



**MINUTEMAN**  
A REVOLUTION IN LEARNING

## SCHOOL BUILDING COMMITTEE MEETING

Monday September 26, 2016 5:30 PM Paul Revere Room, Minuteman High School

### AGENDA

1. Call to Order
2. Approval of Past Minutes 5.23.16
3. Review of District Wide Election Vote
4. Review of Design Team's Schedule
5. Design Team Contracts
  - Vote: To Authorize Continued Services (Skanska Contract Amendment #2)
  - Vote: To Approve Contract for Designer Services (KBA Contract Amendment #1)
6. Adjournment

## **Draft Minutes**

Minuteman School Building Committee Meeting

Monday May 23, 2016 5:00 PM Paul Revere Room, Minuteman High School

Present: Ford Spalding, Ed Bouquillon, Brian Solywoda, Mary Ann Williams, Dana Ham, Don Lowe, Frank Cannon, David Frizzell, Mike Lawson, Alice Kaufman, Jack Weis, Mike Majors, Kevin Mahoney, Peter Sugar, Marianne Cooley

### **1. Call to Order**

The meeting was called to order at 5:01PM.

### **2. Approval of Past Minutes (3.14.16)**

The following vote was taken:

Moved (Bouquillon) and seconded (Lowe)

To approve the past minutes of 3.14.16

Vote: Unanimous

### **3. Approval of Invoices**

There were no invoices to approve.

### **4. Discussion on Town Meeting Results and MSBA Process/Next Steps**

Ford Spalding updated the School Building Committee on the Town Meeting results regarding funding the building project, and posed the question of how to work together to get Belmont to "Yes".

Jack Weis reported that the fundamental issue in Belmont is size and cost. He explained their opposition to building a school for 628 students when a current average enrollment is 331, and noted that their projected enrollment is too low relative to the cost.

Ford expressed that Belmont needs more information, particularly regarding the new marketing/recruitment effort under way, and the effort to get additional towns to join. He noted that Belmont had expressed they could not afford the project given their other capital needs, but there was no discussion on the impact of the educational plan, and the non-MSBA option.

Ed Bouquillon updated the School Building Committee on the failed vote policy, and explained that he had sent a letter to MSBA requesting an extension of the Feasibility Study for another 180 days (6 months). He explained that MSBA will need to approve this extension, and if they do not, the District will have to start the process all over again. He also noted that there is a plan to convene a stakeholders meeting with local officials of the 10 remaining towns.

He explained the District's 2 options: To approve bonding under 16 (d), and that if a town votes no, proceed under 16 (n). Discussion ensued to clarify the withdrawal option under 16 (n). Mary Ann Williams estimated that with approval under 16 (d) being delayed, the District will lose \$3-6M in building escalation costs.

Maryanne Cooley pointed out that the Regional Agreement and the Building Project are separate, and Belmont officials were surprised by the 15-1 support of the project. Jack Weis noted that he had

advocated that the District go through the 16 (d) Town Meeting process. He pointed out that Minuteman provides resources to Belmont that cannot be replicated, and that he has no desire to withdraw at this point. Maryanne Cooley added that representatives from all Boards of Selectmen need to get together to see what the options are after the Arlington override vote, tentatively set for June 14.

Frank Cannon wondered why MSBA would support a smaller school, if they will then need to fund a building project to support the overload of students who would not get in. There was then a discussion about the impact of enrollment and the impact of eliminating programs.

Ed pointed out that MSBA will not support a school for fewer than 628 students. He noted that he will invite MSBA, DESE, and NEASC representatives to the stakeholders meeting to address any and all questions.

Ford pointed out that he will not call another meeting until there is some clear direction established for the future of the project. He may work with Mary Ann Williams and Dana Ham on the Non-MSBA Option. Jack Weis suggested that the costs be broken down so that trigger costs, scope of work, and associated costs are clear. Mary Ann Williams pointed out that this material is already on the website.

## **5. Adjournment**

The meeting was adjourned at 5:56 PM.

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Kevin Mahoney, Recorder

**ATTACHMENT B**

**CONTRACT FOR PROJECT MANAGEMENT SERVICES**

**AMENDMENT NO. 2**

**WHEREAS**, the Minuteman Regional Vocational School District (“Owner”) and Skanska USA Building, Inc., (the “Owner’s Project Manager”) (collectively, the “Parties”) entered into a Contract for Project Management Services for the New Minuteman Regional Vocational High School Project at 758 Marrett Road, Lexington Massachusetts School on December 3, 2012 “Contract”; and

**WHEREAS**, effective as of September 26, 2016, the Parties wish to amend the Contract, as amended:

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

1. The Owner hereby authorizes the Owner’s Project Manager to perform services for the Design Development Phase, the Construction Phases, and the Final Completion Phase of the Project, pursuant to the terms and conditions set forth in the Contract, as amended.
2. For the performance of services required under the Contract, as amended, the Owner’s Project Manager shall be compensated by the Owner in accordance with the following Fee for Basic Services:

<b>Fee for Basic Services:</b>	<b>Original Contract</b>	<b>After this Amendment</b>
Feasibility Study Phase	<u>\$ 175,200</u>	<u>\$ 175,200</u>
Schematic Design Phase	<u>\$ 75,000</u>	<u>\$ 75,000</u>
Design Development Phase	<u>\$ NA</u>	<u>\$ 288,255</u>
Construction Document Phase	<u>\$ NA</u>	<u>\$ 528,468</u>
Bidding Phase (NA Reimbursable \$1,250)	<u>\$ NA</u>	<u>\$ 180,961</u>
Construction Phase	<u>\$ NA</u>	<u>\$ 2,831,788</u>
Completion Phase	<u>\$ NA</u>	<u>\$ 92,261</u>
<b>Total Fee</b>	<u>\$ 250,200</u>	<u>\$ 4,171,933</u>

This Amendment is a result of: a continuation of services and time extension.

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3. The Construction Budget shall be as follows:

Original Budget: \$ 250,200

Amended Budget \$ 4,171,933

4. The Project Schedule shall be as follows:

Original Schedule: September 27, 2016 – October 4, 2021

Amended Schedule NA

5. The Authority's standard OPM Contract Amendment for *CM RISK*, which is attached hereto and incorporated by reference herein, is made a part of the Contract in its entirety.

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

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

**OWNER**

Dr. Edward Bouquillon  
(print name)

Superintendent, Minuteman Regional Vocational Technical School District  
(print title)

By \_\_\_\_\_  
(signature)

Date \_\_\_\_\_

**OWNER'S PROJECT MANAGER**

Michael Benedetto  
(print name)

Vice President/Regional Director  
(print title)

By \_\_\_\_\_  
(signature)

Date \_\_\_\_\_

***THE SCOPE OF SERVICES ADDED BY THIS AMENDMENT IS FOR A CM AT RISK PROJECT ONLY. THE SCOPE OF SERVICES SPECIFIED BELOW INCLUDES ARTICLES 8.1, 8.3, 8.4, 8.5, 8.6, 8.7 AND 8.8. THE SERVICES SPECIFIED IN ARTICLE 8.1 HEREIN ARE INTENDED TO SUPPLEMENT (OR BE ADDITIVE) AND NOT SUPERCEDE ARTICLE 8.1 IN THE ORIGINAL STANDARD CONTRACT BETWEEN THE PARTIES.***

## **ARTICLE 8: BASIC SERVICES**

In addition to those Basic Services included in the original Contract between the Parties, the Owner's Project Manager shall perform the following Basic Services during the Design Development/Construction Documents/Bidding/Construction/Completion Phases:

### **8.1 Project Management**

8.1.1 A draft of the communication plan shall be submitted to the Owner for approval within 30 days of the Approval to proceed to Design Development/Construction Documents/Bidding Phase and be further updated (a) as needed to include the award of a construction contract and (b) no later than 30 days after Approval to proceed to the Construction Phase. 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. 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. The Owner's Project Manager shall be responsible for taking minutes of all of the above-referenced meetings and distributing them to the Owner until such time as the Owner has given the CM at Risk a Notice to Proceed pursuant to an Owner-CM at Risk contract in which case, the CM at Risk shall be responsible for taking minutes. On behalf of the Owner, the Owner's Project Manager shall review the minutes prepared by the CM at Risk for accuracy and completeness and shall advise the Owner accordingly.

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, CM at Risk, equipment vendors and all other prime contractors and suppliers and make recommendations to the Owner relative to amounts due.

### **8.1.2 Project Control**

During the Design Development/Construction Documents/Bidding Phase, the Owner's Project Manager shall monitor and report to the Owner and the Authority

any changes to the Project Budget and Schedule established in the Owner-Authority Project Scope and Budget Agreement or the Project Funding Agreement.

#### 8.1.2.1 Project Budget

The Owner's Project Manager will use the baseline Project Budget as the Project control against which all Designer estimates, contractor bids, Guaranteed Maximum Price (if applicable), and other cost information will be measured. 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 as specified in each Design phase (design development and construction documents), until such time as the CM at Risk has been given a Notice to Proceed. The Owner's Project Manager shall record and track the cost estimates at each Design phase and submit this information with each design submittal due to the Authority using the Authority's Cost Estimate Comparison Spreadsheet. 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 the CM at Risk 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.

The Owner's Project Manager shall review all construction cost estimates (design development and construction documents) provided by the Designer and/or the CM at Risk; provide advice, consultation, guidance and assistance to the Owner concerning said construction cost estimates; and work with the Designer and the CM at Risk as necessary to reconcile any variances in the construction cost estimates provided by each of them.

#### 8.1.2.3 Project Schedule

The Owner's Project Manager shall submit this detailed baseline Project Schedule to the Owner and the Authority within 30 days of Approval to proceed to the Design Development/Construction Documents/Bidding Phase. The Owner's Project Manager shall maintain and update the Project Schedule

throughout the term of this Contract. The Owner's Project Manager shall assess the actual progress of the Project relative to the baseline Project Schedule and report any variances from the baseline Project Schedule as part of the Monthly Progress Report.

