

TRANSMITTAL

Date: xx November 2021

To: Mary Kolesar
Office of the Inspector General, Commonwealth of Massachusetts
Room 1311
John McCormack State Office Building
One Ashburton Place
Boston, MA 02108

From: Margaret Minor Wood

Re: Application for the use of CM at Risk Procurement
On behalf of the Advanced Math & Science Academy Charter School

Please find attached one original and three copies of AMSA's application for the use of Construction Management at Risk Procurement for renovations and new construction at their campus on Forest Street in Marlborough. Please contact me if you have any questions. My mobile number is 617-216-5760.

Cc: Ellen Linzey, Executive Director, AMSA
Bob Baldwin, QPD LLC
Kseniya Slavsky, Anser Advisory

Advanced Math and Science Academy Charter School (AMSA)

OIG Construction Management at Risk Application to Proceed

Please submit one original with signatory pages and three copies of the following information. Use additional sheets where necessary. To assist in the evaluation process, please submit and identify information and documents with the item numbers on this application form.

Part A: General Information

1. Awarding Authority name: **Advanced Math and Science Academy Charter School**
 - a. Awarding Authority Person in Charge of Project: **Ellen Linzey, Executive Director**
 - b. Awarding Authority Address: **201 Forest Street, Marlborough MA 01752**
 - c. Phone number: **508-597-2400, x. 2456**
 - d. E-mail: e.linzey@amsacs.org

2. OPM name: **Anser Advisory**

3. Designer name: **Finegold Alexander Architects**

4. Narrative description and brief history of the project:

The Advanced Math and Science Academy Charter School ("AMSA") currently occupies a three-building campus at 165, 199 and 201 Forest Street in Marlborough. AMSA has recently entered into an agreement with its landlord to purchase the leased property and therefore own the entire campus. Upon acquisition, AMSA envisions a variety of improvements which include systems upgrades, vacant space fit out, a new gymnasium building, and on-site roadway redesign.

The Advanced Math & Science Academy Charter School (AMSA) is a seven-year, comprehensive public school, educating students in grades 6-12. AMSA opened its doors in 2005 and is located in Marlborough, Mass., about 35 miles west of Boston.

Admittance to AMSA is based on a space-availability lottery conducted annually in late winter. While preference in admission is given to families from AMSA's core towns of Clinton, Hudson, Marlborough, and Maynard, students travel to AMSA from more than 30 different communities.

AMSA serves approximately 1,000 students in grades 6-8. There are approximately 130 staff members. Since AMSA draws from numerous towns (30+ in all), high school students are allowed to drive to school.

- a. Estimated square feet: **Approximately 130,000sf in total, of which approximately 25,000sf will be built out**
 - b. Program type: **Charter Public School**
 - c. Building type: **Three buildings of different eras and structural types**
5. Project schedule elements, including, but not limited to:
 - a. Feasibility study completion date (if any): **August 2021**
 - b. Owner's Project Manager contract execution date (if not an employee): **September 27, 2021**
 - c. Designer contract execution date: **Anticipated November 2021**

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- d. Projected procurement milestone dates, including but not limited to the following items: request for prequalification issuance, request for proposals issuance, CMAr firm contract execution date, other . . .

See Attachment 1

- e. Projected completion date (use and/or occupancy): **August 2023**
6. Submit an estimated total project budget, including but not limited to line items for the following items:
- a. Owner's Project Manager contract amount (if not an employee): **\$290,000**
 - b. Designer contract amount: **\$925,000**
 - c. Estimated construction cost: **\$11,637,000**
 - d. Other costs: **See Attachment 2**
 - e. Identify the source of the estimated project budget and estimated construction costs. **The estimated project costs (soft costs and construction costs) were developed as part of the Feasibility Study by QPD LLC.**
7. Submit the attached certification form regarding the authorization from the awarding authority's governing body that the awarding authority may enter into a contract with a CMAr firm, including the date of authorization. Submit the results of any public vote if applicable.

See Attachment 3

8. Submit the name(s) and title(s) of the individuals authorized to sign the CMAr contract on behalf of the awarding authority.

Ellen Linzey, Executive Director

9. Submit written evidence of the approval of the governing body of the plan and procedures, if applicable.

See Attachment 3

10. Submit the written determination by the awarding authority that the use of CMAr services is appropriate for the building project and the reasons for the determination.

See Attachment 3

Part B. Awarding Authority Capacity Information

11. Provide an organizational chart of the project organization showing the roles and responsibilities of each individual or entity participating on the project, including contractors.

See Attachment 4

12. Provide the name, affiliation, and contact information for all key members of the project team. List all relevant qualifications and experience, including any public project experience and any CMAr experience (public or private) on project(s) of similar size and complexity or on any other projects, including:
- a. the individual/s within the awarding authority that will make project decisions for the awarding authority and that will supervise the Owner's Project Manager,

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- b. the Owner's Project Manager (OPM),¹
- c. the Designer,² and
- d. any other members of the project team or special consultants to be used to support the project (e.g., counsel, accountant/ financial advisor)

See Attachment 5

13. Submit a copy of the scope of services portion of the OPM contract or, if the OPM is an employee, the individual's title, job description, and scope of work related to the CMaR project, and a copy of the scope of services portion of the designer's contract.

See Attachment 6a (OPM) and 6b (Designer)

14. Submit the awarding authority's detailed and comprehensive plan and procedures³ outlining the expertise/ability of the awarding authority and the project team to effectively procure and manage CMaR services. Provide information regarding each of the following components of a CMaR project:
- 14a. The awarding authority's plan and procedures for acquiring appropriate expertise to assist where the team may not have the necessary experience to meet anticipated challenges.
 - 14b. The awarding authority's plan and procedures for conducting the two-phase selection process for hiring a CMaR firm and the methods that will be used to ensure fairness in competition, evaluation, and reporting of results at every stage in the procurement.
 - 14c. The awarding authority's plan and procedures for developing the cost-plus not to exceed guaranteed maximum price form of contract. Include information on negotiating the contract, including establishing the general condition items, CMaR fee, cost of the work, and other contract components. Include information on what level of design development the awarding authority plans on establishing the GMP, contingency, and other components of the final contract amendment.
 - 14d. The awarding authority's plan and procedures for conducting the two-phase selection process for obtaining trade contractors and the methods that will be used to ensure fairness in competition, evaluation, and reporting of results at every stage in the procurement.

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

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

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

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

See Attachments 7a and 7b

Certification

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

Signature

By: Ellen Linzey

Executive Director

Title

Date

Advanced Math and Science Academy Charter Public School
Awarding Authority

Advanced Math and Science Academy Charter School (AMSA)
OIG Construction Management at Risk Application to Proceed

LIST OF ATTACHMENTS
Advanced Math and Science Academy Charter School (AMSA)

| | |
|---------------|--|
| Attachment 1 | Projected Procurement Milestone Dates, per Part A: Item 5.d. |
| Attachment 2 | Estimated Total Project Budget, per Part A: Item 6.d. |
| Attachment 3 | Certifications and Approvals, per Part A: Items 7, 9 & 10 |
| Attachment 4 | Project Organization, per Part B: Item 11 |
| Attachment 5 | Project Team, per Part B: Item 12 |
| Attachment 6a | OPM Scope of Services, per Part B: Item 13 |
| Attachment 6b | Designer Scope of Services, per Part B: Item 13 |
| Attachment 7a | Plans and Procedures, per part B: Item 14 |
| Attachment 7b | Project Management Manual, Draft 1 |

**Advanced Math and Science Academy Charter School (AMSA)
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ATTACHMENT 1

Part A: Item 5. d. - Projected Procurement Milestone Dates

| | |
|--|---------------------------|
| Feasibility Study Complete | August 2021 |
| OPM selected | August 2021 |
| Designer selected | October 2021 |
| Schematic Design Begun | October 2021 |
| Awarding Authority Approved CMaR Procurement | November 18, 2021 |
| OIG application Submitted | November 22, 2021 |
| Advertise for CM Pre-qualification | November 24, 2021 |
| CMaR Prequalification Deadline | January 4, 2022 |
| Complete evaluation of Qualifications, Shortlist | January 11, 2022 |
| Request CM Proposals | January 11, 2022 |
| CMaR Proposal Deadline | February 1, 2022 |
| Complete evaluation of CM Proposals | February 8, 2022 |
| CM Interviews | Week of February 14, 2022 |
| Select CM and Execute Contract | Late February 2022 |
| Trade Contractor Pre-qualification | April 2022 |
| Construction Documents Complete | June 2022 |
| Trade contractor Bidding | June-July 2022 |
| Award Subcontracts / Execute GMP | August 2022 |
| Construction Start | September 2022 |
| Construction Completion | May 2023 (latest) |
| Closeout / Punch List | July 2023 |
| Project Completion | August 2023 |

AMSA

165, 199, 201 Forest Street Project

Conceptual Budget

| TOTAL PROJECT COST ESTIMATE | | |
|--------------------------------------|----------------------|-------------------------------|
| Acquisition | \$ 12,800,000 | Agreed Terms |
| Construction | 12,487,000 | Incl. Contingency |
| Financing and Transaction | 271,000 | Tax exempt bond debt |
| Design and Engineering | 990,000 | Arch., Geotech, Transp., etc. |
| Project Mgmt., Inspections, Overhead | 527,000 | Incl. Financing Consulting |
| Furniture and Equipment | 150,000 | Excl. 2 floors of furniture |
| Soft Cost Contingency | 125,000 | |
| RE Taxes and Interest | - | In operating budget |
| Total | \$ 27,350,000 | |

| Construction Cost Estimate | | |
|--|----------------------|----------------------|
| Construction Items | Assumptions | Est. Cost |
| <u>165 Forest</u> | | |
| 3rd Floor fit up | 12,000 \$110.00 /SF | 1,320,000 |
| 4th Floor fit up | 12,000 \$110.00 /SF | 1,320,000 |
| Stairway and Accessibility | | 350,000 |
| General Building Improvements | | 150,000 |
| Subtotal 165 Forest Street | | 3,140,000 |
| <u>Site Work</u> | | |
| General Earthwork Cut and Fill allow | | 400,000 |
| Roadways and Parking lots | | 300,000 |
| Site Furnishings, Lighting & Landscaping | | 200,000 |
| Stormwater Management | | 250,000 |
| Utilities | | 100,000 |
| Subtotal Sitework | | 1,250,000 |
| <u>Gymnasium</u> | | |
| Excavation and associated sitework | | 200,000 |
| Pre-engineered metal bldg | 14,000 \$350.00 /SF | 4,900,000 |
| Additonal Locker Room Fit Out | | 200,000 |
| Subtotal Gym | 14,000 \$378.57 /SF | 5,300,000 |
| 199 - 201 Improvement Allowance | | 400,000 |
| Sub Total Direct Costs | | \$ 10,090,000 |
| General Conditions/Requirements | 10 mos. \$80,000/mo. | 800,000 |
| Insurance and Bond | 2.25% | 245,000 |
| CM Contingency | 2.00% | 218,000 |
| Fee | 2.50% | 284,000 |
| Total | | \$ 11,637,000 |

**Advanced Math and Science Charter Public School (AMSA)
OIG Construction Management at Risk Application to Proceed**

ATTACHMENT 3

**Part A: Items 7, 9 & 10 – AMSA Charter Public School Certification
Advanced Math and Science Academy Charter School (AMSA)**

See attached:

VOTES AUTHORIZING CONSTRUCTION MANAGEMENT AT RISK
DELIVERY METHOD

AMSA Board of Trustees Vote dated November 18, 2021

CERTIFICATE OF AUTHORITY TO USE CM AT-RISK DELIVERY METHOD

I, _____, [legal counsel for the governing body as identified below] do hereby certify to the Office of the Inspector General of the Commonwealth of Massachusetts, in accordance with M.G.L. c. 149A, § 4(a)(1), regarding using construction management at risk services for the Advanced Math & Science Academy Forest Street Renovation ("the Project"), as follows:

(1) That the Advanced Math and Science Charter School is a public agency as defined in M.G.L. c. 149, § 44A (1), is duly organized and existing under the laws of the Commonwealth of Massachusetts and has received the necessary authority and power from its governing body, the Board of Trustees, to enter into a contract with a construction management at risk firm and to perform all its obligations in connection with the Project.

