8(g)]

The materials specifications must conform to the requirements for full competition contained in M.G.L. c. 30, §39M (discussed in Chapter IV of this manual in the section entitled “Proprietary Specifications”).

Step 5: Receive, open, and review trade contract bids.

Trade contractors must submit their bids in accordance with the requirements contained in the RFB package. The bids must be opened publicly by your jurisdiction. Any bid that does not include the required bid bond or affidavits or that is incomplete, conditional, obscure, or contains additions not required in the RFB must be rejected.

Step 6: The CM at risk firm executes the Trade Contractor Agreement with the prequalified trade contractor submitting the lowest bid for each trade contract.

Each trade contract must be awarded to the lowest prequalified bidder in that category. However, if your jurisdiction receives fewer than three responsive bids and the lowest bid exceeds the estimated cost of the trade contract work, the CM at-risk firm shall attempt to negotiate an acceptable price with the lowest prequalified bidder. If the CM-at-risk firm is unsuccessful in doing so, the CM-at-risk firm must terminate negotiations with the lowest prequalified bidder and initiate negotiations with the second-lowest prequalified bidder. If the CM at-risk firm is unable to negotiate an acceptable price for the trade contract with either the lowest or the second-lowest prequalified bidder, the CM at-risk firm must then solicit additional bids for the work on behalf of and with the consent of your jurisdiction. In soliciting these additional bids, the CM at-risk firm must use the procedures required by M.G.L. c. 149A for selecting subcontractors that are not trade contractors on the CM at-risk project. These subcontractor selection procedures are discussed later in this section.

The selected trade contractor must return the signed Trade Contractor Agreement to the CM at

risk firm within ten business days of receiving the Trade Contractor Agreement from the CM at risk firm. Along with the executed Trade Contractor Agreement, the trade contractor must provide the CM at-risk firm with performance and payment bonds in the full amount of the contract and insurance certificates required by the Trade Contractor Agreement.⁸²

14E: Procuring Other Subcontracts Estimated to Cost More Than \$25,000

The CM at risk firm is responsible for managing the procurement of subcontracts that are not trade contracts, in collaboration with your jurisdiction, when those subcontracts are estimated to cost more than \$25,000. The CM at-risk firm is first required to draw up a list of the required qualifications for each subcontract and to select three subcontractors that meet the qualifications. The CM at-risk firm then submits the required qualifications and list of three subcontractors to your jurisdiction for approval. You are allowed to eliminate subcontractors or to add subcontractors to the list, provided that any subcontractor added to the list is acceptable to the CM at-risk firm.

After your jurisdiction has approved the list of subcontractors for a subcontract, the CM at-risk firm invites bids from the approved subcontractors. The bids must be based on detailed bidding information developed by the CM at-risk firm. For each subcontract, the CM at-risk firm selects a subcontractor and presents the bids and the selection decision(s) to your jurisdiction, along with a written explanation of the reason for the subcontract award. [M.G.L. c. 149A, §8(j)]

For subcontracts estimated to cost \$25,000 or less, the CM at risk firm may use any subcontractor selection method that has been approved by your jurisdiction.

Undertaking Construction Work Prior to Execution of the GMP Amendment

M.G.L. c. 149A sets forth the specific conditions under which you may undertake portions of the construction work before your jurisdiction has executed the GMP amendment to the contract with the CM at risk firm. For any such work, you must execute a separate amendment to your contract with the CM at risk firm detailing the scope of the fast-tracked work and dollar amount of the amendment, which must include the cost of construction, the general conditions, and any additional fee to be paid to the CM at risk firm. Also, any work performed before the GMP amendment is executed is subject to the trade contractor selection process discussed earlier in this chapter.

If you undertake construction work under such a contract amendment and subsequently fail to negotiate a GMP amendment with the CM at risk firm, any trade contracts between the CM at risk firm and trade contractors for work scheduled to begin before execution of the GMP amendment may be assigned to your jurisdiction or to another CM at risk firm designated by your jurisdiction, without the consent of the trade contractors. In this case, your jurisdiction or the designated CM at risk firm and the trade contractors will be bound by the terms of the trade contractor agreements.

[M.G.L. c. 149A, §8]

CM at risk contracts are subject to the statutory provisions that apply to other public construction contracts in Massachusetts governing:

- Payment of prevailing wages [M.G.L. c. 149, §§26, 27, 27A, 27B, 27C, and 27D];

- Payment bonds [M.G.L. 149, §29];
- Prohibition on subcontractor indemnification [M.G.L. c. 149, §29C];
- Workers' compensation insurance [M.G.L. c. 149, §34A];
- Subcontractor rights to payment, including direct payment [M.G.L. c. 30, 39F];
- Finality of decisions on construction contracts [M.G.L. c. 30, §39J];
- Rights of contractors to payment [M.G.L. c. 30, 39K];
- Equitable contract adjustments for differing site conditions. [M.G.L. c. 30, 39N];
- Delays and suspensions by the owner and additional costs for contractors and subcontractors [M.G.L. c. 30, §39O];
- Timing of owner decisions [M.G.L. c. 30, §39P]; and
- Contractor record-keeping [M.G.L. c. 30, 39R]. Awarding authorities considering the CM at-risk option should consult M.G.L. c. 149A

The second phase commences after pre-qualification of Trade Subcontractors and when the construction documents are 100% complete, the CM will solicit bids from pre-qualified Trade Subcontractors only. If less than three trade bids are received in a category, the CM may negotiate an acceptable price with the lowest bidder. Trade Subcontractors must provide the CM with performance and payment bonds. If a trade contract costs less than \$20,000 the CM can use any means of selection. All subcontracts will be subject to open book review in order to verify that all subcontracts were negotiated fairly and in conformance with regulations.

The CM at Risk and Trade Subcontractors will be required to execute Trade Subcontract Agreements that will mirror the statutory form for c149 subcontracts. These Trade Subcontract Agreements become part of the Cost of Work in the GMP.

All other public construction statutes that do not conflict with the CM at Risk process will apply to the CM contract including: prevailing wage, workers compensation, subcontractor payment and direct payment laws, unanticipated subsurface conditions, change orders and, accounting standards.

14E: The awarding authority's plan and procedures relative to administering and coordinating the project and maintaining project communications.

DWMP's Project Manager, OPM, Trip Elmore, will be the primary contact on behalf of the Town of Clinton in dealing with the MSBA, Design Team, and regional representatives. He will be responsible for providing up-to-date and accurate information to the Town of Clinton and will be reciprocal in obtaining information needed to keep the design and ultimately the construction on schedule by getting the necessary information from the superintendent to the A/E and CM Team. Oversight and leadership for the project administration, coordination, and maintenance of communications will rest with a team of DWMP Professionals, led by Mr. Elmore, with support and input from the A/E and CM Firm. Decisions needing Permanent Building Committee approvals will be coordinated with the PBC Administrator to see that all meetings are properly posted, meeting minutes are taken, and votes are recorded in accordance with open meeting laws.

14F: The awarding authority's plan and procedures relative to monitoring and auditing all project

costs.

DWMP, the Owner's Project Manager, tracks the project financials. The Town tracks and reports on the Bond process including expenses for Bond Counsel and Bond fees. The Town's Director of finance and administration and the schools department business manager maintains the accounts for the School Construction and related costs including Furniture, Equipment and Technology, and soft cost such as Architect and OPM fees. The Town and school department office's also processes the warrants and makes payments. DWMP maintains the consolidated project expenditures log in coordination with the District. Project expenditures are reconciled and reported formally in the monthly report. Proposed project expenditures are reviewed by DWMP, and large expenditures are reviewed by the Financial Work Group before presentation to the Town's Director of finance and administration and the schools department business manager for approval to proceed. The resultant project costs are accounted on an itemized spreadsheet against approved budget line items and reported in a summary report with the itemized backup. This Project Budget Report is presented by DWMP at the monthly meeting and is reviewed for conformance to budget and future expenditures. DWMP and LPA|A will have developed forecasts of expected project expenditures. Working with the selected CM at Risk, a detailed forecast of construction requisitions will be developed to aid in ongoing project financial planning.

DWMP, LPA|A, and the CM will maintain the Change Order and Project logs. These logs will be reconciled at the weekly project meetings and reported monthly in Building Committee meetings. The Change Order log serves as a record of both Construction Changes against the GMP Construction Contingency, and separately, Owner Change Orders against the Owners Contingency. The Change Order log also details the instrument or issue that proceeded or led to the change, i.e. coordination issue, site or building condition, RFI, Construction Change Directive, or Proposal Request. The Proposed Change Order section of the Change Order log will provide a look forward to potential credit or add changes and will provide a running exposure tally for the Building Committee. Other Project Logs that will be maintained, reviewed, and reconciled by DWMP, LPA|A, and the CM are Submittal logs, RFI logs, and other logs deemed appropriate for project tracking.

LPA|A will administer the CM requisition for the payment process with review and consultation by DWMP. The CM will provide the preliminary requisition request with all appropriate itemized backups for each requested category per the schedule of values and the categories of the GMP. DWMP and LPA|A, with the assistance of LPA|A's consultants, will evaluate the preliminary requisitions for completeness of submission, correctness of form, and progress of work. If all is in order, the CM will prepare a Requisition form as specified in the contract for presentation to the Building Committee for final approval based on the recommendations of DWMP. If corrections are needed, the CM will make the corrections and have DWMP review, and if complete, move forward. The Town and School District will then process the Requisition for Payment. Subcontractor and CM waivers of lien will be required after each payment to acknowledge receipt of proper payment.

The Town and school district staff, with support from DWMP, will make submissions to MSBA for reimbursement payments. These progress submissions will be in accordance with the format requested by MSBA and will also be in conformance with the Project Funding Agreement when finalized.

The Town and school district submits to periodic financial audits including the School Construction accounts. The DWMP project team submits to peer review audits for conformance to accepted industry standards and project expectations. DWMP and LPA|A will assist the Town in preparation for the final project audit as part of the MSBA process.

Request for Qualifications For Construction Management Services

Massachusetts School Building Authority: 202000640305

Clinton Middle School, Clinton Massachusetts

Submission Deadline: November 02,2023 at

2:00 PM Submit Statement of Qualifications

to:

**Elias Grijalva
Dore+Whittier Management Partners
Clinton Middle School
260 Merrimac Street
Newburyport, MA 01950**

Issued: October 11, 2023

Request for Qualifications for Construction Management at Risk Services

I. General Information

A. Project Information

Awarding Authority: **Town of Clinton**

MSBA Project No. **202000640305**

Project Title: **Clinton Middle School, Clinton, Massachusetts**

Submission Deadline: **2:00 P.M. Thursday, November 02, 2023**

Submit (4) complete copies, and one (1) electronic copy in PDF format on a thumb-drive storage device of the Statement of Qualifications (“SOQ”) with all required forms, attachments, supporting documentation and information to:

Elias V Grijalva
Dore+Whittier Management Partners
Clinton Middle School
260 Merrimac Street
Newburyport, MA 01950

Packages must be labeled on the outside with the following information: “RFQ for Construction Management Services,” the Project number and title, and CM firm’s name, business address and telephone number.

Estimated Construction Cost: **\$105,000,000.00 - \$120,000,000.00**

Estimated Construction Duration: **32 months**

Project Team:	Owners Project Manager:	Dore+Whittier Management Partners
	Designer:	Lamoureux Pagano Associates Architects

RFQ Interest Form: Firms interested in this Project must submit an RFQ Interest Form by email to *Egrijalva@doreandwhittier.com*

B. Introduction

Firms interested in providing Public Construction Manager at Risk Services (“CM” or “CM at Risk”) for the *Clinton Middle School, Clinton, Massachusetts* are invited to submit a Statement of Qualifications (“SOQ”) to the Permanent Building Committee (“OWNER”). This CM at Risk services procurement is conducted pursuant to M.G.L. Chapter 149A, contained in Chapter 193 of the Acts of 2004. This Request for Qualifications (“RFQ”) is the first phase of a two-phase procurement process as set forth in MGL Chapter 149A. OWNER is a prequalifying firm interested in providing public CM at Risk services for the project through this RFQ process. OWNER will evaluate submitted SOQs based upon the identified evaluation criteria and will select those respondents it deems qualified. Only those respondents deemed qualified will be invited to submit a Proposal in response to a detailed Request for Proposals (“RFP”) which will be issued in the second phase of the procurement process. The project delivery method for construction will be a public CM at Risk with a Guaranteed Maximum Price (“GMP”) under M.G.L. Chapter 149A. **Firms interested in being prequalified must demonstrate that they have prior experience as a Construction Manager on at least three CM at Risk projects and have completed at least one project of a similar cost, complexity, type, and size as this project as it is described further below. The prior CM at Risk projects must have been completed within the last ten (10) years.**

C. Project Description

The preferred new 136,000 SQF building option is located on the athletic fields to the southeast of the existing middle school. It is expected that the new building will be constructed and completed while the existing building remains fully occupied. Once the new building is complete, the existing building will be demolished in its entirety and any remaining site features will be completed. While there will be temporary construction impacts with this option, including the loss of most athletic fields/courts and the relocation of vehicular circulation/parking and site utilities, they relate primarily to the site and the result is a solution that meets all of the Educational Program requirements.

It is the goal and target for a sustainable project that includes designing an energy-efficient building with minimal environmental impact. Clinton Middle School has yet to confirm whether the project will pursue LEED v4 or NE-CHPS.

The project will be subject to the minimum wage rates set under the Massachusetts Prevailing Wage Laws. Workforce utilization goals will apply to the project.

The work on this project must include Minority Business Enterprise (“MBE”) and Women Business Enterprise (“WBE”) participation.

OWNER will set separate MBE and WBE participation goals specific to this Project prior to issuing the RFP. The Project specific goals will be provided in the RFP (see section I.E below-concerning Phase Two, RFP phase of this procurement). These distinct MBE and WBE participation goals will be based on information specific to this Project including estimated project costs.

The applicable minority workforce utilization percentage is 15.3 %. The applicable women workforce utilization percentage is 6.9 %.

The Commonwealth encourages and monitors the participation of Service-Disabled Veteran-Owned Business Enterprises (“SDVOBE”) and Veteran Business Enterprises (“VBE”) on its construction projects. The benchmark for SDVOBE and VBE participation on the project is 3%.

The Commonwealth also encourages the participation of Portuguese Business Enterprises (“PBE”), Lesbian, Gay, Bisexual, and Transgender Business Enterprises (“LGBTBE”); and Disability-Owned Business Enterprises (“DOBE”) on its contracts.

