



The City of
WORCESTER

Administration & Finance – Purchasing Division
Christopher J. Gagliastro, MCPPO – Purchasing Director
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**CITY OF WORCESTER, MA
DESIGNER SELECTION BOARD
455 MAIN STREET
CITY HALL – ROOM 201
WORCESTER, MA 01608**

Date: September 1, 2022

To: All Prospective Proposers

**Re: Request for Qualifications (DSB-1-W3) for OPM Services – South Division
Firehouse & Emergency Communications Facility**

Instructions to all firms interested in submitting a proposal for the above referenced services are as follows:

1. Proposals will be received until 10:00 AM, local time on **September 23, 2022** at the City of Worcester Purchasing Division, Room 201, City Hall, 455 Main Street, Worcester, MA. **Late submissions will not be accepted.**
2. All submissions must comply with the requirements set forth by the Commonwealth of Massachusetts Executive Office for Administration and Finance through the Designer Selection Board (see attached application).
3. The fee schedule for services will be negotiated with the City of Worcester Designer Selection Board and/or Department involved in the project. A not to exceed fee amount of \$ 250,000.00 has been established.
4. Proposals are to be submitted in ten (10) copies to the above address. Please include a PDF version on USB drive.
5. **Questions pertaining to this solicitation must be directed in writing to the undersigned by no later than five business days before reply date. E-mail gagliastroc@worcesterma.gov Any attempts to seek answers in any other manner may result in proposal rejection.**

By: *Christopher J. Gagliastro*

Christopher J. Gagliastro, MCPPO - Purchasing Director
Chairperson, Designer Selection Board

REQUEST FOR QUALIFICATIONS - OWNER'S PROJECT MANAGEMENT SERVICES

City of Worcester

Public Safety Facility: South Division Firehouse and Emergency Communications Center

1. Introduction

The *City of Worcester* ("Owner" or "City") is seeking the services of a qualified, MCPPO certified, *Owner's Project Manager* (OPM) through a qualifications based process, as defined in Massachusetts General Laws Chapter 149, Section 44A½ and as further defined by the provisions of this RFQ: to provide Project Management Services for the design and construction of a new *South Division Firehouse and Emergency Communications Facility* ("Project").

The City is seeking Phase I, OPM services for the following Tasks:

Task I: Designer Selection

Task II: Programming & Feasibility Study, Site Evaluation, Total Project Cost Estimate

Task III: Request for Qualifications for a Construction Manager at Risk (CM@Risk)

Task IV: Schematic Design

Additional OPM services may be requested by the City for subsequent design and construction phases of a Ch. 149A project.

The existing City of Worcester, South Division Firehouse is proposed to be replaced, and relocated from 180 Southbridge Street to 25 Madison Street. This facility will also accommodate an Emergency Communications Center, providing full redundancy for the existing Regional Emergency Communications Center (RECC) at 2 Coppage Drive, serving both the Town of Leicester and the City of Worcester. Secondary Power for the entire facility must be provided; see attached **Exhibit A** with maps of both **Site 1: Existing** and **Site 2: Proposed**. Preliminary site assessments (borings and test pits), as well as surveys of both the existing and new properties were recently conducted by the Department of Public Facilities (DPF).

Additionally, a temporary apparatus bay or modifications to the existing firehouse to accommodate one new ladder truck for use only during design and construction of the new facility must be included in this scope of work.

The City maintains a whole building approach to achieve high performance building, recognizing a high performance building is not only low carbon and energy efficient, but includes other factors such as a comfortable and safe indoor environment, is resilient, accessible, easily maintained and responds to the larger community it serves. These requirements will be central to the development of this project.

Specifically, the DPF is tasked with advancing the City's broader goals for:

1. By 2030: Use 100% renewable energy for municipal facilities. Power City facilities and operations 100% by renewable energy by 2030 through onsite and off-site renewable energy including solar and wind. As such, new buildings and major alterations strategies include, but are not limited to: electrification of HVAC through GSHP, or ASHP with redundancy, or other means; reduce air infiltration through design, construction quality control, and segmented air infiltration testing of envelop systems during construction; provide smart building HVAC solutions including on demand ventilation, energy recovery ventilation, building maintenance system controls and alarms, and commissioning; reduction in energy consumption through plug load management, automated lighting controls, increase thermal insulation, triple paned fenestration, robust weather stripping, and minimizing glazed areas to 30% of building surface; integrate electric vehicle charging stations.
2. Achieve Net Zero Emissions from new and major building alterations to Municipal Buildings.
3. Universal Accessible Design: Achieve universal design for better access to City services and programs for all.
4. Resilience: Enhance City facilities' resilience to heat and flooding as a result of climate change.
5. Align with City goals for improved tree canopy and streetscapes for pedestrian and bike safety and access.
6. Support the City Master Plan

The GHG emissions, NZ Emissions, and Renewable Energy requirements of the City encourage the development of onsite solar photovoltaic (PV) arrays.

2. Background

The Worcester Fire Department has ten (10) firehouses strategically placed throughout the city to serve a growing population of over 200,000 people. The South Division Station serves a response area of residential, commercial and industrial occupancies in the downtown and Main South sections of the city. The station currently houses eight (8) department vehicles including four (4) front line apparatus, four (4) support vehicles and houses fourteen (14) firefighters per shift. The existing facility was constructed in 1959 and has been stretched beyond its means to accommodate the growth in the response area it serves. The systems and finishes are well beyond their useful life, and do not fully support modern facility standards including separation of program spaces in support of healthy indoor air quality, gender equality, training and security.

The Worcester Fire Department will be developing a *Capital Improvement Plan* simultaneous to this project in response to and developed out of a recent assessment of the department. Consideration shall be given to this assessment as the design for this new firehouse is developed.

Located at 2 Coppage Drive, the Regional Emergency Communications Center houses a regional 911 Emergency Call Center that will require full redundancy and secondary power at this facility. Programming with stakeholders for this approximately 4,000 sq. ft. space will be required for a 24/7/365 18 seat call center, 75 square feet of secure storage, 8 person conference room, and 3 private offices.

3. Project Description, Objectives and Scope of Services

The selected OPM shall coordinate all aspects of the outlined tasks. Upon completion of these

tasks, additional scope may be added with subsequent OPM responsibility for the construction of this proposed facility estimated at \$35M including a temporary apparatus bay at the existing facility.

In addition to project administration, including overseeing the project budget and schedule, the OPM will be required to perform the following in coordination with the Owner:

1. Participate in Designer and CM selection
 - a. assistance with the Designer Selection process in accordance with Ch. 7C requirements
 - b. selection, negotiation with and oversight of a designer and a Construction Manager at Risk for the project evaluation of the programmed scope of the work and alignment of proposed solutions
 - c. prequalification pursuant to section 44D ½ or 44D ¾ as applicable of Ch. 149A Construction Manager at Risk, or Ch. 149 General Contractor and Subcontractor
2. Insuring the preparation of time schedules, which shall serve as control standards for monitoring performance of the building project development, evaluation and oversight of project schedule
3. Participate in Value Engineering exercises throughout the Feasibility Study and Design process and provide a reconciliation and evaluation of the budget based on the Designer's and CM's estimates.
4. Ensure that the CM provides ongoing cost estimates at appropriate points based on agreement of the budget established at previously established benchmarks
5. Continually track estimates of construction, soft costs, direct purchase items, utility charges, and other FF&E required
6. Participate in design reviews and coordinate meetings with appropriate government agencies
7. Oversee value engineering studies and work with CM to develop alternative solutions for scheduling and budgeting purposes
8. Review the life cycle cost of facility operations as it relates to future operational budgets including a reduction in daily operating costs through low maintenance, durable finishes, materials, and construction details; optimal energy efficiency of mechanical, electrical, and plumbing fixtures and equipment; cost/benefit and environmental impact analysis of an all-electric net zero/net positive building.
9. Oversee weekly meetings with the Designer, Owner, and CM (when contracted) and produce minutes of these meetings
10. assist in project evaluation including, but not limited to written evaluation of the performance of the design professional, contractors, and subcontractors.
11. Provide monthly executive summary to DPF of status of project including progress, schedule and budget updates, as well as critical path items.

Future Responsibilities:

1. Provide construction oversight
2. Provide independent review of critical shop drawings and details as may be required by the Owner
3. Work with the Owner to maintain a Proposed Change Order log to include both work within the CM contract and the supporting elements of the project

4. Evaluate claims, change orders, and pay applications on behalf of the owner
5. Assist the owner in pre-qualifications and procurement of trade contractors (when soliciting)
6. Oversee commissioning and resolution of punch-list items
7. Track and coordinate material lead times with the CM
8. Coordinate meetings with appropriate government agencies.
9. Provide independent review of critical shop drawings and details as may be required by the Owner
10. Project closeout

Task 1: Designer Selection

The OPM shall be LEED AP BD+C Certified and shall coordinate and manage documentation and certification of LEED Gold (minimum) with support from the Designer, CM@Risk, Owner, and other project team members.

Task 1 Deliverables:

1. Draft a Request for Qualifications for a Designer
The OPM shall draft the Request for Qualifications for a Designer specializing in Firehouse and Emergency Communications (911) Facilities, and experienced in high performing net zero/positive projects, sustainable design, and LEED/WELL, as well as familiarity/working knowledge of Passive House, or other sustainable design certifications.

Designer Selection RFQ requirements including, but not limited to:

- Feasibility Study including programming, Site Evaluation including Traffic Study, Schematic Design and Project Estimate.
 - Energy and air infiltration performance design standards, developed with the Owner
 - LEED Gold and net zero energy requirements.
 - Establish design standards manual for use in future firehouse alterations including the use of durable, low maintenance finishes, energy efficiency and electrification strategies, preventive maintenance program, and operating cost assessment including anticipated utility costs for this facility.
 - Design for program compartmentalization for living, circulation, and fleet
2. Participation in the selection process in consultation with the City's Designer Selection Board for a well-qualified designer meeting all Owner requirements
 3. Verifying a minimum of three references for the recommended Designer.
 4. Participation in fee negotiation with Designer

Task 2A: Feasibility Design Study and Site Evaluation

The OPM shall participate in all aspects of the Feasibility Study and Site Evaluation which includes, but is not limited to initial programming with the Designer, Fire Department, Emergency Communications, Department of Public Facilities, Fire Prevention, the Department of Public Works & Parks, Inspectional Services, Economic Development, and other City Departments or private entities as required and shall include a cost estimate.