In the event that actual progress of the Project varies from the baseline Project Schedule, the Owner's Project Manager shall consult with the Designer and the CM at Risk and make appropriate recommendations to the Owner relative to actions that should be taken by the Designer or the CM at Risk to achieve the baseline Project Schedule and/or recommend revisions to the Project Schedule. The Owner's Project Manager shall not be responsible for delays caused by the Designer, CM at Risk, or Subcontractors, or the employees, agents or subconsultants of the Designer, CM at Risk, or Subcontractors.

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

#### 8.1.2.4 Construction Schedule

The CM at Risk shall be responsible for preparing and updating its construction schedule on a monthly basis. The Owner's Project Manager shall meet once each month with the CM at Risk, and Designer to review and update its schedule, develop the monthly progress information to support the CM at Risk's payment estimate, and monitor the CM at Risk's performance for compliance with its contract.

The Owner's Project Manager shall notify the Owner of and include in its Monthly Progress Report any significant changes or delays to the construction schedule. The Owner's Project Manager shall make appropriate recommendations to the Owner relative to the actions that should be taken by the CM at Risk and/or advise the Owner when liquidated damages, if included in the CM at Risk contract, are anticipated to be incurred.

#### 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, 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, CM at Risk's safety performance, Designer's QA/QC, CM at Risk's environmental compliance, community issues, Designer and 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.



#### 8.1.4 Change Order and Claims Administration

The Owner's Project Manager shall review and coordinate its review with the Designer and make specific document and processing recommendations to the Owner, consistent with the General Laws and the construction contract documents, which minimize change order and claims processing costs and time. Services provided by the Owner's Project Manager shall include:

##### 8.1.4.1 Change Order Administration

- 8.1.4.1.1 Review all CM at Risk proposals for change orders and supporting schedules for time extension requests. For change orders in excess of \$100,000, prepare independent cost estimate analysis with associated schedule impact.
- 8.1.4.1.2 Initiate, conduct, and document negotiations through a memorandum of negotiations with the CM at Risk.
- 8.1.4.1.3 For all change order requests by the CM at Risk, make recommendations to the Owner for their modification, acceptance or rejection and provide an analysis and recommendation regarding the cost.
- 8.1.4.1.4 Prepare and finalize any documentation required for processing change orders including a summary of the Owner's Project Manager's review of the reasonableness of the costs and documentation to support or reject the change.
- 8.1.4.1.5 Maintain a status report system for logging and tracking change orders, claims, and disputes to resolution. At a minimum, monthly reports shall include contract number, description of change order or claim, reason for change, date initiated, magnitude of estimated cost, actions required (identification of action parties and response dates) and status. This report shall be included in the Monthly Progress Report.

##### 8.1.4.2 Claims and Disputes Management

- 8.1.4.2.1 Implement a claims management procedure consistent with the construction contract documents.
- 8.1.4.2.2 Analyze CM at Risk claims and propose recommendations to the Owner in support of the Owner's obligations under the claims article of the construction contract documents. Prepare responsive positions in coordination with the Owner, and obtain appropriate input from the Designer and/or CM at Risk.
- 8.1.4.2.3 In the event that a dispute arises between the CM at Risk, and/or any Subcontractors, and/or the Designer, including, but not necessarily limited to, disputes regarding the performance, quality, acceptability, fitness and rate of progress of the Project or the requirements of the Designer's contract or the CM at Risk's construction contract(s), the Owner's Project Manager shall report any such claims, disputes or other

matters in question relating to the performance by the CM at Risk, Subcontractor, Designer or vendor to the Owner and the Authority in writing as soon as reasonably possible.

- 8.1.4.2.4 The Owner's Project Manager shall take all reasonable efforts designed to resolve any such claims, disputes, or other matters in question.

## 8.2 INTENTIONALLY LEFT BLANK

Design Development/Construction Documents/Bidding Phase

## 8.3 **CM at Risk Prequalification and Selection,**

### 8.3.1 General

When directed by the Owner, the Owner's Project Manager shall assist and advise the Owner in the selection of a Construction Manager at Risk ("CM at Risk") in accordance with the provisions of M.G.L. c. 149A §§5 and 6, the applicable regulations and procedures promulgated by the Inspector General, and all other applicable law.

The Owner's Project Manager shall serve as a member of the Owner's CM at Risk Prequalification Committee and CM at Risk Selection Committee, as required by M.G.L. c. 149A §§5 and 6, and shall provide advice and assistance to the Owner and to said committees in relation to the CM at Risk selection process in accordance with the provisions of M.G.L. c. 149 §§ 5 & 6, the applicable regulations and procedures promulgated by the Inspector General, and all other applicable law.

### 8.3.2 CM at Risk Prequalification, Public Notice, Solicitation and Advertisement

- 8.3.2.1 The Owner's Project Manager shall assist and advise the Owner in the proper administration and coordination of the CM at Risk prequalification process, including but not limited to the preparation of the request for qualifications ("RFQ") and the preparation of the public notice, solicitation, and advertisement for responses to the RFQ in accordance with the provisions of M.G.L. c. 149A, § 5, and the applicable regulations and procedures promulgated by the Inspector General.
- 8.3.2.2 The Owner's Project Manager shall assist and advise the Owner in preparing evaluation procedures and criteria for selecting the CM at Risk in accordance with the provisions of M.G.L. c. 149, §5.
- 8.3.2.3 The Owner's Project Manager shall assist and advise the Owner in preparing a specific description of the scope of services expected of the selected CM at Risk during the design, pre-construction, and construction phases of the project.
- 8.3.2.4 The Owner's Project Manager shall assist and advise the Owner in the preparation of the public notice, solicitation, and advertisement for the RFQ.

- 8.3.2.5 The Owner's Project Manager shall distribute the Request for Qualifications to responding CM at Risk firms.
- 8.3.2.6 The Owner's Project Manager shall assist and advise the Owner in reviewing all CM at Risk responses to the Request for Qualifications and make recommendations to the Owner regarding the selection of CM at Risk firms prequalified to submit a Statement of Qualifications for review by the Prequalification Committee.

### 8.3.3 Evaluation of CM at Risk Statements of Qualifications

- 8.3.3.1 As a member of the Owner's CM at Risk prequalification committee and on behalf of the Owner, the Owner's Project Manager shall review and evaluate in conjunction with the Prequalification Committee the Statements of Qualifications received from CM at Risk firms on the basis of the evaluation criteria established in the Request for Qualifications.
- 8.3.3.2 The Owner's Project Manager shall advise and assist, and make appropriate recommendations to, the Owner and the Prequalification Committee regarding the selection of qualified CM at Risk firms to receive a Request for Proposals ("RFP") from the Owner in accordance with the provisions of M.G.L. c. 149A, § 5(f) and the applicable regulations and procedures promulgated by the Inspector General.
- 8.3.3.3 Pursuant to G. L. c. 149A, §5(f), in the event that the Prequalification Committee is unable to identify a minimum of three (3) qualified CM at Risk firms, at the Owner's direction, the Owner's Project Manager shall assist and advise the Owner in re-advertising the Request for Qualifications or, in the alternative, at the direction of the Owner, assist and advise the Owner in procuring the project pursuant to M.G.L. c. 149, §§ 44A - 44J.

### 8.3.4 CM at Risk Request for Proposals ("RFP"), Issuance, Evaluation, Ranking

- 8.3.4.1 The Owner's Project Manager shall assist and advise the Owner in the proper administration and coordination of the request for proposals ("RFP") process, including, but not limited to, the preparation and issuance of the RFP; the evaluation of the technical and cost proposals; the selection and ranking of CM at Risk firms; review and analysis of cost proposals; non-fee negotiations; and record-keeping, in accordance with the provisions of M.G.L. c. 149, § 6 and the applicable regulations and procedures promulgated by the Inspector General.
- 8.3.4.2 As a member of the Owner's CM at Risk selection committee, the Owner's Project Manager shall review and evaluate the RFP's received from prequalified CM at Risk firms on the basis of the evaluation criteria included in the RFP.
- 8.3.4.3 The Owner's Project Manager shall coordinate the evaluation of the RFP's received on behalf of the Prequalification Committee and make recommendations regarding the evaluation and ranking of RFP's and the

conduct of interviews, if any, in accordance with the provisions of M.G.L. c. 149A, § 6(d), and the applicable regulations and procedures promulgated by the Inspector General.

- 8.3.4.4 If the proposal of the best qualified CM at Risk firm exceeds the budget established in the Project Scope and Budget Agreement or the Project Funding Agreement, as the case may be, the Owner's Project Manager shall consult with the Owner and Designer and make recommendations to the Owner in regard to maintaining the Project Budget which may include, consistent with Massachusetts public construction laws, reviewing and recommending the acceptance of alternatives, re-advertising for a CM at Risk, or seeking additional funding from the City/Town/Regional District.

#### 8.3.5 Negotiations, Contract Award, Guaranteed Maximum Price

- 8.3.5.1 The Owner's Project Manager shall provide advice, consultation, guidance and assistance to the Owner and the CM at Risk Selection Committee in non-fee negotiations with the prequalified CM at Risk firms until the Selection Committee has reached an acceptable contract with one of said firms in accordance with M.G.L. c. 149A § 6(2)(e).
- 8.3.5.2 The Owner's Project Manager shall provide advice, consultation, guidance and assistance to the Owner in the preparation and execution of the Owner-CM at Risk contract.
- 8.3.5.3 The Owner's Project Manager shall obtain from the CM at Risk and maintain on file any required performance and payment bonds, including, but not limited to, those in the amount of the Guaranteed Maximum Price ("GMP") in accordance with M.G.L. c. 149A, §§ 5(a) & 7(b)(4) and those in the full amount of trade contracts in accordance with M.G.L. c. 149A, § 8; any required insurance certificates; and any other documents and certificates required by law or by the provisions of the Owner-CM at Risk contract.
- 8.3.5.4 The Owner's Project Manager shall provide advice, consultation, guidance and assistance to the Owner in negotiating amendments to the to the CM at Risk contract to incorporate the scope and cost of early delivery work in accordance with the provisions of M.G.L. 149A, §§5-8, and the applicable regulations and procedures promulgated by the Inspector General.
- 8.3.5.5 The Owner's Project Manager shall provide advice, consultation, guidance and assistance to the Owner in the negotiation of the GMP in accordance with M.G.L. c. 149A, §7, and the applicable regulations and procedures promulgated by the Inspector General. The OPM shall verify that the GMP is consistent with the requirements of the CM at Risk contract and that the CM at Risk has implemented an adequate cost control system to provide verification that all costs incurred within the GMP are true and actual in accordance with the CM at Risk contract.
- 8.3.5.6 The Owner's Project Manager shall provide the CM at Risk, Designer, Owner and the Authority with required copies of executed construction contract documents.