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

Signature

Title

[add SEAL]

Date

Advanced Math & Science Charter School

Resolution of the Board of Trustees

Adopted November 18, 2021

On November 18, 2021 at a meeting of the Board of Trustees of the Advanced Math & Science (AMSA) Charter School held in compliance with open meeting laws at which a quorum of the Board of Trustees was present:

Approval of the use of the “Construction Management at Risk” method of construction delivery. Action:

WHEREAS, the Project is estimated to cost \$5 million or more;

WHEREAS, the AMSA Charter School plans to use the Construction Management at Risk (“CM at Risk”) method, pursuant to Mass. Gen. Laws, Chapter 148A, §1-13;

WHEREAS, the Foundation has retained Anser Advisory Management LLC to serve as the owner’s project manager in connection with the Project and has retained Finegold Alexander Architects as project designer pursuant to Massachusetts Designer Selection Board selection process;

WHEREAS, a prequalification and selection committee shall be established in connection with procurement of a CM at Risk firm or manager for the Project, pursuant to Mass. Gen. Laws Ch. 149A, §5(b) and §6(a); and

WHEREAS, the Prequalification and Selection Committee is expected to review and evaluate responses submitted to a request for qualifications, to review and evaluate responses submitted to a request for proposals and to take any other actions as required pursuant to Mass. Gen. Laws Ch. 149A, §5, §6 and §7;

After a motion duly made and seconded on November 18, 2021, it was:

VOTED: That AMSA Charter School determine that the use of CM at Risk services is appropriate for the Project because of the need for construction phasing and complex occupied renovations.

VOTED: That the AMSA Charter School approve the plan and procedures, as summarized in Exhibit A and an application to the Office of the Inspector General, to effectively procure and manage CM at Risk services for the Project.

VOTED: That AMSA Charter School authorize the submission of said application to utilize the CM at Risk construction delivery method to the Massachusetts Office of Inspector General and authorize the execution of such additional documents in connection therewith, including without limitation a Certification of Authority to Use the Construction Management At Risk Delivery Method.

VOTED: That, upon receipt of a notice to proceed from the Massachusetts Office of Inspector General, AMSA Charter School authorize the procurement of a CM at Risk firm or manager.

IN WITNESS WHEREOF, the undersigned AMSA Charter School **President of the Board** has hereunto set his signature as such officer as of **November 18, 2021.**

Signed,

Roger Jarrett
President of the Board of Trustees
Advanced Math & Science Charter School

Attachment: Exhibit A

Exhibit A

A SUMMARY OF PLANS AND PROCEDURES TO ENGAGE AND MANAGE THE CM@R PROCESS

ADVANCED MATH & SCIENCE ACADEMY CHARTER SCHOOL

In accordance with the requirements of M.G.L. Chapter 149A, the Advanced Math & Science Academy Charter School (“the School”) has assembled a consultant team to assist the school’s staff to properly use the CM@R construction delivery method. The team members, led by Anser Advisory Management LLC, Owner’s Project Manager, have the necessary expertise to implement Construction Management at Risk Procurement on the Project.

The School will use a two phase selection process to engage a Construction Manager at Risk for the Project, in accordance with M.G.L. Chapter 149A, §5. In the first phase, the School’s Prequalification Committee (to be established shortly) will determine those firms that are qualified to complete for award of CM at Risk contract. In the second phase, prequalified firms will be invited to submit technical and price proposals, based upon which a final selection will be made

Following ranking of the proposals, the Selection Committee shall conduct negotiations with the highest ranked proposer. Such negotiations may include any aspects of the proposer’s proposal, the terms and conditions of the contract to be entered into between the School and the selected CM at risk firm. However the fee for preconstruction services and the fee for construction services, as offered in the CM’s proposal, is not subject to negotiation.

The School shall keep all records in connection with the selection of a CM at Risk for the Project.

The contract to be entered into between the School and the selected CM will be based on the cost of the work plus an agreed upon fee, subject to a guaranteed maximum price (“GMP”). The contract will include the owner-construction manager agreement, general conditions of the contract, supplemental conditions for MBE/WBE participation and other supplemental conditions if applicable, as well as drawings, specifications and other contract documents.

The contract entered into with the selected CM will require the CM to submit to the School a GMP proposal, including a detailed written statement of the basis for the guaranteed maximum price proposed (design documents, allowances, assumptions and clarifications, schedule and occupancy assumptions, detailed breakdown of GMP by trade, general conditions, contingency, fee, etc.). The CM’s GMP proposal will be based

on design documents that represent at least 60% construction documents as determined by the School in consultation with the Project Architect.

Trade contracts for the Project will be awarded in accordance with the provisions of §8 of M.G.L. chapter 149A. The School will establish a trade contractor Prequalification Committee for the purpose of reviewing statements of qualifications submitted in response to the Request for Qualifications. The Prequalification Committee shall be made up of one representative of the Project Architect, one representative of the CM and at least two representatives appointed by the School, including the OPM. The School will develop a policy and procedures by which the CM will not participate in trade contractor prequalification decisions for trades, if any, in which the CM desires to, compete for performance of the work.

The trade contractor Prequalification Committee will evaluate the statements of qualifications submitted in response to the RFQ and assign a point score to each in accordance with the statutory requirements.

Bids received will be opened publicly by the School. The School, together with the CM and the School's OPM, will review the bids and any bid which does not include the bid bond or affidavits required pursuant to Section 8(g), or in which the information requested is incomplete, conditional or obscure, or which contains any additions not required in the RFB, shall be rejected.

The School will maintain a written record of the trade contractor prequalification and award process.

For award of subcontracts for other subcontract work the CM will submit to the School for approval proposed qualifications for subcontractors from whom bids will be solicited for each element of Other Subcontract Work, and a list of at least three subcontractors which the CM believes meet such qualifications.

Once construction has started oversight and management of the CM will include regular Project meetings, administration of the construction contract by the Project Architect and the OPM, and oversight by the School.

Cost control and oversight will be the primary responsibility of the OPM. The OPM will meet monthly with the CM and the School to reconcile all Project costs and invoices. During construction the Architect and the OPM will approve the CM's monthly applications for payment based upon work completed and subject to retainage until closeout of the project. Monthly project budget updates will be provided to the School by the CM and OPM. Cost of the Work expended by the CM will be monitored during the construction period with annual independent audit upon project completion at the option of the School.

Advanced Math and Science Charter Public School (AMSA)
OIG Construction Management at Risk Application to Proceed

ATTACHMENT 4

Part B: Item 11. – Project Organization
Advanced Math and Science Academy Charter School (AMSA)

AMSA
Board of Trustees

Awarding Authority, governed by the Executive Committee. The Board of Trustees provides written determination for and holds the vote to authorize use of the CMaR process. Executive Director Ellen Linzey is authorized to execute documents on behalf of the Board of Trustees.

Owner's Real Estate Consultant
QPD LLC

Robert Baldwin of QPD LLC oversees the project, approves design and the GMP, and provides day to day direction to the OPM, the designer and the CM.

Legal Counsel
Fletcher Tilton PC

Todd Brodeur of Fletcher Tilton PC provides legal services to AMSA. Fletcher Tilton has experience in acquisition, development, Massachusetts public procurement and real estate financing.

Owner's Project Manager
Anser Advisory

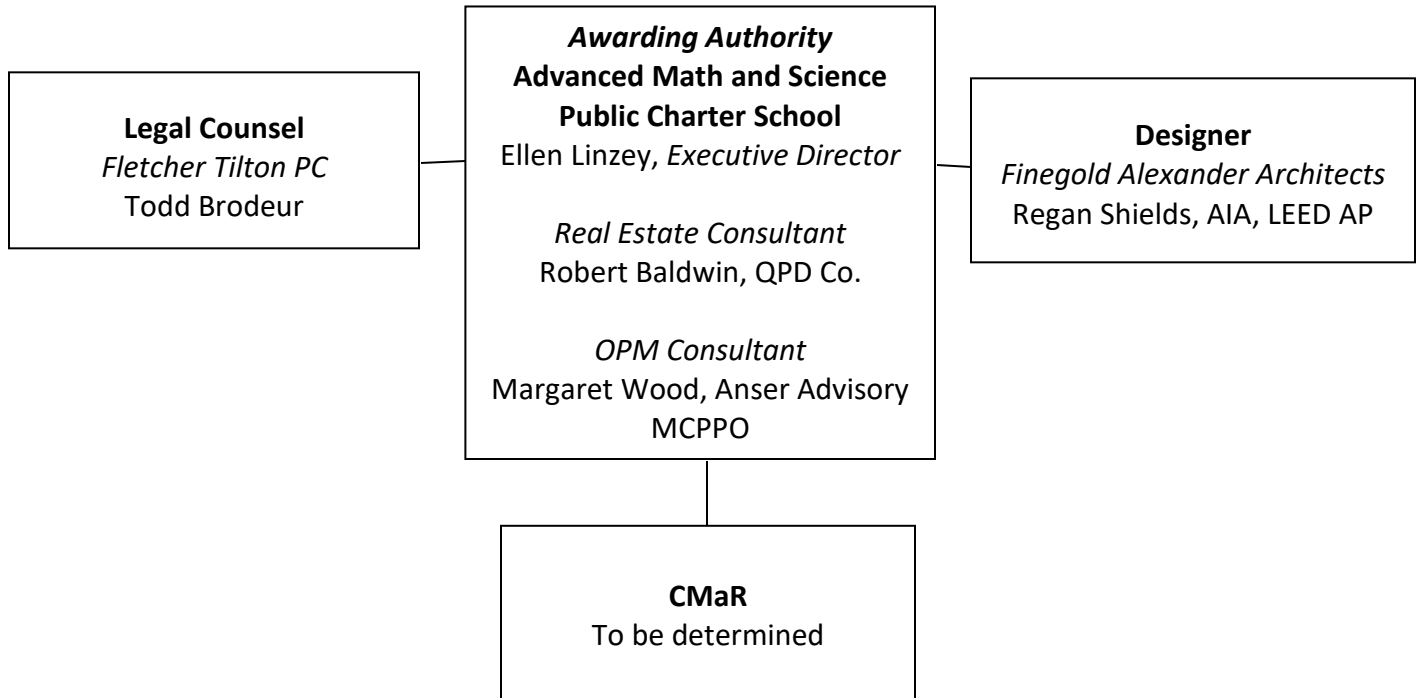
Anser Advisory provides complete Owner's Project Management services throughout the project, including managing the consultant team, monitoring the project budget, approving contract payments, leading procurements, (including the CM selection process, the trade contractor pre-qualification process and the GMP negotiation) and project monitoring. Anser submits design and estimating documents to the Board of Trustees for review and approval to proceed with the project.

Designer
Finegold Alexander Architects

FAA provides the design bid documents and design consultant coordination for the project, submits design and estimating documents to the Board of Trustees for review and approval to proceed with project, assists with the CM selection process, including review of CM RFQs and RFPs and participation in interviews, coordinates with the selected CM, provides contract administration services, certifies progress payments to CM, monitors project closeout and substantial completion.

**Advanced Math and Science Charter Public School (AMSA)
OIG Construction Management at Risk Application to Proceed**

***Project Organization – Organizational Chart
Chapter 149a***



**Advanced Math and Science Academy Charter School (AMSA)
OIG Construction Management at Risk Application to Proceed**

**ATTACHMENT 5
Part B: Item 12. – Project Team
Relevant Qualifications and Experience
& Contact Information
Advanced Math and Science Academy Charter School (AMSA)**

Following are the names, affiliation, and contact information for the key members of the project team and a list of relevant qualifications and experience, including public project experience and Construction Management at Risk (“CMaR”) experience on projects of similar size and complexity.

| | |
|---|---|
| Executive Director Ellen Linzey | Advanced Math and Science Academy Charter School 201 Forest Street, Marlborough MA 01752 508-597-2400, x. 2456 e.linzey@amsacs.org |
|---|---|

Ellen brings over 30 years of experience in the nonprofit sector in both education and business operations, with a focus on serving low income and first-generation-to-college students. She holds a Bachelor’s Degree in Business Management and a Master’s Degree in Counseling.

| | |
|--|---|
| Owner Project Manager Margaret Wood, MCPPO | Anser Advisory Management LLC 18 Tremont Street, Boston, MA 02108 617-445-3555 margaret.wood@anseradvisory.com |
|--|---|

Anser Advisory’s New England office was founded in Boston 1998 to provide value driven project management services for public, non-profit and institutional owners.

Project Director Margaret Wood has a wide variety of experience in all facets of the industry, including project management on large, multi-phased projects. Ms. Wood’s procurement and project management background includes multiple Chapter 149a procurements for charter and district schools throughout the Commonwealth. A sample of the projects which Anser Advisory. has undertaken with Margaret’s leadership as Chapter 149a CMaR projects includes:

- Renovation and expansion of the Norton High School
- Renovation and expansion of the Excel Academy Charter School
- Renovation and expansion of the MATCH Charter School
- Renovation and expansion of the Brooke Mattapan Charter School
- Construction of the new Clark Avenue Middle School for the City of Chelsea
- Renovation of the Bridge Boston Charter School

**Advanced Math and Science Academy Charter School (AMSA)
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- Construction of the Boston Prep Charter School
- Renovation of the Pine Grove Elementary School, Rowley

Ms. Wood holds a Master's in Architecture from the Harvard Graduate School of Design. She first received the OIG's Massachusetts Certified Public Purchasing Official (MCPPO) certification in 2014 and has been recertified twice.