Pursuant to M.G.L. c. 30, §39S(a)(2) all employees to be employed on the Project must have successfully completed a course in construction safety and health approved by OSHA and of at least 10 hours in duration. All Trade Contractors on the Project will also be required to provide written verification of compliance with Federal Department of Homeland Security Requirements, including but not limited to the Employment Eligibility Verification (Form I-9) Process.

A site visit will not be conducted at the RFQ phase. Drawings, specifications, and other documents will not be available to respondents during the RFQ phase.

D. Project Schedule

Feasibility Phase	December 2022 – August 30, 2023
Schematic Design Phase	September 2023 - April 2023
MSBA Board vote to approve SD	April 24, 2024
Local Funding	June 2024
Design Development	July 2024 – December 2024
Construction Documents	January 2024 – July 2025
Potential Early Release Packages	Anticipated Early Release Packages May 2025
Proposed Construction Start	August 2025

E. Construction Manager at Risk Two-Phase Selection Process

The CM selection process is a two-phase process as set forth in M.G.L. c. 149A, contained in Chapter 193 of the Acts of 2004. Phase One, the Request for Qualifications, RFQ phase, is the qualifications phase. Only firms selected during Phase One prequalification phase will be permitted to participate in Phase Two, the Request for Proposals, RFP phase used to select a CM firm. The RFQ phase will be used to prequalify construction management at risk firms. Interested firms must submit a Statement of Qualifications, SOQ, by the deadline set for submission. OWNER will appoint and assemble a prequalification committee (“Prequalification Committee”) to review and evaluate the SOQs received. OWNER anticipates concluding the RFQ evaluation process within 30 days from submission of SOQs. **Only 3 or 4 firms determined to be qualified by the Prequalification Committee will be invited and permitted to submit a proposal in response to Phase Two, RFP. Firms that are not selected by the Prequalification Committee to proceed past the RFQ phase will not be invited to participate in the RFP CM selection phase.**

This RFQ is Phase One of the procurement process. After the deadline for the submission of SOQs has passed, the OWNER will prepare a register of the names of the firms submitting SOQs which will be available for public inspection. The Prequalification Committee will review and evaluate the SOQs

submitted, the information contained in the DCAMM certification files, information on prior project performance, information obtained from references, information obtained from governmental agencies and entities, and such other information as may be obtained. OWNER, at its sole discretion, may request additional information to clarify or supplement the information obtained.

Based upon its review and evaluation, the Prequalification Committee will prepare a written evaluation that provides an overall composite rating and a specific rating for each of the evaluation criteria for each of the CM firms that have submitted complete materials as required by this RFQ. These ratings will be “qualified” or “not qualified” or such additional rating as the Prequalification. The Prequalification Committee shall rate the respondents based on the composite ratings. Firms receiving an overall composite rating of “not qualified” will not be deemed qualified. The committee will then decide upon the 3 or 4 most qualified firms to proceed to the next phase of the procurement process. The Prequalification Committee shall endeavor to identify at least three CM firms which it deems qualified. If the Prequalification Committee does not rate at least three CM’s as qualified, it will either repeat the RFQ process or procure the project under the provisions of M.G.L. c. 149, §44A- 44J. OWNER shall complete Phase One process by written notice to all firm’s advising them as to whether they were prequalified or not and those 3 or 4 CM firms deemed most qualified will be invited to participate in Phase Two (RFP).

In Phase Two a detailed Request for Proposals for CM at Risk will be issued to the CM Firms deemed qualified in this Phase One prequalification process. The RFP Selection Committee (Selection Committee) will evaluate the proposals on multiple factors, rank the proposals based on the composite ratings including their fee proposal, make a recommendation for the preferred CM Firm to the OWNER, and commence negotiations with the highest-ranked CM at Risk Firm. In the event negotiations with the highest ranked firm will not result in a contract acceptable to OWNER, negotiations will be terminated, and negotiations will commence with the next highest ranked firm, and the process will continue until OWNER can reach an acceptable contract with one of the prequalified CM at Risk firms that submitted an advantageous proposal.

F. Treatment of Information submitted to Owner

OWNER shall have no obligation to treat any information submitted in or in connection with a SOQ as proprietary or confidential, with the exception of the audited financial statement which is deemed confidential. OWNER’s obligation with respect to the protection and disclosure of such information shall at all times be subject to applicable laws, including the Massachusetts Public Records law. The audited financial statement shall remain confidential and shall not be a public record to the fullest extent permissible under the law. The OWNER shall have the right to use all or portions of the SOQ and accompanying information, as it considers necessary or desirable in connection with the Project. By the submission of a SOQ, the respondent thereby grants to OWNER an unrestricted license to use the SOQ, including all materials submitted therewith, in connection with the Project.

G. Communication between Owner and Respondents

Unauthorized communications or contact between CM firms, their employees, agents or other related entities interested in submitting SOQs and OWNER, the project designer or owners project manager, or any other person or entity participating on the Prequalification Committee or Selection Committee with regard to this project are strictly prohibited. The only authorized

communications shall be 1) inquiries to Owner's Bid Room for general information about obtaining the RFQ, RFQ submission deadlines, and the existence of any relevant addenda to the RFQ; and 2) inquiries made at the official RFQ Informational Meeting if one is held by OWNER at the date and time that may be set above; and 3) OWNER may initiate contact to advise firms of CM at Risk project opportunities.

Any issues brought to OWNER's attention either at the RFQ Informational Meeting if one is held, or by contacting Elias Grijalva via email at Egrijalva@doreandwhittier.com as set forth above, which OWNER determines require additional clarification will be addressed by issuing a written addendum. All questions with regard to the RFQ must be submitted to the OPM in writing, oral and non-written clarifications will be without legal effect. All such addenda will be considered part of this RFQ, and the respondent shall be required to acknowledge receipt of all addenda on the RFQ Proposal Response Form attached to this RFQ. OWNER will issue all addenda to respondents who have downloaded the RFQ. Interested vendors must affirmatively opt to receive notice of these project updates on the project's RFQ registration website. It shall be the sole responsibility of the Respondent to ascertain the existence of any and all addenda issued by OWNER.

H. Status of Request for Qualifications

This Request for Qualifications is solely a request for information. It does not represent an offer nor does it confer any rights on any respondent. OWNER shall not be responsible under any circumstances for any costs incurred by any respondents to this RFQ. OWNER reserves the right to modify, suspend or cancel this procurement at any time at its sole discretion.

Request for Qualifications for Construction Management at Risk Services

II. Scope of Services for Construction Management

The Construction Manager shall be responsible for complete construction management services for all phases of the project for a guaranteed maximum price. At each phase, OWNER at its sole discretion will determine whether it will proceed to the next phase or terminate Construction Manager Services on the project. Certain trade construction work will be procured using procedures similar to the Mass General Laws Chapter 149 Filed Sub-bid laws after a pre-qualification process. The procedure is specified in Chapter 193 of the Acts of 2004 in the new Mass. General Laws Chapter 149A. A detailed scope of services will be included in the Request for Proposals. The following is an outline of services anticipated.

A. Pre-Construction (Design) Phase

1. Review and recommend revisions, if appropriate, to the project master Schedule, Construction Budget and permitting plan developed by OWNER.
2. Develop the scope of work and prepare bid packages in concert with the Designer (OWNER will provide a template for the Trade bid packages) for each trade to be bid and participate in the prequalification and qualification of each of the Trade Contractor and other subcontractors as defined by law.
3. Attend and, if requested by OWNER, schedule and lead periodic project meetings and special meetings for the exchange of information concerning the project, and review of design progress, permits and approvals. All meetings shall be held at a location and time convenient to the OWNER Project Manager.
4. Review the design documents and other construction documents and make recommendations to OWNER as to value engineering, constructability, suitability of materials and equipment, scheduling, time, methods and sequence of construction, and the clarity, consistency and coordination of documentation.
5. Perform periodic detailed cost estimates for the entire construction and for phases or portions of the work as directed by OWNER, and work with the project designer to reconcile differences.
6. Perform detailed cost estimates and value engineering analyses during the development of Schematic Design, Design Development, and 60% & 90% Construction Documentation phase of the project. The CM shall manage and work with the Designer's Estimator to reconcile differences.
7. OWNER may require additional cost estimates to confirm the budget due to modifications made via design workshops. The CM shall work with the Designer's Estimator to reconcile differences.
8. The CM shall assign a professional project scheduler possessing building and site design and construction experience. If deemed qualified by OWNER, the CM can assign an in-house scheduler. Develop a detailed critical path method (CPM) schedule that identifies all design activities, permits and all other activities required to be completed before construction activities

can begin and a preliminary construction schedule. The CPM project schedules shall be developed using Microsoft Project's latest version.

9. Develop, in coordination with OWNER, a system for tracking project costs and cash flow.
10. Conduct activities relating to the procurement and award of Trade Contracts and all other contracts for the furnishing of labor, materials, equipment, or other services in connection with the construction of this project, in accordance with procedures to be developed by OWNER and in a manner that will meet Minority Business Enterprise and Women Business Enterprise goals set by OWNER for the project.

B. Construction Phase

1. Obtain and pay for all required construction-related permits.
2. Furnish bonds and insurance as required by the contract documents.
3. Provide and maintain a construction site office and provide all site management and administration.
4. Manage and coordinate all Trade Contractors and subcontractors and others engaged in the performance of the work.
5. Meet the Women Business Enterprise and Minority Business Enterprise participation goals and minority workforce goals for the Project.
6. Implement procedures following OWNER's standards for reviewing and processing requests for information or clarifications and interpretations of the contract documents; shop drawings, samples, and all other submittals, contract schedule adjustments, change order proposals, proposals for substitutions, payment applications, as-built drawings, and maintenance of logs using the internet-based PMAS/Prolog system software.
7. Continuously supervise and observe all work in progress so as to ensure that the work is proceeding in accordance with the construction contract documents.
8. Attend and, if requested by OWNER, schedule and lead regular project and construction progress meetings, and conduct regular meetings at the site with each subcontractor. All meetings shall be held at a location and time convenient to the OWNER Project Manager.
9. Develop and implement a change order control system using the internet-based PMAS/Prolog system software.
10. Establish and implement a Quality Control program including monitoring the quality programs of all subcontractors.
11. Develop and implement a project-wide safety program, including monitoring and enforcement of

the program for Trade and subcontractors.

12. Monitor closely the progress of construction of each subcontractor, prepare a construction schedule report at least monthly and, if and as necessary, prepare and submit recovery schedules.
13. Provide a part-time independent, project-dedicated scheduler to develop, maintain and update the detailed CPM schedule.
14. Furnish monthly reports concerning the progress of the work which address: (a) compliance with the construction schedule, (b) status of testing and inspection activities performed by the CM and subcontractors, (c) status of shop drawings and submittals, (d) status of change orders, (e) status of MBE/WBE participation, and (f) other matters relating to the progress of work as directed by OWNER.
15. Determine when each subcontractor's work is substantially complete and prepare a list of incomplete work and work which does not conform to the requirements of the construction documents.
16. Maintain complete and accurate records, including (a) correspondence, (b) meeting notes and minutes, (c) shop drawings and submittals, (d) construction documents including change orders, (e) clarifications and interpretations of the construction documents issued by the project designer, (f) progress reports including observations of testing performed, (g) as-built drawings, and (h) all other project-related documents including but not limited to those utilizing the PMAS/Prolog system.

C. Post-Construction Phase

In accordance with the project designer, develop and implement procedures for the orderly completion of punch list items, checkout of utilities, operational systems, and equipment and initial start up and testing. Preparation and delivery to the OWNER warranties, as-built drawings, maintenance manuals, and the like, and generally administer closeout of the project. Ensure performance of all warranty obligations, resolution of all claims, and other post-construction requirements.

Request for Qualifications for Construction Management at Risk Services

III. Submission Instructions and Requirements and Evaluation Criteria

A. Submission Deadline

2:00 P.M. on the Date indicated on cover and page 1

Submit (4) complete copies, and (1) electronic copy in PDF format on a thumb drive storage device of the Statement of Qualifications (SOQ) with, attachments, supporting documentation and information must be received by OWNER on or before the submission time and date set forth above as determined by OWNER's date/time stamp. All envelopes must be labeled "**RFQ for Construction Management Services, (Project Number and Name),**" with the respondent firm's name, business address and telephone number and be mailed or delivered to the following address:

**Elias V Grijalva
Dore + Whittier Management Partners
Clinton Middle School
260 Merrimac Street
Building 7, Second Floor
Newburyport, MA 01950**

Statements of Qualification received by OWNER later than the submission deadline specified above will be rejected and returned to the respondent. Respondents are cautioned to allow sufficient time for mailed materials to be received. Telecopied, faxed, or e-mailed qualifications will not be accepted. Qualification statements will not be opened or read publicly.

B. Submission Requirements

The respondent **must** submit all the information and documentation listed below. Selection of the respondents for Phase One, the prequalification process will be based on the submitted information and materials, information on prior project performance, information obtained from references, information obtained from governmental agencies and entities, information contained within OWNER certification files, and such other information as may be obtained.

Do not include superfluous material. Respondents must include the CM at Risk Statement of Qualifications Response Form attached below and signed by an authorized representative, and all of the forms and materials required for Schedules A through L. Respondents must give complete and accurate answers to all questions and provide all of the information requested.

Respondents cannot alter the text of the forms or schedules in any way. Any such alteration will be grounds for disqualification. Making a materially false statement in this submission is grounds for rejecting a Statement of Qualifications submission and may subject the respondent to other civil or criminal penalties.

1. Qualifications Application: Respondent **must complete** the CM at Risk Qualifications Application **Schedule A** attached to the SOQ below. Joint ventures must provide information about each of the joint venture partners.
2. Executive Summary: Respondent **must attach** as **Schedule B** to the SOQ a cover letter or

executive summary detailing the key elements and factors that differentiate the respondent firm from other firms. Joint ventures must provide information about the nature of the joint venture including the approximate percentage participation by each joint venture partner and the division of responsibility among the joint venture partners. This letter/executive summary should not exceed 6 pages.