- 8.3.5.7 Once the CM at Risk has been given a Notice to Proceed and begins preparing meeting minutes on behalf of the Owner in accordance with Article 8.1.1.3, the Owner's Project Manager shall review the minutes prepared by the CM at Risk for accuracy and completeness and shall advise the Owner accordingly.
- 8.3.5.8 Pursuant to M.G.L. c. 149A, § 7(b)(4), in the event the Owner is unable to negotiate an acceptable GMP with a CM at Risk, at the direction of the Owner, the Owner's Project Manager shall provide advice, consultation, guidance and assistance to the Owner in negotiating with the next highest ranked proposer and, if directed by the Owner, in procuring the Project in accordance with Chapter 149, §§ 44A-44J.
- 8.3.5.9 The Owner's Project Manager shall assist and advise the Owner and the Designer in preparing and sending the Notice to Proceed to the Construction Manager at Risk

#### 8.4 Design Development

##### 8.4.1 General

During the Design Development Phase, the Owner's Project Manager shall be responsible for maintaining and updating the Project Budget and Schedule, oversight of both the Designer and CM at Risk, the review of all Designer submittals, coordination with the Authority's Commissioning Consultant, and, if the Owner has not yet contracted with a CM at Risk, the development of a construction cost estimate for comparison with the Designer's cost estimates. If the Owner has given the CM at Risk a Notice to Proceed pursuant to the Owner-CM at Risk contract, the Owner's Project Manager shall review any construction cost estimates provided by the Designer and/or the CM at Risk and provide such advice, consultation, guidance and assistance to the Owner concerning said construction cost estimates as is reasonable and necessary.

The Owner's Project Manager shall consult with the CM at Risk on the design of the Project and work together and in harmony with the CM at Risk and Designer in a manner consistent with the Owner's best interests to develop a design that conforms to provisions of the Project Scope and Budget Agreement and the Project Funding Agreement.

The Designer shall remain responsible for the design requirements and design criteria for the Project. Unless otherwise directed by the Owner, nothing in this section shall be construed as an assumption of duties or responsibilities of the Designer or CM at Risk by the Owner's Project Manager.

- 8.4.2 The Owner's Project Manager shall continue to oversee the activities and responsibilities of the Designer in the further development of the scope, schedule and budget including a general review of the Designer's detailed scaled plans, elevations and sections of all aspects of the design. The Owner's Project Manager shall:
  - a. Review and reconcile the construction cost estimates of the Designer and the CM at Risk. In the event that the Owner has not executed a contract with a CM at Risk by the end of the Design Development Phase, the Owner's

Project Manager shall prepare an independent construction cost estimate for comparison with the Designer's cost estimate.

- b. Work with the Owner, Designer and CM at Risk to update the Project Budget and Schedule.

8.4.3 The Owner's Project Manager shall monitor and coordinate the schedule, technical accuracy, efficiency, coordination, and constructability of the Project and cost-effectiveness of all designs, drawings, reports, estimates and other work furnished by the Designer, 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.

8.4.4 The Owner's Project Manager shall promptly review all Designer submissions and shall meet with the Designer and CM at Risk as necessary to discuss and resolve all issues with the Designer's submissions. The Owner's Project Manager shall review any recommendations made by the CM at Risk with respect to the drawings, specifications and other design documents produced by the Designer and shall meet with the Designer and the CM at Risk as necessary to discuss and resolve all issues raised by the CM at Risk's recommendations. Upon completion of its review, the Owner's Project Manager shall recommend that the Owner: 1) approve the submission as made; 2) approve that part of the submission that is acceptable and reject the remainder; 3) reject the submission; or 4) require the Designer to submit additional information or details in support of its submission.

8.4.5 The Owner's Project Manager shall coordinate the timely review of the design between the Designer, CM at Risk, and the Commissioning Consultant. The Owner's Project Manager shall be responsible for providing the necessary documents to the Commissioning Consultant for its review, distributing review comments made to the Designer, Owner, CM at Risk, and the Authority and coordinate the timely resolution and incorporation of the Commissioning Consultant's recommendations. The Owner's Project Manager shall not be responsible for the Commissioning Consultant's performance, but if the Owner's Project Manager becomes aware of any performance or lack of performance issues with the Commissioning Consultant, the Owner's Project Manager shall immediately notify the Owner and the Authority of such issues.

8.4.6 The Owner's Project Manager shall oversee the activities and responsibilities of the CM at Risk during design development in regard to constructability review, schedule development, cost estimates and other responsibilities set forth in the Owner-CM at Risk Contract and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the CM at Risk's contract with the Owner are not being fulfilled.

8.4.7 Early Delivery of Construction Bid Documents

During the Design Development Phase the Owner may request the Designer to prepare early bid packages of final Construction Documents for the site work, demolition, structural steel, excavation, and foundation work, and other elements of the work.

The Owner's Project Manager shall work with the Designer and CM at Risk to develop a schedule for the delivery of early bid packages of final Construction Documents for the site work, demolition, structural steel, excavation, and foundation work, and other elements of the work as directed. The Owner's Project Manager shall provide the resources necessary to support the timely and accurate completion of early bid packages.

The Owner's Project Manager shall assist the Owner in negotiating amendments to the Owner-CM at Risk Contract to incorporate the scope and cost of the early delivery work in accordance with M.G.L. c. 149A, §7.

## 8.5 Construction Documents

- 8.5.1 The Owner's Project Manager shall continue to oversee the activities and responsibilities of the Designer and CM at Risk during the preparation of complete construction specifications and drawings in order to maintain consistency with the Project Scope and Budget Agreement and the Project Funding Agreement.

The Owner's Project Manager shall continue to monitor the schedule of the Designer and CM at Risk.

- 8.5.2 The Owner's Project Manager shall meet with the Designer and CM at Risk as necessary to discuss and resolve all issues with the construction documents. The Owner's Project Manager shall monitor and review the performance of the CM at Risk in its review of the construction documents for, among other things, conciseness, clarity consistency, constructability, maintainability/operability, coordination among the trades, coordination between the specifications and drawings, bid-ability, compliance with M.G.L. c.149A for procurement, installation and construction, and sequence of construction and for quality, cost, and schedule improvements. The Owner's Project Manager shall review any recommendations made by the CM at Risk with respect to the construction documents produced by the Designer and shall meet with the Designer and the CM at Risk as necessary to discuss and resolve all issues raised by the CM at Risk's recommendations. The Owner's Project Manager shall:

- a. Review and reconcile the construction cost estimates of the Designer and the CM at Risk
- b. Provide advice, consultation and guidance to the Owner relative to value engineering recommendations and other recommendations made by the CM at Risk relative to the construction documents.
- c. Work with the Owner, Designer, and CM at Risk to update the construction budget and schedule.

- 8.5.3 The Owner's Project Manager shall provide advice, consultation and guidance to the Owner and the Designer relative to the Trade Contractor and Non-Trade Contractor prequalification and selection process pursuant to M.G.L. c. 149A § 8,

including participation as a member of the Owner's Prequalification Committee if directed by the Owner.

- 8.5.4 The Owner's Project Manager shall review the information provided by the CM at Risk on Trade and Non-Trade Contractor scope of work pursuant to M.G.L. c. 149A § 8, paying particular attention to the contract drawings and specifications prepared for Trade Contractors. The Owner's Project Manager shall fully understand the delineation of work as determined by the CM at Risk and the Designer between Trade and Non-Trade Contractors for the purpose of verifying the actual costs of such scopes of work.
- 8.5.6 The Owner's Project Manager's review of the construction documents shall also include, but not be limited to, any concerns of the Owner's Project Manager and/or the Owner relative to access, usable area, parking, utilities, anticipated noise sources during construction and identification of field offices, facilities, supplies and equipment.
- 8.5.7 The Owner's Project Manager shall coordinate the timely review of the construction documents by the Commissioning Consultant to determine that plans and specifications include the recommendations made during design development in regard to materials selection, installation and testing criteria in regard to commissioning and start-up and provide adequate information and allow sufficient time for functional and system testing.
- 8.5.8 The Owner's Project Manager shall monitor the schedule of the Designer, provide review and comment of the 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.
- 8.5.9 The Owner's Project Manager shall monitor the schedule of the CM at Risk, provide review and comment of CM at Risk's work product and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the CM at Risk's contract with the Owner are not being fulfilled.

## 8.6 Bidding Phase

### 8.6.1 General

The Owner's Project Manager shall provide advice, consultation, guidance and assistance to the Owner in the proper administration and coordination of the Trade Contractor prequalification and selection process and the Non-Trade Contractor selection process in accordance with the provisions of 149A, § 8, the applicable regulations and procedures promulgated by the Inspector General, and all other applicable law, including participation as a member of the Owner's Trade Contractor prequalification committee if directed by the Owner.

The Owner's Project Manager shall monitor the activities and responsibilities of the Designer and the CM at Risk in the Trade



Contractor prequalification and selection process and the Non-Trade Contractor selection process.