Designer

Regan Shields, AIA

Finegold Alexander Architects

77 North Washington Street, Boston MA 02114

617-227-9272

rshields-ives@faainc.com

Regan has more than 20 years of professional experience as an architect. She is responsible for leading the design team from project inception through design, permitting, construction documents, and construction administration. Regan has completed a wide range of renovation projects, including:

- Renovation and expansion of Methuen High School
- UMass Amherst's Old Chapel Renovation
- Restoration of the First Church of Christ the Scientist

Regan received her Bachelor of Architecture degree from Lehigh University and a Master of Architecture from the University of Pennsylvania.

Legal Counsel

Todd Brodeur

Fletcher Tilton PC

370 Main Street, #1200, Worcester, MA 01608

508-459-8000

Todd is a Real Estate Development Attorney. His practice focuses on the disposition, acquisition, leasing, development and financing of commercial real estate. For more than 15 years, Mr. Brodeur has represented institutions, developers, investors and lenders in all aspects of commercial real estate. Representative matters include acquisitions, permitting, financing, land disposition agreements, as well as building and ground leases for landlords and tenants, including the public sector.

**Advanced Math and Science Academy Charter School (AMSA)
OIG Construction Management at Risk Application to Proceed**

ATTACHMENT 6

**Part B: Item 13. – OPM and Designer Scope of Services
Advanced Math and Science Academy Charter School (AMSA)**

See attached:

- 6a. OPM Contract Scope of Services
- 6b. DESIGNER Contract Scope of Services

ATTACHMENT 6a
Part B: Item 13. – OPM and Designer Scope of Services
Advanced Math and Science Academy Charter School (AMSA)

I. Permitting and Public Process

- A. Attend meetings with city and state officials as necessary.
- B. Coordinate preparation of applications for all required permits, including:
 - 1. Design Review
 - 2. Department of Public Works
 - 3. Water and Sewer Operations
 - 4. Building (Inspectional Services)
 - 5. Utilities
 - 6. Transportation Department
- C. Assist and advise with the community process, government relations and public relations as requested.

II. Project Set-Up / Project Controls

- A. For the Owner, review and summarize the Feasibility Study and due diligence reports.
- B. Develop communication, reporting, and approval protocols for the entire project team.
- C. Develop a permitting and public approval strategy with Owner.
- D. Update the master budget on a regular basis, including contingency forecasting.
- E. Track and report on design and construction contingencies on monthly basis.
- F. Develop and update the master schedule on a bi-monthly basis; once construction starts, the Contractor will develop and maintain the detailed construction schedule.
- G. Develop and update a detailed close-out and move-in schedule.
- H. Manage the designer selection process with the Designer Selection Board and contract execution with Designer.
- I. Manage process for selection and contracting of CMaR pursuant to Chapter 149A.
- J. Lead team effort to establish scheduling, phasing, pre-purchasing, construction scope determination, and other matters to ensure construction project during is completed as required.
- K. Lead team effort to investigate various design options for the project in order to most cost effectively maximize teaching spaces in the original building.
- L. Ensure proper procedures are established and consultants hired to secure LEED Certification, if required by the permit process.

III. Financing and Acquisition

- A. Provide necessary support for financing effort, including budgets, cash flows,

schedules and other project information; coordinate items required for closing:

1. Architects Insurance, Contract, Assignments & Consents
 2. Contractor's Insurance, Contract, Assignment & Consents, Bond, Draw Schedule, Schedule of Values
 3. ACM, Lead or other Hazardous Materials reports
 4. Property survey and other title insurance requirements
- B. Support legal team as requested.

IV. Design Development

- A. Advise on schedule and regulatory feasibility and estimated cost of various renovation alternatives.
- B. Review due diligence findings and advise on acceptability and /or further investigation.
- C. Manage architect and design team and attend (bi) weekly meetings.
- D. Manage value engineering throughout process.
- E. Provide cost estimating services as requested and coordinate reconciliation meetings with the Architect.
- F. Review final construction and bidding documents prepared by architect.
- G. Coordinate preparation of select portions of contract documents including:
 1. Insurance requirements
 2. Wage rates
 3. Unit prices
 4. Alternates
 5. Lender requirements
- H. Coordinate review of documents by the lender(s) inspectors.
- I. Assess sustainable development options for heating systems, window options, insulation options.
- J. Identify potential grants and rebates available to the project from local utility company programs.
- K. Advise on long lead items and other aspects of the project which impact schedule.
- L. Review and process invoices.

V. Construction Management

- A. Manage M.G.L. Chapter 149a CMaR selection process including:
 1. Prepare the application to the OIG for approval
 2. Prepare and submit notices and/or advertisements
 3. Draft the RFQ and RFP, coordinate reviews and evaluations, coordinate committee assignments
 4. Establishing the ranking criteria
 5. Coordinate interviews
 6. Document all activities and proceedings
- B. Coordinate pre-construction services from the CM.

- C. Review and monitor selection of prequalification of trade contractors and other subcontractors for the Project in accordance with M.G.L. Chapter 149A.
- D. Serve on the trade contractor prequalification committee. Ensure process is conducted in compliance with established law.
- E. Review and/or recommend to the CM to separate contracts or early bid packages to ensure compliance with occupancy or schedule requirements.
- F. Perform final review of bidding documents and provide written comment to the Architect and the CM or any omissions or discrepancies observed.
- G. Participate in pre-bid conferences. Review responses to questions from trade contract bidders and coordinate issuance of clarifications and addenda.
- H. Participate in bid openings. Review sub-bids received.
- I. Negotiate the GMP with the CM with participation by Architect.
- J. Obtain required documents prior to construction including bonds, insurances, schedule, schedule of values.
- K. Manage change order process, including:
 - 1. Review pricing
 - 2. Verify quantities
 - 3. Coordinate approval with lender(s) inspector
- L. Attend weekly job meetings, issue meeting notes until construction commences, review and approve Contractor meeting notes thereafter.
- M. Conduct twice weekly site visits.
- N. Oversee MBE/WBE compliance and any labor reporting requirements of the construction team.
- O. Track and record required documents (waste manifests, insurance certificates, lien releases, permits).
- P. Manage abutter and interested party relations.
- Q. Manage payment of requisitions and management of financing relationship with lenders during pre-construction and construction, including:
 - 1. Establish and review "open book" accounting process
 - 2. Monitor CM's accounting and subcontractor buy out and CM's cost accounting records and information
 - 3. Establish and review "open book" accounting process
 - 4. Ensure final audit of project costs is conducted
 - 5. Review and approve CM's use of contingency
- R. Monitor schedule.
- S. Review of punch list and completion date.
- T. Manage selection and performance of building Commissioning Agent and the Testing and Inspecting Engineer.
- U. Coordinate with the local utilities for new or upgraded services (water, sewer electric, gas, telephone, data services).
- V. Maintain project records for turnover at project completion.
- W. Ensure timely response from all parties to field issues.
- X. Monitor compliance with permitting requirements.
- Y. Process direct pay request from filed sub trades, if any.

VI. Project Close out

- A. Assist on selection and budgeting for Furniture, Fixtures and Equipment.
- B. Secure receipt of final lien waivers and as-built drawings.
- C. Secure Occupancy Permits and other required permits for School occupancy.
- D. Oversee project turnover to client, including warranties.
- E. Secure O&M manual for client; Architect will review and approve the submittal.
- F. Oversee building system start-up and commissioning.
- G. Oversee Owner's training on operations of building systems.
- H. Provide final DCAMM evaluation of Contractor.

EXTRA SERVICES & ASSUMPTIONS. The following are excluded from the Base Scope:

- A. Review and inspection of material stored off-site, if any.
- B. Emergency evacuation plan required by the Fire Department prior to occupancy.
- C. Programming and procurement of furniture and technology, including computer equipment, racks, switches, handsets and other appurtenances for the computer and telephone system.

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**ATTACHMENT 6b
DESIGNER SCOPE OF SERVICES
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This contract language is based on DCAMM’s Standard Contract for Design Services with the addition of aspects of the MSBA Designer Scope for Construction Management at Risk incorporated:

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ARTICLE 4: PROSECUTION AND PROGRESS OF BASIC SERVICES

The Designer shall perform the following specific tasks in the following phases:

4.1 Schematic Design Phase Services.

- i. Upon receipt of a Notice to Proceed with Schematic Design Phase from the Awarding Authority, the Designer and its appropriate Consultants shall meet with agents of the Awarding Authority and the User Agency to arrive at a mutual understanding of the requirements of the Study or Program furnished by the Awarding Authority.
- ii. The Designer shall submit a proposed design work plan for the Designer's Services pursuant to this Contract including anticipated tasks and submittals. The Designer shall submit a proposed Contract Schedule consistent with any project schedule included in the Study or Scope of Services referenced in Attachment A. The schedule shall contain dates for submittals, deliverables, actions, milestones, design workshops, meetings and the critical path through all design service activities. It shall include allowances of time for the User Agency's and the Awarding Authority's review and approval of submittals and for necessary submissions for Permits in connection with the Project. When Approved by the Awarding Authority the work plan and the Contract Schedule shall govern the Designer's duties hereunder. The work plan shall also include a work plan schedule of values consistent with the payment schedule for the Basic Fee specified in Section 8.2 which shall be the basis of which payments of the Basic Fee within each phase shall be made. The work plan schedule of values shall identify deliverables within each phase and percentages of the phase fee payable upon completion of such deliverable. When Approved by the Awarding Authority the work plan schedule of values shall govern the timing of payments of the Basic Fee upon completion of deliverables within each phase and as each phase progresses.
- iii. The Designer shall prepare a preliminary evaluation of the Awarding Authority's Program, Study and construction budget requirements subject to the limitations described in subparagraph iv below. If the Designer is the Designer that performed the Study, the Awarding Authority may at its option permit the Designer to develop the preferred Study alternative. Otherwise the Designer shall develop at least three alternative designs to a pre-schematic level. For the purposes of the preceding sentence "pre-schematic" means a general design concept level including program space and building envelope, footprint, massing, volume, orientation, and site context. Each pre-schematic alternative shall include a Construction Cost Estimate in Unifomat II Level 1 format. The Designer shall review with the Awarding Authority the alternative designs and shall make a recommendation as to the preferred alternative. Upon selection by

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the Awarding Authority of the preferred alternative, the Designer shall develop the preferred alternative to a full schematic design level. Designer shall provide the following schematic design level documentation which shall include and incorporate Awarding Authority and User Agency comments:

- (a) drawings, concept sketches, three dimensional representations, and specifications;
 - (b) a building code analysis;
 - (c) an environmental assessment;
 - (d) a preliminary life cycle cost analysis to determine which design decisions related to all energy and water consuming devices and overall building operation and maintenance are the most cost effective [M.G.L. c. 149, § 44M and c. 7, §39D],
 - (e) a summary of applicable public utility incentive programs as determined by the Awarding Authority and a plan for implementation or inclusion of incentives;
 - (f) an analysis of the design's compliance with the Americans with Disabilities Act/Massachusetts Architectural Access Board requirements;
 - (g) a space measurement analysis for the design which shall verify that the sum of all program floor areas in the Project plus all other floor areas in the Project equal the Gross Floor Area of the Project;
 - (h) a Construction Cost Estimate for the design in Uniformat II Level 2 format with aggregated unit rates and quantities supporting each item and verified as accurate and complete by the cost estimator and/or Owner's Project Manager , if any, employed by the Awarding Authority;
- iv. Schematic design level documentation shall also include a summary comparing the schematic plans, specifications and Estimated Construction Cost of the design to the Program and Study requirements and shall explain any deviation therefrom. The Designer shall be aware of the following provisions of M.G.L. c. 29, § 26A and shall cause its services to comply therewith:

"No state agency . . . administering a capital facility project shall enter into any contracts for that project . . . or cause to be performed design services for that project . . . if such would result in the completion of a project which cannot be accomplished (a) within the appropriation or authorization for the project or within the project cost limits specified by the appropriation or authorization and (b) without substantial deviation from (i) any study or program which must be prepared in accordance with the provisions of section 7K of this chapter or (ii) any other pre-design planning document which must be prepared in accordance with any other statute, appropriation or authorization or administrative directive consistent therewith. In no event shall the design work be such as would result in a change in the number of gross square feet to be constructed in the project of

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more than ten per cent from the number specified in the study, program or other pre-design document referred to [above].”

- v. Schematic Design Phase drawings, specifications, Construction Cost Estimates and other submittals shall be subject to the written Approval of the User Agency and the Awarding Authority. Unless a lesser number is requested by the Awarding Authority, the Designer shall submit to the Awarding Authority for approval six (6) copies of schematic design drawings, specifications, cost estimates, and other submittals.