A sustainability and net zero charrette including all stakeholders will be required to establish

project energy and sustainability goals in coordination with the Green Worcester Plan.

The site evaluation is a critical component of the feasibility study for this project and shall include options for integration to and consideration of the neighborhood and abutting properties including buildings, vehicle, pedestrian and bike access to adjacent streets and sidewalks and include a traffic study. It is the City's intention to develop safe, accessible and multiuse streets and sidewalks that connect to nearby developments including Polar Park, Main Street, and adjacent business and neighborhoods, and to encourage public transportation, pedestrian and bicycle use, as well as landscaping, street lighting, public trash and recycling, and street tree integration. A holistic evaluation and consideration of the building, site and neighborhood are an essential part of this project.

Coordination with Local Utilities and the Department of Public Works and Parks, and Department of Transportation regarding pedestrian, bicycle, and vehicle safety, as well as sidewalk, street, storm water, sewer, benches, trash and recycling, firefighting/hydrant locations, trees and traffic standards will be required. Resiliency design considerations and strategies based on flood map information and site evaluation with consideration to climate change will be required.

Site surveys and soil borings of both 180 Southbridge Street and 25 Madison Street will be provided by Owner. The Owner has contracted the services of a Civil Engineer and Licensed Site Professional for select borings and surveys of both the existing and new sites.

Evening meetings with the community will be required during this process. The OPM and Designer shall include a minimum of three (3) Community Design Review meetings.

During the Feasibility Study, and in coordination with the Owner and Designer, draft a Request for Qualifications for a Construction Manager at Risk to align contract execution at or near commencement of Schematic Design.

Task 2B: Temporary Apparatus Bay

The OPM shall manage the Designer through the development of and cost estimate of one of two options (see below) for accommodation for one new ladder truck at the existing firehouse at 180 Southbridge Street during design and construction of a new facility.

- Option 1 would entail siting the temporary apparatus bay in the rear parking lot of the existing South Division Firehouse at 180 Southbridge Street; see attached plan. This temporary apparatus bay would be required to provide electrical service, heat, lighting, oil/water separator, security, automatic overhead door, mitigate water infiltration at grade and provide a covered, secure connection to the firehouse. Decommissioning and demolition of this temporary apparatus bay would be included in this scope of work.
- Option 2 would require an overhead door in the existing facility to be heightened, door access controls rewired & programmed, a cabinet unit heater demolished on the second floor above the door, and the rear lot to be restriped with new access signage.

Task 2A & 2B Deliverables:

1. Participate in the Net Zero/Sustainability Charrette with all stakeholders
2. Participate in a minimum of two (2) Community Design Review Meetings.
3. Oversee and edit the DRAFT Feasibility Study and Site Evaluation Report with a cost estimate including both a new facility and the temporary apparatus bay, as submitted by the Designer.
4. Provide recommendations report to Owner based on Designer findings.

Task 3: Programming and Request for Qualifications for a CM@Risk

Project Scope will be developed based on Programming and findings from the Feasibility Study for further development in Schematic Design. The OPM shall provide design review and recommendations based on a detailed and well-documented programming process.

In accordance with the project schedule and determined milestones for approval by the City, finalize the Request for Qualifications for a Construction Manager at Risk, aligning contract execution at commencement of Schematic Design.

Task 3 Deliverables:

1. Participate in select programming meetings, a minimum of four (4) with the Owner, Designer and City or private entities. Programming with both the Fire Department, and Emergency Communications will be required.
2. Evaluate the Designer's program and provide recommendations report to Owner based on Programming documents.

Task 4: Schematic Design

Schematic Design is an iterative process that will require a series of meetings culminating in three (3) options for a new Firehouse and Emergency Communications facility, and schematic design to house the new ladder apparatus at the existing facility; these two design paths are exclusive of one another. A 30% estimate shall be provided by the Designer and CM@Risk with written evaluation provided to the Owner.

Task 4 Deliverables:

1. Participate and provide recommendations during the Schematic Design process with consideration to all stakeholders.
2. Participate in a minimum of two (2) Community Design Review Meetings.
3. Provide recommendations on the Schematic Design package including a reconciled cost estimate provided by the Designer and CM@Risk.

4. Minimum Requirements and Evaluation Criteria

Minimum Requirements:

In order to be eligible for selection, each Respondent must **certify in its cover letter** that it meets the

following minimum requirements. Any Response that fails to include such certification in its response, demonstrating that these criteria have been met, may be rejected without further consideration.

Each Respondent must designate an individual who will serve as the Project Director.

- The Project Director shall be a person (i) who is registered as an architect or professional engineer and who has demonstrated at least five (5) years' experience in the supervision of design and construction of public buildings, OR (ii) who has at least seven (7) years of relevant experience in the construction and supervision of construction of buildings of a similar nature, and project size, and duration.
- Demonstrated experience managing projects specializing in public safety
- The respondent must hold a Massachusetts Certified Public Purchasing Official designation (MCPPO Certified)
- The respondent must have demonstrated experience in managing fast track or accelerated construction in projects of similar size and scope.
- The respondent must have demonstrated ability to manage projects constructed under the Massachusetts General Laws Chapter 149 and 149A.
- The respondent must have experience serving as an Owners Project Manager for municipal government agencies and/or public bodies and be familiar with the procedures and processes that accompany any public project.

Evaluation Criteria:

The Owner will evaluate Responses based on criteria that shall include, but not be limited to, the following:

1. Project experience of the Respondent for publicly funded firehouse and emergency communication facilities:
 - a. Documented responsibilities on previous, related projects, including projects managed, project dollar value, and schedule.
 - b. Satisfactory working relationship with architects/engineers and construction managers, and public bodies.
2. Working knowledge of the Massachusetts State Building Code, regulations related to the Massachusetts Architectural Access Board, and other pertinent requirements related to successful completion of the project.
3. Working knowledge of the Commonwealth construction procurement laws, regulations, policies and procedures, as amended by the 2004 Construction Reform laws Chapter 149A.
4. Management approach: Describe project staffing for the project and how the Respondent would put together an effective alliance; proposed project management systems; effective information management; and examples of problem solving approaches to resolving issues that impact time and cost.
5. Key personnel: Provide an organizational chart and resumes for key individuals and describe

how key personnel will work with other members of the Project Delivery Team. Describe the role and time commitment, experience and references for key personnel including relevant experience in the supervision of construction of projects that have been successfully completed or in process that are similar in type, size, dollar value and complexity to the project being considered.

6. Thorough knowledge and demonstrated experience with life cycle assessment and cost analysis, cost estimating, value engineering, and environmental impact analysis with actual examples of recommendations and associated benefits to owners.

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

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

The selected Respondent(s) will be required to execute a Contract for Owner's Project Management Services in a form similar to the attachment in **Exhibit B**, and incorporated by reference herein. Prior to execution of the Contract for Project Management Services with the Owner, the selected Respondent will be required to submit to the Owner a certificate of insurance that meets the requirements set forth in the Contract for Project Management Services. Prior to execution of the Contract for Owner's Project Management Services, the fee for services shall be negotiated between the Owner and the selected Respondent to the satisfaction of the Owner. A not to exceed fee amount of \$ 250,000.00 has been established.