8.6.2 CM at Risk Trade Contractor Selection Process

8.6.2.1 Trade Contractor Prequalification

8.6.2.1.1 The Owner's Project Manager shall assist and advise the Owner in the development of a prequalification and selection process for both Trade Contractors and Non-Trade Contractors that have been identified by the Owner in accordance with Chapter 149A, Section 8.

8.6.2.1.2 The Owner's Project Manager shall review the information provided by the CM at Risk describing the work to be required of each Trade Contractor and shall assist and advise the Owner and Designer in the preparation of the Request for Qualifications for Trade Contractors to be used to solicit responses from eligible Trade Contractors and to prequalify Trade Contractors for participation in the Project.

The Owner's Project Manager shall assist and advise the Owner and the Designer in the public notice, solicitation, and advertisement of the Request for Qualifications for Trade Contractors.

8.6.2.1.3 The Owner's Project Manager shall assist and advise the Trade Contractor Prequalification Committee and the Owner in reviewing and scoring all Trade Contractor responses to the Request for Qualifications and make recommendations to the Trade Contractor Prequalification Committee and the Owner regarding the selection and notification of Trade Contractors prequalified to submit a bid on the Project in accordance with the provisions of M.G.L. 149A, § 8(a) –(i).

8.6.2.2 Request for Bids for Trade Contractor Services

The Owner's Project Manager shall assist and advise the Owner and the Designer in the preparation of the Invitation for Bids for Trade Contractor services in accordance with the provisions of M.G.L. c. 149A, § 8(g).

8.6.2.2.1 The Owner's Project Manager shall assist and advise the Owner in the distribution of the Invitation for Bids to prequalified Trade Contractors in accordance with M.G.L. c. 149A §8(g).

8.6.2.2.2 The Owner's Project Manager shall attend all pre-bid conferences and meetings and Trade Contractor openings and assist and advise the Owner if directed by the Owner.

8.6.2.3 Trade Contractor Bid Review

The Owner's Project Manager shall attend all bid openings and shall review all Trade Contractor bids in conjunction with the Designer and CM at Risk to determine responsiveness, completeness, accuracy, price and conformance to the requirements of M.G.L. c.149A, § 8(a)-(i), and to provide technical guidance to the Owner regarding the acceptance or rejection of the Trade Contractor bid.

Pursuant to M.G.L. c. 149A, § 8(h), in the event that the Owner receives less than three (3) responsive bids on any Trade Contract, and the lowest responsible bid exceeds the estimated cost of the work for which bids are requested, the Owner's Project Manager shall monitor the activities and responsibilities of the CM at Risk in the negotiation of an acceptable price with the lowest prequalified bidder, and, if necessary, the second lowest prequalified bidder. If such negotiations are unsuccessful, the Owner's Project Manager shall advise the Owner, and shall monitor the activities and responsibilities of the CM at Risk, with respect to the solicitation of additional bids and the selection of Trade Contractors in accordance with the provisions of M.G.L. c. 149A, §§ 8(h) & (j).

#### 8.6.2.4 Contract Award

8.6.2.4.1 The Owner's Project Manager shall review the contracts between Trade Contractors and the CM at Risk for conformance with the requirements of G.L. c. 149A , § 8, and all applicable public construction statutes.

8.6.2.4.2 The Owner's Project Manager shall obtain from all Trade Contractors, and maintain on file, all performance and payment bonds, bid bonds, insurance certificates, and all other documents and certificates required by law or by the terms of the Contract between the Owner and the CM at Risk.

8.6.2.4.3 The Owner's Project Manager shall provide the Designer, Owner and the Authority with required copies of executed construction contract documents.

#### 8.6.3 Non-Trade Contractor Selection

The Owner's Project Manager shall assist and advise the Owner in the proper administration and coordination of the Non-Trade Contractor selection process in accordance with the provisions of G.L. c. 149A, § 8(j), the applicable regulations and procedures promulgated by the Inspector General, and all other applicable law.

The Owner's Project Manager shall monitor the activities and responsibilities of the CM at Risk in the selection of Non-Trade Contractors.

##### 8.6.3.1 Non-Trade Contractor Qualification

For each class of Non-Trade Contractors, for which the CM at Risk is requesting bids, the Owner's Project Manager shall review the qualifications established by the CM at Risk for each class of Non-Trade Contractors and the list of three (3) Non-Trade Contractors and make recommendations to the Owner regarding approval of the qualifications

established by the CM at Risk, whether any of the three Non-trade Contractors should be eliminated from the list, or whether any Non-trade Contractors should be added to the list, all in accordance with the provisions of M.G.L.c. 149A, § 8(j).

#### 8.6.3.2 Non-Trade Contractor Bidding

The Owner's Project Manager shall review the detailed bidding information developed by the CM at Risk in accordance with M.G.L. c. 149A, § 8(j) for accuracy, completeness, and coordination of scope.

#### 8.6.3.3 Non-Trade Contractor Bid Review and Award

Where permitted by agreement between the Owner and the CM at Risk or where otherwise permitted by law, the Owner's Project Manager shall attend all bid openings and, in conjunction with the Designer and CM at Risk, the Owner's Project Manager shall review all Non-Trade Contractor bids for responsiveness and completeness and advise the Owner on the acceptance or rejection of any Non-Trade Contractor bids by the CM at Risk. The Owner's Project Manager shall review and report on all tabulations of bids as presented by the CM at Risk in accordance with M.G.L. c. 149, § 8(j) and ascertain that the tabulations and final awards are consistent with the bids.

#### 8.6.3.4 Non-Trade Contractor Alternate Selection Procedure

With respect to Non-Trade Contracts with an award value that does not exceed the threshold sum identified in M.G.L. c 149, § 44(F)(1), the Owner's Project Manager shall review the selection method proposed by the CM at Risk to select this class of Non-Trade Contractor and advise the Owner as to whether the Owner should approve the proposed selection method in accordance with G.L. c. 149A, § 8(j).

The Owner's Project Manager shall attend all bid openings and, in conjunction with the Designer and CM at Risk, the Owner's Project Manager shall review all such Non-Trade Contractor bids for responsiveness and completeness and advise the Owner on the acceptance or rejection of any Non-Trade Contractor selected by the CM at Risk.

### 8.7 Construction Phase

The Owner's Project Manager shall provide supervisory staff for each of the following activities, from Notice to Proceed to contract close-out.

- 8.7.1 The Owner's Project Manager shall monitor the Designer's administration of the Owner-CM at Risk Agreement including the processing of submittals, issuance of timely decisions and directives and consultant's or subconsultants' visits to the Project as necessary during the time that construction is occurring on the portions of the work to which the consultant's services relate.

- 8.7.2 The Owner's Project Manager shall provide a full-time (40 hours per week minimum) on-site Project Representative, who shall be dedicated exclusively to the Project, either as an employee of the Owner's Project Manager or as a subconsultant to the Owner's Project Manager.
- 8.7.2.1 The Project Representative shall be subject to the approval of the Owner and the Owner reserves the right to require the Owner's Project Manager to replace the Project Representative at any time during the course of the Project.
- 8.7.2.2 The Project Representative shall have at least five years experience in on-site supervision of projects similar in size and complexity to the Project.
- 8.7.2.3 Unless otherwise directed, the Project Representative shall be present at all times when the CM at Risk is conducting operations at the site starting from issuance by the Owner of a Notice to Proceed to the CM at Risk and continuing until issuance to the CM at Risk of a Certificate of Substantial Completion by the Owner and thereafter on an, as needed basis, until issuance to the CM at Risk of a Certificate of Final Completion by the Owner.
- 8.7.3 The Owner's Project Manager shall review the CM at Risk's schedule of values to determine if it represents a reasonably balanced payment schedule for work to be performed with no items front-end loaded or artificially inflated. The schedule of values shall include line items for all deliverables, testing requirements and specified operations and maintenance materials.
- 8.7.4 The Owner's Project Manager shall review the CM at Risk's submitted baseline schedule. The Owner's Project Manager shall be responsible for monitoring the timeliness of these submittals and enforcing compliance with schedule submittal requirements of the construction documents. The Owner's Project Manager shall evaluate the CM at Risk's planning for the execution of the work, evaluate the reasonableness of the proposed schedule and determine if the submitted schedule meets the requirements of the construction documents.
- 8.7.5 The Owner's Project Manager shall provide daily observation and monitoring of construction activities such that all shifts and work activities are observed and documented. Responsibilities shall include:
- 8.7.5.1 The Owner's Project Manager shall keep a daily log containing a record of weather, the CM at Risk's work on site, number of workers, visitors to the site, safety status of the Project, equipment and equipment utilization, material and equipment deliveries, non-compliance with safety procedures and issuance of any safety violation notifications, accidents, general description of work performed and quality of work, visits of code enforcement officials and any resulting reports or orders, verbal instruction to interpretations given to the CM at Risk, pay items, and any observed delays, deficiencies and field problems.