4.2 Design Development Phase Services

- i. Upon receipt of a Notice to Proceed with the Design Development Phase, the Designer and its Consultants shall meet regularly and as necessary with agents of the Awarding Authority and the User Agency, shall update and refine items submitted during the Schematic Design Phase, and shall submit, on or before the date specified in the Contract Schedule, and on the basis of the Approved Schematic Design Phase documents:
 - (a) an updated work plan and Project Schedule;
 - (b) a list of all Permits required to implement the design and a schedule of target dates for the procurement of such Permits, which list and schedule shall be regularly updated during the term of this Contract;
 - (c) information and documentation within the technical expertise of the Designer and its Consultants that is necessary for the Awarding Authority to file Environmental Notification Forms, Environmental Impact Reports, and any other filings for Permits that must be filed during the design development phase;
 - (d) complete design development drawings, draft specifications indicating any filed sub-bid sections based on the cost of the work and other documents necessary to specify the size and character of the Project as to siting, landscape, architectural, structural, fire protection, plumbing, HVAC, electrical, ADA/MAAB, product requirements, and other features;
 - (e) quality control documentation demonstrating without limitation coordination of: ceiling clearances, mechanical room size, and shaft sizes; specifications and drawings; filed sub-bid work or sections; scheduling; equipment and power; existing and new construction; and phasing;
 - (f) design development drawings for which the Designer shall submit for a "tentative approval" review to the public agency having jurisdiction over enforcement of the State Building Code with respect to the Project (the Department of Public Safety of the Commonwealth for state-owned Projects or the building commissioner of the city or town in which the Project is located for other projects);

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- (g) an updated life cycle cost analysis to determine which design decisions related to all energy and water consuming devices and overall building operation and maintenance are the most cost effective [M.G.L. c. 149, §. 44M and c. 164, §331];
 - (h) a Construction Cost Estimate for the design in Unifomat II Level 3 format, with unit rates and quantities supporting each item, which shall have been reviewed and approved as accurate and complete by any cost estimator or Owner's Project Manager employed by the Awarding Authority with respect to the Project;
 - (i) a space measurement analysis for the design verifying that the sum of all program areas in the Project plus all other floor areas in the Project equals the Gross Floor Area of the Project;
 - (j) a summary or summaries comparing the design development drawings, specifications and cost estimates with the Program requirements, and explaining any deviations in writing.
- ii. Such drawings, specifications, cost estimate and other design development submittals shall be subject to the written Approval of the User Agency and the Awarding Authority. Unless a lesser number is requested by the Awarding Authority, the Designer shall submit to the Awarding Authority for approval six (6) copies of design development drawings, specifications, cost estimates, and other submittals.

4.3 Construction Documents Phase Services

- i. Upon receipt of a Notice to Proceed with the Construction Documents Phase of the Project from the Awarding Authority, the Designer and its Consultants shall meet regularly as necessary with agents of the Awarding Authority and the User Agency, and based on the submittals Approved in the design development phase of the Project, shall update and refine the items previously submitted and shall submit on or before the date and time specified in the Approved Project Schedule:
 - (a) an updated work plan and Project Schedule;
 - (b) complete construction drawings and specifications, certified by the Designer as having satisfied the applicable quality control review, approved as required by subsection ii below, in sufficient detail to permit fixed-price bids in open competition for construction of the Project;
 - (c) an updated environmental assessment, building code analysis, ADA/MAAB analysis, and a certified list of all required testing and all required Permits as well as a certification that all applicable local, state and utility officials have been contacted by the Designer regarding each utility connection and that the persons responsible for permits or connection approval has agreed to the systems' use;

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- (d) structural and energy calculations, building code analysis, ADA/MAAB analysis;
 - (e) at the 60% stage of completion of the final drawings and specifications, a Construction Cost Estimate prepared using the Unifomat II Classification to Level 3, including quantities of all materials and unit prices of labor, equipment, and materials as well as a cost estimate for each item of work, for review by the Awarding Authority;
- ii. For State Projects: Two sets of the final drawings and specifications must be stamped "Approved" and signed by the appropriate state building inspector from the Department of Public Safety. Two sets of Plumbing drawings and specifications shall be signed and stamped "Approved" by the Board of State Examiners of Plumbers and Gas Regulations Board. Two sets of the fire protection, HVAC, and electrical constructions documents shall be approved, stamped and signed by the local fire chief. Two sets of the electrical construction documents shall be approved, stamped and signed by the local electrical inspector. For other projects: Two sets of the foregoing documents shall be approved, stamped and signed by the local building official, the local plumbing inspector, the local electrical inspector, and the local fire chief respectively.
- iii. The Designer shall furnish a revised and final Construction Cost Estimate, current as of the date of the final bid document submission, including cost estimates for general conditions, overhead and profit, insurance, bonds, and all other items; provisional allowances for work not sufficiently designed at this phase; and allowances expressed as percentage rates for construction contingencies and escalation to the bid date. The final Construction Cost Estimate shall be prepared in Unifomat II Elemental Classification to Level 3 (Sections A-G inclusive) and shall be complete with a single line outline specification description for each item with the detailed unit rate or item cost buildup provided as a backup in each case.
- iv. The Designer shall furnish a final Construction Cost Estimate, current to the date of the final bid document submission, in Construction Standards Institute Masterformat cross-referenced to the final Unifomat II Construction Cost Estimate. This estimate shall contain the same total and percentage allowances as the final Unifomat II Construction Cost Estimate for overhead and profit and for any further allowances for escalation and other contingencies.
- v. The Designer shall also submit a summary comparing the final construction drawings and specifications and final Estimated Construction Cost with the Program requirements and submittals made during the design development phase, explaining any significant deviations.

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- vi. All submittals shall be subject to the written approval of the User Agency and the Awarding Authority. Unless a lesser number is requested by the Awarding Authority or is provided below in subsection vii, the Designer shall furnish to the Awarding Authority for approval six (6) sets of the drawings, specifications Construction Cost Estimates and other submittals. The Designer shall also furnish electronic media copies of the foregoing drawings and documents in such form as is required by the Designers Procedures Manual if the Awarding Authority is DCAM or otherwise in such other format as the Awarding Authority may require.
- vii. From the Approved construction drawings and specifications, with such changes as the Awarding Authority requires, the Designer shall prepare and transmit to the Awarding Authority a set of reproducible black and white drawings and original specifications both in electronic format and on high quality white bond paper, single-sided, properly packaged, suitable for reproduction, stamped and signed by all disciplines, which documents shall become the property of the Awarding Authority. Other suitable methods may be used with the prior Approval of the Awarding Authority. One copy of the drawings and specifications shall be submitted with the reproducible drawings and specifications.
- viii. The Awarding Authority will copy the construction bid documents, including advertisements, for receipt of proposals from construction contractors, and for execution of a Construction Contract or contracts. The Designer shall prepare all addenda (to include bidders' questions and Designer's responses), subject to the Approval of the Awarding Authority. The Designer and its Consultants shall attend and chair the pre-bid conference if one is scheduled, taking note of all questions asked. Relevant questions submitted in writing shall be answered by means of written addenda to the bid documents as required. The Designer shall attend the bid opening and conduct a review of the qualifications of the low filed sub-bidders and general bidder (and of other bidders if necessary) and shall, within three (3) working days of the respective bid opening dates, advise the Awarding Authority in writing of the Designer's opinions as to the sub-bidders' bids and as to which general bidder is the responsible and eligible bidder that has submitted the lowest bid.
- ix. If required by law or requested by the Awarding Authority, the Designer shall, as an Additional Service, assist the Awarding Authority in the prequalification of prime contractors and sub-contractors in the filed sub-bidder or trade contractor scopes of work pursuant to M.G.L. c. 149, §§44D1/2 and 44D3/4 or M.G.L. c. 149A.
- x. If within three (3) months after approval of Construction Documents, in final form, the bids of the lowest responsible and eligible bidders exceed the Fixed

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Limit Construction Cost, the Designer shall, if so instructed in writing by the Awarding Authority, provide such revised construction drawings and specifications and construction cost estimates as the Awarding Authority shall require for the purpose of bringing the cost within the Fixed Limit Construction Cost; provided the Designer may in connection with such revision make reasonable adjustments in the scope of the project subject to the written approval of the Director, which approval shall not be unreasonably withheld. The Designer shall not be paid additional compensation for such services.

4.4 Construction Administration Phase Services.

- i. Consistent with the standard of care and practice stipulated in Section 3.3 above, upon the award of the Construction Contract the Designer and its Consultants shall:
 - (a) be charged with general administration of the Construction Contract to the extent set forth herein;
 - (b) furnish the general contractor with information for establishing lines and grades and shall prepare a set of plans and specifications that incorporate all addenda and SK drawings issued during the bidding process;
 - (c) promptly and in accordance with the requirements of the Construction Contract check, obtain testing where necessary, and approve samples, schedules, shop drawings and other submissions by the general contractor;
 - (d) prepare, maintain and update logs for all submittals and changes to the Construction Contract;
 - (e) visit the site at intervals appropriate to the stage of construction but not less than weekly, and observe the progress of the work, issue written progress reports, and conduct job meetings, and prepare and distribute meeting minutes to assure that the work is being built in conformance with Approved construction documents;
 - (f) report to the Awarding Authority weekly in writing on the progress of the work including whether or not the general contractor is keeping as-built drawings updated;
 - (g) on a weekly basis (or more often as may be necessarily), make specific recommendations on rejection of all Project work observed by the Designer that fails to conform to the Construction Contract documents, and review and inspect corrected work;
 - (h) require each Consultant employed in accordance with Article 3 to make visits weekly during the progress of any work to which that Consultant's services relate and to report upon it in writing to the Designer;
 - (i) conduct semi-final and final inspections of the Project and report the results of such inspections in writing to the Awarding Authority;
 - (j) observe the balancing of air and water circulation systems and report the results thereof;

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- (k) observe the setting and adjustment of automatic controls and report thereon;
 - (l) in a timely manner, decide all questions regarding interpretation of, or compliance with, the Construction Contract documents, except as the Awarding Authority may in writing otherwise determine;
 - (m) furnish electronic versions of the Record Drawings, a final cost report, and other required documents; and
 - (n) assist the Awarding Authority in any bid protest hearings, change order appeal hearings requested under M.G.L. c. 30, § 39Q, and any other litigation, except as provided in Article 6.
 - (o) Except as otherwise specifically set forth in the Construction Contract documents, the Designer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Construction Contract documents.
- ii. The Designer shall submit to the Awarding Authority in a timely manner all requisitions for payment submitted by the general contractor in the form required by the Awarding Authority. With respect to each such requisition, the Designer shall certify to the best of its knowledge that the percentage of work included in the requisition is accurate and that the work performed conforms to the Construction Contract documents. In the event the Designer does not approve the requisition exactly as submitted by the general contractor, the Designer shall forward it for payment to the Awarding Authority dated and signed with corrections with an accompanying letter of explanation setting forth the Designer's objections and recommended changes. The Designer shall coordinate the required visits to the construction site so as to enable it to submit to the Awarding Authority the general contractor's monthly requisition for payment bearing the Resident Engineer's approval or accompanied by the Resident Engineer's letter of exceptions. Timely payments to the contractor are required by M.G.L. c. 30, § 39K; therefore, the Designer shall establish procedures assuring either immediate mail or messenger delivery of the requisition for payment to the Awarding Authority, and shall process requisitions for payment within two working days after receipt of the same.
- iii. Before examining the requisition for final payment submitted to the Awarding Authority by the general contractor and making any certification in response thereto, the Designer shall obtain from the general contractor As-Built Drawings, including drawings showing the actual installation of the site utilities, plumbing, heating, ventilating and electrical work under the Construction Contract, and recording all changes. The Designer shall ascertain that changes authorized by change orders are shown on the general contractor's As-Built Drawings. The Designer shall revise the applicable original reproducible drawings and electronic

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media drawings on the basis of the As Built Drawings and shall submit them as Record Drawings electronically along with two sets of prints to the Awarding Authority; which Record Drawings shall become the property of the Awarding Authority, all as part of its Basic Fee.

- iv. At the conclusion of the Construction Contract the Designer shall assist the Awarding Authority's Authorized Representative or Owner's Representative in the evaluation of the performance of the general contractor as required by M.G.L. c. 149, § 44D or any other law.
- v. Two suitably bound legible copies of all original design and quantity calculations including those pertinent to change orders and shop drawings if applicable shall be furnished by the Designer to the Awarding Authority at the conclusion of the Construction Contract.

4.5 CM at Risk Construction Delivery Services

i. CM at Risk Prequalification & Selection

- (a) The Designer shall participate as a member of the Owner's CM at Risk Prequalification Committee and CM at Risk Selection Committee pursuant to M.G.L. c. 149A, §§ 5 & 6.
- (b) The Designer shall, when authorized by the Owner, prepare for reproduction and distribution all project design documents, that are required for the solicitation and receipt of qualifications and proposals from CM at Risk firms pursuant to M.G.L. c. 149A, §§ 5(b) & 6(a). The Designer shall prepare all addenda (to include questions from CM at Risk firms and Designer responses), subject to the approval of the Owner. The Designer shall attend a pre-proposal conference, and existing site and building tour if either or both are to be scheduled, taking note of all questions asked. Relevant questions submitted in writing shall be answered by the Designer in conjunction with the OPM by means of written addenda to the RFQ or RFP described below, as required.
- (c) As a member of the Owner's CM at Risk prequalification committee, the Designer 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 RFQ and shall make appropriate recommendations regarding the selection of qualified CM at Risk firms to receive a request for proposals from the Owner in accordance with the provisions of M.G.L. c. 149A, § 5(f).
- (d) As a member of the Owner's CM at Risk selection committee, the Designer shall

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review and evaluate the RFP's received from prequalified CM at Risk firms on the basis of the evaluation criteria included in the RFP. The Designer shall make appropriate recommendations regarding the evaluation and ranking of RFP's and the conducting 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. If the Selection Committee elects to conduct interviews of the CM at Risk firms, the Designer shall participate in conducting interviews.