SITE 1



SITE 2

Commonwealth of Massachusetts Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2016)	1. Project Name/Location For Which Firm Is Filing:		2. Project #																																																																																																	
			This space for use by Awarding Authority only.																																																																																																	
3a. Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work:		3. Name Of Proposed Project Manager: For Study: (if applicable) For Design: (if applicable)																																																																																																		
3b. Date Present and Predecessor Firms Were Established:		3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:																																																																																																		
3c. Federal ID #:		3g. Name and Address Of Parent Company, If Any:																																																																																																		
3d. Name and Title Of Principal-In-Charge Of The Project (MA Registration Required): <div style="display: flex; justify-content: space-between;"> Email Address: </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> Telephone No: Fax No.: </div>		3. Check Below If Your Firm Is Either: <div style="margin-top: 5px;"> (1) SDO Certified Minority Business Enterprise (MBE) <input type="checkbox"/> </div> <div style="margin-top: 5px;"> (2) SDO Certified Woman Business Enterprise (WBE) <input type="checkbox"/> </div> <div style="margin-top: 5px;"> (3) SDO Certified Minority Woman Business Enterprise (M/WBE) <input type="checkbox"/> </div> <div style="margin-top: 5px;"> (4) SDO Certified Service Disabled Veteran Owned Business Enterprise (SDVOBE) <input type="checkbox"/> </div> <div style="margin-top: 5px;"> (5) SDO Certified Veteran Owned Business Enterprise (VBE) <input type="checkbox"/> </div>																																																																																																		
4. Personnel From Prime Firm Included In Question #3a Above By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline And, Within Brackets, The Total Number Holding Massachusetts Registrations):																																																																																																				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Admin. Personnel</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">(_____)</td> <td style="width: 20%;">Ecologists</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">(_____)</td> <td style="width: 20%;">Licensed Site Profs.</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">(_____)</td> <td style="width: 10%;">Other</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">(_____)</td> </tr> <tr> <td>Architects</td> <td>_____</td> <td>(_____)</td> <td>Electrical Engrs.</td> <td>_____</td> <td>(_____)</td> <td>Mechanical Engrs.</td> <td>_____</td> <td>(_____)</td> <td></td> <td>_____</td> <td>(_____)</td> </tr> <tr> <td>Acoustical Engrs.</td> <td>_____</td> <td>(_____)</td> <td>Environmental</td> <td>_____</td> <td>(_____)</td> <td>Planners: Urban./Reg.</td> <td>_____</td> <td>(_____)</td> <td></td> <td>_____</td> <td>(_____)</td> </tr> <tr> <td>Civil Engrs.</td> <td>_____</td> <td>(_____)</td> <td>Fire Protection</td> <td>_____</td> <td>(_____)</td> <td>Specification Writers</td> <td>_____</td> <td>(_____)</td> <td></td> <td>_____</td> <td>(_____)</td> </tr> <tr> <td>Code Specialists</td> <td>_____</td> <td>(_____)</td> <td>Geotech. Engrs.</td> <td>_____</td> <td>(_____)</td> <td>Structural Engrs.</td> <td>_____</td> <td>(_____)</td> <td></td> <td>_____</td> <td>(_____)</td> </tr> <tr> <td>Construction Inspectors</td> <td>_____</td> <td>(_____)</td> <td>Industrial</td> <td>_____</td> <td>(_____)</td> <td>Surveyors</td> <td>_____</td> <td>(_____)</td> <td></td> <td>_____</td> <td>(_____)</td> </tr> <tr> <td>Cost Estimators</td> <td>_____</td> <td>(_____)</td> <td>Interior Designers</td> <td>_____</td> <td>(_____)</td> <td></td> <td>_____</td> <td>(_____)</td> <td></td> <td>_____</td> <td>(_____)</td> </tr> <tr> <td>Drafters</td> <td>_____</td> <td>(_____)</td> <td>Landscape</td> <td>_____</td> <td>(_____)</td> <td></td> <td>_____</td> <td>(_____)</td> <td>Total</td> <td>_____</td> <td>(_____)</td> </tr> </table>					Admin. Personnel	_____	(_____)	Ecologists	_____	(_____)	Licensed Site Profs.	_____	(_____)	Other	_____	(_____)	Architects	_____	(_____)	Electrical Engrs.	_____	(_____)	Mechanical Engrs.	_____	(_____)		_____	(_____)	Acoustical Engrs.	_____	(_____)	Environmental	_____	(_____)	Planners: Urban./Reg.	_____	(_____)		_____	(_____)	Civil Engrs.	_____	(_____)	Fire Protection	_____	(_____)	Specification Writers	_____	(_____)		_____	(_____)	Code Specialists	_____	(_____)	Geotech. Engrs.	_____	(_____)	Structural Engrs.	_____	(_____)		_____	(_____)	Construction Inspectors	_____	(_____)	Industrial	_____	(_____)	Surveyors	_____	(_____)		_____	(_____)	Cost Estimators	_____	(_____)	Interior Designers	_____	(_____)		_____	(_____)		_____	(_____)	Drafters	_____	(_____)	Landscape	_____	(_____)		_____	(_____)	Total	_____	(_____)
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5. Has this Joint-Venture previously worked together? <input type="checkbox"/> Yes <input type="checkbox"/> No																																																																																																				

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

CITY / TOWN / AGENCY

Prime Consultant
Principal-In-Charge

Project Manager for Study

Project Manager for Design

Discipline
(from advertisement)

Name Of Firm
Person In Charge Of Discipline
Mass. Registr. #
MBE/WBE Certified (If
Applicable)

Discipline
(from advertisement)

Name Of Firm
Person In Charge Of Discipline
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MBE/WBE Certified (If
Applicable)

Discipline
(from advertisement)

Name Of Firm
Person In Charge Of Discipline
Mass. Registr. #
MBE/WBE Certified (If
Applicable)

7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. <u>Include Resumes of Project Managers</u> . Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.	
a. Name and Title Within Firm:	a. Name and Title Within Firm:
b. Project Assignment:	b. Project Assignment:
c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOBE <input type="checkbox"/> VBE <input type="checkbox"/> </div>	c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;"> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOBE <input type="checkbox"/> VBE <input type="checkbox"/> </div>
d. Years Experience: With This Firm: _____ With Other Firms: _____	d. Years Experience: With This Firm: _____ With Other Firms: _____
e. Education: Degree(s) /Year/Specialization	e. Education: Degree(s) /Year/Specialization
f. Active Registration: Year First Registered/Discipline/Mass Registration Number	f. Active Registration: Year First Registered/Discipline/Mass Registration Number
g. Current Work Assignments and Availability For This Project:	g. Current Work Assignments and Availability For This Project:
h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

8a. Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include ONLY Work Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (List Up To But Not More Than 5 Projects).					
a. Project Name And Location Principal-In-Charge	b. Brief Description Of Project And Services (Include Reference To Relevant Experience)	c. Client's Name, Address And Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.					
Sub-Consultant Name:					
a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.					
# of Total Projects:		# of Active Projects:	Total Construction Cost (In Thousands) of Active Projects (excluding studies):		
Role P, C, JV *	Phases St., Sch., D.D., C.D.,A.C.*	Project Name, Location and Principal-In-Charge	Awarding Authority (Include Contact Name and Phone Number)	Construction Costs (In Thousands) (Actual, Or Estimated If Not	Completion Date (Actual or Estimated) (R)Renovation or (N)New
		1.			
		2.			
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		12.			

* P = Principal; C = Consultant; JV = Joint Venture; St. = Study; Sch. = Schematic; D.D. = Design Development; C.D. = Construction Documents; A.C. = Administration of Contract

10.	Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 1/2" X 11" Supplementary Sheets Will Be Accepted. <u>APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.</u>																																
Be Specific – No Boiler Plate																																	
11.	Professional Liability Insurance: <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">Name of Company</td> <td style="width: 30%;">Aggregate Amount</td> <td style="width: 30%;">Policy Number</td> <td style="width: 10%;">Expiration Date</td> </tr> </table>	Name of Company	Aggregate Amount	Policy Number	Expiration Date																												
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12.	Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of \$50,000 per incident? Answer YES or NO . If YES, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).																																
13.	Name Of Sole Proprietor Or Names Of All Firm Partners and Officers: <table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">Name</td> <td style="width: 20%;">Title</td> <td style="width: 20%;">MA Reg #</td> <td style="width: 20%;">Status/Discipline</td> <td style="width: 20%;">Name</td> <td style="width: 20%;">Title</td> <td style="width: 20%;">MA Reg #</td> <td style="width: 20%;">Status/Discipline</td> </tr> <tr> <td>a.</td> <td></td> <td></td> <td></td> <td>d.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> <td>e.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>c.</td> <td></td> <td></td> <td></td> <td>f.</td> <td></td> <td></td> <td></td> </tr> </table>	Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline	a.				d.				b.				e.				c.				f.			
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14.	If Corporation, Provide Names Of All Members Of The Board Of Directors: <table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">Name</td> <td style="width: 20%;">Title</td> <td style="width: 20%;">MA Reg #</td> <td style="width: 20%;">Status/Discipline</td> <td style="width: 20%;">Name</td> <td style="width: 20%;">Title</td> <td style="width: 20%;">MA Reg #</td> <td style="width: 20%;">Status/Discipline</td> </tr> <tr> <td>a.</td> <td></td> <td></td> <td></td> <td>d.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> <td>e.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>c.</td> <td></td> <td></td> <td></td> <td>f.</td> <td></td> <td></td> <td></td> </tr> </table>	Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline	a.				d.				b.				e.				c.				f.			
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15.	Names Of All Owners (Stocks Or Other Ownership): <table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">Name And Title</td> <td style="width: 20%;">% Ownership</td> <td style="width: 20%;">MA. Reg.#</td> <td style="width: 20%;">Status/Discipline</td> <td style="width: 20%;">Name And Title</td> <td style="width: 20%;">% Ownership</td> <td style="width: 20%;">MA. Reg.#</td> <td style="width: 20%;">Status/Discipline</td> </tr> <tr> <td>a.</td> <td></td> <td></td> <td></td> <td>d.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> <td>e.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>c.</td> <td></td> <td></td> <td></td> <td>f.</td> <td></td> <td></td> <td></td> </tr> </table>	Name And Title	% Ownership	MA. Reg.#	Status/Discipline	Name And Title	% Ownership	MA. Reg.#	Status/Discipline	a.				d.				b.				e.				c.				f.			
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16.	I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7C, Section 44 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury. <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Submitted by (Signature) _____</td> <td style="width: 50%;">Printed Name and Title _____</td> </tr> <tr> <td></td> <td style="text-align: right;">Date _____</td> </tr> </table>	Submitted by (Signature) _____	Printed Name and Title _____		Date _____																												
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CONTRACT FOR PROJECT MANAGEMENT SERVICES

This Contract made this Ninth day of December 2019, by and between the City of Worcester, a Massachusetts municipal corporation with an address of 455 Main Street, 4th Floor, Worcester, Massachusetts 01608 (hereinafter "Owner"), and Arcadis U.S., Inc., a Delaware corporation, with a place of business at 630 Plaza Drive, Highlands Ranch, Colorado 80129 (hereinafter "Owner's Project Manager" or "OPM").5544

W I T N E S S E T H:

WHEREAS, the Owner is undertaking a project for significant improvements and upgrades to the DCU Center (the "Project"), an arena and convention center in downtown Worcester, Massachusetts; and

WHEREAS, the Owner determined that an owner's project manager pursuant to G.L c. 149, Sec. 44A½ will benefit the Project; and

WHEREAS, after publicly soliciting proposals and interviewing a number of qualified candidates, the Owner's Project Manager has been determined the most favorable proposer for the Project; and

WHEREAS, the Owner's Project Manager represents that it possesses the requisite qualifications, experience and capacity to provide these services; and

NOW THEREFORE, the parties mutually agree as follows:

ARTICLE 1: DEFINITIONS

APPROVAL - a written communication from the Owner approving either the work of the current Phase, as identified on Attachment A, or authorizing the Owner's Project Manager to proceed to the next Phase or approving the scope and compensation for Extra Services by written amendment, fully executed by the Parties. Approval shall not modify or limit the obligations of the Owner's Project Manager to comply with the terms and conditions set forth herein. The Approval may include the approval of compensation, the Construction Budget and the time required for submission.

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

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

CERTIFICATE OF FINAL COMPLETION - The form prescribed by the Owner which contains the certification of the Designer, Owner's Project Manager and the Owner that the Project has reached Final Completion.