- 8.7.5.2 The Owner's Project Manager shall prepare weekly progress reports for submittal to the Designer and the Owner that summarize the progress achieved, provide a concise description of problems and include a copy of the daily log.
- 8.7.5.3 The Owner's Project Manager shall assist the Designer in determining if construction and construction related activities are performed in accordance with plans and specifications and the approved shop drawings and are consistent with Massachusetts public construction laws.
- 8.7.5.4 The Owner's Project Manager shall monitor on a daily basis Time and Materials work on change orders for less than \$50,000, including work installed, volume measurements, time sheets, crew sizes and mixes, and equipment utilized.
- 8.7.5.5 The Owner's Project Manager shall evaluate actual quantities and classification of Unit Price work performed by the CM at Risk.
- 8.7.5.6 The Owner's Project Manager shall evaluate field problems, using the proper channels for solution and communication of the information to the Designer and the Owner.
- 8.7.5.7 The Owner's Project Manager shall coordinate and track requests for clarification on drawings/specifications, design changes and proposed change orders.
- 8.7.5.8 The Owner's Project Manager shall prepare responses to CM at Risk correspondence for the Owner.
- 8.7.5.9 The Owner's Project Manager shall monitor and coordinate the scheduling and activities of independent materials testing functions at the site, including distribution of reports and any necessary actions resulting.
- 8.7.5.10 The Owner's Project Manager shall maintain at the Project site, on a current basis, a record copy of Construction Contract Documents, including, but not necessarily limited to, drawings, specifications, addenda, change orders, and directives as well as all approved shop drawings, product data, samples, submittals, operations and maintenance manuals and all other relevant documents relating to the construction of the Project.
- 8.7.5.11 The Owner's Project Manager shall monitor the CM at Risk's compliance with Massachusetts prevailing wage requirements pursuant to M.G.L. c. 149 §§ 26 to 27H inclusive including assisting the Owner in cataloging and filing payroll affidavits.
- 8.7.5.12 The Owner's Project Manager shall shoot and maintain Project progress photographs showing construction progress at a frequency sufficient to document major activities or to document safety incidents, differing site conditions and quality issues. The Owner's Project Manager shall maintain a descriptive log and captioning of the photographs on CD.

- 8.7.6 The Owner's Project Manager shall monitor the CM at Risk's compliance with the construction schedule, identify potential problems, include problem identification on the Monthly Progress Report and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the CM at Risk in the Owner-CM at Risk Agreement are not being fulfilled.
- 8.7.7 The Owner's Project Manager shall attend weekly job meetings on progress, coordination and problem resolution and negotiations. The Owner's Project Manager shall review the meeting minutes that are submitted to the Owner by the CM at Risk and shall advise the Owner as to the completeness, accuracy and general acceptability of the minutes.
- 8.7.8 The Owner's Project Manager shall schedule the Authority's Commissioning Consultant, as required to support the construction schedule, to provide commissioning services and reports as required.
- 8.7.9 The Owner's Project Manager shall monitor, review and analyze proposed change orders, and claims recommending appropriate action and resolution to the Owner in accordance with Article 8.1.4.
- 8.7.10 The Owner's Project Manager shall review and coordinate its review with the Designer to recommend approval of the CM at Risk's monthly payment requisitions. The Owner's Project Manager shall review each Trade Contractor's or Non-Trade Contractor's payment requisition and the CM at Risk's requisition of costs to ascertain that the Owner is paying for actual costs and fees in accordance with the Owner-CM at Risk contract.
- 8.7.11 The Owner's Project Manager shall oversee and monitor the procurement of furniture, fixtures, equipment and technology that is not included in the construction contract.
- 8.7.12 After the Owner and the CM at Risk have agreed on a Guaranteed Maximum Price ("GMP") in accordance with M.G.L. c. 149A, § 7, the Owner's Project Manager shall promptly notify the Owner when actual costs exceed the detail line item cost breakdowns set forth in the GMP amendment.
- 8.7.13 The Owner's Project Manager shall verify substantial completion of work; assist the Designer in the Designer's final inspection and receipt of documents, manuals, receipts, certifications, and all other materials required for final closeout as described in the Owner-CM at Risk contract, including, but not limited to, the GMP amendment and any other amendments thereto. The Owner's Project Manager shall coordinate the detailed punchlist with the Designer, including a subsequent walk-through with the Designer, CM at Risk and the Authority's Commissioning Consultant. The Owner's Project Manager and the Designer shall then coordinate a walk-through with the Owner to finalize the punchlist. The Owner's Project Manager shall then be responsible for tracking and confirming the completion of the punchlist items.

## 8.8 Completion Phase

- 8.8.1 The Owner's Project Manager shall monitor the activities and responsibilities of the Designer and the CM at Risk in the close-out and commissioning of the Project.
- 8.8.2 The Owner's Project Manager shall assist in securing and reviewing and recommending approval of all project completion forms and documentation necessary for occupancy and full operation of the facility including, but not necessarily limited to, inspection certificates of local building authorities, Certificate of Substantial Completion, Certificate of Final Completion, Occupancy Permit, shop drawings, as-built drawings, operations and maintenance manuals, warranties, guarantees and any and all documentation as required by the contract documents and the Authority.
- 8.8.3 The Owner's Project Manager shall assist the Owner in completing the written evaluation of the Designer(s) pursuant to M.G. L. c. 7 § 38E and prepare, sign and provide to the Owner for its signature the written evaluation of the Contractor(s) or CM at Risk, and subcontractors in accordance with the provisions of M.G.L. c. 149 § 44D.

END OF ARTICLE 8 OF BASE OPM CONTRACT AMENDMENT FOR CM AT RISK

Total Project Budget

Minuteman Regional School District  
Minuteman Regional Vocational Technical High School

DRAFT

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1/20/2016

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.16(5)	Estimated Budget	Scope Items Excluded from the Estimated Basis of Maximum Facilities Grant or Otherwise Ineligible	Estimated Basis of Maximum Total Facilities Grant¹	Estimated Maximum Total Facilities Grant¹
1 Feasibility Study Agreement				
2 OPM Feasibility Study	\$250,200	\$0	\$250,200	
3 A&E Feasibility Study	\$446,500	\$0	\$446,500	
4 Environmental & Site	\$27,300	\$0	\$27,300	
5 Other	\$0	\$0	\$0	
6 Feasibility Study Agreement Subtotal	\$724,000	\$0	\$724,000	\$323,990
7 Administration				
8 Legal Fees	\$0	\$0	\$0	\$0
9 Owner's Project Manager				
10 Design Development	\$288,255	\$0	\$288,255	
11 Construction Contract Documents	\$528,468	\$0	\$528,468	
12 Bidding	\$180,961	\$0	\$180,961	
13 Construction Contract Administration	\$2,831,788	\$0	\$2,831,788	
14 Closeout	\$92,261	\$0	\$92,261	
15 Extra Services	\$0	\$0	\$0	
16 Reimbursable & Other Services	\$1,250	\$0	\$1,250	
17 Cost Estimates	\$0	\$0	\$0	
18 Advertising	\$0	\$0	\$0	
19 Permitting	\$1,150,396	\$1,150,396	\$0	Chris Alles: Local permitting considered ineligible for reimbursement.
20 Owner's Insurance	\$0	\$0	\$0	
21 Other Administrative Costs	\$0	\$0	\$0	
22 Administration Subtotal	\$5,073,379	\$1,150,396	\$3,922,983	\$1,755,535
23 Architecture and Engineering				
24 Basic Services				
25 Design Development	\$3,118,260	\$0	\$3,118,260	
26 Construction Contract Documents	\$3,637,970	\$0	\$3,637,970	
27 Bidding	\$500,037	\$0	\$500,037	
28 Construction Contract Administration	\$2,338,695	\$0	\$2,338,695	
29 Closeout	\$500,038	\$0	\$500,038	
30 Other Basic Services	\$0	\$0	\$0	
31 Basic Services Subtotal	\$10,095,000	\$0	\$10,095,000	
32 Reimbursable Services				
33 Construction Testing	\$0	\$0	\$0	
34 Printing (over minimum)	\$75,000	\$0	\$75,000	
35 Other Reimbursable Costs	\$220,000	\$0	\$220,000	
36 Hazardous Materials	\$380,000	\$0	\$380,000	
37 Geotech & Geo-Env.	\$95,000	\$0	\$95,000	
38 Site Survey	\$20,000	\$0	\$20,000	
39 Wetlands	\$20,000	\$0	\$20,000	
40 Traffic Studies	\$15,000	\$0	\$15,000	
41 Architectural/Engineering Subtotal	\$10,920,000	\$0	\$10,920,000	\$4,886,700
42 CM & Risk Preconstruction Services				
43 Pre-Construction Services	\$420,000	\$0	\$420,000	\$187,950
44 Site Acquisition				
45 Land / Building Purchase	\$0	\$0	\$0	
46 Appraisal Fees	\$0	\$0	\$0	
47 Recording fees	\$0	\$0	\$0	
48 Site Acquisition Subtotal	\$0	\$0	\$0	\$0
49 Construction Costs				
50 SUBSTRUCTURE				
51 Foundations	\$6,018,571	\$0		
52 Basement Construction	\$0	\$0		
53 SHELL				
54 SuperStructure	\$8,674,815	\$0		
55 Exterior Closure	\$8,246,516	\$0		
56 Exterior Walls	\$0	\$0		
57 Exterior Windows	\$0	\$0		
58 Exterior Doors	\$0	\$0		
59 Roofing	\$3,470,455	\$0		
60 INTERIORS				
61 Interior Construction	\$9,594,172	\$0		
62 Staircases	\$491,461	\$0		
63 Interior Finishes	\$3,662,833	\$0		
64 SERVICES				
65 Conveying Systems	\$365,350	\$0		
66 Plumbing	\$3,556,828	\$0		
67 HVAC	\$11,305,292	\$0		
68 Fire Protection	\$1,238,678	\$0		
69 Electrical	\$9,165,036	\$0		
70 EQUIPMENT & FURNISHINGS				
71 Equipment	\$4,595,060	\$0		
72 Furnishings	\$1,288,406	\$0		
73 SPECIAL CONSTRUCTION & DEMOLITION				
74 Special Construction	\$430,000	\$0		
75 Existing Building Demolition	\$1,659,008	\$0		
76 In-Bldg. Hazardous Material Abatement	\$1,120,000	\$0		
77 Asbestos Cont'g Floor Mat¹ Abatement	\$0	\$0		Chris Alles: OPM to provide an estimated cost associated with vat. VAT is considered ineligible for reimbursement.
78 Other Hazardous Material Abatement	\$0	\$0		
79 BUILDING SITEWORK				
80 Site Preparation	\$2,457,415	\$0		
81 Site Improvements	\$3,622,404	\$0		Chris Alles: OPM to clarify if a waste water treatment plant has been incorp into the scope; provide cost.
82 Site Civil / Mechanical Utilities	\$1,323,597	\$0		
83 Site Electrical Utilities	\$1,381,000	\$0		Chris Alles: Site work exceeding 8% of bldg cost is ineligible for reimbursement.
84 Other Site Construction	\$0	\$0		
85 Scope Excluded Site Cost		\$3,050,538		
86 Construction Trades Subtotal	\$83,666,897	\$3,050,538		
87 Contingencies (Design and Pricing)	\$8,366,689	\$305,054		
88 D/B/B Sub-Contractor Bonds	\$1,139,006	\$41,529		Chris Alles: Line items 87-95 represent % of mark-ups assoc'd with ineligible costs;
89 D/B/B Insurance	\$0	\$0		
90 D/B/B General Conditions	\$9,004,650	\$328,314		
91 D/B/B Overhead & Profit	\$0	\$0		
92 GMP Insurance	\$1,572,592	\$57,338		
93 GMP Fee	\$3,485,700	\$127,090		
94 GMP Contingency	\$3,271,689	\$119,287		
95 Escalation to Mid-Point of Construction	\$8,693,669	\$316,976		Chris Alles: Represents delta between eligible minus reimbursable cost;
96 Overall Excluded Construction Cost		\$33,829,737		
97 Construction Budget	\$119,200,892	\$38,175,863	\$81,025,029	\$36,258,701
98 Alternates				
99 Ineligible Work Included in the Base Project	\$0	\$0		Chris Alles: Adjusted to reflect deletion of alternates that proposed to add sf to the project post pfa;
100 Alternates Included in the Total Project Budget	\$0	\$0		
101 Alternates Excluded from the Total Project Budget	\$6,436,200		\$6,436,200	
102 Subtotal to be Included in Total Project Budget	\$0	\$0	\$0	\$0
103 Miscellaneous Project Costs				
104 Utility Company Fees	\$85,000	\$0	\$85,000	
105 Testing Services	\$300,000	\$0	\$300,000	
106 Swing Space / Modulars	\$0	\$0	\$0	
107 Other Project Costs (Mailing & Moving)	\$500,000	\$500,000	\$0	Chris Alles: Categorically ineligible for reimbursement;
108 Misc. Project Costs Subtotal	\$885,000	\$500,000	\$385,000	\$172,288
109 Furnishings and Equipment				
110 Furnishings	\$502,400	\$0	\$502,400	
111 Equipment	\$502,400	\$0	\$502,400	
112 Computer Equipment	\$502,400	\$0	\$502,400	
113 FF&E Subtotal	\$1,507,200	\$0	\$1,507,200	\$674,472
114				
115 Soft Costs that exceed 20% of Construction Cost			\$0	
116 Project Budget	\$138,730,471	\$39,826,259	\$98,904,212	\$ 44,259,635

Board Authorization		
Design Enrollment	628	
Total Building Gross Floor Area (GSF)	257,745	
Total Project Budget (excluding Contingencies)	\$138,730,471	
Scope Items Excluded or Otherwise Ineligible	-\$39,826,259	
Third Party Funding (Ineligible)	\$0	
Estimated Basis of Maximum Total Facilities Grant¹	\$98,904,212	
Reimbursement Rate³,⁴	44.75%	
Est. Max. Total Facilities Grant (before recovery)¹	\$44,259,635	
Cost Recovery	\$0	
Estimated Maximum Total Facilities Grant¹	\$44,259,635	
Construction Contingency²	\$5,000,000	
Ineligible Construction Contingency²	\$3,807,991	
"Potentially Eligible" Construction Contingency²	\$1,192,009	
Owner's Contingency²	\$1,192,009	
Ineligible Owner's Contingency²	\$0	
"Potentially Eligible" Owner's Contingency²	\$1,192,009	
Total Potentially Eligible Contingency²	\$2,384,018	
Reimbursement Rate³,⁴	44.75%	
Potential Additional Contingency Grant Funds²	\$1,066,848	
Maximum Total Facilities Grant	\$45,326,483	
Total Project Budget	\$144,922,480	

NOTES

This document was prepared by the MSBA based on a preliminary review of information and estimates provided by the Minuteman Regional School District for the Minuteman Regional Vocational Technical High School project. Based on this preliminary review, certain budget, cost and scope items have been determined to be ineligible for reimbursement, however, this document does not contain a final, exhaustive list of all budget, cost and scope items which may be ineligible for reimbursement by the MSBA. Nor is it intended to be a final determination of which budget, cost and scope items may be eligible for reimbursement by the MSBA. All project budget, cost and scope items shall be subject to review and audit by the Authority, and the Authority shall determine, in its sole discretion whether any such budget, cost and scope items are eligible for reimbursement. The MSBA may determine that certain additional budget, cost and scope items are ineligible for reimbursement.

1 - The Estimated Basis of Total Facilities Grant and Estimated Maximum Facilities Grant amounts appearing in the "MSBA Board Approved Budget" column do not include any potentially eligible contingency funds and are subject to review and audit by the MSBA. The Estimated Basis of Total Facilities Grant, Estimated Maximum Facilities Grant, and Maximum Total Facilities Grant amounts appearing in the "Proposed Revised PFA Budget" column have been adjusted to account for construction bids received in accordance with Section 2.2 of the PFA and any budget revision requests submitted and approved by the MSBA as of the Date noted in the Proposed Revised Budget PFA column of the PFA Amendment. These amounts are also subject to further review and audit by the MSBA.

2 - Pursuant to Section 3.20 of the Project Funding Agreement and the applicable policies and guidelines of the Authority, any project costs associated with the reallocation or transfer of funds from either the Owner's contingency or the Construction contingency to other budget line items shall be subject to review by the Authority to determine whether any such costs are eligible for reimbursement by the Authority. All costs are subject to review and audit by the MSBA.

3 - The MSBA has provisionally included two (2) incentive points for energy efficiency, subject to the District meeting certain sustainability requirements for the project. If the District does not meet the requirements for the energy efficiency, the District will not qualify for these incentive points and the MSBA will adjust the reimbursement rate accordingly.

4 - The MSBA has provisionally included one (1) incentive point for the Construction Manager at Risk construction delivery method, subject to the District receiving approval from the Office of the Inspector General to utilize this method. If the District does not receive approval for the Construction Manager at Risk delivery method, the District will not qualify for these incentive points and the MSBA will adjust the reimbursement rate accordingly.

ProRated 20% Exclusion					
\$0	-Administration				
\$0	-A/E Services				
\$0	-Miscellaneous Proj Costs				
\$15,951,983	Sum of Three Soft Costs				
Eligible Soft Costs	Category				
\$4,173,183	-Administration				
\$11,393,800	-A/E Services				
	-Site Acquisition				
\$385,000	-Miscellaneous Proj Costs				
\$1,507,200	FFE				
	Not included in this calculation				
\$17,459,183	Owners Contingency				
	Total Eligible Soft Costs				
Construction Costs associated with Soft Cost Cap Calculation					
Estimated Budget	Construction Costs	Category			
\$420,000	\$420,000	-CM Preconstruction services			
\$119,200,892	\$119,200,892	-Construction Cost			
	Not included in this calculation	-Construction Contingency			
	\$119,620,892	Total Construction Cost			
	20% Soft Cost Allowance				
	\$23,924,178	Reimbursable Soft Cost			
	-\$6,464,995	Eligible minus Reimbursable			
-If Eligible minus Reimbursable is negative OK.					
-If Eligible minus Reimbursable is positive enter value into Soft Costs that exceed 20% of Construction Cost below in the Ineligible column.					
Construction Budget	\$119,200,892				
OPM Services	Eligible Fees	% of Total Construction	OPM Value @		
Basic Services	\$4,171,933	\$4,171,933	3.50%	\$4,172,031	-\$98
Extra Services	\$1,250		0.00%		
Designer Services			Designer Value @		
Basic Services	\$10,541,500	\$10,541,500	8.84%	\$11,920,089	-\$1,378,589
Extra Services	\$852,300		0.72%		
Site Cost Reimbursement =	8.0%				
Direct Site Cost	Excluded	Eligible Site Costs			
\$8,784,416	\$0	\$8,784,416	Eligible Site Costs		
Direct Building Cost					
\$71,673,473		\$5,733,878	Reimbursable Site Cost		
Scope Excluded Site Cost		\$3,050,538	Eligible minus Reimbursable		
If Eligible minus Reimbursable is negative OK. No ineligible needed					
If Eligible minus Reimbursable is positive enter value into Scope Excluded Site Cost					
Construction Cost Reimbursement					
\$1,659,008	Eligible Demo				
\$1,120,000	Eligible Abatement				
\$2,779,008	Total Eligible Demo & Abatement				
\$277,901	D&P	10.00%	% of Trades	\$462	Total \$/sf
\$37,832	Bonds	1.36%	% of Trades	\$	314.36 Eligible \$/sf
\$0	Insurance	0.00%	% of Trades		
\$299,091	Gen Cond	10.76%	% of Trades		
\$0	O&P	0.00%	% of Trades		
\$52,234	GMP Ins	1.88%	% of Trades		
\$115,778	GMP Fee	4.17%	% of Trades		
\$108,670	GMP cont	3.91%	% of Trades		
\$288,761	Escalation	8.51%	% of Cumulative sum of Trades and Markups		
\$3,959,275	Marked Up Demo & Abatement				
\$81,025,029	Eligible Construction Cost				
257,745	Proposed GSF: Manually enter eligible area if less than total area				
\$ 299	Reimbursable Construction Cost for New Construction \$/sf (subject to change)				
\$ 77,065,755	Reimbursable Construction Cost				Chris Alles: This sf represents the sf provided in the schematic design space summary; OPM to provide sf assoc'd with District level admin space to be considered ineligible;
\$3,959,275	Marked Demo & Abatement				
\$ 81,025,030	Reimbursable Construction Cost				
\$0	Eligible Minus Reimbursable				
If Eligible minus Reimbursable is negative OK. No ineligible entry needed					
If Eligible minus Reimbursable is positive enter value into Overall Excluded Construction Cost					
FFE Reimbursement					
\$1,507,200	Eligible FFE				
628	Design Enrollment				
\$2,400	Reimbursable / Student (Subject to change)				
\$1,507,200	Reimbursable Cost				
\$0	Eligible Minus Reimbursable				
If Eligible minus Reimbursable is negative OK.					
If Eligible minus Reimbursable is positive enter value into Scope Excluded FFE Cost					
1.75	(0-2) Maintenance				
1.00	(0-1) CM @ Risk				
0.00	(0-6) Newly Formed Regional School District				
0.00	(0-5) Major Reconstruction or Reno/Reuse type in rounded to 2 decimal places				
#VALUE!	0 gsf Renovated or Existing to Remain				
	1 gsf Total at Conclusion of Project				
0.00	(0-1) Overly Zoning 40R and 40S				
0.00	(0-0.5) Overlay Zoning 100 units or 50% of units 1, 2, or 3 family structures				
2.00	(0-2) Energy Efficiency - "Green Schools"				
0.00	(5) Model Schools				
4.75	Total Incentive Points				
Construction Budget	\$119,200,892				
Construction Cost/SF (Total GSF)	\$462				
Design Enrollment	628				
Total Gross Square Feet	257,745				
Project Budget	\$138,730,471				
Scope Exclusions / Ineligible Costs	-\$39,826,259				
Estimated Basis of Total Facilities Grant	\$98,904,212				
Reimbursement Rate	44.75%				
Est'd Max Total Fac Grant before Recovery	\$44,259,635				
Cost Recovery	\$0				
Estimated Maximum Total Facilities Grant	\$44,259,635				
Potentially Eligible Owner's & Const Cont.	\$2,384,018				
Potential add'l Grant Funds for Contingencies	\$1,066,848				
Total Project Budget	\$144,922,480				
Maximum Total Facilities Grant	\$45,326,483				



