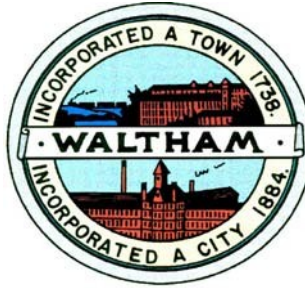


The City of Waltham



**Invites
Interested Parties
to respond with the best proposal
for the service herewith described:**

OWNER'S PROJECT MANAGEMENT (OPM) SERVICES

Response due: 10:00 AM Friday November 20, 2015

Voluntary Briefing will be held: 2:30 PM Thursday November 12, 2015

(Meet at the Waltham High School, 617 Lexington Street, Waltham, MA 02452)

Last day for written questions: 12 Noon Friday November 13, 2015.

(to jpedulla@city.waltham.ma.us)

See other important dates on page 7 of 22 of this document

REQUEST FOR OWNER’S PROJECT MANAGEMENT SERVICES (RFS)

1. Introduction

The *City of Waltham* (“Owner”) is seeking the services of a qualified “Owner’s Project Manager” as defined in Massachusetts General Laws Chapter 149, Section 44A½ and as further defined by the provisions of this RFS, to provide Project Management Services for the design, construction, addition to and /or renovation of the *Waltham High School* in **Waltham**, Massachusetts (“Project”).

The Owner is requesting the services of an Owner’s Project Manager to represent the Owner during the feasibility study and schematic design phases of the project initially. Subject to the approval of the Project by the Massachusetts School Building Authority (the “MSBA”) and further subject to continued funding authorized by the City, the contract between the Owner and the Owner’s Project Manager may be amended to include continued Project Management Services through design development, construction documents, bid and award, construction and final closeout of the potential Project. A potential approved Project may include a renovation of the existing School, a renovation and addition of the existing School and/or new construction. The estimated total project costs of an approved potential Project may range from ***\$125 million to \$150 million*** dollars depending upon the solution that is agreed upon by the Owner and the MSBA and that is ultimately approved by a vote of the MSBA.

2. Background

Waltham is a city in Middlesex County and was an early center for the labor movement as well as a major contributor to the American Industrial Revolution. The original home of the Boston Manufacturing Company, the city was a prototype for 19th century industrial city planning, spawning what became known as the Waltham-Lowell system of labor and production. The city is now a center for research and higher education, home to Brandeis University, Bentley University and the Digital Center for the Arts of Boston University. The population was 60,636 at the most recent census in 2010. Waltham is governed by a Mayor and a City Council. The current Mayor is Jeannette A. McCarthy. There are 15 members of the City Council, each elected to two-year terms in non-partisan elections. The Waltham Public Schools system includes six K-5 elementary schools (FitzGerald, MacArthur, Northeast, Plympton, Stanley, Whittemore), two 6-8 middle schools (McDevitt, Kennedy), and one 9-12 comprehensive high school (Waltham High School). The Waltham School Committee is a six-member board who each serve a four year term. Elections are held for three of the members every two years.

The Waltham School Building Committee (SBC) was formed by Mayor McCarthy in April, 2015 and revised in July, 2015 after Waltham was voted into the eligibility period for a high school building project. A website has been created to communicate the school building process with all stakeholders and can be viewed [here](https://sites.google.com/a/walthampublicschools.org/high-school-building-project/home). (<https://sites.google.com/a/walthampublicschools.org/high-school-building-project/home>).

The role of the Waltham School Building Committee includes:

- Disseminating information about the Waltham High School building project to the community
- Providing necessary information to the Massachusetts School Building Authority (MSBA) through all phases of the project
- Making thoughtful project design decisions on a new or renovated Waltham High School

The role of the City of Waltham Designer Selection Committee (DSC), referenced later in this document, is to review proposals from OPM candidates, interview and make recommendations to the Mayor and the Waltham School Committee. Some members of the SBC also sit on the DSC to ensure continuity.

Waltham High School was built in 1968 on 43.3 acres of property. The acreage available appears to give owners/designers multiple options to correct shortfalls of appropriate education space. It was not built as a comprehensive high school. There was a separate vocational high school which functioned well into the 1990's. That building was demolished and the programs were moved to Waltham High School. In 1998 the automotive technology shop was built directly behind the high school to meet educational needs. In 2002 a fine arts addition was constructed and in 2004, two full fields of new style artificial turf were installed, all to meet educational needs. The high school roof was replaced in the fall 2011 during construction of multiple solar panels on all school roofs, as part of a city-wide "Green Project". The high school has recently been approved by the MA Dept of Education for a tenth CTE program, Culinary Arts. The total square footage of the building is approximately 450,000 square feet. In September, as a result of analysis on the base enrollment projection, the MSBA recommended a design enrollment of 1830 students for Waltham High School.

3. Project Description, Objectives and Scope of Services

On or about *April 1, 2014*, the Owner submitted a Statement of Interest (Attachment A) to the MSBA for the *Waltham High School*. The MSBA is an independent public authority that administers and funds a program for grants to eligible cities, towns, and regional school districts for school construction and renovation projects. The MSBA's grant program is discretionary, and no city, town, or regional school district has any entitlement to any funds from the MSBA. At the *September 30, 2015* Board of Directors meeting, the MSBA voted to issue an invitation to the Owner to conduct a feasibility study for this Statement of Interest to identify and study possible solutions and, through a collaborative process with the MSBA, reach a mutually-agreed upon solution. The MSBA has not approved a Project and the results of this feasibility study may or may not result in an approved Project.

It is anticipated that the feasibility study will review the problems identified in the Statement of Interest at the Waltham High School.

Site Information: Waltham High School is located at 617 Lexington Street in North Waltham. It is surrounded by residential neighborhoods, as well as the Kennedy Middle School and Lexington Street. It includes an auditorium addition, vocations suites and three levels of academic space.

Building History: The Waltham High School and the Waltham Vocational High School were originally on the same campus located on School, Summer and Church Streets. Due to space needs, a new high school was constructed on Lexington Street and opened in 1969. In the 1990's, the old Vocational High School was torn down to make way for a new middle school and the vocational programs were moved to Waltham High School. In 1998, to meet educational needs, an auto technical shop/building was constructed next to the Waltham High School. (see SOI, Page 7, Attach. A).

Building Condition and Problems: There are various needs: modern security measures (entrances and exits, interior and exterior doors and windows); handicap accessibility to meet the current regulations and asbestos abatement (the ceilings were sprayed with asbestos as a fire retardant). With regard to energy efficiencies, all the mechanicals need to be replaced, with the exception of a new chiller, purchased for a portion of the air conditioning needs, and the roof which was recently replaced. The building is fueled by natural gas. (see SOI Priority 5 pages 22-25; SOI pages 7-17). The original mechanical and electrical systems are dated to 1968. No major upgrades have been undertaken in the electrical, plumbing, and mechanical systems. Maintenance has been completed as needed. Presently there are 5 Aerco condensing boilers (1999) which supply hot water to heat the hydroid heating system and the domestic hot water tank. The heating system consists of two (2) main circulators located in the boiler room and eight (8) secondary circulators throughout the building. The building is equipped with fourteen (14) air handling units which introduce outside air and which are critical to providing fresh air and appropriate climate within the facility. Each classroom is pneumatically controlled by a thermostat located in each space. Due to the age of the pneumatic system, moisture and leakage prohibits the efficiency of the heating system as well as inaccurate classroom temperatures. Ancillary equipment throughout is antiquated and in need of replacement. Unit ventilators should be changed to fan coil units with associated roof top units controlled by DDC. The pneumatic valves throughout the building are in need of replacement.

The center block air conditioning system consists of an air cooled chiller and two air handlers. The chiller failed in the spring of 2012 and was replaced in the spring/summer of 2013. The television studio needs to have suitable air conditioning installed to appropriately cool recently installed electronic equipment. The chimney lining is in need of repair.

The electrical service has three electrical services each sized at 2000 amperes, 208/120 volt 3 phase 4 wire. The service entrance equipment is made up of three switchboard enclosures with a 2000 ampere main circuit breaker in each enclosure. All three switchboards have two distribution sections. There is no surge protection on the existing electric service which puts all newer technology at risk. There is a 150KW emergency generator located at the high school. The emergency transfer switches are in need of modernization due to ongoing maintenance concerns. Typical classrooms have two 120 volt duplex receptacles. This is inadequate for today's educational needs. In 2003 the fire alarm system was replaced in its entirety (see also SOI Page 2 Paragraph C - Program Restrains).

Problems Summary:

- In 1999 the boilers were replaced with five AERCO condensing boilers. To date, two have failed (heat exchangers). Heating issues continue because of the inadequacy of the system. Energy efficiency is a major concern since it is impossible to regulate heat and the system cannot reach to the extremities of the building, resulting in many rooms being too cold to use.
- The HVAC system is antiquated and there are no direct digital controls (presently pneumatic). All ancillary pumps and controls need to be updated because of the age of the facility. The unit and its controls are inefficient and cannot maintain temperature appropriately.
- The building does not have demand control ventilation for larger spaces such as the auditorium or the gym.
- The main electrical systems should be infrared scanned for potential issues. The motor controllers are antiquated and need to be replaced.
- It is difficult to maintain consistent temperatures within educational spaces. The inability to provide consistent environmental comfort to students and staff affects the ability to fully utilize the existing program.

- Windows appear to be single pane, which are inadequate to keep heat in the classroom, and should be changed to a double thermo-pane window.
- Door hardware does not meet federal and state accessibility requirements and are in need of replacing.

Enrollment (as of Sept. 30, 2015):

SCHOOL	KNDG	GRADE 1	GRADE 2	GRADE 3	GRADE 4	GRADE 5	TOTAL
FITZGERALD	83	96	94	95	81	89	538
MACARTHUR	72	68	63	56	53	55	367
NORTHEAST	85	78	64	58	65	58	408
PLYMPTON	78	73	79	66	73	65	434
STANLEY	99	72	76	86	82	60	475
WHITTEMORE	76	64	82	79	65	54	420
	493	451	458	440	419	381	2642
	Grade 6	Grade 7	Grade 8				
KENNEDY MIDDLE	156	180	177	513			
McDEVITT MIDDLE	197	198	196	591			TOTAL
							1104
	Grade 9	Grade 10	Grade 11	Grade 12			TOTAL
WALTHAM HIGH	370	400	383	325	7		1485
						Total K-12	5231
						Pre-K	177
						Pre-K-12	5408

Waltham High School is a comprehensive high school with a wide range of educational programs (See attached Program of Studies). We are unable to offer several programs because of limitations of the building (Cosmetology, Allied Health, Plumbing and Protective Services). Other programs are in spaces that are not considered adequate (Carpentry and Cabinetmaking, Electrical, Child Care, Culinary Arts and Graphic Communications). Several special education program enhancements are challenging to implement because of facility constraints and include the CORE/Life Skills Program, the TASC Program, and the ABLE Program. Computer labs are not adequate. Locker room areas do not meet the demands of our current extracurricular programs.

Project Objectives under consideration by the Owner include:

- As part of the OPM services and the feasibility study, the following shall be considered:
 - Evaluation of a renovation of the existing school.
 - Evaluation of a renovation of and addition to the existing school.
 - Evaluation of the construction of a new facility.
- Identification of community concerns that may impact location and/or design considerations;
- Life cycle costs of operating the School as it relates to future operational budgets;
- US Green Building Council’s LEED for Schools or North East Collaborative for High Performance Schools Rating System.
- CM-at-Risk (Delivery Method) is being considered for this project.

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

- | | |
|---|--|
| 1. Feasibility Study/Schematic Design Phase; | 9-12 months |
| 2. Design Development/Construction Documents/Bidding Phase; and | 16-24 months |
| 3. Construction Phase. | 18-24 months for new Construction
24-36 months for Renovation |

4. Minimum Requirements and Evaluation Criteria:

Minimum Requirements:

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

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

- a) The Project Director shall be a person who is registered by the Commonwealth of Massachusetts as an architect or professional engineer and who has at least 5 years’ experience in the construction and supervision of construction and design of public buildings:
or
- b) if not registered as an architect or professional engineer, the Project Director must be a person who has at least 7 years’ experience in the construction and supervision of construction and design of public buildings.

Evaluation Criteria

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

Relevant Experience:

- 1) Past performance of the Respondent, if any, with regard to public, private, DOE funded and MSBA-funded school projects across the Commonwealth, as evidenced by :
 - a) Documented performance on previous projects as set forth in Attachment C, including the number of projects managed, project dollar value, number and percentage completed on time, number and dollar value of change orders, average number of projects per project manager per year, number of accidents and safety violations, dollar value of any safety fines, and number and outcome of any legal actions;
 - b) Satisfactory working relationship with designers, contractors, Owner, the MSBA and local officials.

Knowledge of Codes, Procurement and Sustainability:

- 2) Thorough knowledge of the Massachusetts State Building Code, regulations related to the Americans with Disabilities Act, and all other pertinent codes and regulations related to successful completion of the project.
- 3) Thorough knowledge of Commonwealth construction procurement laws, regulations, policies and procedures, as amended by the 2004 Construction Reform laws. As noted previously, the City is considering CM-at-Risk and as such, knowledge and experience with that process is preferred.
- 4) Familiarity with US Green Building Council's LEED for Schools or North East Collaborative for High Performance Schools Rating System. Demonstrated experience working on high performance green buildings (if any), green building rating system used (e.g., NE-CHPS or LEED-S), life cycle cost analysis and recommendations to Owners about building materials, finishes etc., ability to assist in grant applications for funding and track Owner documentation for LEED-S or NE-CHPS prerequisites.
- 5) Thorough knowledge and demonstrated experience with life cycle cost analysis, cost estimating and value engineering with actual examples of recommendations and associated benefits to Owners.
- 6) Knowledge of the purpose and practices of the services of Building Commissioning Consultants.

Project Understanding and Approach:

- 7) Management approach: Describe the Respondent’s approach to providing the level and nature of services required as evidenced by proposed project staffing for a potential (hypothetical) proposed project for new construction of 450,000 square feet or renovation of 450,000 square feet; proposed project management systems; effective information management; and examples of problem solving approaches to resolving issues that impact time and cost.

Project Team / Commitments / Availability

- 8) Key personnel: Provide an organizational chart that shows the interrelationship of key personnel to be provided by the Respondent for this project and that identifies the individuals and associated firms (if any) who will fill the roles of Project Director, Project Representative and any other key roles identified by the Respondent, including but not limited to roles in design review, estimating, cost and schedule control. Specifically, describe the time commitment, experience and references for these key personnel including relevant experience in the supervision of construction of several projects that have been either successfully completed or in process that are similar in type, size, dollar value and complexity to the project being considered.

Firm Qualifications / Capacity:

- 9) Capacity and skills: Identify existing employees by number and area of expertise (e.g. field supervision, cost estimating, schedule analysis, value engineering, constructability review, quality control and safety). Identify any services to be provided by Sub consultants.
- 10) Identify the Respondent’s current and projected workload for projects estimated to cost in excess of \$1.5 million.
- 11) Financial Stability: Provide current balance sheet and income statement as evidence of the Respondent’s financial stability and capacity to support the proposed contract.
- 12) Quality of work and level of performance. The Owner will seek evidence of practicality, creativity, attention to detail and follow through, as well as professional competence.
- 13) Ability to schedule, undertake and complete responsibilities in a timely manner.