2020 FEB 13 AM 8:30

Received
Worcester City Clerk

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

CONSTRUCTION MANAGEMENT AT RISK or CONSTRUCTION MANAGEMENT AT RISK SERVICES or CONSTRUCTION MANAGEMENT AT RISK DELIVERY METHOD or CM at RISK DELIVERY METHOD - a construction method described in G.L. c. 149A wherein a Construction Management at Risk firm provides a range of preconstruction services and construction management services which may include but is not limited to cost estimation and consultation regarding the design of the building project, the preparation and coordination of bid packages, scheduling, cost control, and value engineering, acting as the general contractor during the construction, detailing the Trade Contractor scope of work, holding the trade contracts and other subcontracts, prequalifying and evaluating Trade Contractors and subcontractors, and providing management and construction services, all at a Guaranteed Maximum Price, which shall represent the maximum amount to be paid by the public agency for the building project, including the cost of the work, the general conditions and the fee payable to the Construction Management at Risk Firm.

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

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

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

FINAL COMPLETION - The work has been completed in accordance with the Construction Contract Documents and the specifications, schematic plans and drawings approved by the Owner.

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

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

NON-TRADE CONTRACTOR - for purposes of a project using the CM at Risk construction delivery method only, a subcontractor, as described in G.L. c. 149A, § 8(j), who is not a Trade Contractor, as defined herein, and who has a direct contractual relationship with a CM at Risk

whether or not the work exceeds the threshold sum as identified in G.L. c. 149, § 44F(1).

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

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

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

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

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

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

PROJECT BUDGET - a complete and full enumeration of all costs of the Project.

PROJECT DIRECTOR - the employee of the Owner's Project Manager who has been designated in writing by the Owner's Project Manager as its authorized representative, as approved by the Owner and shall be the person who shall oversee and be responsible for all Project Management Services provided under this Contract.

PROJECT REPRESENTATIVE - the employee or a subconsultant of the Owner's Project Manager, who shall be dedicated exclusively to the Project, on-site full-time during the Construction Phase in accordance with the requirements of Section 8.7.2.

PROJECT SCHEDULE - a complete list of all activities, time and sequence required to complete the Project.

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

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

Project, provided the sub-bid work meets or exceeds the threshold sum identified in G.L. 149, §44F(1).

ARTICLE 2: RELATIONSHIP OF THE PARTIES

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

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

2.3 The Owner's Project Manager shall perform all services required by this Contract in accordance with the professional skill and care ordinarily exercised under similar circumstances by professionals practicing in the same or similar locality. The Owner's Project Manager shall furnish appropriate competent professional services for each aspect and task so that detailed checking or reviewing by the Owner is not necessary. The Owner's review, approval, acceptance of, or payment for any of the services furnished shall not be construed to operate as a waiver of any rights under this Contract or any cause of action arising out of the performance of this Contract.

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

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

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

ARTICLE 3: RESPONSIBILITIES OF THE OWNER

- 3.1 The Owner shall provide the necessary general direction and broad management coordination required to execute the Project.
- 3.2. The Owner shall designate an individual or individuals who shall have the authority to act on behalf of the Owner under this Contract and who shall be responsible for day-to-day communication between the Owner and the Owner's Project Manager.
- 3.3 Upon satisfactory completion of services performed, the Owner shall make payments to the Owner's Project Manager as provided in Articles 7, 8, 9 and 10.
- 3.4 The Owner shall be responsible for requiring the CM at Risk and/or the Designer to comply with their respective contract obligations and to cooperate with the Owner's Project Manager, including assuring that Owner's contract with CM at risk will require such CM at Risk to defend and indemnify Owner's Project Manager against third-party suits.
- 3.5 The Owner shall provide timely information with respect to its requirements relative to the Project Schedule and the Project Budget, and shall further give timely notice to the Owner's Project Manager of any changes or modifications to the same.
- 3.6 To the extent such data is available, the Owner shall furnish to the Owner's Project Manager existing surveys of the Project site, plans, borings, test pits, structural, mechanical, chemical or other test data, tests for air and water pollution and for hazardous materials, photographs and utility information.
- 3.7 The Owner agrees that the CM at Risk will be required to identify the Owner and the Owner's Project Manager additional insureds under the CM at Risk's general liability insurance policy, as evidenced by the applicable insurance certificate.

ARTICLE 4: RESPONSIBILITIES OF THE OWNER'S PROJECT MANAGER

- 4.1 The Owner's Project Manager shall provide project management services to monitor procurement procedures, design, construction and other related activities and to facilitate, coordinate and manage the Project with respect to timely performance in accordance with the Project Schedule and monitor the quality of services and workmanship and shall recommend courses of action to the Owner when respective contractual requirements are not being fulfilled. Services shall continue through substantial use and occupancy by the Owner, and Project Closeout.
- 4.2 The Owner's Project Manager shall perform the services required under this Contract in conformance with applicable federal, state, and local laws, ordinances and regulations.
- 4.3 The Owner's Project Manager shall report to the Owner any act or inaction in connection with the Project which the Owner's Project Manager believes creates a substantial health or safety risk. Notwithstanding the immediately preceding sentence, the Owner's Project

Manager shall not assume responsibility for safety precautions and programs in connection with the Project, which shall remain the sole responsibility of the CM at Risk, as the case may be.

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

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

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

ARTICLE 5: SUBCONSULTANTS

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

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

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

5.4 The Owner's Project Manager shall be responsible for all compensation to be paid to a Subconsultant. No Subconsultant shall have recourse against the Owner for payment of monies alleged to be owed to the Subconsultant by the Owner's Project Manager, and the Owner's Project Manager shall include in all contracts with its Subconsultants language so providing.

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

ARTICLE 6: TERM AND TIMELY PERFORMANCE

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

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

6.3 The Owner's Project Manager's services are to be provided in accordance with the time schedule set forth in the Project Schedule. If the schedule changes, causing the need for revisions to the Owner's Project Manager's services, the Owner's Project Manager shall notify the Owner of the revisions to its services. The Owner shall have the right but not the obligation to extend the term of this Contract by amendment. All the rights and obligations of the parties for such extended periods shall be as set forth in this Contract or in the amendment.

ARTICLE 7: PAYMENT

7.1 For the satisfactory performance of all services required pursuant to this Contract, excluding those services specified under Articles 9 and 10, the Owner's Project Manager shall be paid by the Owner in an amount up to the not-to-exceed Fee for Basic Services, identified on Attachment A. The Owner's Project Manager shall submit invoices on a monthly basis in accordance with the Payment Schedule included as Attachment A. The Owner shall make payments to the Owner's Project Manager within thirty (30) days of the Owner's approval of the invoice, but only on the basis of written invoices or official documentation evidencing in

complete detail, the propriety of the charges.

7.2 The Fee for Basic Services shall include, but not necessarily be limited to, all labor, overhead, profit, insurance, legal services, transportation, communication expenses, reasonable printing and copying necessary for completion of the Project. The Fee for Basic Services also shall include (a) the costs of rebidding and re-solicitation of proposals, bids, or qualifications if due to the fault of the Owner's Project Manager, and (b) assisting the Owner as provided by Section 8.1.4.2 in litigation or resolution of claims or other administrative proceedings associated with a bid protest arising out of the Designer contract or the construction contract and for assistance beyond the requirements of Section 8.1.4.2 if such litigation or claims are due to the fault of the Owner's Project Manager.

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

7.4 The Owner's Project Manager shall be paid the remainder of the Fee for Basic Services, less previous payments, within 30 days of acceptance by the Owner of the Certificate of Final Completion and submission of evaluations.

ARTICLE 8: BASIC SERVICES

In addition to those services set forth in the Owner's Request for Qualifications, DSB-5-W9 (which is incorporated and made a part of this Contract) including but not limited to that set forth in Attachment C, the Owner's Project Manager shall perform the following Basic Services:

8.1 Project Management (All Phases)

8.1.1 The Owner's Project Manager shall prepare a Communication Plan and document control procedure during the Schematic Design phase and continue to update it as specified for the duration of the Project. This procedure shall detail the responsibilities and lines of communication among all Project participants and establish the procedure for correspondence, document control, Designer and CM at Risk submittal logs, change order reporting logs and other tracking logs, as needed. A draft of the Communication Plan shall be submitted to the Owner for approval within 30 days of the Approval to proceed to Schematic Design/ Design Development/Construction Documents/Bidding Phase and be further updated (a) as needed to include the award of a construction contract and (b) no later than 30 days after Approval to proceed to the Construction Phase. The Owner's Project Manager shall include the Designer in its distribution of the Project Budget, Schedule, Monthly Progress Report and other reports as appropriate and as outlined in the Communications Plan.

8.1.1.2 The Owner's Project Manager shall assist the Owner in the preparation of all information, material, documentation, and reports that may be required for the Project.

8.1.1.3 The Owner's Project Manager shall prepare agendas for and attend meetings with the Owner's representatives. The Owner's Project Manager shall take minutes of all of the above-referenced meetings and promptly distribute minutes of these meetings to the Owner. The Owner's Project Manager shall take minutes of all of the above-referenced meetings and distribute them to the Owner until such time as the Owner has given the CM at Risk a Notice to Proceed pursuant to an Owner-CM at Risk contract in which case, the CM at Risk shall be responsible for taking minutes for meetings related to its contract. On behalf of the Owner, the Owner's Project Manager shall review minutes prepared by the CM at Risk for accuracy and completeness and shall advise the Owner accordingly.

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

8.1.2 Project Control

During the Schematic Design/Design Development/Construction Documents/Bidding Phases, the Owner's Project Manager shall monitor and report to the Owner any changes to the Project Budget and Schedule.

8.1.2.1 Project Budget

The Owner's Project Manager shall prepare a detailed baseline Project Budget in a form acceptable to the Owner, which will be reviewed and agreed to by the Owner. The Owner's Project Manager shall monitor and compare all Designer estimates, contractor bids, Guaranteed Maximum Price, and other cost information to this Project Budget and identify and report all variances to the Owner. The Owner's Project Manager shall maintain and update the baseline Project Budget throughout the term of this Contract.