3. Management Personnel and Project Organizational Chart: Respondent **must complete Schedule C** attached to the SOQ below and **must attach** at Schedule C *both*: i) an organizational chart *and* ii) a resume for each and every person who will have **any** management responsibility, direct or indirect, for the Project, including but not limited to project executives, project managers, field superintendents, and field engineers. Joint ventures must identify the company that employs each individual listed.
4. Similar Project Experience: Respondent **must complete Schedule D** attached to the SOQ below, listing similar projects for the last ten (10) years. The first part of Schedule D requests information for similar projects that used the construction manager at risk delivery method and the second part of Schedule D requests information on similar projects in general. For each project, the respondent must include the name of the project, location, description of project, description of respondent firm's scope of work, original contract sum, final contract sum (with explanation), date completed and the name, organization, **email address** and telephone contact information for the owner and project architect for each such project. For the purpose of this RFQ, "similar projects" shall mean projects where the construction cost for the project were for an amount similar to the estimated construction cost of this Project; the project was one of similar complexity; the project was of a similar type or scope; and the project was the approximate size of this Project or larger. Joint ventures must complete a Schedule D for each individual joint venture partner.
5. Terminations and Legal Proceedings: Respondent **must complete Schedule E** (all parts and subparts) attached to the SOQ below.

Part A of Schedule E requires a complete listing of each and every project on which the respondent firm was **terminated or failed to complete** the work within the past five (5) years.

Part B of Schedule E requires a complete listing of any **convictions or fines** incurred by the respondent firm or any of its principals for violations of any state or federal law within the past three (3) years.

Part C of Schedule E is divided into three (3) subparts.

Section 1 of Part C requires a complete listing of **all litigation** involving a construction project or contract (excluding personal injury and workers' compensation) whether currently pending or concluded within the past three (3) years in which the respondent firm was a named party.

Section 2 of Part C requires a complete listing of all **administrative proceedings** involving a construction project or contract, whether currently pending or concluded within the past three (3) years, in which the respondent firm was a named party.

(NOTE: *Administrative Proceedings* shall include: (i) any action taken or proceeding brought by a governmental agency, department, or officer to enforce any law, regulation, code, legal, or contractual requirement, except for those brought in state or federal courts; (ii) any action taken by a governmental agency, department, or officer imposing penalties, fines, or other sanctions for failure to comply with any such legal or contractual

requirement, or (iii) any other matter before an administrative body.)

Section 3 of Part C requires a complete listing of all **arbitrations** involving a construction project or contract, whether currently pending or concluded in the past three (3) years, in which the respondent firm was a named party. Joint ventures must complete all parts and subparts of Schedule E for each individual joint venture partner.

6. **Safety Record:** Respondent **must provide** its experience modifier for the past three years by writing it in on the SOQ in the space provided and **must also attach** at **Schedule F** to the SOQ documentation from its insurance carrier of its Workers' Comp. Experience Modifier for the past three years. Joint ventures must complete a Schedule F for each individual joint venture partner.
7. **MBE/WBE and Workforce Compliance Record:** Respondent **must complete Schedule G** attached to the SOQ below providing information on the firm's compliance record with respect to Minority Business Enterprise and Women's Business Enterprise participation goals and workforce inclusion goals for each and every project completed within the past five (5) years that had contractual MBE/WBE participation goals or minority and women workforce goals. In addition, respondent **must attach documentation** provided by the project owner or independent project manager supporting the actual participation and inclusion amounts it reports on Schedule G. Joint ventures must complete a Schedule G for each individual joint venture partner.
8. **Audited Financial Statement:** Respondent **must attach** at **Schedule H** to the SOQ a complete copy of its audited financial statement for the most recent fiscal year. Joint ventures must complete a Schedule H for each individual joint venture partner.
9. **Letter from Surety Company Evidencing Bonding:** Respondent **must attach** at **Schedule I** to the SOQ a letter from a surety company that is licensed to do business in the Commonwealth and whose name appears on United States Treasury Department Circular 570 on the surety company's letterhead (or a letter from a surety agent with attorney in fact authority and an original power of attorney accompanying the letter) confirming that it will provide respondent firm with payment and performance bonds on the Project in an amount equal to or greater than 110 per cent of the estimated construction cost of the Project. This letter can either reference the joint venture's bonding or submit separate letters for each individual joint venture partner.
10. **Certificate of Eligibility and Update Statement:** Respondent **must attach** at **Schedule J** to the SOQ **both: i)** a current **Certificate of Eligibility** (issued by OWNER) showing respondent is certified in General Building Construction with appropriate single project limits and aggregate limits as set forth above, **and ii)** a completed **Update Statement** on the current form of Update Statement available on OWNER's website. Joint ventures which are not yet OWNER certified as a joint venture must submit a Certificate of Eligibility and Update Statement for each individual joint venture partner.
11. **Examples of Project Management Reports and Operating Philosophy:** Respondent **must attach** at **Schedule K** specific examples (no more than 3) of Project Management Reports that were prepared by respondent on one or more of the Construction Manager projects listed on Schedule D, Part A. In addition respondent **may**, at its option, include a brief statement of its operating philosophy. If information on respondents operating philosophy is contained in its Executive Summary attached at Schedule B the information should not be repeated at Schedule K but can

be referenced.

12. Examples of Prior Experience on Sustainable construction and LEED-certified buildings: Respondent **must complete Schedule L** attached to the SOQ below, listing prior project experience involving sustainable construction and LEED certified buildings. Joint ventures must complete a Schedule L for each individual joint venture partner.

C. Evaluation Criteria for Selection

The respondent must submit all of the information and documentation listed in this RFQ. Selection of the respondent for Phase One, the prequalification process will be based on the submitted information and materials, information on prior project performance, information obtained from references, information obtained from governmental agencies and entities, information contained within OWNER certification files, and such other information as may be obtained. Respondents must include the CM at Risk Statement of Qualifications Response Form and all of the materials required for Schedules A through L. Respondents must give complete and accurate answers to all questions and provide all of the information requested. Altering the text of the forms or schedules in any way or making a materially false statement in this submission is grounds for rejecting a Statement of Qualifications submission and may subject the respondent to other civil or criminal penalties.

1. Certification, Capacity and Bonding

a. Required Construction Manager at Risk Experience

All respondents must have prior experience as a Construction Manager on at least three prior Construction Manager at Risk projects with a GMP and must have completed at least one project within the last ten (10) years with a total construction cost in an amount similar to the estimated total construction cost of this Project and must be of similar complexity, similar type construction, and similar size.

b. Bonding Capacity

The respondent **shall provide evidence of bonding capability** in an amount equal to or greater than 110 percent of the estimated construction cost for this Project (as set forth in the General Information section above). The evidence of bonding capability shall be in the form of a letter from the surety company (or a surety agent with attorney in fact authority and an original power of attorney accompanying the letter) The surety company must be a surety licensed to do business in the commonwealth and whose name appears on the United States Treasury Department Circular 570).

c. DCAMM Certification - Copy Form CQ7

The respondent **must provide a copy of a current Certificate of Eligibility** (Form CQ7) issued by DCAMM showing respondent is DCAMM certified in General Building Construction with a single project limit in an amount equal to, or greater than, the estimated construction cost for this Project (as set forth in the General Information section above).

To submit a proposal in response to this RFQ, a Respondent whether an individual firm or a joint

venture, **must be certified in General Building Construction** by DCAMM for a single project limit in the amount of the Estimated Construction Cost set forth above for the Project or greater and must also be within the aggregate limits of its DCAMM Certificate of Eligibility (Form CQ7), and a copy of the Respondent's current DCAMM Certificate of Eligibility must be included in the SOQ. Note, however, that a joint venture team must be certified in General Building Construction by DCAMM for a single project limit in the amount of the Project Estimated Construction Cost or greater and must also be within the aggregate limits of its DCAMM Certificate of Eligibility, a copy of which must be included in the SOQ at the time it submits its RFQ. If a respondent to the RFQ is a proposed joint venture ("JV") that is newly formed or is not currently certified, then: i) each party to the proposed joint venture must be individually certified by DCAMM and must submit a copy of its DCAMM Certificate of Eligibility with its SOQ; ii) the JV respondent must state in the SOQ that it will seek Certification from DCAMM as a joint venture in the category of General Building Construction for the required limits, and state that it understands and agrees that if JV respondent is selected to participate in the RFP phase it will be required to submit a DCAMM Certificate of Eligibility for the joint venture with its response to the RFP; iii) at least one of the parties to the joint venture must be certified by DCAMM in the category of General Building Construction for a single project limit of in the amount of the Estimated Construction Cost for the Project and must be within the aggregate limits of its Certificate of Eligibility at the time the SOQ is submitted; and iv) the JV respondent shall provide evidence satisfactory to OWNER of bonding capacity, in the form set forth above and satisfactory to OWNER, for the proposed joint venture in the amount of the Estimated Construction Cost for the Project. In the second phase of the selection process the RFP phase, a JV respondent that has been selected in the RFQ process, will be required to have obtained a DCAMM Certificate of Eligibility for the joint venture and must submit its DCAMM Certificate of Eligibility for the joint venture meeting the above requirements with its proposal in response to the RFP.

For certification forms and additional information see DCAMM's web site:

www.mass.gov/dcam/certification

Or contact the Certification Office at:

DCAMM Contractor Certification Office
One Ashburton Place
Boston, Massachusetts 02108
Telephone Number (617) 727-4050 ext. 31305

d. DCAMM Update Statement - Use Form CQ3

A **complete and signed update statement must be submitted as part of the SOQ**. For OWNER's analysis of the Aggregate Work Limit for this RFQ, the Estimated Construction Cost for the project as set forth above will be used with a construction duration for the Project as set forth above. OWNER will compare the above numbers with the respondent's current annualized value of all incomplete work to determine eligibility within the Aggregate Work Limit.

If a respondent to the RFQ is a proposed joint venture and the proposed joint venture is not yet certified, then: i) each party to the proposed joint venture must be certified by DCAMM and each must submit its own signed update statement (Form CQ3) as part of its SOQ; ii) at least

one of the parties to the joint venture must be certified by DCAMM in the category of General Building Construction for a single project limit equal to or greater than the Estimated Construction Cost of the Project and must be within the aggregate limits of its Certificate of Eligibility. When the second phase of the selection process is undertaken through an RFP, a joint venture respondent that has been selected in the RFQ process, will be required to submit its Certificate of Eligibility for the joint venture meeting the above requirements with its proposal to the RFP.

For the required Update Statement Form and additional information see DCAMM's web site.
www.mass.gov/dcam/certification

Or contact the Certification Office at:

DCAMM Contractor Certification Office
One Ashburton Place
Boston, Massachusetts 02108
Telephone Number (617) 727-4050 ext. 31305

2. Firms meeting the minimum experience criteria set forth above, submitting a completed RFQ with Schedules and required attachments and the required Certificate of Eligibility, Update Statement and letter evidencing bonding capacity will be evaluated on the following criteria:

- Prior Similar Project Experience
- Management Team and Organization for the Project
- Financial Status
- Prior Project Experience
- Litigation and Performance/Termination History
- Safety Record
- History of Compliance with MBE/WBE participation and workforce goals
- Quality of performance on prior projects
- Reference Information
- Volume of current work on other projects
- Sustainable construction and LEED-certified buildings.

As provided by law, OWNER's decision on prequalification shall be final and binding and shall not be subject to appeal except on grounds of fraud or collusion.

CM AT RISK RFQ INTEREST FORM
(For Submission to OWNER Immediately)

Instructions: If your firm is interested in responding to this RFQ for Prequalification of CM at Risk firms for this Project then you **MUST** fill out this CM at Risk RFQ Interest Form and submit it to OWNER by email as soon as possible and **BEFORE** you submit your response to the RFQ. Please note that this form may be emailed to OWNER, however, the Statement of Qualifications (“SOQ”) with all required forms, attachments, supporting documentation and information submitted in response to this RFQ, cannot be emailed. It must be either hand delivered or mailed to OWNER and be received by the time and date set forth in the RFQ.

Awarding Authority: **Town of Clinton**

Mass. State Project No. **202000640305**

Project Title: **Clinton Middle School, Clinton, Massachusetts**

Email this CM at Risk RFQ Interest Form to the Owner’s Project Manager:

Egrijalva@doreandwhittier.com

By submitting this CM at Risk RFQ Interest Form the below-identified firm is expressing its interest in the above-referenced public building project. OWNER’s Project Manager will distribute all addenda for this project to the firms who register to receive the RFQ. It shall be the sole responsibility of the Respondent to ascertain the existence of any and all addenda issued by OWNER. **OWNER assumes no responsibility for a firm’s failure to receive any addenda or other correspondence related to this RFQ.**

Firm Name: _____

Address: _____

Telephone: _____

Email address: _____

By: _____
(Signature of Authorized Representative)

(Print Name/Title) _____

Date: _____

STATEMENT OF QUALIFICATIONS SUBMISSION CHECKLIST
For Prequalification of CM at Risk Firms

PLEASE NOTE THAT INCOMPLETE OR LATE STATEMENTS OF QUALIFICATION FOR CM at RISK PREQUALIFICATION WILL NOT BE CONSIDERED. THEREFORE, BEFORE SUBMITTING YOUR FIRM'S RESPONSE TO THIS RFQ PLEASE REVIEW THE FOLLOWING:

- ☐ Respondent has emailed its CM at Risk RFQ Interest Form. (If not, see form in this RFQ package, fill it out and fax or mail it immediately).
- ☐ Respondent completed the SOQ Form and all schedules and attachments in their entirety.
- ☐ Respondent has completed *Schedules A through M* and attached required documentation (i.e., resumes of all management personnel, organizational chart, commitment letter from bonding company, letter evidencing workers comp. experience modifier, letter from owner documenting prior project MBE/WBE participation; sample firm project management reports, copies of required portions of most recent application for certification submitted by Respondent to DCAMM, etc.).
- ☐ Respondent has submitted current DCAMM Certificate of Eligibility.
- ☐ Respondent has submitted completed Update Statement.
- ☐ Respondent has submitted Audited Financial Statement.
- ☐ Respondent submission package includes all six (6) required copies of its SOQ application and bound with an original unbound as well as 1 electronic copy in PDF format on a thumb-drive storage device.
- ☐ Respondent has provided current contact information for its firm and all of its project contacts/references.
- ☐ Respondent addressed the *SOQ* envelope correctly (i.e. to reference the Project and other required information set forth herein).

CM at Risk Statement of Qualifications Form (SOQ)

Firm Name: _____

Mailing Address: _____

Street Address (if different from mailing address): _____

Telephone Number: _____ Email: _____

Contact Person: _____ Title: _____

Firm acknowledges Addenda numbered _____. (List all)

- A. **Qualifications Application:** Respondent MUST complete the CM at Risk Qualifications Application **Schedule A** attached below. Joint ventures must provide information about each of the joint venture partners.
- B. **Executive Summary:** Respondent MUST attach as **Schedule B** a cover letter or executive summary detailing the key elements and factors that differentiate the respondent firm from other firms. This letter/executive summary should not exceed 6 pages. Joint ventures must provide information about the nature of the joint venture including the approximate percentage participation by each joint venture partner and the division of responsibility among the joint venture partners.
- C. **Management Personnel and Project Organizational Chart:** Respondent MUST complete **Schedule C** attached below, provide an organizational chart and attach to it a resume for each and every person who will have **any** management responsibility, direct or indirect, for the Project, including but not limited to project executives, project managers, field superintendents and field engineers. Joint ventures must identify the company that employs each individual listed.
- D. **Similar Project Experience:** Respondent MUST complete **Schedule D** attached below, listing similar projects for the last ten (10) years. The first part of Schedule D requests information for similar projects that used the construction manager at risk delivery method and the second part of Schedule D requests information on similar projects in general. For each project, respondent must include the name of the project, location, description of project, description of respondent firm's role, scope of work, original contract sum, final contract sum (with explanation), date completed and the name, organization, address and telephone contact information for the owner and project architect for each such project. For the purpose of this RFQ, "similar projects" shall mean projects where the construction cost for the project was for an amount similar to the amount of the estimated construction cost of this Project; the project was one of similar complexity; the project was of similar type or scope; and the project was the

approximate size of this Project or larger. Joint ventures must complete a Schedule D for each individual joint venture partner.

- E. Terminations and Legal Proceedings:** Respondent **MUST** complete **Schedule E** (all parts and subparts) attached below. **Part A** of Schedule E requires a complete listing of each and every project on which the respondent firm was **terminated or failed to complete** the work within the past five (5) years. **Part B** of Schedule E requires a complete listing of any **convictions or fines** incurred by the respondent firm or any of its principals for violations of any state or federal law within the past three (3) years. **Part C** of Schedule E is divided into three (3) subparts. **Section 1** of **Part C** requires a complete listing of **all litigation** involving a construction project or contract (excluding personal injury and workers' compensation) whether currently pending or concluded within the past three (3) years in which the respondent firm was a named party. **Section 2** of **Part C** requires a complete listing of all **administrative proceedings** involving a construction project or contract, whether currently pending or concluded within the past three (3) years, in which the respondent firm was a named party. (**NOTE:** *Administrative Proceedings* shall include: (i) any action taken or proceeding brought by a governmental agency, department, or officer to enforce any law, regulation, code, legal, or contractual requirement, except for those brought in state or federal courts; (ii) any action taken by a governmental agency, department, or officer imposing penalties, fines, or other sanctions for failure to comply with any such legal or contractual requirement, or (iii) any other matter before an administrative body.) **Section 3** of **Part C** requires a complete listing of all **arbitrations** involving a construction project or contract, whether currently pending or concluded in the past three (3) years, in which the respondent firm was a named party. Joint ventures must complete all parts and subparts of Schedule E for each individual joint venture partner.
- F. Safety Record:** Respondent **MUST** insert below its experience modifier for the past three years and attach at **Schedule F** documentation from its insurance carrier of its Workers' Comp. Experience Modifier for the past three years. Joint ventures must attach a Schedule F for each individual joint venture partner.

<u>Year</u>	<u>Workers Comp. Experience Modifier</u>
_____	_____
_____	_____
_____	_____

- G. MBE/WBE and Workforce Compliance Record:** Respondent **MUST** complete **Schedule G** attached below providing information on the firm's compliance record with respect to Minority Business Enterprise and Women's Business Enterprise participation goals and workforce inclusion goals for each and every project completed within the past five (5) years that had a contractual MBE/WBE participation goals or minority and women workforce goals. In addition, respondent **MUST ATTACH documentation** from the project owner or independent project manager supporting the actual participation and inclusion amounts it reports on Schedule G. Joint ventures must complete a Schedule G for each individual joint venture partner.

- H. **Audited Financial Statement:** Respondent MUST attach at **Schedule H** a complete copy of its audited financial statement for the most recent fiscal year. Joint ventures must attach a Schedule H for each individual joint venture partner.
- I. **Letter from Surety Company Evidencing Bonding:** Respondent MUST attach at **Schedule I** a letter from a surety company that is licensed to do business in the Commonwealth and whose name appears on United States Treasury Department Circular 570 on the surety company's letterhead (or a letter from a surety agent with attorney in fact authority and an original power of attorney accompanying the letter) confirming that it will provide respondent firm with payment and performance bonds on the Project in an amount equal to or greater than 110 per cent of the estimated construction cost of the Project. This letter can either reference the joint venture's bonding or submit separate letters for each individual joint venture partner.
- J. **Certificate of Eligibility and Update Statement:** Respondent MUST attach at **Schedule J** *both* a current **Certificate of Eligibility** (issued by DCAMM) showing respondent is certified in General Building Construction with appropriate single project limits and aggregate limits as set forth above *and* a completed **Update Statement** using the current form of Update Statement available on DCAMM's website, www.mass.gov/dcam/certification . Joint ventures which are not yet DCAMM certified as a joint venture must submit a Certificate of Eligibility and Update Statement for each individual joint venture partner.
- K. **Examples of Project Management Reports and Operating Philosophy:** Respondent MUST attach at **Schedule K** specific examples (no more than 3) of Project Management Reports that were prepared by respondent on one or more of the Construction Manager projects listed on Schedule D, Part A. In addition respondent **may**, at its option, include a brief statement of its operating philosophy. If information on respondents operating philosophy is contained in its Executive Summary attached at Schedule B the information should not be repeated at Schedule K, but can be referenced.
- L. **Examples of Prior Experience on Sustainable Construction and LEED--Certified Buildings:** Respondent **must complete Schedule L** attached to the SOQ below, listing prior project experience involving sustainable construction and LEED certified buildings. Joint ventures must complete a Schedule L for each individual joint venture partner.

Failure to accurately and completely provide the information requested may result in the disqualification of a respondent.

This form **MUST** be signed by an officer of the firm or an individual so authorized by an officer of the firm who has personal knowledge regarding the information contained herein and submitted with the SOQ.

To the Owner

The undersigned declares that he or she has carefully examined all the documents contained in the CM at Risk Request for Qualifications (RFQ) solicitation for the Massachusetts State Project referenced in the footer below, and certifies to the best of his/her knowledge, that this Statement of Qualifications fully complies with all of the requirements of the RFQ and all addenda and clarifications issued in regard to the RFQ.

The undersigned further certifies that he or she (or, if he or she is the authorized representative of a company, the company) is the only person interested in this Statement of Qualifications and any subsequent proposal; that it is made without any connection with any other person making any submission for the same work; that no person acting for, or employed by, the Commonwealth of Massachusetts is directly or indirectly interested in this Statement of Qualifications or any subsequent proposal, or in any contract which may be made under it, or in expected profits to arise therefrom; that the undersigned Respondent has not influenced or attempted to influence any other person or corporation to file a Statement of Qualifications or subsequent proposal or to refrain from doing so or to influence the terms of the Statement of Qualifications or any subsequent proposal of any other person or corporation; and that this submission is made in good faith without collusion or connection with any other person applying for the same work.

The undersigned further certifies under pains and penalties of perjury that the undersigned is not debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of section twenty nine F of chapter twenty nine, or any other applicable debarment provision of any other chapter of the General Laws or any rule or regulation promulgated thereunder, and further is not debarred from doing public construction work under any law, rule or regulation of the federal government.

The undersigned states that he or she has carefully examined all of the information provided and representations made in this Statement of Qualifications and the documents submitted with the SOQ including all schedules, forms and materials, and certifies to the best of his/her knowledge, that this Statement of Qualifications in its entirety is complete, true and accurate.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY:

Signature: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

Firm Name: _____

Date: _____

SCHEDULE A

Schedule A -CM at RISK QUALIFICATIONS APPLICATION

Firm Name: _____

1. BUSINESS INFORMATION

Type of business entity (corporation, partnership, joint venture, etc.):_____

Number of years in business under current business name: _____

List all other business names firm has operated under and the time frames for each:

If firm is a corporation, provide the following information:

State of incorporation:_____ Date of Incorporation:_____

Name of President: _____

Name of Vice President: _____

Name of Secretary or Clerk: _____

Name of Treasurer: _____

If firm is a foreign corporation, is it registered to do business in Massachusetts?_____

If firm is a foreign corporation and is selected, it is required under M.G.L. c. 30, §. 39L to obtain from the Massachusetts Secretary of State, One Ashburton Place, 17th floor, Boston, MA a certificate stating that the corporation is registered to do business in Massachusetts, and to furnish said certificate to the awarding authority prior to the award.

If firm is a partnership or joint venture provide the following information:

Type of partnership/joint venture:_____ Date of organization:_____

Name of each partner or venturer:

Is partnership or joint venture registered in Massachusetts? _____

If firm is a foreign limited partnership and is selected, it will be required under M.G.L. c. 30, §. 39L to obtain from the Massachusetts Secretary of State, One Ashburton Place, 17th floor, Boston, MA a certificate stating that the partnership is registered to do business in Massachusetts, and to furnish said certificate to the awarding authority prior to the award.

For each general partner or venturer that is a corporation, provide the following information (use additional sheets if necessary):

Name of corporation: _____
State of incorporation: _____
President: _____
Secretary or Clerk: _____
Treasurer: _____

Name of corporation: _____
State of incorporation: _____
President: _____
Secretary or Clerk: _____
Treasurer: _____

If firm is individually owned provide the following information:

Name of Owner: _____

Date of organization: _____

Owner's Residence Address: _____

Names under which firm does business _____

Business Address: _____

If the selected firm is an individual doing business under a different name then they must furnish evidence of any required DBA filings.

2. LICENSURE AND PERFORMANCE INFORMATION

List all jurisdictions and trade categories in which the firm is legally licensed or otherwise qualified to do business and for each jurisdiction provide registration and license numbers where applicable:

If the firm customarily provides scopes of work with its own forces please identify the types/areas of work below:

3. **REFERENCES**

Provide three references, from Owners or Architects that your firm has worked for in the past (5) years and, provide a letter from two separate bank or lender institutions stating that the account is in good financial standing. Include the project name and role of the reference, name (First and Last), **(CURRENT) email address,** address, and telephone number by using the link below.

https://docs.google.com/forms/d/e/1FAIpQLSdOmjN8TIplyWc5oCuQgv5UxyS7c09JYlstrSR6QJOW4FdmYA/viewform?usp=sf_link

SCHEDULE B

Schedule B - EXECUTIVE SUMMARY

Respondent must attach Executive Summary here

SCHEDULE C

Schedule C - MANAGEMENT PERSONNEL

Firm Name:_____

Respondent must provide the information requested below for each and every person who will have **any direct or indirect management responsibility for the Project**, including but not limited to project executives, project managers, field superintendents and field engineers. Respondents must **attach a copy of the resume for each person listed**. Respondents **must also attach an Organizational Chart** for the Project to this Schedule C. Attach additional sheets if necessary.

NAME	TITLE	ROLE/JOB RESPONSIBILITIES ON THIS PROJECT	# OF YEARS W/FIRM	EDUCATION & EXPERIENCE	COMPLETED PROJECTS (if resume lists all completed projects this section can reference resume)

SCHEDULE D

Schedule D - SIMILAR PROJECT INFORMATION

Firm Name: _____

Respondent is required to complete all three parts, Parts A, B and C of Schedule D. List below all similar projects the firm has completed during the last ten (10) years. For the purpose of this CM at Risk project “similar projects” shall mean projects where the respondent was the Construction Manager (Part A) or General Contractor (Part B) and shall mean projects where the construction cost for the project was for an amount similar to the amount of the estimated construction cost of this Project; the project was one of similar complexity; the project was of similar type or scope; and the project was the approximate size of this Project or larger. On Part C list the Contact information for the owner and designer for each and every project listed on Part A or Part B. Attach additional sheets if necessary.

Part A. CM PROJECTS – List only projects on which the firm was the Construction Manager in this section.

PROJECT NAME & LOCATION	PROJECT OWNER	PROJECT DESCRIPTION	DESCRIPTION OF SERVICES PROVIDED BY FIRM	ORIGINAL AND FINAL CONTRACT AMOUNT WITH EXPLANATION	PROJECT START AND COMPLETION DATE

Schedule D - SIMILAR PROJECT INFORMATION (continued)

Firm Name: _____

Part B. GENERAL CONTRACTOR PROJECTS – List only projects on which the firm was the General Contractor or Prime Contractor and was not the Construction Manager in this section. Attach additional sheets if necessary.

PROJECT NAME & LOCATION	PROJECT OWNER	PROJECT DESCRIPTION	DESCRIPTION OF SERVICES PROVIDED BY FIRM	ORIGINAL AND FINAL CONTRACT AMOUNT WITH EXPLANATION	PROJECT START AND COMPLETION DATE

Schedule D – SIMILAR PROJECT INFORMATION (continued)

Firm Name: _____

Part C. PROJECT CONTACTS – Respondent must list below contact information for the owner and designer on each of the projects listed on Schedule D Part A and Part B above. Be certain to confirm the contact information is current. Attach additional sheets of necessary.

PROJECT NAME & LOCATION	COMPANY NAME	CONTACT PERSON/ADDRESS	TELEPHONE#	EMAIL ADDRESS
	OWNER			
	DESIGNER			
	OWNER			
	DESIGNER			
	OWNER			
	DESIGNER			
	OWNER			
	DESIGNER			
	OWNER			
	DESIGNER			
	OWNER			
	DESIGNER			

Schedule E - Terminations and Legal Proceedings

INSTRUCTIONS: Respondent **must complete Schedule E** attached to the SOQ below, which consists of **Parts A, B and C** as indicated herein. Be sure to complete all required parts of **Schedule E** as instructed below. Joint Ventures must complete all parts of Schedule E for each individual joint venture partner. Attach additional sheets of necessary.

- **PART A.** Respondent must complete the chart in Part A by listing **each and every project** on which the firm was **terminated, failed to complete the work, or paid liquidated damages** within the past five (5) years.
- **PART B.** Respondent must provide a complete the chart in Part B by listing of **each and every conviction or fine incurred** by the respondent firm or any of its principals for violations of any state or federal law within the past three (3) years.
- **PART C.** Respondent must complete **Part C, Sections 1 through 3** and provide the required information about **any and all legal proceedings** whether currently pending, or concluded within the past three (3) years, in which the respondent firm was a named party, that involved a construction project or a construction contract. Respondents are not required to include personal injury or workers' compensation matters. Part C is divided into three (3) types of legal proceedings as follows:

⇒ **Section 1.** Requires Respondent to list all **litigation** (excluding personal injury or workers' compensation) involving a construction project or contract.