- (e) As member of the Owner's CM at Risk Selection Committee, the Designer shall assist the CM at Risk Selection Committee in non-fee negotiations with the CM at Risk until the Selection Committee has reached an acceptable contract with one of the prequalified CM at Risk firms in accordance with M.G.L. c. 149A § 6(e).
- (f) If, at any time, the Owner terminates the Owner-CM at Risk contract, the Designer shall continue to provide the Designer Services required under this Contract with

any substitute CM at Risk procured by the Owner. If, as provided by law, the Owner elects to proceed with the Project pursuant to the provisions of M.G.L. c. 149 (design-bid-build), the Designer may continue to provide Designer Services pursuant to a mutually agreeable amendment to this Contract subject to the approval of the Authority.

ii. Design Review for the CM at Risk Construction Delivery Method

- (a) The Designer shall provide Designer Services in a manner consistent with the CM at Risk Delivery Method, as defined herein, in all Phases of the Project and shall work cooperatively with the CM at Risk, as well as the Owner, OPM, Commissioning Consultant and the Authority to achieve timely completion of the Project within the Project Construction Budget.
- (b) Upon execution of the Owner-CM at Risk Agreement, the Designer shall:
 - 1. meet with the Owner, the OPM and the CM at Risk to discuss issues and to establish procedures for efficient interaction in a cooperative and mutually supportive manner that will permit all parties to perform their contractual obligations. These procedures shall include, but not be limited to: arrangements for the collaboration and coordination between the Designer and the CM at Risk in the preparation and submission of all design phase documents to the Owner; arrangements for discussions concerning all design phase document submittals among the Owner, OPM, CM at Risk and Designer; and arrangements for frequent and productive interactions between the Owner, OPM, CM at Risk and Designer during all the design phases.

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2. provide copies of the schematic design drawings, specifications, cost estimates and other submittals to the CM at Risk, to assist the CM at Risk in fulfilling its responsibilities to the Owner. The Designer shall consult with the CM at Risk and provide the CM at Risk with an opportunity to review and comment upon deliverables developed by the Designer during the Schematic Design Phase.
- (c) The Designer shall attend and participate in meetings as necessary with the CM at Risk, the Owner and the OPM to resolve all issues.
 - (d) The Designer shall consult with the Owner, the OPM, and the CM at Risk regarding the sequence of delivery of design services; the selection of materials, building systems and equipment; alternative solutions recommended by the CM at Risk when design details affect construction feasibility, schedules, cost or quality; other value engineering comments and recommendations made by the CM at Risk; comments and recommendations concerning the design documents with respect to clarity, consistency, constructability, maintainability/operability and coordination among the trades, coordination between the specifications and drawings, compliance with M.G.L. c. 149A for procurement, installation and construction, and sequence of construction, including recommendations designed to minimize adverse effects of labor or material shortages.
 - (e) The Designer may be required, as a part of Basic Services if previously agreed with the Owner, to prepare plans and specifications for discrete portions of the Work that can be incorporated into separate bid packages for the various Subcontractors who will construct the Project. Such contracts may be awarded concurrently with other contracts or individually, or at different points in time, which may result in the Designer completing portions of the design after commencement of construction of the Project and/or providing Construction Phase services before completion of all design phase services. The design for each separate bid package shall separately be subject to all requirements applicable to the various phases set forth in this Contract and shall be performed in a manner consistent with the provisions of the Project Funding Agreement, including, but not limited to, the Project Construction Budget and Project Schedule.
 - (f) The Designer shall consult with the CM at Risk concerning the ordering and delivery of products and assemblies and shall identify and describe any long lead products or assemblies that need to be priced and pre-ordered to meet the Project Schedule.
 - (g) The Designer shall identify and describe any multiple bid packages or fast-tracked construction that will be used and any separate bid packages that will be required.
- iii. Design Development Services for the CM at Risk Construction Delivery Method

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- (a) The Designer shall provide the CM at Risk with an opportunity to review and comment upon design documents developed by the Designer during the Design Development Phase. The Designer shall work cooperatively with the CM at Risk throughout the Design Development Phase of the Project to obtain the benefit of the knowledge and experience of the CM at Risk with respect to design review, value engineering, constructability analysis, cost estimating, cost control, scheduling, coordination of bid packages, phasing, and other services and, with the approval of the Owner, the Designer shall thereupon incorporate recommended and mutually accepted changes into its design documents.
- (b) Upon receipt of an Approval to proceed to the Design Development Phase, the Designer shall meet regularly and as necessary with the Owner, the OPM, the CM at Risk and the Authority.

iv. Construction Document Services for the CM at Risk Construction Delivery Method

Upon receipt of an Approval to proceed with the Construction Documents Phase of the Project from the Owner, the Designer shall do the following:

- (a) The Designer shall provide the CM at Risk with an opportunity to review and comment upon design documents developed by the Designer during the Construction Documents Phase. The Designer shall work cooperatively with the CM at Risk throughout the Construction Documents Phase of the Project to obtain the benefit of the knowledge and experience of the CM at Risk with respect to design review, value engineering, constructability analysis, cost estimating, cost control, scheduling, coordination of bid packages, phasing, and other services and, with the approval of the Owner, the Designer shall thereupon incorporate recommended and mutually accepted changes into its design documents.
- (b) The Designer shall meet regularly and as necessary with the Owner, the Authority, the OPM, the CM at Risk and the Commissioning Consultant. This shall include meeting with the Owner at least twice per month (or more frequently if needed) during this Phase.

v. Construction Cost Estimate Requirements for the CM at Risk Construction Delivery Method

- (a) The Designer shall provide the construction cost estimates described in Articles 4.1, 4.2 and 4.3 in accordance with the following provisions:

The Designer shall review its construction cost estimates in comparison with the detailed construction cost estimate, and any update cost estimates, provided by the CM at Risk and shall work in good faith and in cooperation and coordination with the CM at Risk to reconcile any differences between the cost estimates, to

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clarify assumptions upon which the cost estimates are based and to address any concerns or questions with the cost estimates that are raised by the Owner, the OPM, the CM at Risk or the Authority. If the Designer is unable to reconcile all differences between the two construction cost estimates with the CM at Risk, then the Designer shall provide a detailed explanation of the differences to the Owner and the Authority. If, in any case, the agreed-upon, reconciled construction cost estimate exceeds the Project Construction Budget, the Designer shall cooperate with the Owner, the OPM, and the CM at Risk in identifying, specifying and recommending changes in materials, equipment, component systems and types of construction, or other adjustments in the scope or materials selections for the Project, including:

1. Contingencies or alternative bid items, so as to facilitate revision of the design of the Project to reduce the cost of construction so as to comply with the Project Construction Budget.
 2. Cost estimate data shall be organized to identify elements of project work which may be proposed to be advanced under separate construction phases and/or separate bidding packages. When so proposed, estimates shall develop cost data relative to corresponding bidding and work execution dates established in project schedules.
 3. Cost estimates shall be projected to the mid point of the construction period.
 4. The summary sheets shall contain the following:
 - a. The date that the estimate was prepared. (Value Date).
 - b. The anticipated bid date.
 - c. The project and contract number.
 - d. The title and location of the project.
 - e. The name of the Designer.
 - f. The name of the Estimator.
 - g. The site work cost (including all utilities).
 - h. The building cost (including fixed equipment).
 - i. The estimated construction cost of each Phase of the work, totaled.
- (b) The Designer shall participate in a final review of the Construction Documents with the Owner, the Owner's Project Manager, the Commissioning Consultant, and the CM at Risk, and the Designer shall incorporate such changes as are necessary to satisfy the Owner's review comments.

vii. Guaranteed Maximum Price ("GMP")

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- (a) The Designer shall provide technical assistance to the Owner and the OPM in the negotiation and development of a GMP with a CM at Risk in accordance with M.G.L. c. 149A, §7, that is acceptable to the Owner. The Designer shall meet with the Owner, OPM, and the CM at Risk to review the GMP proposal and the written statement of its basis. If the GMP proposal submitted by the CM at Risk exceeds the Construction Budget, the provisions of Articles 4.5.5 (a) 1 shall apply.
- (b) The Designer shall provide technical assistance to the Owner and the Owner's Project Manager in the negotiation, preparation and execution of any amendments to the Owner-CM at Risk contract, including, but not limited to, the Guaranteed Maximum Price ("GMP") amendment pursuant to M.G.L. c.149A, § 7 and any separate amendment for any construction work commenced before execution of the GMP amendment pursuant to M.G.L. c.149A, §7(b)(3).

viii. Bidding Phase

- (a) The Designer shall, when authorized by the Owner, prepare for reproduction and distribution the construction bid documents required for the solicitation and receipt of statements of qualifications and bids from Trade Contractors. The Designer shall prepare all addenda (to include bidder questions and Designer responses), subject to the Approval of the Owner. The Designer shall attend the pre-bid conference if one is scheduled, taking note of all questions asked. Relevant questions submitted in writing shall be answered by the Designer by means of written addenda to the bid documents as required. The Designer shall attend each bid opening of the Trade Contractors (and of other bidders if necessary) and shall, within five working days of the respective bid opening dates, advise the Owner in writing of the Designer's opinions as to the bids of Trade Contractors (and of other bidders if necessary).
- (b) The Designer shall receive all inquiries relating to the bid documents and, when necessary, answer questions by preparing and issuing written addenda. The Owner shall review and approve all such addenda prior to issuance to bidders.
- (c) There may be multiple bid packages for the Project. Multiple bid packages may be assembled and bid concurrently or consecutively as a portion of the Project. Portions of the Project may be bid separately from other portions. The Designer shall appropriately staff and structure its design and construction phase performance to assist the Owner in the preparation, issuance, bidding and negotiation, if any, of so called early bid packages as provided in G.L. c. 149A, § 7(b)(3).
- (d) If the Project has to be re-bid, or the GMP Amendment must be re-negotiated and amended because of a defect in the bid documents prepared by the Designer or in procedures proposed by the Designer, the

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Designer shall correct the defect and take the necessary actions for re-bidding the Project on proper bid documents without any additional compensation to the Designer

- (e) The Designer shall review alternates and make written recommendations to the Owner as to their acceptance.
- (f) If the Owner executes a GMP Amendment for an amount that exceeds the amount established in the Project Construction Budget, such an award will not affect the Fee for Basic Services.

ix. Trade Contractor Selection Process

(a) Trade Contractor Prequalification pursuant to M.G.L. c. 149A, §8(c)

- 1. The Designer shall participate as a member of the Owner's Trade Contractor Prequalification Committee established by the Owner pursuant to M.G.L. c.149A, § 8(b).
- 2. The Designer shall review the information provided by the CM at Risk describing the work to be required of each Trade Contractor and shall assist the Owner 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.

(b) Request for Bids for Trade Contractor Services pursuant to M.G.L. c. 149A, §8(g)

- 1. The Designer shall assist and advise the Owner in the preparation of the Invitation for Bids for Trade Contractor services in accordance with the provisions of M.G.L. c. 149A, §8.
- 2. The Designer shall attend all pre-bid conferences and meetings.

(c) Trade Contractor Bid Review

- 1. The Designer shall attend all bid openings and shall review all Trade Contractor bids in conjunction with the Owner's Project Manager and CM at Risk to determine responsiveness, completeness, accuracy, price and conformance to the requirements of M.G.L. c.149A, § 8(g)-(i), and to provide technical guidance to the Owner regarding the acceptance or rejection of any Trade Contractor bid. Within five business days after the respective bid opening dates, the Designer shall advise the Owner in writing of the Designer's opinions as to the bids of Trade Contractors (and of other bidders if necessary).

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- x. Selection of Subcontractors Who Are Not Trade Contractors pursuant to M.G.L. c.149A, § 8(j) (“Non-Trade Contractors”)

(a) Non-Trade Contractor Bidding

1. The Designer 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, coordination of scope and conformance with the construction documents.

(b) Non-Trade Contractor Bid Review and Award

1. The Designer shall attend all bid openings and scoping meetings if permitted or otherwise allowed by law, and, in conjunction with the Owner’s Project Manager and CM at Risk, the Designer 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 Designer shall, in conjunction with the OPM, attend all final scope and negotiation meetings conducted by the CM at Risk. The Designer shall, within five working days of the respective bid opening dates, advise the Owner in writing of the Designer’s opinions as to the bids of Non-Trade Contractors.

- xi. Construction Administration Phase – Obligations During Construction: Following the execution of the Owner-CM at Risk Agreement, the Designer shall undertake certain of the obligations of administering the Owner-CM at Risk Agreement on behalf of the Owner, provided that Designer shall not be subject to provisions of the Owner-CM at Risk Agreement that would have the effect of expanding Designer’s responsibilities or liabilities under this Contract without Designer’s written consent. Services during this phase include, but are not necessarily limited to:

(a) Upon commencement of construction activities for the Work or early bid packages or at times established in Project schedules, the Designer shall:

1. Furnish the CM at Risk with information for establishing lines and grades and such supplemental drawings as are reasonably needed to implement the intent of the Construction Contract Documents;
2. With reasonable promptness and in accordance with schedules agreed upon by the Designer and CM at Risk, observe testing when required under this Contract, and review and act upon samples, schedules, shop drawings and other submissions from the CM at Risk;
3. Prepare, maintain and update logs for all submittals;
4. Visit the site at intervals appropriate to the stage of construction, weekly or as otherwise agreed to by the parties, and observe the progress of the Work, issue written progress reports, and attend job meetings, and review and respond to

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meeting minutes prepared by the Owner's Project Manager, and to determine in general if the Work observed is being built in a manner indicating the Work when completed will be in accordance with approved Construction Contract Documents

5. Collaborate with the on-site Project Representative of the OPM to identify and monitor issues of concern relative to the progress of the Work, and establish communications processes to help assure that matters of mutual concern are exchanged on a timely basis with one another, the OPM, CM at Risk, Commissioning Consultant, and Owner;
6. On a weekly basis, make specific recommendations on rejection of any Work observed by the Designer that fails to conform to the Construction Contract Documents, and observe corrected Work;
7. Require each Subconsultant engaged in accordance with Article 5 to make visits weekly or as otherwise agreed to by the parties during the progress of any work to which that Subconsultant's services relate, and to report upon it in writing to the Designer;
 - a. Recommend actions to be taken which may include condemnation or rejection of any work that the Designer determines fails to conform to the Owner- CM at Risk Agreement;
 - b. Review and recommend appropriate action for proposed requests for changes and where required by the Owner, prepare documents associated with requests for a change in any Construction Contract Documents. Compensation for change order work by the Designer shall be determined in accordance with Article 10;
 - c. Conduct semi-final and final inspections of the Project and report the results of such inspections in writing to the Owner;
 - d. In association with the Commissioning Consultant, review the report by such Commissioning Consultant on the balancing of air and water circulation systems;
 - e. In association with the Commissioning Consultant, review the report by such Commissioning Consultant on the setting and adjustment of automatic controls;
 - f. In a timely manner, decide all questions regarding interpretation of, or compliance with, the Construction Contract Documents, except as the Owner may in writing otherwise determine;
 - g. In association with the Commissioning Consultant, review the recommendations of such Commissioning Consultant for requirements upon operating and maintenance documents and building user training events and instructional media as established in the Construction Contract

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Documents; such Commissioning Consultant or OPM shall coordinate involvement of contracting parties, the Designer, and Owner;

- h. Furnish the Record Drawings as submitted by the CM at Risk and other required documents;
 - i. Assist the Owner in providing the written CM at Risk Evaluations required of the Owner pursuant to M.G.L. c.149 §44D(7) at the completion of approximately 50% of the Construction Phase on forms prescribed by M.G.L. c.149 §44D(16);
 - j. Perform inspections of the work as necessary to prepare a punch list identifying each incomplete or deficient Work item and performing re-inspections to authorize removal of satisfactorily completed Work items from the punch list, or to determine that the Project is complete. In association with the OPM, a cost shall be assigned to each incomplete or deficient Work item when it has been determined that the Project has reached Substantial Completion; and
 - k. Receive from the CM at Risk all maintenance and operating manuals, occupancy permits, guarantees and other similar relevant materials.
- (b) The Designer shall submit to the Owner's Project Manager within 48 hours all requisitions for payment submitted by the CM at Risk in the form required by the Owner. The Designer may establish procedures with the CM at Risk for advance notification of requisition and/or draft version processing. With respect to each such requisition, the Designer shall certify to the best of its knowledge that the percentage of Work included in the requisition is accurate and that the work performed is in accordance with the Construction Contract Documents. In the event the Designer does not approve the requisition exactly as submitted by the CM at Risk, the Designer shall forward it for payment to the Owner's Project Manager dated and signed with corrections and with an accompanying letter of explanation setting forth the Designer's objections and recommended changes. The Designer shall coordinate the required visits of its own staff and those of its Subconsultants, to the construction site so as to enable it to submit to the Owner's Project Manager the CM at Risk's monthly requisition for payment. Timely payments to the CM at Risk are required by M.G.L. c. 30, § 39K. Therefore, the Designer shall establish procedures to help assure either immediate mail or messenger delivery of the requisition for payment to the Owner's Project Manager, and shall process requisitions for payment within five business days after receipt of the same, provided the CM at Risk has submitted a full and complete requisition for payment in the correct form.
- (c) Prior to issuance of the Certificate of Substantial Completion, the Designer shall obtain from the CM at Risk as-built drawings, including drawings showing the actual installation of the site utilities, plumbing, heating, ventilating and electrical work

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under the Owner-CM at Risk Agreement, and recording all changes. The Designer shall ascertain that changes authorized by change orders are shown on the CM at Risk's as-built drawings, but Designer shall be entitled to rely upon the accuracy and completeness of the CM at Risk's as-built information, and shall forward such to the Owner as Record Drawings.

(d) Issue the Certificate of Substantial Completion of Construction.

(e) The Designer shall meet with the Owner monthly during this Phase.

xii. Completion Phase: Upon acceptance of the Certificate of Substantial Completion of Construction by the Owner, the Designer shall thereafter provide the following services:

(a) With respect to a completed Project, preparing a Certificate of Final Completion.

(b) With respect to a punch list, re-inspecting the work up to three times in order to determine that the punch list work is satisfactorily completed.

(c) Reviewing and certifying the CM at Risk's Application(s) and Certificate(s) for Payment as necessary.

(d) Attending meetings as reasonably necessary in the opinion of the Owner or Owner's Project Manager, unless such meetings involve continued discussions of incomplete or deficient work and the Basic Services punch list site visits have been expended. In such instance, the meetings shall be paid for as Extra Services.

(e) Using the as-built information maintained by the CM at Risk during construction referred to in Article 7.9.3, and revising the applicable original reproducible drawings and electronic media drawings on the basis of the as-built drawings, provided that Designer shall be entitled to rely upon the accuracy and completeness of the CM at Risk's as-built information. Upon completion of the required drafting and editing, provide one set of two sets of prints and two (2) electronic version copies to the Owner which shall become the property of the Owner.

(f) Ten (10) months after the date of substantial completion, performing one (1) site inspection and preparing a list of construction warranty deficiencies. The Designer shall consult with the Commissioning Consultant upon the acceptability of warranty compliance requirements and response actions.

(g) Informing the Owner in writing, through the Owner's Project Manager, of all such warranty deficiencies that should be addressed.

(h) Performing one (1) site inspection within a further sixty (60) days to see that all such warranty deficiencies have been corrected.

(i) Evaluation of CM at Risk: The Designer shall assist the Owner with providing the written CM at Risk Evaluations required of the Owner pursuant to M.G.L. c.149 § 44D(7) within 70 days of the date of Substantial Completion for construction, on forms prescribed by M.G.L. c.149 § 44D(16).

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- (j) The Designer shall assist the Owner in providing the written summary report on the Project to the Office of the Inspector General as required by the provisions of 945 CMR 2.09
- (k) Two (2) suitably bound, legible copies of all original design and quantity calculations including those pertinent to change orders and shop drawings, if applicable, shall be furnished by the Designer to the Owner at the conclusion of the Owner-CM at Risk Agreement.

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**ATTACHMENT 7
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7a: Plans and Procedures

7b: Project Management Manual Draft

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**ATTACHMENT 7a
Part B: Item 14. – Plan and Procedures**

***Plans and Procedures for Use Of
Construction Management at Risk Method***

Pursuant to M.G.L. Chapter 149A, the Advanced Math and Science Academy Charter School (the “School”) proposes to use the Construction Management at Risk (“CMaR”) delivery method in its **Forest Street Renovation** (the “Project”). Pursuant to §4 of M.G.L. Chapter 149A, the School has developed the following Plans and Procedures which are defined in M.G.L. Chapter 149A.

A. PLANS AND PROCEDURES FOR ACQUIRING APPROPRIATE TEAM AND EXPERTISE

In accordance with the requirements of M.G.L. Chapter 149A, the School has convened a School Building Committee and assembled a consultant team to assist the school’s staff; together the team members have the necessary expertise to implement the Project. See Attachments 6 and 7 to the document.

**B. PLANS AND PROCEDURES FOR AWARD OF CONTRACT FOR CONSTRUCTION
MANAGER AT RISK**

B.1 General

The School will use a two-phase selection process to engage a CMaR for the Project, in accordance with M.G.L. Chapter 149A, §5. In the first phase, the School’s Prequalification Committee will determine those firms that are qualified to complete for award of CMaR contract. In the second phase, prequalified firms will be invited to submit technical and price proposals, based upon which a final selection will be made.

B.2 Prequalification Committee

The School will establish a Prequalification Committee for the purpose of reviewing statements of qualification submitted in response to the Request for Qualifications described in Section B.3 below. The Prequalification Committee shall be made up the School’s Owner’s Project Manager, a representative of the Project Architect, and at least two other representatives from the School.

B.3 Request for Qualifications

After establishment of the Prequalification Committee, the School will prepare and issue a Request for Qualifications (“RFQ”) seeking Statements of Qualifications from parties interested in award of the CMaR Contract. The School will give public notice of the Project and the RFQ; such public notice and solicitation will be advertised in the Central Register published pursuant to MG.L. Chapter 9 §20A, and within the

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Commonwealth's COMBUYS system. The public notice and solicitation shall be published not less than two (2) weeks before the deadline for submitting responses to the RFQ. The RFQ may be advertised in such additional media and at such additional times as the School may deem appropriate.

The public notice and solicitation (RFQ) will include:

- (1) The time and date of the receipt of responses to the RFQ, the address of the office to which the responses are to be delivered, and the timeframe in which the School will respond to responses received;
- (2) A general description of the Project including preliminary concept designs and key factors important to the final selection;
- (3) The evaluation procedure and criteria for prequalification, including any rating system;
- (4) A specific description of the scope of services expected of the selected CMaR firm during both the design, pre-construction and construction phases of the Project;
- (5) A general description of the anticipated schedule and estimated construction cost of the Project;
- (6) A listing of the project team including School staff, the OPM and the Architect;
- (7) The criteria for the selection of the construction management at risk firm, including minimum experience, requirements for presentations, and the schedule for the selection process;
- (8) A prohibition against any unauthorized communication or contact with the School outside of official pre-proposal meetings;
- (9) A limitation on the size and number of pages to be included in the response to the RFQ, if such a limitation is deemed appropriate by the School;
- (10) Direction to address all questions in writing to the School's Owner's Project Manager. Responses to any questions shall be provided to all parties who requested the RFQ;

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- (11) A statement indicating that the RFQ will be used to prequalify CMAA firms that will be invited to submit a proposal in response to a request for proposals, to be issued as described in Section B.7; and

The School may issue addenda to the RFQ as it deems appropriate. Addenda shall be sent to all parties that have requested the RFQ according to the School's records.

B.4 Statement of Qualifications

The RFQ will require interested firms to submit a Statement of Qualifications ("SOQ"), a form for which will be included with the RFQ, including, at a minimum, the following information and materials:

- (1) A cover letter or executive summary detailing the key elements and factors that differentiate the firm from other responders;
- (2) A completed qualifications application similar in form to AIA Document A305, 1986 edition, listing general business information and financial capacity;
- (3) A list of lawsuits and arbitrations concerning construction contracts to which the applicant firm (or any predecessor entity) is or was a party (in regard to construction contracts) that is pending as of the date of the SOQ or was concluded within the preceding 3 years, including a list of all convictions or fines for violations of state or federal law entered, imposed or paid within the 3-year period prior to the date of the SOQ;
- (4) A project organization chart with specific information on key project personnel or consultants;
- (5) An audited financial statement for the most recent fiscal year; profit and loss statements for the past three years; and a letter for the surety company of the applicant firm confirming the firm's total bonding capacity and ability to provide performance and payment bonds for the Project;
- (6) Information on the firm's backlog of work;
- (7) Information on the applicant firm's safety record including its workers' compensation experience modifier for the prior 3 years;
- (8) Information on and evidence of the applicant firm's compliance record with respect to minority business enterprise and women business enterprise inclusion goals and workforce inclusion goals;

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- (9) Information regarding the applicant firm's experience on similar building projects including references from the owners and architects of these building projects;
- (10) Information on the experience of the applicant firm on similar projects that used the CMaR delivery method, including references from the owners and architects of such projects;
- (11) Information on any projects where the applicant firm was terminated, failed to complete the work or paid liquidated damages;
- (12) Specific examples of the firm's project management reports or other illustrations of the company's standard operating procedures;
- (13) A certificate of eligibility issued by the Division of Capital Asset Management and Maintenance (DCAMM) pursuant to section 44D of chapter 149, showing a capacity rating sufficient for the project, and an updated statement; and
- (14) Any other relevant information that the School determines desirable.