The Owner's Project Manager shall use the baseline Project Budget as the Project control against which all Designer estimates, contractor bids, Guaranteed Maximum Price (if applicable), and other cost information will be measured. The Owner's Project Manager shall maintain and update the baseline Project Budget throughout the term of this Contract. The Owner's Project Manager shall promptly report to the City any variances in excess of one (1%) percent as compared to the baseline Project Budget and shall further include analysis of such variances as part of the Monthly Progress Report.

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

8.1.2.2 Cost Estimating

The Owner's Project Manager shall prepare detailed independent cost estimates as specified at schematic design and design development. The Owner's Project Manager shall record and track the cost estimates at each Design phase and submit this information to the Owner. The Owner's Project Manager shall reconcile its cost estimate to that prepared by the Designer to identify and notify the Owner of any variances.

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

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

During the Schematic Design Phase, the Owner's Project Manager shall prepare a construction cost estimate with aggregated unit rates and quantities supporting each item.

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

8.1.2.3 Project Schedule

The Owner's Project Manager shall submit a detailed baseline Project Schedule to the Owner within 30 days of Approval to proceed to the Schematic Design/Design Development/Construction Documents/Bidding Phase. The Owner's Project Manager shall maintain and update the Project Schedule throughout the term of this Contract. The Owner's Project Manager shall assess the actual progress of the Project relative to the baseline Project Schedule and report any variances from the baseline Project Schedule as part of the Weekly Progress Report.

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

8.1.2.4 Construction Schedule

The CM at Risk shall be responsible for preparing and updating its construction schedule

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

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

8.1.3 Weekly Progress Report

The Owner's Project Manager shall submit to the Owner written Weekly Progress Report summarizing activity during the preceding week. The Weekly Progress Report shall be submitted in a format acceptable to the Owner and shall describe work performed by all project participants (Owner's Project Manager, Designer, and CM at Risk) during the reporting period and work planned for the next reporting period. The report shall also address matters of schedule adherence (Project Schedule as well as individual completion percentages for design and construction), costs to date (updated Project Budget and actual expenses incurred), change orders and potential change orders, cash flow projections, CM at Risk's safety performance, Designer's QA/QC, CM at Risk's environmental compliance, community issues, Designer and CM at Risk's MBE/WBE activities, any issues that could result in additional time and/or additional costs and any anticipated problems/concerns together with recommended solutions.

8.1.4 Change Order and Claims Administration

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

8.1.4.1 Change Order Administration

8.1.4.1.1 Review all CM at Risk proposals for change orders and supporting schedules for time extension requests. For change orders in excess of \$100,000, prepare independent cost estimate analysis with associated schedule impact;

8.1.4.1.2 Initiate, conduct, and document negotiations through a memorandum of negotiations with the CM at Risk;

8.1.4.1.3 For all change order requests by the CM at Risk, make recommendations to the Owner for its modification, acceptance or rejection and provide an analysis and recommendation regarding the cost;

8.1.4.1.4 Prepare and finalize any documentation required for processing change orders including a summary of the Owner's Project Manager's review of the

reasonableness of the costs and documentation to support or reject the change; and
8.1.4.1.5 Maintain a status report system for logging and tracking change orders, claims, and disputes to resolution. At a minimum, weekly reports shall include contract number, description of change order or claim, reason for change, date initiated, magnitude of estimated cost, actions required (identification of action parties and response dates) and status. This report shall be included in the Weekly Progress Report.

8.1.4.2 Claims and Disputes Management

- 8.1.4.2.1 Implement a claims management procedure consistent with the construction contract documents;
- 8.1.4.2.2 Analyze CM at Risk claims and propose recommendations to the Owner in support of the Owner's obligations under the claims article of the construction contract documents. Prepare responsive positions in coordination with the Owner, and obtain appropriate input from the Designer and/or CM at Risk;
- 8.1.4.2.3 In the event that a dispute arises between the CM at Risk, and/or any Subcontractors, and/or the Designer, including, but not necessarily limited to, disputes regarding the performance, quality, acceptability, fitness and rate of progress of the Project or the requirements of the Designer's contract or the CM at Risk's construction contract(s), the Owner's Project Manager shall report any such claims, disputes or other matters in question relating to the performance by the CM at Risk, Subcontractor, Designer or vendor to the Owner in writing as soon as reasonably possible; and
- 8.1.4.2.4 The Owner's Project Manager shall take all reasonable efforts designed to resolve any such claims, disputes, or other matters in question.

8.2 Schematic Design Phase

8.2.1 Designer Selection

The Owner's Project Manager shall coordinate the designer selection process for the Owner. Basic Services shall include:

- 8.2.1.1 The Owner's Project Manager shall assist the Owner in preparing the schedule for designer selection, advertisement, request for services, selection criteria and other materials required for the application package.
- 8.2.1.2 The Owner's Project Manager shall record the names and addresses of all designers who request an application package, shall notify all interested designers of any changes to the request for services or application package and shall respond to project specific questions. The Owner's Project Manager shall complete reference checks on all applicants and provide the Owner with a report on the references.
- 8.2.1.3 The Owner's Project Manager shall review each submitted application to be sure it is complete and shall submit the application packages as well as the completed references to the Owner at least two (2) weeks before the targeted Designer Selection Board Meeting.

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

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

8.2.2 Schematic Design

The Owner's Project Manager shall monitor the activities and responsibilities of the Designer during this phase and assist the Owner in the review of the proposed scope, schedule and budget, developed by the Designer, including the review of the Designer's preliminary drawings. Without limiting the generality of the foregoing, the Owner's Project Manager shall:

- a. Prepare independent construction cost estimates pursuant to Section 8.1.2.2 of this Contract for comparison with the Designer's cost estimates; and
- b. Work with the Owner and Designer to prepare the Project Schedule.

8.2.2.1 The Owner's Project Manager shall lead design coordination meetings every week, between the Designer and the Owner to provide for review and discussion of design/engineering related issues. The Owner's Project Manager shall provide technical assistance to the Owner. The Owner's Project Manager shall take and timely distribute minutes of these meetings to the Owner.

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

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

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

8.2.2.5 The Owner's Project Manager shall assist and advise the Owner in properly preparing and submitting to the Office of the Inspector General, the application to proceed with the CM at Risk construction delivery method and in obtaining a notice to proceed, in accordance with the provisions of G.L. c. 149A, § 4, and the applicable regulations and procedures promulgated by the Inspector General. The Owner's Project Manager shall assist and advise the Owner in correcting and resubmitting the application to proceed, as necessary, and in responding to any requests for additional

information from the Office of the Inspector General. The services provided by the Owner's Project Manager in assisting and advising the Owner with the preparation and submission of the application to proceed with the CM at Risk construction delivery method shall be included in Basic Services.

8.3 CM at Risk Prequalification and Selection

8.3.1 General

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

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

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

8.3.2.1 The Owner's Project Manager shall assist and advise the Owner in the proper administration and coordination of the CM at Risk prequalification process, including but not limited to the preparation of the request for qualifications ("RFQ") and the preparation of the public notice, solicitation, and advertisement for responses to the RFQ in accordance with the provisions of G.L. c. 149A, § 5, and the applicable regulations and procedures promulgated by the Inspector General.

8.3.2.2 The Owner's Project Manager shall assist and advise the Owner in preparing evaluation procedures and criteria for selecting the CM at Risk in accordance with the provisions of G.L. c. 149, §5.

8.3.2.3 The Owner's Project Manager shall assist and advise the Owner in preparing a specific description of the scope of services expected of the selected CM at Risk during the design, pre-construction, and construction phases of the project.

8.3.2.4 The Owner's Project Manager shall assist and advise the Owner in the preparation of the public notice, solicitation, and advertisement for the RFQ.

8.3.2.5 The Owner's Project Manager shall distribute the Request for Qualifications to responding CM at Risk firms.

8.3.2.6 The Owner's Project Manager shall assist and advise the Owner in reviewing all CM at Risk responses to the Request for Qualifications and make recommendations to the Owner regarding the selection of CM at Risk firms prequalified to submit a

Statement of Qualifications for review by the Prequalification Committee.

8.3.3 Evaluation of CM at Risk Statements of Qualifications

8.3.3.1 As a member of the Owner's CM at Risk prequalification committee and on behalf of the Owner, the Owner's Project Manager shall review and evaluate in conjunction with the Prequalification Committee the Statements of Qualifications received from CM at Risk firms on the basis of the evaluation criteria established in the Request for Qualifications.

8.3.3.2 The Owner's Project Manager shall advise and assist, and make appropriate recommendations to, the Owner and the Prequalification Committee regarding the selection of qualified CM at Risk firms to receive a Request for Proposals ("RFP") from the Owner in accordance with the provisions of G.L. c. 149A, § 5(f) and the applicable regulations and procedures promulgated by the Inspector General.

8.3.3.3 Pursuant to G. L. c. 149A, §5(f), in the event that the Prequalification Committee is unable to identify a minimum of three (3) qualified CM at Risk firms, at the Owner's direction, the Owner's Project Manager shall assist and advise the Owner in re-advertising the Request for Qualifications or, in the alternative, at the direction of the Owner, assist and advise the Owner in procuring the project pursuant to G.L. c. 149, §§ 44A - 44J.

8.3.4 CM at Risk RFP, Issuance, Evaluation, Ranking

8.3.4.1 The Owner's Project Manager shall assist and advise the Owner in the proper administration and coordination of the request for proposals ("RFP") process, including, but not limited to, the preparation and issuance of the RFP; the evaluation of the technical and cost proposals; the selection and ranking of CM at Risk firms; review and analysis of cost proposals; non-fee negotiations; and record-keeping, in accordance with the provisions of G.L. c. 149, § 6, and the applicable regulations and procedures promulgated by the Inspector General.

8.3.4.2 As a member of the Owner's CM at Risk Selection Committee, the Owner's Project Manager shall review and evaluate the RFP's received from prequalified CM at Risk firms on the basis of the evaluation criteria included in the RFP.