⇒ **Section 2.** Requires Respondent to list all **administrative proceedings** involving a construction project or contract. (**NOTE:** *Administrative Proceedings* shall include: (i) any action taken or proceeding brought by a governmental agency, department, or officer to enforce any law, regulation, code, legal, or contractual requirement, except for those brought in state or federal courts; (ii) any action taken by a governmental agency, department, or officer imposing penalties, fines, or other sanctions for failure to comply with any such legal or contractual requirement, or (iii) any other matter before an administrative body.)

⇒ **Section 3.** Requires Respondent to list all **arbitrations** involving a construction project or contract.



Schedule E - Terminations and Legal Proceedings

Firm Name: _____

Part A. Terminations, Incomplete Projects, Liquidated Damages Paid - List each and every project on which the firm was **terminated, failed to complete the work, or paid liquidated damages** within the past five (5) years. Failure to provide a complete and accurate list may result in a firm being deemed unqualified and further action may be taken against the firm. Attach Additional Sheets If Necessary.

PROJECT NAME & LOCATION	PROJECT OWNER	SCOPE OF WORK PERFORMED	PROJECT START & END DATES	ESTIMATED CONTRACT AMOUNT	% COMPLETE	REASON FOR FAILURE TO COMPLETE, TERMINATION, OR PAYMENT OF LIQUIDATED DAMAGES

Schedule E - Terminations and Legal Proceedings (Continued)

Firm Name: _____

Part B. Convictions And Fines -List all **convictions and fines** incurred by the respondent firm or any of its principals for **violations of any state or federal law** within the past three (3) years. Failure to provide a complete and accurate list may result in a firm being deemed unqualified and further action may be taken against the firm. Attach Additional Sheets If Necessary.

PROJECT NAME, LOCATION & OWNER	MATTER CAPTION	LIST ENFORCEMENT AGENCY AND ALL PARTIES	LOCATION OF PROCEEDING	DESCRIPTION OF ACTION	START/END DATES	STATUS AND OUTCOME

SCHEDULE E - TERMINATIONS and LEGAL PROCEEDINGS (Continued)

Firm Name: _____

Part C. Legal Proceedings (List by Type of Action Specified in Sections 1 through 3)

- ⇒ **Section 1 – Litigation (excluding personal injury or workers’ compensation)** - List **ALL LITIGATION** involving a **construction project or contract** in which respondent firm was a named party, whether currently pending, or concluded within the past three (3) years. (***NOTE: You are NOT REQUIRED to list personal injury or workers’ compensation matters.***) Failure to provide a complete and accurate list may result in a firm being deemed unqualified and further action may be taken against the firm. Attach Additional Sheets If Necessary.

PROJECT NAME, LOCATION & OWNER	CASE CAPTION	LIST ALL PARTIES	LOCATION OF PROCEEDING	DESCRIPTION OF DISPUTE	START/END DATES	STATUS AND OUTCOME

Schedule E - Terminations and Legal Proceedings (Continued)

Firm Name: _____

Part C. Legal Proceedings (List by Type of Action Specified in Sections 1 through 3)

- ⇒ **Section 2 – Administrative Proceedings** - List **ALL ADMINISTRATIVE PROCEEDINGS** involving a construction project or contract in which respondent firm was a named party, whether currently pending, or concluded within the past three (3) years. (**NOTE:** *Administrative Proceedings* include: (i) any action taken or proceeding brought by a governmental agency, department, or officer to enforce any law, regulation, code, legal, or contractual requirement, except for those brought in state or federal courts; (ii) any action taken by a governmental agency, department, or officer imposing penalties, fines, or other sanctions for failure to comply with any such legal or contractual requirement, or (iii) any other matter before an administrative body.) Failure to provide a complete and accurate list may result in a firm being deemed unqualified and further action may be taken against the firm. Attach Additional Sheets If Necessary.

PROJECT NAME, LOCATION & OWNER	CASE CAPTION	LIST ALL PARTIES	LOCATION OF PROCEEDING	DESCRIPTION OF DISPUTE	START/END DATES	STATUS AND OUTCOME

Schedule E - Terminations and Legal Proceedings (Continued)

Firm Name: _____

Part C. Legal Proceedings (List by Type of Action Specified in Sections 1 through 3)

⇒ **Section 3 – Arbitrations** - List **ALL ARBITRATIONS** involving a construction project or contract in which respondent firm was a named party, whether currently pending, or concluded within the past three (3) years. Failure to provide a complete and accurate list may result in a firm being deemed unqualified and further action may be taken against the firm. Attach Additional Sheets If Necessary.

PROJECT NAME, LOCATION & OWNER	CASE CAPTION	LIST ALL PARTIES	LOCATION OF PROCEEDING	DESCRIPTION OF DISPUTE	START/END DATES	STATUS AND OUTCOME

SCHEDULE F

Schedule F – SAFETY RECORD

Respondents must list their workers compensation experience modifiers for the past three years in the space provided on the Statement of Qualifications form and **must also attach here documentation from their insurance carrier** of their Worker's Compensation Experience Modifier for the past three years.

SCHEDULE G

Schedule G – MBE/WBE and WORKFORCE COMPLIANCE RECORD

Firm Name: _____

Respondent is required to list below each and every project completed within the last five (5) years that had contractual MBE/WBE participation goals or minority and women workforce goals. For each project with goals list the contractually required MBE, WBE and workforce participation goals and the actual MBE, WBE and workforce participation achieved on the project. **Respondents must attach documentation from the project owner or and independent project manager supporting the amount of actual MBE/WBE participation reported.** In addition, if the goals were not met, explain why and indicate whether any sanctions or penalties were imposed. Attach additional sheets if necessary.

PROJECT NAME, LOCATION & AWARDING AUTHORITY	CONTRACT VALUE	MBE GOAL	ACTUAL MBE PARTICI- PATION	WBE GOAL	ACTUAL WBE PARTICI- PATION	WORK- FORCE GOALS	ACTUAL WORK- FORCE PARTICI- PATION	IF GOALS NOT MET EXPLAIN WHY	SANCTION OR PENALTY AND AMOUNT

SCHEDULE H

Schedule H – AUDITED FINANCIAL STATEMENT

Respondent must attach its most recent audited financial statement here

SCHEDULE I

Schedule I – LETTER EVIDENCING BONDING CAPACITY

Respondent must attach here a letter from a surety company (or from an agent meeting the criteria set forth above) evidencing that the surety will provide respondent with payment and performance bonds for the Project in an amount equal to or greater than 110% of the estimated construction cost of the Project. The surety company must meet the requirements set forth above.

SCHEDULE J

Schedule J – CERTIFICATE OF ELIGIBILITY AND UPDATE STATEMENT

Respondent must attach here two documents:

- 1) a copy of its current **DCAMM Certificate of Eligibility** (Form CQ7) meeting the requirements set forth above in this RFQ; **and**
- 2) a completed and signed **DCAMM Update Statement** using the current form of Update Statement available on DCAMM's website, www.mass.gov/dcam/certification

SCHEDULE K

Schedule K – EXAMPLES OF PROJECT MANAGEMENT REPORTS and BRIEF STATEMENT OF OPERATING PHILOSOPHY

Respondent must attach here specific examples (no more than 3) of **Project Management Reports** that were prepared by respondent on one or more of the Construction Manager projects listed on Schedule D, Part A above. In addition respondent **may**, at their option, include a brief statement of its operating philosophy. If information on respondents operating philosophy is contained in its Executive Summary attached at Schedule B the information should not be repeated here, but can be referenced.

Schedule L – PROJECTS WITH SUSTAINABLE DESIGN and/or LEED CERTIFIED BUILDINGS

Firm Name: _____

Respondent is required to complete both parts, Parts A and B of Schedule L. List below all similar projects the firm has completed which involved sustainable design and/or LEED certified buildings. On Part B list the Contact information for the owner and designer for each and every project listed on Part A. Attach additional sheets if necessary.

Part A. List Projects Involving Sustainable Design and/or LEED Certified Buildings.

PROJECT NAME & LOCATION	PROJECT OWNER	PROJECT DESCRIPTION INCLUDING DESCRIPTION OF SUSTAINABLE DESIGN OR LEED CERTIFICATION	DESCRIPTION OF SERVICES PROVIDED BY FIRM	ORIGINAL AND FINAL CONTRACT AMOUNT WITH EXPLANATION	PROJECT START AND COMPLETION DATE

Schedule L – PROJECTS WITH SUSTAINABLE DESIGN and/or LEED CERTIFIED BUILDINGS

(continued.)

Firm Name:_____

Part B. PROJECT CONTACTS – Respondent must list below contact information for the owner and designer on each of the projects listed on Schedule L Part A above. Be certain to confirm the contact information is current.

PROJECT NAME & LOCATION	COMPANY NAME	CONTACT PERSON/ADDRESS	TELEPHONE#	EMAIL ADDRESS
	OWNER DESIGNER			
	OWNER DESIGNER			
	OWNER DESIGNER			
	OWNER DESIGNER			
	OWNER DESIGNER			
	OWNER DESIGNER			
	OWNER DESIGNER			

Clinton Middle School

Simplified Gas Heat vs Electric Heat Pump

Order of Magnitude Comparison (10-2-2023)

The following utilizes Beal Elementary School gas usage data being that it is an newer (2019) school of equivalent size to the proposed Clinton Middle School.

Actual Beal school gas use varied from 18,820 Therms from July 2022 to June 2023 to 23,446 Therms from July 2021 to June 2022 which the Beal life cycle energy model coincided well with. However, actual gas consumption was reported from the main building meter and includes domestic hot water (DHW) and gas cooking loads. From review of billing it appears the DHW and cooking loads equal approx. 3,500 Therms annually. For the purposes of this analysis we shall presume 25% of this 3,500 Therms is devoted to cooking and 75% to domestic hot water use.

Therefore are finally gas consumption breakdown is as follows:

Building Heating	=	17,500 Therms (21,000 Therm average – 3,500 Therms)
Domestic Hot Water	=	2625 Therms (3,500 Therms x 0.75)
Cooking Loads	=	875 Therms (3,500 Therms x 0.25)

We have utilized these actual gas consumption values from the Beal School as a theoretical value for the new Clinton Middle School.

Simple conversion of gas therms to equivalent electrical consumption varies based on several factors. The following describes how the conversion was applied to the three (3) different uses described above:

Heating Gas Therm to Electric Conversion:

Beal schools heating boilers were an average of 93%+/- efficient hence, 17,500 Therms would equate to approximately 1,628 MMBTUH (M=1,000) of annual heat delivered to the building. Generating this amount of heat with electric heat pumps at an average COP of 2.5 (see notes below) would require an estimated 190,800 kWh of site electrical energy.

Domestic Hot Water Gas Therm to Electric Conversion:

Beal schools domestic hot water heaters were 95%+/- efficient hence, 2,625 Therms would equate to approximately 262.5 MMBTUH (M=1,000) of annual heat energy delivered to the domestic hot water system. Generating this amount of heat with high efficiency CO2 driven electric heat pumps at an average COP of 3.0 (see notes below) would require an estimated 25,637 kWh of site electrical energy.

Cooking Gas Therm to Electric Conversion:

Conversion of gas to electric for cooking is more difficult as the efficiency of both gas and electric equipment varies greatly based on the type of cooking equipment used. For example, gas-fired cooking equipment efficiency ranges from 40% or less for gas cooktops to 80% or more for ovens. As well as the efficiency of electric appliances can also vary but not as greatly as gas, from a low of 70 for electric ranges to just over 80% for induction ranges and convection ovens.

As an exact ratio of use is unknown we have assumed the gas cooking consumption average efficiency was 60% and an equivalent electric efficiency is 80%. As such 875 Therms would equate to approximately 52.5 MMBTUH (M=1,000) of annual heat energy delivered to the cook line. Generating this amount of heat with high efficiency electric cooking equipment would require an estimated 19,338 kWh of site electrical energy.

The below table summarizes the conversion of gas to electric for the three (3) major consumption points of building heating, domestic hot water and cooking using Beal's gas usage data. Gas usage is reflected in Therms, electrical usage is reflected in kWh. Utility rates are based on existing 2023 rates paid by the existing Clinton Middle School 2023.

	Building Heating		Domestic Hot Water		Cooking	
Source:	Gas	Electric	Gas	Electric	Gas	Electric
Consumption:	17,500	190,800	2,625	25,637	875	19,338
Cost:	\$19,775	\$41,976	\$2,966	\$5,640	\$989	\$4,254
Delta:		+22,201		+\$2,674		+\$3,265

- Gas in Therms; Gas Cost = \$1.13/ Therm
- Electric in kWh; Electric Cost = \$0.22/kWh

It is important to note that escalation in natural gas rates and higher efficiencies of proposed equipment for the new Clinton Middle School would be expected to help close the annual cost increase between gas burning heat sources and electric heat pumps to some extent.

Some measures planning to be employed on the Clinton Middle School which will help reduce the annual energy consumption and associated cost add between gas and electric heating are as follows:

1. Clinton Middle School is expected to outperform Beal in heating energy consumption due to higher envelope R values and higher HVAC equipment efficiencies required of the new energy code. As such the annual heating consumption of either gas or electricity is expected to be less.
2. Chiller/Heater heating COP varies from a low of 1.6 at 0°F outdoor temp to a high of 2.87 at 50°F Heat Pump operating in heat only mode. However, COP's in heat recovery mode can be as high as 5.9 which would apply to Clinton Middle School if building wide cooling is selected.

3. DOAS units addressing much of the outdoor air heating load shall be supported by air cooled heat pump with top end COP's of 3.3 or higher. Where viable VRF heat pumps shall be used for lower outdoor air temperature operating range and higher efficiency.
4. Offices shall be supported by VRF heat recovery heat pumps with overall COP's up to or over 4.0.

-End-

October 03, 2023



Clinton Middle School Project

School Building Committee Meeting #17



1. **Call to Order & number of voting members present:**
2. Previous Topics and Approval of September 19, 2023, Meeting Minutes:
3. Invoices and Commitments for Approval:
 1. DWMP invoice #013, for the month of September, in the amount of \$15,000.00
 2. LPA|A Amendment No.005, in the amount of \$14,190.00
 3. Budget Revision Request No.003, Request for Approval
4. Mechanical Systems Discussion and Vote
5. Construction Management @ Risk Subcommittee Selection
6. OIG Application Submission Permission
7. Construction Management @ Risk RFQ Draft Discussion
8. Other Topics not Reasonably Anticipated 48 hours prior to the Meeting.
9. Public Comment
10. Next Meetings
11. Adjourn:


1. Call to Order & number of voting members present:
- 2. Previous Topics and Approval of September 19, 2023, Meeting Minutes:**
3. Invoices and Commitments for Approval:
 1. DWMP invoice #013, for the month of September, in the amount of \$15,000.00
 2. LPA|A Amendment No.005, in the amount of \$14,190.00
 3. Budget Revision Request No.003, Request for Approval
4. Mechanical Systems Discussion and Vote
5. Construction Management @ Risk Subcommittee Selection
6. OIG Application Submission Permission
7. Construction Management @ Risk RFQ Draft Discussion
8. Other Topics not Reasonably Anticipated 48 hours prior to the Meeting.
9. Public Comment
10. Next Meetings
11. Adjourn:

Previous Meeting Minutes for approval:

Motion to approve **September 19, 2023**, meeting minutes, by _____, 2nd by _____."

PBC Roll Call Vote:

- Brian Delorey
- Chris Magliozzi
- Steven Meyer
- Michael Moran
- Timothy O’Toole
- Michael Ward
- Chris McGown

<div>Project: Clinton Middle School Meeting: Permanent Building Committee Meeting No. 16: 09/19/2023 Page: 2</div> <div></div>		
Item No.	Description	Action
16.1	Call to Order: 6:34 PM meeting was called to order by PBC Chair, C. McGown with 5 of 7 members in attendance.	Record
16.2	Senior Center Carriage Housing Invoice and Change Order Approval: Fox Painting Co, Application for Payment No.002 Request, in the amount of <u>\$145,112.50</u> A motion to approve Fox Painting Co.'s application for payment request, in the amount of \$145,112.50 was submitted by S. Meyer and seconded by C. Magliozzi. Discussion: None; Roll Call Vote: C. Magliozzi (Y), S. Meyer (Y), C. McGown (Y); Abstentions: M. Ward (experienced technical difficulties) All in favor, motion passes.	Record
16.3	Previous Topics & Approval of August 22, 2023, Meeting Minutes: A motion to approve the 08/22/2023 meeting minutes was submitted by S. Meyer and seconded by C. Magliozzi. Discussion: None; Roll Call Vote: C. Magliozzi (Y), S. Meyer (Y), C. McGown (Y); Abstentions: M. Ward All in favor, motion passes, August 22, 2023, meetings are certified as approved.	Record
16.4	Project Budget Update: <u>M.Cox</u> updates the committee on the current project budget. After tonight's approval of LPA A Amendment No.004, there will be \$41,706.32 left in the budget for future expenditures. <u>LPA A Amendment No.004 request.</u> <ul style="list-style-type: none">• Geotechnical Testing Services: \$10,010.00<ul style="list-style-type: none">◦ (4) borings, taking the four corners of the building to confirm the soil condition.• Fire Hydrant Flow Test: \$1,925.00<ul style="list-style-type: none">◦ Confirm that there is enough water pressure so that we do not have to put a fire pump in the building.• Amendment No.004 Total: <u>\$11,935.00</u> A motion was made by S. Meyer, and second by M. Ward for the approval of the LPA A Amendment No.004. Discussions: None; Roll Call Vote: M. Ward (Y), S. Meyer (Y), C. McGown (Y), B. Delorey; Abstentions: C. Magliozzi (experienced technical difficulties) All in favor, motion passes to approve LPA A Amendment No.004 request.	Record
16.5	Invoices and Commitments for Approval	Record

1. Call to Order & number of voting members present:
2. Previous Topics and Approval of September 19, 2023, Meeting Minutes:
3. **Invoices and Commitments for Approval:**
 1. **DWMP invoice #013, for the month of September, in the amount of \$15,000.00**
 2. **LPA|A Amendment No.005, in the amount of \$14,190.00**
 3. **Budget Revision Request No.003, Request for Approval**
4. Mechanical Systems Discussion and Vote
5. Construction Management @ Risk Subcommittee Selection
6. OIG Application Submission Permission
7. Construction Management @ Risk RFQ Draft Discussion
8. Other Topics not Reasonably Anticipated 48 hours prior to the Meeting.
9. Public Comment
10. Next Meetings
11. Adjourn:

DWMP Invoice #014 for Approval:

“Motion to approve the DWMP September Invoice, in the amount of \$15,000.00 by _____, 2nd by_____.”

PBC Roll Call Vote:

- Brian Delorey
- Chris Magliozzi
- Steven Meyer
- Michael Moran
- Timothy O’Toole
- Michael Ward
- Chris McGown

Dore and Whittier Management Partners, LLC
Please send payments to;
212 Battery Street
Suite 1
Burlington, VT 05401

Clinton Middle School
100 West Boylston Street
Clinton, MA 01510

Invoice number 00014
Date 09/25/2023

Project 22-0126 CLINTON SCHOOL
DEPARTMENT

Description	Contract Amount	Prior Billed	Current Billed	Remaining	Total Billed
Pre Designer Selection	39,000.00	39,000.00	0.00	0.00	39,000.00
Feasibility Sudy	125,000.00	125,000.00	0.00	0.00	125,000.00
Schematic Design	120,000.00	0.00	15,000.00	105,000.00	15,000.00
Total	284,000.00	164,000.00	15,000.00	105,000.00	179,000.00

Invoice total 15,000.00

Aging Summary							
Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
00013	08/28/2023	15,000.00	15,000.00				
00014	09/25/2023	15,000.00	15,000.00				
Total		30,000.00	30,000.00	0.00	0.00	0.00	0.00

LPA|A Amendment No.005 for Approval:

“Motion to approve the LPA|A Amendment No.005, for a Traffic Analysis in the amount of \$14,190.00 by _____, 2nd by_____.”

PBC Roll Call Vote:

- Brian Delorey
- Chris Magliozzi
- Steven Meyer
- Michael Moran
- Timothy O’Toole
- Michael Ward
- Chris McGown

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 5

WHEREAS, the Town of Clinton _____ (“Owner”) and Lamoureux Pagano Associates/Architects, (the “Designer”) (collectively, the “Parties”) entered into a Contract for Designer Services for the Clinton Middle School December 20th, 2022; and

WHEREAS, effective as of October 3, 2023, the Parties wish to amend the Contract:

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

1. The Owner hereby authorizes the Designer to perform additional services relative to providing a traffic analysis, pursuant to the terms and conditions set forth in the Contract, as amended.
2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services:	Original Contract	After this Amendment
Feasibility Study Phase	\$ 250,000	\$ 250,000
Schematic Design Phase	\$ 350,000	\$ 350,000
Design Development Phase	\$	\$
Construction Document Phase	\$	\$
Bidding Phase	\$	\$
Construction Phase	\$	\$
Completion Phase	\$	\$
Amd. #1 – Hazardous Material Inspec, & Environmental Assessment	\$ 8,140	\$ 8,140
Amd. #2 – Land Survey Services	\$ 28,600	\$ 28,600
Adm. #3 - Site Surveying Services	\$ 17,600	\$ 17,600
Amd. #4 – Geotechnical Testing Svcs	\$ 10,010	\$ 10,010
Amd. #4 – Fire Hydrant Flow Test	\$ 1,925	\$ 1,925
Amd. #5 – Traffic Analysis	\$	\$ 14,190
Total Fee	\$ 666,275	\$ 680,465

Budget Revision Request No.002

“Motion to approve the Budget Revision Request, No.002, in the amount of \$10,465.00 by _____, 2nd by_____.”

PBC Roll Call Vote:

- Brian Delorey
- Chris Magliozzi
- Steven Meyer
- Michael Moran
- Timothy O’Toole
- Michael Ward
- Chris McGown

TO: Director of Capital Planning
From: Michael Ward
Town of Clinton
Clinton Middle School
MSBA Project ID Number: 202000640305

DATE: October 03, 2023

RE: Feasibility Study Agreement (FSA) Budget Revision Request, NUMBER: 2

Pursuant to the Feasibility Study Agreement between the Town of Clinton (the “Town”) and the MASSACHUSETTS SCHOOL BUILDING AUTHORITY (the “Authority”), the Town hereby requests a revision to the Feasibility Study Budget, Exhibit A, dated the 14th of April 2021, for the Clinton Middle School Project. As required, the Town has provided the information outlined in the table below to indicate the Feasibility Study Budget categories (line items) affected, the amounts needed and the reasons for the proposed revision.

The Town acknowledges and agrees that it will not seek reimbursement from the Authority for any costs that exceed the already approved line item limits set forth in Exhibit A until after the Authority has accepted this Feasibility Study Budget Revision Request, and the Authority’s ProPay system has been adjusted accordingly.

The Town further acknowledges and agrees that in accordance with Section 3.3 of the Feasibility Study Agreement, any revisions to the Feasibility Study Budget will not result in an increase to the grant amount set forth in Section 2.1 of the Feasibility Study Agreement.

The Town further acknowledges and agrees that the need for these revisions to the Feasibility Study Budget have been identified in the OPM monthly report as required pursuant to the Contract for Owner’s Project Management Services between the District and the OPM.

The Town further acknowledges and agrees that all of the information contained in this Feasibility Study Agreement Budget Revision Request has been reviewed and approved by the Clinton Middle School Permanent Building Committee, and it further certifies and acknowledges that the funds to pay for the costs associated with these proposed revisions are available as indicated by the signatures noted below.

The Total Budget in the Current Feasibility Study Budget, Exhibit A of the FSA dated April 14, 2021 is \$1,000,000.

From Class’ Code	From Classification Name	To Class’ Code	To Classification Name	Budget Revision Amount	Reason for transfer (Attach all supporting documentation, e.g., executed contracts, amendments and or supporting invoices for reimbursable expenses)	Amount Remaining in Other	Ineligible/Cost/Scope Items excluded from the Total Facilities Grant
0004-0000	Other	0003-0000	Environ & Site	\$10,465.00	Cover Designer Amendment No.005	\$27,516.32	

1. Call to Order & number of voting members present:
2. Previous Topics and Approval of September 19, 2023, Meeting Minutes:
3. Invoices and Commitments for Approval:
 1. DWMP invoice #013, for the month of September, in the amount of \$15,000.00
 2. LPA|A Amendment No.005, in the amount of \$14,190.00
 3. Budget Revision Request No.003, Request for Approval
- 4. Mechanical Systems Discussion and Vote**
5. Construction Management @ Risk Subcommittee Selection
6. OIG Application Submission Permission
7. Construction Management @ Risk RFQ Draft Discussion
8. Other Topics not Reasonably Anticipated 48 hours prior to the Meeting.
9. Public Comment
10. Next Meetings
11. Adjourn:



MSBA

Massachusetts School Building Authority

Funding Affordable, Sustainable, and Efficient Schools in
Partnership with Local Communities

Old Base Requirements:

- 1) LEED for Schools Certified or NE-CHPS Verified
- 2) Exceed Current Energy Code by 10%
- 3) Specific IAQ Points Required– LEED or NE-CHPS

Previously for an Additional 2%:

- 1) Exceed Current Energy Code by 20%

MSBA Amendment

Voted on at the 6/21/23 MSBA Board meeting

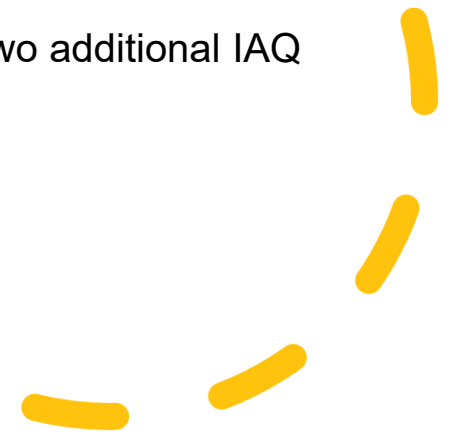
Base Requirement:

- 1) LEED for Schools Silver or NE-CHPS Verified
- 2) Meet new Stretch Code
- 3) Minimum IAQ Points – LEED or NE-CHPS

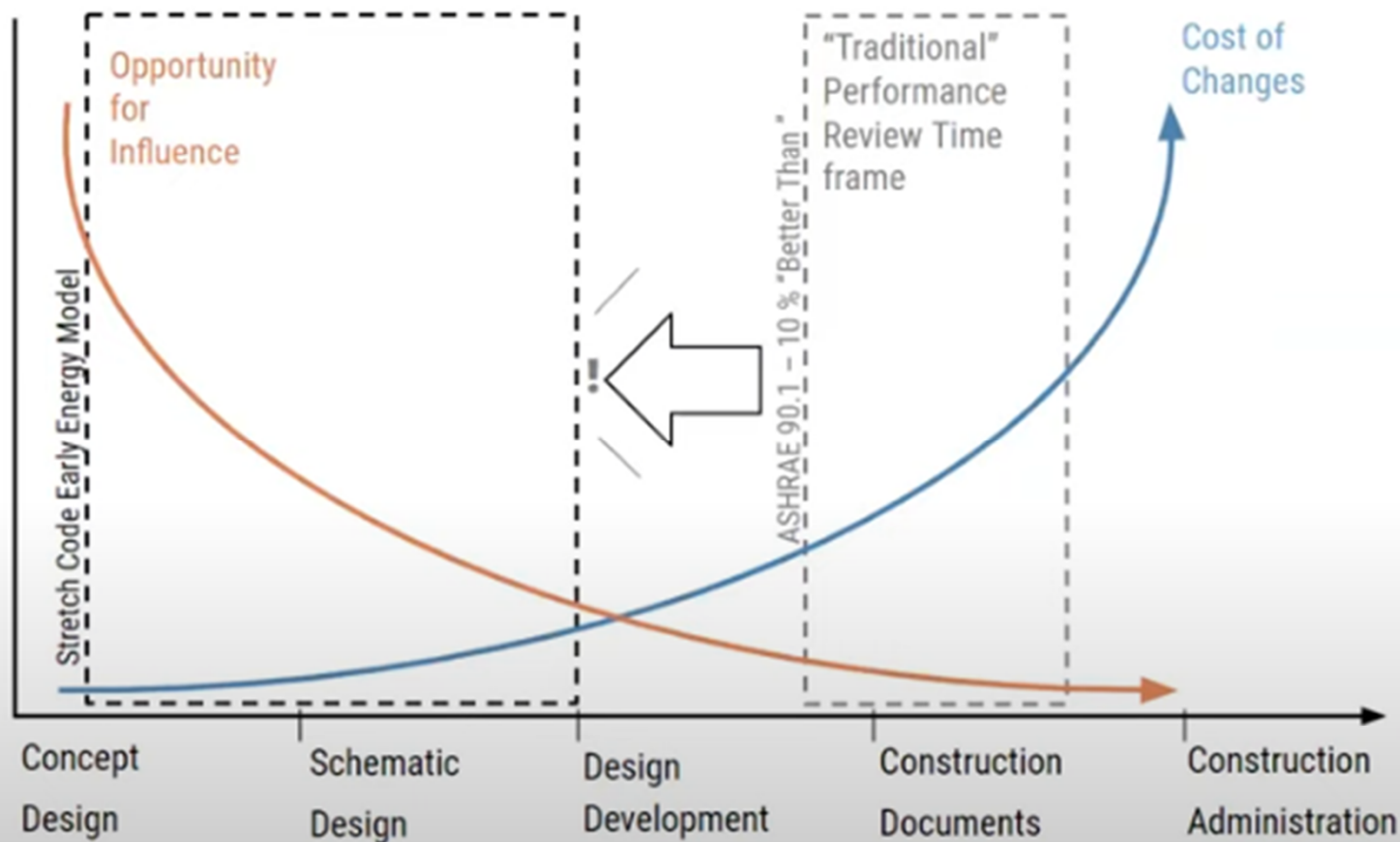
For an Additional 3%: meet Opt-in Specialized Code