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

Based upon the responses to the above Evaluation Criteria, the Owner will rank the Respondents in each of the above categories and will weight them as follows:

Relevant Experience:	20%
Knowledge of Codes, Procurement and Sustainability:	15%
Project Understanding and Approach:	30%
Project Team Commitments / Availability:	20%
Firm Qualifications / Capacity:	15%
<hr/>	
Total:	100%

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

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

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

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

5. Selection Process and Selection Schedule

Process:

1. The City of Waltham (the Owner) acting through the School Building Committee (SBC) and Designer Selection Committee (DSC-see page 1) will perform a review of all responses. A combined committee made up of the DSC and three members of the SBC (high school principal, director of facilities and community representative shall proceed as follows:
 - a. The committee will be responsible for reviewing each Respondent's proposal to determine if they have met the minimum criteria established in the RFS. Respondents who do not meet the minimum criteria will not be considered beyond this point.
 - b. The committee will review the Respondents' applications and check references.
2. The committee members will score each proposal that has met the minimum criteria based on the weighted evaluation criteria identified in Section 4 of the RFS.
3. Based on the initial scores the committee will rank the Respondents and short-list a minimum of three (3) Respondents.
4. The committee will schedule interviews with the short-listed Respondents. Each short-listed Respondent will be given an opportunity to make a brief presentation on their experience and capabilities to successfully provide the required project management services. DSC members will have an opportunity to discuss the responses and ask questions.
5. Following the interviews the committee members will develop final rankings based, in part on, the weighted Evaluation Criteria in the RFS and on additional information obtained during the interviews. References will be checked November 30 – December 2, 2015.
6. The committee will transmit a list of the top three ranked finalists. The submitted list shall be accompanied by a written summary of the reviews and rankings on or about December 4, 2015.
7. The Owner, through the Purchasing, Community Representative and School Departments will commence fee negotiations with the first-ranked Respondent. Negotiations will be conducted by the DSC, as the representative of the SBC and the Owner. The first ranked professional will initially relay the requested fee. The DSC will look and engage the initial fee statement

against the budgeted amount. If the gap between the requested fee and the budgeted amount is too wide, a negotiation session will take place to try and come to an agreed upon conclusion. A recording secretary will take notes.

8. If the Owner is unable to negotiate a contract with the first-ranked selection, the Owner will then commence negotiations with its second-ranked selection and so on, until a contract is successfully negotiated and approved by the Owner. If fee negotiations with the three highest ranked respondents fail, the Mayor may request three (3) additional recommendations from the Design Selection Committee for her to review and/or the City may re-advertise the RFS.
9. First-ranked selection will be submitted to the MSBA for its approval.
10. The first-ranked selection may be asked to participate in a presentation to the MSBA and/or submit additional documentation, as required by MSBA, as part of the MSBA approval process.
11. The Owner may re-advertise the RFS if less than three responses are received.

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

<u>November 4, 2015</u>	<u>RFS appears in Central Register of the Commonwealth of Massachusetts, City Web Site, and The Waltham News Tribune</u>
<u>November 12, 2015</u>	<u>Voluntary informational meeting and site visit – 2:30 p.m. Waltham High School, 617 Lexington Street, Waltham, 02452</u>
<u>November 13, 2015</u>	<u>Last day for written questions from Respondents</u>
<u>November 20, 2015</u>	<u>Responses due</u>
<u>November 25, 2015</u>	<u>Responses short-listed</u>
<u>December 2-3, 2015</u>	<u>Interview short-listed respondents</u>
<u>December 4-9, 2015</u>	<u>Negotiate with selected Respondent</u>
<u>December 14, 2015</u>	<u>Final selection submitted to the Waltham SBC for review and approval</u>
<u>December 16, 2015</u>	<u>Final selection submitted to the Waltham School Committee for approval</u>
<u>December 16, 2015</u>	<u>Final selection submitted to MSBA</u>
<u>January 11, 2016</u>	<u>MSBA OPM Review Panel Meeting</u>
<u>January 20, 2016</u>	<u>On or about this date execute contract</u>

Requests for Services may be obtained on or after 4:00 PM November 4, 2015 via e-mail request only to:

Joseph Pedulla, Chief Procurement
Officer Jpedulla@city.waltham.ma.us

or

by visiting the City of Waltham Web Site at
www.city.waltham.ma.us/open-bids

Any questions concerning this Request for Services must be submitted in writing to the Chief Procurement Officer as indicated above, by the close of business on November 13, 2015.

Sealed Responses to the Requests for Services for Owner's Project Manager Services must be clearly labeled "Owner's Project Management Services for Waltham High School" and **delivered to Joseph Pedulla, Chief Procurement Officer, Purchasing Department, Waltham City Hall, 610 Main Street, Waltham, MA 02452 no later than 10:00 AM on November 20, 2015**. The sealed responses must include **fifteen (15) hard copies and a CD of the response**. All responses received after the stated submittal date and time will be judged to be unacceptable and will be returned unopened to the sender.

6. Requirements for content of response:

Submit fifteen hard copies of the response to this Request for Services and one electronic version in PDF format on CD. All responses shall be:

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

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

7. Payment Schedule and Fee Explanation:

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

8. Other Provisions

A. Public Record

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

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

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

C. Communications with the Owner

The Owner's Procurement Officer for this Request for Services is:

Joseph Pedulla, Chief Procurement Officer
Purchasing Department
Waltham City Hall
610 Main Street
Waltham, MA 02452
781-314-3244
Jpedulla@city.waltham.ma.us

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

FAILURE TO OBSERVE THIS RULE MAY BE GROUNDS FOR DISQUALIFICATION.

D. Costs

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

E. Withdrawn/Irrevocability of Responses

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

F. Rejection of Responses, Modification of RFS

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

G. Subcontracting and Joint Ventures

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

H. Validity of Response

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

FURTHER INFORMATION

ATTACHMENTS:

- Attachment A: Statement of Interest
- Attachment B: Contract for Owner's Project Management Services
- Attachment C: OPM Application Form - May 2008
- Attachment D: Required Certifications

ATTACHMENT A
STATEMENT OF INTEREST

CITY OF WALTHAM SCHOOL DEPARTMENT
EXECUTIVE SUMMARY
FOR
STATEMENT OF INTEREST (SOI) FOR WALTHAM HIGH SCHOOL

I. SOI Application

The Waltham School Department, Mayor and City Council are submitting an SOI for Waltham High School, 617 Lexington Street, Waltham, MA. The City has only one high school, and it is a comprehensive high school.

II. Prior SOI Applications

SOI applications for Waltham High School were submitted to the MSBA on the following dates:

December 4, 2008	January 26, 2011
November 12, 2009	January 12, 2012
October 21, 2010	April 1, 2013

III. Need for MSBA Funding

A. Loss of Accreditation

- a. Technology
- b. Science Labs
- c. Handicap Accessibility

The New England Association of Schools and Colleges, Inc. (NEASC) has identified technology, updated science labs and handicap accessibility, and later (student privacy and treatment of health services) as physical issues to be addressed. (See attached correspondences from NEASC and Waltham School Department's responses) (See also SOI Priority 3 – pages 9 and 11-17)

The most recent communication from NEASC indicated that it was pleased to learn of the submission of a revised SOI to MSBA seeking support to construct a new high school facility. The next visitation will be in calendar year 2016. Therefore, it is important that the funding process be determined so that the design and construction work can commence.

B. Facility Constraints

- a. Modern Security Measures
- b. Handicap accessibility
- c. Asbestos abatement
- d. Enrollment
- e. Energy efficiency/mechanicals

The Waltham High School and the Waltham Vocational High School were originally on the same campus located on School, Summer and Church Streets.

Due to space needs, a new high school was constructed on Lexington Street and opened in 1969. In the 1990's, the old Vocational High School was torn down to make way for a new middle school, and the vocational programs were moved to Waltham High School. In 1998, to meet educational needs, an auto technical shop/building was constructed next to the Waltham High School on Lexington Street which was also adjacent to the internal technical programs offered at the High School.

With every visit by the MSBA team (consisting of technical and program experts), the team noted that the building's design was excellent with natural light in the corridors and that the building itself was sound.

However, there are various needs: modern security measures (entrances and exits, interior and exterior doors and windows); handicap accessibility to meet the current regulations and asbestos abatement (the ceilings were sprayed with asbestos as a fire retardant). For energy efficiencies, all the mechanicals need to be replaced with the exception of a new chiller for a portion of the air conditioning needs, and a roof which were recently replaced. The building is fueled by natural gas. (See SOI Priority 5 pages 22-25; SOI pages 7-17)

Enrollment at the elementary and middle schools is increasing. As such, the School Department data anticipates a corresponding increase in enrollment at the high school in years to come. (See SOI Priority 4 pages 18-21)

C. Program Restraints

a. Current Chapter 74 Programs

The High School's carpentry and cabinet making, electrical, child care and graphic communications programs need upgrades. Several Special Ed programs and amenities thereto cannot be implemented because of physical constraints. Additionally, Special Ed programs require smaller classrooms and more space per state regulation. (See SOI Priority 7 pages 26-28; and SOI pages 9, 11-25)

b. Proposed Chapter 74 Programs

The City of Waltham and Waltham School Department have appropriated \$201,632 for cosmetology, and \$180K for culinary arts, but is unable to offer them due to space limitations. The Superintendent recommended against utilizing a portion of the current space for said programs without a comprehensive look as to where they should be located within the high school facility. This comprehensive process would occur with an SOI application. (See SOI page 9 and 11-17, 18-28)

IV. Proactive Steps

The City of Waltham appropriated \$150,000 to do a feasibility study at the High School. The City hired Symmes Maini & McKee Associates (SMMA). Said firm has experience with MSBA.

SMMA is evaluating enrollment issues at the 6 elementary, 2 middle and high school as well as providing technical support for the High School's SOI issues. Said architect will be available to the MSBA team when any visitation occurs.

V. Minuteman High School

Waltham High School is not and has never been a member of Minuteman High School, Lexington, MA.

Based upon City of Waltham students' interest, Waltham School Department desires to expand its on-site Chapter 74 programs. Specifically, based on the attached data from Minuteman, the School Department wishes to offer cosmetology and plumbing. Further, attached data indicates students who originally opted for Minuteman often return to Waltham High School.

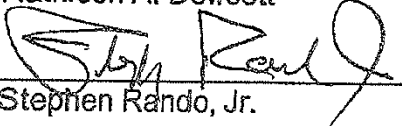
Waltham School Committee:



John B. Graceffa, Vice Chairperson



Kathleen A. Dowcett



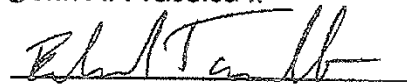
Stephen Rando, Jr.



Margaret M. Donnelly



John A. Frassica II



Edmund Tarallo



Jeannette A. McCarthy, Mayor and Chairperson

Massachusetts School Building Authority

School District Waltham

District Contact Susan Nicholson TEL: (781) 314-5405

Name of School Waltham Sr High

Submission Date 3/31/2014

SOI CERTIFICATION

To be eligible to submit a Statement of Interest (SOI), a district must certify the following:

- The district hereby acknowledges and agrees that this SOI is NOT an application for funding and that submission of this SOI in no way commits the MSBA to accept an application, approve an application, provide a grant or any other type of funding, or places any other obligation on the MSBA.
- The district hereby acknowledges that no district shall have any entitlement to funds from the MSBA, pursuant to M.G.L. c. 70B or the provisions of 963 CMR 2.00.
- The district hereby acknowledges that the provisions of 963 CMR 2.00 shall apply to the district and all projects for which the district is seeking and/or receiving funds for any portion of a municipally-owned or regionally-owned school facility from the MSBA pursuant to M.G.L. c. 70B.
- The district hereby acknowledges that this SOI is for one existing municipally-owned or regionally-owned public school facility in the district that is currently used or will be used to educate public PreK-12 students and that the facility for which the SOI is being submitted does not serve a solely early childhood or Pre-K student population.
- After the district completes and submits this SOI electronically, the district must sign the required certifications and submit one signed original hard copy of the SOI to the MSBA, with all of the required documentation described under the "Vote" tab, on or before the deadline.
- The district will schedule and hold a meeting at which the School Committee will vote, using the specific language contained in the "Vote" tab, to authorize the submission of this SOI. This is required for cities, towns, and regional school districts.
- Prior to the submission of the hard copy of the SOI, the district will schedule and hold a meeting at which the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body will vote, using the specific language contained in the "Vote" tab, to authorize the submission of this SOI. This is not required for regional school districts.
- On or before the SOI deadline, the district will submit the minutes of the meeting at which the School Committee votes to authorize the Superintendent to submit this SOI. The District will use the MSBA's vote template and the vote will specifically reference the school and the priorities for which the SOI is being submitted. The minutes will be signed by the School Committee Chair. This is required for cities, towns, and regional school districts.
- The district has arranged with the City/Town Clerk to certify the vote of the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body to authorize the Superintendent to submit this SOI. The district will use the MSBA's vote template and submit the full text of this vote, which will specifically reference the school and the priorities for which the SOI is being submitted, to the MSBA on or before the SOI deadline. This is not required for regional school districts.
- The district hereby acknowledges that this SOI submission will not be complete until the MSBA has received all of the required vote documentation and certification signatures in a format acceptable to the MSBA.

Chief Executive Officer * Jeannette A. McCarthy
School Committee Chair Jeannette A. McCarthy
Superintendent of Schools Susan M. Nicholson

Mayor

Jeannette A. McCarthy Jeannette A. McCarthy Susan M. Nicholson
(signature) (signature) (signature)
Date 4-1-14 Date 4-1-14 Date 4-1-2014

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

Massachusetts School Building Authority

School District Waltham

District Contact Susan Nicholson TEL: (781) 314-5405

Name of School Waltham Sr High

Submission Date 3/31/2014

Note

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

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

SOI Vote Requirement

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

Potential Project Scope: Renovation/ Addition

Is this SOI the District Priority SOI? YES

School name of the District Priority SOI: 2014 Waltham Sr High

Is this part of a larger facilities plan? NO

If "YES", please provide the following:

Facilities Plan Date:

Planning Firm:

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

Please provide the current student to teacher ratios at the school facility that is the subject of this SOI: 20 students per teacher

Please provide the originally planned student to teacher ratios at the school facility that is the subject of this SOI: 30 students per teacher

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

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

Dr. Susan M. Nicholson, Superintendent, has provided a four year, 2012-2015, District Improvement Plan. The Superintendent has also created a five year Capital Improvement Plan, FY15-FY19 for all the facilities in the district.

Is there overcrowding at the school facility? NO

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

Has the district had any recent teacher layoffs or reductions? NO

If "YES", how many teaching positions were affected? 0

At which schools in the district?

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

Has the district had any recent staff layoffs or reductions? NO

If "YES", how many staff positions were affected? 0

At which schools in the district?

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

Please provide a description of the program modifications as a consequence of these teacher and/or staff reductions, including the impact on district class sizes and curriculum.

N/A

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

The budget approval process includes again this year a request for additional positions. In this school year, 2013-2014, the district added 17.45 new positions. This year, there is a proposed request dated February 5, 2014 of 23 additional positions. The budget approval process will continue through April when the final vote is expected.

General Description

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

The High School was built in 1968 on 43.3 acres of property. The acreage available appears to give owners/designers multiple options to correct shortfalls of appropriate education space. It was not built as a comprehensive high school. There was a separate vocational high school which functioned well into the 1990's. This building was demolished in the late 1990's and the programs were moved to Waltham High School. Waltham High School has never been a member of Minuteman High School.

In 1998 the auto tech shop was built directly behind the high school to meet educational needs. In 2002, a Fine Arts addition was constructed to meet educational needs. In 2004, two full fields of new style artificial turf were installed to meet educational needs. The high school roof was replaced in October-November 2011 during the construction of multiple solar panels on all school roofs as part of a city-wide "Green Project." The acreage available appears to give owners/designers multiple options to correct shortfalls of appropriate educational space.

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

449700

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

There are no known existing conditions that would impact a potential project at this site.

The above mentioned square footage includes a renovated Fine Arts Center and a separate auto repair/collision annex at the rear of the existing building.

ADDRESS OF FACILITY: Please type address, including number, street name and city/town, if available, or describe the location of the site. (Maximum of 300 characters)

617 Lexington Street, Waltham, MA 02452

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

Constructed in 1968, Waltham High School is a three and four story steel frame structure with brick and C.M.U. non bearing interior walls. 95 % of the roofs were replaced during the period of October 2011 to November 2011 including insulation with .72 mil PVC (Samifil) material. Roof drains were replaced during this time. Exterior walls are brick veneer and pre-cast concrete. Windows for the most part are aluminum framed, single pane glass; a majority of these units need to be replaced. The window walls cause major heat loss, replacement will create a "green envelope" for the facility. The building is not completely A.D.A. compliant and is in need of addressing this issue. A majority of the exterior doors are in need of replacement as well as a quantity of interior doors. The building was well-constructed and well-maintained, but as noted, infrastructure systems are dated and produce inefficiencies.