8.3.4.3 The Owner's Project Manager shall coordinate the evaluation of the RFP's received on behalf of the Prequalification Committee and make recommendations regarding the evaluation and ranking of RFP's and the conduct of interviews, if any, in accordance with the provisions of G.L. c. 149A, § 6(d), and the applicable regulations and procedures promulgated by the Inspector General.

8.3.4.4 If the proposal of the best qualified CM at Risk firm exceeds the budget established in the Project Scope and Budget Agreement or the Project Funding Agreement, as the case may be, the Owner's Project Manager shall consult with the

Owner and Designer and make recommendations to the Owner in regard to maintaining the Project Budget which may include, consistent with Massachusetts public construction laws, reviewing and recommending the acceptance of alternatives, re-advertising for a CM at Risk, or seeking additional funding from the Owner.

8.3.5 Negotiations, Contract Award, Guaranteed Maximum Price

8.3.5.1 The Owner's Project Manager shall provide advice, consultation, guidance and assistance to the Owner and the CM at Risk Selection Committee in non-fee negotiations with the prequalified CM at Risk firms until the Selection Committee has reached an acceptable contract with one of said firms in accordance with G.L. c. 149A § 6(2)(e).

8.3.5.2 The Owner's Project Manager shall provide advice, consultation, guidance and assistance to the Owner in the preparation and execution of the Owner - CM at Risk contract.

8.3.5.3 The Owner's Project Manager shall obtain from the CM at Risk and maintain on file any required performance and payment bonds in a form acceptable to the Owner, including, but not limited to, those in the amount of the Guaranteed Maximum Price ("GMP") in accordance with G.L. c. 149A, §§ 5(a), and 7(b)(4) and those in the full amount of trade contracts in accordance with G.L. c. 149A, § 8; any required insurance certificates; and any other documents and certificates required by law or by the provisions of the Owner-CM at Risk contract.

8.3.5.4 The Owner's Project Manager shall provide advice, consultation, guidance and assistance to the Owner in negotiating amendments to the CM at Risk contract to incorporate the scope and cost of early delivery work in accordance with the provisions of G.L. 149A, §§ 5-8, and the applicable regulations and procedures promulgated by the Inspector General.

8.3.5.5 The Owner's Project Manager shall provide advice, consultation, guidance and assistance to the Owner in the negotiation of the GMP in accordance with G.L. c. 149A, § 7, and the applicable regulations and procedures promulgated by the Inspector General. The OPM shall verify that the GMP is consistent with the requirements of the CM at Risk contract and that the CM at Risk has implemented an adequate cost control system to provide verification that all costs incurred within the GMP are true and actual in accordance with the CM at Risk contract.

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

8.3.5.7 Once the CM at Risk has been given a Notice to Proceed and begins preparing meeting minutes on behalf of the Owner in accordance with Section 8.1.1.3, the Owner's Project Manager shall review the minutes prepared by the CM at Risk for accuracy and completeness and shall advise the Owner accordingly.

8.3.5.8 Pursuant to G.L. c. 149A, § 7(b)(4), in the event the Owner is unable to negotiate an acceptable GMP with a CM at Risk, at the direction of the Owner, the Owner's Project Manager shall provide advice, consultation, guidance and assistance to the Owner in negotiating with the next highest ranked proposer and, if directed by the Owner, in procuring the Project in accordance with Chapter 149, §§ 44A-44J.

8.3.5.9 The Owner's Project Manager shall assist and advise the Owner and the Designer in preparing and sending the Notice to Proceed to the Construction Manager at Risk.

8.4 Design Development

8.4.1 General

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

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

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

8.4.2 The Owner's Project Manager shall continue to oversee the activities and responsibilities of the Designer in the further development of the scope, schedule and budget including a general review of the Designer's detailed scaled plans, elevations and sections of all aspects of the design. The Owner's Project Manager shall review and reconcile the construction cost estimates of the Designer and the CM at Risk and the OPM. Work with the Owner, Designer and CM at Risk to update the Project Budget and Schedule.

8.4.3 The Owner's Project Manager shall monitor and coordinate the schedule, technical accuracy, efficiency, coordination, and constructability of the Project and cost-effectiveness of all designs, drawings, reports, estimates and other work furnished by the Designer, and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the Designer's contract with the Owner are not being fulfilled.

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

8.4.5 The Owner's Project Manager shall coordinate the timely review of the design between the Designer and CM at Risk.

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

8.4.7 Early Delivery of Construction Bid Documents

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

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

8.5 Construction Documents

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

The Owner's Project Manager shall continue to monitor the schedule of the Designer and

CM at Risk.

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

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

8.5.3 The Owner's Project Manager shall provide advice, consultation and guidance to the Owner and the Designer relative to the Trade Contractor and Non-Trade Contractor prequalification and selection process pursuant to G.L. c. 149A § 8, including participation as a member of the Owner's Prequalification Committee if directed by the Owner.

8.5.4 The Owner's Project Manager shall review the information provided by the CM at Risk on Trade and Non-Trade Contractor scope of work pursuant to M.G.L. c. 149A § 8, paying particular attention to the contract drawings and specifications prepared for Trade Contractors. The Owner's Project Manager shall fully understand the delineation of work as determined by the CM at Risk and the Designer between Trade and Non- Trade Contractors for the purpose of verifying the actual costs of such scopes of work.

8.5.6 The Owner's Project Manager's review of the construction documents shall also include, but not be limited to, any concerns of the Owner's Project Manager and/or the Owner relative to access, usable area, parking, utilities, and anticipated noise sources during construction and identification of field offices, facilities, supplies and equipment.

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

8.5.8 The Owner's Project Manager shall monitor the schedule of the CM at Risk, provide review and comment of CM at Risk's work product and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the CM at Risk's contract with the Owner are not being fulfilled.

8.6 Bidding Phase

8.6.1 General

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

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

8.6.2 CM at Risk Trade Contractor Selection Process

8.6.2.1 Trade Contractor Prequalification

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

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

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

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

8.6.2.2 Request for Bids for Trade Contractor Services

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

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

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

8.6.2.3 Trade Contractor Bid Review

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

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

8.6.2.4 Contract Award

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

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

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

8.6.3 Non-Trade Contractor Selection

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

8.6.3.1 Non-Trade Contractor Qualification

For each class of Non-Trade Contractors, for which the CM at Risk is requesting bids, the Owner's Project Manager shall review the qualifications established by the CM at Risk for each class of Non-Trade Contractors and the list of Non-Trade Contractors and make recommendations to the Owner regarding approval of the qualifications established by the CM at Risk, whether any of the Non-trade Contractors should be eliminated from the list, or whether any Non-trade Contractors should be added to the list, all in accordance with the provisions of G.L. c. 149A, § 8(j).

8.6.3.2 Non-Trade Contractor Bidding

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

8.6.3.3 Non-Trade Contractor Bid Review and Award

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

8.6.3.4 Non-Trade Contractor Alternate Selection Procedure

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

The Owner's Project Manager shall attend all bid openings and, in conjunction with the

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

8.7 Construction Phase

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

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

8.7.2 The Owner's Project Manager shall provide a full-time (40 hours per week minimum) on-site Project Representative, who shall be dedicated exclusively to the Project, either as an employee of the Owner's Project Manager or as a Subconsultant to the Owner's Project Manager.

8.7.2.1 The Project Representative shall be subject to the approval of the Owner and the Owner reserves the right to require the Owner's Project Manager to replace the Project Representative at any time during the course of the Project.

8.7.2.2 The Project Representative shall have at least five years experience in on-site supervision of projects similar in size and complexity to the Project.

8.7.2.3 Unless otherwise directed, the Project Representative shall be present at all times when the CM at Risk is conducting operations at the site starting from issuance by the Owner of a Notice to Proceed to the CM at Risk and continuing until issuance to the CM at Risk of a Certificate of Substantial Completion by the Owner and thereafter on an, as needed basis, until issuance to the CM at Risk of a Certificate of Final Completion by the Owner.

8.7.3 The Owner's Project Manager shall review the CM at Risk's schedule of values to determine if it represents a reasonably balanced payment schedule for work to be performed with no items front-end loaded or artificially inflated. The schedule of values shall include line items for all deliverables, testing requirements and specified operations and maintenance materials.

8.7.4 The Owner's Project Manager shall review the CM at Risk's submitted baseline schedule. The Owner's Project Manager shall be responsible for monitoring the timeliness of these submittals and enforcing compliance with schedule submittal requirements of the construction documents. The Owner's Project Manager shall evaluate the CM at Risk's planning for the execution of the work, evaluate the reasonableness of the proposed schedule and determine if the submitted schedule meets the requirements of the

construction documents.

8.7.5 The Owner's Project Manager shall provide daily observation and monitoring of construction activities such that all shifts and work activities are observed and documented. Responsibilities shall include:

8.7.5.1 The Owner's Project Manager shall keep a daily log containing a record of weather, the CM at Risk's work on site, number of workers, visitors to the site, safety status of the Project, equipment and equipment utilization, material and equipment deliveries, non-compliance with safety procedures and issuance of any safety violation notifications, accidents, general description of work performed and quality of work, visits of code enforcement officials and any resulting reports or orders, verbal instruction to interpretations given to the CM at Risk, pay items, and any observed delays, deficiencies and field problems;

8.7.5.2 The Owner's Project Manager shall prepare weekly progress reports for submittal to the Designer and the Owner that summarize the progress achieved, provide a concise description of problems and include a copy of the daily log;

8.7.5.3 The Owner's Project Manager shall assist the Designer in determining if construction and construction related activities are performed in accordance with plans and specifications and the approved shop drawings and are consistent with Massachusetts public construction laws;

8.7.5.4 The Owner's Project Manager shall monitor on a daily basis Time and Materials work on change orders for less than \$50,000, including work installed, volume measurements, time sheets, crew sizes and mixes, and equipment utilized;

8.7.5.5 The Owner's Project Manager shall evaluate actual quantities and classification of Unit Price work performed by the CM at Risk;

8.7.5.6 The Owner's Project Manager shall evaluate field problems, using the proper channels for solution and communication of the information to the Designer and the Owner;

8.7.5.7 The Owner's Project Manager shall coordinate and track requests for clarification on drawings/specifications, design changes and proposed change orders;

8.7.5.8 The Owner's Project Manager shall prepare responses to CM at Risk correspondence for the Owner;

8.7.5.9 The Owner's Project Manager shall monitor and coordinate the scheduling and activities of independent materials testing functions at the site, including distribution of reports and any necessary actions resulting;

8.7.5.10 The Owner's Project Manager shall maintain at the Project site, on a

current basis, a record copy of Construction Contract Documents, including, but not necessarily limited to, drawings, specifications, addenda, change orders, and directives as well as all approved shop drawings, product data, samples, submittals, operations and maintenance manuals and all other relevant documents relating to the construction of the Project;

8.7.5.11 The Owner's Project Manager shall monitor the CM at Risk's compliance with Massachusetts prevailing wage requirements pursuant to G.L. c. 149, §§ 26 to 27H, inclusive including assisting the Owner in cataloging and filing payroll affidavits; and

8.7.5.12 The Owner's Project Manager shall shoot and maintain Project progress photographs showing construction progress at a frequency sufficient to document major activities or to document safety incidents, differing site conditions and quality issues. The Owner's Project Manager shall maintain a descriptive log and captioning of the photographs on CD.