For an Additional 1%: achieve two additional IAQ points in LEED or CHPS

4% additional available in total




Front-Loaded Design Process



Most cost-effective approach to delivering buildings =
make the right decisions early

- Energy Model + Set performance targets early
- Design accordingly with whole team
- Update modeling and check design through subsequent phases

Compliance Pathway



Stretch Code Mandatory Code Requirements (in addition to IECC 2021)	PSR Design	Stretch Code	Opt-in Code
C402.1.5 - Envelope Backstop	○	●	●
C402.3 - Rooftop Solar Ready	●	●	●
C402.5 - Air Leakage Testing	○	●	●
C402.7 - Thermal Bridge Derating	○	●	●
C403 - Building Mechanical System w/ Energy Recovery	◐	●	●
C404 - Service Water Heating	◐	●	●
C406 - Additional Efficiency Measures	◐	●	●
EV Parking (check zoning!)	◐	●	●

... and schools must follow the Targeted Performance Pathway (aka TEDI)

Specialized Code: Schools, Offices, similar uses



TEDI limits

Air infiltration

Ventilation energy recovery

Thermal bridging

Meet all the requirements of stretch code



All electric systems

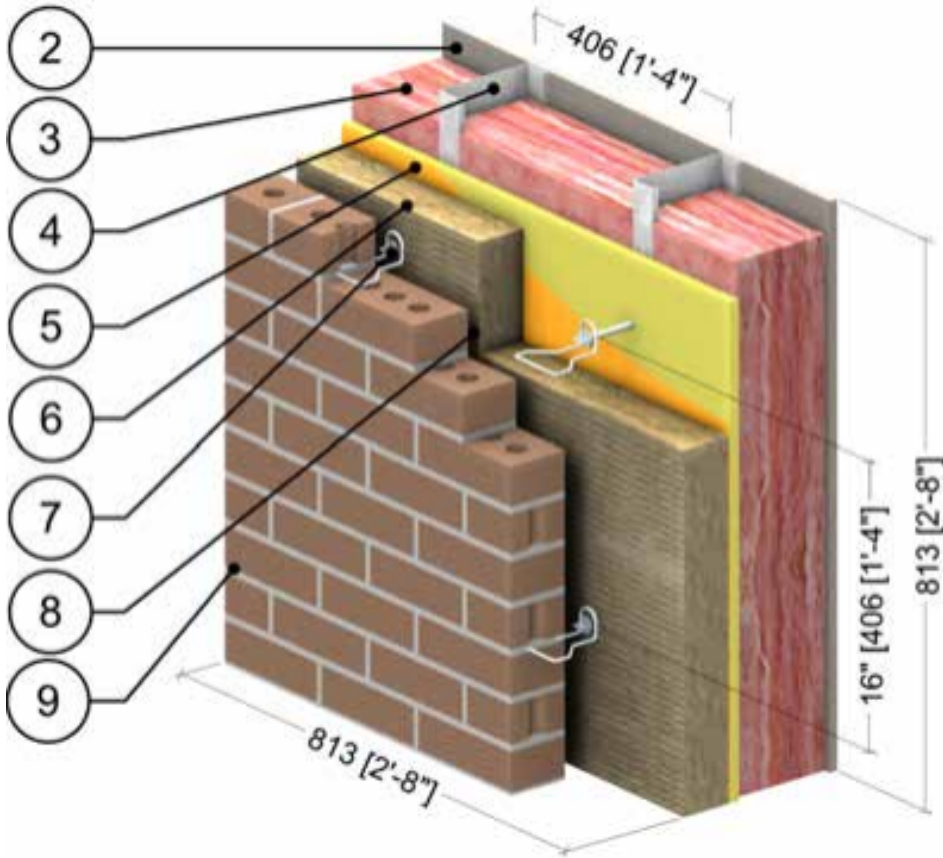
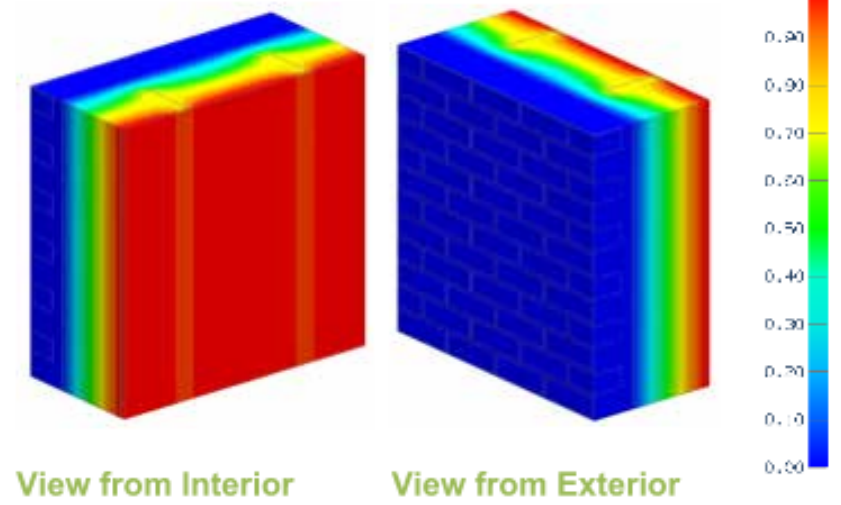
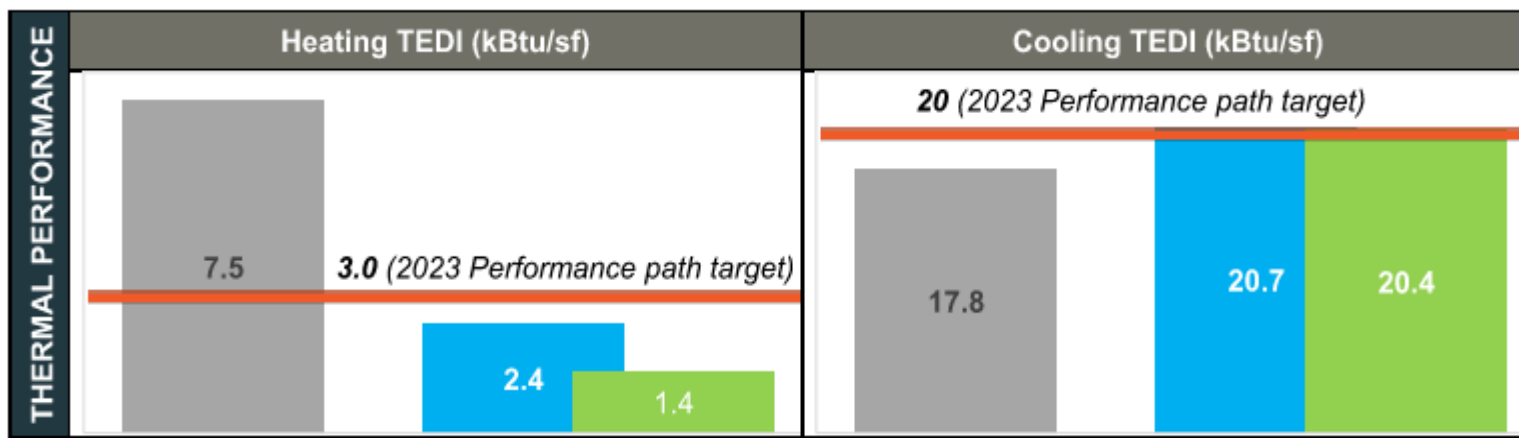
or

Rooftop solar where feasible and electric readiness

or

Net Zero energy on-site with all electric systems
Or electric readiness if using gas

Building Systems [PSR Design]	Gas	Electric
Heating		●
Cooling [Air Conditioning throughout]		●
Domestic Hot Water	●	
Cooking Equipment	◐	◐
Emergency Generator	●	



ID	Component	Thickness Inches (mm)	Conductivity Btu-in / ft ² ·hr·°F (W/m K)	Nominal Resistance hr·ft ² ·°F/Btu (m ² K/W)	Density lb/ft ³ (kg/m ³)	Specific Heat Btu/lb·°F (J/kg K)
1	Interior Film ¹	-	-	R-0.7 (0.12 RSI)	-	-
2	Gypsum Board	1/2" (13)	1.1 (0.16)	R-0.5 (0.08 RSI)	50 (800)	0.26 (1090)
3	Ecotouch Pink Fiberglass Batt	6" (152)	0.25 (0.036)	R-24 (4.2 RSI)	1.42 (22.7)	0.17 (710)
4	6" x 1 5/8" Steel Studs	18 Gauge	430 (62)	-	489 (7830)	0.12 (500)
5	Exterior Sheathing	5/8" (16)	1.1 (0.16)	R-0.6 (0.10 RSI)	50 (800)	0.26 (1090)
6	Thermafiber RainBarrier 45 Mineral Wool Semi Rigid Insulation	Varies	0.24 (0.034)	R-6.3 to R-21.0 (1.11 to 3.70 RSI)	4.5 (72)	0.29 (1220)
7	Heckmann Pos-I-Tie Masonry Tie 16" (406) o.c.	Varies	-	-	-	-
8	Vented Air Cavity ²	1.5" (38)	-	R-0.4 (0.07 RSI)	0.075 (1.2)	0.24 (1000)
9	Brick Veneer	3 5/8" (92)	5.4 (0.78)	-	120 (1920)	0.19 (720)
10	Zinc Barrel	-	726 (105)	-	412 (6600)	-
11	Rubber Washer (EPDM)	1/16" (1.59)	1.7 (0.25)	-	62 (997)	-
12	Galvanized Steel Wire Pintle	3/16" (5) Ø	645 (93)	-	489 (7830)	0.12 (500)
13	Exterior Film ¹	-	-	R-0.2 (0.03 RSI)	-	-

¹ Value selected from table 1, p. 26.1 of 2009 ASHRAE Handbook – Fundamentals depending on surface orientation

² The thermal conductivity of air spaces was found using ISO 100077-2

PSR Estimated Town Share = \$81.75M



MSBA

Massachusetts School Building Authority

Funding Affordable, Sustainable, and Efficient Schools in
Partnership with Local Communities

Old Base Requirements:

- 1) LEED for Schools Certified or NE-CHPS Verified
- 2) Exceed Current Energy Code by 10%
- 3) Specific IAQ Points Required– LEED or NE-CHPS

Previously for an Additional 2%:

- 1) Exceed Current Energy Code by 20%

**2% Incentive Loss = \$83.3M
+ Stretch Code Improvements**

MSBA Amendment

Voted on at the 6/21/23 MSBA Board meeting

Base Requirement:

- 1) LEED for Schools Silver or NE-CHPS Verified
- 2) Meet new Stretch Code
- 3) Minimum IAQ Points – LEED or NE-CHPS

For an Additional 3%: meet Opt-in Specialized Code

For an Additional 1%: achieve two additional IAQ points in LEED or CHPS

4% additional available in total

**4% Incentive Increase = ±\$80.2M
+ Stretch Code + All Electric**

Compliance Pathway

Stretch Code Mandatory Code Requirements (in addition to IECC 2021)	PSR Design	Stretch Code	Opt-in Code
C402.1.5 - Envelope Backstop	\$81.75M Included 2% Energy Efficiency Incentive Points	\$83.25M Includes 2% Loss Energy Efficiency Incentive Points + Stretch code improvements Electric Domestic Hot Water Electric Cooking Equipment Insulation Increases Triple Pane Windows	\$80.25M Includes 4% Energy Efficiency Incentive Points + Stretch code improvements Electric Domestic Hot Water Electric Cooking Equipment Insulation Increases Triple Pane Windows
C402.3 - Rooftop Solar Ready			
C402.5 - Air Leakage Testing			
C402.7 - Thermal Bridge Derating			
C403 - Building Mechanical System w/ Energy Recovery			
C404 - Service Water Heating			
C406 - Additional Efficiency Measures			
EV Parking (check zoning!)			

... and schools must follow the Targeted Performance Pathway (aka TEDI)

± \$1.5M Delta

± \$650K

N/A

N/A

± \$525K

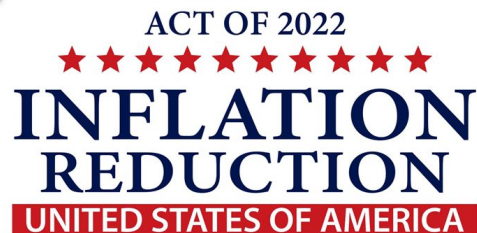
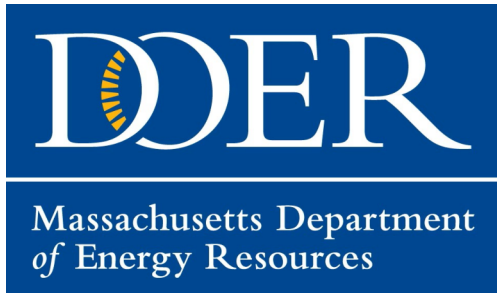
± \$175K

Estimator
±\$3/sqft. to go all electric

±\$410K

Total Add of:
±\$1.06M

nationalgrid



Total Heating Load:
± 250 Tons

Equipment Type	Customer Rebate Amount	1, 2, 3, 4, 5
Air Source Heat Pumps (ASHP)	\$2,500 per ton	
Air Source Variable Refrigerant Flow Heat Pumps (VRF)	\$3,500 per ton	
Ground Source Heat Pumps (GSHPs)	\$4,500 per ton	

Will not fund gas equipment after January 1, 2024.

Air Source Heat Pumps: \$800 a ton

Variable Refrigerant Flow (VRF) - \$1200 a ton

Ground Source Heat Pumps: \$4500 a ton

Mass Save's Path 1 program requires buildings to be all electric, and this is path has the most financial incentives

The Path one program also means that the team will only need to run one energy model - which can be used for both incentives and LEED.



Clinton Middle School
Simplified Gas Heat vs Electric Heat Pump
Order of Magnitude Comparison (10-2-2023)

The following utilizes Beal Elementary School gas usage data being that it is an newer (2019) school of equivalent size to the proposed Clinton Middle School.

Actual Beal school gas use varied from 18,820 Therms from July 2022 to June 2023 to 23,446 Therms from July 2021 to June 2022 which the Beal life cycle energy model coincided well with. However, actual gas consumption was reported from the main building meter and includes domestic hot water (DHW) and gas cooking loads. From review of billing it appears the DHW and cooking loads equal approx. 3,500 Therms annually. For the purposes of this analysis we shall presume 25% of this 3,500 Therms is devoted to cooking and 75% to domestic hot water use.

Therefore are finally gas consumption breakdown is as follows:

Building H
Domestic H
Cooking L

We have u
for the new

Simple cor
factors. TI
described i

Heating Gi

Beal schoo
equate to a
Generating
below) wo

Domestic L

Beal schoo
equate to a
domestic h
electric hea
25,637 kW

Clinton Middle School
HVAC Heat Pump to Gas Comparison
October 2, 2023 Page 2 of 3

Cooking Gas Therm to Electric Conversion:

Conversion of gas to electric for cooking is more difficult as the efficiency of both gas and electric equipment varies greatly based on the type of cooking equipment used. For example, gas-fired cooking equipment efficiency ranges from 40% or less for gas cooktops to 80% or more for ovens. As well as the efficiency of electric appliances can also vary but not as greatly as gas, from a low of 70 for electric ranges to just over 80% for induction ranges and convection ovens.

As an exact ratio of use is unknown we have assumed the gas cooking consumption average efficiency was 60% and an equivalent electric efficiency is 80%. As such 875 Therms would equate to approximately 52.5 MMBTUH (M=1,000) of annual heat energy delivered to the cook line. Generating this amount of heat with high efficiency electric cooking equipment would require an estimated 19,338 kWh of site electrical energy.

The below table summarizes the conversion of gas to electric for the three (3) major consumption points of building heating, domestic hot water and cooking using Beal's gas usage data. Gas usage is reflected in Therms, electrical usage is reflected in kWh. Utility rates are based on:

Source:
Consumption:
Cost:
Delta:
- Gas in
- Electric

It is import
equipment
increase be

Some men
the annual
follows:

1. Cli
due
new
exp
2. Chi
at 5
can
coo

Clinton Middle School
HVAC Heat Pump to Gas Comparison
October 2, 2023 Page 3 of 3

3. DOAS units addressing much of the outdoor air heating load shall be supported by air cooled heat pump with top end COP's of 3.3 or higher. Where viable VRF heat pumps shall be used for lower outdoor air temperature operating range and higher efficiency.
4. Offices shall be supported by VRF heat recovery heat pumps with overall COP's up to or over 4.0.

-End-

	Building Heating		Domestic Hot Water		Cooking	
Source:	Gas	Electric	Gas	Electric	Gas	Electric
Consumption:	17,500	190,800	2,625	25,637	875	19,338
Cost:	\$19,775	\$41,976	\$2,966	\$5,640	\$989	\$4,254
Delta:		+22,201		+\$2,674		+\$3,265

- Gas in Therms; Gas Cost = \$1.13/ Therm
- Electric in kWh; Electric Cost = \$0.22/kWh

±\$28,000 a year

System Type

Fuel

Service Life

DHW Boilers

Gas

±25 Years

DHW Boilers

Electric

±15 Years

Heating Boilers

Gas

±15 Years

Air Source Heat

Electric

±15 Years

Anticipated Annual kWh Usage

± 235,000 kWh HEATING

± 650,000 kWh ELECTRICAL LOADS

± 885,000 TOTAL ELECTRICAL LOAD

Anticipated Photovoltaic Array Output:

± 625,000 kWh (BASED ON 500 KW PV SYSTEM)

1. Call to Order & number of voting members present:
2. Previous Topics and Approval of September 19, 2023, Meeting Minutes:
3. Invoices and Commitments for Approval:
 1. DWMP invoice #013, for the month of September, in the amount of \$15,000.00
 2. LPA|A Amendment No.005, in the amount of \$14,190.00
 3. Budget Revision Request No.003, Request for Approval
4. Mechanical Systems Discussion and Vote
- 5. Construction Management @ Risk Subcommittee Selection**
6. OIG Application Submission Permission
7. Construction Management @ Risk RFQ Draft Discussion
8. Other Topics not Reasonably Anticipated 48 hours prior to the Meeting.
9. Public Comment
10. Next Meetings
11. Adjourn:

Construction Management @ Risk Subcommittee Selection

Establish prequalification/CM selection subcommittee

At least 2 members from SBC/PBC, 1 member from OPM, and 1 member from Architect

District Member #1 _____
District Member #2 _____
District Member #3? _____

OPM Representative: **Trip Elmore**

LPA|A Representative: **Eric Moore**

CM Selection Subcommittee Roles

Review and Approve RFQ

Evaluate and Rank responses

Review and Approve RFP

Evaluate and rank Responses

Attend and rank Interviews of the 3-4 CM Applicants

1. Call to Order & number of voting members present:
2. Previous Topics and Approval of September 19, 2023, Meeting Minutes:
3. Invoices and Commitments for Approval:
 1. DWMP invoice #013, for the month of September, in the amount of \$15,000.00
 2. LPA|A Amendment No.005, in the amount of \$14,190.00
 3. Budget Revision Request No.003, Request for Approval
4. Mechanical Systems Discussion and Vote
5. Construction Management @ Risk Subcommittee Selection
- 6. OIG Application Submission Permission**
7. Construction Management @ Risk RFQ Draft Discussion
8. Other Topics not Reasonably Anticipated 48 hours prior to the Meeting.
9. Public Comment
10. Next Meetings
11. Adjourn:

OIG Application Submission Permission

“Motion to approve the OIG Application submission by _____, 2nd by_____.”

PBC Roll Call Vote:

- Brian Delorey
- Chris Magliozzi
- Steven Meyer
- Michael Moran
- Timothy O’Toole
- Michael Ward
- Chris McGown

APPLICATION

Please submit one electronic application including copies of the signature pages, to the CM at-risk mailbox: IGO-Chapter-149A@mass.gov. A paper copy may also be submitted to the OIG, but is not required. To assist in the evaluation process, please submit and identify information and documents with the item numbers on this application form.

I. General Information

1. Awarding Authority Town of Clinton
 - a. Awarding Authority Person in Charge of Project Steven Meyer
 - b. Awarding Authority Address: 100 West Boylston Street, Clinton, MA
 - c. Phone number of Awarding Authority Person in Charge of Project 978 962 1431
 - d. E-mail address of Awarding Authority Person in Charge of Project Smever@clinton.k12.ma.us
2. Owner’s Project Manager (OPM) assigned or hired Dore & Whittier Management Partners- Trip Elmore
 - a. Phone number for OPM 978 914 5507
 - b. E-mail address for OPM is Telmore@doreandwhittier.com
3. Design Firm Lamoureux Pagano Associates | Architects
 - a. Principal Designer in Charge of Project Eric Moore
 - b. Phone number of the Principal Designer 508 752 2831
 - c. E-mail address of Designer emoore@LPAA.com
4. Narrative description and brief history of the project: See attachment A
 - a. estimated square feet 136,000 SQ
 - b. program type Educational
 - c. building type New Construction
5. Project schedule elements, including, but not limited to: See attachment B
 - a. Feasibility study completion date (if any) August 2023
 - b. Owner’s Project Manager contract execution date (if not an employee) August 05, 2022
 - c. Designer contract execution date December 20, 2022

1. Call to Order & number of voting members present:
2. Previous Topics and Approval of September 19, 2023, Meeting Minutes:
3. Invoices and Commitments for Approval:
 1. DWMP invoice #013, for the month of September, in the amount of \$15,000.00
 2. LPA|A Amendment No.005, in the amount of \$14,190.00
 3. Budget Revision Request No.003, Request for Approval
4. Mechanical Systems Discussion and Vote
5. Construction Management @ Risk Subcommittee Selection
6. OIG Application Submission Permission
- 7. Construction Management @ Risk RFQ Draft Discussion**
8. Other Topics not Reasonably Anticipated 48 hours prior to the Meeting.
9. Public Comment
10. Next Meetings
11. Adjourn:

Construction Management @ Risk RFQ Draft Discussion

1. Establish a CM @ Risk Sub Committee – October 03rd
2. Develop an RFQ with the owner
 - Prepare and Advertise the RFQ for CM @ Risk Services
 - RFQ Issue Date: **October 11th**
 - RFQ Deadline: **November 2, 2023**
3. Evaluate the statement of qualifications and prequalify at least (3) firms
 - Notification of Shortlist: **November 14, 2023**

Request for Qualifications for Construction Management at Risk Services

I. General Information

A. Project Information

Awarding Authority:	Town of Clinton
MSBA Project No.	202000640305
Project Title:	Clinton Middle School, Clinton, Massachusetts
Submission Deadline:	2:00 P.M. Thursday, November 02, 2023

Submit (4) complete copies, and one (1) electronic copy in PDF format on a thumb-drive storage device of the Statement of Qualifications (“SOQ”) with all required forms, attachments, supporting documentation and information to:

Elias V Grijalva
Dore+Whittier Management Partners
Clinton Middle School
260 Merrimac Street
Newburyport, MA 01950

Packages must be labeled on the outside with the following information: “RFQ for Construction Management Services,” the Project number and title, and CM firm’s name, business address and telephone number.

Estimated Construction Cost:	\$105,000,000.00 - \$120,000,000.00	
Estimated Construction Duration:	32 months	
Project Team:	Owners Project Manager:	Dore+Whittier Management Partners
	Designer:	Lamoureux Pagano Associates Architects

RFQ Interest Form: Firms interested in this Project must submit an RFQ Interest Form by email to EGrijalva@doreandwhittier.com

1. Call to Order & number of voting members present:
2. Previous Topics and Approval of September 19, 2023, Meeting Minutes:
3. Invoices and Commitments for Approval:
 1. DWMP invoice #013, for the month of September, in the amount of \$15,000.00
 2. LPA|A Amendment No.005, in the amount of \$14,190.00
 3. Budget Revision Request No.003, Request for Approval
4. Mechanical Systems Discussion and Vote
5. Construction Management @ Risk Subcommittee Selection
6. OIG Application Submission Permission
7. Construction Management @ Risk RFQ Draft Discussion
- 8. Other Topics not Reasonably Anticipated 48 hours prior to the Meeting.**
- 9. Public Comment**
10. Next Meetings
11. Adjourn:

1. Call to Order & number of voting members present:
2. Previous Topics and Approval of September 19, 2023, Meeting Minutes:
3. Invoices and Commitments for Approval:
 1. DWMP invoice #013, for the month of September, in the amount of \$15,000.00
 2. LPA|A Amendment No.005, in the amount of \$14,190.00
 3. Budget Revision Request No.003, Request for Approval
4. Mechanical Systems Discussion and Vote
5. Construction Management @ Risk Subcommittee Selection
6. OIG Application Submission Permission
7. Construction Management @ Risk RFQ Draft Discussion
8. Other Topics not Reasonably Anticipated 48 hours prior to the Meeting.
- 9. Public Comment**
10. Next Meetings
11. Adjourn:

1. Call to Order & number of voting members present:
2. Previous Topics and Approval of September 19, 2023, Meeting Minutes:
3. Invoices and Commitments for Approval:
 1. DWMP invoice #013, for the month of September, in the amount of \$15,000.00
 2. LPA|A Amendment No.005, in the amount of \$14,190.00
 3. Budget Revision Request No.003, Request for Approval
4. Mechanical Systems Discussion and Vote
5. Construction Management @ Risk Subcommittee Selection
6. OIG Application Submission Permission
7. Construction Management @ Risk RFQ Draft Discussion
8. Other Topics not Reasonably Anticipated 48 hours prior to the Meeting.
9. Public Comment
- 10. Next Meetings**
11. Adjourn:

Next Meetings:

- October 17, 2023 - SBC/PBC In-person Meeting: Massing and Materials - Scheduled
- November 14, 2023 – SBC/PBC Zoom/In-person* Meeting: Building Controls
- December 19, 2023- SBC/PBC Zoom/In-person* Meeting: FF&E and Proprietary Items
- January 09, 2024 – SBC/PBC Zoom/In-person* Meeting: Typical Classroom and Updated SD
- February 20, 2024 – PBC Vote on Schematic Design Submission
- April 24, 2024 - MSBA Board of Directors Meeting: Project Scope and Budget Approval

*** Need to confirm if meetings will take place in-person or via Zoom**

1. Call to Order & number of voting members present:
2. Previous Topics and Approval of September 19, 2023, Meeting Minutes:
3. Invoices and Commitments for Approval:
 1. DWMP invoice #013, for the month of September, in the amount of \$15,000.00
 2. LPA|A Amendment No.005, in the amount of \$14,190.00
 3. Budget Revision Request No.003, Request for Approval
4. Mechanical Systems Discussion and Vote
5. Construction Management @ Risk Subcommittee Selection
6. OIG Application Submission Permission
7. Construction Management @ Risk RFQ Draft Discussion
8. Other Topics not Reasonably Anticipated 48 hours prior to the Meeting.
9. Public Comment
10. Next Meetings
- 11. Adjourn:**

Permanent Building Committee Adjourn

“Motion to Adjourn by _____, 2nd by
_____”

PBC Roll Call Vote:

- Brian Delorey
- Chris Magliozzi
- Steven Meyer
- Michael Moran
- Timothy O’Toole
- Michael Ward
- Chris McGown



Thank you!