The SOQ shall be signed under pains and penalties of perjury by a duly authorized representative of the applicant firm. Late submissions will not be accepted.

B.5 Evaluation of SOQs

Upon receipt of SOQs, the Prequalification Committee will evaluate each SOQ based on the criteria specified in the RFQ. The Prequalification Committee may reject without evaluation any SOQ received that is not prepared and submitted in accordance with the requirements of the RFQ; provided that the Prequalification Committee will reserve the right to waive any such requirements. The Prequalification Committee may, in its discretion, require or permit an applicant to submit additional information if necessary to clarify or supplement the information contained in its SOQ. Failure by any applicant to timely submit additional information requested by the Prequalification Committee shall be grounds for rejection of its SOQ.

Only applicant firms that achieve an acceptable rating (as described in the RFQ) will be prequalified to proceed to the second stage of the selection process and will receive the request for proposals referred to below. The Prequalification Committee shall select a minimum of three qualified CMaR firms to receive the RFP. If the Prequalification Committee is not able to identify a minimum of three qualified

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CMAr firms, the School may re-advertise the Project and RFQ, consistent with the procedures outlined above, or may award a contract for construction of the Project pursuant to the provisions of M.G.L. 149A, §5(f), the decisions of the Prequalification Committee with respect to prequalification of applicant firms shall be final and shall not be subject to appeal except on grounds of fraud or collusion.

B.6 Request for Proposals

The School will issue a Request for Proposals (“RFP”) to each CMAr firm that has been prequalified as described above. The RFP shall include the basic project information contained in the RFQ and shall also include the following information:

- (1) The date, time and place for submission of proposals;
- (2) A clear description of the submission requirements including separate price and technical components;
- (3) Detailed information concerning the Project scope including any preliminary design information, geotechnical reports, existing condition surveys and specifications;
- (4) Specific information on the Project schedule including design deliverables, site availability and occupancy expectations;
- (5) A detailed description of the scope of work and deliverables expected from the CMAr firm during the preconstruction phase;
- (6) The minority business enterprise and women in business enterprise inclusion goals and workforce inclusion goals for the Project;
- (7) A clear description of the communication guideline to be followed during the procurement process including measures to assure that the selection process will be open and fair;
- (8) The form of contract and general and supplemental conditions including any incentive provisions allowable under M.G.L. Chapter 149A and any damages for delay provisions;
- (9) The budget for the Project;

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- (10) A full developed schedule of cost items listing the public agency's determination of what will be considered fee, cost of work, and general condition items;
- (11) Specific information on the evaluation criteria including any point scale or measurement system;
- (12) The timetable and process for establishing a guaranteed maximum price including status of design and limitations on the amount and use of contingency; and
- (13) A list of the trade contractor classes of work to be required for the Project.

The School may issue addenda to the RFP as it deems appropriate. Addenda shall be sent to all prequalified CMaR firms. Late submissions will not be accepted.

B.7 Proposals

The RFP will require proposers to submit a proposal including separate price and technical components. The School may include in the RFP a price proposal form or other proposal forms, as deemed appropriate by the School. Pursuant to M.G.L. Chapter 149A, §6(c), proposers' technical proposals shall include:

- (1) A detailed project approach, including preconstruction services;
- (2) Supplemental relevant project references;
- (3) The proposer's project team members with position descriptions and relevant time commitments of said team members during the project;
- (4) A construction management plan illustrating the firm's approach to control of cost, schedule, quality, documents and claims;
- (5) Preliminary definition of trade contractor and subcontractor bid packages and scopes of work;
- (6) Affidavit of prevailing wage compliance pursuant to sections 26 and 17 of M.G.L. Chapter 149;
- (7) A commitment letter from a surety company licensed to do business in the Commonwealth and whose name appears on the United States Treasury Department Circular 570 stating the surety's willingness to bond the

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building project in the full sum of the contract at 110 per cent of the budget for the building project;

- (8) A technical challenges and solutions plan;
- (9) Any qualifications or exceptions to the terms of the form of contract or supplemental conditions as included in the RFP; and
- (10) Any other information required by the School to be included in the Proposal.

Proposers' price proposals shall include:

- (1) A proposed fee for preconstruction services, including appropriate detail;
- (2) A proposed fee for construction services, with an explanation of the basis of the proposed fee; and
- (3) The proposer's estimate of the cost of general conditions (as defined in the RFP), including appropriate detail.

B.8 Evaluations of Proposals

The Selection Committee will evaluate all proposals received in accordance with the criteria stated in the RFP. The Selection Committee may reject any proposal received which is not prepared and submitted in accordance with the requirements of the RFP, or which contains conditions, contingencies, errors or irregularities of material nature; provided that the Selection Committee will reserve the right to waive any such matters. The Selection Committee may, in its discretion, require or permit a proposer to submit additional information if necessary to clarify or supplement the information contained in its proposal. Failure by a proposer to timely submit additional information requested by the Selection Committee shall be grounds for rejection of its proposal. The Selection Committee will conduct interviews with proposers, provided that if the Selection Committee decides to conduct interviews, interviews will be held with each firm that submits a proposal.

Prior to ranking the proposals, the Selection Committee may, at its discretion, reject all proposals and invite the prequalified proposers to submit revised proposals. If the School permits any proposer to submit a revised proposal, it shall invite all proposers (other than those rejected) to submit revised proposals. The School shall document the basis for inviting proposers to submit revised proposals.

Based on its evaluations of each proposal, including price and non-price (technical) criteria and applicant interviews, if applicable, the Selection Committee will rank in

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order all of the proposals received (except those that have been rejected). The decision of the Selection Committee will be final and not subject to appeal except on the grounds of fraud or collusion.

B.9 Negotiation of Contract

Following ranking of the proposals, the Selection Committee shall conduct negotiations with the highest ranked proposer. Such negotiations may include any aspects of the proposer's proposal, the terms and conditions of the contract to be entered into between the School and the selected CMaR firm, and any other matters, provided that such negotiations shall not include the amount of the fee for preconstruction services or the fee for construction services. The Selection Committee may be assisted in the negotiations by the School's legal counsel. If the Selection Committee determines that negotiations with the highest ranked proposer will not result in a contract acceptable to the School, the Selection Committee will terminate such negotiations and commence negotiations with the next highest ranked proposer. This process will continue until the Selection Committee an acceptable contract with one of the prequalified construction management at risk firms. Award of a contract shall be subject to the approval of the Board of Directors of the School. The list and ranking of CMaR firms that submitted proposals will be certified by the School and made available as a public record after award of the contract.

B.10 Procurement Records

The School shall keep the following records in connection with the selection of a CMaR firm for the Project:

- (1) The RFQ, including all addenda, questions submitted, questions answered and the RFP, including all addenda;
- (2) All SOQs, proposals, and other documents furnished to or otherwise obtained by the School concerning each respondent or proposer; and
- (3) A record of actions and meeting minutes and scoring evaluations, taken by the Prequalification Committee and the Selection Committee.

C. PLAN AND PROCEDURES FOR DEVELOPING AND ADMINISTERING THE CM CONTRACT

C.1 Developing the Form of Contract

The contract to be entered into between the School and the selected CM will be based on the cost of the work, plus agreed fee, subject to a guaranteed maximum

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price (“GMP”). The contract will include the owner-construction manager agreement, general conditions of the contract, supplemental conditions for MBE/WBE participation and other supplemental conditions if applicable, as well as drawings, specifications and other contract documents. The form of owner-construction manager agreement and general conditions will be included in the RFP referred to in Section B above, and elements of the contract documents maybe be negotiated between the School and the selected CM. Working with the OPM and project counsel, and in consultation with the Project Architect, The School will develop forms of these contract documents, consistent with applicable legal requirements, for inclusion in the RFP.

The Project Design Team has substantial experience with use of the CMaR method (see Attachment 7). The School’s OPM, Project Architect, and legal counsel will draw upon their previous experience in public and private sector CMaR projects to assist the School in developing an appropriate form of cost plus/GMP contract for the Project.

Based on their experience on other projects, the School’s OPM, Project Architect, and legal counsel will advise the School as to allocation of cost items between general conditions and the cost of the work, provisions for contingencies and other contract terms and conditions. The OPM and legal counsel will also assist the Selection Committee in negotiating an acceptable contract with the highest ranked CMaR firm as provided in Section B above, including negotiation of any qualifications or exceptions to the contract terms that may be included in the highest ranked firm’s proposal.

C.2 Guaranteed Maximum Price

The contract entered into with the selected CM will require the CM to submit to the School a GMP proposal, including a detailed written statement of the basis for the guaranteed maximum price proposed (design documents, allowances, assumptions and clarifications, schedule and occupancy assumptions, detailed breakdown of GMP by trade, general conditions, contingency, fee, etc.). The CM’s GMP proposal will be based on design documents that represent at least 60% construction documents as determined by the School in consultation with the Project Architect. The School will reserve the right to determine that the CM’s GMP proposal will be based on a greater level of completion of the construction documents.

D. PLAN AND PROCEDURES FOR AWARD OF TRADE CONTRACTS

Trade contracts for the Project will be awarded in accordance with the provisions of §8 of M.G.L. chapter 149A, and any applicable regulations issued by the Division of Capital Asset Management and Maintenance.

D.1 Prequalification Committee

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In accordance with §8(b) of M.G.L. Chapter 149A, the School will establish a trade contractor Prequalification Committee for the purpose of reviewing statements of qualifications submitted in response to the Request for Qualifications described in Section D.2 below. The Prequalification Committee shall be made up of one representative of the Project Architect, one representative of the CM and at least two representatives appointed by the School, including the OPM. The School will develop a policy and procedures by which the CM will not participate in trade contractor prequalification decisions for trades, if any, in which the CM desires to, compete for performance of the work.

D.2 Request for Qualifications

The CM will provide detailed information describing the scope of work for each trade contract to be awarded. The School will issue a request for qualifications ("RFQ") requesting statements of qualifications from trade contractors interested in bidding on the Project. Public notice of the availability of the RFQ will be published in the same manner provided in Section B.3 above. The public notice and solicitation shall include at a minimum:

- (1) The date, time and place for submission;
- (2) Relevant information about the Project and the bidding process;
- (3) The specific criteria for trade contractor prequalification (which shall include furnishing by the trade contractor of evidence of DCAM certification) and criteria for selection;
- (4) A statement indicating that the RFQ will be used to prequalify trade contractors that will be invited to submit a bid; and
- (5) A statement that the responders' names are to be posted, but that there shall be no public opening of responses.

The RFQ will specify the prequalification evaluation criteria set forth in §8(e) of M.G.L. chapter 149A, and will specify the point scores allocated for each category and subcategory of criteria, consistent with said §8(e).

D.3 Evaluation of Qualifications

The trade contractor Prequalification Committee will evaluate the statements of qualifications submitted in response to the RFQ and assign a point score to each in accordance with the statutory requirements. All trade contractors who receive a score of 70 points or greater will be deemed prequalified to bid in their respective trade(s). The decisions of the Prequalification Committee shall be final and not subject to appeal except on the grounds of fraud or collusion. The School will notify

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all prequalified trade contractors that they have been prequalified and of the anticipated schedule for bidding of trade contracts.

D.4 Request for Bids

Prequalified trade contractors will be invited to submit bids for the applicable trade work on the Project, pursuant to a Request for Bids (“RFB”), which shall include at least the information specified in §8(g) of M.G.L. Chapter 149A.

D.5 Award of Trade Contracts

Bids received will be opened publicly by the School. The School, together with the CM and the School’s OPM, will review the bids and any bid which does not include the bid bond or affidavits required pursuant to Section 8(g), or in which the information requested is incomplete, conditional or obscure, or which contains any additions not required in the RFB, shall be rejected.

Each trade contract shall be awarded to the lowest responsive prequalified bidder, provided that if fewer than three responsive bids are received for any trade contract and the lowest bid exceeds the estimated cost for the work for which the bids are requested, the CM will attempt to negotiate an acceptable price with the lowest responsive prequalified bidder. If such negotiations are unsuccessful, the CM will terminate negotiations with the lowest responsive prequalified bidder and initiate negotiations with the second lowest responsive prequalified bidder. If the CM is unsuccessful in negotiating an acceptable price with the second lowest responsive prequalified bidder, the CM, if directed by the School, will solicit additional bids for such trade work, using the procedure for selection of subcontractors described in Section E below. The CM will enter into a trade contract with each trade contractor selected as provided above. All trade contracts shall be in the form of the trade contract agreement contained in Section 8(k) of M.G.L. Chapter 149A.

D.6 Records

The School will maintain a written record of the trade contractor prequalification and award process, including the RFQ and other documents issued by the Prequalification Committee, the statements of qualifications received by the Prequalification Committee, the results of the evaluation and scoring of each prospective bidder, the RFB and any addenda thereto or other documents issued to prospective bidders, all bids received, and documentation of any rejection of bids or other actions taken in connection with award of trade contracts.

E. PLAN AND PROCEDURES FOR OBTAINING OTHER SUBCONTRACTS

E.1 Other Subcontract Work

The contract between the CM and the School will contain provisions specifying the procedure for award by the CM of subcontracts for subcontracted work other than

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the classes of work for which trade contracts will be awarded as described in Section D above ("Other Subcontract Work"). Such procedures shall not apply to subcontract work which has an estimated cost less than \$20,000, unless expressly requested by the School.

E.2 Procedures

The procedures for award of subcontracts for Other Subcontract Work will be generally as follows. The CM will submit to the School for approval proposed qualifications for subcontractors from whom bids will be solicited for each element of Other Subcontract Work, and a list of at least three subcontractors which the CM believes meet such qualifications. The School may eliminate firms from the list and may propose additional firms to be added to the list, provided that any such proposed firm that is not acceptable to the CM will not be added to the bid list. The CM will invite each subcontractor on the mutually-approved bid list to submit a bid for the applicable Other Subcontract Work. The bidding documents for such work will be developed by the CM, subject to review by the Project Architect and the School's OPM. The CM will present to the School a list of the bids received for each item of Other Subcontract Work, and shall notify the School of the bidder recommended by the CM for award of a subcontract for each item of Other Subcontract Work, together with a written explanation of the reasons for such recommendation. The School and its representatives will obtain copies of all bids received, and may participate in all meetings and other communications and obtain copies of all documents, related to award of any subcontract for Other Subcontract Work on an "open-book" basis. The School will select the bidder for award of each subcontract for Other Subcontract Work, provided that in the case of subcontracts awarded after the GMP has been agreed upon by the parties and incorporated into the contract, if the CM recommends award of a subcontract to the lowest bidder and the School selects a higher bidder for award, then the GMP shall be increased by the amount of the difference between the bid price of the bidder selected by the School. Subcontracts for Other Subcontract Work shall be in a form approved by the School. Subcontracts for Other Subcontract Work with an estimated value less than \$20,000 may be awarded by the CM using any selection method selected by the CM with the approval of the School.

F. PLAN AND PROCEDURES FOR ADMINISTERING AND COORDINATING THE PROJECT AND MAINTAINING THE PROJECT COMMUNICATIONS

The School has established procedures for Project-related communications, regular Project meetings, administration of the construction contract by the Project Architect and the OPM, and oversight by the School. Such procedures are reflected in the project organization table and chart (Attachment 6), the scope of work

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contained in the OPM contract (Attachment 8a), and the scope of work contained in the School's contract with the Project Architect (Attachment 8b).

The School has hired the firm of Anser Advisory to provide the oversight and direction to the CM. Anser Advisory is authorized to provide direction to the CM on a day to day basis. The School will develop and approve rules for the use of Delegated Authority prior to the start of construction.

Anser Advisory will develop and implement a Project Management Plan (PMP) that governs the flow of information and the responsibility to respond or approve all items: following is a sample Table of Contents for the Project Management Plan:

1. Project Objectives
2. Contacts
3. Communication Protocol
4. Project Schedule and Budget
5. Key Contract Requirements
6. Owner and Delegated Authority
7. Meetings
8. Payments
9. External Communications & Emergency Response
10. Site Visits & Security

Anser Advisory will review and process requisitions and manage financing relationship with lenders during pre-construction and construction. PCI will establish and review "open book" accounting process including:

- Monitor CM's accounting and subcontractor buy out and CM's cost accounting records and information.
- Establish and review "open book" accounting process.
- Ensure final audit of Project costs is conducted.
- Review and approve CM's use of contingency.
- Review requisition back up to ensure total documentation is included which evidences the actual costs of the CM.

G. PLAN AND PROCEDURES FOR MONITORING AND AUDITING PROJECT COSTS

The School has established the budget for the Project, which is subject to ongoing evaluation as of the date of this Application. The OPM will meet monthly with the CM and the School to reconcile all Project costs and invoices. During construction the Architect and the OPM will approve the CM's monthly applications for payment based upon work completed and subject to retainage until closeout of the project.

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Monthly Project budget updates will be provided to the School by the CM and OPM. Cost of the Work expended by the CM will be monitored during the construction period with annual independent audit and full scale compliance audit upon project completion by the School's Comptroller. See Attachment 8a and 8b (Scope of Work from OPM contract and Architect's contract) for further details concerning monitoring of Project costs during construction.

Project Management Manual

Advanced Math and Science Academy Charter School (AMSA)

Forest Street Renovation

xx November 2021

Draft 1

Table of Contents

1. Introduction
2. Contacts
3. Not Used
4. Key Contract Requirements
5. Payments
6. Communication
7. Meetings
8. External Communications & Emergency Response
9. Site Visits & Security
10. Owner Purchased items

1. INTRODUCTION

Purpose of Project Management Manual

The purpose of the Program Management Plan is to provide a guide for staff and consultants and to ensure project coordination and integration during all phases of planning, design and construction.

This plan does not supersede any contractual relationships between consultants/contractors and the Owner.

The plan may include the following and be updated on a regular basis as the project evolves and additional team members and tasks are added:

- Reporting and documentation protocols
- Communication protocols
- Meeting schedules
- Emergency response protocols
- Project directory
- Procurement
- Contract administration (Invoicing and Payment Processing) protocols
- Master budget and schedule milestones or constraints

Revisions and Updates (Description/Dates)

2. CONTACTS

| Company/ Organization | Contact Person | Functional Title | Phone | Email |
|-------------------------------------|--------------------|-------------------------|--------------------------|--|
| AMSA | Ellen Linzey | Executive Director | 508-597-2400, x. 2456 | e.linzey@amsacs.org |
| QPD Co. | Bob Baldwin | Managing Principal | 617-388-7750 | rbaldwin@qpdco.com |
| Anser Advisory | Margaret Wood | Project Director | 617-445-3555 | margaret.wood@anseradvisory.com |
| Anser Advisory | Kseniya Slavsky | Project Manager | 617-445-3555 | Kseniya.slavsky@anseradvisory.com |
| Finegold Alexander Architects | Regan Shields | Architect | 617-894-1350 | rshields-ives@faainc.com |
| Fletcher Tilton PC | Todd Brodeur | Legal Counsel | 508-459-8038 | tbrodeur@fletchertilton.com |
| TBD | TBD | Construction Manager | | |

3. NOT USED

4. KEY CONTRACT REQUIREMENTS

Contracts for professional services:

Policies

- General Liability
- Auto Liability
- Other - Excess Umbrella
- Workers Compensation in amounts required by statutory limits
- Professional Liability (Errors & Omissions)

Insurances for Construction:

Policies

- General Liability
- Auto Liability
- Other - Excess Umbrella
- Workers Compensation in amounts required by statutory limits

Amounts are included as Appendix A.

The Certificate Holder is the Advanced Math and Science Academy Charter School (AMSA). [Confirm Lenders to hold a COI]

Additional Insured:

The certificates of insurance shall name the following as additionally insured:

- Advanced Math and Science Academy Charter School (AMSA)
- OPM –Anser Advisory
- Architect – Finegold Alexander Architects
- Lenders – TBD

Certificates of Insurance shall be sent to the Owner's Project Manager.

Tax Status

The Advanced Math and Science Academy Charter School (AMSA) is tax exempt.

5. PAYMENTS

Invoices - Professional Services

All invoices for professional services shall be addressed to:

Advanced Math & Science Academy
c/o Kseniya Slavsky
Anser Advisory
18 Tremont Street
Boston, MA 02108

Invoice Approval process: Owner's Representative will review and forward copy with signature recommending payment with any necessary back-up to Real Estate Consultant Bob Baldwin.

Detail on invoices shall include:

- Amount of hours worked or percent of task complete, per contract
- Documentation for reimbursements shall include photocopies of receipts

Pay Applications - Contractor Requisitions – Construction

Prior to any pay applications by Construction Manager, a schedule of values shall be approved by the Architect and the Owner's Representative.

All Pay Applications will be submitted to the Owner's Representative and Architect on the first day of the month or another mutually agreed upon date for review and certification. ____ original copies are required.

The Owner's Rep will coordinate with the Funder(s) Inspector for review of progress and the pay application. The Architect, the CM, the Bank Inspector and the Owner's Representative shall each receive a final signed copy of each pay application.

Each pay application shall include a lien waiver from the Construction Manager. Lien Waivers for Subcontracts will be forwarded no later than 30 days after payment by the Owner to the GC or prior to the release of any further payments.

Invoices - Other Services or Supplies

All invoices for items not identified above shall be addressed to:

Advanced Math & Science Academy
c/o Kseniya Slavsky
Anser Advisory
18 Tremont Street
Boston, MA 02108

Owner's Representative will review and forward copy with signature recommending payment and memo with any necessary back-up to:

Documentation for reimbursables shall include photocopies of receipts.

6. COMMUNICATION

All communication and correspondence between the parties (architect, engineer, construction manager) shall copy the following persons:

- Kseniya Slavsky, Anser Advisory

Written communication to any permitting or regulatory authority shall be provided for review to the above prior to being sent.

Communication and coordination, including meetings, with local utilities shall be coordinated with:

- Kseniya Slavsky, Anser Advisory

During construction the table below represents the items that will be generated and the protocols for response and distribution.

| | When | Prepared by: | Send to: | Respond or Approved by: | Notes |
|---|---------------------|--------------|---|---|---|
| Meeting Minutes | Weekly | CM | Attendees Owner Architect CC's as directed | n/a | Weekly meeting minutes to include: CM's 2 week look ahead schedule RFI log Submittal log PCO log Exceptions report |
| Emergency Contact List & Response Plan | At start of project | CM | Owner OPM Architect | | |
| Site Visit Reports | Daily or per visit | OPM | Owner Architect CM | n/a | |
| Requisitions | Monthly | CM | OPM Architect | Architect to sign OPM to initial and process | OPM to coordinate inspections by financing sources as needed. 4 original copies are required. |
| RFI's | As Needed | CM | Architect With copy to: OPM Owner | Architect with input from Owner and OPM | Architect to be the clearinghouse for all RFIs. |

| | | | | | |
|-----------------------------|-----------|--------------------------------|---|--|---|
| ASI & Sketches | As needed | Architect | OPM CM Owner | | |
| PCO's | As needed | CM | OPM Architect Owner | Architect to sign OPM to initial/sign and return to contractor | |
| Change Orders | As needed | CM | OPM | Architect to sign. OPM to initial Owner to sign | Multiple approved PCOs can be combined to create one Change Order |
| Submittals | n/a | CM | Architect, Engineer, or other design professional | Send approved copy to OPM. Owner to review selected during approval process; items TBD | OPM to keep record copy for turnover at project completion |
| Substitutions | As needed | CM | Architect OPM Owner | Architect to review and comment Final authority is with Owner | |
| Permits | n/a | CM | Owner Architect OPM | Owner to sign when owner signature required | |
| Community Relations | n/a | n/a | n/a | n/a | In event of public inquiry or public emergency >>>>tbd |
| Cost Updates | Monthly | Owner Rep | Owner | | |
| Utility Applications | As needed | CM to initiate with assistance | | Owner to sign when owner | Gas, electric, water, telephone, cable: track from start of project |

| | | | | | |
|-----------------------------|----------------------|-------------------|---------------------------|---|---|
| | | from engineers | | signature required; OPM to process deposits/fees if required | |
| As Builts | | CM | Architect OPM | | OPM to keep record copy for turnover at project completion |
| O & M Manual | At end of project | CM | Architect OPM Owner | | |
| Bank Inspector | Monthly | n/a | | | OPM to coordinate inspections & communication if/when needed. |

7. MEETINGS

Weekly construction meetings will be held on _____ in the _____

Weekly meetings with the AMSA Team will be _____

8. EXTERNAL COMMUNICATIONS

AMSA requests that consultants, contractors and other providing services notify the school in advance if they intend to publicize their firm by mention of the project in marketing materials, press releases, presentations, or other public forums.

In no event shall any person speak to the press. All press inquiries shall be referred to:

9. EMERGENCY RESPONSE

TBD for construction

10. SITE VISITS & SECURITY & PARKING

Parking during Preconstruction: _____

Parking is available in visitor spots at _____

Parking during Construction:

To be determined but the intent will be for contractor parking to be within the limits of work.

To arrange an on-site meeting make arrangements with _____ to reserve a room.

Smoking is not allowed on site or in any building.

During construction visitors to the site **must** sign and check in at the contractor's trailer. During construction the contractor will implement its own badging program.

11. BUILDING ACCESS

Access to the building prior to construction will be coordinated through Kseniya Slavsky.

TBD for construction.

12. EXTRA WORK REQUESTS

TBD for construction.

12. OWNER PURCHASED ITEMS

Items the Owner will purchase identified at this time include:

- Computers and digital devices for use in the school
- Furniture