8.7.6 The Owner's Project Manager shall monitor the CM at Risk's compliance with the construction schedule, identify potential problems, include problem identification on the Monthly Progress Report and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the CM at Risk in the Owner - CM at Risk Agreement are not being fulfilled.

8.7.7 The Owner's Project Manager shall attend weekly job meetings on progress, coordination and problem resolution and negotiations. The Owner's Project Manager shall review the meeting minutes that are submitted to the Owner by the CM at Risk and shall advise the Owner as to the completeness, accuracy and general acceptability of the minutes.

8.7.8 The Owner's Project Manager shall monitor, review and analyze proposed change orders, and claims recommending appropriate action and resolution to the Owner in accordance with Section 8.1.4.

8.7.9 The Owner's Project Manager shall review and coordinate its review with the Designer to recommend approval of the CM at Risk's monthly payment requisitions. The Owner's Project Manager shall review each Trade Contractor's or Non-Trade Contractor's payment requisition and the CM at Risk's requisition of costs to ascertain that the Owner is paying for actual costs and fees in accordance with the Owner-CM at Risk contract.

8.7.10 The Owner's Project Manager shall oversee and monitor the procurement of furniture, fixtures, equipment and technology that is not included in the construction contract.

8.7.11 After the Owner and the CM at Risk have agreed on a Guaranteed Maximum Price ("GMP") in accordance with G.L. c. 149A, § 7, the Owner's Project Manager shall promptly notify the Owner when actual costs exceed the detail line item cost breakdowns set

forth in the GMP amendment and otherwise comply with Section 8.1.2.1.

8.7.12 The Owner's Project Manager shall verify substantial completion of work; assist the Designer in the Designer's final inspection and receipt of documents, manuals, receipts, certifications, and all other materials required for final closeout as described in the Owner-CM at Risk contract, including, but not limited to, the GMP amendment and any other amendments thereto. The Owner's Project Manager shall coordinate the detailed punchlist with the Designer, including a subsequent walk-through with the Designer and CM at Risk. The Owner's Project Manager and the Designer shall then coordinate a walk-through with the Owner to finalize the punchlist. The Owner's Project Manager shall then be responsible for tracking and confirming the completion of the punchlist items.

8.8 Completion Phase

8.8.1 The Owner's Project Manager shall monitor the activities and responsibilities of the Designer and the CM at Risk in the close-out and commissioning of the Project.

8.8.2 The Owner's Project Manager shall assist in securing and reviewing and recommending approval of all project completion forms and documentation necessary for occupancy and full operation of the facility including, but not necessarily limited to, inspection certificates of local building authorities, Certificate of Substantial Completion, Certificate of Final Completion, Occupancy Permit, shop drawings, as-built drawings, operations and maintenance manuals, warranties, guarantees and any and all documentation as required by the contract documents and the City.

8.8.3 The Owner's Project Manager shall assist the Owner in completing the written evaluation of the Designer(s) pursuant to G. L. c. 7, § 38E, and prepare, sign and provide to the Owner for its signature the written evaluation of the Contractor(s) or CM at Risk, and subcontractors in accordance with the provisions of G.L. c. 149, § 44D.

ARTICLE 9: EXTRA SERVICES

9.1 General

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

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

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

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

ARTICLE 10: RESERVED

ARTICLE 11: RELEASE AND DISCHARGE

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

ARTICLE 12: ASSIGNMENT, SUSPENSION, TERMINATION

12.1 Assignment

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

12.2 Suspension

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

12.3 Termination

12.3.1 Termination for Cause. If either party fails to fulfill in a timely and proper manner its obligations under this Contract for any cause, or if either party violates any of the terms, covenants and conditions of this Contract, then the offended party shall have the right to terminate this Agreement by giving written notice to the breaching party of such termination and specifying the effective date thereof, said written notice to be given at least thirty (30) days before the effective date of such termination. In such event, all records, documents, assets, property and equipment, of any nature whatsoever, or wheresoever situated, prepared, or purchased by the Owner's Project Manager with

federal, state or Owner funds under this Contract shall, at the option of the Owner, become its property.

Notwithstanding the above, the Owner's Project Manager shall not be relieved of liability to the Owner for damages sustained by the Owner for personal injury, property damage or otherwise by virtue of any termination of the Agreement, and the Owner may withhold any payments to the Owner's Project Manager for the purpose of set off until such time as the exact amount of damages to the Owner from the Owner's Project Manager is determined.

12.3.2 Termination for Convenience of the Owner. The Owner may terminate this Contract at any time by giving not less than thirty (30) day notice in writing to the Owner's Project Manager. In such event, all records, documents, assets, property and equipment, of any nature whatsoever, or wheresoever situated, prepared, or purchased by the Owner's Project Manager with federal, state or Owner funds under this Contract shall, at the option of the Owner, become its property.

Notwithstanding the above, the Owner's Project Manager shall not be relieved of liability to the Owner for damages sustained by the Owner for personal injury, property damage or otherwise by virtue of any termination of this Contract, and the Owner may withhold any payments to the Owner's Project Manager for the purpose of set off until such time as the exact amount of damages sustained by the Owner is determined.

12.3.3 Termination Expenses. In the event of any termination of this Contract, the Owner's Project Manager shall be paid in accordance with the appropriate invoicing procedure defined herein, for all authorized services performed to the termination date. No other termination expenses shall be allowed.

ARTICLE 13: NOTICES

13.1 Any notice required to be given by the Owner to the Owner's Project Manager, or by the Owner's Project Manager to the Owner, shall be deemed to have been so given, whether or not received, if mailed by certified or overnight delivery by U.S. Express Mail or Federal Express, to the Owner's Project Manager or the Owner, as applicable, at the addresses indicated on page one of this Contract.

ARTICLE 14: INDEMNIFICATION OF OWNER AND AUTHORITY

14.1 For claims arising out of or relating to negligent errors and omissions in the performance of professional services rendered by the Owner's Project Manager, to the fullest extent permitted by law, the Owner's Project Manager shall indemnify and hold harmless the Owner and its officers, officials and employees from and against all third party claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner to the extent caused by the negligence of the Owner's Project Manager, its Subconsultants, its officers, or any person employed by the Owner's Project Manager, or any

consultant for whom the Owner's Project Manager is responsible under this Agreement.

For all other claims, to the fullest extent permitted by law, Owner's Project Manager shall defend, indemnify and hold harmless the Owner and its officers, officials and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever brought by a third party because of any injury (including death) or damage received or sustained by any person, persons or property arising out of, or resulting from the Owner's Project Manager's breach of any provision of this Agreement or any asserted negligent act, error or omission of the Owner's Project Manager, its Subconsultants, officers, employees, consultants or other person for whom the Owner's Project Manager is responsible under this Contract.

The Indemnifications required hereunder shall not be limited by reason of the specification of any particular insurance coverage under this Agreement. Further, the Owner's Project Manager's obligations hereunder shall not terminate with the expiration or termination of this Agreement, but shall survive it.

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

ARTICLE 15: INSURANCE

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

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

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

services of the Owner's Project Manager under this Contract.

15.4 Termination, cancellation, or material modification of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to the Owner at least thirty (30) days prior to the effective date thereof, which shall be expressed in said notice.

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

15.6 The Owner's Project Manager or its Subconsultant, as the case may be, is responsible for the payment of any and all deductibles under all of the insurance required by this Contract. The Owner shall be responsible for the payment of deductibles, self-insured retentions or any portion thereof.

15.7 The Owner's Project Manager shall purchase and maintain in force at all times during the term of this Contract, occurrence basis insurance coverage pertaining to commercial liability, property damage and motor vehicle in at least the following amounts:

- a. Commercial General Liability - \$1,000,000 per occurrence/\$2,000,000 aggregate;
- b. Excess/Umbrella Liability - \$2,000,000; and
- c. Automobile Liability/Combined Single Limit - \$1,000,000
(all owned, scheduled, hired, and non-owned autos).

The Owner's Project Manager shall also obtain professional liability insurance covering the negligent acts, errors and omissions of the Owner's Project Manager, and of any person or business entity for whose performance the Owner's Project Manager is legally liable arising out of the performance of this Contract. The amount of this coverage shall equal to the greater of one million dollars (\$1,000,000) or ten percent (10%) of the Project's estimated cost of construction for the applicable period of limitations. If the coverage is on a "claims made" basis (rather than occurrence basis), the Owner's Project Manager shall obtain from its insurer a six year extending reporting coverage ("tail") policy covering continuing such coverage.

Additionally, the Owner's Project Manager shall obtain and maintain in force at all times during the term of this Agreement Workers Compensation insurance satisfying the Massachusetts statutory requirements. The Owner shall be named as an additional insured on said coverage certificates, except professional liability coverage and workers compensation coverage.