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

Year of Last Major Repair or Replacement: 1968

Description of Last Major Repair or Replacement:

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

Year of Last Major Repair or Replacement: 2011

Type Of ROOF: PVC .72 mil (Sarnafil)

Description of Last Major Repair or Replacement:

Replaced existing roof in November 2011 including roof drains and new insulation.

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

Year of Last Major Repair or Replacement: 2008

Type Of WINDOWS: Double Pane

Description of Last Major Repair or Replacement:

No major replacements were made. A few sections of single pane windows (4) were replaced with double pane insulated windows to resolve a heat issue at the back of the school. Heat issues, however, continue to be an ongoing problem.

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

The original mechanical and electrical systems are dated to 1968. No major upgrades have been undertaken in the electrical, plumbing, and mechanical systems. Maintenance has been completed as needed. Presently there are 5 Aerco condensing boilers (1999) which supply hot water to heat the hydroid heating system and the domestic hot water tank. The heating system consists of two (2) main circulators located in the boiler room and eight (8) secondary circulators throughout the building. The building is equipped with fourteen (14) air handling units which introduce outside air and which are critical to providing fresh air and appropriate climate within the facility. Each classroom is pneumatically controlled by a thermostat located in each space. Due to the age of the pneumatic system, moisture and leakage prohibits the efficiency of the heating system as well as inaccurate classroom temperatures. Ancillary equipment throughout is antiquated and in need of replacement. Unit ventilators should be changed to fan coil units with associated roof top units controlled by DDC. The pneumatic valves throughout the building are in need of replacement.

The center block air conditioning system consists of an air cooled chiller and two air handlers. The chiller failed in the spring of 2012 and was replaced in the spring/summer of 2013. The television studio needs to have suitable air conditioning installed to appropriately cool recently installed electronic equipment. The chimney lining is in need of repair.

The electrical service has three electrical services each sized at 2000 amperes, 208/120 volt 3 phase – 4 wire. The service entrance equipment is made up of three switchboard enclosures with a 2000 ampere main circuit breaker in each enclosure. All three switchboards have two distribution sections. There is no surge protection on the existing electric service which puts all newer technology at risk.

There is a 150KW emergency generator located at the high school. The emergency transfer switches are in need of modernization due to ongoing maintenance concerns.

Typical classrooms have two 120 volt duplex receptacles. This is inadequate for today's educational needs.

In 2003 the fire alarm system was replaced in its entirety.

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

Year of Last Major Repair or Replacement: 1999

Description of Last Major Repair or Replacement:

Replaced original American Standard boilers with 5 Aerco Benchmark 2.0 high efficiency condensing boilers. The 5 Aerco are not sufficient to heat the outer core of the school.

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

Year of Last Major Repair or Replacement: 0

Description of Last Major Repair or Replacement:

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

Year of Last Major Repair or Replacement: 0

Description of Last Major Repair or Replacement:

HEATING FUEL: Which of the heating fuel types below does your building primarily rely on for heating?

Natural Gas

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

Interior walls in classrooms, offices, gym and cafeteria are C.M.U. Some offices are gypsum wall board. Restrooms are ceramic tile. The corridor and stairwell flooring consists of vinyl asbestos tile and vinyl composition tile. The classroom flooring consists of vinyl asbestos tile. Bathrooms are seamless epoxy and some offices and the library consists of wall to wall carpeting. The ceilings throughout are 2' x 4' acoustical tile suspended grid type. Any renovation would need to include asbestos abatement in the ceilings. Asbestos remains a constant problem at Waltham High School. In the late 1960's asbestos was sprayed on beams throughout the building as a fire retardant. This poses several challenges when trying to run cable above the ceiling tiles to enhance the use of technology. The district has had to install raceways which has proven to be very costly. Plumbing issues also exist when leaks occur in areas with sprayed on asbestos. The district encounters challenges in reaching areas in need of repair without disturbing the asbestos.

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

Waltham High School is a comprehensive high school with a wide range of educational programs (See attached Program of Studies). We are unable to offer several programs because of limitations of the building (Cosmetology, Culinary Arts, and Allied Health, Plumbing and Protective Services). Other programs are in spaces that are not considered adequate (Carpentry and Cabinetmaking, Electrical, Child Care, Graphic Communications). Several special education program enhancement are challenging to implement because of facility constraints and include the CORE/Life Skills Program, the TASC Program, and the ABLE Program. Computer labs are not adequate. Locker room areas do not meet the demands of our current extracurricular programs.

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

Waltham High School was built in 1968 and there have been few updates. There are 125 classrooms ranging from 730-990 square feet. Science labs are 990 square feet and include both student seating and lab areas and were identified as outdated in the 2005 NEASC accreditation report. They have not been updated in any way since the building was completed in 1968. The media center facility exists as it did in 1968, except for some technology upgrades and were noted as inadequate in the most recent New England Association of Schools and Colleges' (NEASC) report.

CAPACITY and UTILIZATION: Please provide a detailed description of the current capacity and utilization of the school facility. If the school is overcrowded, please describe steps taken by the administration to address capacity issues. Please also describe in detail any spaces that have been converted from their intended use to be used as classroom space (maximum of 5000 characters).

Waltham High School's Commonwealth of Massachusetts certificate of inspection permit indicates that the lower level capacity is 160, first floor is 830, second floor is 830, and the third floor is 880. The current student enrollment is approximately 1380.

The need for office space has displaced a number of classrooms over the past several years. Three computer labs have taken over additional classroom space. An alternative program is utilizing five classrooms. Special Education programs require additional as well as smaller classrooms.

MAINTENANCE and CAPITAL REPAIR: Please provide a detailed description of the district's current maintenance practices, its capital repair program, and the maintenance program in place at the facility that is the

subject of this SOL. Please include specific examples of capital repair projects undertaken in the past, including any override or debt exclusion votes that were necessary (maximum of 5000 characters).

Maintenance:

The Waltham Public Schools Facilities Department has three divisions within the department, a custodial division, a maintenance division and the office of facilities management. The office of facilities management consists of a Director of Facilities and his secretary, a Preventive Maintenance Coordinator; a Life Safety, Compliance & Environmental Coordinator. The maintenance division provides maintenance for the school district and consists of the following positions; Two Working Maintenance Foremen, One foreman is a licensed H.V.A.C. Technician & a Licensed Master Electrician and supervises two Electricians, and a H.V.A.C. Technician. The other Working Foreman (Locksmith/Carpenter) supervises two Carpenters and two Painters.

The Department is using SchoolDude.com as a web based computerized maintenance management system to oversee and record maintenance work orders and preventive maintenance.

We have eight new schools on line with D.D.C. controls maintaining all of the heating, ventilation and air conditioning within these schools. Some buildings also maintain lighting systems. Waltham High School operates using old pneumatic controls which are outdated and difficult to maintain.

Within the High School there are 15 custodians working two shifts to maintain the upkeep of the building. They are supervised by a senior custodian who is responsible for requesting maintenance issues through the internet maintenance management system. The senior custodian assigns requests to the custodial staff made by the preventive maintenance coordinator. Higher level preventive maintenance will be performed by the maintenance staff. Attached for your review is our maintenance procedure.

Capital Repair Projects:

Within the last ten (10) years capital projects have been completed at Waltham High School.

In 1998, a newly constructed Automotive Shop for \$1,023,381 +/-

In 1999, we installed five gas fired Aerco Benchmark boilers (condensing heat exchangers) for the cost of \$286,000. The ancillary equipment (unit ventilators, Air handling units, Roof Top units, piping) is original to the building.

In 2001, an addition for a Fine Arts Center was built at a cost of \$1,677,821. In 2001-2002, student lockers were replaced throughout the building at a cost of over \$94,000. In 2002, the Fire Alarm system was replaced at a cost of \$490,000.

Two projects were bid within the past year. One was for the replacement of the core air conditioning/cooling system and the second one was for a mandated Title IX locker room upgrade. Both upgrades have been completed. Attached for your review is our 5 Year Capital Plan as well as the NEASC information.

Priority 3

Question 1: Please provide a detailed description of the "facility-related" issues that are threatening accreditation. Please include in this description details related to the program or facility resources (i.e. Media Center/Library, Science Rooms/Labs, general classroom space, etc.) whose condition or state directly threatens the facility's accreditation status.

Waltham High School is a comprehensive high school with both academic and Chapter 74 Career and Vocational Technical Programs. Waltham has provided its students with programs in Vocational training since 1892 and is committed to continuing and expanding those programs. Until the late 1990s Waltham maintained two separate schools: One for the traditional academic programs and one for Vocational Technical programs. At that time it was determined that the needs of our students were no longer being met under this model and that all students needed to be exposed to the highest quality academics as well as opportunities in Career and Vocational Education programs. It is important to note that Waltham is NOT a member of Minuteman High School and has never been a member.

A new automotive facility was built adjacent to Waltham High School at a cost of approximately \$1,000,000. All other Vocational Technical programs are housed in spaces that have been retrofitted for use by the current programs: In all cases the space was either classroom space or space created for Industrial Arts programs. Those space needs have to be addressed as well as the need to increase Vocational Technical offerings. In the early 1990's a decision was made to move all Central Offices to the High School building, taking classroom, guidance office, hallway, and faculty space away. Consideration has been given, but no final decision has been made, to move Central Office out of the high school. Waltham High School was built in 1968; it has been well-maintained and is on an excellent site. In order to meet current educational needs several issues must be addressed very soon. The high school needs to reclaim Central Office space as it plans for significantly increased enrollment and program needs (for example, Alternative High School model).

Science labs are outdated, operating under 1960's technology, lab space is inadequate, and does not meet square footage requirements. Chemical storage areas are obsolete and dangerous. Ventilation systems are constantly breaking down and therefore need constant maintenance. New England Association of Schools and Colleges requested and received an "update on our plans to address the shortcomings of the school science labs." Lab space that needs addressing includes 16 Science lab/classrooms and two other lab related areas that include a chemical storage room and lab preparation room.

New England Association of Schools and Colleges has informed us that the following areas need to be addressed in order to comply with the ADA and HP regulations for the state of Massachusetts: Television studio, Mini Gym, all 13 boys' lavatories and 13 girls' lavatories, six mens' lavatories, and six womens' lavatories, the Medical Suite for Health services, ten entrances/exits, and approximately 150 rooms and offices (door hardware and accessibility). Non-compliance limits accessibility for students with limited mobility issues. NEASC has informed us that several Vocational labs, including Child Care, Carpentry and Cabinetmaking, Graphic Communications, and Electrical are not adequate for those programs and required a plan to address those needs by 2010 (the district has mitigated the problems by doing incremental repairs and make shift adjustments to spaces as it can, but not in any holistic approach due to the order of magnitude of such an undertaking). These programs currently enroll over 218 students in grades 10-12 and another 162 freshmen in the grade 9 exploratory program. It is important to note that this number will increase by expanded and enhanced offerings in concert with projections of significant increases in the high school enrollment.

In the NEASC report, we have been asked to address the issues of non-compliant handicapped accessibility. We have addressed this by adding two accessible lavatories for girls; one accessible lavatory for boys; one accessibility ramp at the rear of the building. Our response on the remaining issues has been that they will be addressed through a feasibility study (for which local funding was appropriated) and through a Statement of Interest submittal to the Massachusetts School Building Authority. The vast majority of ADA and HP accessibility issues, including the Television studio, Mini Gym, 12 boys' lavatories and 11 girls' lavatories, six mens' lavatories, and six women's' lavatories, the Medical Suite for Health services, nine entrances/exits, and approximately 150 rooms and offices still need to be rectified.

Electronics and Electrical are not adequate for those programs and required a plan to address those needs by 2010 (the district

has mitigated the problems by doing incremental repairs and make shift adjustments to spaces as it can, but not in any holistic approach due to the order of magnitude of such an undertaking). For example, our Graphics Communications Program instructional space encompasses 1,388 square feet. Our Introduction to Graphics Class, with an enrollment of 18 students, results in 96 square feet per student's instructional space. MA Department of Elementary and Secondary Education (MA DESE) Chapter 74 guidelines identify total shop space at 2,250 square feet, with an area per student identified as 150 square feet. The Carpentry Shop's current ceiling height is 12 feet, DESE Chapter 74 guidelines recommend a minimum of 18 foot ceiling clearance height. Additionally, shop space falls short on meeting square footage requirements, with 2,725 square feet of instructional space as opposed to the DESE guidelines of 3,375 square feet. Electrical faces similar space inadequacies as they are confronted with 12 foot ceilings, with DESE recommendations being 18 feet. The square footage falls far short of these guidelines, as our current space is just over 2,000 square feet, with the minimum shop area identified by the state at 3,375. Electronic shop space is identified within DESE Chapter 74 guidelines as needing minimum square footage of 2,200, our existing space is 1,040. The current instructional space in Child Care is 1,000 square feet, far short of the minimum guidelines of 1,500 square feet as delineated by DESE.

Our sixteen lab science classrooms are not equipped with the requirements of today's science labs including the lack of a shared prep room with fume hoods and standard equipment such as a refrigerator, dishwasher, and chemical storage cabinets. Current room layouts are limited and prevent the use of flexible table configurations and the use of perimeter lab utilities. Additionally, there are lab classrooms in which some of the sinks and gas jets are not operable impacting the teacher's ability to provide adequate opportunities for the authentic application of knowledge and skills to our students.

In addition to the limitations and problems noted, we have determined that there is a significant need for program enhancements and improvements that focus on alternative programming for our students in Special Education as well as for students who are not making effective progress and are likely to drop out of school. Current space used for the previously mentioned programs limits and impedes high quality program enhancements for our students. Within Special Education there are three programs, CORE/Life Skills, TASC, and ABLE that are all housed at Waltham High School and have a variety of needs. In all three programs, teachers often struggle with inadequate space to consistently deliver appropriate programming and differentiated instruction.

CORE/Life Skills Program: An area which is more conducive to students in the program would include the following: a larger space that contains built in areas or partitions for small group work that is differentiated depending on student needs, a space which includes student computer/iPad stations to incorporate more frequent use of technology in lesson delivery, a space which would permit hearing-impaired students to access the curriculum including carpet or rugs, sound dampers, curtains, and a built-in FM system, a break-out room for students who need an area to re-compose or who need a separate space because of behavioral issues, a home economics room that includes a kitchen with a stove, sink, dishwasher, table, bed, rug, and vacuum system for students to receive hands-on classroom experience in daily living functions, a school store area with a cash register and a supply room to store school merchandise for students to simulate the skills needed to be a cashier and/or materials stocker. Students in the CORE Program range from 9th grade to a few years beyond the traditional graduation age.

TASC Program (PDD): A classroom which is more conducive to students in the program who are low functioning and would benefit from a life-skills program include the following: a kitchen area with a stove, sink, washer, dryer, and cabinets. Students in the program have cooking goals, life-skill goals, and hygiene goals. A sink can be used to educate students on hygiene goals, i.e. brushing teeth, washing hands, etc. Kitchenette area can be used to teach basic cooking skills. Also needed is a break-out room or area in the classroom for behavioral and emotional benchmark goals, built in organization space, mailboxes to facilitate students with the study and organization class as well as vocational goals such as sorting, alphabetizing, and delivery of mail, a classroom storage space/shelves to permit students to keep academic books/work in their own area, round and long tables to facilitate group and independent work, and interactive boards to facilitate the use of technology.

TASC Program (PDD): A classroom which is more conducive to students in the program who are high functioning and would benefit from a supportive environment would include a room separate from those students who are low functioning although opportunities for socialization would be encouraged and supported. The classroom should be equipped with student computer/iPad stations to enhance the use of technology that the students are accessing in their main streamed classes. The students would receive support in their studies as needed and in alignment with the service delivery on their IEPs.

Currently, students who are low and high functioning are in the same classroom. While we have temporarily addressed the needs of our students by using the library for small group instruction, a more permanent solution must be found.

ABLE Program: Additional classroom space or a reconfiguration of existing space is needed and would include the following: a separate space for students with behavioral/emotional goals, a space that would enable students to stay on task, a large classroom space to facilitate differentiated instruction, a computer/iPad space to facilitate technology use in the classroom including conducting virtual science labs, a lunch room space for students who present with anxiety and emotional behaviors that impede their ability to connect with their peers, work spaces instead of desks to enable students to personalize their classroom space and store materials. Students in the ABLE Program may present with behavioral needs. Many of these students have health and emotional disabilities. The majority of the students find it difficult to enter the high school cafeteria and are presently eating lunch with their teachers/para professionals in a classroom setting.

NEASC has asked us to develop and implement a long range plan to address future programming, staffing, facility, and technology needs as well as needed capital improvements. We have responded by holding discussions in monthly principal/directors' meetings, providing teachers with paid study groups for programming changes and updates, and developing program-related committees such as our technology committee and alternative school committee. Staffing is reviewed by directors, the principal, and the assistant superintendent after course selections are completed. The long range facilities plan reported to NEASC includes an "extensive reconstruction/remodeling of WHS, possibly beginning with the science classrooms." (October 1, 2007 WHS Two-Year Progress Report to NEASC) Since 2006-2007 the high school principal has submitted a CIP budget that has included a request to upgrade all or some science labs. Those requests have not been included in any final budget.

Priority 3

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

The district has mitigated the problems by doing incremental repairs and make shift adjustments to spaces as it can but not in any holistic approach because of the order of magnitude of such an undertaking. The City has hired an architect to conduct an evaluation of the current enrollment projections, the current space utilization and potential impact on the district if the enrollment growth continues as it has for the last three years. This study will form the baseline for the space needs of the district and the impact on the high school as the population explosion moves through the system.

Examples of making shift adjustments to spaces:

Capital Improvement funding (\$550,000) has been approved for the Culinary Arts and Cosmetology programs; however, initial bids came in well above the committed amount so the projects have been stalled and are now viewed as better suited for inclusion in the SOL. A few lavatories within the high school have been retrofitted to better accommodate student needs but the building does not fully comply with current ADA regulations. With support from the School Committee, the Superintendent created a Facilities Planning Committee to review current needs and devise a plan to meet the challenge of increasing enrollment and the high school project is critical to its success. The School Committee, Mayor and City Council are prepared to support improvements to the high school.

To compensate for inadequate space, Electrical has constructed a lab in a classroom across the hall from the shop for its exploratory students. Graphic Communications is compelled to store or discard old but still functional equipment to make room for equipment needed to keep pace with the industry's transition to visual design. It is not uncommon for physics lab experiments to be conducted in hallways because of inadequate lab space. This practice results in frequent disruptions to other classes during instructional time.

The three Special Education Programs have identified some space for their needs but these spaces are not located in close proximity to the programs.

CORE/Life Skills Program: Because of an increase in enrollment, a second CORE/Life Skills teacher was hired in January. A search for an additional classroom adjacent to the first classroom was not successful although a second classroom was located in proximity to the first one.

TASC Program for low and high functioning students needs two separate classrooms in order to meet the needs of students. A separate space in the library has been located for small group instruction although a permanent solution needs to be found.

ABLE Program, students and staff are currently using a break room that is a short distance from their classroom. A break room which is closer to their classroom would be better suited for program needs. A separate classroom for those students experiencing behavioral challenges has been identified and was used for a period of time. Unfortunately, another department has "reclaimed" the room while we continue to search for an appropriate replacement. Students are currently sharing one computer in the classroom. Authentic application of knowledge and skills in science is challenging to deliver to students in this program without a dedicated science lab or technology to conduct virtual labs.

In response to the NEASC report, we have addressed the issues of non-compliant handicapped accessibility by adding two accessible lavatories for girls; one accessible lavatory for boys; one accessibility ramp at the rear of the building. Our response on the remaining issues has been that they will be addressed through a feasibility study (for which local funding was appropriated) and through a Statement Of Interest submittal to the Massachusetts School Building Authority. The vast majority of ADA and HP accessibility issues, including the Television studio, Mini Gym, 12 boys' lavatories and 11 girls' lavatories, six mens' lavatories, and six women's' lavatories, the Medical Suite for Health services, nine entrances/exits, and approximately 150 rooms and offices still need to be rectified.

In the science labs, a variety of computer-based sensors are being used in Biology, Health, Chemistry, Physics, and Environmental Science. These probes enhance the educational exposure to real world science for our students.

We have responded to NEASCs request to develop and implement a long range plan to address future programming, staffing, facility, and technology needs as well as needed capital improvements in a variety of ways: By holding discussions in monthly principal/directors' meetings, providing teachers with paid study groups for programming changes and updates, and developing program-related committees such as our technology committee and our alternative school committee. Staffing is reviewed by directors, the principal, and the assistant supintendent after course selections are completed. The long range facilites plan reported to NEASC includes an "entensive reconstruction/remodeling of WHS, possibly beginning with the science classrooms." (October 1, 2007 WHS Two-Year Progress Report to NEASC) Since 2006-2007 the high school prinicipal has submitted a CIP budget that has included a request to upgrade all or some science labs, although those requests have not been included in any final budget.

Priority 3

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

Our sixteen science classrooms are not designed to meet the science lab guidelines of modern school buildings and are not design to provide our students with participation in hands-on, inquiry-based, science lab instruction. Our science classrooms are not equipped with the requirements of today's science labs including the lack of a shared prep room with fume hoods and standard equipment such as a refrigerator, dishwasher, and chemical storage cabinets. Current room layouts are limited and prevent the use of flexible table configurations and the use of perimeter lab utilities.

The science classrooms are not big enough to accommodate all of the rigorous science curriculum that we deliver as well as the work the students are engaged in doing. For example, Waltham High School is implementing a Physics First Program for freshmen with an emphasis on using technology and engaging hands-on activities. Currently we use physics equipment and sensors that our classrooms are not big enough to accommodate forcing our physics teachers at various times to teach in the hallways. Subsequently, our students are using the hallways for lab activities in order to accommodate this equipment and technology. An important goal for us is to have students enroll in freshman physics which will engage them in activities that combine robotics and physics in a synergistic relationship where students simultaneously learn science and engineering content and skills. For example, students could design a race car using a robotics kit to maximize speed and acceleration and would then measure those quantities using sensors. By combining robotics and physics in this way, students are impacted in two ways. First, we will have increased their interest in STEM by promoting awareness of and excitement for further STEM education at the school and beyond. Second, we will have made physics more engaging and relevant by providing real hands-on applications and experiences. Specifically, students will create robots that require them to combine science and engineering concepts and skills.

Engaging students in physics activities in the hallways because of a lack of space in their classrooms is not conducive to 21st century teaching and learning and denies our students equity with their peers across the state. Without a solution to the space issue, physics activities will continue to occur in the hallways as we implement our new robotics infusion into our physics program.

Despite these challenges, we continue to afford our students as many learning opportunities as possible. For example, the Science Program has partnered with the Chapter 74 Electronics Program to create a new engineering/robotics pathway. They were recently awarded a significant grant from the Massachusetts Life Sciences Center to purchase equipment to support this new initiative. We remain concerned, however, given the paucity of space in both science classrooms and the electronics shop about our ability to maximize the success of this new program knowing that the robotic equipment will encompass significant space.

The lack of building accessibility limits student's opportunities to fully access several innovative program areas without difficulty. Physically handicapped students cannot access instructional areas including Television Production classes and Fitness classes without climbing stairs. They cannot access the automotive technology and collision technology programs without traveling a long distance outside. Physically handicapped students have inadequate access to the Health/ Medical area and lavatories throughout the building. Students in the Carpentry and Cabinetmaking program do not have adequate space to provide for the competencies that need to be covered in the Career and Vocational Technical Education Frameworks (such as framing, roofing, and siding). The program endeavors to integrate such projects as shed and gazebo construction as well as other components connected to home and building construction. The existing shop space significantly impedes the implementation of this vision.

Students in Graphic Communications are unable to easily utilize equipment used in the industry (computers, presses, plate making). Students in the Child Care program must be placed in internships off site in order to work with young children as our facility does not allow for that exposure onsite. Teachers and students have expressed frustration with cramped space issues that present challenges for our students to effectively participate in these experiences. On site internships are a critical component of

student application of knowledge which is currently a significant challenge to our students. Demand for several of our Chapter 74 vocational programs exceeds our physical limitations; we have students who are unable to enroll into programs such as Electrical Technology each year. Like Carpentry, Electrical is stymied in expanding its program to include new home wiring as the replicated home frame in the shop is cramped into its existing space. As referenced above, Electronics is attempting to integrate robotic and engineering based projects and has met challenges regarding expansion given its existing space.

In addition to the limitations and problems noted above, we have determined that there is a great need for program enhancements and improvements that focus on alternative programming for our neediest students in Special Education and to have a positive impact on issues like drop out rates. Current space limits and impedes high standard programs which allow us to better meet student needs.

With the current facilities, students in our CORE/Life Skills Program are sometimes challenged to receive the following: small group work differentiated to meet their needs; integration of technology in lesson delivery; lesson delivery using enhanced technology for hearing-impaired students; a smaller and separate environment for students who present with behavioral/emotional issues; a home economics room to receive hands-on classroom experience in daily living functions; experience with a cash register and simulation of skills used by a cashier and/or materials stocker.

Students in the TASC Program have a wide range of needs. Many students in this program are mainstreamed into regular education classes including advanced placement classes. Other students in this program need basic life skills. With the current facilities, students in our TASC Program are sometimes challenged to receive the following: a separate area of academic support for those students in advanced classes that would also include technology resources; basic cooking skills, hygiene instruction and practice, a smaller and separate environment for students who present with behavioral/emotional issues; and opportunities to apply organizational skills in a simulated work environment.

With the current facilities, students in our ABLE Program are sometimes challenged to receive the following: a larger classroom space to facilitate differentiated instruction; integration of technology in the delivery of instruction; a dedicated science lab or technology to conduct virtual science experiments; a smaller and separate environment for students who present with behavioral/emotional issues; a separate lunch room space for students who present with anxiety and behavior issues that prevent them from being mainstreamed with their peers.

Please also provide the following:

Name of accrediting entity (maximum of 100 characters)::
 New England Association of Schools and Colleges

Current Accreditation Status: Please provide appropriate number as 1=Passed, 2=Probation, 3=Warning, 4=Lost:
 1

If "WARNING", indicate the date accreditation may be switched to Probation or lost:
 If "PROBATION", indicate the date accreditation may be lost:

Please provide the date of the first accreditation visit that resulted in your current accreditation status.:
 11/1/2005

Please provide the date of the follow-up accreditation visit: 11/1/2016

Are facility-related issues related to Media Center/Library? If yes, please describe in detail in Question 1 below.:

NO

Are facility-related issues related to Science Rooms/Labs? If yes, please describe in detail in Question 1 below.:
YES

Are facility-related issues related to general classroom spaces? If yes, please describe in detail in Question 1 below.: YES

Are facility-related issues related to SPED? If yes, please describe in detail in Question 1 below: YES

Are facility-related issues related to support spaces? If yes, please describe in detail in Question 1 below.:
NO

Are facility-related issues related to "Other"? If yes, please identify the other area below and describe in detail in Question 1 below.: NO

Please describe (maximum of 100 characters):

Priority 4

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

The district worked with the New England School Development Council (NESDEC) to update enrollment projections using 10/1/11, 10/1/12, and 10/1/13 data. The analysis revealed that the district is in the midst of a significant growth cycle because of increased birth rates and increased kindergarten cohort survival ratios. The current impact is at the elementary level but will roll through all grade levels and will fully impact the high school when a 35% (500 student) increase is projected. Enrollment and a commitment to growing Career and Technical Education (CTE) programs will exacerbate constrained spaces.

District enrollment is growing by 100+ students per year with the most significant impact currently at grades K-5. The growth has been consistent for several years and projects to continue through the mid 2020s. Another significant impact is the rapid growth of district English Language Learners (ELL). Over the past few years, the ELL population has been growing at 35% of all new registrations. In the 2013-2014 school year, kindergarten enrollment experienced 175 of 500 students entering with ELL needs. Similar growth has been noted in grades 1-12. This growth has placed significant pressure both on the budget with 17 new ELL positions have been added or proposed. There is concurrent space stress to add Sheltered English Immersion programming as well as other ELL models including push in and pull out all of which require space. In the current school year (2013-2014) the high school experienced an unanticipated and significant increase in their ELL population most notably students assessed at Levels 1 and 2. Students assessed at Levels 1 and 2 require substantially separate classrooms.

Priority 4

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

The district is addressing enrollment increases already occurring as well as projected by NESDEC in a thoughtful proactive manner. For example, the Superintendent has created a Facilities Planning Committee to consider a multitude of ways to address the enrollment growth. The district has mitigated the problems by doing incremental repairs and make shift adjustments to spaces as it can but not in any holistic approach because of the order of magnitude of such an undertaking. The City has hired an architect to conduct an evaluation of the current enrollment projections, the current space utilization and the potential impact on the district if the enrollment growth continues as it has for the last three years. This study will form the baseline for the space needs of the district and the impact on the high school as the population explosion moves through the system. The issue of increasing enrollment is not a matter of "if it happens at grades 9-12" but rather "when it happens at grades 9-12".

The Facilities Planning Committee has discussed options including redistricting, identifying alternative space for some programs, restructuring our Middle Schools, and restructuring Waltham High School. Central Office, Parent Information Center, Attendance Office and Food Service are housed at Waltham High School and are currently occupying space needed to create options for an Alternative High School as well as more specialized Special Education options and program enhancements.

What is most compromised in the short term is the inadequacy of space for CTE / Chapter 74 programs. Unless expensive retrofits are undertaken, we will continue to lose students to regional technical schools in the areas of Culinary Arts, Cosmetology, Allied Health, Plumbing, and Protective Services. The district feels strongly about keeping these students in district by meeting the growing interest in these types of programs. Similarly, more traditional options (carpentry needs more appropriate space, child care needs an in-house internship option and new programs (plumbing) need additional space). The resolution outside of a major building project will necessitate significantly higher costs to retrofit these projects.

Priority 4

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

The full impact of the population explosion will be experienced at the high school soon. Even without the added population explosion, Waltham High School continues to experience challenges because of increased enrollment or shifts in enrollment in the following curriculum areas:

In the current school year (2013-2014) the high school experienced an unanticipated and significant increase in their ELL population most notably students assessed at Levels 1 and 2. Students assessed at Levels 1 and 2 require substantially separate classrooms. There is concurrent space stress to add Sheltered English Immersion programming as well as other BLL models including push in and pull out all of which require additional space. A request for additional ELL staffing at the high school to meet the needs of the unanticipated population of students is included in the FY15 budget.

Inadequate space in our science labs continues to compromise and impact curriculum delivery in a negative fashion and inhibits our students from benefiting from the authentic application of knowledge and skills. The increased interest in physics has exacerbated the problem. For example, physics teachers at various times are delivering the curriculum in hallways because the current science lab size is not adequate to house the physics equipment and sensors that are being used thus forcing our students at various times to conduct labs in the hallways.

Constraints on the CTE/Chapter 74 programs have already been articulated. The impact on our teachers is that they are delivering curriculum in spaces not suited for their programs nor in alignment with DESE guidelines. Because of our inability to expand our programs, our students are not always able to select their first choice of a program or are choosing to attend an out-of-district vocational school. Waltham currently pays \$19,046.00 for each student in an out-of-district placement to a regional vocational system. For example, 10 Waltham High School students are currently enrolled in Minuteman's Plumbing program. Waltham could better use the total cost for these 10 students (\$200,000.00) towards our own program expansion and/or adoption.

Special Education programs such as our CORE/Life Skills, our TASC Program, and our ABLE Program are all experiencing an increase in enrollment. For example, in our CORE/Life Skills Program, an increase in enrollment by December of 2013 compelled us to add another teacher in January. We needed to find a second class in close proximity to the first classroom but succeeded in finding one that is further away than is optimal.

In all three programs, teachers struggle with inadequate space to deliver appropriate programming and differentiated instruction. For example, students in TASC Program present as either low or high functioning and need separate classrooms to address and support their different needs. At present students are receiving basic life skill and hygiene lessons in the same classroom as students who are working on algebra and advanced placement classes. While we have temporarily addressed the needs by using the library for small group instruction, a more permanent solution must be found.

Students in the ABLE Program present with emotional and behavioral issues that necessitates a flexible environment. An additional room was identified this year to provide flexibility for students based on their needs. This room has since been "reclaimed" by another department. We will continue to try to identify a more permanent solution for an additional room.

It must be noted that all of our teachers are to be commended for the work that they do for and with our students with the space, materials, and technology that is available. Additionally, it must also be noted that the district earned a perfect mid-cycle CPR Review with no findings for corrective actions. Our staff continues to deliver quality programs under difficult physical constraints.

Please also provide the following:

Cafeteria Seating Capacity: 900

Number of lunch seatings per day: 3

Are modular units currently present on-site and being used for classroom space?: NO

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

Number of Modular Units:

Classroom count in Modular Units:

Seating Capacity of Modular classrooms:

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

Have non-traditional classroom spaces been converted to be used for classroom space?: NO

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

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

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

The Facilities Planning Committee researched several options to address the immediate enrollment concerns. Implemented in the 2013-2014 school year were changes to the district's educational programs including school assignment changes. For example, grades 1-4 of the Language-Based Resource Room Program was moved from Whittemore Elementary School to Fitzgerald Elementary School. One class of pre-school was moved from Stanley Elementary School to Northeast Elementary School. For the 2014-2015 school year, grade 5 of the Language-Based Resource Room Program will be moved from Whittemore Elementary School to Fitzgerald Elementary School.

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

Per the Contract:

Kindergarten: 20

Grades 1-6: 25

Middle and Senior High School, exclusive of Ch. 74 programs and team teaching: Academic Subjects=30, Science Labs=20, Technical Education=15, Family/Consumer Science=20, Art=15, Music=30, Physical Education=25

Waltham School Committee has supported the recommendations of the district leadership team i.e. enrollment: K & Gr. 1: 18; Gr.2-5: 18 to 20 students; Middle School: 18 students, High School, 15-25 students

Priority 5

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

The window system is original from 1968 and consists of single pane windows. It is difficult to maintain constant temperatures within the educational building. These windows should be changed to double thermo pane windows.

In 1999 the boilers were replaced with five (5) AERCO condensing boilers. To date, we have had two of these boilers fail (heat exchangers). Heating issues continue because of the inadequacy of the system. The heating problems continue because of the inadequacy of the design. It is impossible to regulate heat, and the system cannot reach to the extremities of the building resulting in many rooms being too cold to use. Energy efficiency is also a major concern. For example, there are no master controls so that boilers must be fully run to create hot water in summer months. We are also experiencing major issues with the aging plumbing infrastructure. Simple projects turn into major ones because of rusted pipes and failed shut offs. Some minor projects have necessitated the entire system being shut down as internal shut offs failed. The entire plumbing system may need replacement.

The H.V.A.C. system is antiquated and there are no direct digital controls (presently pneumatic). All original ancillary pumps and controls need to be updated because of the age of the facility. Temperatures are difficult to maintain throughout the building. Motors should be converted to NEMA motors. This unit and its controls are inefficient and cannot maintain temperature appropriately.

The chillers that provide air conditioning in the D block of the building failed in the spring of 2012. The system was replaced in the spring/summer of 2013. D block occupies less than 10% of the total footage of the entire building.

The unit ventilators should be replaced with fan coil units and R.T.U.'s w/ D.D.C. The air conditioning system at the 1100 + seat auditorium is in need of replacement. This is an ideal location for demand control ventilation. Temperatures within the auditorium are extremely difficult to maintain.

The electrical service is presently above ground on poles, the poles are 40 years old and are in need of replacing; a potential solution of direct burial cable is possible. The arc shoots within the manual break switch are in need of repair. If the electrical service is to be left above ground the use of spacer cable may be best rather than 3 phase over cross arm.

Regarding the electrical distribution system, three of the switchboards are 1200 amps and one is a 2000 amp; they are 120/208v 3 phase. Main breakers may need to be checked and replaced. All of the motor controllers within the building need to be replaced because of their age.

Priority 5

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

As repairs are needed the maintenance staff addresses and performs corrective maintenance. Capital Improvement Plan funding has been approved for the Culinary Arts and Cosmetology programs (bids came in too high and have stalled). Similarly funding was approved to complete a wireless project in the district which will in and of itself allow for curriculum enhancements. However, the prohibitive cost of creating a totally wireless environment at Waltham High School resulted in only wireless pockets being installed. The School Committee has also funded the NESDEC enrollment study which has provided better data for future decision making. A Facilities Planning Committee has considered and temporarily addressed current stresses on facilities created by enrollment growth. The district has mitigated the problems by doing incremental repairs and make shift adjustments to spaces as it can but not in any holistic approach due to the order of magnitude of such an undertaking. The development of a five year vision for CTE/Chapter 74 programming coupled with a vision for Special Education and other high school based issues (Alternative HS/drop out prevention, etc) has given focus and direction to what is really needed.

Priority 5

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

Single-pane windows are inadequate to keep heat in the classrooms in the winter as well as to keep heat out in the summer. Heating systems cannot keep classrooms warm in the cold winter months. Students in several classrooms on the north side of the building need to be regularly moved because of these uncomfortable conditions.

Hardware on doors does not meet ADA and HP state requirements. Handicapped students do not have proper access. Several corridor, fire, gymnasium, and office doors are beyond repair and are obsolete.

Electrical systems are 1960's technology and have not been updated. Circuits are tripped regularly due to inadequate power supply. Computer labs, Vocational program equipment, and other IT equipment were not planned for when the building was designed and are an important part of our present educational program. Current electrical and IT systems are enhanced by the creation of a "raceway model" for improved wiring. As we look to move the high school into a wireless environment as part of the district's 1:1 Learning Environment, substantial work is necessary in this area. Wireless availability will have a significant and profound impact on curricular options and hardware decisions all of which are critical to create and sustain 21st century learning opportunities for all students.

Lighting in classrooms was updated with a grant from Boston Edison approximately 20 years ago, although several office areas, Library/Media, and Gymnasiums were not updated at that time and lighting needs in those areas should be addressed.

Priority 5

Question 4: Please describe how addressing the school facility systems you identified in Question 1 above will extend the useful life of the facility that is the subject of this SOI and how it will improve your district's educational program.

The current building is structurally sound and the current layout of the building is conducive to providing an excellent educational environment because of the courtyard configuration. Correcting the identified issues will assist the educational process providing appropriate indoor climate and environmental control issues.

Please also provide the following:

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

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

Keyes Associates, LLP, THE CO/OP-ADA, Novare Engineers-Heating, Ventilation and Plumbing

The date of the inspection:: 3/10/1999

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

The district engaged the services of Keyes Associates in 1998 to complete a facility study of the then 13 school buildings and to design a new Automotive Technology Center at Waltham High School. The study focused on a review and assessment of major facility conditions and issues that needed to be addressed. Keyes Associates compiled reports on mechanical, plumbing (including boilers and HVAC), electrical and ADA conditions and requirements as well as architectural components (roofs, windows, walls, etc.) and building code issues. The reports were to include a list of suggested renovations and construction estimates.

The Keyes reports were of great use to the district as it embarked upon a major construction program that resulted in the construction of new or significantly renovated elementary and middle schools. The only building which was not included in the construction program was Waltham High School. At the time of the release of the Keyes report on the high school's facility needs and issues (March 1999), the proposed recommendations for renovations totaled approximately two million dollars. While the district has addressed some of the recommendations over the past fifteen years, there has been no firm plan to approach the issues in a holistic manner until now as addressed in this Statement of Interest.

Priority 7

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

Computer lab space is not adequate; the number of computers per student does not meet state technology guidelines. The building was not designed for computer use. Current wiring must run through corridor raceways because of spray on asbestos on infrastructure above the drop ceilings. This impedes access and availability of technology. Mobile labs and individual student device usage are dependent on developing wireless capacity within the building.

We are unable to offer the following programs because of a lack of space: Culinary Arts, Cosmetology, Allied Health, Plumbing, Protective Services, and Manufacturing Technologies; all programs we wish to add as delineated in our Five-Year Plan. DESE Chapter 74 recommended square footage for Culinary Arts is 1,875 and the current space available for our use is 998 square feet. Additionally, the current structure prevents us from implementing a full community service cafe or restaurant, a vital component of successful Chapter 74 Culinary Arts Programs. Currently, the existing building does not offer a viable area that could support an effective restaurant. The Board of Registration of Cosmetologists requires a clinic area for at least 25 students with not less than 20 square feet of area for each student. Our building cannot accommodate instructional space with these dimensions. A full community service salon, an essential component of successful Chapter 74 Cosmetology Programs, is impossible to implement in our current structure. Plumbing requires allocating space with a minimum area of 2,250 square feet and a minimum 18 foot ceiling clearance. Health Services requires 1,875 of square footage. We would need to add 3,000 square feet (required for Machine Technologies) to our existing Welding shop to establish a Manufacturing Technologies Program.

We do not have adequate lab space for a Technology/Engineering program. We do not have appropriate space to include an in-house child care/preschool option for CTE (students have to be out placed as interns); this also limits our opportunity to house an in-house Integrated Preschool which would offer enhanced options for Special Education. Child Care, Carpentry and Cabinetmaking, Graphic Communications, and Electrical programs are limited because of facility constraints. The building was not designed to house these programs. The space was retrofitted when the former Vocational School building was closed and razed.

CORE/Life Skills Program space is not optimal. Facilities that will help students in this program to learn basic life skills and job skills to help them become self-sufficient is needed as our students reach adulthood. The infusion of technology for these students should be an integral part of their program. Because of increased enrollment this school year, we hired an additional Life Skills teacher in January thus putting additional stress and strain on the current program facilities.

TASC (PDD) Program space is not adequate. This program would benefit from additional space options to meet the needs of our low and high functioning students. The infusion of technology, both basic and advanced, should be integrated into the curriculum as well as supportive of the curriculum.

ABLE Program/Alternative High School program space is not adequate. Students with social and emotional disabilities need a nurturing environment that will eventually prepare them to be mainstreamed. The infusion of technology for these students should be integrated into the curriculum. Minimally, Central Office should move and its core area retrofitted for Special Education programs.

Priority 7

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

In order to deliver an appropriate education for students, the district has retrofitted classrooms for computer use but have reached the end of the productive road for those options. 21st century curriculum and instruction needs wireless capability. Funding has been made available for wireless capacity at the high school but the challenges associated with spray on asbestos have necessitated the use of raceways, a very expensive option. Pockets of wireless capacity have been installed at the high school but additional wireless capacity will be necessary as the district's 1:1 Learning Environment reaches the high school. We have added iPad carts to a limited number of classrooms (two) and the media center for student and teacher use.

The School Committee, Mayor and City Council have been sensitive to and supportive of trying to resolve CTE/Chapter 74 options in Culinary Arts and Cosmetology and have even appropriated Capital Funds to move in this direction; and yet this remains a reactive approach. To address high interest in Culinary Arts, we currently offer non-Chapter 74 electives in less than 1,000 square feet of instructional space which is inadequate for a comprehensive Culinary instructional experience. The development of a five-year vision for CTE/Chapter 74 has now generated a defined focus to the development of a planned approach to meet student needs.

Priority 7

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

Because of space limitations we are unable to update and/or add several Vocational programs to meet the needs of our students and address competency requirements from the Career and Vocational Technical Education frameworks. Students are forced to choose alternate programs rather than the ones they are most interested in selecting. Our Chapter 74 program is expected to offer programs that match job needs in the future, and our five-year plan which identifies the addition of Culinary, Cosmetology, Health Services, Plumbing, Protective Services, and Manufacturing Technologies would respond to that need if we were providing funding for implementation. For example, within the field of Cosmetology, the U.S. Department of Labor Board of Labor Statistics reflects projected job growth of 13% for Cosmetologists by 2020 and categorizes this increase "as fast as average" growth and projects skin care specialist positions to grow by 40% by 2020 categorizing this as "much faster than average" growth. Within Plumbing, the study reflects projected job growth of 26% for plumbers, pipe fitters, and steamfitters by 2020 and categorizes this increase as "faster than average" growth. According to the U.S. Department of Labor, several careers connected to Health Services will grow by 2020 at a rate categorized as "faster than average" and "much faster than average". (Examples: Diagnostic Sonographers are projected to increase by 44%, Medical Assistants by 31%, and Registered Nurses by 26%). Within Protective Services, statistics reference the "much faster than average" job growth of EMT's and Paramedics projected at a 23% increase by 2020.

Computer use is limited by infrastructure, space constraints, and inadequate wireless. Students and teachers are not exposed to current technology. Students and teachers cannot be exposed to current technology within this building. Teachers cannot provide students with the tools needed in today's society. It has become a struggle to ensure that our students are college and career ready. Stated most simply, space issues have become an impediment to student learning and success.

NEASC has asked us to develop and implement a long-range plan to provide a technology infrastructure that meets the instructional needs of the school and the learning needs of the students. We have taken a wide range of steps toward this but continue to be limited by the constraints of an aging building. We have added and updated computers and labs, added LCD projectors to every classroom, added document cameras to most math and science classrooms, added laptops and iPads to the media center, added netbook and iPad carts to several classrooms, added Kurzweil software to support special education students, and added wireless capacity where possible. We plan to have a 1:1 environment for all students in two years: the limitations of the building will severely hamper that initiative.

REQUIRED FORM OF VOTE TO SUBMIT AN SOI

REQUIRED VOTES

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

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

FORM OF VOTE

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

Resolved: Having convened in an open meeting on _____, prior to the closing date, the

_____ [City Council/Board of Aldermen,

Board of Selectmen/Equivalent Governing Body/School Committee] Of _____ [City/Town], in

accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest dated _____ for the

_____ [Name of School] located at

_____ [Address] which

describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future

_____ ; [insert a description of the priority(s) checked off

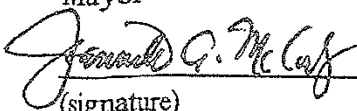
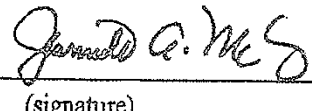
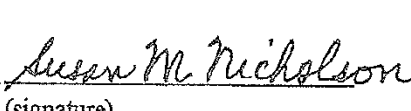
on the Statement of Interest Form and a brief description of the deficiency described therein for each priority]; and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval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

CERTIFICATIONS

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

Chief Executive Officer *	School Committee Chair	Superintendent of Schools
Jeannette A. McCarthy	Jeannette A. McCarthy	Susan M. Nicholson

Mayor

		
(signature)	(signature)	(signature)
Date 4-1-14	Date 4-1-14	Date 4-1-2014

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

MINUTES

REGULAR MEETING

The regular meeting of the Waltham School Committee convened at 5:35 p.m. Present were Ms. Dowcett, Mr. Frassica, Mr. Graceffa, Mr. Rando and Mr. Tarallo. Ms. Donnelly was not in attendance. Mayor McCarthy presided.

VOTED: On motion of Mr. Tarallo, seconded by Mr. Graceffa, to adjourn to executive session for the purpose of strategies with respect to a Level III grievance from the Waltham Food Service Workers Association, contract negotiation with non-union personnel, collective bargaining with the WSAA and WEA, to include Dr. Nicholson, Attorney Sweeney and Mrs. Parrella and return to public session at 7:30 p.m. Role call: Ms. Dowcett, yes; Mr. Frassica, yes; Mr. Graceffa, yes; Mr. Rando, yes; Mr. Tarallo, yes.

The regular meeting of the Waltham School Committee reconvened at 7:36 p.m. Present were Ms. Donnelly, Ms. Dowcett, Mr. Frassica, Mr. Graceffa, Mr. Rando and Mr. Tarallo. Mayor McCarthy presided. Mr. Tarallo led the Committee in the Pledge of Allegiance.

MOMENT OF SILENCE

A moment of silence was held for Mr. Peter Bourque, a former member of the Career and Technical Education Advisory Board and Mrs. Julia Kerr, a former teacher, who recently passed away.

PUBLIC INPUT

No one from the community addressed the Committee this evening.

STUDENT COUNCIL
STUDENT INPUT

Representing the Student Advisory Council were Taylor Scafidi and Merri Sweet. The students provided an update on future high school activities.

SCHOOL COUNCIL/PTO
WSEPAC

The organizations were not represented this evening.

CONSENT AGENDA

- Minutes of the Preceding Meeting
- Retirements
- Parental Leave of Absence Requests
- Resignations
- Five Guys Burgers and Fries Scholarship
- Jack Meehan Memorial Scholarship
- Parental Leave Extension Request

VOTED: On motion of Mr. Tarallo, seconded by Mr. Graceffa, to approve the consent agenda.

Minutes of the executive session held on February 26, 2014

Maureen Dalton, speech and language pathologist, Whittemore Elementary School, retirement effective June 30, 2014.

Joanne Monagle, food service worker, Waltham High School, retirement effective February 5, 2014.

Robin Lowe, grade 4/5 special education teacher, Plympton Elementary School, parental leave of absence effective April 14, 2014 to June 30, 2014.

Mary Gallant, Administrator of Pupil Personnel, resignation effective May 31, 2014.

Arianna Gomez, Spanish teacher, Waltham High School, resignation effective June 30, 2014.

Establishment of the Five Guys Burgers and Fries Scholarship to benefit a graduating Waltham High School senior

Establishment of the Jack Meehan Memorial Scholarship

Karen Harkins, ESL teacher, Waltham High School, parental leave of absence extension to June 30, 2014.

COMMUNICATIONSB. Ortiz RequestD. Peros-Finnell RequestS. Walsh RequestS. Winter-Diercks Request

VOTED: On motion of Mr. Tarallo, seconded by Ms. Dowcett, to move the requests in their entirety.

VOTED: On motion of Mr. Graceffa, seconded by Ms. Donnelly, to approve the requests from staff to have their children attend the Waltham Public Schools.

SUPERINTENDENTS
UPDATEFY15 Budget Update

Dr. Nicholson announced that Mr. Kevin Coyne, a music teacher at McDevitt Middle School, will be honored with the Outstanding Music Education Career Award from Berklee College of Music. Mr. Coyne was chosen by the faculty at Berklee and will receive his award on March 20, 2014. The Superintendent forwarded a memo to the Committee regarding the ninth grade exploratory at Minuteman High School. Area superintendents have reached out to DESE requesting that non-resident exploratory programs not be allowed when the local/collaborative district can provide a reasonable range of exploratory programs for a student to consider. Also provided was information on the BOKS Program beginning at Whittemore Elementary School and the 2014-15 school calendar.

Dr. Nicholson provided the Committee with further updates to the FY15 proposed budget that will be presented on March 19, 2014. A brief discussion ensued regarding a fine arts department request for risers and musical instruments, staffing in the MIS department and McKinney-Vento transportation.

Miscellaneous PersonnelCoaching Appointment

Mary Beth Beaudry, 25 Bigelow Street, #1, Brighton, 02135; freshman softball coach, replacing A. Rocco (resignation); stipend 2087; effective March 3, 2014.

Long Term Substitute Extensions

Allison Courchine, long term substitute ESL teacher, Waltham High School, replacing K. Harkins (parental leave); position extended to June 23, 2014.

Holly Nichols, long term substitute special education paraprofessional, replacing S. Tremarche (retirement), position extended through June 23, 2014.

Transfer

Lorraine Muizulis, part-time (3.5 hours) food service worker, Whittemore Elementary School, transfer to part-time (3.5 hours) food service worker, Kennedy Middle School, replacing A. DeBarros (transfer); no change in salary; effective March 4, 2014 to June 30, 2014.

CURRICULUM AND
INSTRUCTIONStanley Elementary School
2013 MCAS Report

Assistant Superintendent Paul Maiorano was very pleased to present the Stanley Elementary School 2013 MCAS report. Mr. Maiorano acknowledged the significant results of the MCAS and the school's Level 1 status. Highlights of the report included a Student Growth Percentile (SGP) for ELA and math as above target, the highest Progress and Performance Index (PPI) in four years and a 10% decrease in the percentage of students scoring in the Needs Improvement and Warning categories. Grade five teachers Linda Hanley, Amy Demeo-Neal and Julia Norman spoke on the culture of the building, team teaching and the mindset that all students can achieve. The teachers praised the more rigorous and demanding Math in Focus program, that builds confidence and encourages students to take ownership of their work. The teachers also hold the Writing with Colors program in high regard. Principal Jennifer Hacker responded to questions regarding the team concept and noted it prepares the students for middle school. The grade five team gave kudos to the kindergarten through grade four teachers who are committed to literacy and preparing their students to enter grade five.

CURRICULUM AND
INSTRUCTION

Stanley Elementary School
2013 MCAS Report

The Committee commended all the teachers, staff and students at Stanley Elementary for the outstanding results on the 2013 MCAS. Mayor McCarthy noted that team teaching allows excellent education to be the primary goal. Mr. Maiorano agreed it is a teaching and learning model that works.

UNFINISHED BUSINESS

Waltham High School

Accreditation

Central Office Location

Capital Improvement

Projects

1. Culinary Arts

2. Cosmetology

MSBA Statement of Interest

The Waltham High School accreditation was not addressed this evening. Mayor McCarthy asked Mrs. Parrella to contact the City Clerk's office regarding a discussion of Fitch School at a recent City Council meeting. The capital improvement projects were not discussed.

Dr. Nicholson reconvened the SOI committee, made some appropriate revisions and presented an updated document.

Vice Chairperson John Graceffa read the following statement:

Resolved: Having convened in an open meeting on March 5, 2014, the School Committee of Waltham, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest dated February 28, 2014 for the Waltham High School located at 617 Lexington Street which describes and explains the following deficiencies and the priority category(s) for which the City of Waltham may be invited to apply to the Massachusetts School Building Authority in the future 3. Prevention of the loss of accreditation. 4. Prevention of the severe overcrowding expected to result from increased enrollments, 5. Replacement, renovation or modernization of school facility systems, such as roofs, windows, boilers, heating and ventilation systems, to increase energy conservation and decrease energy related costs in a school facility. 7. Replacement of or addition to obsolete buildings in order to provide for a full range of programs consistent with state and approved local requirements. and hereby further specifically acknowledges that by submitting this Statement of Interest, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.

VOTED: On motion of Mr. Graceffa, seconded by Ms. Donnelly, to approve the submission of the Statement of Interest dated February 28, 2014 to the Massachusetts School Building Authority. Roll call: Mr. Rando, yes; Ms. Dowcett, yes; Mr. Graceffa, yes; Ms. Donnelly, yes; Mr. Frassica, yes; Mr. Tarallo, yes.

VOTED: On motion of Mr. Tarallo, seconded by Mr. Graceffa, to authorize Mayor McCarthy, as Chairperson and Mayor, to sign the Statement of Interest on behalf of the Waltham School Committee. Roll call: Mr. Rando, yes; Ms. Dowcett, yes; Mr. Graceffa, yes; Ms. Donnelly, yes; Mr. Frassica, yes; Mr. Tarallo, yes.

VOTED: On motion of Ms. Donnelly, seconded by Mr. Graceffa, to move the addenda in its entirety.

Dr. Nicholson reported several candidates have emerged, through networking and job postings, for the interim position in the special education department. The Superintendent held interviews and conducted reference checks for four qualified candidates and is recommending Rhonda Taft-Farrell as .8 and Carol Fredette as .2 Interim Special Education Administrators. Dr. Nicholson responded to questions from the Committee.

NEW BUSINESS

Interim Director of Special
Education

NEW BUSINESS
Interim Director of Special
Education

Mr. Tarallo stated that the four finalists should meet with the School Committee. Ms. Donnelly disagreed, noting the Committee has reviewed the resumes and the Superintendent has conducted a thorough background check on all the candidates. Ms. Donnelly emphasized the Superintendent has the experience and the knowledge, more than the School Committee, on what the needs are in the district.

VOTED: On motion of Ms. Donnelly, seconded by Mr. Graceffa, to move approval of the Superintendent's recommendations.

Mr. Graceffa remarked the Committee should have the opportunity to interview the finalists for the permanent position.

FISCAL MATTERS
Bills on Warrant

VOTED: On motion of Mr. Tarallo, seconded by Ms. Donnelly, to approve the bills on warrant.

AGENDA ITEMS FOR
FUTURE MEETINGS

Dr. Nicholson was pleased to report an appointment for Fitzgerald Elementary School Principal will be announced this week. Ms. Dowcett inquired as to when SMMA would provide their analysis to the Committee. The Superintendent will contact the architect this week.

ADJOURNMENT

VOTED: On motion of Mr. Tarallo, seconded by Mr. Rando, to adjourn at 9:12 p.m.

Susan M. Nicholson
Susan M. Nicholson, Ed. D.
Clerk

JAM



CITY OF WALTHAM
IN THE CITY COUNCIL

Order # 33021

Ordered:

That the City Council approves the following Statement of Interest:

Resolved: Having convened in an open meeting on March 24, 2014, the City Council of Waltham, in accordance with its charter, by-laws and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest dated February 28, 2014 for the Waltham High School located at 617 Lexington Street which describes and explains the following deficiencies and the priority category(s) for which the City of Waltham may be invited to apply to the Massachusetts School Building Authority in the future 3. Prevention of the loss of accreditation, 4. Prevention of the severe overcrowding expected to result from increased enrollments, 5. Replacement, renovation or modernization of school facility systems, such as roofs, windows, boilers, heating and ventilation systems, to increase energy conversation and decrease energy related costs in a school facility, 7. Replacement of or addition to obsolete buildings in order to provide for a full range of programs consistent with State and approved local requirements, and hereby further specifically acknowledges that by submitting this Statement of Interest, the Massachusetts School Building Authority in no way guarantees the acceptance of the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/regional School District to filing an application for funding with the Massachusetts School Building Authority.

JM

Read & Adopted March 24, 2014

Approved March 25, 2014
Jeannette A. McCarthy, Mayor

Attest Rosario C. Malone, CMC
City Clerk

TRUE COPY ATTEST:

ROSARIO C. MALONE, CITY CLERK

City of Waltham
In the City Council
Roll Call

Date: 3-24-10 Waltham High School Statement of Interest

	Yea	Nay	Abstained	Absent
Paul J. Brasco	✓	_____	_____	_____
George A. Darcy III	✓	_____	_____	_____
William H. Fowler	✓	_____	_____	_____
Joseph M. Giordano Jr.	✓	_____	_____	_____
Diame P. LeBlanc	✓	_____	_____	_____
Robert G. Logan	✓	_____	_____	_____
Gary J. Marchese	✓	_____	_____	_____
John J. McLaughlin, Sr.	✓	_____	_____	_____
Kathleen B. McMenemy	✓	_____	_____	_____
Patrick J. O'Brien	_____	_____	_____	_____
Daniel P. Romard	✓	_____	_____	_____
Stephen F. Rourke	✓	_____	_____	_____
Thomas M. Stanley	✓	_____	_____	_____
Joseph W. Vizard	✓	_____	_____	_____
Robert J. Waddick President	_____	_____	_____	_____
Totals	130	_____	_____	_____

TRUE COPY ATTEST:

ROSARIO C. MALONE, CITY CLERK

Not applicable.

School Name: South Middle School

510 Moody Street
Waltham, MA 02453

Which of the following apply to the school?

Determined surplus by the School Committee and turned back over to the City of Waltham

Please provide the year the school was sold, closed, or otherwise removed from service.

2008

Please provide the year the school was originally opened.

1923

Please provide the age of the school when it was sold, closed, or otherwise removed from service.

85

Please provide a history of the use of the school, including grades served, any educational programs at the school, and any major renovation, addition, and/or repair projects at the school.

The school serviced grades 7, 8 and 9 until the 1980's and then grades 6, 7 and 8 when grade 9 was moved to the high school. In 1975 renovations were made to the cafeteria and gym. In 1977 three classrooms were added.

Please provide the reason for selling, closing or otherwise removing the school from service. Please be as specific as possible and provide as much detail as you are able as to the reason(s) for the district's decision.

The school had reached the end of its useful life and would have required extensive renovations in order to continue using it as a school.

Please provide a detailed description about the placement of students, programs, teachers, and administrative staff that were served by the school which was sold, closed, or otherwise removed from service. For example, were the students moved to another school(s), were the programs moved to another school(s) or were they eliminated, were the teachers moved to other school(s) or were the teaching positions eliminated?

Students and staff from South were relocated to the new McDevitt Middle School when it opened. Students from the Whittemore Elementary School were temporarily placed at South during the rebuilding of the Whittemore.

Please provide the district's understanding of any school building grant money that the district received from the state for the school that was sold, closed, or otherwise removed from service. Please provide as much detail as possible.

Not applicable.

School Name: Ezra Fitch Elementary School

10 Ash Street
Waltham, MA 02453

Which of the following apply to the school?

Determined surplus by the School Committee and turned back over to the City of Waltham

Please provide the year the school was sold, closed, or otherwise removed from service.

2011

Please provide the year the school was originally opened.

1931

Please provide the age of the school when it was sold, closed, or otherwise removed from service.

80

Please provide a history of the use of the school, including grades served, any educational programs at the school, and any major renovation, addition, and/or repair projects at the school.

The Fitch was a Kindergarten through grade six elementary school. Its students and staff were merged with the Banks Elementary School into the new Stanley Elementary School. The Fitch was then used as a temporary location for students and staff from Fitzgerald while waiting for their new school to be built.

Please provide the reason for selling, closing or otherwise removing the school from service. Please be as specific as possible and provide as much detail as you are able as to the reason(s) for the district's decision.

The building had reached the end of its useful life and would have required extensive renovations to continue its use as a school building.

Please provide a detailed description about the placement of students, programs, teachers, and administrative staff that were served by the school which was sold, closed, or otherwise removed from service. For example, were the students moved to another school(s), were the programs moved to another school(s) or were they eliminated, were the teachers moved to other school(s) or were the teaching positions eliminated?

Students and staff were merged with the Banks Elementary School into the new William F. Stanley Elementary School.

Please provide the district's understanding of any school building grant money that the district received from the state for the school that was sold, closed, or otherwise removed from service. Please provide as much detail as possible.

Not applicable.

Question 2: Does the district have any plans to sell, close, or otherwise remove from service a school in the next 10 years?

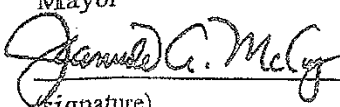


No

CERTIFICATIONS

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

Chief Executive Officer *	School Committee Chair	Superintendent of Schools
Jeannette A. McCarthy	Jeannette A. McCarthy	Susan M. Nicholson

Mayor

		
(signature)	(signature)	(signature)
Date 4-1-14	Date 4-1-14	Date 4-1-2014

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

OK

ATTACHMENT B
MSBA STANDARD CONTRACT
(Design/Bid/Build or CM-at-Risk)

CONTRACT FOR PROJECT MANAGEMENT SERVICES

This Contract is made this _____ day of _____ in the year _____ between

the _____, _____

_____ Massachusetts _____

hereinafter called "the Owner" and _____

_____ hereinafter called the "Owner's Project Manager" to provide the Project Management services required to complete

the Basic and Extra Services described hereinat _____

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

_____ (print name)

_____ (print title)

By _____ (signature and seal)

Date _____

OWNER'S PROJECT MANAGER

_____ (print name)

_____ (print title)

By _____ (signature)

Date _____

(Attach Certificate of Vote of Authorization)

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ATTACHMENT A: PAYMENT SCHEDULE

ATTACHMENT B: KEY PERSONNEL

ARTICLE 1: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROJECT DIRECTOR – the employee of the Owner’s Project Manager who has been designated in writing by the Owner’s Project Manager as its authorized representative, as approved by the Owner, and subject to the approval of the Authority, pursuant to the requirements of M.G.L. c.149 §44A½ or G.L. c. 149A, § 2, as the case may be, for an “owner’s project manager” and 963 CMR 2.1 et seq., and shall be the person who shall oversee and be responsible for all Project Management Services provided under this Contract. The Project Director shall be certified in the Massachusetts Certified Public Purchasing Official Program as administered by the Inspector General of the Commonwealth of Massachusetts.

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

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

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

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

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

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

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

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

ARTICLE 2: RELATIONSHIP OF THE PARTIES

- 2.2 The Owner's Project Manager shall act as an independent contractor of the Owner in providing the services required under this Contract.
- 2.3 The Owner's Project Manager warrants and represents to the Owner that it has fully, completely and truthfully represented the qualifications and skills of the Owner's Project Manager, its Subconsultants, agents, servants and employees in the proposal submitted by the Owner's Project Manager, the Contract documents and in all communications with the Owner relative to this Contract and the services to be performed hereunder by the Owner's Project Manager, its Subconsultants, agents, servants and employees.
- 2.4 The Owner's Project Manager shall perform its services under this Contract with no less than that degree of skill and care ordinarily exercised by similarly situated members of the Owner's Project Manager's profession on projects of similar size, scope and complexity as is involved on the Project. The Owner's Project Manager's services shall be rendered in accordance with this Contract.
- 2.5 The Parties hereto agree that the Designer is solely responsible for the design requirements and design criteria for the Project (except to the extent specifically delegated to others) and for performing in accordance with the contract between the Owner and Designer.
- 2.6 The Parties hereto agree that the Contractor or CM at Risk, as the case may be, shall be solely responsible for construction means, methods, techniques, sequences and procedures, the Contractor's or CM at Risk's schedules, and for safety precautions and programs in connection with the Project and for performing in accordance with the Owner-Contractor Agreement or the Owner-CM at Risk Agreement. The Owner's Project Manager shall be responsible for the Owner's Project Manager's negligent acts or omissions but shall not have control over or charge over acts or omissions of the Contractors, CM at Risk, Subcontractors, Trade Contractors or Non-Trade Contractors or the agents or employees of the Contractor, CM at Risk, Subcontractors, Trade Contractors or Non-Trade Contractors the Designer, the Authority, the Owner or the Commissioning Consultant.
- 2.7 Nothing in this Contract shall be construed as an assumption by the Owner's Project Manager of the responsibilities or duties of the Contractor or the CM at Risk or the Designer. The Owner's Project Manager's services shall be rendered compatibly and in coordination with the services provided by the Designer. It is not intended that the services of the Owner's Project Manager and Designer be competitive or duplicative, but rather complementary. The Owner's Project Manager shall be entitled to rely upon the Designer and Contractor or CM at Risk for the proper performance of their obligations pursuant to their respective contracts with the Owner.

ARTICLE 3: RESPONSIBILITIES OF THE OWNER

- 3.1 The Owner shall be responsible to oversee and monitor the performance of the Owner's Project Manager to ensure that it performs its obligations in a satisfactory manner. The Owner shall provide the necessary general direction and broad management coordination required to execute the Project.
- 3.2. The Owner shall designate an individual or individuals who shall have the authority to act on behalf of the Owner under this Contract and who shall be responsible for day-to-day communication between the Owner and the Owner's Project Manager.

- 3.3 Upon satisfactory completion of services performed, the Owner shall make payments to the Owner's Project Manager as provided in Articles 7, 8, 9 and 10.
- 3.4 The Owner shall be responsible for requiring the Contractor or CM at Risk and/or the Designer to comply with their respective contract obligations and to cooperate with the Owner's Project Manager.
- 3.5 The Owner shall provide timely information with respect to its requirements relative to the Project Schedule and the Project Budget, and shall further give timely notice to the Owner's Project Manager of any changes or modifications to the same.
- 3.6 To the extent such data is available, the Owner shall furnish to the Owner's Project Manager existing surveys of the Project site, building plans, borings, test pits, structural, mechanical, chemical or other test data, tests for air and water pollution and for hazardous materials, photographs and utility information. The Owner's Project Manager shall be entitled to reasonably rely upon the sufficiency and accuracy of the information furnished under this Article 3.6, provided that the Owner's Project Manager shall notify the Owner in writing of any deficiencies in such data that the Owner's Project Manager becomes aware of.

ARTICLE 4: RESPONSIBILITIES OF THE OWNER'S PROJECT MANAGER

- 4.1 The Owner's Project Manager shall provide project management services to monitor procurement procedures, design, construction and other related activities and to facilitate, coordinate and manage the Project with respect to timely performance in accordance with the Project Schedule and monitor the quality of services and workmanship and shall recommend courses of action to the Owner when respective contractual requirements are not being fulfilled. Services shall continue through substantial use and occupancy by the Owner, and Project closeout. As part of Basic Services, the Owner's Project Manager shall provide information as requested during final auditing as conducted by the Authority.
- 4.2 The Owner's Project Manager shall perform the services required under this Contract in conformance with applicable federal, state, and local laws, ordinances and regulations.
- 4.3 The Owner's Project Manager shall report to the Owner any act or inaction in connection with the Project which the Owner's Project Manager believes creates a substantial health or safety risk. Notwithstanding the immediately preceding sentence, the Owner's Project Manager shall not assume responsibility for safety precautions and programs in connection with the Project, which shall remain the sole responsibility of the Contractor or CM at Risk, as the case may be.
- 4.4 The Owner's Project Manager shall comply with terms and conditions of all project agreements executed between the Owner and the Authority and any and all administrative directives issued by the Authority now in effect or hereafter promulgated during the term of this Contract, without any additional compensation. The Owner shall reasonably compensate the Owner's Project Manager for complying with any such term or condition or directive, that was not provided to or was not readily available to the Owner's Project Manager prior to such Services being performed and that materially impacts the Owner's Project Manager's scope, or other aspect of its Services, Fee, schedule, or any obligations and responsibilities under this Contract.

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

ARTICLE 5: SUBCONSULTANTS

- 5.1 The Owner's Project Manager may employ Subconsultants, subject to the prior written approval of the Owner and subject to Paragraph 10.3 in order to perform Basic, Extra and Reimbursable services under this Contract. The employment of Subconsultants shall not in any way relieve the Owner's Project Manager from its responsibilities under this Contract. Nor shall the Owner's approval of a Subconsultant in any way relieve the Owner's Project Manager from its responsibilities under this Contract.
- 5.2 Upon request, the Owner's Project Manager shall provide the Owner copies of its agreements with Subconsultants, including amendments thereto, and shall consult with the Owner with respect to the inclusion therein of appropriate terms and conditions to assure timely, efficient and competent performance of the Subconsultants.
- 5.3 No substitution of Subconsultants and no use of additional Subconsultants shall be made without prior written approval of the Owner, which approval shall not be unreasonably withheld.
- 5.4 The OPM shall be responsible for all compensation to be paid to a subconsultant. No Subconsultant shall have recourse against the Owner or the Authority for payment of monies

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

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

ARTICLE 6: TERM AND TIMELY PERFORMANCE

- 6.1 The Owner's Project Manager acknowledges that expeditious completion of the Owner's Project Manager's services and the Project is of the utmost importance to the Owner. The term of this Agreement shall commence on the date stipulated in an Approval to proceed from the Owner. The Owner's Project Manager shall complete the services required under this Contract in a prompt and continuous manner. The Owner's Project Manager shall perform its services in a timely manner and shall not delay the work of the Designer, Contractor or CM at Risk. The Owner's Project Manager shall monitor the performance of the Designer and the Contractor or CM at Risk in accordance with schedules of performance that are established under their contracts with the Owner. The Owner's Project Manager shall immediately advise the Owner, as well as the Designer or the Contractor or CM at Risk, in writing, any time the Owner's Project Manager determines that either the Designer or the Contractor's or CM at Risk's performance is jeopardizing the Project Schedule or the Project Budget.
- 6.2 Time is of the essence in the performance of the Owner's Project Manager's obligations under this Agreement and under any amendment. The Owner's Project Manager agrees that no other work in its organization will be permitted to interfere with its timely performance of the work required under this Agreement or any amendment.
- 6.3 The Owner's Project Manager's services are to be provided in accordance with the time schedule set forth in the Feasibility Study Agreement and the Project Scope and Budget Agreement. If the schedule changes causing the need for revisions to the Owner's Project Manager's services, the Owner's Project Manager shall notify the Owner of the revisions to its services. The Owner shall have the right to extend the term of this Contract by amendment. All the rights and obligations of the parties for such extended periods shall be as set forth in this Contract or in the amendment.

ARTICLE 7: COMPENSATION

- 7.1 For the satisfactory performance of all services required pursuant to this Contract, excluding those services specified under Articles 9 and 10, the Owner's Project Manager shall be compensated by the Owner in an amount up to the Not-to-Exceed Fee for Basic Services, identified on Attachment A. The Owner's Project Manager shall submit invoices on a monthly basis in accordance with the Payment Schedule included as Attachment A. The Owner shall make payments to the Owner's Project Manager within 30 days of the Owner's approval of the invoice, which approval shall not be unreasonably withheld or delayed.
- 7.2 The Fee for Basic Services shall include, but not necessarily be limited to, all labor, overhead, profit, insurance, legal services, transportation, communication expenses, reasonable printing and copying necessary for completion of the Project. The fee for Basic Services also shall include (a) the costs of rebidding and resolicitation of proposals, bids, or

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

- 7.3 When the Owner's Project Manager receives payment from the Owner, the Owner's Project Manager shall promptly make payment to each Subconsultant whose work was included in the work for which such payment was received. The Owner shall have the contractual right to investigate any breach of performance of a Subconsultant and to initiate corrective measures it determines are necessary and in the best interest of the Owner. All contracts between the Owner's Project Manager and its Subconsultants shall include a provision in which the Owner's rights to initiate corrective action shall be stipulated.
- 7.4 The Owner's Project Manager shall be paid the remainder of the Fee for Basic Services, less previous payments, upon acceptance by the Owner of the Certificate of Final Completion and submission of evaluations.

ARTICLE 8: BASIC SERVICES

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

8.1 Project Management (For All Phases)

- 8.1.1 The Owner's Project Manager shall prepare a communication and document control procedure during the Feasibility Study/Schematic Design Phase and continue to update it as specified for the duration of the Project. This procedure shall detail the responsibilities and lines of communication among all Project participants (Owner, Authority, Owner's Project Manager, Designer, Contractor or CM at Risk, Subcontractors, Trade Contractors, Non-Trade Contractors and other consultants, vendors or suppliers) and establish the procedure for correspondence, document control, designer and contractor or CM at Risk submittal logs, change order reporting logs and other tracking logs, as needed. The Owner's Project Manager shall include the Designer in its distribution of the Project Budget, Schedule, Monthly Progress Report and other reports as appropriate and as outlined in the Communications Plan.
- 8.1.1.2 The Owner's Project Manager shall assist the Owner in the preparation of all information, material, documentation, and reports that may be required or requested by the Authority, including without limitation, documentation related to incentive reimbursement percentage points that may be awarded to the Owner by the Authority, requests for reimbursement, and audit materials.
- 8.1.1.3 The Owner's Project Manager shall prepare agendas for and attend school building committee meetings, attend meetings with other representatives of the Owner, municipal administration and the school department, and attend neighborhood meetings relating to the Project, and participate as a member of the Owner's Prequalification Committee. The Owner's Project Manager shall take minutes of all of the above-referenced meetings and promptly distribute minutes of these meetings to the Owner.

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

8.1.2 Project Control

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

8.1.2.1 Project Budget

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

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

8.1.2.2 Cost Estimating

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

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

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

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

8.1.2.3 Project Schedule

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

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

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8.1.3 Monthly Progress Report

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

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8.1.5 MBE/WBE Compliance Monitoring (All Phases)

The Owner's Project Manager shall monitor and report on the Designer's and Contractor's or CM at Risk's compliance with MBE/WBE requirements.

8.1.6 Site Investigations and Environmental Testing

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

8.1.7 Project Records and Reports (All Phases)

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

8.2 Feasibility Study/Schematic Design Phase

8.2.1 Designer Selection

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

- 8.2.1.1 The Owner's Project Manager shall assist the Owner in preparing the schedule for designer selection, advertisement, request for services, selection criteria and other materials required for the application package in accordance with Authority guidelines and submit to the Authority for review and approval prior to advertising.
- 8.2.1.2 The Owner's Project Manager shall record the names and addresses of all designers who request an application package, shall notify all interested designers of any changes to the request for services or application package and shall respond to project specific questions. The Owner's Project Manager shall complete reference checks on all applicants and provide the Owner with a report on the references.
- 8.2.1.3 The Owner's Project Manager shall review each submitted application to be sure it is complete and shall submit the application packages as well as the completed references to the Authority at least two weeks before the targeted Designer Selection Panel meeting.
- 8.2.1.4 The Owner's Project Manager shall present the project particulars and the results of the reference checks to the Authority's Designer Selection Panel.
- 8.2.1.5 The Owner's Project Manager shall assist the Owner in the negotiation of the design contract with the first-ranked firm.

8.2.2 Feasibility Study/Schematic Design

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

- a. Prepare independent construction cost estimates pursuant to Section 8.1.2.2 of this Contract for comparison with the Designer's cost estimates. (Two estimates during Task 8.2.2)

- b. Work with the Owner and Designer to prepare the Project Schedule.
- 8.2.2.1 The Owner's Project Manager shall review the schematic design to recommend Value Engineering Changes (VEC) to the Owner. A Value Engineering Change shall include an analysis of the constructability, cost, quality and schedule impact. The Designer will be responsible for a thorough review and recommendation on the technical merit of any VEC.
 - 8.2.2.2 The Owner's Project Manager shall lead design coordination meetings every two weeks, between the Designer and the Owner and, as required, the Authority, to provide for review and discussion of design/engineering related issues. The Owner's Project Manager shall provide technical assistance to the Owner. The Owner's Project Manager shall take and distribute minutes of these meetings to the Owner.
 - 8.2.2.3 The Owner's Project Manager shall assist in the implementation of additional site evaluation and testing as required by the Designer, including, but not necessarily limited to, site surveys, wetlands evaluation, environmental evaluations, hazardous materials evaluation, subsurface testing (percolation tests, test pits, borings, etc.), destructive testing and other investigative work in the case of renovation projects.
 - 8.2.2.4 The Owner's Project Manager shall monitor the status of the Designer contract including monitoring the schedule of the Designer, provide review and comment of Designer's work product and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the Designer's contract with the Owner are not being fulfilled.
 - 8.2.2.5 The Owner's Project Manager shall meet with the Owner, Designer and other project participants as necessary.
 - 8.2.2.6 The Owner's Project Manager shall assist the Owner with the completion of grant applications for funding for the study of green design strategies and assist by identifying green strategies, as appropriate, for study during this phase. The Owner's Project Manager shall assist the Owner and Designer, as needed, in the preparation of the certification required for Green Schools in accordance with the current edition of the MA-CHPS or LEED for Schools guidelines.
 - 8.2.2.7 The Owner's Project Manager shall assist the Owner in determining the appropriate construction delivery methodology for the Proposed Project. In providing such assistance, the Owner's Project Manager, in conjunction with the Designer, shall advise the Owner on the relative advantages and disadvantages associated with each of the construction delivery methods provided in M.G.L. Chapters 149 and 149A. The services provided by the Owner's Project Manager in assisting and advising the Owner in its determination of the appropriate construction delivery methodology shall be included in Basic Services.

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

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

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

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

ARTICLE 9: EXTRA SERVICES

9.1 General

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

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

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

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

- 9.2.1 Preparing special studies, reports, or applications at the written direction of the Owner, other than those specifically required herein as part of Basic Services;
 - 9.2.2 Assisting in the appeals process of permitting boards or commissions;
 - 9.2.3 Rebidding, resolicitation, or re-advertising for bids, proposals, or qualifications unless made necessary by the fault of the Owner's Project Manager, in which events such rebidding shall be deemed part of Basic Services;
 - 9.2.4 Furnishing services in connection with a bid protest filed in court or with the Office of the Attorney General, provided such activities did not arise due to the fault of the Owner's Project Manager;
 - 9.2.5 Furnishing services in excess of Basic Services made necessary by the termination of the General Contractor or CM at Risk;
 - 9.2.6 Providing consultation with respect to replacement of work damaged by fire or other casualty during construction;
 - 9.2.7 Assisting the Owner in litigation, claims resolution or non-binding mediation arising out of the Designer contract or the construction contract, provided such litigation or claims did not arise due to the fault of the Owner's Project Manager; and
 - 9.2.8 Providing other services requested by the Owner that are not included as Basic Services pursuant to this Contract.
- 9.3 Invoices for Extra Services shall be accompanied by a complete breakdown listing the name, payroll title, date, number of hours by day, hourly rate and extended amount, per specified task of Extra Services performed. Hourly rates shall be in accordance with the Hourly Rate Schedule in Attachment A.

ARTICLE 10: REIMBURSABLE EXPENSES

- 10.1 For coordination and responsibility for the work described in the following paragraphs 10.1.1 and 10.1.2, the Owner's Project Manager shall be reimbursed its actual costs and those of its Subconsultants, supported by invoices or receipts, plus 10%. The following are reimbursable expenses:
- 10.1.1 Certain out of pocket expenses paid by the Owner's Project Manager such as filing fees, and permit fees that are normally paid by the Owner; travel to fabrication or manufacturing locations to identify completed, identified, and stored materials or equipment specifically for the Project; field office furnishings.
 - 10.1.2 Any other specially authorized reimbursement deemed essential by the Owner, in the Owner's sole discretion, in writing.
- 10.2 Non-Reimbursable Items: The Owner shall not reimburse the Owner's Project Manager or its Subconsultants for travel expenses, sustenance, telephone, facsimiles, electronic mails, postage and delivery expenses, unless specifically required elsewhere in this Contract.

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

ARTICLE 11: RELEASE AND DISCHARGE

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

ARTICLE 12: ASSIGNMENT, SUSPENSION, TERMINATION

12.1 Assignment:

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

12.2 Suspension

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

12.3 Termination

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

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

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

- (a) if the Owner, within thirty (30) days following written notice from the Owner's Project Manager of any material default by the Owner under the Contract, shall have failed to cure such default; or
- (b) if, after the Owner's Project Manager has performed all services required during any phase prior to construction, at least six (6) months have elapsed without receipt by the Owner's Project Manager of Approval to proceed with the next Phase of the Project, provided the delay was not the fault of the Owner's Project Manager. This provision shall not apply to an Owner's Project Manager who has received a notice of suspension pursuant to Article 12.2.
- (c) Upon a proper termination by the Owner's Project Manager, the Owner's Project Manager shall be compensated as provided in 12.3.1 above regarding termination without cause.

ARTICLE 13: NOTICES

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

ARTICLE 14: INDEMNIFICATION OF OWNER AND AUTHORITY

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

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

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

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

ARTICLE 15: INSURANCE

- 15.1 The Owner's Project Manager shall obtain and maintain at its sole expense all insurance required by law and as may be required by the Authority and by the Owner under the terms of this Contract. The insurance required hereunder shall be provided at the sole expense of the Owner's Project Manager or its Subconsultant, as the case may be, and shall be in full force and effect for the full term of this Contract between the Owner and the Owner's Project Manager or for such longer period as otherwise required under this Contract.
- 15.2 All policies shall be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth of Massachusetts with a financial strength rating of "A" or better as assigned by A.M. Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the Owner and the Authority.
- 15.3 The Owner's Project Manager and its Subconsultants, shall submit to the Owner original certificates of insurance evidencing the coverage required hereunder, together with evidence that all premiums for such insurance have been fully paid simultaneously with the execution of this Contract. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles/self-insured retentions, and policy effective and expiration dates. The Owner's Project Manager shall submit updated certificates to the Owner and the Authority prior to the expiration of any of the policies referenced in the certificates so that the Owner and the Authority shall at all times possess certificates indicating current coverage. Original certificates shall be provided to the Authority by the Owner's Project Manager upon request by the Authority. Failure by the Owner's Project Manager to obtain and maintain the insurance required by this Section, to obtain all policy renewals, or to provide the respective insurance certificates as required shall constitute a material breach of the Contract and shall be just cause for termination of the services of the Owner's Project Manager under this Contract.
- 15.4 Termination, cancellation, or material modification of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to the Owner and the Authority at least thirty days prior to the effective date thereof, which shall be expressed in said notice.
- 15.5 The Owner's Project Manager shall require by contractual obligation, and shall ensure by the exercise of due diligence, that any Subconsultant hired in connection with the services to be provided under this Contract shall obtain and maintain all insurance required by law and as may be required by the Owner under the terms of this Contract.

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

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

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

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

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

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

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

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

15.8 Professional Liability

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

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

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

15.9 Liability of the Owner’s Project Manager

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

15.10 Waiver of Subrogation

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

ARTICLE 16: OWNERSHIP OF DOCUMENTS

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

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

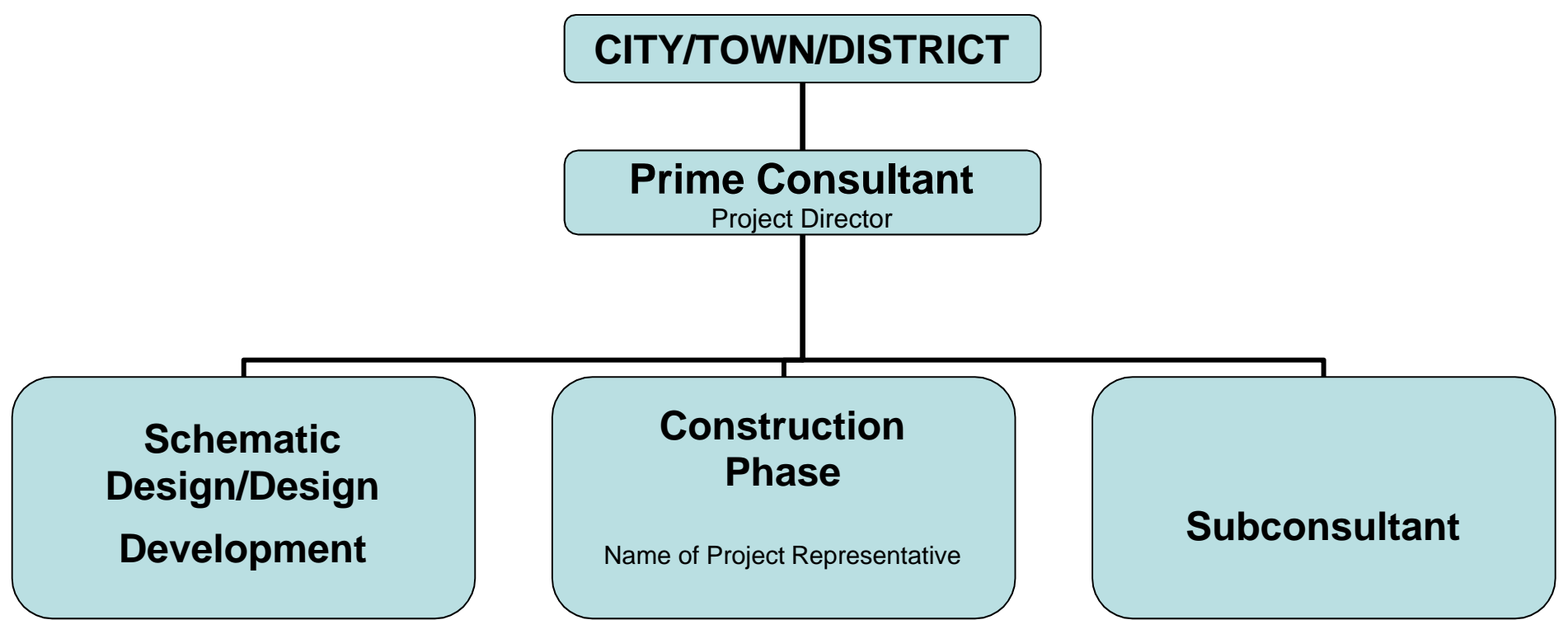
ARTICLE 17: REGULATORY AND STATUTORY REQUIREMENTS

- 17.1 Truth-in-Negotiations Certificate: If the Owner's Project Manager's fee is negotiated, by signing this Contract, the Owner's Project Manager hereby certifies to the following:
- 17.1.1 Wage rates and other costs used to support the Owner's Project Manager's compensation are accurate, complete, and current at the time of contracting; and
 - 17.1.2 The Contract price and any additions to the Contract may be adjusted within one year of completion of the Contract to exclude any significant amounts if the Owner determines that the fee was increased by such amounts due to inaccurate, incomplete or non-current wage rates or other costs.
- 17.2 The person signing this Contract certifies, as a principal or director of the Owner's Project Manager, that the Owner's Project Manager has not given, offered or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Contract; no consultant to or Subconsultant for the Owner's Project Manager has given, offered or agreed to give any gift, contribution or offer of employment to the Owner's Project Manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Owner's Project Manager or Subconsultant of a contract by the Owner's Project Manager; and no person, corporation or other entity, other than a bona fide full-time employee of the Owner's Project Manager, has been retained or hired by the Owner's Project Manager to solicit for or in any way assist the Owner's Project Manager in obtaining this Contract upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Contract .
- 17.3 Revenue Enforcement and Protection Program (REAP): Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, the undersigned certifies under the penalties of perjury that to the best of his/her knowledge and belief that the Owner's Project Manager and the principals thereof are in compliance with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
- 17.4 Interest of Owner's Project Manager: The Owner's Project Manager hereby certifies that it is in compliance with the provisions of General Laws Chapter 268A whenever

- applicable. The Owner's Project Manager covenants that 1) he/she presently has no financial interest and shall not acquire any such interest direct or indirect, which would conflict in any manner or degree with the services required to be performed under this Contract or which would violate M.G.L. Chapter 268A, as amended from time-to-time; 2) in the performance of this Contract, no person having any such interest shall be employed by the Owner's Project Manager; and 3) no partner or employee of the firm is related by blood or marriage to any officer, official, or employee of the Owner, unless approved by the State Ethics Commission.
- 17.5 Equal Opportunity: The Owner's Project Manager shall not discriminate in employment against any person on the basis of race, color, religion, national origin, sex, sexual orientation, age, ancestry, disability, marital status, veteran status, membership in the armed forces, presence of children, or political beliefs. The Owner's Project Manager shall comply with all provisions of Title VI of the Civil Rights Act of 1964 and M.G.L. c.151B.
- 17.6 Certification of Non-Collusion: The Owner's Project Manager certifies under penalties of perjury that its proposal has been made in and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- 17.7 Governing Law: This Contract shall be governed by the laws of the Commonwealth of Massachusetts.
- 17.8 Dispute Resolution: If a dispute arises between the parties related to this Contract, the parties agree to use the following procedures to resolve the dispute: (a) Negotiation. A meeting shall be held between representatives of the parties with decision-making authority regarding the dispute to attempt in good faith to negotiate a resolution of the dispute; such meeting shall be held within fourteen calendar days of a party's written request for such a meeting; (b) Mediation. If the parties fail to negotiate a resolution of the dispute, they shall submit the dispute to mediation as a condition precedent to litigation and shall bear equally the costs of the mediation. The parties shall jointly appoint a mutually acceptable mediator; they shall seek assistance from an independent third party in such appointment if they have been unable to agree upon such appointment within 30 days of the meeting just noted in (a) above; (c) Litigation. If the parties fail to resolve the dispute through mediation, or are unable to convene mediation within 90 days of first attempting to do so, then either party may file suit in accordance with Article 17.9; and (d) This paragraph of dispute resolution provisions shall survive termination of this Contract.
- 17.9 Venue: Any suit by either party arising under this Contract shall be brought only in the a court of competent jurisdiction in the county where the Project is located. The parties hereto waive any argument that this venue is improper or that the forum is inconvenient.

Owner's Project Manager Application Form - May 2008	
1. Project Name/Location for Which Firm is Filing:	
1a. MSBA Project Number:	
2a. Respondent, Firm (Or Joint-Venture) - Name And Address Of Primary Office To Perform The Work:	2b. Name And Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:
2c. Date Present And Predecessor Firms Were Established:	2d. Name And Address Of Parent Company, If Any:
2e. Federal ID #:	2f. Name of Proposed Project Director:
3. Personnel From Prime Firm Included In Question #2 Above By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline):	
Admin. Personnel _____	Cost Estimators _____
Architects _____	Electrical Engrs. _____
Acoustical Engrs. _____	Environmental Engrs. _____
Civil Engrs. _____	Licensed Site Profs. _____
Code Specialists _____	Mechanical Engrs. _____
Construction Inspectors _____	Other _____
Total _____	
4. Has this Joint-Venture previously worked together? <input type="checkbox"/> Yes <input type="checkbox"/> No	

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



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

7a Past Performance: List all Completed Projects, in excess of \$1.5 million, for which the Prime Applicant has performed, or has entered into a contract to perform Owner's Project Management Services for all Public Agencies within the Commonwealth within the past 10 years.

a. Project Name And Location Project Director	b. Brief Description Of Project And Services (Include Reference To Areas Of Similar Experience)	c. Project Dollar Value	d. Completion Date (Actual Or Estimate)	e. On Time (Yes Or No)	f. Original Construction Contract Value	g. Change Orders	h. Number of Accidents and Safety Violations	i. Dollar Value of any Safety fines	j. Number And Outcome Of Legal Actions
(1)									
(2)									
(3)									
(4)									
(5)									

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

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

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

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

9. Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Subconsultants. If Needed, Up To Three, Double-Sided 8 ½" X 11" Supplementary Sheets Will Be Accepted. **APPLICANTS ARE REQUIRED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED.**

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

Submitted By _____ Printed Name And Title _____ Date _____
(Signature)

Attachment D

Required Certification:

Certifications/Additional Docs Required:

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

Revised September 07, 2010

Page 22 of 22

File:Jpedulla/share/rfp rfb/ RFS, POM, MSBA Oct 15,15 Final

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

In accordance with M.G.L. Chapter 30, Section 39R, the undersigned successful bidder states that its system of internal accounting controls and that of its subsidiaries reasonably assure (1) that transactions are executed in accordance with management's general and specific authorization; (2) that transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles, and to maintain accountability for assets; (3) that access to assets is permitted only in accordance with management's general or specific authorization, and (4) that the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

Executed this _____ day of _____, _____

On behalf of _____
(Name of Successful Bidder)

(Address and telephone of Successful Bidder)

(Name and title of person signing statement)

By: _____
(Signature)

CERTIFIED PUBLIC ACCOUNTANT STATEMENT

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

(Signature)

(Business name, address and telephone number)

**Certificate of Authority
(Corporations Only)**

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

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

(Insert Full Name of Corporation)

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

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

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

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

(Insert Name of Officer from Line 2) (Insert Title of Officer from Line 2)

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

4. **ATTEST:**

Signature: _____
(Clerk or Secretary)

AFFIX CORPORATE SEAL HERE

Printed Name: _____

Printed Title: _____

Date: _____
(Date Must Be on or after Date Officer Signed Contract/Bonds)

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

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

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

(Complete Name of Limited Liability Company)

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

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

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

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

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

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

5. **Signature:** _____

Printed Name: _____

Printed Title: _____

Date: _____

CERTIFICATE OF GOOD STANDING

TO: Vendor

FROM: Purchasing Department

RE: **CERTIFICATE OF GOOD STANDING**

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

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

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

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

IMPORTANT NOTICE

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

Thank You,

Purchasing Department

INSURANCE SPECIFICATIONS

INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

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

A. GENERAL LIABILITY - Comprehensive Form

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

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

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

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

EMPLOYERS' LIABILITY.....\$Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$STATUTORY

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

Certificate Should Be Made Out To:

Joseph Pedulla, CPO
Purchasing Department
Waltham City Hall
610 Main Street
Waltham, MA 02452

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

INSURANCE SPECIFICATIONS
INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

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

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

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

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

EMPLOYERS' LIABILITY.....\$ Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$STATUTORY

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

CERTIFICATE SHOULD BE MADE OUT TO:

**City of Waltham
Purchasing Department
610 Main Street
Waltham,, MA 02452**

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

Non-Collusion Form and Tax Compliance Certification

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

A. NON-COLLUSION FORM

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

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

Signature: (Individual Submitted Bid or Proposal) Duly Authorized

Name of Business or Entity: _____

Date: _____

B. TAX COMPLIANCE CERTIFICATION

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

Signature: (Duly Authorized Representative of Vendor)

Name of Business or Entity: _____

Social Security Number or Federal Tax ID#: _____

Date: _____

REFERENCE FORM

Bidder: _____

RFS Title: _____

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

1

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Email: _____

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

2

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Email: _____

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

3

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Email: _____

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