## ATTACHMENT B

### CONTRACT FOR PROJECT MANAGEMENT SERVICES

#### AMENDMENT NO. 1

**WHEREAS**, the Minuteman Regional Vocational Technical School District ("Owner") and Skanska USA Building, Inc., (the "Owner's Project Manager") (collectively, the "Parties") entered into a Contract for Project Management Services for the Feasibility Study for the Minuteman Regional Vocational High School on 758 Marrett Road, Lexington, MA "Contract"; and

**WHEREAS**, effective as of March 7, 2014 the Parties wish to amend the Contract, as amended:

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

1. The Owner hereby authorizes the Owner's Project Manager to perform services for the Design Development Phase, the Construction Phases, and the Final Completion Phase of the Project, pursuant to the terms and conditions set forth in the Contract, as amended.
2. For the performance of services required under the Contract, as amended, the Owner's Project Manager shall be compensated by the Owner in accordance with the following Fee for Basic Services:

<b>Fee for Basic Services:</b>	<b>Original Contract</b>	<b>After this Amendment</b>
Feasibility Study Phase	\$175,200	\$175,200
Schematic Design Phase	\$75,000	\$75,000
Design Development Phase	\$	\$
Construction Document Phase	\$	\$
Bidding Phase	\$	\$
Construction Phase	\$	\$
Completion Phase	\$	\$
<b>Total Fee</b>	<b>\$250,200</b>	<b>\$250,200</b>

This Amendment is a result of: The Minuteman Regional Vocational Technical School District received a "Sustainability Grant" from DESE in December 2014. The Minuteman District is seeking feedback from the 16 member communities on the Regional Amendment Agreement approved by the Minuteman School Committee at Town Meetings during March 2014 through end of June 2014. The change in the schedule from the original Feasibility Study was initiated to accommodate the alignment of the Regionalization Study with the Feasibility Study without one getting ahead of the other.

3. The Construction Budget shall be as follows:

Original Budget: \$ \_\_\_\_\_

Amended Budget \$ \_\_\_\_\_

4. The Project Schedule shall be as follows:

Original Schedule: 12/06/2012 thru 12/05/2013

Amended Schedule 12/06/2012 thru 11/19/2015

5. The Authority's standard OPM Contract Amendment for *[DBB OR CM RISK]*, which is attached hereto and incorporated by reference herein, is made a part of the Contract in its entirety.

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

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

**OWNER**

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print title)

By \_\_\_\_\_  
(signature)

Date \_\_\_\_\_

**OWNER'S PROJECT MANAGER**

Michael A. Kenedo  
(print name)

Vice President Regional Executive  
(print title)

By [Signature]  
(signature)

Date 31 Mar 14

**From:** Williams, Mary Ann [<mailto:MaryAnn.Williams@skanska.com>]  
**Sent:** Tuesday, September 13, 2016 2:38 PM  
**To:** Ford Spalding; Ed Bouquillon ([e.bouquillon@minuteman.org](mailto:e.bouquillon@minuteman.org)); Kevin Mahoney ([k.mahoney@minuteman.org](mailto:k.mahoney@minuteman.org))  
**Cc:** Caldwell, Dale  
**Subject:** RE: Confirming Design Team Meeting

Hi Ford, Ed and Kevin,

For historic context, please find attached Attachment B Amendment #1 that was executed in March of 2014 to accommodate the request for an extension of time for the Feasibility Study (without a change in fee to the OPM Contract).

Per your request, please find attached the following:

- Attachment B Amendment #2 of OPM Base Contract for continuation of services for scope of services beyond the Feasibility Study (Module 6-8 broken down by task and Phase). Although the Local Approval process was extended beyond the 120 Day Approval Period, this Amendment remains consistent with the 3011 Total Project Budget approved by the School Building Committee Prior to Submission to the MSBA.
- Total Project Budget (the approved 3011) also attached for reference as it relates to the categories in Attachment B Amendment #2 of OPM Base Contract for continuation of services.
- The scope of services beyond the Feasibility Study as amended by the attached Base OPM Contract Amendment for CM at Risk only (Module 6-8 broken down by task and Phase).

We understand, it is anticipated that if the project receives Local Approvals on September 20, 2016 then the School Building Committee will review in preparation for a vote at their next meeting on September 26, 2016 to approve the Amendment to Skanska's Contract for continuation of services.

Please let me know if you have any questions.

Thanks and regards,

Mary Ann

**Mary Ann Williams**  
Program Executive

**Skanska USA Building**  
[usa.skanska.com](http://usa.skanska.com)

101 Seaport Boulevard, Suite 200  
Boston, MA 02210, United States  
Phone +1 617 574 1463  
Mobile +1 617 293 6869

**From:** Williams, Mary Ann [<mailto:MaryAnn.Williams@skanska.com>]  
**Sent:** Thursday, September 15, 2016 2:36 PM  
**To:** Ford Spalding  
**Subject:** RE: Design Team Contrat for Approval

Minuteman will be voting for a continuation of services for the OPM and the Design Team.

- Attachment B Amendment #2 is the for authorization by the SBC for the continuation of services for the OPM, an amendment to Skanska's OPM Base Contract.
- The Scope of Services after are identified for work to be completed post Local Actions and Approvals.

Attachment B Amendment #1 and the Total Project Budget was provided for informational purposes. The Total Project Budget was attached for reference as this was previously approved when the SBC voted to authorize the OPM to send the SD Submission to the MSBA. The Total Project Budget (the approved 3011) aligns with the categories in Attachment B Amendment #2

**Mary Ann Williams**  
Program Executive

**Skanska USA Building**  
[usa.skanska.com](http://usa.skanska.com)  
101 Seaport Boulevard, Suite 200  
Boston, MA 02210, United States  
Phone +1 617 574 1463  
Mobile +1 617 293 6869  
Fax

Connect With Us: [Blog](#) | [Facebook](#) | [Twitter](#) | [LinkedIn](#) | [Instagram](#) | [YouTube](#)

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

This Contract is made as of this 26<sup>th</sup> day of September in the year 2016 between the Minuteman Regional Vocational Technical School District, 758 Marret Road, Lexington, MA 02421 hereinafter called “the Owner” and Kaestle Boos Associates Inc. 325 Foxborough Blvd, Foxborough, MA 02035 hereinafter called the “Designer” for the Designer to provide the designer services required to complete the Basic and Extra Services described herein at the New Minuteman Career and Technical High School.

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

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

Designer’s Principal-in-Charge: Brian A. Solywoda, AIA

Designer’s Project Manager: Lawrence Trim, AIA

Designer’s Project Architect: Seunghwan Lee

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

	<b>Name of Firm</b>	<b>Name of Principal</b>	<b>MBE/ WBE</b>
Architecture	Kaestle Boos Associates, Inc.	Brian A. Solywoda, AIA	
Educational Programming	Frank Locker Ed. Planning	Frank Locker	
Civil Engineering	Samiotes Consultants Inc.	Steven Garvin, P.E.	WBE
Landscape Architecture	Kaestle Boos Associates, Inc.	David McKinley, RLA	
Structural Engineering	Odeh Engineers, Inc.	David J. Odeh, P.E.	
Fire Protection Engineering	AKAL Engineering Inc.	Anup S. Khatra P.E.	MBE
Plumbing Engineering	AKAL Engineering Inc.	Anup S. Khatra P.E.	MBE
HVAC Engineering	BVH Integrated Services Inc.	Alan Aldag P.E.	
Electrical/Lighting/	BVH Integrated Services Inc.	Alan K. Vanags P.E.	
Data/Communications	BVH Integrated Services inc.	Alan K. Vanags P.E.	

Environmental Permitting	Samiotes Consultants Inc.	Steven Garvin P.E.	WBE
Geotechnical Engineering	Lahlaf Geotechnical Consultants Inc.	Abdelmadjid Lahlaf P.E.	MBE
Geoenvironmental Engineering	FS Engineers Inc.	Farooq Siddique P.E., LSP	MBE
Hazardous Materials	Universal Environmental Consultants	Ammar M. Dieb	
Cost Estimating	Miyakoda Consulting, LLC	Noriko Miyakoda Hall	MBE / WBE
Kitchen/Food Service Consultant	Schiavone Designs, LLC	Joanne Schiavone	WBE
Laboratory Consultant	Kaestle Boos Associates, inc.	Kristen Smith	
Acoustical Consultant	Cavanaugh Tocci Associates Inc.	Lincoln Barry	
Specifications Consultant	Architx, LLC	Traci Hillebrecht, AIA	WBE
Library/Media	Kaestle Boos Associates, inc.	Kristen Smith	
Technology Consultant/Audio Visual Consultant	Edvance Technology Design Inc.	Douglas A. Faria	
Theatrical Consultant	Martin Vinik Planning for the Arts, LLC	Martin Vinik	
Sustainable/Green Design/Renewable Energy Consultant	Horizon Engineering Associates LLP	Jonathan Friedman, P. E.	
Code Consultant	Kaestle Boos Associates, Inc.	Joseph Milani	
Accessibility Consultant	Kaestle Boos Associates, Inc.	Joseph Milani	
Traffic Consultant	McMahon Associates	Maureen Chlebek P.E., PLS	
Furniture, Fixtures and Equipment Consultant	Specs Design Group, LLC.	Elise Irish, NCIDQ	WBE
Site Surveying	Samiotes Consultants Inc.	Todd M. Chapman, PLS	WBE
Security Consultant	Good Harbor Techmark LLC	Matthew Allaine	

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

OWNER

Accepted by:

Dr. Edward A. Bouquillon, Superintendent-Director  
Minuteman Regional Vocational Technical School District

By \_\_\_\_\_  
(signature)

Date \_\_\_\_\_

Accepted by:

Ford Spalding, Chairman  
Minuteman School Building Committee

By \_\_\_\_\_  
(signature)

Date \_\_\_\_\_

DESIGNER

Accepted by:

Brian A. Solywoda, AIA  
Vice President  
Kaestle Boos Associates, Inc.

By \_\_\_\_\_  
(signature)

Date \_\_\_\_\_

# ATTACHMENT A

## PAYMENT SCHEDULE

Payments shall be made in accordance with the provisions outlined in the Contract and with the following schedule:

### Basic Services

Feasibility Study Phase.....	\$198,800
Schematic Design Phase .....	\$247,700
Design Development Phase .....	\$3,118,260
Construction Documents Phase .....	\$3,637,970
Bidding Phase .....	\$500,037
Construction Administration Phase.....	\$2,338,695
Completion Phase .....	\$500,038
Reimbursable Services .....	\$825,000
<b>TOTAL .....</b>	<b>\$11,366,500</b>

### Extra Services

Extra Services provided pursuant to Article 8 shall be compensated as determined by the Owner (a) by a lump sum fee agreed upon in advance in writing by the Owner and the Designer, or (b) on an hourly basis in accordance with the lesser of \$150 per hour or the rate schedule set forth below for time expended, or (c) on an hourly basis in accordance with the lesser of \$150 per hour or a multiple of 2.5 times the direct personnel expense (without benefits) of the Designers or Subconsultants personnel including principals.

Hourly Rates: See Attached Kaestle Boos Associates, Inc. Schedule of Hourly Rates



## **ATTACHMENT D**

September 21, 2016

Edward A. Bouquillon, Ph.D  
Superintendent-Director  
Minuteman Regional Vocational Technical School District  
758 Marret Road  
Lexington, MA 02421

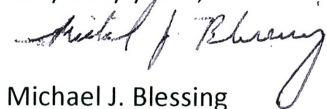
**Re: Minuteman Regional Vocational Technical School  
Feasibility Study and Schematic Design Phases  
Lexington, MA**

Dear Dr. Bouquillon:

This Statement of Internal Accounting Controls is being submitted in accordance with the Contract for Design Services for the above captioned project. Please be advised that Kaestle Boos Associates, Inc., the Designer under the Contract, has a system of internal accounting controls which assures that:

1. transactions are executed in accordance with management's general and specific authorization;
2. transactions are recorded as necessary, to permit preparation of financial statements in conformity with generally accepted accounting principles, and to maintain accountability for assets;
3. access to assets is permitted only in accordance with management's general or specific authorization; and
4. the recorded accountability for assets is compared with the existing assets as reasonable intervals and appropriate action was taken with respect to any difference.

Very truly yours,



Michael J. Blessing  
Chief Operating Officer & Counsel  
**KAESTLE BOOS ASSOCIATES, INC.**



**FILOMENO & COMPANY, P.C.**

*Certified Public Accountants • Business Advisors*

## ATTACHMENT E

80 South Main Street | West Hartford, CT 06107 | (860) 561-0020

203 Campbell Avenue | West Haven, CT 06516 | (203) 931-9301

Fax (860) 561-4347 | [www.filomeno.com](http://www.filomeno.com)

September 21, 2016

Edward A. Bouquillon, Ph.D  
Superintendent-Director  
Minuteman Regional Vocational Technical School District  
758 Marret Road  
Lexington, MA 02421

**Re: Minuteman Regional Vocational Technical School  
Feasibility Study and Schematic Design Phases  
Lexington, MA**

Dear Dr. Bouquillon:

Please be advised that we have reviewed the Statement of Internal Accounting Controls prepared by Kaestle Boos Associates, Inc. in connection with the above-captioned project. This statement is required under M.G.L.c.30 §39R.

In our opinion, representations of management are consistent with our evaluations of the system of internal accounting controls. In addition, we believe that they are reasonable with respect to transactions and assets in the amount which would be material when measured in relation to the firm's financial statements.

Sincerely,

Mark Piatkowski  
Certified Public Accountant

An Independently Owned Member, McGladrey Alliance

The McGladrey Alliance is a premier affiliation of independent accounting and consulting firms. The McGladrey Alliance member firms maintain their name, autonomy and independence and are responsible for their own client fee arrangements, delivery of services and maintenance of client relationships.

# **ATTACHMENT F**

## **CONTRACT FOR DESIGNER SERVICES**

### **AMENDMENT NO. 1**

WHEREAS, the Minuteman Regional Vocational Technical School District, 758 Marret Road, Lexington, MA 02421 ("Owner") and Kaestle Boos Associates, Inc., 325 Foxborough Boulevard, Foxborough, Massachusetts 02035 (the "Designer") (collectively, the "Parties"), entered into a Contract for Designer Services for the Renovation/Addition or New Construction of Minuteman Career Technical High School Project ("Contract") on April 8th, 2013 (Project No. 13001.00).

**WHEREAS**, effective as of September 21, 2016, the Parties wish to amend the Contract:

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

1. The Owner hereby authorizes the Designer to perform services for the Design Development Phase, the Construction Phases, and the Final Completion Phase of the Project, pursuant to the terms and conditions set forth in the Contract, as amended.
2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

<b>Fee for Basic Services:</b>	<b>Original Contract</b>	<b>After this Amendment</b>
Feasibility Study Phase	<u>\$198,800.00</u>	<u>\$198,800.00</u>
Schematic Design Phase	<u>\$247,700.00</u>	<u>\$247,700.00</u>
Design Development Phase	<u>\$</u>	<u>\$3,118,260.00</u>
Construction Document Phase	<u>\$</u>	<u>\$3,637,970.00</u>
Bidding Phase	<u>\$</u>	<u>\$500,037.00</u>
Construction Phase	<u>\$</u>	<u>\$2,338,695.00</u>
Completion Phase	<u>\$</u>	<u>\$500,038.00</u>
<b>Total Fee</b>	<u>\$446,500.00</u>	<u>\$10,095,000.00</u>

This Amendment is a result of: The District receiving all necessary local approvals to continue with the completion of the Project.

3. The Construction Budget shall be as follows:

Original Budget:	\$40 – 80 million
Amended Budget	\$119,200,890

4. The Project Schedule shall be as follows:

Original Schedule:	September 2016
Amended Schedule	September 2021

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

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

OWNER

Accepted by:  
Dr. Edward A. Bouquillon, Superintendent-Director  
Minuteman Regional Technical Vocational School District

By \_\_\_\_\_  
(signature)

Date \_\_\_\_\_

Accepted by:  
Ford Spalding, Chairman  
Minuteman School Building Committee

By \_\_\_\_\_  
(signature)

Date \_\_\_\_\_

DESIGNER

Accepted by:  
Brian A. Solywoda, AIA  
Vice President  
Kaestle Boos Associates, Inc.

By \_\_\_\_\_  
(signature)

Date \_\_\_\_\_

***Kaestle Boos Associates Inc.***

***September 21, 2016***

**Basic Services for Feasibility Study & Design Development through Project Closeout**

Minuteman Regional Vocational Technical High School proposal for Design Services for new 628 student option with early bid packages for site, foundations and structural steel. Also included is the demolition of the existing building and fields.

**Architecture and Engineering**

Feasibility Study (Complete)	\$ 446,500
------------------------------	------------

Design Development	\$3,118,260
--------------------	-------------

Construction Contract Documents	\$3,637,970
---------------------------------	-------------

Bidding	\$ 500,037
---------	------------

Construction Contract Administration	\$2,338,695
--------------------------------------	-------------

Closeout	\$ 500,038
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<b>Basic Services Subtotal</b>	<b>\$10,541,500</b>
--------------------------------	---------------------

***Reimbursable Basic Services***

Printing (over minimum)	\$75,000
-------------------------	----------

Other Reimbursable Costs	\$ 220,000
--------------------------	------------

Hazardous Materials	\$ 380,000
---------------------	------------

Geotech & Geo-Environmental.	\$ 95,000
------------------------------	-----------

Site Survey	\$ 20,000
-------------	-----------

Wetlands	\$ 20,000
----------	-----------

Traffic Studies	\$ 15,000
-----------------	-----------

<b>Reimbursable Basic Services Subtotal</b>	<b>\$ 825,000</b>
---	-------------------

<b><i>Total Design Services</i></b>	<b>\$11,366,500</b>
-------------------------------------	---------------------