15.8 Liability of the Owner's Project Manager

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

the loss of any work product covered by this Contract.

15.9 Waiver of Subrogation

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

ARTICLE 16: OWNERSHIP OF DOCUMENTS

16.1 Unless provided otherwise by law, ownership and possession of all information, data, reports, studies, designs, drawings, specifications, materials, documents, models, and any other documentation, product or tangible materials authored or prepared, in whole or in part, or purchased, obtained, created by the Owner's Project Manager pursuant to this Contract (collectively, the "Materials"), other than the Owner's Project Manager's administrative communications, records, and files relating to this Contract, shall be the sole property of, and shall vest in, the Owner as "works made for hire" or otherwise. The Owner will own the exclusive rights, worldwide and royalty-free, to and in all Materials prepared and produced by the Owner's Project Manager pursuant to this Contract, including, but not limited to, United States and international patents, copyrights, trade secrets, know-how and any other intellectual property rights, and the Owner shall have the exclusive, unlimited and unrestricted right, worldwide and royalty-free, to publish, reproduce, distribute, transmit and publicly display all Materials prepared by the Owner's Project Manager. At the completion or termination of the Owner's Project Manager's services, all original Materials shall be promptly turned over to the Owner.

ARTICLE 17: REGULATORY AND STATUTORY REQUIREMENTS

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

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

17.1.2 The Contract price and any additions to the Contract may be adjusted within one (1) year of completion, or such greater time as may be provided by applicable law, of

the Contract to exclude any significant amounts if the Owner determines that the fee was increased by such amounts due to inaccurate, incomplete or non-current wage rates or other costs.

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

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

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

17.5 Equal Opportunity: The Owner's Project Manager shall not discriminate in employment against any person on the basis of race, color, religion, national origin, sex, sexual orientation, age, ancestry, disability, marital status, veteran status, membership in the armed forces, presence of children, or political beliefs and shall take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to their race, color, religion, sex, age or national origin. The Owner's Project Manager shall comply with all provisions of Title VI of the Civil Rights Act of 1964 and G.L. c. 151B.

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

natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

17.7 Governing Law: This Contract shall be governed by the laws of the Commonwealth of Massachusetts. The Parties agree to the personal jurisdiction of any federal or state court located in Worcester County, Massachusetts and waive any objection based on forum non conveniens with respect to any action arising out of or relating to this Contract.

17.8 The Owner's Project Manager shall maintain records with respect to all matters covered by this Agreement for a period of six (6) years after receipt of the final payment under this Contract.

17.9 At any time during business hours and as often as the Owner may deem necessary, the Owner's Project Manager shall make available to the Owner or its representatives for examination all non-confidential records with respect to all matters covered by this Contract and shall permit the Owner or its representatives to audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

17.10 In the performance of this Contract, each party shall comply with all applicable federal, state and local laws, rules, ordinances and regulations, as well as all administrative and judicial positions known to it, except for such period as it may in good faith be contesting the validity or application thereof.

17.11 If any provision of this Contract is held invalid by any court or body of competent jurisdiction, the remainder of this Contract shall remain in full force and effect.

17.12 This Contract may be amended or modified only by written instrument duly executed by the parties.

17.13 This Contract contains the entire understanding of the parties and supersedes all prior agreements, representations, proposals and undertakings of the parties.

[remainder of page intentionally blank/signature page to follow]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Contract to be executed as a sealed instrument by their duly authorized representatives the day and year first above written.

RECOMMENDED FOR APPROVAL:


Thomas F. Zidelis
Chief Financial Officer

ARCADIS U.S., INC:


By: Sean Sweeney
Title: Vice President


Christopher J. Gagliastro, DSB Chairman
Purchasing Director

APPROVED AS TO FORM:

 1/22/20
Karen A. Meyer
Assistant City Solicitor

CITY OF WORCESTER


Edward M. Augustus, Jr
City Manager

I certify that an appropriation of funds in the amount
of this Agreement is contained in Account # 75C702
75C504


Robert V. Stearns
City Auditor

Attachment A

The Owner's Project Manager shall be paid by the Owner for all professional services authorized and rendered pursuant to this Contract in the not to exceed amount of One Million Three Hundred Thousand Six Hundred and Twenty-two Dollars (1,300,622.00). The Owner's prior written Approval is required for the Owner's Project Manager to proceed to the next Phase or approving the scope and payment for Extra Services by written amendment, fully executed by the Parties.

The proportion of the lump sum amount set forth above shall be allocated to each Phase, as follows:

<u>Phase</u>	<u>Amount</u>
1. Schematic Design	\$ 130,062.00
2. CM at Risk Prequalification and Selection	\$ 130,062.00
3. Design Development	\$ 195,094.00
4. Construction Documents	\$ 130,062.00
5. Bidding Phase	\$ 130,062.00
6. Construction Phase	\$ 520,249.00
7. Completion Phase	\$ 65,031.00
TOTAL	<u>\$1,300,622.00</u>

PROJECT SCHEDULE

<u>Phase</u>	<u>Completion Date</u>
1. Schematic Design	Feb. 2020 / Nov. 2020
2. CM at Risk Prequalification and Selection	Mar. 2020 / Jan. 2021
3. Design Development	May 2020 / Mar. 2021
4. Construction Documents	Jun. 2020 / Apr. 2021
5. Bidding Phase	Jul. 2020 / May 2021
6. Construction Phase	Jul. 2020 / Jun. 2021
7. Completion Phase	Oct. 2020 / Oct 2021 & Jul. 2022

**Attachment B
Subconsultants**

Owner's Property Manager is authorized to retain the following subconsultants for this Project.

Name of Person/Firm

Andrea Jones/Coast & Harbor Associates, Incorporated

James Stetson/City Point Partners, LLC

Attachment C

In addition to the services set forth in Article 8 of the Contract the Owner's Project Manager shall furnish the services set forth in the City's RFP, including but not limited to the services set forth below.

Project Description, Objectives and Scope of Services

The selected OPM will coordinate all aspects of the construction of the \$25M worth of facility improvements throughout the facility. A list of probable projects is attached as Exhibit A. The OPM will be responsible for overseeing the project budget and schedule and coordinating the input and designs created by the Architect, Populous.

In addition to project administration, the OPM will be required to perform the following in coordination with the Owner:

- Participate in CM selection
- Provide an independent cost estimate at the end of the schematic and design development phase and provide the necessary reconciliation of the budget based on this independent estimate, the Designer's estimate and the CM estimate
- Ensure that the CM provides ongoing cost estimates at appropriate points based on agreement of the budgets established at previously established benchmarks
- Continually track estimates of construction, soft costs, direct purchase items and other FF&E required
- Participate in design reviews with Populous and coordinate meetings with appropriate government agencies
- Oversee value engineering studies and work with CM to develop alternative solutions for scheduling and budgeting purposes
- Review the life cycle cost of facility operations as it relates to future operational budgets including a reduction in daily operating costs through low maintenance, durable finishes, materials, and construction details; optimal energy efficiency of mechanical, electrical, and plumbing fixtures and equipment; cost/benefit and environmental impact analysis of switching from gas HVAC to electric Heat Pumps
- Provide construction oversight
- Oversee weekly meetings with Populous, Owner, and CM (when contracted) and produce minutes of these meetings
- Provide independent review of critical shop drawings and details as may be required by the Owner
- Work with the Owner to maintain a Proposed Change Order log to include both work within the CM contract and the supporting elements of the project
- Evaluate claims, change orders, and pay applications on behalf of the owner
- Assist the owner in pre-qualifications and procurement of trade contractors
- Oversee commissioning and resolution of punch-list items
- Project closeout

TAX CERTIFICATION

THE MASSACHUSETTS REVENUE ENFORCEMENT AND PROTECTION PROGRAM OF 1983 REQUIRES THAT THE FOLLOWING CERTIFICATION BE SUPPLIED IN ORDER TO CONTRACT WITH THE WORCESTER REDEVELOPMENT AUTHORITY:

DATE: December 9, 2019

Pursuant to Mass. G.L. c. 62C, Section 49A, I certify under the Penalties of Perjury that the below listed corporate entity has, to my best knowledge and belief, filed all Massachusetts State Tax Returns and paid ALL Massachusetts State and city of Worcester Required under Law.

Arcadis US, Inc.

Company Name

630 Plaza Dr. - Suite 200

Street & No

Highlands Ranch

CO

City

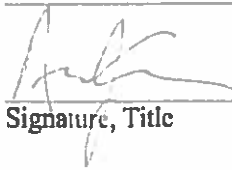
State

303.471.3500

Telephone No.

SOCIAL SECURITY NUMBER (if applicable) OR
FEDERAL IDENTIFICATION NUMBER:

57-0373224



Asst. Treasurer

Signature, Title

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the
Arcadis U.S. Inc held on _____ Directors were present or waived
notice,

(name of corporation) (date)
it was voted that Sean Sweeney, Vice President of this company be and hereby is
(officer and title)

authorized to execute contracts and bonds in the name and behalf of said company, and affix its
Corporate Seal thereto, and such execution of any contract or bond of obligation in this company's
name shall be valid and binding upon this company.

A TRUE COPY, ATTEST:

Christine Connolly
[Signed]

Arcadis U.S. Inc
[Company Name and Address]

I hereby certify that I am the Assistant Secretary of the Arcadis U.S. Inc
(Title) (Name of Corporation)
that Sean Sweeney is the duly elected Vice President
(Name of Officer) (Title)

of said company, and the above vote has not been amended or rescinded and remains in full force
and effect as of the date of this contract.

Signature: Christine Connolly

Name/Title: Assistant Secretary

Date: 12.9.19
(Corporate Seal)



COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

On this 9th day of December 2019, before me the undersigned notary public,
personally appeared Christine Connolly, who proved to me through satisfactory
evidence of identification, which was/were Christine Connolly, to be the person
whose name is signed on the preceding or attached document, and acknowledged to me he/she
signed it voluntarily for its stated purpose.

Jodi A. Mackie
Notary Public
My commission expires:

