MICHAEL DRISCOLL SCHOOL Brookline, Massachusetts

CONSTRUCTION CONTRACT FOR CONSTRUCTION MANAGER AT RISK SERVICES

OWNER - CONSTRUCTION MANAGER AGREEMENT

Awarding Authority: TOWN OF BROOKINE
This agreement ("Contract") is made as of theday of, 2020 by and between the TOWN OF
BROOKLINE, with a principal place of business at Brookline Town Hall, 333 Washington Street
Brookline, MA 02445, represented by Owner's Project Manager, LeftField, LLC, and GILBANE
BUILDING COMPANY, a Construction Manager with a principal place of business at 10 Channel Center
Suite 100, Boston, MA 02210, hereinafter called the "Construction Manager or CM."
The terms used in this Owner - Construction Manager Agreement, which are defined in the Genera
Conditions of the Contract, shall have the meanings designated therein.

Preliminary Statement

- A. Pursuant to M.G.L. c. 149A. which is incorporated herein by reference, the TOWN OF BROOKLINE ("Owner") is undertaking the construction of the MICHAEL DRISCOLL SCHOOL ("the Project").
- B. The Construction Manager shall be liable to Owner for all of the obligations, responsibilities and liabilities of the Construction Manager under this Contract. The form of this Contract shall be a cost-plus not-to-exceed a Guaranteed Maximum Price. Owner as the right to monitor and audit all Project costs to verify that the costs incurred by the CM for work on the Project align with the invoices it submits to Owner under the Contract.
- C. Owner has engaged JONAHAN LEVI ARCHITECTS, LLC (the "Designer") and LEFTFIELD, LLC (the "Owners Project Manager") under separate agreements to provide design and project management services for the Project.

NOW, THEREFORE, in consideration of the mutual agreements and obligations of the parties set forth below, Owner and the Construction Manager do hereby agree as follows:

Article 1. The Work.

- 1.1 <u>The Construction Manager's Responsibilities</u>. The CM shall perform the Work as required by the Contract Documents to construct Michael Driscoll School.
- 1.2 <u>Site</u>. The Site is defined in Article I of the General Conditions.
 - 12.1 <u>Site Inspection</u>. By executing this Agreement, the CM acknowledges that it has visited the Site and has learned as much about the Site as may reasonably learned from such an inspection. No information which would reasonably have been obtained by such a site inspection may serve as the basis for any change order proposal or claim for additional costs and/or additional time.
 - Site Conditions. Information about soil and other subsurface conditions at the Site are provided in Specifications of the Request for Proposals of this Agreement. Neither Owner nor the Designer represents that such information is complete, accurate, or an approximate indication of subsurface conditions. No change order proposal or claim for additional costs and/or additional time resulting from the CM's reliance on such information shall be allowed except as expressly provided in the Contract Documents.
 - 123 <u>Site Testing By CM</u>. Prior to the commencement of the deep and/or shallow foundation portions of the Work, the CM, if directed by the Owner or if the CM elects at his own discretion, shall conduct further testing of the subsurface conditions at the Site. If such testing is performed at the direction of the Owner, or to the extent that the CM demonstrates to the Owner that further testing as proposed by the CM is likely to significantly reduce differing site condition and other costs for which the Owner may be responsible under the Contract and the Owner approves such testing, the costs of such testing shall be paid by the Owner.

Article 2. The Contract Documents.

- 21 <u>Contract Documents</u>. The following documents form the Contract, are (or will be by Contract Amendment) incorporated by reference herein, and are referred to as the "Contract Documents:"
 - The Request for Proposals for Construction Management Services for the Michael Driscoll School
 - The Construction Manager's Proposal
 - The Owner Construction Manager Agreement including amendments and negotiated terms
 - The General Conditions of the Contract
 - The Supplemental General Conditions of the Contract (Division 1)
 - The Plans and Specifications prepared by the Designer, including Addenda
 - All Approved Change Orders/Contract Modifications issued after execution of this Owner Construction Manager Agreement

Article 3. Relationship of the Parties.

- 3.1 CM's Obligation. The CM accepts the relationship of trust and confidence between Owner and the CM established by this Agreement and covenants with Owner to cooperate at all times with Owner, the Designer and any other consultants or project representatives engaged or employed by Owner, and to utilize the CM's best skill, efforts and judgment in furthering the interests of Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and, consistent with the requirements of the Contract Documents, to perform the Work in the best way and most expeditious and economical manner consistent with the interests of Owner and to make every effort to achieve time savings and construction efficiencies without compromising any safety with respect to the Work. The CM, in performing its services under this Agreement, is an independent contractor and is not an agent or employee of, or a joint venturer with, Owner. The CM shall endeavor to promote harmony and cooperation among Owner, the Designer, the CM, Subcontractors, separate contractors and other persons or entities engaged by Owner or otherwise employed in connection with the Project, as well as other public agencies having jurisdiction with respect to the Project. Owner agrees to use its best efforts to enable the CM to perform the Work in an expeditious manner by furnishing on a timely basis information required by the CM and making payments to the CM in accordance with the requirements of the Contract Documents.
- 32 <u>Standard of Performance</u>. The CM represents that it is experienced and skilled in construction of projects of the type, magnitude and complexity described in the Contract Documents, that it is familiar with the special problems and requirements of construction of the type required for the Project and in the location of the Site, and that it will furnish a complete and fully operable Project as indicated by and reasonably inferable from the Contract Documents.

Article 4. Contract Time.

- 4.1 <u>Commencement Date</u>. The CM shall begin pre-construction and construction phase services pursuant to the terms and conditions included in written Notices to Proceed ("NTP") issued by Owner.
 - 4.1.1 <u>Pre-Construction Services</u>. The NTP for Pre-Construction services shall be issued within a reasonable time following execution of the Contract.
 - 4.1.2 <u>Construction Services</u>. The NTP for construction services shall be issued within a reasonable time following the execution of the GMP Amendment as defined in Paragraph 6.7.2, provided that, in Owner's discretion, it may elect to issue such NTP prior to the execution of the GMP Amendment. If the NTP is issued prior to the execution of the GMP Amendment, Owner may, in its discretion, limit the scope of the NTP in whatever manner it deems appropriate until the execution of the GMP Amendment, at which time, such limitations, if any, shall be rescinded.
- 4.2 <u>Substantial and Final Completion</u>. The Contract Time commences immediately from the date a written Notice to Proceed for Construction of the Project is issued to the CM. Enabling/Early

Bid Package may begin on or about November 2020. The CM is to achieve Substantial Completion of the School Building by November 4, 2022, but no later than May 31, 2023 and the Abatement, Demolition, Site Work and Improvements, by start of School in August 2024, subject to any adjustments in the Contract Time approved by Owner in accordance with the Contract Documents (the "Substantial Completion Date"). The CM shall all outstanding contract requirements, Final Completion of the Work, no later than December 2024, subject to adjustments of the Contract Time approved by Owner in accordance with the Contract Documents (the "Final Completion Date").

4.3 <u>Time is of the Essence.</u> The CM acknowledges that time is of the essence of this agreement with respect to Substantial Completion of the Work, Final Completion of the Work, any other milestones for completion of portions of construction, times for submitting proposals for contract modifications, and other times set forth in the Contract Documents are essential conditions of this Agreement.

4.4 Liquidated Damages.

- 4.4.1 If the CM shall neglect, fail or refuse to achieve Substantial Completion of the Work within the Contract Time, as adjusted in accordance with the provisions of the Contract Documents, the CM and the CM's surety agree, as a part of the consideration for the execution of this Contract by Owner, to pay Owner the amounts set forth in this Subsection 4.4.1 below, not as a penalty, but as liquidated damages to cover certain losses, expenses and damages of Owner for such breach of contract as herein set forth. The CM acknowledges that delay in Substantial Completion of the Project will cause disruption of Owner's operations and those of the Town of Brookline Public Schools. Such disruptions include without limitation, loss of productivity and efficiency and duplication of effort of the Owner and of employees and contractors engaged by the Owner for operation of the completed facility. Owner will incur other direct administrative, professional, rental, storage, moving, transportation and other costs in the event of such delay. Delay in Substantial Completion will also require Owner to incur additional costs for compensation to the Designer and other consultants or contractors for extended or additional work on the Project. In light of the costs, damages, losses, risks and liabilities described above, the parties have agreed upon the liquidated damages stated below. Such damages have been fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages Owner would in such event sustain, and said amounts may be retained by Owner on or after the scheduled date of Substantial Completion from current progress payments or any other amounts owing to the CM. The agreed liquidated damages amounts are \$3,000 per day for each calendar day of delay in achieving Substantial Completion.
- 4.4.2 Except as otherwise expressly provided, none of the following shall constitute a waiver of the CM's or its surety's obligations to pay liquidated damages or any portion thereof:
 - (a) Acceptance of any portion of the Work or payment to the CM or its surety therefore;
 - (b) Completion of a portion of the Work or the use or occupancy thereof by Owner or others;
 - (c) Owner's requiring or allowing the CM or its surety to complete the Work.

4.4.3 <u>Substantial Completion</u>. As used in this Article, the term Substantial Completion shall mean Substantial Completion as defined in the General Conditions of the Contract.

Article 5. Construction Manager's Services.

- 5.1 <u>Pre-Construction Services</u>. Commencing upon the date of this Agreement, unless otherwise directed in a notice to proceed issued by Owner, the CM shall perform pre-construction services as provided in this Article and elsewhere in the Contract Documents.
 - Construction Planning. The CM shall attend regular Project meetings with Owner and the Designer. If requested by Owner, the CM shall schedule and lead such meetings and keep minutes of such meetings. The CM shall consult with Owner and the Designer concerning planning for construction of the Project. The CM shall make recommendations as to the purchase and assist in expediting the procurement of long lead items, which are required for the Project to ensure their delivery by the required dates. The CM shall review and, if appropriate, make recommendations with respect to the phasing of the Work, and shall otherwise advise and assist Owner and the Designer with respect to the division of the Work to facilitate the development of bid and proposal packages, bidding and awarding of subcontracts, allowing for scheduled sequential bid and proposal packages and taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities.
- 52 <u>Pre-Construction and Construction Services.</u> The CM shall perform its pre-construction and construction services, responsibilities and obligations concurrently as necessary during the term of this Agreement as directed by Owner.
 - Design Review. The CM shall review, on a continuous basis, development of the Drawings, 52.1 Specifications and other design documents produced by the Designer. Review of the documents is in an effort to discover inconsistencies, errors and omissions between and within design disciplines, understanding the CM is not a design Professional and is doing so in its capacity as a construction manager- The CM shall consult with Owner and the Designer regarding the selection of materials, building systems and equipment, and shall recommend alternative solutions whenever design details affect construction feasibility, schedules, cost or quality (without, however, assuming the Designer's responsibility for design) and shall provide other value engineering services to Owner. Without limitation, the CM shall review the design documents for clarity, consistency, constructability, maintainability/operability and coordination among the trades, coordination between the specifications and drawings, compliance with M.G.L. c.149A for procurement, installation and construction, and sequence of construction, including recommendations designed to minimize adverse effects of labor or material shortages. The CM reviews shall be performed by the project team members as approved by Owner. The reviews shall be provided in writing with detailed notations on the drawings and specifications and coordinated with a detailed spreadsheet of the notations and recommended solutions in order to track the issues to final resolution. The CM shall attend meetings as necessary with the Designer and Owner in order to discuss and resolve all issues. Notwithstanding anything contained herein to the contrary, it is expressly understood that the

CM is not assuming any design responsibility or design liability in connection with the services provided under this Section 5.2.1 or elsewhere in the Agreement. The CM shall provide a Building Information Modeling (BIM) Coordinator to perform a BIM clash detection on exports of the Architectural, Structural, and MEP models with reports to review with Design Team.

Master Development Schedule. The CM shall assist Owner to meet any scheduling responsibilities assigned by Owner. The CM shall also coordinate and integrate its Project schedules with the services and activities of Owner and other parties. The requirements provided herein are in addition to and not in limitation of the CM's obligation to prepare and maintain the Baseline Critical Path Method (CPM) Schedule and other schedules as provided in the Contract Documents.

523 <u>Cost Estimates</u>.

- (a.) The CM shall prepare for the review of the Designer and approval of Owner at least four fully detailed estimates of the Construction Cost of the Project: one estimate based on the 50% Design Development documents, one at 100% Design Development Phase, one at 60% Construction Documents and one at 90% Construction Documents during the Construction Documents Phase. Each detailed estimate must be submitted with supporting data including but not limited to unit costs of all materials, equipment and labor hours required to complete the work of all sections of the specification. As used herein, "Construction Cost" shall mean the total cost or, to the extent the Project is not completed, the total estimated cost of constructing the Project, including the Hard Cost of the Work, the General Conditions Payment, and the CM Fee. The Construction Cost does not include costs of land acquisition, financing costs, or design fees. The CM shall provide value engineering analysis and recommendations during design and construction as directed and in order to meet the requirements of the project budget.
- (b.) Owner may, but shall not be required to, arrange for periodic estimates of Construction Cost to be performed by other consultants or staff of Owner. The CM shall work in good faith and in cooperation and coordination with the Designer, and any other consultants or staff of Owner involved in preparing estimates of Construction Cost, in order to reconcile any differences between cost estimates prepared by the CM and such parties, to clarify assumptions upon which cost estimates are based, and otherwise to address any concerns or questions with respect to such cost estimates raised by the Designer, Owner or such other consultants. If in any case the agreed-upon, reconciled estimate of Construction Cost exceeds the Construction Budget established by Owner, the CM shall advise and cooperate with Owner and the Designer in identifying, specifying and recommending changes in, or additional specification of materials, equipment, component systems and types of construction, or other adjustments in the scope or quality of the Project (collectively, "Cost Reduction Alternatives"), including contingencies or alternative bid items, so as to facilitate revision of the design of the Project to reduce the Construction Cost so as to comply with the Construction Budget. Implementation of any Cost Reduction Alternative shall be subject to the approval of Owner, and Owner shall have the right, in its sole discretion, to choose which of the Cost Reduction Alternatives developed by the parties shall be implemented, provided, however, that the Designer

- shall not be required to incorporate Cost Reduction Alternatives into the design of the Project if doing so would result in a violation of Applicable Laws.
- (c.) The process and responsibilities of the CM described in this Section 5 shall also apply to any separate cost limits within the Construction Budget that have been established by Owner for certain phases, components or elements of the Work.
- 524 Permits and Approvals. Consistent with the General Conditions, the CM shall assist Owner and the Designer in identifying all governmental permits, user fees, approvals and licenses of any kind which must be obtained and be met in connection with the construction, use and occupancy of the Project ("Permits and Approvals"). The CM shall be responsible for obtaining all Permits, user fees and Approvals. The CM shall perform the Work in accordance with all conditions, mitigation measures and other requirements of all Permits and Approvals. The CM shall obtain and pay for all permits, inspections and certificates of occupancy for the Project. All applications, requests, appeals, filings and other documents, materials and information prepared by the CM to be submitted to governmental authorities in connection with the Permits and Approvals shall be subject to the prior approval of Owner, and shall be delivered to Owner sufficiently in advance of the time of their proposed filing or submission so as to permit a reasonable period for the review and comment of Owner and its consultants. If requested by Owner at any time, any such documents or materials to be used in connection with the Permits and Approvals may be prepared by Owner or other persons designated by Owner, and Owner or other persons designated by Owner may appear on behalf of Owner at any hearing, presentation or conference. In addition, the CM shall promptly complete and provide such other documentation as may be required by Owner, other agencies of the Commonwealth of Massachusetts or such other parties as Owner may indicate, provided that if the CM believes in any instance that compliance with such requirement materially modifies, enlarges or abridges the CM's duties, obligations or rights under the Contract Documents, the CM may submit a proposal for an increase in the Contract Price and/or the Contract Time in accordance with the applicable provisions of the Contract Documents.
- Monthly Progress Reports. On the 1st (1st) day of each month, or on such other day established by Owner, the CM shall submit to Owner the documents listed in this paragraph for the preceding month, in form and substance acceptable to Owner, containing, without limitation, the following information:
 - (a) Project status overview including, without limitation, the following:
 - (i) Progress report by division of work or area;
 - (ii) Quality control/quality assurance report;
 - (iii) Safety and loss control report;
 - (iv) MBE/WBE and workforce participation status;
 - (b) Procurement status report, including, without limitation, a status of MBE/WBE participation;
 - (c) Project schedule update including, without limitation, a Summary Schedule (progress bar chart) from the CPM;
 - (d) Project cost update, including, without limitation, the following:
 - (i) Cost summary;

- (ii) Cash flow update;
- (iii) List of outstanding Change Orders and Change Directives;
- (iv) List of potential changes and outstanding Change Proposal requests and CM Change Requests; and
- (e) Such other reports, logs or documents as Owner may reasonably require for the management of the Project.
- Executive Summary Progress Report. On the first (1st) day of each month, or such other day established by Owner, the CM shall submit to Owner an Executive Summary Progress Report in form and content satisfactory to Owner. Such Report shall include but not be limited to a summary of the important information from the submittals listed in Paragraph 5.2.5 and a discussion of the important issues facing the Project as of the date of the Report's submittal.
- 52.7 <u>Subcontracts</u>. Unless otherwise specifically approved by Owner, all Work shall be performed by the CM pursuant to Subcontracts awarded by the CM in accordance with the General Conditions of the Contract, Appendix D: Procedures for Award of Subcontracts.
 - (a) The CM shall consult with Owner with respect to proposed bidding and proposal forms and procedures for all subcontracts. The CM understands and agrees that Owner may participate in negotiations with Subcontractors and that Owner and its representatives shall have access to any documents submitted by all Trade Contractors and Other Subcontractors to the CM, for review as to compliance with bidding and proposal procedures and other requirements of the Contract Documents. No Subcontract or other agreement between the CM and any third party for the furnishing or supply of any labor, materials or equipment in the performance of the Work shall be entered into without Owner's prior written approval. Owner shall respond promptly to any request for approval of a Subcontract. Standard forms of subcontract agreement for all Trade Contractors and Other Subcontractors are attached as Appendix F to the General Conditions of the Contract. No material revisions shall be made to any such Subcontract or other agreement approved by Owner without the prior approval of Owner. Copies of all executed Subcontracts shall be provided to Owner promptly.
 - (b) Purchases from Affiliated Entities. Except in the event of an emergency as provided herein, neither the CM nor any Subcontractor shall enter into any subcontract, contract, agreement, purchase order, or other arrangement (collectively, an "Arrangement") for the performance of any portion of the Work or the furnishing of any materials, services or equipment in connection therewith with any party or entity if such party or entity is an Affiliated Entity (as defined below), unless such Arrangement has been approved by Owner, after full disclosure in writing by the CM and Subcontractor, if applicable, to Owner of such affiliation and all details relating to the proposed Arrangement. The term "Affiliated Entity" means any entity related to or affiliated with the CM and/or any Subcontractor, as applicable, or with respect to which the CM and/or any Subcontractor, as applicable, has direct or indirect ownership or control, including, without limitation, any entity owned in whole or in part by the CM and/or any Subcontractor, as applicable; any holder of the issued and outstanding shares of, or the

holder of any interest in, the CM and/or Subcontractor, as applicable; any entity in which any officer, director, employee, partner or shareholder (or member of the family of any of the foregoing persons) of the CM and/or any Subcontractor, as applicable, has a direct or indirect interest which interest includes, but is not limited to, that of a partner, employee, agent or shareholder.

- Risk Management. The CM shall prepare and maintain a plan for identifying, assessing, and mitigating risks that may impact the Project budget, schedule, or otherwise impede the ability of the CM to perform its obligations hereunder, throughout the life cycle of the Project. Within 30 days of the Effective Date of the Contract (unless a different period is Approved by Owner), the CM shall prepare a risk matrix in a form acceptable to Owner that sets forth a quantitative and qualitative analysis of Project risks, including but not limited to, the probability and impact of occurrence. If applicable, the CM shall incorporate any comments provided by Owner. Upon Approval of the form of risk matrix, the CM shall submit updates to the risk matrix to Owner on a quarterly basis throughout the Project.
- 53 <u>Construction Services</u>. Commencing upon the date of the Notice to Proceed with Construction, unless otherwise directed by Owner, the CM shall perform Construction Services as provided in these paragraphs and elsewhere in the Contract Documents.
 - 53.1 Construction Cost Monitoring. The CM shall provide a system of Project cost monitoring and reporting and shall develop cash flow reports and forecasts in such format as approved by Owner to coordinate with the cost loaded CPM. The CM shall identify variances between actual costs and its estimated costs and shall immediately advise Owner whenever projected costs exceed previous reports. Such reports and other information shall be included in the Monthly Progress Reports to be submitted to Owner.
 - 532 Quality Assurance/Quality Control. The CM shall prepare and submit to Owner for its approval a Quality Assurance/Quality Control program. Such program shall provide that the CM shall be responsible for insuring that adequate quality assurance and quality control programs are developed, implemented and enforced by the CM's staff and all Subcontractors, including an experienced full-time quality manager, employed by the CM, whose sole responsibility shall be quality assurance and quality control and shall be stationed at the Project Site and who shall be responsible for reviewing and coordinating the quality control activities of all Subcontractors and monitoring the implementation and enforcement thereof in connection with all aspects of the Work. The Quality Manager shall report to Owner and its representatives on a weekly basis the status of the program for each trade, and any deficiencies, and a recommended plan for corrective action. The CM's BIM coordinator shall organize and manage a BIM coordination process with Subcontractors, developing a separate BIM Construction Model for the Architectural, Structural, Mechanical, Electrical, Plumbing, Fire Protection, and Communication trades. The BIM coordinator shall work with a specialized MEP coordinator during the coordination process. This shall include:
 - (a) Preparation of Clash Reports
 - (b) Preparation of Construction Record Model & Documents
 - (c) Three-dimensional Coordination Modeling and Documents

- 533 Prevailing Wage. Work under this project is subject to the prevailing wage laws M.G.L.
 c. 149, s.26-27 H. The Schedule for Prevailing Wages will be provided at the mid-point of the Design Development Phase for use for the work of early packages.
- 534 <u>Criminal Offender Record Information Check.</u> All employees and/or prospective employees of the CM, Trade Contractors and Subcontractors working on this project may be subject to a CORI (Criminal Offender Record Information) and a SORI (Sex Offender Registry Information) check pursuant to chapter 6 of the Massachusetts General Laws.
- 535 <u>CM Responsibility for Managing Construction.</u> The CM shall be responsible for managing, coordinating, and supervising all aspects of the Work as described in this Agreement, the General Conditions, and all other Contract Documents.
- Conditions Where CM May Perform Work. The CM may submit its qualifications to bid on trade contract or subcontract work in accordance with the provisions of the Trade Contractor Section Process set forth in the General Condition; provided that the CM firm customarily performs the work for which it submits qualifications; provided further, that the CM firm must perform the work with employees on its own payroll; and provided further, that the CM firm meets all the requirements of the selection process. The CM firm may also self-perform work included in the Supplementary General Conditions (also known as "Division 1") made necessary by an emergency to protect life or to prevent serious property damage pursuant to an advance written approval by Owner where possible. Where advance written approval is not possible due to an extreme emergency, written approval must be obtained from Owner as soon as possible after work begins to alleviate the emergency.

5.4 General Requirements for Pre-Construction and Construction Services

- 5.4.1 Design Related. The recommendations and advice of the CM concerning design modifications or alternatives shall be subject to the review and approval of Owner. If the CM recognizes or discovers that any portion of the Drawings and Specifications is at variance with Applicable Laws, the CM shall promptly notify the Designer and Owner in writing, and if the CM fails to promptly so notify the Designer and Owner, having recognized or discovered such variance, the CM shall be liable for an equitable portion of any loss, cost or damage sustained by Owner on account of such variance. By providing such notice, it is understood that the CM does not assume any obligations or responsibilities for the design of the Project, which obligations shall remain with the Architect.
- CM's Organization and Staff. The CM shall establish an organization and lines of communication required to carry out the requirements of this Agreement in order to organize and direct the complete construction of the Project. A listing of the CM's key staff is set forth as Exhibit GC attached hereto and incorporated herein. Exhibit GC shall incorporate information provided by the CM in their proposal Forms B, C and D as modified by any negotiations. Proposed staffing provided in Form D shall be reviewed as part of the negotiations for the GMP. All key staff shall be available for and actively participate in the performance of the services provided under the Contract Documents unless such failure is for good cause beyond the control of the CM. No substitution of any assigned and approved key staff shall be made by the CM without the prior written consent of Owner in its sole discretion.

Before any such substitution is made, the CM shall submit to Owner the ualifications of any proposed replacement. The removal or replacement, without Owner's consent, of any of the key staff listed in Exhibit GC, other than as a result of retirement, disability, death or bona fide termination of employment, shall constitute a material breach of this Agreement and Owner reserves the right to terminate the contract and assess damages. Within thirty (30) days after execution of this Agreement, the CM shall furnish to Owner a detailed organizational chart (the "Organizational Chart") for approval by Owner. Such chart shall reflect the same persons as set forth in the Proposal unless otherwise approved by Owner. The Organization Chart shall expand upon and update the General Conditions Cost Administrative Breakdown set forth in **Exhibit GC**, and shall identify each staff position, the anticipated start date and end date for each identified staff person and the estimated personnel cost on account of each such staff person. Upon approval by Owner, which approval shall not be unreasonably withheld, the Organizational Chart shall supersede and replace the General Conditions Cost Administrative Breakdown set forth on Exhibit GC. The CM's management and field supervisory staffing shall be in accordance with the approved Organizational Chart. All modifications to the Organizational Chart after initial approval by Owner must be approved by Owner, such approval not to be unreasonably withheld. Owner may require replacement of any member of the CM's staff with or without cause, and may require increased levels of staffing by the CM, at no increase in the Contract Price, if necessary to achieve proper production, management, administration or superintendence, or if otherwise necessary to maintain progress in accordance with the Project Schedule. By executing this Agreement, the CM certifies that the CM and each member of its key staff comply with all licensing, registration and other requirements applicable to the CM and the performance of its services hereunder pursuant to Applicable Laws. Furthermore, Owner shall have the right to require the CM and any Subcontractor to replace any on-site personnel who it reasonably finds objectionable, with other personnel approved by Owner.

Article 6. Contract Price

6.1 Contract Price.

- 6.1.1 Owner shall pay to the CM in current funds for the CM's proper performance of the Contract and completion of the Work, the "Contract Price" consisting of the General Conditions Payment, as defined in Section 6.2, the Hard Cost of the Work, as defined in Article 7, and the CM Fee as defined in Section 6.3. The total payments to the CM (the Contract Price) shall not exceed the Guaranteed Maximum Price agreed to by the Parties, subject to authorized additions and deductions as provided in the Contract Documents
- 6.1.2 For Change Orders or Contract Modifications authorized by Owner pursuant to the Contract Documents, the Contract Price shall be adjusted as provided in Section 6.4 below and Article VII of the General Conditions and not otherwise. After agreement by Owner and the CM on a guaranteed maximum price for construction of the Work (the "GMP") and execution of the GMP Amendment, as provided in Section 6.7, any increase or decrease in the Contract Price approved by Owner by execution of a Change Order shall increase or decrease the GMP, accordingly.

6.2.1 In consideration of the performance by the CM of the work described in the Contract Documents Owner shall pay to the Construction Manager, as full and complete compensation to the Construction Manager for all General Conditions costs incurred in the performance of such work an amount not to exceed the payment specified in Form B of Exhibit GC ("General Conditions Costs"), subject to Subsection, 6.2.5 below. The total dollar values for Construction General Conditions Costs set forth in Form B of Exhibit GC represent the maximum amount to be paid to the CM for all Pre-Construction and Construction General Conditions Costs. The provisions in the Contract Documents concerning the anticipated schedule for the Project and the durations of the Pre-Construction Period, and Construction Period, are not for the purpose of describing the compensation for General Conditions Costs and do not extend or authorize any extension of the Contract Substantial Completion date and/or the Final Completion date and/or the Final Completion date only as provided in, and subject to the limitations specified in, the Contract Documents.

6.2.2 <u>Intentionally Omitted</u>

- 6.2.3 Construction. During the Construction Period monthly payments to the CM on account of General Conditions Costs shall be made. The amount of the monthly payments shall be determined by applying the percentage of the Hard Cost of the Work approved for payment by Owner to the total amount of the Construction Period General Conditions Costs set forth in Exhibit GC, and deducting from such value any amounts previously paid to the CM on account of Construction Period General Conditions Costs. For each month or partial month during the period from the commencement of the Construction Period, through Final Completion, the CM shall submit a monthly invoice to Owner requesting payment of the Construction Period General Conditions Costs. Payment shall be processed in accordance with the provisions of Article VIII of the General Conditions of the Contract.
- 6.2.4 Either Owner, or the Construction Manager, subject to the approval of Owner, may request that one or more specific items included in General Conditions Costs be included in a Subcontract bid or proposal package or otherwise separately procured. Whether included in a Trade Contractor bid package or Subcontractor proposal or otherwise separately procured, each such item shall be bid as an alternate and, if accepted by Owner, the cost of such item shall be considered part of the Hard Cost of the Work, and the amount of the General Conditions Payment due hereunder shall be reduced by the total cost of such item.
- 6.2.5 If the Construction Manager performs additional work of the type described in Exhibit GC under a Change Order approved by Owner, compensation, if any, due to the Construction Manager shall be computed in accordance with Section 6.4, below, and Article VII of the General Conditions of the Contract; otherwise, Owner shall have no obligation to compensate the Construction Manager on account of the cost of the work for any amounts exceeding the total payments as set forth in Form B in **Exhibit GC**.
- 6.2.6 The General Conditions Costs for payment bond, performance bond and Builders Risk Insurance that appear in Form D, Section D of Exhibit GC shall be adjusted up or down by change order, based on the difference between the GMP and the estimated Project amount carried in Exhibit GC. There will be no CM Fee attributable to any such adjustment.

6.3 <u>Construction Manager's Fee</u>.

- 6.3.1 In further consideration of the performance of the Contract by the CM, Owner shall pay to the CM a fee associated with Pre-Construction Services in the amount of \$180,000.00 as identified on Form B in Exhibit GC (the "Pre-Construction Services Fee") in monthly payments. From the commencement through the end of the Pre-Construction Period, equally divided lump sum payments of \$22,500.00 for the 8 months of Pre-Construction Services, shall be made on a monthly basis. For each month or partial month during the period from the commencement of the Pre-Construction Period through the period when Pre- Construction Services end, the CM shall submit a monthly invoice to Owner requesting payment of the Pre-Construction Services Fee. Payment shall be processed in accordance with Article VIII of the General Conditions of the Contract.
- 6.3.2 <u>Construction</u>. In further consideration of the performance of the Contract by the CM, Owner shall pay to the CM a fee associated with construction services in the amount of \$2,070,000.00 as identified on "Line 2" in Form B of Exhibit GC (the "CM Construction Fee") in monthly payments. The amount of the monthly payments shall be determined by applying the percentage of the Hard Cost of the Work approved for payment by Owner, to the total amount of the CM Construction Fee set forth in Exhibit GC and deducting from such value any amounts previously paid to the CM on account of the CM Construction Fee.
- 6.4 <u>Changes in the Work.</u> Owner may make changes in the Work when Owner considers it to be necessary or desirable, as further provided in Article VII of the General Conditions of the Contract.
- 6.5 Intentionally Omitted.
- 6.6 Retainage. Owner shall retain five percent (5%) from the amount approved for payment in the monthly Applications for Payment, as provided in the General Conditions of the Contract. Such retainage shall be applied with respect to all amounts payable under the Application for Payment, including the Hard Cost of the Work, the CM Fee and the General Conditions Payment. Retainage shall be paid as provided in the General Conditions.

6.7 Guaranteed Maximum Price.

- 6.7.1 On the date agreed upon by Owner and the CM, or, if no such date is agreed upon, on the date established by Owner by written notice to the CM, which date shall be at least 20 days after the date of such written notice, the CM shall submit to Owner a proposed GMP, which shall be the sum of the estimated total Hard Cost of the Work, the Construction Contingency (hereafter defined), total payment for General Conditions Costs, and the CM Fee. The CM shall include with the GMP proposal a written statement of its basis in form and substance satisfactory to Owner, which shall include at least:
 - (a) a list of the Project design documents upon which the GMP proposal is based;
 - (b) N/A;

- (c) a list of any assumptions, qualifications and clarifications made by the CM in the preparation of the GMP proposal to supplement the information contained in the Project design documents;
- (d) a statement that the proposed GMP is based on the Baseline CPM Schedule and the Substantial Completion Date specified in this Agreement;
- (e) the proposed GMP, including a detailed statement of the actual and estimated Hard Cost of the Work organized by CSI (Construction Specification Institute) format with quantities, units, and unit rates, Pre-Construction and Construction General Conditions Costs, Construction Contingency, Pre-Construction and Construction CM Fee and other items that comprise the GMP;
- (f) a schedule of applicable alternate prices;
- (g) a schedule of applicable unit prices; and
- (h) the time limit for acceptance of the GMP proposal (which shall not be less than 90 days).

The CM shall meet with Owner/OPM to review the GMP proposal and the written statement of its basis. In the event that Owner or the Designer discovers any inconsistencies or inaccuracies in the GMP proposal and accompanying information, they shall promptly notify the CM, which shall make appropriate revisions thereto. Owner may elect, in its sole discretion, to accept or not to accept the CM's GMP proposal. The CM understands that any agreement on a GMP shall be subject to approval of Owner. Prior to Owner's acceptance of the CM's GMP proposal, the CM shall not incur any cost to be compensated by Owner except as provided in this Contract or as Owner may specifically authorize in writing. If Owner accepts the CM's GMP proposal, Owner and CM shall execute and deliver within fifteen (15) days after such acceptance an amendment to this Agreement, in form acceptable to Owner and the CM, incorporating the items listed in Subparagraph 6.7.1, above, subject to any modifications agreed upon by the parties (the "GMP Amendment"). The CM shall execute and deliver together with the GMP Amendment, performance and payment (labor and materials) bonds in the form provided by Owner, executed by a surety licensed by the Commonwealth of Massachusetts Division of Insurance. Each such bond shall be in the amount of the GMP. These bonds shall be substituted for the bonds obtained from the CM at the time of signing the contract, which said bonds shall be returned to the CM by Owner. If Owner does not accept the CM's GMP proposal, Owner may elect to solicit bids or proposals for the construction of the Project from other contractors, using any solicitation method or methods chosen by Owner, consistent with Applicable Laws and procedures, or, if Owner determines that it is in its best interest to do so, Owner may enter into negotiations for a contract with one or more of the offerors that submitted proposals in response to the Request for Proposals for this Contract. If Owner does not accept the CM's GMP proposal within the time limit for acceptance specified in the GMP proposal, as it may be extended by agreement of the parties, then this Contract shall terminate upon the completion of the CM's performance of the Work then in progress or upon notice from Owner as provided in the General Conditions.

Article 7. Hard Cost of the Work.

- 7.1 <u>Hard Cost of the Work</u>. The "<u>Hard Cost of the Work</u>" shall mean those costs listed in this Section. Hard Cost of the Work shall not include any item included in the General Conditions Costs.
 - 7.1.1 <u>Subcontract Costs.</u> Payments made by the Construction Manager to any Subcontractor in accordance with the requirements of an approved Subcontract.

7.12 Costs of Materials and Equipment Incorporated in the Completed Construction

- (a) Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction, less all discounts and rebates.
- (b) Costs of materials described herein which are in excess of those actually installed, but which are required to provide reasonable allowance for waste and spoilage. Unused excess materials, if any, shall be delivered to Owner at the completion of the Work or, at Owner's option, shall be sold by the Construction Manager. Amounts realized, if any, from such sales shall be credited to Owner as a deduction from the Hard Cost of the Work.

7.1.3 Intentionally Omitted

7.1.4 Emergencies and Repairs to Damaged or Nonconforming Work.

The following costs, incurred by the Construction Manager shall become a part of the Hard Cost of the Work:

- (a) in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in the General Conditions.
- (b) in repairing damaged Work, provided that such damage did not result from the fault or negligence of the Construction Manager or the Construction Manager's personnel or any Subcontractor, and only to the extent that the cost of such repairs is not recoverable by the Construction Manager from others or the Construction Manager is not compensated therefor by insurance or otherwise.
- (c) in correcting defective or nonconforming Work, provided that such defective or nonconforming Work did not result from the fault or negligence of the Construction Manager or the Construction Manager's personnel or any Subcontractor or material supplier, and only to the extent that the cost of correcting the defective or nonconforming Work is not recoverable by the construction Manager from third parties or the Construction Manager is not compensated by insurance or otherwise.

Any costs incurred by the CM which would otherwise be within the scope of this Subsection but are excluded because such costs result from the fault or negligence of the CM, the CM's personnel, any Subcontractor or any other party for whom the CM is responsible may be charged against the Construction Contingency to the extent permitted by and in accordance

with the provisions of Paragraph 7.2.1, and any such costs incurred after the Construction Contingency has been exhausted shall not be reimbursable as a Hard Cost of the Work.

7.1.5 Miscellaneous Hard Costs

The following costs shall be included in the Hard Cost of the Work:

- (a) Subcontractor Bond premiums
- (b) Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents in accordance with the General Conditions.
- (c) Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by Owner as Hard Costs of the Work.

72 <u>Construction Contingency</u>.

- The term "Construction Contingency" shall mean the line item included by the CM in the GMP and the Schedule of Values that is available to cover the net amount of any additional costs resulting from unforeseen conditions and events not evidenced at the time that the CM awards a Subcontract or the parties execute the GMP Amendment, as applicable, to the extent that such conditions or events do not result in or constitute a change in the Work. Any claim against the construction contingency shall be submitted in accordance with Article VII of the General Conditions. Examples of such unforeseen conditions and events include, but are not limited to, the following:
 - (a) unanticipated cost overruns on the CM's procurement of Subcontracts or other purchases of materials or labor costs, provided that the same are not caused by the fault, negligence, or breach of contract of the CM or any Subcontractor;
 - (b) expediting or acceleration costs required to meet the Baseline CPM Schedule, as long as the same are not made necessary by the fault or negligence of the CM or any Subcontractor; and
 - (c) such other unforeseen events and conditions as may be specified in the Contract Documents as chargeable to the Construction Contingency.

After execution of the GMP Amendment, if the contract price of any subcontract as awarded is less than the amount carried for such subcontract in the GMP breakdown, the Construction Contingency referenced in this section shall be increased by the amount of such savings.

Costs authorized to be paid from the Construction Contingency by Paragraph 7.2.1 shall be paid to the CM as Hard Cost of the Work only if and to the extent reasonably approved by Owner. The Construction Contingency shall be reduced by the net amount of the additional Hard Cost of the Work resulting from the use of the Construction Contingency as authorized by Paragraph 7.2.1. The CM shall not receive any CM Fee in connection with any use of the Construction Contingency.

- 723 <u>Contingency Balance</u>. If, at the time Owner issues the Certificate of Substantial Completion pursuant to Article VI of the General Conditions of the Contract, there is a balance in the Construction Contingency, it shall be retained by Owner.
- Non-Compensable Costs. Neither the Hard Cost of the Work nor the General Conditions Costs shall include any of the items set forth below:
 - (a) Salaries, bonuses and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal offices, or other offices, except the site office for this project.
 - (b) Expenses of the Construction Manager's principal offices, site office or other offices, except the site office for this project (including, without limitation, in-house computer costs, and other costs of doing business, services, and related expenses to maintain such offices).
 - (c) Overhead and general expenses of any kind, including but not limited to office or fabrication shop overhead and drafting and printing costs, except as specifically provided in **Exhibit GC**.
 - (d) The CM's capital expenses, including interest on the CM's capital employed for the Work.
 - (e) Costs of machinery and equipment owned or rented by the CM, except as specifically provided in **Exhibit GC**.
 - (f) Costs incurred due to the fault, negligence or breach of contract of the CM, Subcontractors, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including, but not limited to, death or injury to person or damage to property, the correction of damaged, defective or nonconforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied, unanticipated cost overruns incurred by the CM in the procurement of Subcontracts, materials or labor, and making good damage to property not forming part of the Work, except: (i) to the extent reimbursement is received through the recovery of insurance proceeds, or (ii) to the extent such items may be charged to the Construction Contingency pursuant to Paragraph 7.2.1.
 - (g) Cost for purchase and maintenance of tools, materials, supplies and facilities not consumed during construction or incorporated into the Work, except as specifically provided in **Exhibit GC**.
 - (h) Penalties, fines or costs imposed by governmental authorities in connection with, or resulting from any violation of, or noncompliance with Applicable Laws by the Construction Manager or any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.
 - (i) Any legal fees incurred by the Construction Manager, unless the same are incurred at the written direction, or with the prior written approval, of Owner.
 - (j) Travel or meal expenses and personnel relocation expenses, except as specifically provided in **Exhibit GC**.
 - (k) General Conditions Costs in excess of the total of all General Conditions costs as set forth in Form B in **Exhibit GC**.
 - (l) Any cost incurred by the CM as a result of knowing violation of or failure to comply with this Agreement or the other Contract Documents by the CM.
 - (i) Costs which would cause the GMP to be exceeded.

- (k) Costs incurred by the CM after final payment; provided, however, that to the extent there is Contingency remaining at final payment, such Contingency shall be available to pay costs incurred during the one year period after final payment, but only if Contingency would be available, subject to reasonable approval by Owner, to pay such costs had such costs been incurred prior to final payment.
- Discounts, Rebates, Refunds and Expenses. Cash discounts obtained on payments made by the CM shall accrue to Owner if (a) before making the payments the CM included them in an Application for Payment and received payment therefore from Owner, or (b) Owner has deposited funds with the CM with which to make payments; otherwise, cash discounts shall accrue to the CM. The CM shall notify Owner of the availability of any cash discounts so that Owner may elect to pay or deposit such funds with the CM in order to obtain such cash discount. Such cash discounts and any other trade discounts, rebates, refunds and other amounts received from sales of surplus materials and equipment shall be credited to the Hard Cost of the Work, and the CM shall make provisions so that they can be secured and credited accordingly. Owner anticipates an energy rebate for this Project. CM shall apply for the rebate; however, the full amount of the rebate shall be paid to Owner.

7.5 <u>Accounting Records</u>

- 7.5.1 The Construction Manager shall check all materials, equipment and labor entering into the Work, and shall keep such full and detailed accounts and exercise such controls as may be necessary for proper accounting and financial management under this Agreement. All books and records shall be maintained in accordance with generally accepted accounting principles, consistently applied. Without limitation, the CM shall comply with the requirements set forth in Article XI of the General Conditions. Owner and its authorized representatives shall, upon request by Owner, be afforded copies of, and at all times shall be afforded access to, all of the Construction Manager's records, books, correspondence, instructions, drawings, receipts, invoices, vouchers, memoranda, estimates, budgets, breakdowns, accounting data, bid proposals, cost control information and any other documents and data relating to this Agreement, including data in electronic media or any other media (collectively, "records") and the Construction Manager shall preserve all such records for a period of six years, or for such longer period as may be required by law, after Final Payment. With respect to work performed by the CM's own forces on a lump sum basis, the CM shall only be required to maintain certified payrolls, documentation required by the Supplementary Conditions for Equal Employment Opportunity, Non-Discrimination and Affirmative Action, and such other records as are required by Applicable Laws or the terms of the Contract Documents.
- Without limitation of the foregoing, Owner shall have the right, at any time and from time to time, upon notice to the Construction Manager, to audit the Construction Manager's records in connection with the Work at the Construction Manager's offices. The Construction Manager shall facilitate any such audit by making necessary facilities available to Owner and its accountants or other representatives.

- 753 Subcontractors shall have the same obligations to maintain books and records and to permit audits by the Construction Manager or Owner as are applicable to the Construction Manager under the Contract Documents.
- If any inspection of the Construction Manager's or any Subcontractor's books, records or other documents reveals an overcharge, the Construction Manager shall pay Owner or, at Owner's election, Owner may reimburse itself by taking as a credit against future payments due the Construction Manager, an amount equal to the overcharge. If one or more overcharges is equal to or greater than two hundred thousand dollars (\$200,000) in the aggregate, the CM shall also pay all administrative and auditing expenses up to an aggregate of forty thousand dollars (\$40,000) incurred by Owner in determining the existence and amount of the overcharges. Nothing contained in this provision is intended as a limitation of any other rights or remedies which may be available to Owner and/or the Commonwealth, be they civil or criminal.

Article 8. Payments to Construction Manager.

8.1 Based upon Applications for Payment submitted by the CM, Owner shall make payments to the CM on account of the Contract Price as provided in Article VIII of the General Conditions of the Contract, and elsewhere in the Contract Documents.

Article 9. Equal Employment Opportunity, Nondiscrimination and Affirmative Action

9.1 The CM and all of its Subcontractors shall comply at all times and in all respects with Applicable Laws affecting or regulating employment of persons in connection with the Work, and with the Supplementary Conditions and all other provisions in the Contract Documents relating to Equal Employment Opportunity, Nondiscrimination and Affirmative Action.

Article 10. Miscellaneous Provisions

10.1 Successors and Assigns. Owner and the CM bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither the CM nor any partner of the CM shall assign or transfer the Contract or sublet or subcontract it (other than subcontracting portions of the Work as expressly permitted by and in accordance with the Contract Documents), or otherwise transfer or assign any of its or their rights or obligations under all or any portion of the Contract Documents without the prior written consent of Owner, which consent may be withheld by Owner in its sole discretion, nor shall the CM or any partner of the CM assign any moneys due or to become due to it hereunder, without such prior written consent of Owner. Any assignment of the Contract or any interest therein by the CM or any partner of the CM shall be void, and the assignee in such case shall acquire no rights in the Contract or in such moneys. Owner may assign the Contract to any successor or assignee of Owner's interests, provided that Owner demonstrates to the reasonable satisfaction of the CM that such successor or assignee has the capability of fulfilling Owner's obligations under the Contract.

- Additional Information. Recognizing that Owner may find it necessary during the progress of the Work to establish the current status of performance under the Contract Documents, the CM shall, without limitation of any other requirements of the Contract Documents, promptly provide upon request statements, documents or information to Owner or others regarding the status of the Work, compliance of the Work with the Contract Documents, compliance by the CM or any Subcontractor with the Contract Documents, the names of Subcontractors or suppliers, amounts due or to become due or amounts previously paid to Subcontractors or suppliers, estimates of the portion of the Work completed and the cost of completing the Work, and such other matters within the scope of the CM's performance under the Contract Documents as Owner may reasonably require.
- 103 <u>Information Confidential</u>. The CM shall treat as confidential any information relating to the Project that is specifically designated or identified by Owner as confidential or proprietary and shall not permit release of such information to other parties without Owner's prior express written authorization.
- 10.4 <u>Governing Law</u>. The Contract shall be governed by the laws of the Commonwealth of Massachusetts.
- 105 No Personal Liability; Consequential Damages.
 - 10.5.1 No member, officer, consultant, volunteer participant, employee, agent or representative of Owner or the Designer shall be personally liable to the CM under any term or provision of this Contract for Owner's payment obligations or otherwise, or because of any breach hereof, the CM agreeing to look solely to the assets of Owner or the Designer entities for the satisfaction of any liability hereunder.
 - 10.5.2 In no event shall Owner, Designer or CM be liable to the other CM except for obligations expressly assumed by that partyOwner or the Designer under the Contract Documents, nor shall either party Owner or the Designer ever be liable to the other CM for indirect, special or consequential damages.
- 10.6 Conflict of Interest. The CM shall familiarize its employees assigned to perform services under this Agreement with the provisions of Chapter 268A of the Massachusetts General Laws (the Massachusetts conflict-of-interest statute). The CM acknowledges that Owner is a "state agency" for purposes of the aforementioned statute and that the CM is an "interested party" for purposes of the aforementioned manual. Accordingly, the CM, its employees and agents shall not offer or provide any employee of Owner any gift, gratuity, favor, meal, entertainment, loan or other item of monetary value. The CM warrants and represents that it currently has no interest and shall not acquire any interest, direct or indirect, which would be averse to or conflict in any manner with the performance of its services under this Agreement or with the interest of Owner or the Project. The CM further agrees that in the performance of this Agreement no person or entity having any such adverse or conflicting interest shall be employed or granted a subcontract. Except with Owner's knowledge and express consent, the CM shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to be averse to the interests of Owner or to compromise the CM's professional judgment with respect to the Project. The CM has a continuing obligation to divulge to Owner all circumstances of its relationships with third parties, as well as any other interests that may have an effect on Owner or the Project

at the time of execution of this Agreement or during its effectiveness. If Owner believes that there is or has been a conflict of interest, or the appearance of a conflict of interest, it will so notify the CM. The CM shall make full disclosure of all material facts and shall have a period of thirty (30) days after receipt of such notice to cure the conflict of interest or the appearance of conflict of interest, including the right to request a meeting with a representative of the Owner to explain its position. If the conflict of interest or appearance of conflict of interest is not cured to the satisfaction of Owner or the controversy otherwise resolved prior to expiration of such thirty (30) days period, the CM shall be deemed to be in default of this Agreement and Owner may exercise any remedies available to it under this Agreement or applicable law.

- 10.7 <u>Termination of Contract</u>. The Contract may be terminated as provided in Article XVII of the General Conditions.
- 108 <u>Exhibits</u>. The following Exhibits are attached to and incorporated in this Agreement:

Exhibit A Additional Insurance Provisions

Exhibit B Forms Used During Contract Award and Execution

Exhibit C Prevailing Wage Rates (and Davis-Bacon Compliance Provisions if

applicable)

Exhibit GC Price Proposal Forms B, C and D

10.9 As of the date of this Contract, the CM is unable to assess the impact of the ongoing Covid 19 pandemic and how it may affect the Construction Schedule and Project Cost. In light of the wide-ranging and potentially long-lasting effects posed by the pandemic, including, without limitation, disruption of construction supply chains, labor shortages, and governmental actions, the CM reserves its right to assess such impact and address it in the Guaranteed Maximum Price Amendment.

Article 11. Approved Subcontractors.

No Trade Contractors or other Subcontractors shall be used for any portions of the Work without the prior written approval of Owner.

Article 12. Certifications.

Pursuant to M.G.L. c. 62(c), s.49 (a), the individual signing this Contract on behalf of the Construction Manager hereby certifies, under the penalties of perjury, that to the best of his or her knowledge and belief the Construction Manager has complied with any and all applicable state and federal tax laws. The individual signing this Contract on behalf of the Construction Manager further certifies under penalties of perjury that the Construction Manager is not presently suspended or debarred from doing public construction work in the Commonwealth under the provisions of M.G.L. c. 29, s. 29F, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder and is not presently suspended or debarred from doing public construction work by any agency of the United States.

Article 13. Minority Business Enterprise and Women Business Enterprise Participation Goals and Minority/Women Workforce Utilization Percentages.

The applicable goals, if any, for minority business enterprise and woman business enterprise participation established for this Contract are as follows:

Combined MBE/WBE: 10.4% of the GMP.

See also Appendix B to the General Conditions of the Contract and Article XIII of the General Conditions of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in triplicate under seal as of the date set forth above.

CONSTRUCTION MANAGER

By:

TOWN OF BROOKLINE By executing this Agreement, the undersigned a

Name: Michael O'Brien

Title: Vice President

By executing this Agreement, the undersigned authorized signatory of Owner, who incurs no personal liability by reason of the execution hereof or anything herein contained, hereby certifies under penalties of perjury that this Contract is executed in accordance with a prior approval of the Town of Brookline.

By: See attached Signature Page			
Name:			
Title:			
Date:			
Approved as to Form:			
By:			
Name:			
Title:			
D.			

Attach Exhibits A, B, C and GC

MICHAEL DRISCOLL SCHOOL

Building Commission:	Select Board:	School Committee:
Janet Fierman, Chair	Bernard W. Greene, Chair	Julie Schreiner-Oldham, Chair
George Cole	Benjamin J. Franco	Barbara Scotto
Kenneth Kaplan	nneth Kaplan Nancy S. Heller Susan Wolf Ditk	
Karen Breslawski Heather Hamilton Helen Char		Helen Charlupski
Nathan E. Peck	Raul Fernandez	Suzanne Federspiel
		Sharon Abramowitz
		Jennifer Monopoli
		David A. Pearlman
		Michael Glover
		Mary Ellen Norman, Deputy Superintendent
Certification:		
of \$180,000.00 has been made	with Mass. Gen. Laws ch. 44 paragraph 3 and is available for compensation to the 6 equisitions, invoices and change orders.	
Michael DiPietro, Town Comp	otroller	
Approved As to Form:		
Joslin Murphy, Town Counsel		

Exhibit A – Additional Insurances

NOT APPLICABLE

Michael Driscoll School Exhibits Page 1 of 4

Exhibit B – Required Forms from CM at-Risk RFP

Michael Driscoll School Exhibits Page 2 of 4

GILBANE BUILDING COMPANY **CERTIFICATE OF VOTE**

By Unanimous Consent of the Board of Directors of Gilbane Building Company, on May

8, 2008, it was duly voted that Thomas F. Gilbane, Jr., Michael E. McKelvy, Jr., John T. Ruggieri,

Thomas Laird, Stephen A. Duvel, Michael A. O'Brien, Andrew Prochniak and Walter Kinkaid

were duly authorized, pursuant to the terms of the attached provision of the Bylaws of Gilbane

Building Company, on behalf of the Corporation, to execute the Contract, and to take any and all

other necessary and appropriate related actions to effectuate said Contract, between Gilbane

Building Company and the Owner for the Michael Driscoll School Project located in Brookline,

Massachusetts. The aforementioned Bylaw provision remains in full force and effect.

The said Thomas F. Gilbane, Jr., Michael E. McKelvy, John T. Ruggieri, Thomas Laird,

Stephen A. Duvel, Michael A. O'Brien, Andrew Prochniak and Walter Kinkaid are hereby

authorized to sign the Contracts, Contract Amendments and Bonds and all other documents and to

take any and all other necessary and appropriate related actions on behalf of the Corporation

necessary to effectuate said Contract. Any and all actions in said capacity shall be binding on the

Corporation and its assets. I hereby certify that I am the Secretary of Gilbane Building Company

and that said vote has not been amended or repealed and remains in full force and effect.

Gilbane Building Company

Signed by Brad A. Gordon BGordon@GilbaneCo.com

Brad A. Gordon, Secretary

Corporate Seal:

GILBANE BUILDING COMPANY UNANIMOUS CONSENT OF DIRECTORS

The undersigned, being all of the Directors of Gilbane Building Company, a Rhode Island Corporation, (the "Corporation"), hereby consent to the taking of the following action for and on behalf of the Corporation, pursuant to Rhode Island General Laws, Section 7-1.2:

VOTED: To delete Article 8.01 of the Bylaws of the Corporation in its entirety and replace it with the following provision:

SECTION 8.01. Contracts, etc., How Executed. Unless the Board of Directors shall otherwise determine, the Chairman, Vice Chairman, President, Executive Vice President, any Vice President, or the Treasurer may enter into any contract or execute any contract or other instrument, the execution of which is not otherwise specifically provided for, in the name and on behalf of the Corporation. The Board of Directors, except as in these Bylaws otherwise provided, may authorize any other or additional officer or officers, agent or agents, of the Corporation to enter into any contract or execute and deliver any contract or other instrument in the name and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless authorized so to do by these Bylaws or by the Board of Directors, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement, or to pledge its credit, or to render it liable pecuniarily for any purpose or to any amount.

Dated as of the8th day of,,,,
Ban Chyung
Paul J. Choquette, Jr.
My 4Mm
Thomas F. Gilbane M.
MISSOM
William/J Gilbane, Jr.
20 Lillian
Robert V. Gilbane
Ruchard Carolan
Richard Carolan

J. Certification (notarization required)

The undersigned, <u>Michael O'Brien</u> hereby certifies: (Type name)

That I am a vice president/Massachusetts Business Unit Leader of *Gilbane Building Co.*, (Company name)

and that all answers and all statements contained in the attached application (including Sections F and G) for certificate of eligibility are complete, true and correct. Providing false or misleading information or failure to provide all required information will be considered grounds for denial, decertification and/or debarment. I attest to the accuracy of all information contained in this application and verify that the information submitted is in fact complete, accurate and true, under oath.

on satisfactory evidence which was his/her driver's license and acknowledged that he/she is authorized to execute the foregoing and that its execution is his/her free act and deed and the free act and deed of the firm.

,based

My commission expires:

(Notary public signature)

MARY ANN FARRELL

Notary Public

Commonwealth of Massachusetts

My Commission Expires

(Name of officer)

known to me to be Michael O'Brien

Attachment K.2

NON-COLLUSION AFFIDAVIT

The undersigned hereby declares under the penalties of perjury that they have carefully examined the Request for Proposals, Sample Contract and General Conditions, Schematic Design outline specifications and plans referred to and also the site upon which the proposed work is to be performed.

The undersigned also hereby certifies under the penalties of perjury that the Offeror is the only entity interested in this proposal; that it is made without any connection with any other person making any bid for the same work, that no person acting for, or employed by, the Town of Brookline is directly or indirectly interested in this proposal, or in any contract which be made under it, or in expected profits to arise therefrom; and without directly or indirectly influencing or attempting to influence any other person or corporation to bid or to refrain from bidding or to influence the amount of the bid of any other person or corporation; and that this proposal is made in good faith without collusion or connection with any other person bidding for the same work; and that this proposal is made with distinct reference and relation to the plans and specifications prepared for this contract and herein mentioned. The undersigned further declares that in regard to the conditions affecting the work to be done and the labor and materials needed, this proposal is based solely on Offeror's own investigation and research and not in reliance upon any representation of any employee officer or agent of the Town of Brookline.

No oral, written or telegraphic amendments to this bid will be accepted. An Offeror wishing to amend this proposal after transmittal to Owner may do so only by written notice received by Owner in the office designated in the request for proposal prior to the time and date set for the opening of proposals.

Name of Offeror:

Gilbane Building Company

Company or Joint Venture Name

Authorized Representative Signature

J. Michael Kennedy, Vice President

Print Name and Title

Attachment K.3

INFORMATIONAL SHEET

A.	If a Corporation:	
	Incorporated in what State: Rhode Island	
	President: Michael E. McKelvy, President/CEO	
	Treasurer: Michael M. Costello	
	Secretary: Brad Gordon	
В.	If a foreign corporation, are you registered to do business in Massachusetts	?
	Yes _X No	
	To be considered for Selection for this work, you-are required under General Laws Ch. 30, Sec. 39L to obtain from the Secretary of State, Foreig Section, a certificate stating that your corporation is registered, and to certificate to DCAMM prior to award of the contract.	n Corporations
C.	If a partnership, name all partners on attached sheet. N/A	
D.	If an individual:	
	Name:	
	Residence:	
E.	If an individual doing business under a firm name: N/A	
	Name of Firm:	
	Business Address:	
	Name of Individual:	

Confidential and proprietary information.

Attachment K.4 AFFIDAVIT OF COMPLIANCE

Massachusetts Business CorpX_Foreign CorpNon-Profit Corp.
I, Vice President J. Michael Kennedy Clerk of
Gilbane Building Company, principal office is located at
10 Channel Center, Suite 100, Boston, MA 02210
I do hereby certify that the above named corporation has filed with the State Secretary all certificates and annual reports required by Chapter 156B Sec. 109 (business corporation), by Chapter 181, Sec. 4 (foreign corporation) or by Chapter 180, Sec. 26A (non-profit corporation) of the Massachusetts General Laws.
SIGNED UNDER THE PENALTIES OF PERJURY this <u>27th</u> day of <u>February</u> , 20 <u>20</u> .
J. Malky
Signature of Duly Authorized Corporate Officer

Attachment K.5 AFFIDAVIT OF PREVAILING WAGE COMPLIANCE (C. 149, S. 26 AND 27)

I J. Michael Kennedy	, Vice President	, of the
Name	Title	, or une
Gilbane Building Company Offeror's Company Name	, with a principal office is located at	
10 Channel Center, Suite 100, Bo	oston, MA 02210	
do hereby certify that the above names set forth in Sections 26 and 27 of the	ned corporation will comply with the pre e Massachusetts General Laws.	vailing wage laws as
SIGNED UNDER THE PENALTIE	S OF PERJURY this <u>27th</u> day of <u>I</u>	February , 20 <u>20</u> .
J. Welk-Signature of Duly Authorized Corpo	rate Officer	

Attachment K.6 CERTIFICATION OF TAX COMPLIANCE

TOWN OF BROOKLINE, MA	
Pursuant to M.G.L. Ch. 62c. sec. 49a.	
I,J. Michael Kennedy	
Vice President,, Cl	erk,, Partner, of <u>Gilbane Building</u>
Company, 10 Channel Center	er, Suite 100, Boston, MA 02210
hereby certify under penalties of perjury	that Gilbane Building Company
has, to my best knowledge and belief, file	ed all state tax returns and paid all state taxes required under
law.	
050495530	Gilbane Building Company
Federal Identification Number or Social Security Number	Company Name
	J. Walk-G
	Signature
	J. Michael Kennedy
	Name of Duly Authorized (type/print)
	Vice President
	Title/Company Position

ARTICLE 4.4 OF THE TOWN OF BROOKLINE GENERAL BY-LAWS

By signing below, CONTRACTOR Gilbane Building Company, hereby agrees to comply with the provisions of

Article 4.4 of the Town's General By-laws, Fair Employment Practices with Regard to Contracts, a copy of which is

incorporated herein by reference, with respect to the foregoing Contract.

Signed under the pains of penalties of perjury, on this 23rd day of March 2020.

GILBANE BUILDING

MICHAEL A. OBRIEN

ARTICLE 4.5 OF THE TOWN OF BROOKLINE GENERAL BY-LAWS

In fulfilling the terms of the foregoing attached contract, pursuant to Section 4.5.2 of the General By-laws of the Town of Brookline, CONTRACTOR Gilbane Building Company, hereby certifies under the pains and penalties of perjury that it does not discriminate against any individual because of the race, color, religious creed, national origin, sex, gender identity or gender expression, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, age or ancestry of the individual.

Signed under the pains of penalties of perjury, on this 23rd day of March 2020.

GILBANE BUILDING

MICHAEL

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

February 20, 2020

Ms. Lynn Stapleton Leftfield 225 Franklin Street, 26th Floor Boston, MA 02110

Re: GILBANE BUILDING COMPANY

RFP – Construction Management at Risk Services Michael Driscoll School Project, Brookline, MA Estimated Construction Cost: \$92,000,000 +/-

Dear Ms. Stapleton:

Travelers Casualty and Surety Company of America and Berkshire Hathaway Specialty Insurance Company (hereinafter 'cosurety') are privileged to act as the co-surety for Gilbane Building Company. As Gilbane Building Company's co-surety, we have always been impressed by our client's diverse capabilities, past project experience, track record of performance and depth of the company's professional staff.

Throughout their relationship, the co-surety has provided all of the surety bonds that Gilbane Building Company's clients have requested. With respect to Gilbane Building Company's current bonding requirements, please be advised that the co-surety is willing to support individual projects in excess of \$500,000,000 and corresponding backlogs approaching \$5,000,000,000. Subject to underwriting particulars expressed in the following paragraph, the co-surety will provide Gilbane Building Company with payment and performance bonds if selected by the Town of Brookline for the award of the above referenced project in the amount of one hundred and ten percent (110%) of the construction contract.

As is customary within the surety industry, the execution of any bonds would be subject to, but not necessarily limited to receipt and favorable review of all contract terms and conditions, bond forms, confirmation of project financing and all current underwriting information needed at the time of the request for bonds is made by Gilbane Building Company to the co-surety. Please understand that any arrangement for surety bonds is a matter strictly between Gilbane Building Company and its co-surety. As such, we assume no liability to you or any third party by the issuance of this letter.

Each of the surety companies are fully licensed and authorized to conduct surety business in the Commonwealth of Massachusetts and each are listed in the US Department of Treasury's listing of Approved Sureties (Department Circular 570). Each surety company has a Company Policyholder rating of "A++" (Superior) by A.M. Best Company with a financial Size Category "XV". Please feel free to contact this office should you have any questions regarding the bonding capacity or technical ability of Gilbane Building Company.

Sincerely,

Travelers Casualty and Surety Company of America Berkshire Hathaway Specialty Insurance Company

Jean M. Feeney, Attorney-in-fact



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint JEAN M FEENEY of BOSTON

Massachusetts , their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.







State of Connecticut

City of Hartford ss.

On this the 17th day of January, 2019, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021

HOTARY +++
PUBLIC

Anna P. Nowik, Notary Public

Senior Vice President

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 20th day of February







2020

Kevin E. Hughes, Assistant Secretary

vis mail

fax to (617) 507-8259,

Š.

claimsnotice@thspecialty.com,

Š

number fee 0

of a claim

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Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 234 Floor

THIS POWER OF ATTORNEY IS VOID IF ALTERED

us at: BHSI Surety

authemicity of this Power of Attomey please contact us at: BHISI Surety 02111 | (770) 625-2516 or by email at <u>formifer Porter Bhispocialty.com</u>

를 ş verify

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Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, NATIONAL INDEMNITY COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint Michael J. Cusack, Nicole Roy, Nicholas Labbe, Gabriela Camacho, Sandra C. Lopes, Laurie Rothwell, Jean M. Feeney, John J. Gambino, Eric J. Canterbury, 131 Oliver Street. of the city of Boston, State of Massachusetts, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018 This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY.

NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY.

By:

David Fields, Executive Vice President



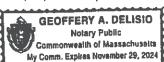
Ву:



State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies, that he knows the corporate seals of the Companies, that the seals affixed to the foregoing instrument are such corporate seals, that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed sald instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and corre copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this February 20th, 2020







Officer

BHSIC, NICO & NLF POA (2018)

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

. . . .

EXECUTION OF DOCUMENTS:

. . . .

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED. That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.



June 27, 2019

To Whom It May Concern

RE: Gilbane Building Company
Interstate Rating Modification History

Please allow this note to serve as verification of Gilbane Building Company's workers compensation experience modification history for the past 3 years:

Effective Date	Interstate Rating
6/30/2019	0.68
6/30/2018	0.64
6/30/2017	0.60

Please contact us if you have any questions or concerns.

Sincerely,

Karen McCarthy

Karen McCarthy
Account Executive



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/13/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<u> </u>	· · · · · · · · · · · · · · · · · · ·								
PRODUCER	CONTACT NAME: Stephen Turner								
Alliant Insurance Services, Inc. 131 Oliver Street, 4th Floor	PHONE (A/C, No, Ext): 617-535-7249 FAX (A/C, No): 617-5	35-7205							
Boston, MA 02110	E-MAIL ADDRESS: sturner@alliant.com								
	INSURER(S) AFFORDING COVERAGE	NAIC#							
	INSURER A: Starr Indemnity & Liability Co	38318							
INSURED CONTROL OF THE CONTROL OF TH	INSURER B: American Guarantee and Liability Ins Co	26247							
Gilbane Building Company 10 Channel Center Street Suite 100	INSURER C: Travelers Indemnity Company	25658							
Boston, MA 02210	INSURER D: Travelers Indemnity Company of CT	25682							
	INSURER E: Charter Oak Fire Insurance Com	25615							
	INSURER F: National Fire & Marine Insuran	20079							

COVERAGES CERTIFICATE NUMBER: 455785724 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S		
С	X COMMERCIAL GENERAL LIABILITY	Υ	Υ	VTC2KCO - 2E970978 - 19	6/30/2019	6/30/2020	EACH OCCURRENCE	\$2,000,000		
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000		
	X XCU included						MED EXP (Any one person)	\$ 10,000		
	X Contractual Liab						PERSONAL & ADV INJURY	\$2,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$4,000,000		
	POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 4,000,000		
	OTHER:						Deductible	\$ 250,000		
D	AUTOMOBILE LIABILITY	Υ	Y	VTECAP - 2E97098A - 19	6/30/2019	6/30/2020	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000		
	X ANY AUTO						BODILY INJURY (Per person)	\$		
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$		
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$		
								\$		
Α	UMBRELLA LIAB X OCCUR	Υ	Y	1000584521191	6/30/2019	6/30/2020	EACH OCCURRENCE	\$ 10,000,000		
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 10,000,000		
	DED RETENTION\$							\$		
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	VTC2OUB - 2E970954 - 19 VTRKUB - 2E970966 - 19	6/30/2019 6/30/2019	6/30/2020 6/30/2020	X PER OTH- STATUTE ER			
Ū	ANYPROPRIETOR/PARTNER/EXECUTIVE T/N	N/A		VIRKUB - 2E970900 - 19	0/30/2019	0/30/2020	E.L. EACH ACCIDENT	\$1,000,000		
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$1,000,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000		
B F	1st Layer Excess Liab Contractors Pollution Professional Liability			AEC 9300324-18 42-CNP-304961-03	6/30/2019 4/1/2020	6/30/2020 4/1/2021	Each Occ/Aggregate POLL/PROF Occ/Agg POLL/PROF SIR	\$15,000,000 \$50,000,000 \$1M/\$2M		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Project #J08864.000, Michael Driscoll School, 64 Westbourne Terrace, Brookline, MA 02446.

Town of Brookline is included as Additional Insured as required by written contract and executed prior to a loss, but limited to the operations of the Insured under said contract, with respect to the Automobile, General Liability and Umbrella/Excess Liability policies. A Waiver of Subrogation applies in favor of above mentioned additional insureds with respect to insured operations where required by written contract but limited to the operations of the Insured under said Contract and executed prior to a loss, with respect to the Automobile, General Liability, Workers Compensation and Umbrella/Excess Liability policies. 30 days' notice of cancellation or non-renewal will be provided to Certificate Holder, except 10 days' notice for cancellation for non-payment of premium.

CERTIFICATE HOLDER	CANCELLATION

Town of Brookline Brookline Town Hall, 333 Washington Street Brookline MA 02445 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(Rev. November 2017) Department of the Treasury

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information

Give Form to the requester. Do not send to the IRS.

medinal	To to www.ms.gov.norm.ro for it	istructions and the fate	31 1111011	mu	1011	•		- 1								
	1 Name (as shown on your income tax return). Name is required on this line; Gilbane Building Company	do not leave this line blank.														
	2 Business name/disregarded entity name, if different from above															
on page 3.									4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):							
ons	single-member LLC				-		Exem	pt pa	yee o	code	(if an	y)				
Print or type. Specific Instructions on page	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.								Exemption from FATCA reporting code (if any)							
eci	☐ Other (see instructions) ►						(Applies to accounts maintained outside the U.S.)									
S	5 Address (number, street, and apt. or suite no.) See instructions.		Request	ter's	nan	ne an	id ad	dress	(opt	ional	į					
See	7 Jackson Walkway 6 City, state, and ZIP code	-														
	Providence, RI 02903 7 List account number(s) here (optional)															
Par	Taxpayer Identification Number (TIN)															
Enter y	our TIN in the appropriate box. The TIN provided must match the na			So	cial	secu	ırity r	ıumb	er							
backup	o withholding. For individuals, this is generally your social security not all alien, sole proprietor, or disregarded entity, see the instructions fo	umber (SSN). However, for other	ora			T					\top					
entities	it allers, sole prophetor, or disregarded entity, see the instructions in s, it is your employer identification number (EIN). If you do not have a	a number, see How to ge	ta													
TIN, la				or												
	f the account is in more than one name, see the instructions for line or To Give the Requester for guidelines on whose number to enter.	1. Also see What Name a	and	Em	iplo	yer id T	denti	ficatio	on n	umb	∍r 	Т	=			
	, re also the requestor for galactimos of throsportations to often		:	0	5	-	0	4	9	5	5	3	0			
Part	II Certification															
Under	penalties of perjury, I certify that:											•				
2. I am Serv	1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and															
3. am	a U.S. citizen or other U.S. person (defined below); and															
	FATCA code(s) entered on this form (if any) indicating that I am exer		_													
you hav acquisi	eation instructions. You must cross out item 2 above if you have been we failed to report all interest and dividends on your tax return. For real action or abandonment of secured property, cancellation of debt, contribution in interest and dividends, you are not required to sign the certification,	estate transactions, item 2 Itions to an individual retire	does no ement ar	ot ap	pĺy. gem	For ent (mort IRA),	gage and	inte gen	erest erally	paid,	, yme	nts	ise		
Sign Here	Signature of U.S. person ►	[oate ►	(2	1	7	12	~~(1	7						
Gen	eral Instructions	 Form 1099-DIV (div funds) 	vidends,	, inc	ludi	ng th	nose	from	sto	ocks	or m	utu	al			
Section noted.	references are to the Internal Revenue Code unless otherwise	• Form 1099-MISC (various types of income, prizes, awards, or gross														
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.																
• Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions)				ns)												
informa	vidual or entity (Form W-9 requester) who is required to file an ution return with the IRS must obtain your correct taxpayer cation number (TIN) which may be your social security number	 Form 1098 (home r 1098-T (tuition) Form 1099-C (cand 	eled de	ebt)		,,							est),			
(SSN),	individual taxpayer identification number (ITIN), adoption	• Form 1099-A (acqu	isition o	r ab	and	onm	ent d	of sec	cure	d pr	opert	ty)				
(EIN), t	er identification number (ATIN), or employer identification number or report on an information return the amount paid to you, or other treportable on an information return. Examples of information	Use Form W-9 only alien), to provide you				S. p	erso	n (inc	ludi	ing a	resi	den	t			
	include, but are not limited to, the following.	If you do not return Form W-9 to the requester with a TIN, you might														

• Form 1099-INT (interest earned or paid)

later.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding,

Exhibit C – Request for CM at-Risk Proposal Gilbane Building Company Technical Proposal

Michael Driscoll School Exhibits Page 3 of 4

Request for Proposals for Construction Management at Risk Services



Michael Driscoll School Brookline, MA

February 11, 2020

Submission Deadline:

February 28, 2020 - 2:00 PM

Pre-Proposal Briefing:

February 14, 2020 - 11:00 AM

Deadline for Questions:

February 20, 2020 – 5:00 PM

Submit Proposals to:

Lynn Stapleton c/o Leftfield 225 Franklin Street, 26th Floor Boston, MA 02110

REQUEST FOR PROPOSALS FOR CONSTRUCTION MANAGER AT RISK SERVICES

IMPORTANT DATES AND INFORMATION

Informational Briefing/Site Visit: Friday, February 14, 2020, at 11:00 AM

64 Westbourne Terrace

Michael Driscoll School Main Lobby

Brookline, MA 02446

Deadline for Receipt of Questions: Thursday, February 20, 2020 at 5:00 PM

Submit Questions by email only: lstapleton@leftfieldpm.com

Response to Questions emailed to CM's: Thursday, February 21, 2020 by 5:00 PM

Proposal Submission Deadline: Friday, February 28, 2020, at 2:00 PM

Submit Proposals to: Lynn Stapleton

c/o Leftfield

225 Franklin Street, 26th Floor

Boston, MA 02110

Interviews: Interviews will be with the Michael Driscoll

School CM at Risk Selection Committee and will be scheduled for March 10, 2020 between 7:30 AM and 4:00 PM. Please note that the interview time for each firm will be determined by the Committee. Please keep this date available. Firms will be notified of their specific interview time by 5:00 PM on March 3, 2020. Note that the CM at Risk Selection Committee intends to shortlist firms based on the

responsiveness of their proposals.

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SECTION ONE: NOTICE TO CONSTRUCTION MANAGERS

1.1 GENERAL

The Michael Driscoll School Project, Brookline, Massachusetts is the subject of this Request for Proposal ("RFP"). Pursuant to Chapter 149A of the General Laws, the Town of Brookline requests proposals for Construction Management at Risk Services for the Michael Driscoll School Project in Brookline, MA. Firms which have been selected as qualified may submit proposals to perform the Construction Management at Risk Services required by this RFP and the attached documents. The Town of Brookline intends to award a Construction Manager at Risk Contract that substantially conforms to the Construction Management Agreement and the General Conditions of the Contract attached to this RFP including the requirements of this Request for Proposals. The CM Contract will initially cover Pre-Construction Phase Services:

- Pre-Construction Phase services will begin during the Design Development Phase of the Project and will continue through the development and bidding of the Enabling/Early Bid Package. It will include document/build-ability reviews and recommendations, construction logistics, construction scheduling and full independent cost estimates based on the onboarding estimate, the 100% Design Development, 60% Construction Documents and 90% Construction Documents documentation and for the Enabling/Early Bid Package scope of work.
- All services outlined in this RFP will be part of the Pre-Construction Services.

Interim GMPs will be awarded by contract amendment for construction of the Enabling/Early Bid Package and miscellaneous bids. A Guaranteed Maximum Price ("GMP") contract amendment will be negotiated prior to proceeding into the Main Construction Phase Services.

LeftField, LLC is the Owner's Project Manager for the project.

Qualified firms are hereby asked to prepare a Proposal consisting of two parts:

- 1. Non-Price Proposal Submission and
- 2. Price Proposal Submission

The term "Offeror" is defined to mean a qualified entity submitting a Proposal for the Work of this Contract and is synonymous with the term "Contractor" and "Construction Manager" ("CM") as used in the Technical Specifications.

This RFP contains all the information and requirements for the project needed by prospective Offerors for the submission of their complete Proposals and the evaluation thereof. Utilizing the format prescribed, Offerors are to provide the requested information and demonstrate their specific qualifications particularly in regard. Proposals shall be as complete and as accurate as possible and present data relative to the specific project under consideration. Offerors shall make every effort to present information clearly and concisely in accordance with the formats described herein.

1.2 REQUEST FOR PROPOSAL DOCUMENTS

The Request for Proposal Document packages have been provided to pre-qualified firms only. All back-up documents are available at the Public Schools Brookline Project website link and at the DropBox links below:

https://www.brookline.k12.ma.us/Page/2353 https://www.dropbox.com/sh/smase9aep4fy2lp/AAAbOZdPyc266ntfwstbFUdYa?dl=0

1.3 CONTRACTUAL STATUS OF RFP AND PROPOSALS

The Town of Brookline assumes no responsibility for costs incurred in the preparation of a Proposal or related activities of any Offeror. The Town of Brookline reserves the right to amend or withdraw the RFP at any time in its sole discretion before the execution of the contract. In such event, the Town of Brookline shall not be liable to any Offeror for the costs incurred by it as a result of the amendment or withdrawal of the RFP. The RFP, including the documents incorporated in the RFP, have been prepared to solicit Proposals, and are not contract offers. The only document that will be binding on the Town of Brookline is the contract, duly executed by the Town of Brookline and the Construction Management Firm selected pursuant to the Selection Process.

1.4 COMMUNICATIONS

A. All correspondence and documents should reference the Project Name:

Construction Management at Risk Services Proposal Michael Driscoll School Project Brookline, MA

B. Construction Manager Contact Person:

The Town of Brookline will address all communications relating to the RFP and the Selection Process to the CM firm's designated contact person. Offerors must provide the Town of Brookline with the following contact information:

Name:

Address:

Phone Number:

Fax Number:

Email Address:

C. The Town of Brookline's Contact Person:

Lynn Stapleton LeftField, LLC 225 Franklin Street, 26th Floor Boston, MA 02110 Phone 508-269-0457

Email: lstapleton@leftfieldpm.com

1.5 COMPLIANCE WITH RFP

Offerors must fully comply with the Proposal requirements described below for the Town of Brookline to properly evaluate each Proposal. The Town of Brookline reserves the right to reject any Proposal not in compliance with the RFP.

1.6 EXAMINATION OF DOCUMENTS

Before submitting a Proposal, each Offeror must thoroughly examine the RFP, including the form of contract and all other attachments, and familiarize itself with the site and with local conditions and with federal, state, and local laws, ordinances, rules and regulations and any other circumstances or conditions that may in any manner affect cost or performance of the contract. Failure of an Offeror to acquaint itself with the RFP or to review the documents contained in or referred to in the RFP, shall in no way relieve Offeror from any obligation with respect to its Proposal. Each Offeror shall promptly notify the Town of Brookline of any ambiguity, inconsistency, or error it may discover upon examination of the RFP or any Project information. The submission of a Proposal by the Offeror shall constitute a representation: a) that the RFP is sufficient in scope and detail to describe the services to be provided and the terms and conditions of their provision; and b) that the Offeror understands and has complied with every requirement of the RFP.

1.7 PRE-PROPOSAL BRIEFING AND SITE VIST

A Pre-Proposal Informational Briefing and Site Visit will be held at the site of the existing Michael Driscoll School at 64 Westbourne Terrace, Brookline, MA in the school's main lobby on the date and time indicated on page 2 of the RFP. Each Offeror intending to submit a proposal are strongly urged to have a representative at the Pre-Proposal Briefing. The Offer's Key Team Members are encouraged to attend. It will be important to see the site and its constraints and to hear from the School about their concerns as site logistics and working on an occupied site are key issues with the Town that they will want addressed by the CM in their proposal.

1.8 ADDENDUM PROCEDURES

The Town of Brookline reserves the right to amend the RFP at any time up to 48 hours prior to the submission deadline. Any amendments to the RFP shall be issued through written addenda. The Town of Brookline will provide copies of each addendum to all Offerors who received the RFP. Each addendum will be sent by email to the email address provided for the contact person provided in the Offeror's response to Section 1.4. C. above. All addenda, so issued, shall become part of the RFP. Each Offeror shall be responsible for determining that it has received all addenda issued, and failure of any Offeror to receive any addendum shall not relieve such Offeror from any obligation imposed by such addendum.

1.9 REQUESTS FOR INTERPRETATION OF DOCUMENTS

Please limit questions to those that will impact your proposal or your fundamental understanding of the Project. The full Schematic Design Submission and previous Design information is

available to all Offerors at the Public Schools Brookline Project website link and the DropBox link below:

https://www.brookline.k12.ma.us/Page/2353 https://www.dropbox.com/sh/smase9aep4fy2lp/AAAbOZdPyc266ntfwstbFUdYa?dl=0

Full detailed project information will be provided to the successful CM firm after their contract is approved.

All questions and requests for clarification or interpretation of the meaning of the RFP and any other correspondence concerning the RFP shall be submitted in writing by email to:

Lynn Stapleton, LeftField, LLC Phone 508-269-0457

Email: <u>lstapleton@leftfieldpm.com</u>

To be given consideration, such questions, requests, or correspondence shall be received by the deadline for receiving questions, stated on Page 2 of the RFP. Clarifications or interpretations and any supplemental instructions or forms, if issued, shall be issued as written addenda prior to the date for the opening of Proposals. Oral clarifications, interpretations, instructions, or other communications, including but not limited to, statements made at the pre-proposal informational briefing, will not be binding on the Town of Brookline in any way. The Town of Brookline will not be responsible for, and an Offeror may not rely upon or use as the basis of a claim against the Town of Brookline or a consultant of the Town of Brookline, any information, explanation or interpretation of the RFP rendered in any manner other than as provided in the manner prescribed in this Paragraph 1.9.

1.10 PROPOSAL SUBMISSION

- A. Proposals must be submitted in form and substance as required by the RFP no later than the date and time shown on Page 2 of the RFP or a later date and time if established by addendum duly issued by the Town of Brookline (in either case, the "Proposal Deadline"). Electronic or faxed proposals will not be accepted.
- B. Proposals must be delivered to:

Lynn Stapleton c/o Leftfield 225 Franklin Street, 26th Floor Boston, MA 02110

- C. It is the Offeror's responsibility to obtain a time stamp of no later than the stipulated deadline. Proposals submitted after the Proposal deadline shall not be accepted for consideration.
- D. An authorized person must sign the (Non-Price) Request for Proposal Response Form and the Price Proposal in ink to bind the Offeror.

E. Any and all addenda must be acknowledged on the Request for Proposal Response Form.

1.11 PROPOSAL FORMAT

Offerors are referred to the sections regarding Evaluation Criteria for specific guidelines for the preparation and submission of their proposal. If the Offeror has any exceptions to the terms of the proposed contract documents or the conditions required by the RFP, it must list those exceptions in its Proposal. Offerors are not expected to present extensive lists of exceptions. The Owner reserves the right to determine that a Proposal is non-responsive if the exceptions would have a substantial impact on the Owner's ability to fairly evaluate the Proposals.

1.12 COMMITMENT LETTER FROM SURETY

Each proposal shall be accompanied by a commitment letter from a surety company licensed to do business in the Commonwealth and whose name appears on United States Treasury Department Circular 570, stating the surety's willingness to bond the Proposer if the Proposer is selected by the Town of Brookline for the award of the CM at Risk. Construction Contract. The final sum of those bonds will be in the full amount of the CM at Risk contract, which for purposes of the Commitment Letter, shall be calculated at 110% of \$92,000,000.

1.13 MODIFICATION OR WITHDRAWAL OF PROPOSALS

- A. If an Offeror has submitted its Proposal prior to the Proposal Deadline, it may, until the Proposal Deadline, submit an amendment to its Proposal. The amendment must be in writing and submitted in the same manner as the Proposal.
- B. An Offeror may withdraw its Proposal by submitting written notice by email at any time prior to the Proposal Deadline to:

Lynn Stapleton LeftField, LLC Phone 508-269-0457

Email: lstapleton@leftfieldpm.com

- C. After the Proposal Deadline, an Offeror may not change the price or any provisions of the proposal in a manner prejudicial to the interest of the Town of Brookline or fair competition.
- D. The Town of Brookline may waive minor informalities or allow an Offeror to correct them. If a mistake in the intended offer is clearly evident on the face of the proposal, the Town of Brookline shall correct the mistake to reflect the intended correct offer and shall so notify the Offeror in writing. The Town of Brookline may permit an Offeror to withdraw an offer if a mistake is clearly evident on the face of the proposal and the intended correct offer is not similarly evident.
- E. No Proposal may be withdrawn for ninety (90) calendar days following the Proposal Deadline, except with the approval of the Town.

1.14 REJECTION OF PROPOSALS

The Town of Brookline reserves the right to reject any or all Proposals if it determines that such action is in the best interest of the Town. Any Proposal which is incomplete, conditional, or difficult to understand may be considered invalid and the Town of Brookline may reject such Proposal. In addition, the Town of Brookline may consider any Proposal which is not prepared and submitted in accordance with all requirements of the RFP or which contains alterations, contingencies or additions not called for, or errors or irregularities of any kind. The Town of Brookline reserves the right to waive any and all informalities or minor irregularities. If the RFP or any applicable law requires submission of certain information or additional documentation, and any Offeror neglects to furnish such information or documentation with its Proposal, the Town of Brookline may reject the Proposal of such Offeror as incomplete; provided, however, the Town of Brookline reserves the right to deem any such omission as an informality for which such Proposal will not be rejected, and to subsequently receive such information or documentation to clarify the omission or informality prior to award of the contract.

1.15 OPENING OF PROPOSALS

LeftField, on behalf of the Town of Brookline, will open the Proposals on or after the Proposal Deadline, but will not read them publicly. A register of those firms submitting timely Proposals will be maintained and will be open to public inspection.

1.16 EVALUATION PROCESS

The Selection Committee, appointed by The Town of Brookline Select Board, has been given authority to review proposals pursuant to M.G.L. c. 149A Section 6. The Selection Committee will evaluate all proposals submitted in accordance with provisions of the RFP, based on the criteria described in Section 6 of the RFP. The Selection Committee will first review and evaluate the Proposal materials other than the Price Proposal Form. In its review, the Selection Committee may consider, in addition to the Proposal, any other information obtained by the Selection Committee. The Price Proposal Forms of the Offerors will then be opened, and the Selection Committee will complete its evaluations of the Proposals based on the evaluation criteria set forth in Section 6. The failure of the Selection Committee to reject an Offeror that does not meet the minimum requirements or whose Proposal is otherwise non-responsive at the time it opens the Proposal, shall not preclude the Selection Committee from subsequently rejecting such Proposal. The Selection Committee shall perform a combined evaluation of the Non-Price and Price Proposals and will determine which Proposal is in the best interests of the Town to accept. The Selection Committee will then make a recommendation to the Michael Driscoll School Building Committee and the Town of Brookline.

1.17 INTERVIEWS

Interviews will be held on March 10, 2020. LeftField will notify each applicant of their specific interview time and location no later than March 3, 2020. Each firm must bring the Project Executive, Project Manager and Superintendent listed in the Proposal for this Project as part of their Presentation Team. The Presentation Team should be the team that will interact with the Project Stakeholders.

1.18 MODIFICATIONS TO SCOPE OF WORK

The Town of Brookline may, subsequent to the receipt of Proposals, modify the Scope of Work of the Project. Following the submission of the revised Proposals, if any, the Selection Committee shall complete the evaluation process using the criteria set forth in Section 6 of the RFP. The Selection Committee may at any time reject the Proposal of any Offeror, and that Proposal shall no longer be considered by the Selection Committee.

1.19 NEGOTIATING AND AWARD

- A. Award of Contract. Based upon its evaluation as provided above, the Selection Committee shall select the Offeror whose Proposal is determined by the Selection Committee to be most advantageous and will make a recommendation to the Town of Brookline Select Board to award. The contract shall be awarded to such Offeror, subject to negotiation of satisfactory provisions concerning compensation to the selected Offeror and any other matters determined appropriate by the Selection Committee or the Town of Brookline Select Board. The Town of Brookline reserves the right to incorporate into the contract any portion of the selected Offeror's Proposal, with such modifications as are approved by the Town of Brookline.
- B. <u>Time for Finalizing Contract</u>. The selected Offeror will be notified in writing. The notice may specify a time, by which such Offeror must execute the Contract in substantial accordance with the Contract Documents and the forms included in the RFP, modified by the provisions of any applicable addenda, and other provision the Town and the Offeror agree to. The selected Offeror will be required to furnish the certificates of insurance and any other documents required in connection with execution of the Contract. If the selected Offeror fails or refuses to execute the Contract within the time designated by the Town, the Town may award the Contract to the next Est ranked Offeror, subject to negotiation of a satisfactory CM Contract with such Offeror.

1.20 EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS

Due to the nature of a Construction Manager at Risk Project, the Construction Manager will not solicit subcontractors until the Project is ready to proceed into construction. At that time, the Construction Manager shall be obliged to comply with the following requirements:

• Pursuant to M.G.L. c 7, §40N and M.G.L. c. 7, §61 and currently effective, and until such time as the goals may be revised, the Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) participation goal for this Construction Contract is a combined goal of 10.4% of the Guaranteed Maximum Price (GMP). The combined goal requires a reasonable representation of both MBE and WBE participation on the project as further set forth in the Owner-CM Agreement and the General Conditions of the Contract.

The applicable minority workforce utilization percentage is 5%. Article XIII of the General Conditions contains detailed information about MBE and WBE participation requirements, waivers, enforcement, and other important information. MBE's and WBE's must be certified by

the State Supplier Diversity Office (SDO). All Offerors are advised that by submitting a proposal, they certify that their proposal and services provided under their proposal will fully comply with all requirements of the RFP, including the MBE/WBE requirements.

The Construction Manager shall maintain on this project not less than a five percent (5%) ratio of minority employed work hours to total work hours in each job category including, but not limited to, bricklayers, carpenters, cement masons, electricians, ironworkers. Operating engineers and those classes of work enumerated in Section 44F of Chapter 149 of the Massachusetts General Laws. Article XII of the General Conditions contains detailed information about Equal Employment Opportunity, Nondiscrimination and Affirmative Action requirements and other important information.

1.21 ROLES AND RESPONSIBILITIES OF AWARDING AUTHORITY

The Town of Brookline is responsible for the administration and management of the contracts for the design and construction of the facility. Its responsibilities include the management of the RFP process and the monitoring and administration of the design and construction after the Offeror has been selected.

SECTION TWO: PROJECT INFORMATION

2.1 PRELIMINARY PROJECT SCHEDULE

The following schedule milestones are presented solely to provide information to Offerors and are not and shall not become an official or contractual Project Schedule, unless incorporated by the selected Offeror and the Town into the contract. It is anticipated that the selected CM will be issued a Notice to Proceed with Pre-Construction Services in March 2020. One of the selected CM's first tasks will be to work with the Michael Driscoll School Building Advisory Committee, LeftField and Jonathan Levi Architects to review the status of the Design Development documentation, advise on constructability, build-ability, provide input regarding materials and systems, develop construction logistics plans, provide a general Construction Schedule, review, analyze and provide input on the Schematic Design cost estimate and immediately provide a baseline cost estimate based on the 50% Design Development documentation and as design progresses, provide a complete independent 100% Design Development cost estimate and reconcile the estimate with the Designer's cost estimate.

Proposed Project Schedule

- Design Development Phase: January 2020 June 2020
- Construction Documents Phase: July 2020 January 2021
- Enabling/Early Bid Package: October 2020 November 2020
- Early Construction Start: November 2020
- GMP/Full Construction Start: March 2021
- Substantial Completion of New School: November 2022
- Students/Faculty Occupy New Michael Driscoll School: January 2023
- Demolition and Site Improvements Completion: August 2024

2.1a PROJECT SCHEDULE ALTERNATIVE

The above milestone schedule may include a longer or shorter than required duration for construction. To ensure a fair comparison, the Offeror should base their price proposal on the above schedule. However, if an alternate schedule is more realistic or feasible, Offerors are encouraged to propose up to one alternative approach and to submit an alternative price proposal (adjusting the Fee and or General Conditions) as appropriate. It will not be possible to accelerate completion of the main construction bid documents.

2.1b PROJECT SCHEDULE STATUS

Town of Brookline Town Meeting approved on November 19, 2020. The Town of Brookline public vote passed on December 10, 2020. The Project Team has started design development. It is anticipated that the CM will be issued a Notice to Proceed for Pre-Construction Services by mid-March 2020 and the Design Development Phase will be complete in June 2020. The Pre-Construction Services will include development of a construction logistics plans; development of a general Construction Schedule, review of the Schematic Design Phase drawings and specifications for input; review, analyze and provide feedback on the Schematic Design Estimate; development of a 50% Design Development cost estimate as a baseline; development of a complete independent Enabling/Early Bid Package cost estimate; and development of complete

independent 100% Design Development, 60% Construction Documents, 90% Construction Documents cost estimates and reconciliation of the estimates with the Designer's cost estimates.

Pre-Construction Services will continue through the bidding of the Enabling/Early Bid Package. All Pre-Construction Services are anticipated to conclude by the end of November 2020 with the construction start of the Enabling/Early Bid Package. The GMP is anticipated by April 2021 at the latest.

2.2 ESTIMATED CONSTRUCTION COST RANGE

The Estimated Construction Cost of \$92,000,000 was established based on the Schematic Design Submission.

2.3 SCHEMATIC DESIGN AND PREVIOUS PROGRAM DOCUMENTS

The Project Background and Schematic Design Submission are available to the qualified Offerors on the Public Schools Brookline Project website link and at the Dropbox link below and are provided for review and consideration in responding to this Request for Proposals. Website access information is as follows:

https://www.brookline.k12.ma.us/Page/2353 https://www.dropbox.com/sh/gdykbjim0971hnr/AAC19h7n6YOlzQFkjg0IQ748a?dl=0

SECTION THREE: SUBMISSION REQUIREMENTS: NON-PRICE PROPOSAL

3.1 NON-PRICE PROPOSAL SUBMISSION INSTRUCTIONS

A. The following Non-Price Proposal Submission requirements for the Michael Driscoll School Project are considered a single submission. This section identifies the Town of Brookline's minimum requirements for proposal documents. The Non-Price Proposal Submission will be evaluated independent of the Price Proposal in a manner that ensures that the non-price evaluation will be unaffected by the price proposal.

To facilitate evaluation and complete consideration for each evaluation criterion, the Offerors are instructed to present their Non-Price Proposal in the same structure and format outlined below in Section 3.2 Non-Price Proposal Required Information. Each section of the proposal shall be consistent with the corresponding letter (A through K) indicated in Section 3.2. This will allow the evaluators to determine the extent to which the information meets the respective evaluation criterion.

B. The following information **must appear** on each binder for the Non-Price Proposal and the sealed envelope containing the copies of the Price Proposal.

Proposals for Construction Management at Risk Services Michael Driscoll School Project, Brookline, MA Offeror's Name:
Contact Person for Proposal:
Contact Person's Telephone Number:
Contact Person's Fax Number:
Contact Person's Email Address:

If the Offeror is a joint venture, each participant of the joint venture must provide this information on each binder for the Non - Price Proposal and the sealed envelope containing the copies of the Price Proposal.

C. The Offeror shall submit one (1) signed and unbound original copy, eight (8) hard copies (each bound in 3-ring binders) and one (1) electronic copy of the Non- Price Proposal. For the Price Proposal, submit one (1) original and eight (8) copies of the forms collated and stapled in a separate, sealed envelope clearly labeled, "Price Proposal". For the Price Proposal, the Offeror must also fill out the column in the Excel Spreadsheet FORM D and provide the Excel file with their submittal on a Flash Drive. Changes to this form are not allowed. The responsible Offeror must comply with the categories listed.

The Non-Price Proposal binders and the sealed Price Proposal envelopes must be packed in a box, addressed and delivered to:

Lynn Stapleton c/o Leftfield 225 Franklin Street, 26th Floor Boston, MA 02110

3.2 NON PRICE PROPOSAL REQUIRED INFORMATION:

- A. The Request for Proposal Response Form (**FORM A, attached in Section 3.3**) must be completed and signed by the Offeror.
- B. Management Plan: The Offeror shall include a thoughtful, coherent proposed Management Plan for the project, which describes in detail the firm's proposed approach to meeting the project goals, including schedule management, budget management quality management goals and maintaining safety of faculty and students. Quality, costs and time control procedures for the duration of the Pre-Construction and Construction Phases must be described. The plan must also include organization charts, proposed schedule and phasing concepts, subcontractor outreach and bidding plans, and a description of the methods the firm proposes to use in order to optimize communications between and coordination among project participants.
- C. <u>Staffing Plan:</u> The Offeror shall also provide a Staffing Plan, which shall include an organizational chart to describe in detail the-staff it will assign to the project during each phase of the project, including each of the following project phases: Pre-Construction Services, Preparation of Subcontractor Bids, Solicitation of Subcontractor Bids, Construction, Commissioning and Project Close Out. The chart should clearly indicate the anticipated duration (in months) of each phase and the number of man-hours per month budgeted for each staff level for each phase.
 - 1. Provide current workload of each staff member listed. Level of involvement with current projects, ability to devote required time, etc.
 - 2. Commuting Logistics: Address employee travel/commute to the site on a daily basis relative to start and end times.

The Offeror staffing plan shall show reporting relationships and lines of authority; an explanation of the responsibilities of the Managerial and Technical positions (i.e., Project Executive(s), Project Manager(s), Superintendent(s), Project Engineer(s), Cost Estimator, and Contract Administrator(s)); and the name of the person proposed for each position.

The Offeror shall list the sub-consultants it proposes to utilize as part of the Construction Management team. For each such proposed sub consultant, the Offeror shall list the responsibilities that the sub-consultant shall carry out on the Project, the Managerial and Technical Personnel to be supplied by the sub-consultant, if any; and the relevant experience of the sub-consultant

D. <u>Resumes:</u> The resumes of all proposed personnel (Pre-Construction and Construction Phases) for the Staffing Plan shall be provided and each resume must contain at least three references from owners or designers including name, title, and current telephone number.

- E. <u>Job Skill Narrative</u>: The Offeror shall provide a narrative outlining the performance skills for the position of Lead Project Manager, Asst. Project Manager, General Superintendent, Asst. Superintendent and Project Engineer. Describe in detail how the individual selected for each position above has utilized these specific skills on a recent construction project (one-page each person).
- F. Pre-Construction Services Plan: The Offeror shall submit its plan for performing the Pre-Construction services described in the contract. The plan shall illustrate the Offerors understanding of the activities required during Pre-Construction and demonstrate its ability to coordinate and perform those activities. It shall also explain how the Offeror intends to work efficiently and effectively with the Town of Brookline, its' Designer, and its Project Manager. The plan should include a detailed description of how the Offeror shall comply with each of the Pre-Construction services required by the Contract. The plan should include a list of the Managerial and Technical Personnel who will be involved in managing the Project during this phase, and the start date and duration for each such person. Unless the plan indicates otherwise, staffing commitments shall be assumed to be full-time for this Plan.

The CM shall be responsible for cost estimating, scheduling, value engineering, systems life cycle cost analysis, constructability reviews and bidding and management of early bid packages, and shall assume responsibility for the completeness of the design documents to eliminate claims that may arise from ambiguities, conflicts, overlaps or omissions in the construction documents. During the Pre-Construction Phase of the project, the CM shall work closely with the Town of Brookline, the Owner's Project Manager (OPM) and the Architect on the specific tasks listed below and shall provide all other services required for projects of the type and scope of this project and customarily provided by a Construction Manager at Risk during the Pre-Construction Phase of the Project.

- 1. Design Review: The CM shall work with the Architect by reviewing the design development and construction documents. The CM's reviews shall consider quality of materials, systems and equipment to ensure that the construction documents will result in an efficient design and minimum lifecycle costs. The CM's reviews will also seek to eliminate areas of conflict and overlap of work to be performed by subcontractors and to ensure that there are no gaps in the design. The CM shall participate in design decisions by providing information, estimates, options and recommendations regarding construction materials, methods, systems, phasing and costs that shall provide the best quality building within the project budget and schedule. The CM's reviews shall be provided in writing with detailed notations on the drawings and specifications and coordinated with a detailed spreadsheet of the notations and recommended solutions in order to track the issues to final resolution.
- 2. <u>Sustainability:</u> The Project will be designed to meet the USGBC's LEED v4 Silver. The CM will coordinate closely with the Designer throughout the Project to develop and implement the LEED process. The CM shall participate as a member of the

Project's "Sustainability Team" which will be comprised of members of the Designer, the Owner's Project Manager, the School Building Advisory Committee, and other Project Stakeholders identified by the Town. The Sustainability Team will establish and implement the sustainable design goals for the Project.

- 3. <u>BIM:</u> The CM shall include in their proposal an outline of their approach for utilizing BIM on the Project for Structural, Fire Protection, HVAC, Plumbing and Electrical coordination and/or other aspects.
- 4. Phasing and Scheduling: Within thirty (30) days of the execution of the Contract the CM shall provide a Master Phasing and Project Schedule which shall organize and identify all significant project activities. With input from the Town, the OPM and the Architect, the CM shall update the Project Schedule at least monthly or as required to reflect the most recent project developments. The Master Project Schedule shall be a Critical Path Method (CPM) Schedule that includes data on costs and resources.
- 5. <u>Project Cash Flow Chart:</u> Within thirty (30) days of the execution of the Pre-Construction Services Contract, the CM shall submit a projected project cash flow chart with anticipated costs to be spent on a month to month basis throughout the anticipated project. Thereafter, the CM shall provide updated cash flow projections as requested.
- 6. <u>Value Engineering</u>: The CM shall provide a written analysis of all value engineering opportunities for building materials, systems and equipment and shall perform life cycle cost analyses for major building elements.
- 7. <u>Constructability Review:</u> The CM shall check the construction documents for completeness and coordination of work among the trades shall make recommendations to the Town, the OPM and the Architect regarding necessary modifications.
- 8. <u>Site Logistics:</u> Due to the multiple operations that share the project site, the CM shall work with all stakeholders on the site (including neighbors) to develop a site logistics plan that is in the best interest of the project.
- 9. Cost Control Management: The Schematic Design has been approved by the Town. It is anticipated that the Architect will provide progress 50% Design Development documents for the CM to price as a baseline estimate. The 100% Design Development documents will be substantially complete and will be ready for cost estimating by the end of June 2020. These Design Development documents will be the basis for the CM Design Development cost estimate. The CM shall prepare for the review of the Designer and approval of Owner, a total of at least four fully detailed estimates of the Construction Cost of the Project, the other estimates will be at the end of 60% Construction Documents and 90% Construction Documents. Each detailed estimate must be submitted with supporting data, including but not limited to, unit costs of all materials, equipment and labor hours required to

complete the work of all sections of the specification. The CM shall evaluate each of these estimates against the baseline construction budget and the Architect's independent cost estimate for each phase and where necessary, shall recommend appropriate value engineering items for consideration by the Town in order to correct and/or avoid potential cost overruns. The CM shall prepare new estimates based on approved value engineering items to ensure that the Town's construction budget is met. Authorization to proceed shall be contingent upon the acceptance of the CM's building cost estimate as compared to the baseline construction budget. In addition, the Town may obtain an independent cost estimate. The CM shall compare such estimate with its own current estimate to identify significant cost differences and shall work with the Town, the OPM and the Architect to reconcile those differences.

- 10. <u>Approvals:</u> The CM shall monitor and track in the master project schedule design phase activities related to obtaining all required regulatory approvals.
- 11. <u>Subcontractor Bid Packages:</u> In accordance with Appendix D of the General Conditions, CM will participate directly in the management, solicitation, prequalification and bidding of work to be performed by subcontractors. The Town shall procure Sub-Bids in the Trade Contractor categories listed on Appendix D. The CM shall procure bids for all other subcontracts, as provided in Appendix D.

The CM shall develop the most logical, competitive, seamless and distinct subcontractor bid packages with all scopes of work included in the packages and shall include bid alternates in each subcontractor bid package where appropriate. The CM shall include the Town's Agreement and General Conditions in all subcontractor packages. The CM is responsible for assuring that each of the subcontractors understands the project schedule and the relationship between the CM and the Town of Brookline.

12. <u>Bid Phase Services</u>: The CM shall work with the Town, the OPM and the Architect to determine the number and make-up of the subcontractor bid packages. The CM shall stimulate subcontractor interest in the project in order to solicit bids for each trade from at least three (3) qualified subcontractors. The CM shall review bids from prospective subcontractors and shall evaluate the bids along with the Town, the OPM and the Architect in order to determine the most responsive bidder for each trade. All bids from subcontractors and quotes for any other direct construction cost item, including materials, shall be provided to the Town in an "open book" process at all times during all phases of the project.

The CM shall evaluate each of these subcontractors' bids against the baseline construction budget and where necessary, shall recommend appropriate value engineering items for consideration by the Town in order to correct and/or avoid potential cost overruns. The CM shall re-bid subcontract packages where necessary, based on approved Town value engineering items to ensure that the Town's construction budget is met.

13. <u>Development of a Guaranteed Maximum Price</u>: After award of the CM Contract, the CM and the Owner shall develop a Guaranteed Maximum Price (GMP) for performing the Construction Phase services. The GMP provisions are described in Section 6.7 of the Contract:

GMP = General Conditions + Cost of Work + CM's Fee + Construction Contingency

The CM's proposed GMP shall include a Construction Contingency as described in Section 7.2 of the Contract. The Town may ask the CM to proceed with certain Construction Phase services for the Project at an agreed upon price prior to the time that the CM's Pre-Construction Services are complete and prior to the negotiation of the GMP. This work will be awarded utilizing Interim GMPs (IGMPs).

G. Construction Services Plan: The Offeror shall submit its plan for managing the construction of the Project. The plan shall explain the Offeror's management structure and methodology for project management, the logistics and sequencing of the Work, methods of maintaining the safety of faculty and students during construction and, in broad terms, means and methods of performing the Work. It should indicate the Offeror's project specific program for quality assurance and quality control. The Offeror shall describe how they will comply with requirements for schedule development, cost loading, resource loading, monthly schedule updates, and weekly project meeting review of the look-ahead schedule. The plan should address how the Offeror will achieve coordination among and between trades. The plan should discuss the steps the Offeror will take to minimize change orders and claims. The plan shall address how the Offeror will propose to commission all of the building systems. The plan should include a list of the Managerial and Technical Personnel who will be involved in managing the Project during the Construction Phase, and the start date and duration for each such person. Unless the plan indicates otherwise, staffing commitments shall be assumed to be full-time for this Plan.

The CM shall furnish construction administration and management services to construct the project in an expeditious and economical manner consistent with the interests of the Town. The CM shall work closely with the Town, the OPM and the Architect on specific tasks listed below and all other work included in the Contract and that is ordinarily performed by a Construction Manager during the Construction Phase of a project:

- 1. Execute Sub-Contracts: Within twenty-one (21) days after executing the Agreement for Construction Phase Services, the CM shall enter into subcontracts with the successful bidder approved by the Town in each trade and the Town's General Conditions and Supplementary General Conditions shall be incorporated into each subcontract.
- 2. <u>Permits:</u> The CM shall obtain and pay for all required construction-related permits including but not limited to building permit.
- 3. <u>Bonds and Insurance:</u> The CM shall furnish all bonds and insurance for itself and all subcontractors as required by the contract documents.

- 4. <u>On-Site Management:</u> The CM shall provide and maintain a construction site office and provide all site management and administration necessary to meet the contract requirements and to complete the project. The CM shall provide and maintain a separate construction site office for the Project Manager and Architect.
- 5. <u>Subcontractors</u>: The CM shall manage and coordinate the work of all subcontractors and others engaged in the construction of the project. The CM shall obtain from subcontractors all shop drawings, samples, product literature as required by the Construction Documents. The CM shall review materials for accuracy, completeness, appropriateness and coordination purposes both before forwarding them to the Architect for review and after the Architect returns the reviewed submittal. All critical path submittals from the subcontractors shall be evaluated by the CM and incorporated into the CM's overall critical path schedule for the construction.
- 6. <u>Administrative Procedures:</u> With input from the Town, the OPM and the Architect, the CM shall, implement procedures for reviewing and processing requests for information or clarifications and interpretations of the Contract Documents; shop drawings, samples, and all other submittals, contract schedule adjustments, change order proposals, proposals for substitutions, payment applications, as-built drawings and maintenance logs.
- 7. <u>Supervision:</u> The CM shall continuously supervise and observe all construction work in progress to ensure that the work is proceeding in accordance with the construction contract documents. A construction superintendent licensed in Massachusetts will be present onsite whenever construction activities occur.
 - The CM shall develop and implement an Indoor Air Quality Management Plan for the Construction and Preoccupancy Phases. The IAQ Plan shall meet the requirements of "IAQ Guidelines for Occupied Buildings under Construction" as published by SMACNA as referenced in the Department of Education Regulations 38.03 (13) and LEED requirements.
- 8. Sustainability: The Project will be designed to meet the USGBC's LEED v4 Silver certification for Schools. The CM will coordinate closely with the Designer throughout the Project to develop and implement the LEED v4 process. In addition, if specific environmental sustainability initiatives are required by the construction documents, the CM shall develop and implement procedures and supervise construction activities to assure conformance with such requirements. The CM will be responsible for implementing the appropriate means and methods as well as providing proper documentation for means, methods and products used by them or their subcontractors consistent with the specific project LEED goals. Possible construction-related environmental sustainability initiatives may include items such as those listed below and/or others:
 - Erosion and sedimentation control

- Fundamental building systems commissioning
- Use of recycled materials
- Use of low-emitting materials
- Use of materials that were extracted, manufactured or fabricated locally
- Development and implementation of a Construction Waste Management Plan
- 9. <u>BIM</u>: Coordinate with all trade contractors and non-trade contractors as the BIM model is developed, and throughout the Project. Utilize the BIM model to avoid and resolve potential coordination conflicts related to the different trade elements of the project and as a basis for cost estimates and submittals. All source documentation and data generated for the Project will be provided to the Town and will become the property of the Town upon completion of the Project. The CM shall work with the Town to determine the format of the final BIM product to ensure that, upon completion of the Project, it will serve as an effective tool for the ongoing maintenance of the Project.
- 10. <u>Meetings:</u> The CM shall hold, run, organize and lead weekly project meetings and other construction progress meetings with the Town's representatives, the OPM and the Architect as required. The CM shall also conduct regular meetings at the site with the subcontractors. In addition, and as requested, the CM shall meet to report on construction progress to the Town and the OPM at regular intervals throughout the Project. The CM shall meet with school staff as required to update and inform them of safety procedures, and project milestones. The CM shall record Draft Meeting Minutes of all Construction Meetings in a format approved by the OPM and shall forward in a timely manner to the OPM for review and distribution.
- 11. <u>Quality Control Program:</u> The CM shall develop and implement a Quality Control Program, which shall include review, approval, monitoring and enforcement of the quality control program of all subcontractors. The CM shall coordinate the installation of mock-up areas as indicated on the documents.
- 12. <u>Safety Program:</u> The CM shall develop and implement a project-wide safety program, which shall include review, approval, monitoring and enforcement of the program for subcontractors. The CM shall be responsible for enforcement and monitoring of the Town's CORI/SORI program requirements with regard to all personnel securing clearance to work at the site on all phases of work.
- 13. Reports: The CM shall furnish to the Town's project representative monthly reports concerning the progress of the work which addresses: (a) compliance with the construction schedule, and weekly reports for (b) progress made by each subcontractor, (c) status of shop drawings and submittals, (d) status of change orders and (e) other matters relating to the progress of work as directed by the Town. In addition, and as requested, the CM shall meet to report on construction progress to the Town at regular intervals throughout the project. The CM shall provide the Change Order Log in a format that is acceptable to the OPM and shall export to the OPM in MS Excel monthly or as requested.

- 14. <u>Substantial Completion:</u> The CM shall advise the Architect and OPM when it considers each phase of the work to be substantially complete and shall prepare a list of incomplete work and work which does not conform to the 'requirements of the construction documents.
- 15. Record Keeping: The CM shall maintain complete and accurate records, including (a) correspondence, (b) meeting notes and minutes, (c) shop drawings and submittals, (d) construction documents including change orders, (e) clarifications and interpretations of the construction documents issued by the Architect, (f) progress reports including observations of testing performed, (g) as-built drawings (h) accounting records, (i) prevailing wage certificates and (j) all other project related documents.
- 16. Construction Kickoff Meeting: With the Town's OPM, the CM shall conduct a construction kickoff meeting with appropriate representatives from the CM's team, the design team and the school staff. The CM shall prepare for the meeting documents that establish job procedures (e.g. for managing project communications, for ensuring job-site safety, for scheduling meetings and field testing/inspections and for processing clarifications, change orders, shop drawings, progress payments).
- 17. <u>Update the Master Project Schedule:</u> The CM shall update the Master Project Schedule each month. The CM shall review and approve the subcontractors' schedules for compliance with the individual requirements of each trade subcontract and the overall Master Project Schedule. The CM shall review and approve subcontractors' proposed construction schedule for logic, reasonableness and conformance to the requirements of the Contract Documents. The CM shall conduct a daily review of the subcontractors' progress and conformance with monthly updated construction schedules.
- 18. Review Monthly Progress Payment Requests: The CM shall review and approve subcontractors' monthly progress payment requests and shall compare the requested payments to actual work complete in accordance with the pre-approved Schedule of Values presented by the subcontractor at the beginning of construction. The CM shall combine invoices and prepare an Application and Certification for Payment (AIA Form G702) which shall include a current overall Schedule of Values including any requested application of the Construction Contingency. The CM shall provide all Applications for Payment in the format required by the OPM which does not alter the Schedule of Values to reflect Change Orders but which instead lists such changes "below the line," The CM shall submit four (4) copies to the Architect for approval and recommendation for payment by the Town. The Schedule of Values are to be in CSI format.
- 19. <u>Project Cash Flow:</u> Within thirty (30) days of the execution of the Notice to Proceed into the Construction Phase, the CM shall submit a project cash flow projection showing how the GMP is anticipated to be spent on a month to month basis

- throughout the anticipated construction period. Thereafter, the CM shall provide monthly updated cash flow projections for each month of construction.
- 20. <u>Act as Liaison:</u> The CM shall work with the Town in order to minimize any construction-related disruption and impacts to adjoining neighborhoods. The CM shall coordinate with the neighborhoods the scheduling of any work that may have an impact on the adjoining neighborhoods.
- 21. <u>Clarify Design:</u> The CM shall coordinate and address subcontractors' Requests for Information (RFI's) with the Architect. RFI's shall be tracked through the field office by the CM. The Architect shall be responsible for interpretations and clarifications of the Contract Documents. The Architect shall prepare sketches to clarify Contract Documents where necessary. The CM shall be responsible for managing the clarifications and interpretation process.
- 22. <u>Coordinate and Supervise Subcontractors Work</u>: Throughout construction, the CM shall provide direct supervision, scheduling and problem resolution for subcontractors.
- 23. <u>Provide Necessary Personnel</u>: The CM shall provide all necessary construction management, supervisory and clerical staff for the proper management of the construction of the project.
- 24. <u>As-Built Drawings:</u> Throughout the Construction Phase of the project, the CM shall develop and maintain detailed as-built drawings (updating the BIM model) and shall monitor the subcontractors to ensure that other such drawings are prepared thoroughly and in a timely manner. At the completion of the project and prior to submission of its final application for payment, the CM shall submit to the Architect for review and approval all of the as-built drawings. Progress submissions will be required at the completion of each phase of the work.
- 25. Project Closeout Procedures: The CM shall develop and implement procedures for the orderly completion of punch list items and for the final inspection, testing, programming and initial operation of all equipment and systems. The CM and the subcontractors shall participate, as required by the Town's Commissioning Agent, in startup, testing and adjusting of the projects mechanical electrical and plumbing systems in order to satisfy the testing program developed by the Commissioning Agent. The CM shall prepare a recommendation for the final acceptance of the project after the subcontractors have corrected deficient work and satisfied all contract conditions. The CM shall prepare a final payment request and final report. The CM shall coordinate all training for the school on the use of the new building systems.
- 26. <u>Project Closeout Documents:</u> The CM shall provide a complete set of contract files to the Town's representative which shall include, but not be limited to, as-built drawings, operation and maintenance manuals, additional materials and warranties.

- 27. <u>Post Construction Responsibilities</u>: The CM shall ensure performance of all warranty obligations, resolution of all claims and other post construction requirements.
- 28. Quality: CM shall construct a facility of quality, durability, operability and maintainability. The quality of construction as to construction type mechanical systems, electrical systems, plumbing systems, telephone systems, computer network, audio-visual systems hardware, fixtures, equipment, building appurtenances and all other aspects of the project shall be consistent with the level of design intent in overall quality developed during the Pre-Construction Phase of the project. The quality of construction shall be consistent with state, local and federal laws and regulations.
- 29. <u>Liquidated Damages</u>: Time is of the essence and the CM will be responsible for the payment of liquidated damages for each calendar day that the substantial completion of each phase of the work is late in accordance with the Contract. The Proposers attention is directed to the provisions of Article 4.4 of the Owner-Construction Manager Agreement, attached hereto and Section H below.
- H. Preliminary Project Schedule: After meeting with the Michael Driscoll School Building Advisory Committee, LeftField and Jonathan Levi Architects, the Offeror shall submit its proposed Construction Project Schedule. The Construction Project Schedule will be used as a meaningful management tool for Pre-Construction and Construction Services. The Construction Project Schedule should demonstrate that the Offeror has a clear understanding of the project requirements and how activities will be sequenced. The bar chart form will show the start dates, activity durations, and finish dates for at least the thirty largest (or most critical) Subcontractors. Each CM activity for Pre-Construction and Construction Services must be identified. The critical path must be indicated on the schedule. The Preliminary Project Schedule shown in Section 2.1 is the proposed timetable for this project. Offerors may propose revisions to the timing or sequence of events and present an alternate schedule for consideration by the Town of Brookline in their proposal. The advantages to the Town of Brookline of the alternate schedule must be explained clearly.
- I. <u>Self-Performing Work:</u> List any scope(s) of work that the CM may be interested in self-performing. With the exception of general carpentry and general labor, please provide examples of sub-trade categories of work that CM customarily self performs and may perform on the Project.
- J. <u>Legal Proceedings</u>: List any legal proceeding, administrative proceeding arbitrations and any matters being investigated by the Massachusetts Inspector General, whether currently pending or concluded within the past five (5) years that involved a construction project and or a construction contract in which your firm was named a party. Include a narrative statement that summarizes the basis of the disputes presented in the legal proceedings.

K. OTHER REQUIRED ATTACHMENTS

- 1. Offeror's DCAMM Certificate of Eligibility (Form CQ7)
- 2. DCAMM Prime/General Contractor Update Statement (Form CQ3)
- 3. Non-Collusion Affidavit (provided in Section 3.3)
- 4. Information Sheet (provided in Section 3.3)
- 5. Affidavit of Compliance (provided in Section 3.3)
- 6. Affidavit of Prevailing Wage Compliance (provided in Section 3.3)
- 7. Certification of Tax Compliance (provided in Section 3.3)
- 8. Surety Commitment Letter at 110% of the Stated Construction Cost

3.3 NON PRICE PROPOSAL FORMS AND ATTACHMENTS

Forms and Attachments to be included in the Non-Price Submissions are included below. They shall be submitted in the Non-Price Proposal Binder and must be filled out in black ink. Please note, the Offeror's DCAMM Certificate of Eligibility and DCAMM Prime/General Contractor Update Statement and Surety Commitment Letter must also be attached in Section K in the order indicated.

FORM A REQUEST FOR PROPOSAL RESPONSE FORM MICHAEL DRISCOLL SCHOOL – BROOKLINE, MA

To The Town of Brookline: The undersigned proposes to furnish all Construction Management Services required by the Town of Brookline for the Michael Driscoll School, Brookline, MA in accordance with the Request for Proposal, all documents contained in the Request for Proposal or referred to therein, addenda or clarifications issued in regard to that RFP, namely addenda numbered ______ for the price stated in a separate form, submitted in a separate envelope. The undersigned declares that it has carefully examined all the documents noted above and also the site where the proposed work is to be performed. The undersigned certifies that this offer fully complies with all of the requirements of the Request for Proposal. The undersigned hereby acknowledges that if selected it will be obligated to meet the MBE and WBE goals for the project and certifies that it will meet or exceed these goals. The undersigned further certifies that if selected, it will execute a contract in accordance with the terms stated in the RFP, addenda thereto, documents referred to therein, and prior to the commencement of construction the undersigned will furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Town of Brookline, each in the sum of the estimated value of the construction project, the premiums of which are to be paid by the undersigned and are included in the proposal price. The undersigned hereby certifies that it is able to furnish for any work at the site of installation labor that can work in harmony with all other elements of labor employed or to be employed on the work at the site of installation, and that it will comply fully with all laws and regulations applicable to the award of the contract for this work. The undersigned also hereby certifies that it is the only person interested in this proposal: that it is made without any connection with any other person making any proposal for the same work: that the undersigned company has not influenced or attempted to influence any other person or corporation to file a proposal or to refrain from doing so or to influence the terms of the proposal of any other person or corporation; and that this proposal is made in good faith without collusion or connection with any other person bidding for the same work. I certify, under the pains and penalties of perjury, that all of the above statements are true. (Signature of Authorized Representative) By:

Title:

Date:

Attachment K.1 DCAMM CERTIFICATE OF ELIGIBILITY AND DCAMM PRIME/GENERAL CONTRACTOR UPDATE STATEMENT

Offeror must attach two (2) documents:

- o a copy of its current **DCAMM Certificate of Eligibility** (Form CQ7) meeting the requirements set forth above in this RFP; *and*
- o a completed and signed **DCAMM Update Statement** (Form CQ3)

Attachment K.2

NON-COLLUSION AFFIDAVIT

The undersigned hereby declares under the penalties of perjury that they have carefully examined the Request for Proposals, Sample Contract and General Conditions, Schematic Design outline specifications and plans referred to and also the site upon which the proposed work is to be performed.

The undersigned also hereby certifies under the penalties of perjury that the Offeror is the only entity interested in this proposal; that it is made without any connection with any other person making any bid for the same work, that no person acting for, or employed by, the Town of Brookline is directly or indirectly interested in this proposal, or in any contract which be made under it, or in expected profits to arise therefrom; and without directly or indirectly influencing or attempting to influence any other person or corporation to bid or to refrain from bidding or to influence the amount of the bid of any other person or corporation; and that this proposal is made in good faith without collusion or connection with any other person bidding for the same work; and that this proposal is made with distinct reference and relation to the plans and specifications prepared for this contract and herein mentioned. The undersigned further declares that in regard to the conditions affecting the work to be done and the labor and materials needed, this proposal is based solely on Offeror's own investigation and research and not in reliance upon any representation of any employee officer or agent of the Town of Brookline.

No oral, written or telegraphic amendments to this bid will be accepted. An Offeror wishing to amend this proposal after transmittal to Owner may do so only by written notice received by Owner in the office designated in the request for proposal prior to the time and date set for the opening of proposals.

Name of Offeror:	
	Company or Joint Venture Name
	Authorized Representative Signature
	Print Name and Title

Attachment K.3

INFORMATIONAL SHEET

A.	If a Corporation:		
	Incorporated in what	State:	
	President:	_	
	Treasurer:	_	
	Secretary:	-	
B.	If a foreign corporation	on, are you registered to do business in Massachusetts?)
	Yes	No	
	General Laws Ch. 30 Section, a certificate	or Selection for this work, you-are required under a Sec. 39L to obtain from the Secretary of State, Foreign e stating that your corporation is registered, and to M prior to award of the contract.	n Corporations
C.	If a partnership, name	e all partners on attached sheet.	
D.	If an individual:		
	Name:		
	Residence:		
E.	If an individual doing	business under a firm name:	
	Name of Firm:		
	Business Address:		
	Name of Individual:_		

Attachment K.4 AFFIDAVIT OF COMPLIANCE

Massachusetts Business Corp.	Foreign Corp.	Non-Profit Corp.
I, President	Clerk	of
, pr	rincipal office is located at	
I do hereby certify that the above na certificates and annual reports required Chapter 181, Sec. 4 (foreign corporation the Massachusetts General Laws.	ed by Chapter 156B Sec.	109 (business corporation), by
SIGNED UNDER THE PENALTIES C	OF PERJURY this	_day of, 20
Signature of Duly Authorized Corporate	e Officer	

Attachment K.5 AFFIDAVIT OF PREVAILING WAGE COMPLIANCE (C. 149, S. 26 AND 27)

Ι		, of the
Name	Title	
Offeror's Company Name	_, with a principal office i	s located at
do hereby certify that the above na set forth in Sections 26 and 27 of t		ply with the prevailing wage laws as Laws.
SIGNED UNDER THE PENALT	TIES OF PERJURY this	day of, 20
Signature of Duly Authorized Cor	porate Officer	

Attachment K.6 CERTIFICATION OF TAX COMPLIANCE

TOWN OF BROOKLINE, M	A	
Pursuant to M.G.L. Ch. 62c. s	ec. 49a.	
I,		
President,	, Clerk,	, Partner, of
		, hereby certify under penalties of perjury
that		has, to my best knowledge and belief, filed all state
tax returns and paid all state ta	axes required	under law.
Federal Identification Number or Social Security Number	r	Company Name
		Signature
		Name of Duly Authorized (type/print)
		Title/Company Position

Attachment K.7

SURETY COMMITMENT LETTER AT 110% OF THE UPPER LIMIT OF THE ESTIMATED CONSTRUCTION COST RAGE

Offeror must attach a letter from a surety company evidencing that the surety company will provide respondent with payment and performance bonds for the Project in an amount equal to or greater than 110% of \$92,000,000 which is the upper limit of the estimated construction cost range.

SECTION FOUR: SUBMISSION REQUIREMENTS: PRICE SUBMISSION

4.1 PRICE PROPOSAL SUBMISSION INSTRUCTIONS

The lowest price proposal shall not necessarily be awarded the contract.

The Offeror shall submit one (1) signed original and eight (8) collated and stapled copies of the Price Proposal Forms (Forms B, C and D) in a large, sealed envelope. In addition, one (1) electronic CD or thumb/flash drive, containing a price proposal spreadsheet document in Excel format (to be provided by LeftField at the time of the RFP), shall be submitted in a <u>separate</u>, sealed envelope. Review submission requirements in Section 3.1 for packaging of the entire proposal. If the Offeror is proposing any modifications to the proposed schedule, any impacts to the price proposal should be clearly indicated and explained.

4.2 FORMS

All forms for the Price Proposal Submission are included in the following pages and listed below. They must be submitted in the Price Proposal Envelope. Fill out all sections completely including quantities, unit costs, lump sum costs, percentages and other information requested.

Form B - Construction Manager Services Fee Proposal Form

This form summarizes all CM Services based on Forms (C) and (D) to provide a Total Cost of Construction Management. Fee/Profit is to include CM's profit and overhead, expressed as a total fixed fee.

■ Form C - Schedule of Construction Management Costs – Pre-Construction Phase

List the Pre-Construction Phase management costs as a Schedule of Values. C M is to list all applicable staff members; Consultants (if applicable), Pre-Construction General Conditions and any "other" costs that may be applicable.

Personnel costs are to include all mark-ups for wages, insurance, taxes, and benefits for the proposed personnel identified as performing Pre-Construction services. In addition, the CM is to also include any component of a CM FEE within the rates. Note - the CM shall not be entitled to any CM FEE for performing Pre-Construction Phase services. Pre-Construction General Conditions Expenses should be a monthly not to exceed amount (with separate amounts for the DD/CD/BID Phases) and shall include all expenses related to Pre-Construction services not identified as part of the personnel costs. The CM shall pay for all expenses relating to the Prequalification and Procurement of all Subcontracts as part of the Pre-Construction General Conditions cost. The Pre-Construction General Conditions cost of the plans and specifications for the of Trade Contractors and, Prequalification and Request for Bids for Trade Contractors. The Pre-Construction General Conditions should include the reproduction cost of plans and specifications for all other subcontractors. The Town of Brookline will provide copies of the plans and specifications for Trade Contractor bidding. There will be no markup allowed on reproduction costs for any CM Subcontractor procurement.

■ Form D - Schedule of Construction Management Costs – Construction Phase

List the Construction Management costs during the Construction Phase. General conditions are to be scheduled and values attached as indicated. Estimated values must be provided for all items even if this work is intended to be subcontracted to others. The Town of Brookline reserves the right to negotiate any of the General Conditions costs during the development of the GMP and upon execution of the GMP to convert some or all General Condition costs to a lump sum(s). Cost of Work items will be formulated during the Pre- Construction phase and values assigned.

Form D is required to be submitted as both a hardcopy print and as an Excel file (on either a thumb drive or CD) and must accompany your proposal. Please note that a duplicate copy of Form D is provided to allow Offerors to show the costs associated with an alternative Construction Schedule that they may propose but are not required to propose. Form D is required but Form D.1 is optional.

FORM B (for Baseline Project Schedule) CONSTRUCTION MANAGER SERVICES FEE PROPOSAL FORM Michael Driscoll School, Brookline, MA

A. PRE-CONSTRUC	CTION PHASE (From Form	1 C):	
Pre-Construction Ser	vices Fee:	per month for	_ months
Anticipated Total Pre	e-Construction Services Cost	of: \$	(Line 1)
B. CONSTRUCTIO	N PHASE (From Form D):		
Fee / Profit (Insert Total Amount)	\$	(Line 2)
General Conditions ((Provide Schedule of		\$	(Line 3)
TOTAL COST OF C	ONSTRUCTION MANAG	EMENT \$	(Total of lines 1-3
Firm Name:			
By:	(Signature of Authorized Repres	entative)	
Name of Signatory:	(type/print)		
Title:			
Date:			

FORM B.1 (for Optional Alternative Project Schedule) CONSTRUCTION MANAGER SERVICES FEE PROPOSAL FORM Michael Driscoll School, Brookline, MA

A. PRE-CONSTRUC	CTION PHASE (From Form C):		
Pre-Construction Ser	vices Fee:	_ per month for	months
Anticipated Total Pre	e-Construction Services Cost of:	\$	(Line 1)
B. CONSTRUCTIO	N PHASE (From Form D):		
Fee / Profit (Insert Total Amount)	\$	(Line 2)
General Conditions (Provide Schedule of		\$	(Line 3)
TOTAL COST OF C	ONSTRUCTION MANAGEME	NT \$	(Total of lines 1-3
Firm Name:			
Ву:	(Signature of Authorized Representative	ve)	
Name of Signatory:	(type/print)		_
Title:			
Date:			

FORM C SCHEDULE OF CONSTRUCTION MANAGEMENT COSTS PRE-CONSTRUCTION PHASE

	Hourly Rate	Hours per Month	Monthly Total
List of Staff with Titles		•	_
		Total Staff	
		Cost/Month	
List of Pre-Construction Consultant Costs			
		Total Costs/Month	
List of "other" Pre-Construction Costs			
		Total Costs/Month	
TOTAL PRE-CONSTRUCTION COSTS PER MONTI	I		

FORM D (for Baseline Project Schedule) SCHEDULE OF CONSTRUCTION MANAGEMENT COSTS: CONSTRUCTION PHASE

	Duration in Months	% Allocated Time	Monthly Rate	Schedule of Values
A. List of Project Management Staff with Titles				
	•	ı	Subtotal A: PM	
			Staff	

	Duration in Months	% Allocated Time	Monthly Rate	Schedule of Values
B. List of Staff Field Staff with Titles				
			Subtotal B: Field	

Staff

FORM D (for Baseline Project Schedule) CONTINUED SCHEDULE OF CONSTRUCTION MANAGEMENT COSTS: CONSTRUCTION PHASE

	Duration in Months	% Allocated Time	Monthly Rate	Schedule of Values
C. List of Clerical Staff with Titles				
			Subtotal C: Clerical Staff	

	Rate/\$1,000	Project Estimate	Schedule of Values
D. Insurance Costs and CM Bond Costs (Please itemize)			
		Subtotal D: Insurance	

FORM D (for Baseline Project Schedule) CONTINUED SCHEDULE OF CONSTRUCTION MANAGEMENT COSTS: CONSTRUCTION PHASE

Fill in amounts for all items even if the work is to be subcontracted unless included in Sections A, B, C or D above

Sections A, B, C of D above	
E. Additional General Conditions Categories Schedule of Values	Schedule of Values
Construction Manager Field Office Trailers	
CM Telephone, Fax and Site Communications	
CM Field Office Supplies, Equipment & Furniture	
Owners Field Office Trailers	
Owners Telephone, Fax and Site Communications	
Owners Field Office Supplies, Equipment & Furniture	
Cleaning of CM and Owners Field Office Trailers	
Postage, Shipping and Courier Services	
Reprographics	
Management of Plans & Specifications	
Computer IT Time/Software (field office)	
Project Vehicles/Maintenance	
Travel Expenses	
Rental Costs of Machinery and Equipment	
Storage Trailers and Containers	
Job Site Safety & Protection	
Safety Manager & Labor	
Safety Materials	
Project and Site Traffic Signage	
Debris Removal and Dumpsters	
Rodent and Pest Control	
Building Layout Control and Engineering	
Record Drawings	
Project Photos	
Interim Air Quality Management & Readings	
Interim and Final Cleaning for Site and Building	
LEED Supervision and Assistance	
Contaminated Soil Removal Supervision of Work	
ACM & Hazardous Material Abatement Supervision	
Temporary Toilet Rental and Services	
Other - list if any	
Subtotal E: Additional GC's:	
TOTAL GENERAL CONDITIONS (SUM A thru E)=	
If a CM proposes to use laborers (their own forces) on site, the CM is to pro-	vide a breakdown of the actual cost
of the laborer and any mark-ups in the following format (Include on separate s	heet, a detailed breakdown of mark-

ups and burden): Rate_____+ Any Mark-ups_____= Total Proposed Rate:_____

FORM D (for Baseline Project Schedule) CONTINUED

SCHEDULE OF CONSTRUCTION MANAGEMENT COSTS: CONSTRUCTION PHASE

Please note: The following cost items are not to be included in the CM's cost for General Conditions above for the purpose of determining the CM's Price Proposal. The Costs for these items shall be included as a "Cost of Work" at the time the GMP is negotiated with the selected CM.

Cost of Work Categories
Permitting
Temporary Water & Sewer service and Distribution
Temporary Water Consumed
Temporary Electric Power Service
Temporary Electric Town Consumed
Temporary Heating System
Temporary Heating Fuel Consumed
Emergency Diesel Generator Fuel Consumed
CORI Implementation and Management
Temporary Barriers
Site Enclosure Fences and Gates
Temporary Walkways
Temporary Paving
Security Enclosures
Police Details
Fire Watch Details
Temporary Lighting
Temporary Fire Protection
Watchman and Site Security
Staging and Hoisting
Temporary Stairs
Dust Control
Winter Conditions
Weather Protection
Interim Air Quality Management & Readings
Permanent Utility Costs
Sub-Contractor Insurance and Bonds
Dewatering Including Contamination Treatment
Subcontractors (Material, Equipment and Labor)
Snow Removal

FORM D.1 (for Optional Alternative Project Schedule) SCHEDULE OF CONSTRUCTION MANAGEMENT COSTS: CONSTRUCTION PHASE

	Duration in Months	% Allocated Time	Monthly Rate	Schedule of Values
A. List of Project Management Staff with Titles				
			Cubtotal A. DM	
			Subtotal A: PM Staff	

	Duration in Months	% Allocated Time	Monthly Rate	Schedule of Values
B. List of Staff Field Staff with Titles				
			Subtotal B: Field	

Staff

FORM D.1 (for Optional Alternative Project Schedule) CONTINUED SCHEDULE OF CONSTRUCTION MANAGEMENT COSTS: CONSTRUCTION PHASE

	Duration in Months	% Allocated Time	Monthly Rate	Schedule of Values
C. List of Clerical Staff with Titles				
			Subtotal C: Clerical Staff	

	Rate/\$1,000	Project Estimate	Schedule of Values
D. Insurance Costs and CM Bond Costs (Please itemize)			
		Subtotal D: Insurance	
		Costs	

FORM D.1 (for Optional Alternative Project Schedule) CONTINUED SCHEDULE OF CONSTRUCTION MANAGEMENT COSTS: CONSTRUCTION PHASE

Fill in amounts for all items even if the work is to be subcontracted unless included in Sections A, B, C or D above

Sections A, B, C of D above	
E. Additional General Conditions Categories Schedule of Values	Schedule of Values
Construction Manager Field Office Trailers	
CM Telephone, Fax and Site Communications	
CM Field Office Supplies, Equipment & Furniture	
Owners Field Office Trailers	
Owners Telephone, Fax and Site Communications	
Owners Field Office Supplies, Equipment & Furniture	
Cleaning of CM and Owners Field Office Trailers	
Postage, Shipping and Courier Services	
Reprographics	
Management of Plans & Specifications	
Computer IT Time/Software (field office)	
Project Vehicles/Maintenance	
Travel Expenses	
Rental Costs of Machinery and Equipment	
Storage Trailers and Containers	
Job Site Safety & Protection	
Safety Manager & Labor	
Safety Materials	
Project and Site Traffic Signage	
Debris Removal and Dumpsters	
Rodent and Pest Control	
Building Layout Control and Engineering	
Record Drawings	
Project Photos	
Interim Air Quality Management & Readings	
Interim and Final Cleaning for Site and Building	
Mass CHP's Supervision and Assistance	
Contaminated Soil Removal Supervision of Work	
ACM & Hazardous Material Abatement Supervision	
Temporary Toilet Rental and Services	
Other - list if any	
Subtotal E: Additional GC's:	
TOTAL GENERAL CONDITIONS (SUM A thru E)=	
If a CM proposes to use laborers (their own forces) on site, the CM is to prov	ride a breakdown of the actual cost
of the laborer and any mark-ups in the following format (Include on separate sh	neet, a detailed breakdown of mark-

ups and burden): Rate_____+ Any Mark-ups____=Total Proposed Rate:_____

FORM D.1 (for Optional Alternative Project Schedule) CONTINUED

SCHEDULE OF CONSTRUCTION MANAGEMENT COSTS: CONSTRUCTION PHASE

Please note: The following cost items are not to be included in the CM's cost for General Conditions above for the purpose of determining the CM's Price Proposal. The Costs for these items shall be included as a "Cost of Work" at the time the GMP is negotiated with the selected CM.

Cost of Work Categories
Permitting
Temporary Water & Sewer service and Distribution
Temporary Water Consumed
Temporary Electric Power Service
Temporary Electric Town Consumed
Temporary Heating System
Temporary Heating Fuel Consumed
Emergency Diesel Generator Fuel Consumed
CORI Implementation and Management
Temporary Barriers
Site Enclosure Fences and Gates
Temporary Walkways
Temporary Paving
Security Enclosures
Police Details
Fire Watch Details
Temporary Lighting
Temporary Fire Protection
Watchman and Site Security
Staging and Hoisting
Temporary Stairs
Dust Control
Winter Conditions
Weather Protection
Interim Air Quality Management & Readings
Permanent Utility Costs
Sub-Contractor Insurance and Bonds
Dewatering Including Contamination Treatment
Subcontractors (Material, Equipment and Labor)
Snow Removal

SECTION FIVE: OPENING OF PROPOSALS AND EVALUATION PROCESS

5.1 OPENING OF PROPOSALS

The Town of Brookline will not open Proposals publicly but shall open them in the presence of one or more witnesses. Until completion of the selection process, the contents of the Proposals shall remain confidential and shall not be disclosed to competing Offerors and will not be public documents. At the opening of Proposals, the Town of Brookline shall prepare a register of Proposals. The register of Proposals shall be open for public inspection.

5.2 EVALUATION PROCESS

- A. The Selection Committee shall prepare their evaluations based on the criteria set forth in Section 6 of the Request for Proposals.
- B. Based on proposals and interviews, the Selection Committee shall assign each an evaluation rating of highly advantageous, advantageous, not advantageous, or such additional rating as the Committee finds reasonable, and shall specify in writing a composite rating for each Proposal and the reasons for such composite rating. The Selection Committee will then consider the Price Proposals. The differences between Proposal ratings on the non-price Proposals will be weighed against differences in the Price Proposals in determining the most advantageous Proposal. After considering the Price and Non-Price portions of the Proposals, the Selection Committee will rank the Proposals based on the combined ranking of the Price and Non-Price Proposals.
- C. Proposals will be evaluated by the Selection Committee based on the criteria described in Section 6. Price will not be the single determining factor in the evaluation and selection of Proposals. The evaluation criteria and the method of evaluation are designed to ensure competition among the Offerors.
- D. The Selection Committee may request that a Proposer clarify a portion of its Proposal.
- E. Following the interviews, the Selection Committee may, but shall not be required to, consider modifications to the Contract, or any other aspect of the Project. Any modification determined by the Town of Brookline to potentially impact fairness of the selection process, will be issued to all of the Offerors by addendum. The Town of Brookline, in response to such addendum or otherwise, may, but shall not be required to, permit the Offerors to submit a revised Proposal. Following the submission of revised Proposals, if any, the Selection Committee shall complete the evaluation process using the criteria set forth in Section 6. The Selection Committee may rely upon information previously submitted by the Offeror in response to the Request for Qualifications.

The Town of Brookline shall determine the most advantageous Proposal based upon the ratings given to the Proposals by the Selection Committee. If the Town of Brookline is unable to finalize a contract for Construction Management Services that is in the Town's best interests, the Town of Brookline may offer the Contract to the next most advantageous Proposal based upon the rankings made by the Selection Committee.

SECTION SIX: EVALUATION CRITERIA

6.1 EVALUATION CRITERIA

Proposals will be evaluated based on the Non - Price and Price Components.

A. NON-PRICE PROPOSAL evaluations based upon:

All items listed within Section 3, 3.2 SUBMISSION REQUIREMENTS, with emphasis placed on the following:

- 1. <u>Management and Staffing Plan:</u> Identification of the project team members with specific information on key project personnel strengths. Project organization chart showing communication amongst team members, the school and the Town of Brookline.
- 2. <u>Pre-Construction Services Plan</u>: Detailed descriptions of the project approach during the Pre-Construction phase. Identifying challenges and proposed solutions.
- 3. <u>Construction Services Plan</u>: Construction management plan indicating approach to control cost, schedule, quality, documents and claims.
- 4. Overall Project Plan: Detailed descriptions of the project approach from pre-construction through close-out. Identifying challenges and proposed solutions. Focus shall be placed on site logistics managing harmony for both construction and school operations. Regarding Project Schedule and Phasing, the Offeror can submit an alternate Schedule and Phasing Diagram for consideration. The CM's alternate schedule and logic must be explained clearly. In addition, briefly describe your Firm's document and cost control tracking systems and any web based collaboration abilities.
- 5. <u>Project Schedule and Phasing</u>: Identification of the project and phasing challenges addressing safety of staff and students, access for trades and materials.
- 6. <u>Building Information Modeling</u>: Plan for the Project, which describes in detail, the firm's proposed approach to BIM, including interacting with the Design Team and Subcontractors to use the platform, maximize efficiency, and eliminate design conflicts, and meet any other goals the Town may establish for the use of BIM on the Project.
- 7. <u>Project Logistics Plan</u>: Identifying the challenges faced, and proposed solutions the CM will look to execute, while working on a tight urban site with multiple occupied school buildings.
- 8. <u>Financial Capacity Town</u>; Resubmit your DCAM Certificate of Eligibility and Update Statement as submitted in your SOQ.
- 9. <u>Safety History:</u> Resubmit your workers compensation experience modifiers rating (EMR) for the past three years via documentation from your insurance carrier.

The Selection Committee will rate Proposals by Offerors as highly advantageous if they demonstrate to the satisfaction of the Town that they have provided: effective value engineering and quality control programs, maintained construction progress schedules, controlled and reduced change order costs, effective project safety programs, excellent coordination and management of subcontractors, cooperation and coordination with the owner, and minimizing of claims and disputes. Lower rankings will be applied where Offerors do not demonstrate this level of excellence.

B. PRICE PROPOSAL evaluations based upon:

- 1. Pre-Construction services based on the applicable rates per the listed staff members.
- 2. Fee/Profit for the CM services.
- 3. The estimated cost proposed by the CM for the specified General Conditions (and for alternative General Conditions based on an alternative schedule, should the Offeror choose to submit such).
- 4. Based on proposals and interviews, the Selection Committee shall assign each an evaluation rating of highly advantageous, advantageous, not advantageous, or such additional rating as the Committee finds reasonable, and shall specify in writing a composite rating for each Proposal and the reasons for such composite rating. The Selection Committee will then consider the Price Proposals. The differences between Proposal ratings on the Non-Price Proposals will be weighed against differences in the Price Proposals in determining the most advantageous Proposal. After considering the Price and Non-Price portions of the Proposals, the Selection Committee will rank the Proposals based on the combined ranking of the Price and Non-Price Proposals.

SECTION SEVEN: NEGOTIATION AND AWARD OF CONTRACT

7.1 AWARD OF CONTRACT

- A. Taking into consideration price and the evaluation criteria set forth in the request for proposals, the Selection Committee shall determine the most advantageous proposal from a responsible, responsive, and eligible offeror. The Town of Brookline may condition an award on successful negotiations of any revisions to the proposal recommended in the evaluation. The Town of Brookline shall award the contract by written notice to the selected Offeror within the time for acceptance specified in the request for proposals. The parties may extend the time for contract award by mutual agreement.
- B. Once Town of Brookline has announced the award to a Construction Manager, the Town of Brookline will issue a letter of intent to enter into a contract. The Town of Brookline will not execute a contract until negotiations with the CM are complete. The contract shall be awarded to such Offeror, subject to negotiation of satisfactory provisions concerning compensation to the selected Offeror and any other matters determined appropriate by the Town of Brookline. The Town of Brookline reserves the right to incorporate into the contract all or portions of the selected Offeror's Proposal, with such modifications as are required by the Town of Brookline.
- C. The Town of Brookline may award the contract to the next best ranked CM team, if the Town of Brookline and the selected Offeror fail to execute a contract or the selected Offeror cannot perform under the contract.
- D. The Town of Brookline reserves the right to reject any and all proposals when deemed in the best interests of the Town.
- E. The selected Offeror shall furnish to the Town of Brookline Payment and Performance Bonds of a surety company qualified to issue bonds in the Commonwealth and satisfactory to the Town of Brookline, prior to commencement of construction services. Each bond shall be for the sum of the estimated contract price. Such bonds shall be in form and content satisfactory to the Town of Brookline.

7.2 TIME FOR FINALIZING CONTRACT

The selected Offeror will be notified in writing of the Town's timetable for finalizing and executing the CM Contract. The notice may specify a time, which shall not be less than fifteen (15) business days from the date of the notice, by which such offeror must execute the Contract in the form included in the RFP, modified by the provisions of any applicable addenda, and furnish the certificates of insurance and any other documents required in connection with execution of the Contract. If the selected Offeror fails or refuses to execute the Contract within such time, then, unless the Town of Brookline in its sole discretion elects to extend the time or cancel this procurement, the Town of Brookline may select another Offeror from among the Offerors invited to an interview (and not subsequently rejected), and may award the Contract to such other Offeror, subject to negotiation of a satisfactory contract with such Offeror.

7.3 AWARD WITHOUT NEGOTIATIONS

The Town of Brookline reserves the right to accept the selected Offeror's Proposal as submitted without further negotiation. In such case the notice described in Paragraph 7.2 above shall inform the selected Offeror that there shall be no negotiations and that the Offeror must execute the Contract and meet the other obligations set forth in Paragraph 7.2 within the time stated in the notice.

7.4 SUSPENDED OR DEBARRED OFFERORS

No person or firm disqualified by the Federal Government or under Massachusetts General Laws Chapter 7, Section 38E (e), nor any person or firm suspended or debarred pursuant to Massachusetts General Laws Chapter 29, Section 29F, or any other applicable debarment or disqualification provisions of any other provision of the Massachusetts General Laws or any rule or regulation promulgated there under, shall be eligible for award of this contract.

7.5 RELATED WORK PROHIBITIONS

Neither the successful Offeror selected as the construction manager, nor any affiliate in which the Offeror has an ownership interest, nor any sub consultant or subcontractor (or any of its affiliates) of the Offeror, may participate in any way in provision of the Program Manager or the Designer's services on this Project. If the Offeror is a joint venture, this Paragraph applies to each member of the joint venture.

REQUEST FOR PROPOSALS SUBMISSION CHECKLIST

GENERAL

Offeror addressed the <i>Proposal</i> envelope correctly (i.e., to reference the Project and other required information set forth herein).
Submit one (1) signed and unbound original, eight (8) hard copies (each bound in 3-ring
binders) and one (1) electronic copy of the Non-Price Proposal on flash drive. For the Price

binders) and one (1) electronic copy of the Non-Price Proposal on flash drive. For the Price Proposal, submit one (1) original and eight (8) copies of the forms collated and stapled in a separate sealed envelope clearly labeled "Price Proposal" and include an electronic version of the price proposal spreadsheet in Excel on a flash drive.

NON-PRICE PROPOSAL

Section A:	Request for Proposal Response Form (Form A)
Section B:	Management Plan
Section C:	Staffing Plan
Section D:	Resumes
Section E:	Job Skill Narrative
Section F:	Pre-Construction Services Plan
Section G:	Construction Services Plan
Section H:	Project Schedule
Section I:	Self Performing Work
Section J:	Legal Proceedings
AttachAttachAttachAttachAttach	Other Required Attachments Innent K.1 DCAMM Certificate of Eligibility and Update Statement Innent K.2 Non Collusion Affidavit Information Sheet Innent K.4 Affidavit of Compliance Innent K.5 Affidavit of Prevailing Wage Compliance Innent K.6 Certification of Tax Compliance Innent K.7 Surety Commitment Letter at 110% of Estimated Construction
	Cost

PRICE PROPOSAL

	Form B: CONSTRUCTION MANAGER SERVICES FEE PROPOSAL FORM
	Form C: SCHEDULE OF COSTS: PRE-CONSTRUCTION PHASE
	Form D: SCHEDULE OF COSTS: CONSTRUCTION PHASE
П	FEE PROPOSAL SPREADSHEET in Excel format on flash drive

APPENDIX A:

CONSTRUCTION CONTRACT FOR CONSTRUCTION MANAGER AT RISK SERVICES

APPENDIX B:

GENERAL CONDITIONS OF THE CONTRACT

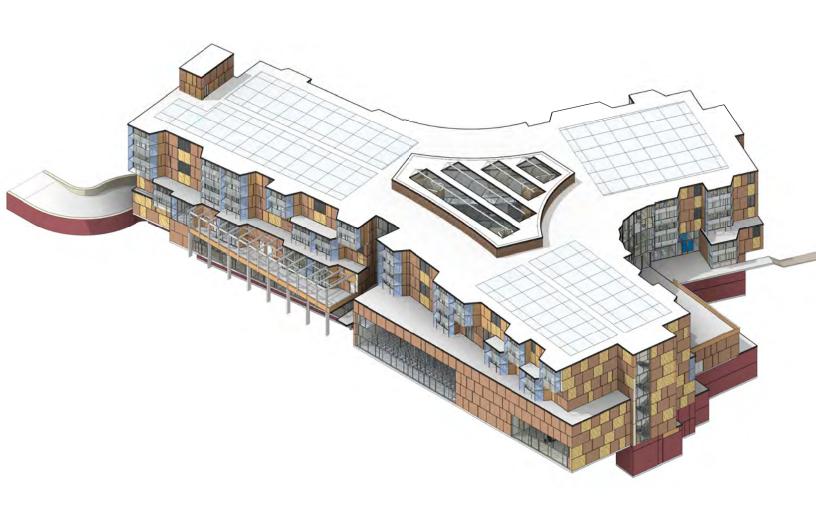
NON-PRICE PROPOSAL

CONSTRUCTION MANAGEMENT AT RISK SERVICES



Town of Brookline Michael Driscoll School Project

Brookline, MA - February 28, 2020



Offerer's Name: Gilbane Building Company Contact Person for Proposal: James Conley Contact Person's Telephone Number: (617) 478-3335 Contact Person's Cell Number: (617) 680-2397 Contact Person's Email Address: JConley@GilbaneCo.com





January 27, 2020

Lynn Stapleton Leftfield 225 Franklin Street, 26th Floor Boston, MA 02110

RE: Proposal for Construction Management for the Michael Driscoll School

Dear Ms. Stapleton,

Congratulations on the progress you have made advancing the new Michael Driscoll Elementary School project to this point. While much work remains, this project is positioned to become a reality. Gilbane would like to join the team as your Construction Manager because we understand the unique challenges of satisfying the concerns and exceeding the expectations of the Brookline community, none more impactful than maintaining confidence in the project budget and schedule while supporting the functionality and safety of the existing school during the construction phase.



COMMUNICATION & COLLABORATION

The hallmark of a Gilbane project is the skill, determination, transparency and honesty of our project teams. We expect there to be substantial dialogue and collaboration with Leftfield, Jonathan Levi Architects, and the Driscoll School Advisory Committee to fine tune the best possible solutions from start to finish on this project!



STUDENT SAFETY

We have no more sacred responsibility than protecting the safety of the Driscoll School students, faculty and staff during the construction phase. We will be guests on your campus, and we know there is no margin for error. Through proactive, daily coordination with project consultants and Principal Talukdar, we will fine tune a work plan that recognizes the unique daily needs of the students and protects their access to and from the school as well as their daily movements about the campus.

ONGOING SCHOOL OPERATIONS

MCAS testing, special events, concerts, after school programs, weekend usage and many other activities are all events that will require close coordination to ensure that construction activity is not impacting the proper functioning of the Driscoll School. We will manage delivery times and observe quiet periods according to the needs of the school. We will monitor noise levels at all times to ensure that the learning environment is not compromised.

GILBANE CORE VALUES:

INTEGRITY

TOUGHMINDEDNESS

TEAMWORK

DEDICATION TO EXCELLENCE

LOYALTY

DISCIPLINE

CARING

ENTREPRENEURSHIP





Jonathan Levi has designed a beautiful school, and we will to prove to you that we are the right team to build it. Our proposal takes a hard look at the coordination that will be necessary to ensure the highest quality installations as well as the many ways that project costs can be managed on a project of this magnitude. We have included the full resources of our Virtual Design and Construction group. By fully coordinating the design model in advance of the bidding phase, we can ensure that subcontractors price their services without the ambiguities and uncertainties that can drive project costs higher. Further, having built more than 20 MSBA school projects since 2004, we have a substantial database of cost benchmarks and lessons learned at our fingertips. Deploying this expertise on behalf of Brookline will ensure that no stone is left unturned and your investment is spent wisely.

△∠∧ EXPERIENCE WITH JONATHAN LEVI ARCHITECTS

Gilbane was fortunate to be the CM at Risk for the new Dearborn STEM Academy in Roxbury working alongside Jonathan Levi Architects. The Dearborn School is now the crown jewel of the Boston Public School system, but a lot of hard work went into making it a reality. Jonathan Levi Architects brought innovative design elements to a very challenging site which was tightly hemmed into a crowded Boston neighborhood. The success of the project was a direct result of the transparency, teamwork, and technology that Gilbane and Jonathon Levi Architects jointly applied to every aspect of the construction process. Gilbane is the only CM that can propose to Brookline a core team made up predominantly of builders that were part of the success at the Dearborn Academy. Kevin Cooke, Lynda Callahan, Derek Ullman, and Joe McCoy will provide tremendous continuity to this project and ensure that we hit the ground running with no learning curve.

EXPERIENCE WITH LEFTFIELD

Gilbane is currently underway on the Marblehead Gerry Elementary School where Leftfield is the OPM. Our working relationship is strong and our cultures very similar. Further, Gilbane has worked with Lynn Stapleton on various Chapter 149a projects over her career. We have a strong working relationship rooted in mutual respect and would welcome the opportunity to work with Leftfield on this important assignment.

VESTED IN BROOKLINE

In 1999, Gilbane served in a program management role on the \$43M modernization of Brookline High School. Like this assignment, a complex and detailed set of project logistics were developed to ensure minimal disruption. We understand how to work successfully in Brookline and would like the opportunity to serve again. Gilbane wants to be your partner every step of the way. We look forward to introducing our team at our interview.

Sincerely,

James Conley

Business Development Manager

fanes M. Caley

Michael O'Brien

Vice President/Business Unit Leader

Successful K12 Builders

Trust our seasoned K-12 core team to deliver your project vision.



Our proposed core team has constructed CH. 149A K12
PROJECTS

valued at \$540M





Walter Kincaid Project Executive

66 Walter Kincaid is excellent! Walter is very detailed oriented and is working in the best interest of Winthrop.

- John Macero, Former Superintendent of



Kevin Cooke Preconstruction Manager

Kevin gets the **vision** for the project.

– Mark Warner, Associate, Jonathan Levi Architects, Dearborn STEM Academy



Lynda Callahan Lead Project Manager

66 Excellent. Smart. Good communication skills with the owner, OPM and architect that has benefited the project atmosphere.

- Mark Warner, Associate, Jonathan Levi Architects, Dearborn STEM Academy



Derek Ullman Assistant Project Manager Academy)

66Derek is very organized, detailed and able to communicate very effectively.

- Mark Warner, Architect, Jonathan Levi Architects, LLC (Project: Dearborn STEM



Robert Braga Sr. General Superintendent

66 Bob Braga is a very strong superintendent. He manages the site and trades tightly and brings a wealth of experience to the job.

- Anne King, Liberty Mutual Insurance,

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Successful Gilbane | Jonathan Levi Architects Collaboration Experience!

Gilbane worked closely with Jonathan Levi Architects to deliver the architect's acclaimed cutting-edge 21st Century educational design on this award-winning project.



Delivering Results

- > 1st BPS new school in 15 years
- > 2% under budget through target value design and design-assist
- > Highly innovative design for 21st Century Learning as a model school requiring higher quality control standard and intensive VDC effort by Gilbane
- > 360,000 safe worker hours with no lost time on zero lot line tight site
- > LEED Gold certification
- Above average workforce participation: 40% Minority, 38% Boston Resident and 7%
 Female

Key staff from this successful project are proposed for the Michael Driscoll School Project.



Kevin Cooke
Project Executive



Lynda Callahar Manager of Engineering



Derek Ullman Senior Project Engineer



Joe McCoy Chief Estimator



John Myers VDC Manager



Kathryn Strumolo Scheduler



Mark Winslow Environmental Services



Jonathan Levi Architects and Gilbane worked closely as a team with the City to deliver an extraordinary new school.

- Brian McLaughlin, City of Boston Public Facilities Department

Successful Past Experience in Brookline!

We will build on our past experience at the High School and welcome the opportunity to serve Brookline again!



Gilbane served as construction program manager, overseeing the \$43 million modernization and addition to Brookline High School in 1999. All three buildings, including the classroom building, pool complex and arts building, underwent a renovation of operating systems and the incorporation of technology enhancement. A 40,000 SF addition was constructed onto the main building, in order to accommodate an expanded library program and administration office space.

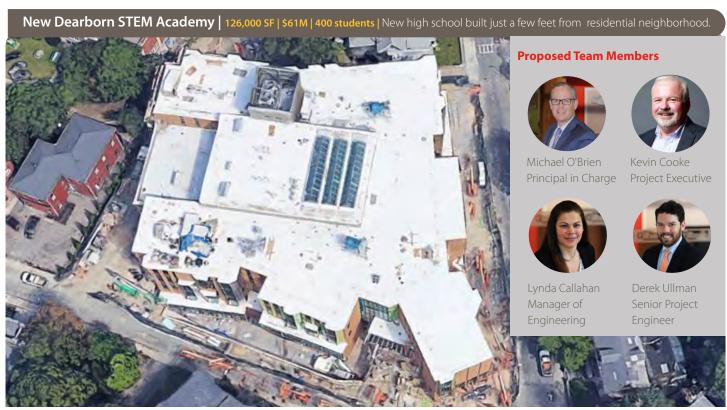
Confidential and proprietary information.

Occupied Site K-12 Experience

We have have the proven experience to keep your school functioning normally as we enforce CORI, badging and worker decorum policies.



of our K-12 projects in the Commonwealth have been in occupied schools or on occupied school grounds





Keeping Students Safe

We offer proven planning and communication to keep your students safe, stakeholders informed and making these complex projects a success.



The Gilbane team was completely invested in maintaining a safe and secure campus, while providing their construction with the material, time and pathways to stay on schedule and deliver a top quality product.

– Amber Bock, Westborough Public Schools Superintendent

Confidential and proprietary information.

Impactful Communication

Communication is the first and foremost important element to keep students safe, reducing impact on the neighborhood, and keeping everyone affected aware of changes ahead.



Lynda Callahan will be your single point of contact and will keep Michael Driscoll School staff informed on a daily basis.



MONTHLY

Brookline has a major stake in this project, we will make sure that the community is well informed!





MICHAEL DRISCOLL SCHOOL **Construction News**

Vol 1.

Marcella, Michael

From Sent: To:

Marcella, Michael
Monday, September 17, 2018 8:14 AM
Monday, September 17, 2018 8:14 AM
charles: Oberts: @colliers.com; Daniel.Daisy@colliers.com; Kevin McNamara
charles: Oberts: @colliers.com; Valibertel@incolnps.org; 'cobbm@lincolnps.org
(mcnamarak@incolnps.org); l'alibertel@incolnps.org; 'cobbm@lincolnps.org
Lawrence Filippelia Armand Milatzo
Bertelli, Paul A.; Couto, Kristin; Murgida, Anthony
Lincoln High School project upcoming construction activity

Cc: Subject

Preparation work is ongoing ahead of 1970s building demolition

Activities for the week of 9/17/18 will include:

Miscellaneous site work upgrades and protections:

Temporary tree protection installation on Backfilling of underground utilities

Exterior window removal at 1970 wing interior partition demolition at 1970 wing Material containment/abatement for as many are.

- Interior partition demolition at 1970 wing
 Material containment/abatement for as many areas available in 1970 wing as possible outside



WEEKLY

Field activities must be coordinated with school sensitivities like testing or special events. Weekly look aheads help us avoid distractions or disruptions. We are guests in your home!



THIS SIDE OF THE FENCE...



Rendering of the New Michael Driscoll School

What You Can Expect This Month

Throughout the summer, work proceeded and much progress has been made on the new school. Most of the visible changes include installation of the exterior masonry and windows. Site work has modified the sidewalk to create the new approach to the school entry. More site changes are well underway... [more]

Progress Photos



PROJECT TEAM:





OWNER





DESIGN TEAM



Questions? Email MichaelDriscollSchool@gilbaneco.com

Commitment to Sustainability

As an industry leader in applying sustainable design and construction strategies on our projects, Gilbane has embraced the need for responsible construction.

Mark Winslow has 30 years of industry experience on providing environmental solutions to project site challenges. His experience includes the Net Zero MET School project and his role as a leader in Gilbane's Environmental Center of Excellence and Corporate Sustainability Council. Mark will collaborate with Leftfield and JLA to maximize the sustainability strategy on this project.



Mark Winslow Environmental Solutions







Annie E. Fales Elementary School

Massachusetts first full Net Zero state funded K-12

The design for the new Fales School includes a solar array on the roof that can generate enough electricity to meet the ultra-low energy needs of the school. Surplus energy will result in a credit to the Town.



Paul W. Crowley East Bay Metropolitan Career and Technical Center (MET)

Rhode Island's first Net Zero high school

The new, three-story high school incorporates geothermal heating and a rainwater collection system, among numerous other net zero design features.



Top K-12 Builder

Our team will leverage both national and local industry best practices to identify and drive down costs while incorporating the latest in 21st Century Learning.

NATIONAL RESOURCES

Our local K12 builders draw on national resources of Gilbane's K-12 Center of Excellence (COE) experienced experts who serve as our conduit to the newest thinking and the latest technology in K-12 construction. This benefits the project through:





Lessons Learned

Capturing lessons learned in a national database to provide best practices on most materials and systems



Client Surveys

Gauges the current needs of our clients with a sophisticated client survey application



Industry Trends

Keeps abreast of the latest facility design, construction and operational trends through active participation in industry events, involvement in industry trade associations, and an informative portal of shared knowledge





SECTION 1

> Form A - Request for Proposal Response Form

SECTION 2

> Management Plan

SECTION 3

> Staffing Plan

SECTION 4

> Resumes

SECTION 5

Job Skill Narratives

SECTION 6

> Pre-Construction Services Plan

SECTION 7

> Construction Services Plan

SECTION 8

> Preliminary Project Schedule

SECTION 9

> Self-Performing Work

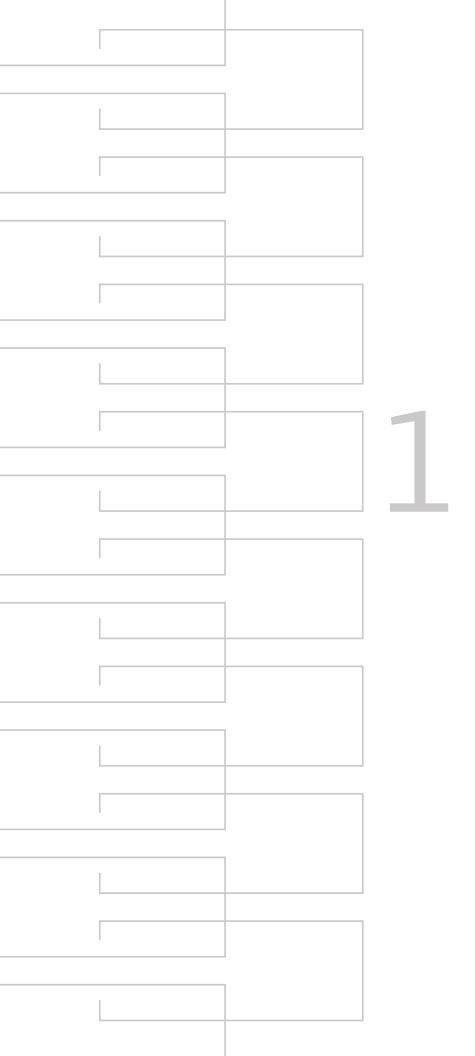
SECTION 10

> Legal Proceedings

SECTION 11

- > Other Required Attachments
 - Offeror's DCAMM Certificate of Eligibility (Form CQ7)
 - DCAMM Prime/General Contractor Update Statement (Form CQ3)
 - · Non-Collusion Affidavit
 - Information Sheet
 - Affidavit of Compliance
 - Affidavit of Prevailing Wage Compliance
 - Certification of Tax Compliance
 - Surety Commitment Letter at 110% of the Stated Construction Cost
 - Workers Compensation Experience Modifiers Rating (EMR) Letter from Insurance Carrier





FORM A REQUEST FOR PROPOSAL RESPONSE FORM MICHAEL DRISCOLL SCHOOL – BROOKLINE, MA

To The Town of Brookline:

The undersigned proposes to furnish all Construct	tion Management	Services required by the Town of
Brookline for the Michael Driscoll School, Brookli	ine, MA in accord	ance with the Request for Proposal,
all documents contained in the Request for Proposal	or referred to ther	ein, addenda or clarifications issued
in regard to that RFP, namely addenda numbered	1 and 2	for the price stated in a
separate form, submitted in a separate envelope.		1

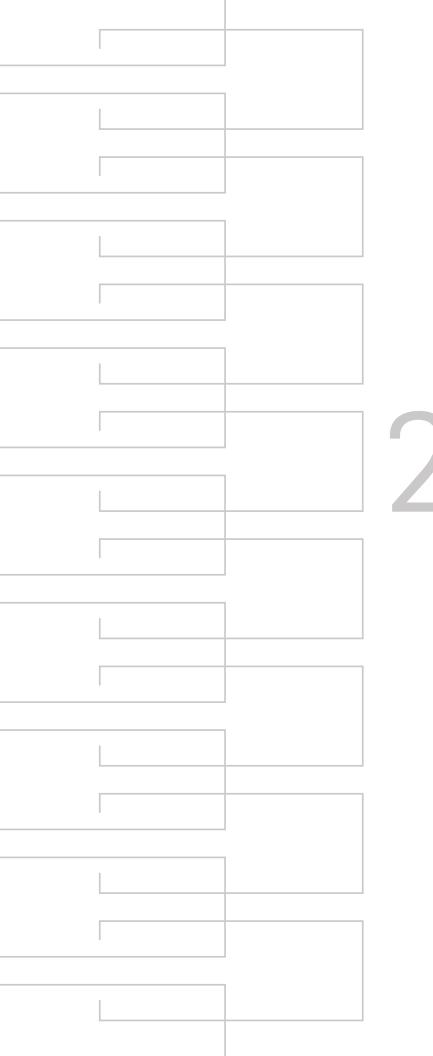
The undersigned declares that it has carefully examined all the documents noted above and also the site where the proposed work is to be performed. The undersigned certifies that this offer fully complies with all of the requirements of the Request for Proposal. The undersigned hereby acknowledges that if selected it will be obligated to meet the MBE and WBE goals for the project and certifies that it will meet or exceed these goals.

The undersigned further certifies that if selected, it will execute a contract in accordance with the terms stated in the RFP, addenda thereto, documents referred to therein, and prior to the commencement of construction the undersigned will furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Town of Brookline, each in the sum of the estimated value of the construction project, the premiums of which are to be paid by the undersigned and are included in the proposal price. The undersigned hereby certifies that it is able to furnish for any work at the site of installation labor that can work in harmony with all other elements of labor employed or to be employed on the work at the site of installation, and that it will comply fully with all laws and regulations applicable to the award of the contract for this work.

The undersigned also hereby certifies that it is the only person interested in this proposal: that it is made without any connection with any other person making any proposal for the same work: that the undersigned company has not influenced or attempted to influence any other person or corporation to file a proposal or to refrain from doing so or to influence the terms of the proposal of any other person or corporation; and that this proposal is made in good faith without collusion or connection with any other person bidding for the same work.

I certify, under the pains and penalties of perjury, that all of the above statements are true.

Firm N	ame: Gilbane Building Company	
By:	(Signature of Authorized Representative)	
Title:	Vice President	
Date:	February 27, 2020	
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PROJECT MANAGEMENT PLAN

PROJECT CHARTER

Gilbane believes that the development of a Project Charter on the Michael Driscoll School project will add value by defining the conditions of satisfaction, project goals, define stakeholders' roles and responsibilities and methodologies for how the project will be managed. The Project Charter provides the guidance for how the project will run and ensures that all stakeholders are aware of their commitments. Defining the Project Charter is a collaborative process that fosters team building and enhances communication. The outcome of a well-defined Project Charter is greater reliability and trust as a result of defining expectations.



OUR COMMITMENT

- > Creating a safe environment and minimizing construction impacts to your school and the surrounding neighborhoods through extensive planning, constant communication, and a true respect for the school's mission in the education of its students.
- > Providing a tough-minded approach to cost containment through robust preconstruction and estimating services, effective scope development and procurement, and consistent, active management of construction costs and reporting.
- > Providing a school of the highest quality through in-depth constructability reviews, hands-on management and direction of the subcontractor workforce including close inspection of their work, and effective use of technologies to allow QA/QC collaboration amongst all project stakeholders.
- > Engaging with the building facility managers in understanding Town requirements, performing in-depth system and equipment reviews, and leading the startup/commissioning/training processes to ensure that the completed building performs as expected with quality controls and tried-and-true systems.

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MICHAEL DRISCOLL SCHOOL PROJECT GOALS

Project Goals	Approach
Safety First	Preconstruction Approach
11.47	> Site logistics and wayfinding planning for safety/security of students, faculty and visitors
41	> Award-winning Gilbane Cares project-specific safety plan to keep everyone safe on the jobsite
	Construction Approach
	> Separation of trades from student body
	> Enforce CORI, badging and worker decorum policies
	> SafetyNet to proactively monitor and track safety performance
On Budget	Preconstruction Approach
Best Value	> Benchmarking analysis based on 20 Ch. 149A schools
\$	 Subcontractor outreach to attract a high volume of qualified bids from our deep relationships with subcontractors in the local community
	> Complete scopes of work, require BIM models in REVIT from key subs
	> Proactive VM with design team
	> Transparent GMP development with Owner
	› Focus on maximizing program within available budget
	Construction Approach
	› Real time cost management to maintain budget
	› Aggressive change management to ensure best value
On Schedule	Preconstruction Approach
	 Early packages: site, electrical for site enabling, concrete, foundations, foundation waterproofing, steel, and underground utilities. Pre-purchases include the roof top HVAC equipment and exterio features.
	› Long lead equipment/materials
	> Permitting strategy
	 Optimal sequencing of the work using Gilbane's Lean AP&S to get consensus and commitment form all parties
	> Schedule Risk Analysis
	Construction Approach
	› Real time schedule analysis and reporting
	> VDC trade contractor coordination on overlapping trades to maximize efficient "make ready" workflow
	> Continuous AP&S sessions to work through solutions to specific schedule challenges

SECTION 2 Manageme	
Project Goals	Approach
Highest	Preconstruction Approach
Quality/ Durability Standards	 Gilbane's proprietary Interdisciplinary Document Coordination reviews typically reduce RFIs by 60%
Standards	> Virtual Design & Construction – BIM execution plan
	> Constructability reviews to validate the design reflects the most economical approach to construction available
	> Collaborate with JLA to maximize sustainable design and construction
	Construction Approach
	> VDC trade contractor coordination to proactively resolve conflicts
	> Proactive subcontractor oversight
	> BIM360 quality data collection and reporting via iPads
	> Mockups, benchmarks, inspections
	> Rolling Completion List
Maximize	Preconstruction Approach
Sustainability	> Work with project team to identify the sustainability strategies that maximize building a highly energy efficient school.
	 Conduct benefit/cost analysis of the identified sustainability strategies so Brookline can make more informed decisions regarding ROI.
	Construction Approach
	 Develop a QA/QC program to address key sustainability strategies including geothermal wells, solar collectors, environmentally friendly MEP systems and others throughout the course of construction.
Ease of	Preconstruction Approach
Maintenance	Constructability analysis of durability of material selection
and Operations	 Access to national lessons learned database of school construction challenges based on 125 of K12 national projects in last 5 years
	> Commissioning planning from day one
	> Engagement of in-house MEP specialist to ensure smooth installation and start up phase
	Construction Approach
	> In-house MEP coordination with Owner's third party commissioning agent
	> Revit as-built models
	> Comprehensive O&M manuals and staff training
	> Gilbane's electronic turnover (e.TOP) service
Minimize	Preconstruction Approach
Impact on Learning	> Sequencing of loud work noise
Environment	Maximize school breaks and summer period for scheduling of noisy activities or those that cause vibration
	> Incorporate student activities such as test periods into project schedule
	Construction Approach
	 Daily, weekly and monthly communication through presentations, reports and email/web updates using visualization aids to communicate impacts with the school and neighborhood community
	> Optimal construction material deliveries schedule
	> Noise and vibration monitoring and restriction plan

PROPOSED PHASING AND SCHEDULING CONCEPTS

MOBILIZATION TO GRADING NOVEMBER 2020 TO FEBRUARY 2021

Student and faculty safety as well as maintaining normal traffic patterns for the City of Brookline are of the highest priority to our team. Our first activity will be to capture the project site with a secure perimeter fence and establish the entry and exit gate as depicted in this image. This fence will provide a safe and sturdy barrier to prevent unauthorized entrants access to the site, but also contain the work zone and minimize any inconvenience to the Driscoll School. We plan to engage Principal Talukdar and her team on the exact location of the fence as it relates to the school. We know we must maintain safe access and egress from the gymnasium, and will work collaboratively to give the ongoing school operations as much space as possible. If a secure, covered and lit pathway is desired along the fence directly adjacent to the school, we will provide one. Our goal is to be the best possible guest we can be.

We have also maintained a proposed "play area" for the school during construction operations. This initial suggestion is an attempt to provide some safe outdoor space but we recognize it is quite limited and may not meet the exact expectations of the school. We look forward to partnering with the Driscoll School to fine tune this plan and maximize outdoor space for the students.

Utility relocations will be one of our initial tasks during this phase. The drawings show utilities coming into the site further down Washington Street than depicted in our graphic. We have elected to suggest that the utilities be brought in as depicted because it will make for a more efficient connection to the central utilities of the future building. Again, more dialogue with Brookline, Leftfield, and JLA may be needed to fine tune this approach.



STEEL DELIVERY TO STEEL COMPLETE NOVEMBER 2020 TO FEBRUARY 2021

The Phase B wing of the new school will be the first out of the ground. Although unique in many ways, the JLA design has many similarities to the Dearborn STEM academy that we built alongside JLA for the City of Boston, including the large atrium at the center of the building being a central and similar feature. Throughout the construction phase we will bring numerous lessons learned and best practices from that project forward for the benefit of Brookline. In this case we suggest placing the crane at the center of the proposed building and pivoting clockwise to erect the structural elements.

Although this site is very tight, it is not nearly as tight as the Dearborn STEM academy. We are fortunate to have a safe and efficient pathway for construction traffic to enter and exit the site off of Washington Street. The exit will be equipped with a robust dust control wheel wash to prevent mud and debris from being tracked onto the main roads.

Throughout construction we will again collaborate with the school to ensure that deliveries and truck traffic is completely halted during school drop off, dismissal, and after school pick-up times. At no time will children, parents or teachers be expected to navigate construction traffic while shepherding students to and from sidewalks, busses or cars.



PHASE B SKIN TO PHASE C SKIN AUGUST 2021 - MARCH 2022

As Phase C is erected, it will become increasingly congested on site, and our project control measures will become ever more important. Again, traffic patterns will remain unaltered, student safety will be maintained and remain the single paramount issue on the minds of our staff and subcontractors.

Noise Mitigation

As steel goes up noise is often a concern for those unfamiliar with the details of construction on this scale. Steel erection is actually a fairly quiet activity. What is most important is that we enforce strict restrictions on the large trucks that deliver the product onsite. There will be absolutely no idling, and because of our site plan, we believe there will be minimal use of back up alarms because the trucks never have to backup or turn around. Maintaining a positive flow of large trucks is the ideal way to reduce noise, and minimize time onsite for large vehicles.



ROOFING/SKIN JULY 2021 TO FEBRUARY 2022



DEMOLITION AND GRADING JANUARY 2023 TO SEPTEMBER 2023

Once the new school is complete we will shift our focus to the demolition of the old school. As depicted on this graphic, our site fence will be set up with the same care, collaboration, and consistency as before. Control measures become even more important during demolition. Noise control is a critical activity, as is dust control. We will use robust water curtains to provide a mist that will arrest dust during demolition. This water will be recaptured and filtered onsite to avoid any pollution from spreading.

Traffic flow along Westbourne Terrace and Bartlett will be maintained at all times and through ongoing collaboration with Leftfield, JLA, and Brookline officials disruption to the neighborhood will be minimized. Construction traffic will again be routed in a manner that maximized efficiency.

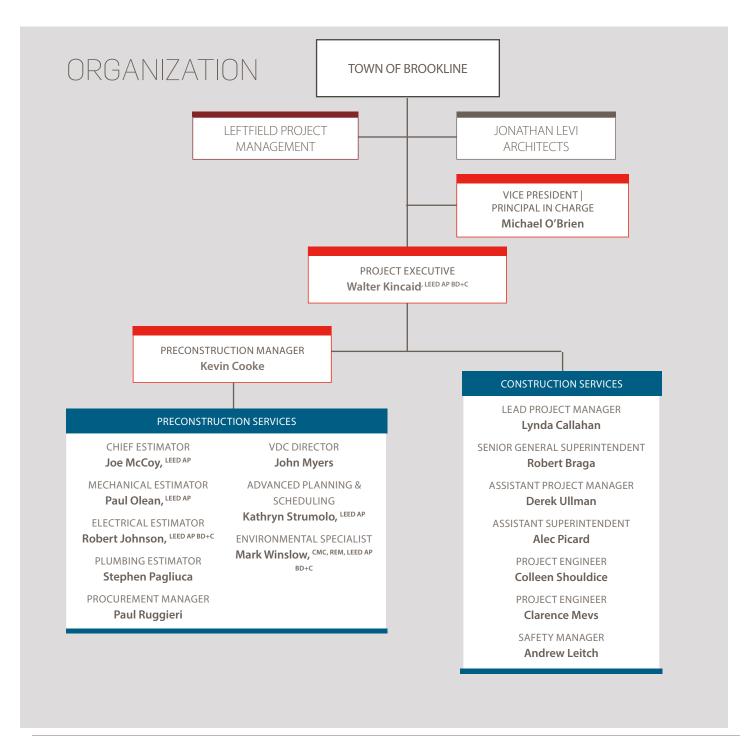




PROVEN PROJECT TEAM

Our team has tackled some of the most complex and challenging K-12 projects in the region, consistently achieving project goals and exceeding expectations.

In addition to their technical expertise, they take to heart the important mission of our schools—to educate and inspire future generations. They will use their passion for education and their collective construction experience to ensure that the Michael Driscoll School project delivers the vision for the Town's future.





MAINTAINING SAFETY OF FACULTY AND STUDENTS

Gilbane brings proven, documented success and expertise in executing complex, phased construction projects in and around sensitive and occupied K-12 school campuses throughout the Commonwealth. We welcome the chance to closely partner and coordinate with the Michael Driscoll School faculty and staff to protect the educational environment. Priority and sensitivity will be paid to test periods, special events, and any potential shared occupancy during execution of the work on the school.

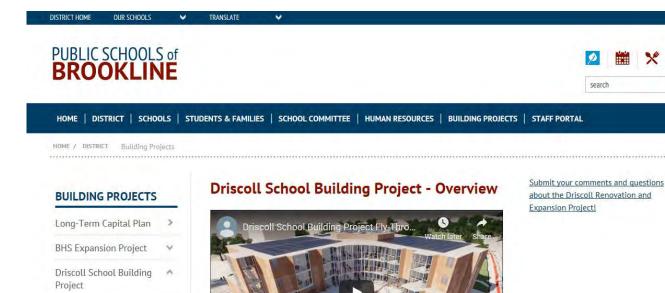
Our Lead Project Manager, Lynda Callahan, will touch base daily with the school administration to keep them informed about our current work effort. Lynda will also work with the Town, Brookline Police, Fire Department, and Department of Public works to minimize any construction-related disruption and impacts to adjoining neighborhoods. He will work closely with the adjoining neighbors in the scheduling of any work that may have an impact on the adjoining neighborhood and traffic patterns.

Prior to the start of any tasks that could impact existing operations in any way, Gilbane will present detailed work plans to the Town and School Administration for review and approval. These plans will identify proposed work to be undertaken and include specific description of who will be performing the work, how they will be performing it, any special equipment or materials that will be used, with special precautions and monitoring by Gilbane, that will be enacted to protect the building and its occupants.

Another key aspect of the proposed plans will be defining when the work is to be performed. Regarding specific activities, including abatement and demolition of existing elementary school, we anticipate having project team meetings to review drafts of our work plans and confirm our proposed procedures are appropriate and acceptable to the Town and Administration. We look forward to the appropriate Michael Driscoll School faculty and staff attending these meetings to include their input and will tailor our plans accordingly.

We're deeply aware of Michael Driscoll School operations during construction and will carefully monitor and isolate all construction activities from the student population at all times. In addition, we recognize a defined portion within the construction area may need to be available, well-marked and maintained for students, faculty, and general public use in case of emergency egress, at all times. Special care will be taken when finalizing plans to minimize disruption and ensure student safety.

Emergency routes are of vital importance to the health and safety of the students, faculty, staff, public, first responders, and construction personnel. Gilbane will work closely with the School Administration to define required access during fire drills and be aware of student muster points. Access for emergency vehicles during athletic events will be coordinated with First Responders prior to any changes to ensure unencumbered access.



COMMUNICATION PLAN

COMMUNICATION WITH THE SCHOOL

Our method of communication with the school will be a combination of several layers. First, Town Manager Mel Kleckner, Brookline Driscoll School Building Advisory Committee, Interim Superintendent Ben Lummis and Principal Suzie Talukdar will have direct and immediate access to our primary point of contact, lead project manager Lynda Callahan to engage in daily communication and also in case of an emergency. Secondly, our team will provide a weekly schedule update which can be shared with administration and department heads. This schedule will identify major activities for the week so that staff understand what to expect for the coming week.

COMMUNICATION WITH PROJECT TEAM/BUILDING COMMITTEE

Once the project moves into construction, our approach to communication is typically separated into three forms. First, a daily e-mail blast goes to a core group of key team members. This ensures that on any given day all of the key stakeholders have a clear sense of what is happening on-site. Secondly, a weekly project impact statement is shared with the same core group so the team is clear on the upcoming scope of work (typically a two week forecast) and any impact on the school. Lastly, a monthly update is developed to share milestone status both achieved and upcoming. This is intended for the broader building committee and can also serve as content for the monthly school and community updates.



Lynda Callahan Lead Project Manager Primary Contact

Lynda has good communication skills with the City, OPM and architect that has benefited the project atmosphere.

 Mark Warner, Associate, Jonathan Levi Architects, Dearborn STEM 6-12 Early College Academy

COMMUNICATION WITH THE COMMUNITY

The building committee has done an excellent job to date engaging and informing the neighbors and broader community. Our team looks forward to working with you to develop a plan to continue the good will which has taken so much time and effort to garner. Our team understands the importance of good neighbors (and tall fences) and will work tirelessly to maintain positive relationships with these abutters.

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STAFFING PLAN

PROVEN K-12 SCHOOL BUILDERS

Gilbane is proposing an excellent team very familiar with the challenges with the construction of complex K-12 schools. Our team has tackled some of the most complex and challenging projects in the region, consistently achieving project goals and exceeding expectations. We are confident no other firm is proposing a team with the depth of commitment and experience our team offers to you.





This team is available and committed from Day One for Brookline!



Walter Kincaid Project Executive

Lynda Callahan

Lead Project Manager

Walter Kincaid is excellent! Walter is very detailed oriented and is working in the best interest of Winthrop.

- John Macero, Former Superintendent of Winthrop Public Schools



Kevin Cooke Preconstruction Manager

Excellent. Smart. Good communication skills with the owner, OPM and architect that has benefited the project atmosphere.

- Mark Warner, Associate, Jonathan Levi Architects, Dearborn STEM Academy



Derek Ullman Assistant Project Manager

Kevin gets the **vision** for the project.

 Mark Warner, Associate, Jonathan Levi Architects, Dearborn STEM Academy

GDerek is very organized, detailed and able to communicate very effectively.

- Mark Warner, Architect, Jonathan Levi Architects, LLC (Project: Dearborn STEM Academy)



Robert Braga Senior General Superintendent

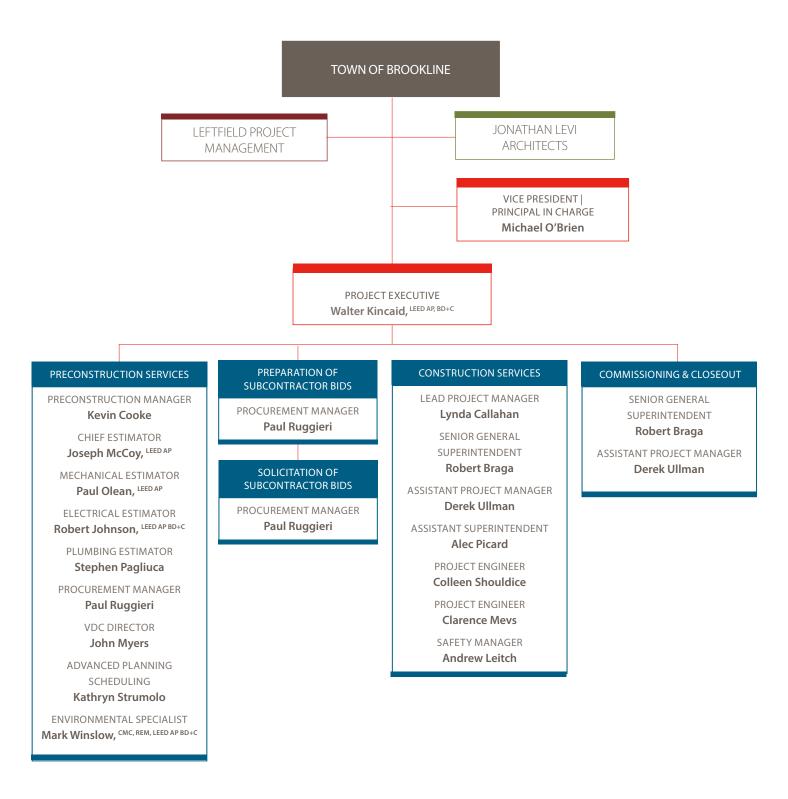
Bob Braga is a very strong superintendent. He manages the site and trades tightly and brings a wealth of experience to the job.

- Anne King, Liberty Mutual Insurance, Boston

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ORGANIZATIONAL CHART



STAFFING MAN HOURS BUDGETED

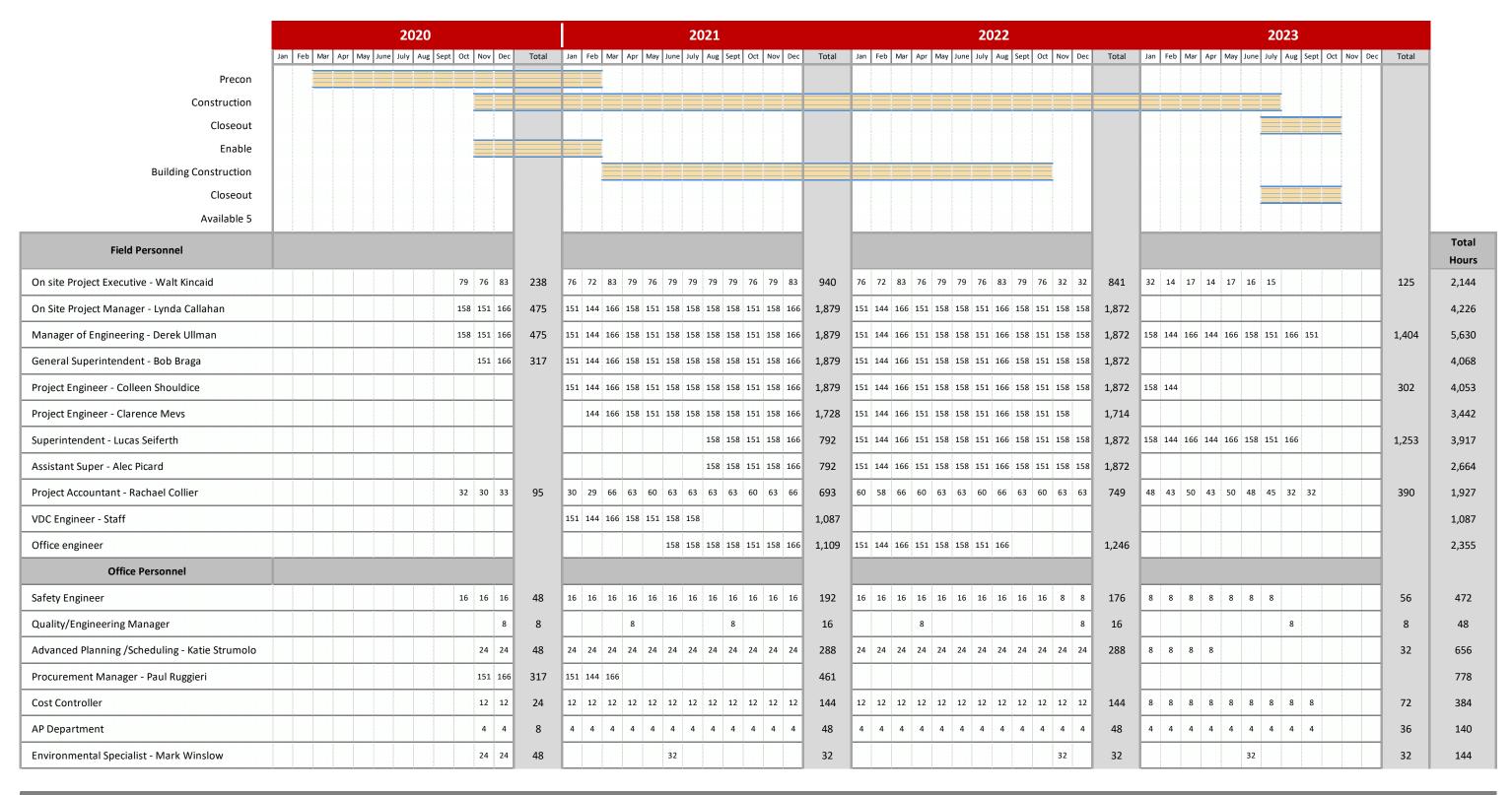
PRECONSTRUCTION

	Design Phase Schedule	Card Trick	Value Engineering Session	Estimate - 50% DDs	Constructability Review	Estimate - DD	Estimate - 60% CD	Estimate - 90% CD	IDC & VDC Review	GMP - Prequal/Generate Interest	Enable Site Package	GMP - Dist. Packages/Supplements	GMP - Scope Review Meetings	GMP - Final Compilation/Review	HPB Service	Client Meetings	TOTAL HOURS
Personnel	56		88	176	96	216	192	176	660	20	40	,				465	2,185
Sr. Project Executive - Walt Kincaid	8		8		8									0.00		113	137
Pre Construction Manager - Kevin Cooke	8		8		8											256	280
Advanced Planning & Scheduling - Katie Strumolo	40																40
Chief Estimator			16	24		24	24	24								24	136
Arch / Civil / Structural Estimator			8	80		80	80	64									312
Electrical Estimator			8	24		32	24	24									112
Mechanical Estimator			8	24		32	24	24									112
Plumbing Estimator			8	24		32	24	24									112
Purchasing Agent										20	40					20	80
Cost Control					24												24
Project Manager - Lynda Callahan			8		8	8	8	8								20	60
General Superintendent - Bob Braga			16		32	8	8	8								32	104
IDC Engineer									500								500
Environmental Specialist - Mark Winslow					16												16
VDC Director - John Myers									160								160

Confidential and providence information

STAFFING MAN HOURS BUDGETED

CONSTRUCTION



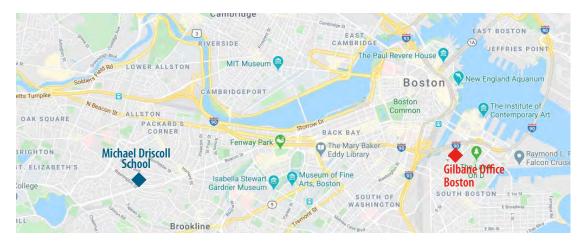
 2,101
 15,838
 16,486
 3,710
 38,135

CURRENT WORKLOAD

Name Title	Current Assignment	Level of Involvement on the Driscoll School	Ability to Devote Required Time
Walter Kincaid, LEED AP, BD+C, Project Executive	Bristol County Agriculture High School, Dighton, MA	Preconstruction: 30% or as needed Construction: 20%	Available Immediately
Kevin Cooke	UMass Boston Substructure Demolition + Quadrangle	Preconstruction: as needed	Available Immediately
Preconstruction Manager	Development, Boston, MA	Construction: as needed	
Lynda Callahan	South Shore Hospital Dana Farber Renovation,	Preconstruction: as needed	Available Immediately
Lead Project Manager	Weymouth, MA	Construction: 100%	
Robert Braga	South Shore Hospital Dana Farber Renovation,	Preconstruction: as needed	Available Immediately
Senior General Superintendent	Weymouth, MA	Construction: 100%	
Derek Ullman Assistant Project Manager	As part of our management trainee program, Derek has served as our local Regional Quality Manager, inspecting all our active projects over the last year.	Preconstruction: as needed Construction: 100%	Available Immediately
Alec Picard Assistant Superintendent	WeWork - 75 Arlington Street - Boston, MA	Preconstruction: as needed Construction: 100%	Available Immediately
Colleen Shouldice	Minuteman Regional Vocational Technical High	Preconstruction: as needed	Available Immediately
Project Engineer	School, Lexington, MA	Construction: 100%	
Clarence Mevs Project Engineer	One Lincoln Demolition, Boston, MA	Preconstruction: as needed Construction: 100%	Available Immediately
Andrew Leitch	Hobbs Brook - 225 Wyman Redevelopment Phase II,	Preconstruction: as needed	Available Immediately
Safety Manger	Waltham, MA	Construction: as needed	

COMMUTING LOGISTICS

Headquartered right here in New England, Gilbane is one of the largest public school builders in the country. We have done work in every corner of Massachusetts. Our staff live throughout the region and are supported by our New England headquarters office in Boston. In identifying the best possible team for this project we considered many factors: experience building adjacent to an existing occupied school, MSBA school experience, a track record of working together as a team, ability to manage large complex projects, the technical background to manage the quality of the building's critical systems, and Ch.149A/CM at-Risk experience. Our entire proposed team is locally based and will be onsite before trade contractors arrive for full work days.



RESPONSIBILITY MATRIX

The following chart profiles our team members and defines who manages, leads, supports, or is a resource for all the construction management services outlined in the Request for Proposal:

M - Management	Preconstruction										Construction								
L - Lead S - Support R - Resource N - Not Applicable	Design Review	Phasing	Scheduling	Cash Flow	Value Engineering	Constructibility Review	Estimates	Regulatory Approvals	Bid Package Scope	GMP	Execute Sub-Contracts	Manage Sub- Contracts	Weekly Meetings	Quality Control	Safety	Kickoff Meeting	Schedule Updates	Project Controls	
Principal	М	М	М	М	М	М	M	М	M	М	М	М	M	M	M	М	М	М	
Project Executive	L	L	M	S	М	M	M	L	S	М	L	M	L	L	M	L	М	М	
Project Manager	S	S	S	L	S	R	R	S	L	S	S	S	S	R	R	S	S	S	
Superintendents	R	S	S	S	R	S	R	R	S	S	R	S	S	S	S	S	S	S	
Project Engineers	R	S	R	N	S	S	R	R	S	R	N	N	N	R	N	R	N	N	
Estimator	S	R	R	R	L	R	L	R	R	L	N	R	R	R	N	S	R	R	
Procurement Manager	R	R	R	R	R	R	R	R	S	S	S	S	S	R	N	S	R	S	
Scheduler	R	R	L	S	R	R	R	R	R	S	N	S	S	N	N	S	L	S	
VDC Manager	S	R	R	N	S	R	S	R	R	S	N	R	S	R	N	S	R	S	
Environmental Solutions	R	R	R	N	R	R	R	R	R	R	N	R	S	S	S	S	R	R	
Safety Manager	N	N	N	N	N	R	N	N	N	N	N	R	S	R	L	R	N	N	

Gilbane will not use any subconsultants to provide any of the required construction management services.



- > 27 years in industry
- BS, Mechanical Engineering, Boston University
- > OSHA 30 Hour Trained

\$935_M

Chapter 149A

experience

Michael is currently serving as Chair of MA AGC

Michael O'Brien is senior leader in the Boston office serving as the head of Operations for our Massachusetts Business Unit providing operational oversight and client advocacy on each project. He has been involved in some of the largest CM at-risk projects in the Commonwealth including the \$270M Worcester Recovery Center & Hospital and the \$162M Worcester Trial Court Complex. He also serves as Chair of Massachusetts Association of General Contractors working in a leadership role with agencies such as DCAMM, MSBA, and the Massachusetts Zero Net Energy Buildings Task Force. His working relationship within these organizations gives him a unique perspective of the overall construction environment in Massachusetts as well as trends and challenges in the industry.

Dearborn STEM 6-12 Early College Academy - Boston, MA

In collaboration with Jonathan Levi Architects. Highly innovative design for 21st Century Learning as a model school for Boston as the first new Boston Public Schools project in 15 years. The Chapter 149A LEED Gold school without corridors that fosters inter-relatedness and transparency that serves its community with mixed grade project based learning cohort commons and features flexible indoor and outdoor learning spaces, a MakerSpace fabrication lab, and integrated modern technology including 3D printers and laser die cutters. This supports STEM curriculum and the Early College High School program with local partner universities and businesses. The 600-student building itself is a learning tool with industry leading blending of curvilinear features and layers of operating systems with visible aesthetic elements to make the typically unseen building systems, structure and components visible to inspire learning.

Minuteman Regional Vocational Technical High School - Lexington, MA

Gilbane provided Chapter 149A CM at-risk services for the new \$120M Minuteman Regional Vocational Technical High School. The new school serves 630 students, offering 16 Chapter 74 Career and Vocational Technical CVTE programs designed to meet the region's current and emerging workforce needs of the ten member communities: Acton, Arlington, Belmont, Bolton, Concord, Dover, Lancaster, Lexington, Needham, and Stow. The school is organized in four two-story buildings and met NE-CHPS sustainability requirements. The design of the school meets the school wide goals of providing project based learning and professional learning communities.

Winthrop Middle/High Schools - Winthrop, MA

Chapter 149A, CM at-risk services for a new \$67.5M, 187,917 SF middle/high school project. The LEED Gold building contains two separate wings for the middle and high schools joined by shared core facilities including the 12,000 SF gymnasium, library, kitchen and 580-seat auditorium. Specialty spaces include a 100-seat black box theater, vocational fabrication and carpentry space, culinary arts café and state-of-the-art science labs.

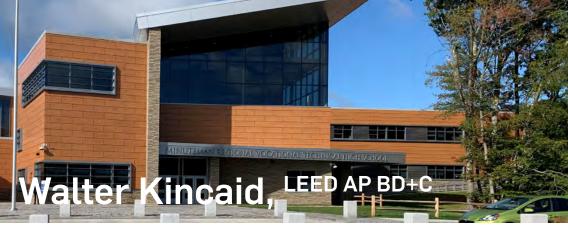
North Reading Schools Middle/High Schools - North Reading, MA

Chapter 149A CM at-risk services for the new \$104M, 275,521 SF integrated Middle/High school project. The LEED Gold project included a new building, renovations to an existing building, demolition of existing buildings, and associated site work.

Bristol County Agriculture High School - Dighton, MA

Gilbane is providing Ch. 149A, CM at-risk services for the \$84M Bristol County Agricultural High School Expansion Project. This three-phase project will add approximately 200,000 SF to the campus footprint and includes the addition of two new buildings: the Student Commons and the Center for Science and the Environment. The robotic dairy barn will also be completed replaced. Gilbert Hall and the agricultural mechanics building will undergo complete renovations as part of the project.





- > 28 years in industry
- BS, Civil Engineering, Clarkson University
- BA, Economics, Saint Lawrence University
- Construction Supervisor License, MA
- > OSHA 30 Hour Trained
- > LEED Accredited Professional
- LEED Building Design + Construction

Walt has worked on



\$400M

Walter Kincaid is excellent! Walter is very detailed oriented and is working in the best interest of Winthrop.

- John Macero, Former Superintendent of Winthrop Public

Project Executive

Walter Kincaid is a 28-year veteran of the construction industry and brings both extensive new and renovation construction experience in the public and private sector to the team. Walt has successfully completed over \$390M in Chapter 149A projects, including Quincy High School, Sherwood Middle School, Winthrop Middle/High Schools, and recently served as the senior project executive on the construction of the \$120 million new Minuteman Regional Vocational Technical High School. As senior project executive, Walt will provide the leadership to ensure a collaborative team approach with the Town of Brookline, Leftfield and Jonathan Levi Architects to ensure that all parties are working toward common goals and objectives.

Minuteman Regional Vocational Technical High School - Lexington, MA

Gilbane provided Chapter 149A CM at-risk services for the new \$120M Minuteman Regional Vocational Technical High School. The new school serves 630 students, offering 16 Chapter 74 Career and Vocational Technical CVTE programs designed to meet the region's current and emerging workforce needs of the ten member communities: Acton, Arlington, Belmont, Bolton, Concord, Dover, Lancaster, Lexington, Needham, and Stow. The school is organized in four two-story buildings and met NE-CHPS sustainability requirements.

Quincy High School - Quincy, MA

Gilbane provided Chapter 149A CM at-risk services for the City's new \$118M, 330,000 SF high school. The project was completed in multiple phases while the existing high school continued to operate just feet away. The project included a new four-story, 106,000 SF science and technology wing. Also constructed was an additional 224,000 SF wing that houses administration offices, an auditorium, a gymnasium, cafeteria and kitchen, as well as the majority of classrooms.

Winthrop Middle/High Schools - Winthrop, MA

Walt led the team in saving \$700K on this project through value management and creativity including doubling the size of the exterior metal panels to reduce labor costs, recycling used concrete and replacing a costly atrium smoke evacuation system with integrating sprinklers into glass system for the lightwell atrium cones. Gilbane provided Chapter 149A CM at-risk services for this new \$64M, 187,917 SF middle/high school project. The building contains two separate wings for the middle and high schools joined by shared core facilities including the 12,000 SF gymnasium, library, kitchen and 580-seat auditorium. Specialty spaces include a 100-seat black box theater, vocational fabrication and carpentry space, culinary arts café, state-of-the-art science labs, and a community Pre-school Program Learning Lab. This project achieved LEED Gold.

Bristol County Agriculture High School - Dighton, MA

Gilbane is providing Ch. 149A, CM at-risk services for the Bristol County Agricultural High School Expansion Project. This three-phase project will add approximately 200,000 SF to the campus footprint and includes the addition of two new buildings: the Student Commons and the Center for Science and the Environment. The robotic dairy barn will also be completed replaced. Gilbert Hall and the agricultural mechanics building will undergo complete renovations as part of the project.

Sherwood Middle School - Shrewsbury, MA

Gilbane provided CM at-risk services under Chapter 149A for the construction of the new \$34M middle school, which accommodates 900 fifth and sixth grade students. The project was constructed on the campus of two existing and fully occupied school buildings. The team achieved a successful 1,000-student mid-year move in January.



- > 35 years in industry
- > BA, Political Science, Tufts University
- > OSHA 30 Hour Trained

66 Kevin gets the vision for the project.

> - Mark Warner, Associate, Jonathan Levi Architects, Dearborn STEM Academy

Preconstruction Manager

With more than 35 years of construction industry experience, Kevin Cooke brings experience on 30 education projects totaling \$1.8 billion, including projects for MIT and Harvard University. Kevin recently served as Principal on Boston's first public K12 project in 15 years, the Dearborn STEM Academy, in collaboration with Jonathan Levi Architects. With a solid background in construction management at-risk projects, public projects and new construction, combined with his decisive management approach, Kevin's primary responsibility will be to work directly with Mike O'Brien and Walt Kincaid to oversee the entire preconstruction process. He diplomatically fosters a sense of discipline and urgency on all members of the project team to listen to the project's needs, understand the overall expectations, document measurable benchmarks for project success, make major design decisions in a timely manner, and ensure the decisions are individually and collectively consistent with the Town of Brookline's functional, cost, and schedule requirements.

Dearborn STEM 6-12 Early College Academy - Boston, MA

In collaboration with Jonathan Levi Architects. Highly innovative design for 21st Century Learning as a model school for Boston as the first new Chapter 149A Boston Public Schools project in 15 years. The LEED Gold school without corridors that fosters inter-relatedness and transparency that serves its community with mixed grade project based learning cohort commons and features flexible indoor and outdoor learning spaces, a MakerSpace fabrication lab, and integrated modern technology including 3D printers and laser die cutters. The 600-student building itself is a learning tool with industry leading blending of curvilinear features and layers of operating systems with visible aesthetic elements to make the typically unseen building systems, structure and components visible to inspire learning.

Wentworth Institute of Technology Center for Engineering, Innovation and Sciences - Boston, MA Gilbane provided construction management at-risk services for the new, five-story, 78,000 SF WIT CEIS. Featuring a large scale glass and aluminum curtainwall system with zinc panels, the facility includes four levels of academic space for the Physics, Civil Engineering and Mechanical Engineering programs as well as shared gallery and presentation space, a lecture hall, classrooms and offices. The fifth level includes a mechanical penthouse.

Boston University East Campus Student Services Center - Boston, MA*

Kevin worked as project executive on this phased construction service project, which delivered 122,000 SF in 12 months. The East Campus Student Services Center is 6 stories above grade and one below. This building features classrooms, essential student service rooms, and state-of-the-art dining facilities with innovative energy recovery systems, which service over 30 cooking stations.

Harvard University Northwest Laboratory - Cambridge, MA*

Provided preconstruction and construction phased services as project executive to deliver what is currently Harvard's largest completed construction project to date. The project encompassed 500,000 SF split 50/50 above and below grade. The building includes one of several chilled water plants, wet and dry lab teaching spaces and classrooms as well as storage space for art and anthropological collections.

Massachusetts Institute of Technology Media Lab Expansion - Cambridge, MA*

Provided construction phased services as Director of Operations leading a team to deliver a 163,000 SF addition to the existing media lab. The project houses seven active labs as well as conference space and associated catering facility.



- > 20 years in industry
- CER, Project Management, Bryant University
- BBA, Business Administration, Northeastern University
- Construction Supervisor License, MA
- > Project Management Professional
- > OSHA 30 Hour Trained

66 Excellent. Smart.
Good communication
skills with the owner,
OPM and architect
that has benefited the
project atmosphere.

- Mark Warner, Associate, Jonathan Levi Architects, Dearborn STEM Academy

Lead Project Manager

Lynda brings 20 years of experience on complex projects and a great working relationship with Jonathan Levi from the Dearborn project. As the full time lead project manager, Lynda will provide regular project status reports and will serve as the primary point of contact during construction for all team members, local building officials and the subcontractor community. Lynda has a strong background as a manager of engineering and is a role model for women in the construction industry. She will enforce quality and standards while maintaining a safe clean and organized project site.

Dearborn STEM 6-12 Early College Academy - Boston, MA

In collaboration with Jonathan Levi Architects. Highly innovative design for 21st Century Learning as a model school for Boston as the first new Chapter 149A Boston Public Schools project in 15 years. The LEED Gold school without corridors that fosters inter-relatedness and transparency that serves its community with mixed grade project based learning cohort commons and features flexible indoor and outdoor learning spaces, a MakerSpace fabrication lab, and integrated modern technology including 3D printers and laser die cutters. The 600-student building itself is a learning tool with industry leading blending of curvilinear features and layers of operating systems with visible aesthetic elements to make the typically unseen building systems, structure and components visible to inspire learning.

Wentworth Institute of Technology Center for Engineering, Innovation and Sciences - Boston, MA

The CEIS is a new, five-story, 78,000 SF complex housing Physics, Civil Engineering and Mechanical Engineering as well as shared gallery and presentation space, a lecture hall, live learn classroom space and offices. With a focus on collaborative learning, the building includes an open floor plan with state-of-the-art technology and laboratory spaces. To meet the project's aggressive schedule, the team utilized design-assist partners and prefabrication for several components, including the MEP penthouse and risers. Through these efforts, the team was able to save more than two months on the schedule.

Plymouth Trial Court - Plymouth MA

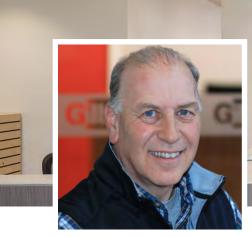
Gilbane provided Chapter 149A CM at-risk services for the new, 189,154 SF, three-story building to house operations for the district, housing superior, juvenile, probate, and family courts. Construction involved the demolition of two existing wooden structures on-site with the installation of new sidewalks, paved parking for 565 vehicles, as well as landscaping and site improvements.

State Street Bank One Channel Center - Boston, MA

Gilbane provided construction management services for the 485,000 SF, 11-story, build-out at One Channel Center. The building is primarily comprised of office space with amenities and services to support the office population. Floors 3 through 11 accommodate 440 to 480 employees per floor. The first floor includes the lobby, security center, mail center, and conference center, while the second floor has a large kitchen/cafeteria to support the building.

Fairhaven Oncology Center - Fairhaven, MA

Gilbane provided CM at-risk services for a new 57,924 SF state-of-the-art oncology center. The Southcoast flagship comprehensive cancer care facility provides patients with radiation therapy, chemotherapy, surgery, and diagnostic imaging services in a peaceful setting. This project received the 2013 Thomas and Gilbane Project Achievement Award. It also made use of green roof and energy efficient lighting systems.





- > 40 years in industry
- AS, Mechanical Engineer
 Technology, Bristol Community
 College
- > OSHA 30 Hour Trained

Strong superintendent. He manages the site and trades tightly and brings a wealth of experience to the job.

- Anne King, Liberty Mutual Insurance, Boston

Senior General Superintendent

A 40-year construction veteran, Bob Braga will prepare the site utilization and logistics planning, traffic flow and parking plans to determine the most efficient use of the site and will control the project in the field. During construction, he will provide direct daily oversight of safety, site utilization and quality by overseeing mock-ups, first-delivery inspections and benchmarking of new construction activities. Bob will conduct regularly scheduled job meetings for on-site personnel and assist with maintaining daily progress reports for subcontractors in terms of attaining schedule milestones and adhering to safety and quality programs. He will also ensure that field trades are well-coordinated and are working efficiently and safely on the project site.

Rochester Memorial School - Rochester, MA

\$22M Chapter 149A renovation and additions to the Rochester Memorial School. The scope of work included 70,000 SF of renovations and a 34,385 SF two-story precast addition with an added boiler room. The project included selective demolition, updated fire protection, new HVAC systems including displacement ventilation with air conditioning, and security improvements. Associated site work included a new well, septic system, parking, loading dock, and playfields.

Westerly Schools - Westerly, RI*

New 150,000 SF middle school and renovations to 150,000 SF in the high school and 100,000 SF in the existing middle school. The new middle school design involved a pod configuration, separating each grade into its own pod area. The building featured a 400-seat auditorium with graduated seating, full gymnasium, and 330-seat cafeteria. The building has capacity to enroll up to 1,000 students. The existing middle school was tied into the current high school to create a new "campus environment" for the high school. This required condemning sections of two streets and a playing field to complete the tie in. In addition, the existing administration building was demolished and incorporated into the infrastructure upgrades. Site-work included entrance reconfiguration and additional parking at the expanded high school.

Central High School - Providence, RI*

Multi-phase renovation of the high school that accommodates the city's funding availability. Upon completion, the entire school (originally built in 1926) will be completely renovated to provide an updated learning facility, including all administration, classrooms, gymnatorium, cafeteria, kitchen, and site improvements totaling 196,950 SF.

Reading High School - Reading, MA*

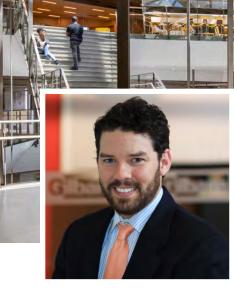
The project was a 350,000 SF, \$64 million high school that included 10 science labs.

Oliver Ames High School - Easton, MA*

Responsible for the mechanical design of the renovations and addition totaling 417,920 SF to the Oliver Ames High School. The program includes renovation of the existing infrastructure.

DCAMM Multi-Campus Infrastructure Upgrades - Various Locations, MA

Gilbane is providing design-build services for the replacement of critical infrastructure on eight higher education campuses throughout Massachusetts. Scopes include, but are not limited to, electrical switchgear, steam/central heating and mechanical and various associated equipment.



- > 10 years in industry
- BS, Construction Management, Wentworth Institute of Technology
- Construction Supervisor License, MA
- > OSHA 30 Hour Trained

Derek is very organized, detailed and able to communicate very effectively.

- Mark Warner, Architect, Jonathan Levi Architects, LLC (Project: Dearborn STEM Academy)



Assistant Project Manager

With 10 years of experience in project engineering roles, Derek Ullman has a depth of technical expertise and strong project controls background. Derek has spent the last year serving as Gilbane's regional Operations Excellence Manager, inspecting active projects to ensure they meet all quality standards. Derek will provide information needed to Town of Brookline, Leftfield and Jonathan Levi Architects. Derek will develop the roadmap for purchasing, change management, cost reporting, submittals, RFIs, material status and closeout. Using Procore, he will maximize efficiency by creating customized portals, dashboards and reports to suit the needs of the Michael Driscoll School project. Additionally, Derek will manage all field activities as it relates to MEP systems including, but not limited to, shop drawing review and coordination, equipment and systems installation and quality assurance.

Dearborn STEM 6-12 Early College Academy - Boston, MA

In collaboration with Jonathan Levi Architects. Highly innovative design for 21st Century Learning as a model school for Boston as the first new Chapter 149A Boston Public Schools project in 15 years. The LEED Gold school without corridors that fosters inter-relatedness and transparency that serves its community with mixed grade project based learning cohort commons and features flexible indoor and outdoor learning spaces, a MakerSpace fabrication lab, and integrated modern technology including 3D printers and laser die cutters. The 600-student building itself is a learning tool with industry leading blending of curvilinear features and layers of operating systems with visible aesthetic elements to make the typically unseen building systems, structure and components visible to inspire learning.

UMass Boston Substructure Demolition and Quadrangle Development - Boston, MA

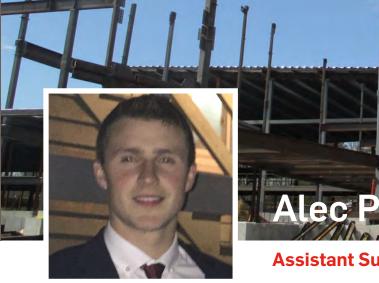
The SDQD project is a major element of the Campus Master Plan revitalization effort. The project will address long-standing substructure parking garage deficiencies and result in a new landscaped quadrangle as a campus gathering space providing circulation amongst buildings and create a welcoming environment with buildings well-connected to landscape, the waterfront, and the surrounding communities. Principles of universal design and sustainability are central to the project to improve the safety, accessibility, and resiliency of the campus.

Lowell General Hospital Patient Care Facility Expansion - Lowell, MA

The six-story addition and renovation project included a new emergency department and trauma center with 50 individual exam rooms, three new operating rooms, a day surgery center, a new 30-bed surgical unit, a new 30-bed intermediate care unit, a new labor and delivery unit with 12 private rooms, and two new C-section operating rooms, as well as a new main entrance and lobby.

State Street Bank John Hancock Tower Defit 200 Clarendon Street Renovations - Boston, MA

Construction management services for the State Street Bank John Hancock Tower Defit project that involved the mechanical systems and stripping floors back to base building system. Project challenges included coordination with crane operators for the removal of two CAT generators from the of the John Hancock tower as well as the removal of mechanical systems from the ceilings while maintaining the ceiling conditions. The team worked closely with the owner to ensure a successful project completion.



- > 2 years in industry
- BS, Building Construction Technology, University of Massachusetts Amherst
- > OSHA 30 Hour Trained

Assistant Superintendent

As a assistant superintendent, Alex will assist Robert Braga in site utilization and logistics planning, traffic flow and parking plans to determine the most efficient use of the site and will control the project in the field. During construction, he will provide direct daily oversight of safety, site utilization and quality by overseeing mock-ups, first-delivery inspections and benchmarking of new construction activities. Alec will conduct regularly scheduled job meetings for on-site personnel and assist with maintaining daily progress reports for subcontractors in terms of attaining schedule milestones and adhering to safety and quality programs. He will also ensure that field trades are well-coordinated and are working efficiently and safely on the project site.

Minuteman Regional Vocational Technical High School - Lexington, MA

Alec served as an intern on this project, providing a significant contribution to the project. Due to his outstanding work, we have hired him as a full time superintendent upon his graduation. Gilbane provided Chapter 149A CM at-risk services for the new \$119M Minuteman Regional Vocational Technical High School. The new school serves 630 students, offering 16 Chapter 74 Career and Vocational Technical CVTE programs designed to meet the region's current and emerging workforce needs of the ten member communities: Acton, Arlington, Belmont, Bolton, Concord, Dover, Lancaster, Lexington, Needham, and Stow. The school is organized in four two-story buildings and met NE-CHPS sustainability requirements. The design of the school meets the school wide goals of providing project based learning and professional learning communities.

Confidential and proprietary information.



- > 16 years in industry
- > MAS, Business Administration, Babson College
- > OSHA 30 Hour Trained

Project Engineer

Clarence Mevs has experience in various markets such as commercial, K-12 education and higher education. Clarence brings his experience in project controls to provide timely and current project information to all members of the project team. Using Gilbane's project controls software, Procore, he will create customized portals, dashboards, and reports to suit the needs of the project. As the project engineer, he will be responsible for review of all contract drawings and specifications for completeness and constructability.

Winthrop Middle/High Schools - Winthrop, MA

Gilbane provided construction management at risk services for a new 187,917 SF middle/high school project. The scope involved the demolition of the existing school and a single-phased construction plan. The new middle/high school serves approximately 970 students in grades six through twelve. One of the unique elements of this project was the use of rammed aggregate piers as a ground improvement strategy. Originally targeting LEED Silver certification, through successfully adding additional credits such as waste management, recycled content, and enhanced commissioning, the team was able to achieve LEED Gold certification.

Minuteman Regional Vocational Technical High School - Lexington, MA

Gilbane provided Chapter 149A CM at-risk services for the new \$119M Minuteman Regional Vocational Technical High School. The new school serves 630 students, offering 16 Chapter 74 Career and Vocational Technical CVTE programs designed to meet the region's current and emerging workforce needs of the ten member communities: Acton, Arlington, Belmont, Bolton, Concord, Dover, Lancaster, Lexington, Needham, and Stow. The school is organized in four two-story buildings and met NE-CHPS sustainability requirements. The design of the school meets the school wide goals of providing project based learning and professional learning communities.

South Street Landing - Providence, RI

This CM at-risk project transformed the 100-year old power station into a vibrant academic and office community along the City's riverfront. Designed to meet LEED sustainability standards, the historic brick facility was restored to now houses the 130,000 SF Nursing Education Center for Rhode Island College and the University of Rhode Island and 135,000 SF Brown University administrative space for general counsel, HR and other offices. The project included a new, 240,000 SF, 750-space parking garage. The scope included environmental remediation and was recognized with a Driehaus Foundation 2019 National Preservation.

TD Garden Expansion - Boston, MA

Major expansion effort touched all nine levels including new food halls, Bruins and Celtics locker room gut renovations, the two-story 1928 Club for club seat guests, Rafters Deck new seating and party studio suites, additional cantilevered seating and significant MEP upgrades. The projects occurred within the existing fully functioning arena complex which includes 40+ concerts during the summer off season.



- > 4 years in industry
- > BA, Sociology, College of the Holy Cross
- > OSHA 30 Hour Trained

66 Hove working with students and leading tours of our projects.

Project Engineer

Colleen Shouldice brings her experience in implementing project controls and strong proficiency with Procore to provide timely and current project information to all members of the project team. Colleen will work alongside Derek Ullman to provide information needed to the Town of Brookline, Leftfield and JLA. She will develop the roadmap for purchasing, change management, cost reporting, submittals, RFIs, material status and closeout. Using Gilbane's proprietary project management information system, Smartapp, she will maximize efficiency by creating customized portals, dashboards and reports to suit the needs of the Michael Driscoll School project.

Winthrop Middle/High Schools - Winthrop, MA

Gilbane provided Chapter 149A, CM at-risk services for a new \$67.5M, 187,917 SF middle/high school project. The building contains two separate wings for the middle and high schools joined by shared core facilities including the 12,000 SF gymnasium, library, kitchen and 580-seat auditorium. The new middle/high school serves approximately 970 students in grades six through twelve. Specialty spaces include a 100-seat black box theater, vocational fabrication and carpentry space, culinary arts café and state-of-the-art science labs. Located on a tight site, the project involved the demolition of the existing school. This project achieved LEED Gold.

Minuteman Regional Vocational Technical High School - Lexington, MA

Chapter 149A CM at risk services for the new Minuteman Regional Vocational Technical High School that will support 628 students, offering 16 Chapter 74 Career and Vocational Technical CVTE programs into two Academies. The middle portion of the building is reserved for shared resources such as the Main Entry, Administration, Media Center, Gymnasium, and a Technical Theatre. Site improvements will include reconstruction of the driveways, parking areas and walkways throughout the site. Pedestrian and vehicular bridges will span an open channel wetland separating the proposed parking with the new school. The existing school will be demolished after the new school is built and site restoration completed.

Winthrop Middle/High Schools Athletic Fields - Winthrop, MA

Rebuild of Miller Field, adjacent to the new Winthrop Middle High School. The overhaul included a new artificial turf football field, a six lane track, state of the art lighting, seating and press box, and extensive drainage improvements.

GILBANE BUILDING COMPANY Confidential and proprietary information.



- > 4 years in industry
- » BS, Occupational Safety & Health, Keene State College
- > OSHA 30 Hour Trained



Safety Manager

Safety is always Gilbane's top priority. The safety manager's role is as an objective observer with the responsibility of ensuring that Gilbane and every contractor on the project site never compromise when it comes to safety. As safety manager, Andrew will develop a customized project-specific safety plan tailored to the site, align subcontractors with our safety focus, identify key safety challenges, and create a plan to mitigate the risks throughout the life of the project. The plan will include all procedures, inspection, enforcement, documentation and reporting requirements. In addition to the safety audits, checklists and other tools that Gilbane utilizes, Andrew will be involved in training all to embrace our safety culture based upon people, not on statistics.

Minuteman Regional Vocational Technical High School - Lexington, MA

Gilbane provided Chapter 149A CM at-risk services for the new \$120M Minuteman Regional Vocational Technical High School. The new school serves 630 students, offering 16 Chapter 74 Career and Vocational Technical CVTE programs designed to meet the region's current and emerging workforce needs of the ten member communities: Acton, Arlington, Belmont, Bolton, Concord, Dover, Lancaster, Lexington, Needham, and Stow. The school is organized in four two-story buildings and met NE-CHPS sustainability requirements. The design of the school meets the school wide goals of providing project based learning and professional learning communities.

Taconic High School - Pittsfield, MA

Gilbane provided Chapter 149A CM at-risk services for the construction of the new \$100M, 246,000 SF high school for 520 career and technical education students and 400 general academic students in grades 9-12. The new three floor school was built just north of the existing school on existing ball fields. When the new school was completed, the existing school was demolished. Two new sod soccer/lacrosse fields and a softball field were built on the site footprint of the old school. There is also a new horticulture building with an attached greenhouse. The sitework required excessive wetland replication areas including several rain gardens and water detention areas.

Massachusetts Museum of Contemporary Art (MassMoCA) Building 6, Phase 3 - North Adams, ${\sf M}{\sf \Delta}$

Gilbane provided CM at-risk services for the third phase of a comprehensive master plan for the mixed use redevelopment of a National List of Historic Places factory mill complex, which occupies 16-acres and approximately one third of the North Adams downtown business district. The scope of Phase 3 included renovation of 135,000 SF of interior space for museum galleries, performing arts facilities, public circulation, and workshop and meeting facilities, plus associated back-of-house support spaces.



- > 36 years in industry
- > BS, Business Administration, University of Massachusetts Lowell
- > LEED Accredited Professional
- > OSHA 10 Hour Trained





Chief Estimator

Joe McCoy has been involved in developing 20 Ch. 149A MSBAs under the MA construction management at-risk delivery approach and works well with architects and the third party estimate reconciliation process. As chief estimator, Joe will work closely with the Town of Brookline, Leftfield and Jonathan Levi Architects, Gilbane team members, and other key stakeholders to generate critical cost estimating, value analysis, and constructability information at regular intervals, keeping the project on track. Joe will coordinate a team of in-house civil, structural, architectural, mechanical, fire protection/ plumbing and electrical estimators to develop various estimates.

Dearborn STEM 6-12 Early College Academy - Boston, MA

In collaboration with Jonathan Levi Architects. Highly innovative design for 21st Century Learning as a model school for Boston as the first new Chapter 149A Boston Public Schools project in 15 years. The LEED Gold school without corridors that fosters inter-relatedness and transparency that serves its community with mixed grade project based learning cohort commons and features flexible indoor and outdoor learning spaces, a MakerSpace fabrication lab, and integrated modern technology including 3D printers and laser die cutters. The 600-student building itself is a learning tool with industry leading blending of curvilinear features and layers of operating systems with visible aesthetic elements to make the typically unseen building systems, structure and components visible to inspire learning.

Goodyear Elementary School - Woburn, MA

Gilbane provided CM at-Risk services under Ch. 149A for the City of Woburn. The MSBA-funded project called for the construction of a 68,000 SF new elementary school. The new school consolidated two outdated school buildings and was designed to educate 320 students in grades K-5. The project's design targeted MA-CHPS sustainable design criteria.

Rochester Memorial Elementary School - Rochester, MA

Gilbane provided construction management at-risk services under Chapter 149A for the renovation and additions to the Rochester Memorial School. The scope of work included 70,000 SF of renovations and a 34,385 SF, two-story, precast addition with an added boiler room and music addition. The project consisted of phased construction that occurred over two school years.

Sarah Gibbons Middle School - Westborough, MA

Gilbane provided CM at-risk services for the major \$21M renovation of the existing 110,000 SF middle school. The improvements provided an up-to-date learning facility that enhances and improves the student's ability to excel within the classroom. This phased occupied repair project focused on building systems, exterior envelope, science and classrooms, kitchen and building code items throughout with site/civil improvements. The project consisted of upgrades to major building systems, including mechanical, plumbing, electrical, and building. Improvements to painting, flooring, and ceilings were also made and a new fire protection system was installed.

Minuteman Regional Vocational Technical High School - Lexington, MA

Gilbane provided Chapter 149A CM at-risk services for the new \$120M Minuteman Regional Vocational Technical High School. The new school serves 630 students, offering 16 Chapter 74 Career and Vocational Technical CVTE programs designed to meet the region's current and emerging workforce needs of the ten member communities: Acton, Arlington, Belmont, Bolton, Concord, Dover, Lancaster, Lexington, Needham, and Stow. The school is organized in four two-story buildings and met NE-CHPS sustainability requirements.



- > 46 years in industry
- > LEED Accredited Professional

\$825 M

Chapter 149A experience

Paul Olean will provide all HVAC, mechanical and instrumentation area estimating from early concepts through to bid package estimates. Where required, he will attend design review meetings and directly interface with the design engineers and subcontractors to assist in budget control. He will also provide constructability review and value engineering concepts. He will work closely with chief estimator, Joe McCoy, to ensure that the estimate does not contain any overlaps or missing scope.

Dearborn STEM 6-12 Early College Academy - Boston, MA

In collaboration with Jonathan Levi Architects. Highly innovative design for 21st Century Learning as a model school for Boston as the first new Boston Public Schools project in 15 years. The LEED Gold school without corridors that fosters inter-relatedness and transparency that serves its community with mixed grade project based learning cohort commons and features flexible indoor and outdoor learning spaces, a MakerSpace fabrication lab, and integrated modern technology including 3D printers and laser die cutters. This supports STEM curriculum and the Early College High School program with local partner universities and businesses. The 600-student building itself is a learning tool with industry leading blending of curvilinear features and layers of operating systems with visible aesthetic elements to make the typically unseen building systems, structure and components visible to inspire learning.

Winthrop Middle/High Schools - Winthrop, MA

Gilbane provided Chapter 149A, CM at-risk services for a new \$67.5M, 187,917 SF middle/high school project. The building contains two separate wings for the middle and high schools joined by shared core facilities including the 12,000 SF gymnasium, library, kitchen and 580-seat auditorium. Specialty spaces include a 100-seat black box theater, vocational fabrication and carpentry space, culinary arts café and state-of-the-art science labs. This project achieved LEED Gold.

Minuteman Regional Vocational Technical High School - Lexington, MA

Gilbane provided Chapter 149A CM at-risk services for the new \$120M Minuteman Regional Vocational Technical High School. The new school serves 630 students, offering 16 Chapter 74 Career and Vocational Technical CVTE programs designed to meet the region's current and emerging workforce needs of the ten member communities: Acton, Arlington, Belmont, Bolton, Concord, Dover, Lancaster, Lexington, Needham, and Stow. The school is organized in four two-story buildings and met NE-CHPS sustainability requirements.

North Reading Schools Middle/High Schools - North Reading, MA

Gilbane provided Chapter 149A CM at-risk services for the new \$104M integrated middle/high school project. The scope included a new building, renovations to an existing building, demolition of existing buildings, and associated site work. The 275,521 SF school was built in two phases over three years. The new high school building provides a state-of-the-art learning environment for students and faculty, offering flexible classrooms, high tech laboratory spaces and small group learning areas. The middle/high school share a new performing arts center/auditorium, kitchen and cafeteria, gymnasium, library/media center and administrative spaces as well as core mechanical spaces. The project targeted LEED Gold certification.



- > 27 years in industry
- BS, Mechanical Engineer
 Technology, Northeastern
 University

\$1.5B





Plumbing Estimator

Stephen Pagliuca will provide all plumbing, fire protection estimating from early concepts through to bid package estimates. Where required, he will attend design review meetings and directly interface with the design engineers and subcontractors to assist in budget control. He will also provide constructability review and value engineering concepts. He will work closely with chief estimator, Joe McCoy, to ensure that the estimate does not contain any overlaps or missing scope.

Dearborn STEM 6-12 Early College Academy - Boston, MA

In collaboration with Jonathan Levi Architects. Highly innovative design for 21st Century Learning as a model school for Boston as the first new Boston Public Schools project in 15 years. The LEED Gold school without corridors that fosters inter-relatedness and transparency that serves its community with mixed grade project based learning cohort commons and features flexible indoor and outdoor learning spaces, a MakerSpace fabrication lab, and integrated modern technology including 3D printers and laser die cutters. This supports STEM curriculum and the Early College High School program with local partner universities and businesses. The 600-student building itself is a learning tool with industry leading blending of curvilinear features and layers of operating systems with visible aesthetic elements to make the typically unseen building systems, structure and components visible to inspire learning.

Goodyear Elementary School - Woburn, MA

Gilbane provided CM at-Risk services under Ch. 149A for the City of Woburn. The MSBA-funded project called for the construction of a 68,000 SF new elementary school. The new school consolidated two outdated school buildings and was designed to educate 320 students in grades K-5. The project's design targeted MA-CHPS sustainable design criteria.

Rochester Memorial Elementary School - Rochester, MA

Gilbane provided construction management at-risk services under Chapter 149A for the renovation and additions to the Rochester Memorial School. The scope of work included 70,000 SF of renovations and a 34,385 SF, two-story, precast addition with an added boiler room and music addition. The project consisted of phased construction that occurred over two school years.

Sarah Gibbons Middle School - Westborough, MA

Gilbane provided CM at-risk services for the major \$21M renovation of the existing 110,000 SF middle school. The improvements provided an up-to-date learning facility that enhances and improves the student's ability to excel within the classroom. This phased occupied repair project focused on building systems, exterior envelope, science and classrooms, kitchen and building code items throughout with site/civil improvements. The project consisted of upgrades to major building systems, including mechanical, plumbing, electrical, and building. Improvements to painting, flooring, and ceilings were also made and a new fire protection system was installed.

Minuteman Regional Vocational Technical High School - Lexington, MA

Gilbane provided Chapter 149A CM at-risk services for the new \$120M Minuteman Regional Vocational Technical High School. The new school serves 630 students, offering 16 Chapter 74 Career and Vocational Technical CVTE programs designed to meet the region's current and emerging workforce needs of the ten member communities: Acton, Arlington, Belmont, Bolton, Concord, Dover, Lancaster, Lexington, Needham, and Stow. The school is organized in four two-story buildings and met NE-CHPS sustainability requirements.



- > 27 years in industry
- BS, Electrical Engineering, Northeastern University
- LEED Building Design + Construction
- > LEED Accredited Professional





Electrical Estimator

Robert Johnson will provide all electrical estimating from early concepts through to bid package estimates. Where required, he will attend design review meetings and directly interface with the design engineers and subcontractors to assist in budget control. He will also provide constructability review and value engineering concepts. He will work closely with chief estimator, Joe McCoy, to ensure that the estimate does not contain any overlaps or missing scope.

EED AP BD+C

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East Somerville Community School - Somerville, MA

This \$32M Chapter 149A project consisted of the complete renovation of a two-story, 125,876 SF school for 550 students. A fire in the school in December of 2009 left the building unusable, requiring a complete renovation. The scope included upgrades to classrooms, the cafeteria, the gymnasium, the auditorium, and the kitchen, as well as the addition of a new media center.

Minuteman Regional Vocational Technical High School - Lexington, MA

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Malden High School - Malden, MA

Gilbane provided Chapter 149A CM at-risk services the \$55M project which included the phased and occupied renovation of 448,000 SF in three wings, and consisted of reconfiguration of administrative and classroom space to foster a four-house model, renovation of the athletic facilities and new public community spaces. The project included significant upgrades to MEP/HVAC systems with a new DDC controls system, installation of new electrical services, and enhancement of handicap accessibility both in the buildings and on the site. The project was located on a zero lot line urban site.

Taconic High School - Pittsfield, MA

Gilbane provided Chapter 149A CM at-risk services for the construction of the new \$100M, 246,000 SF high school for 520 career and technical education students and 400 general academic students in grades 9-12. The new three floor school was built just north of the existing school on existing ball fields. When the new school was completed, the existing school was demolished.



- > 28 years in industry
- MBA, Accounting, Bryant University
- BS, Marketing, Miami University Ohio
- > OSHA 10 Hour Trained



Procurement Manager

Paul Ruggieri

Paul Ruggieri has played a key role in construction procurement in Massachusetts. He has procured over 500 trade contracts totaling more than \$950 million over the past five years alone under the Chapter 149A process. Projects have ranged from \$10 million to \$255 million including 25 Chapter 149A projects, of which 20 are MSBA-funded K-12 projects. He has mastered the RFQ/RFP process as well as working with the field team to align scopes of work with bid specifications. Paul's understanding of the procurement process is a tremendous asset to our public clients – getting projects off to a quick start and avoiding delays.

Dearborn STEM 6-12 Early College Academy - Boston, MA

In collaboration with Jonathan Levi Architects. Highly innovative design for 21st Century Learning as a model school for Boston as the first new Boston Public Schools project in 15 years. The LEED Gold school without corridors that fosters inter-relatedness and transparency that serves its community with mixed grade project based learning cohort commons and features flexible indoor and outdoor learning spaces, a MakerSpace fabrication lab, and integrated modern technology including 3D printers and laser die cutters. This supports STEM curriculum and the Early College High School program with local partner universities and businesses. The 600-student building itself is a learning tool with industry leading blending of curvilinear features and layers of operating systems with visible aesthetic elements to make the typically unseen building systems, structure and components visible to inspire learning.

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Winthrop Middle/High Schools - Winthrop, MA

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Confidential and proprietary information.

GILBANE BUILDING COMPANY



- > 14 years in industry
- > MS, Fire Science, Worcester Polytechnic Institute
- > BS, Civil Engineering, Worcester Polytechnic Institute
- > LEED Accredited Professional
- > OSHA 10 Hour Trained
- > AGC Certificate of Management-Lean Construction (CM-Lean)
- > Certified Lean Practitioner

Katie is certified Lean Practitioner and oversees all AP&S efforts on active MA projects

Advanced Planning and Scheduling

Kathryn Strumolo will provide schedule development and management expertise or this project. Kathryn will lead our initial master planning session to identify all major project milestones and all significant project activities to develop the master schedule. She will work closely with the project team to determine phasing, preconstruction deliverables schedule and procurement strategy, as well as construction activities and durations in order to develop a detailed master project schedule. During construction, Kathryn will update the schedule and provide reporting in a variety of formats depending on project needs. She will coordinate overall planning with the project team, conduct monthly project audits, monitor overall performance indicators and assist the team to resolve any scheduling concerns.

Dearborn STEM 6-12 Early College Academy - Boston, MA

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Woonsocket Schools Middle School Replacement - Woonsocket, RI

Gilbane, in coordination with Ai3 Architects, provided design-build services for the \$95M (escalated to 2019 dollars) 1,760-student middle school complex. The two new identical middle schools have shared resources including sports fields and parking. Each of the middle schools included 45 regular classrooms and science labs, plus an art room, a consumer science lab, a library, gymnasium and cafetorium. The middle schools are also equipped with the latest in educational technologies.



- > 8 years in industry
- MAR, Professional Master of Arch, University of Kansas
- > LEED Accredited Professional
- LEED Building Design + Construction

John has overseen





New England VDC project experience in past 5 years



As a VDC director, John Myers' role is to plan and implement technology and software platforms on projects to aid in Lean processes and to facilitate the collection and formatting of facility data. This will provide a better and faster turnover deliverable, enabling the Michael Driscoll School to get up and running in their building more quickly and efficiently. John will also be involved early on in the project to tailor the VDC needs of the job and ensure that the BIM execution plan and trade contracts align with the customized needs of the project. In other words, he will set the road map for the coordination and modeling suited to the project.

Dearborn STEM 6-12 Early College Academy - Boston, MA

John Myers

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Confidential and proprietary information.



- > 31 years in industry
- > BS, Natural Resources-H20 Resource, University of Rhode Island
- > Asbestos Inspector, RI
- > Certified Microbial Consultant
- > OSHA 30 Hour Trained
- > LEED Accredited Professional
- > LEED Building Design + Construction
- > American Indoor Air Quality Association



Environmental Solutions

Mark Winslow provides environmental support for various Gilbane projects located within the New England area. This support consists of work scope development, bid scope review, peer review, estimating, exposure analysis protocols, regulatory interpretations and more. These projects include the design and management of surface and subsurface investigations for hazardous materials. They also include the design and management of UST excavations, removals and closures. He has worked on subsurface delineation studies, closure assessments, specialized confined space monitoring programs, geophysical investigations including the implementation of magnetometer, terrain conductivity, ground penetrating radar surveys, regulatory agency negotiations, contaminated media studies, environmental risk assessments, audits, regulatory permit preparations, negotiations, remedial technology assessment/selection, value engineering, design of safety programs, the development of various health programs, compliance audits and program efficiency studies.

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REFERENCES

Confidential and proprietary information.

GILBANE BUILDING COMPANY

Name	Title		References	
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Walter Kincaid, LEED AP BD+C	Project Executive	David Girard Co-Chair Building Committee Town of Winthrop (617) 692-0618 david.girard@northstar-pres. com	Ford Spalding Chair Minuteman Regional Vocational Technical School District (781) 861-6500 fspalding@feltonberlin.com	Henry Fitzgerald Building Committee Chair Shrewsbury Public Schools (508) 841-8819 henryjfitzgerald@gmail.com
Kevin Cooke	Preconstruction Manager	David Flynn Boston University (617) 353-2112 ddflynn@bu.edu	Jonathan Levi Jonathan Levi Architects (617) 437-9458 jlevi@leviarc.com	David Wahlstrom Wentworth Institute of Technology (617) 989-4552 wahlstrom@wit.edu
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Robert Braga	Senior General Superintendent	Arnie Johnson Building Committee Chairman Rochester Elementary School (617) 719-5527	Chris Simmler Owner's Project Manager Jacobs (774) 297-1318	Robert Crepeau Facilities Manager Charlton Memorial Hospital (508) 679-7127
Derek Ullman	Assistant Project Manager	Christopher Davis Sr. Associate/Commissioning Group Leader SMMA (617) 279-9474 cdavis@smma.com	Kenneth Mahtesian S Dir. Project Mgmt CBRE / Global Work Place Solutions (617) 756-7200 kenneth.mahtesian@cbre.com	Mark Warner Senior Associate/Technical Director Jonathan Levi Architects (617) 437-9458 mwarner@leviarc.com
Alec Picard	Superintendent	Gerry Albert Field Supervisor Skanska Owner's Project Manager, Minuteman Regional Vocational Technical School (617) 275–6641 Gerry.Albert@skanska.com	Sy Nguyen Program Manager Skanska Owner's Project Manager, Minuteman Regional Vocational Technical School (857) 202–8875 Sy.Nguyen@skanska.com	Gregory Joynt Associate Architect Kaestle Boos Associates (508) 203–8678 gjoynt@kba-architects.com
Clarence Mevs	Project Engineer	Nicholas Koulbanis, AIA, LEED AP BD+C Principal Director of Higher Education Studio SMMA (617) 575-0303 nkoulbanis@smma.com (Project: South Street Landing, Providence, RI)	Peter McManus Principal Murphy & McMnaus, LLC Real Estate Development Company (781) 444-3510 x 12 pmcmanus@ murphymcmanus.com	Alan Pemstein, Architect HMFH Architects, Inc. (617) 844-2140 apemstein@hmfh.com (Project: Winthrop High School)

Name	Title	References		
Colleen Shouldice	Project Engineer	Ford Spalding Chair Minuteman Regional Vocational Technical School District (781) 861-6500 fspalding@feltonberlin.com	Gregory Joynt Architect Kaestle Boos Associates, Inc. (508) 203-8678 gjoynt@kba-architects.com	Vincent Vadeboncoeur Assistant Program Manager, Project Manager Skanska (857) 208-6564 vincent.vadeboncoeur@ skanska.com
Andrew Leitch	Safety Manager	Dr. Jason "Jake" P. McCandless Superintendent of Pittsfield Public Schools (413) 499-9470	John Benzinger Skanska-Senior Program Manager, Owner's Project Manager Taconic High School (413) 281-8934	Bigs Waterman Owner's Project Manager MASS MoCA Building #6 (413) 441-9310
Joseph McCoy, LEED AP	Chief Estimator	David Wahlstrom Vice President Business Wentworth Institute of Technology (617) 989-4552 wahlstromd@wit.edu	Fred DiMauro, Frmr WPI V.P., Facilities & Planning Pinck & Co. (617) 445-3555 adimauro@pinck-co.com	Ralph Wallace Senior Program Manager Keville Enterprises (781) 929-5681 rwallace@umassp.edu UMass Boston Substructure
Paul Olean, LEED AP	Lead Mechanical Estimator	Vladimir Yarmarkovich, PE Senior Vice President Cosentini Associates (617) 494-9090 vyarmarkovich@cosentini- ma.com	Thomas A. Mann, Jr. Director, Facilities Development & Planning CharterCARE Health Partners (401) 456-2417 thomas.mann@chartercare.org	Steven Levin Principal BR+A Consulting Engineers (617) 254-0016 srl@brplusa.com
Stephen Pagliuca	Plumbing Estimator	Peter Reilly, PE Partner AKF Group (617) 737-1111	Robert Gretham Project Manager Leggat McCall Properties (617) 422-7000 robert.greetham@lmp.com	Ken Moore Senior Associate BR+A Consulting Engineers (617) 925-8265
Robert Johnson, LEED AP BD+C	Electrical Estimator	Jim Bisson, Jr. President Professional Electrical Contractors of CT, Inc (781) 440-2927 jbissonjr@pecofct.com	Andrew MacIntosh Sales Engineer Generac (508) 229-1429 amacintosh@asne.com	Robert Roche Chief Estimator Wayne J. Griffin Electric, Inc. (508) 508-306-5450 rroche@wjgei.com
Paul Ruggieri	Procurement Manager	David Saindon LeftField Program Managers (617) 872-5180 dsaindon@leftfieldpm.com	Jeremy Flansburg Owner's Representative City of Worcester (508) 799-8561 flansburgj@worcesterma.gov	Eugene Caruso Project Manager Tishman (617) 723-2050
Kathryn Strumolo, LEED AP	Scheduler	Bruce Bisbano Principal Bisbano + Associates, Inc. (401) 569-2199 bruce@bisbano.com	Andy Reinach, VP Alexandria Real Estate Equities, Inc. (626) 578-0777 areinach@are.com	Christian Blomquist Architect Payette Associates, Inc. (617) 895-1000 cblomquist@payette.com
John Myers, LEED AP BD+C	BIM Manager	Andy Reinach VP of Development & Construction Alexandria Real Estate Equities (617) 551-8538 areinach@are.com	Michael Kyes, AIA Architect/Digital Design Coordinator Jacobs Architecture (617) 491-6450 mkyes@smma.com	Cory Siddons Director of Engineering Alnylam Pharmaceuticals (617) 682-4283 csiddons@alnylam.com
Mark Winslow, CMC, REM, LEED AP BD+C	Environmental Solutions	Tina Stanislaski HMFH Architects, Inc. (617) 492-2200 tstanislaski@hmfh.com	David W. Frassinelli Associate Vice President Fairfield University (203) 254-4254 dfrassinelli@fairfield.edu	Alan Sepe, Facilities Director North Smithfield School Dept. (401) 595-9113 asepenorthsmithfieldschools. com

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Lynda Callahan demonstrated truly outstanding performance. It is a real pleasure to work with her and the Gilbane team - they are one of the best that I have worked with in my long career.

-Norman Brown, Jacobs Engineering

Our lead project manager, Lynda Callahan is a proven leader. On a project of this size, it is important that the Town of Brookline is confident that the CM team leader has the ability to address a wide range of issues including budget, procurement, schedule, logistics, quality, safety, and commissioning with expertise. Her role is to communicate the project objectives to this team clearly and concisely and then manage the day-to-day execution of the project to the standards and expectations of the Town. Lynda's breadth of experience in this capacity sets her apart as the trusted leader that cities and towns appreciate.

Lynda's success as a builder stems from two skills above all others: **disciplined planning and proactive communication**. Lynda's planning skills differentiate her from her peers in that she is able to stay ahead of project reports and manage workload schedules with amazing precision to ensure successful project completion. Her ability to anticipate challenges related to weather, scope-related sequencing, safety and campus coordination means that he is never caught off guard. Workers in the field, subcontractors, designers and consultants alike benefit directly because of the level of organization, clarity and reliability of Lynda's directions and forecasting.

Lynda served as the manager of engineering on the first new Boston Public School project in 15 years, Dearborn STEM 6-12 Early College Academy project. The LEED Gold school was delivered 2% under budget and achieved 660 Safe Days with no lost time. Working closely with the City of Boston, Daedalus Projects and JLA, Lynda's **excellent communication and planning skills** led to a high level of trust with the school and city's leadership.

Lynda's leadership in the field is matched by her understanding of the importance of constant and clear communication with all stakeholders, including town officials and consultants. Keeping the Town of Brookline, Leftfield, JLA and all neighbors and residents informed about the phasing and impacts of this complex project will be critical. Lynda never assumes anything; instead she proactively verifies all assumptions with Town officials relative to activity, safety, existing conditions, and planned events. In turn, Lynda is able to provide detailed, clear and reliable information to all

members of the community regarding construction activities.

CLIENT SATISFACTION RESULTS FOR LYNDA

TOP 2
RANKED SKILLS by owners and architects

INTEGRITY AND HONESTY

COMMUNICATION



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Bob Braga did an outstanding job. He addressed our issues immediately when we had problems with the project and always offered solutions to fixing the problems.

- Richard LaCamera, Town Administrator, Rochester, MA (Rochester Memorial School)

As Senior General Superintendent, Robert will prepare the site utilization and logistics planning, traffic flow and parking plans to determine the most efficient use of the site and will control the project in the field. During construction, he will provide direct daily **oversight of safety, site utilization and quality** by overseeing mock-ups, first-delivery inspections and benchmarking of new construction activities. Bob will conduct regularly scheduled job meetings for on-site personnel and assist with maintaining daily progress reports for subcontractors in terms of attaining schedule milestones and adhering to safety and quality programs. He will also ensure that field trades are well-coordinated and are working efficiently and safely on the project site.

On the Rochester Memorial Elementary School Project, Bob led field work for the 6-phased schedule, overseeing safety of trades working within and around an existing occupied elementary school with minimal impact on the educational environment. The project included extensive MEP upgrades including, a new boiler plant, fire pump and sprinkler system, a 100% outside air displacement ventilation system and a new electrical and tel-data system for the school. To meet the schedule requirements, Bob worked with the design-assist model precast contractor to allow the new addition to be used as a swing space while other portions of the existing school were reconstructed.

The direct and indirect stakeholders in this project will benefit from Bob's insistence that the project schedule be updated daily to reflect even the slightest adjustments to schedule and sequencing. Because of the special attention that this task receives from Bob, the Town of Brookline, Leftfield, JLA and subcontractors are able to work with incredible efficiency.

Bob has taken the time and knows every note and section on the plans and specifications of the project better than any other person on site. He understands the scope of each bid package. This gives him the ability to quickly direct the execution of the work by the subcontractors. He has enforced the establishment of quality benchmarks for the project, which require the subcontractors to demonstrate their ability to execute the required quality as a sample, before they are allowed to move on to production work. He has held planning sessions for the execution of difficult work prior to that work beginning.

Using this methodology, Bob studies the construction schedule and plan, making note of areas which warrant his particular

focus and personal attention while carefully delegating less sophisticated challenges to appropriate team members. With these traits and his detailed knowledge of the work, Bob has gained the respect of all team members. This respect allows him to build a strong sense of teamwork in the project from all the trades.

CLIENT SATISFACTION RESULTS FOR BOB

TOP 2
RANKED SKILLS by owners and architects

INTEGRITY AND HONESTY

COMMUNICATION





Derek is just as strong in personality but much more polished at his delivery in communication. He has proven to be very organized, detailed and able to communicate very effectively.

- Mark Warner, Architect, Jonathan Levi Architects, LLC (Project: Dearborn STEM Academy)

As assistant project manager, Derek will have primary responsibility on the project team for **obtaining**, **evaluating**, **coordinating** and **distributing** the **information** and authorizations necessary to construct the Michael Driscoll School project on time, within budget and to the quality specified. Derek also brings the required depth of **MEP technical knowledge** and ability to **implement strict quality standards to** ensure the complex MEP systems receive the necessary focus throughout the project. Overseeing the integration of electrical, HVAC and mechanical systems, Derek will perform precondition surveys, constructability reviews, and will support estimating throughout the project, including involvement in value management sessions. Derek will ensure all coordination is well planned and constructed within budget. He will also ensure cost studies are performed specific to MEP systems and the design is of the highest quality at the most cost-effective price. Additionally, Derek will implement the BIM execution plan and perform trade contractor coordination to ensure quality standards on the project.

Derek will utilize his past successful experience from the Dearborn STEM 6-12 Early College Academy, Boston's first 21st century learning facility. This was an urban project on a very tight site with challenging logistics. Construction was coordinated with just-in-time deliveries carefully planned as site access and lay down areas were limited. At Gilbane, we have several corporate core values that we expect all employees to possess and embody, and two of them apply particularly well to Derek; toughmindedness and dedication to excellence.





Derek was instrumental in the VDC effort to coordinate the exact placement of the Dearborn STEM school monumental stair onto the existing bolt penetrations coming up from the concrete floor.

CLIENT SATISFACTION RESULTS FOR DEREK

TOP 2
RANKED SKILLS by owners and architects

INTEGRITY AND HONESTY

COMMUNICATION



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Gilbane's process, procedures and communication protocols are among "best practices.

- Dr. Ed Bouquillon, Superintendent Minuteman Regional Vocational Technical School District

Colleen is a graduate of Gilbane's competitive management trainee program. Colleen is a talented construction professional with a comprehensive skill set and portfolio of projects to her credit. In the short three years she has been with Gilbane, she has a proven ability to address the challenges of multiple complex projects by being highly **effective communicator** and a **proactive problem solver**.

Colleen oversaw the student inclusion efforts on the new \$120 million Minuteman Regional Vocational Technical High School. This included Colleen's coordination of Minuteman's Horticulture & Plant Science class utilizing the new rock wall that was constructed as part of the new school as a learning opportunity. Colleen organized the collection of all required design drawings, specifications as well as subcontractor bid reviews for the students, working closely with the teacher. The students first built a mockup portion of the rock wall themselves using a small tractor to stack the heavy stones. The students used a wooden form they had constructed earlier as a guide to ensure height and width of the wall met the design specifications. The students then calculated the quantities of the stone material that would be needed to construct the entire wall needed for the project. They compared the pricing by yard and by ton of seven subcontractors to determine a recommendation on selecting the best contractor. The students then compiled their findings and made a presentation, coordinated by Colleen, to the construction team. Their analysis uncovered price differentiations based on shipping cost, challenges in being able to select the proper size stones required, and how labor affects pricing.

CLIENT SATISFACTION RESULTS FOR COLLEEN

TOP 2

RANKED SKILLS by owners and architects

BUDGET AND SCHEDULE

DOCUMENTATION/REPORTING







Clarence Mevs Project Engineer

As project engineer, Clarence Mevs will assist Derek Ullman in **reviewing shop drawings and expediting the flow of information**, plans and specifications to JLA, field construction forces, subcontractors and material suppliers. Clarence will also assist in processing the project schedule and for developing and monitoring the project cost control system including the budget, cash flow and changes. Clarence will support the team's efforts in managing and tracking activities including change management, RFIs, submittals, cost control and project closeout, inclusive of an organized turnover documentation package. Clarence will assist with on-site coordination to include: material delivery inspections; completion of the rolling completion list; and enforcing quality requirements.

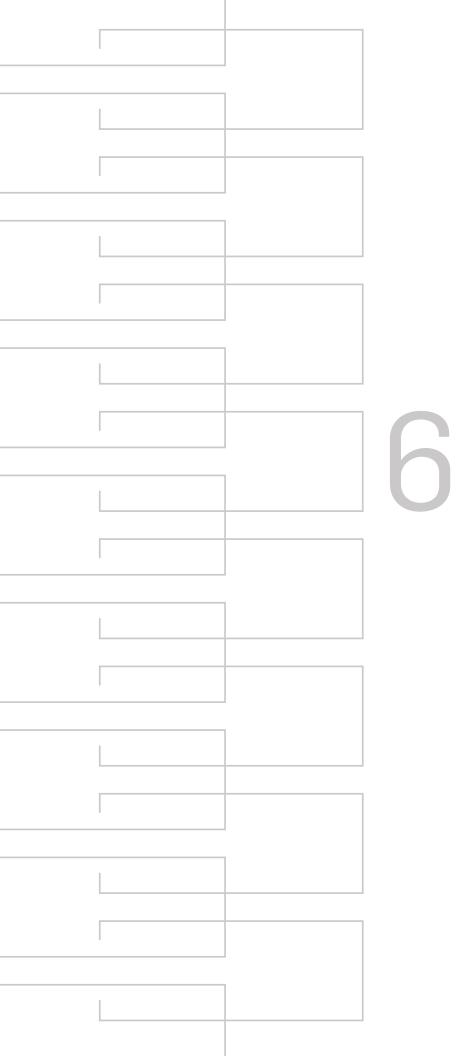


Alec Picard Superintendent

Alec Picard will assist Robert Braga in ensuring the **constant flow of personnel and materials, to plan the work far enough in advance so that the proper craftsmen will be available when they are required**, and to ensure that the proper materials are available to them. Throughout construction, Alec will help ensure proper information is communicated to other staff, subcontractors, the Town and JLA so that the construction schedule is maintained. Alec will work with the superintendent team to develop excellent working relationships with facilities personnel at all levels and will have the primary responsibility to ensure the Michael Driscoll School site daily operations are secure and protected during construction.

Additionally, Alec will collaborate with the superintendent team to proactively enforce safety on job site at all times. Alec performed a similar role while working on the \$119M, 258,332 SF Minuteman Regional Vocational Technical High School which has many similar challenges to the new Michael Driscoll School.

Confidential and proprietary information.





PRE-CONSTRUCTION SERVICES PLAN

Michael Driscoll School Project Goals	Preconstruction Approach
Safety First	 Site logistics and wayfinding planning for safety/security of students, faculty and visitors Award-winning Gilbane Cares project-specific safety plan to keep everyone safe on the jobsite
S On Budget Best Value	 › Benchmarking analysis based on 20 Ch. 149A schools › Subcontractor outreach to attract a high volume of qualified bids from our deep relationships with subcontractors in the local community › Complete scopes of work, require BIM models in REVIT from key subs › Proactive VM with design team › Transparent GMP development with Owner › Focus on maximizing program within available budget
On Schedule	 › Early packages: site, electrical for site enabling, concrete, foundations, foundation waterproofing, steel, and underground utilities. Pre-purchases include the roof top HVAC equipment and exterior features. › Long lead equipment/materials › Permitting strategy › Optimal sequencing of the work using Gilbane's Lean AP&S to get consensus and commitment form all parties › Schedule Risk Analysis
Highest Quality/ Durability Standards	 Gilbane's proprietary Interdisciplinary Document Coordination reviews typically reduce RFIs by 60% Virtual Design & Construction – BIM execution plan Constructability reviews to validate the design reflects the most economical approach to construction available Collaborate with JLA to maximize sustainable design and construction
Maximize Sustainability	 Work with project team to identify the sustainability strategies that maximize building a highly energy efficient school. Conduct benefit/cost analysis of the identified sustainability strategies so Brookline can make more informed decisions regarding ROI.
Ease of Maintenance and Operations	 Constructability analysis of durability of material selection Access to national lessons learned database of school construction challenges based on 125 of K12 national projects in last 5 years Commissioning planning from day one Engagement of in-house MEP specialist to ensure smooth installation and start up phase
Minimize Impact on Learning Environment	 Sequencing of loud work noise Maximize school breaks and summer period for scheduling of noisy activities or those that cause vibration Incorporate student activities such as test periods into project schedule

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PRECONSTRUCTION APPROACH

Our project team will coordinate a series of project kick off sessions to kick off our preconstruction services.

- > Safety Workshop with the project team and Gilbane to review the site and integrate requirements into a project-specific safety plan.
- > **Security Workshop** with the design consultants and school administration to discuss concepts to secure the facility.
- > Scheduling/Phasing Workshop with the project team including Leftfield, JLA and the Town to better understand the needs and priorities of the school and project.
- > Procurement Workshop with all project stakeholders to fully integrate requirements into the Gilbane procurement manual for goods and services, including:
 - Enabling scope of work provided by project team MA-CHPS
 - Bid packaging strategies
 - Source inspection requirements
- Materials inspection and management
- Maximize opportunities for regional contractors

• Long lead materials and equipment

- > Project Controls Workshop. We will review with the project team exactly what our controls are going to provide along with the associated matrices. Gilbane has extensive experience providing measurement information in the manner that best suits your requirements.
- > Quality QA/QC Workshop with the project team to review the Michael Driscoll School project and fully integrate the Town's requirements into Gilbane's quality procedure manual.
- > BIM Workshop with the project team and Gilbane in order to establish a coordinated plan to implement BIM for effective and efficient use of trade tools.

GILBANE DELIVERABLES

In addition, the preconstruction team will prepare and submit the following deliverables for the project:

- > Review of Town's project budget
- > Review of project schedule
- > Establish permitting requirements
- > Site mobilization plan

- > Write scopes of work for early bid packages
- > Define MA-CHPS requirements
- > Identify early bid packaging for subcontractors
- > Establish drug testing and CORI protocols
- > Define on-site security procedures proactive neighbor/community relations



SCHEDULE MANAGEMENT APPROACH

Reliability, commitment and proactive problem solving are the hallmarks of Gilbane's approach to schedule development. Developed by a dedicated group of innovators, Advanced Planning & Scheduling (AP&S) is Gilbane's Lean approach to creating high performance, integrated teams where individual members bring distinct expertise to the process, thereby eliminating waste and producing a highly reliable schedule. By integrating the whole team throughout the AP&S process, from owners through the Last Planners, opportunities to optimize the whole schedule are realized early in the process.

BENEFITS OF GILBANE'S APS APPROACH

- > Minimize waste while maximizing value
- > Team buy-in through inclusion of stakeholders in planning and decision-making
- > Achieve reliable workflow with pro-active checks and balances throughout planning
- > Benefit from continuous improvement through sharing of successes

Master Planning and Project Milestone Schedule

AP&S begins with identifying owner priorities by understanding the overall goal for the project through engaging the owner in a focused dialogue. Once priorities and goals are determined, the Gilbane team leads the master planning during which high-level milestones are identified to define the "road map" from project commencement to completion. Upon completion of the master planning session, Gilbane's scheduler loads the milestone dates into Primavera Project Planner (P6) scheduling software. This master project schedule depicts the overall project strategy, objectives, and activities set to time scale. It is the framework from which all future phase pull planning information will be developed.

Distributed to all project stakeholders, it is refined throughout the project, depending on pace of work put in place. Our team will work closely to keep the Town, Leftfield and JLA apprised of master schedule updates.

AT A GLANCE **ADVANCED PLANNING** & SCHEDULING

IDENTIFY OWNER PRIORITIES

MASTER PLANNING

> Determine Milestones

PHASE PULL PLANNING

- Logistics Planning > Procurement

- > BIM Planning

WEEKLY WORK/ LOOK-AHEAD PLANNING

- > Production planning

SHIFT MEETINGS

> Percent of plan complete/Variance tracking

PRODUCTIVITY AND EFFICIENCY **ANALYSIS**

> Percent of plan complete, Root Causes, and Constraint analysis



BUDGET ANALYSIS AND COST CONTROL

One of the many unique aspects that Gilbane brings to this project is an understanding of how to get the greatest value for your school's construction project. Our team has an excellent understanding of the local area, your reimbursement guidelines and the K-12 construction market in the region. This portfolio of current projects provides us with leverage within the local trade contractor community, but more importantly, it provides the Town and project team with highly accurate, current cost and availability information to support our cost model development.

Our cost management process integrates Target Value Design cost estimating and value management in a systematic approach to identify the function of an item, establish a value for that function, and provide that function for the best overall initial and life-cycle cost. In every analysis, this must be consistently accomplished with the aesthetics, schedule, performance, and safety purpose of the item. We understand the constraints of your budget and we look forward to collaborating with the project team to identify systems or components that may result in lower costs without sacrificing the project's quality requirements. Facilitated by our estimating staff, all value engineering efforts are conducted in close coordination with the entire project team and building committee.

VALUE MANAGEMENT

In facilitating the value engineering process, several factors must be considered. With each idea, we consider:

- > **Constructability** Simpler to build? Other systems affected?
- > **Schedule** Does it take less time? Allow follow on work sooner?
- General Conditions Is the cost of GCs impacted? Winter conditions?
- > MA-CHPS Add/deduct/zero impact to points?
- > Operations and Maintenance More or less energy efficient?
- > Form and Function Do we like how it will look?



VALUE ENGINEERING (VE) SUCCESS

East Somerville Community School - 125,000 SF

Gilbane's VM solution utilizing alternative HVAC manufacturing resulted in a $\$240,\!000$ savings.



- Angela Allen, Purchasing Director, City of Somerville, MA





Paul Ruggieri Procurement Manager



Meredith Whalen Purchasing Agent

Our purchasing team brings nearly 40 years of combined experience and a proactive approach to competitive bidding!

SUBCONTRACTOR OUTREACH AND BIDDING PLANS

Subcontractor pricing typically comprises 90 percent of any construction project. The ability to attract optimum numbers of qualified subcontractors is of the utmost importance to achieve competitive pricing. Gilbane's purchasing department will be involved immediately to begin the buy-out of the project. Our purchasing agents are construction professionals who have the same technical expertise as our project managers, superintendents and/or engineers. Paul Ruggieri, procurement manager, along with our field personnel, will develop detailed scopes and appropriate bid lists.

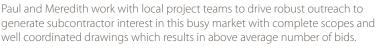
Gilbane has a long history in Massachusetts, and our relationship with local subcontractors is solid. In the local and national marketplace, subcontractors enjoy working with Gilbane because we have developed a reputation for paying on time, providing a safe work area, delivering what we promise, and better defining the requirements of the contract. As a result, we get competitive and accurate prices. We are:

- > Actively committed to the public construction market in Massachusetts and in particular have an active presence and strong reputation in the local area
- > Aware of workload projections for most subcontractors in the region
- > Continuously developing relationships with local material vendors
- > Negotiating material delivery contracts in Massachusetts and other New England states daily

Attracting quality trade contractors and subcontractors to this project is of critical importance to both the competitive outcome of the project, as well as its overall success. Gilbane's reputation among subcontractors is "tough but fair," benefiting our clients with good competitive coverage.



PROACTIVE PROCUREMENT RESULTS



	Minuteman Regional High School	Winthrop Middle-High School	Sherwood Middle School	Dearborn STEM Academy
Site	7	5	8	4
Steel	4	7	6	4
Demo	7	4	4	6

Competitive bid results on Minuteman Regional High School saved \$5M!

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ESTIMATING PROCESS

We will perform the following estimates: an onboarding estimate, 100% Design Development, 60% Construction Documents and 90% Construction Documents documentation and for the Enabling/Early Bid Package scope of work.

Immediately following the completion of each of these estimates, we will meet with your independent estimators to compare and reconcile the estimates so that we can develop the most accurate cost for the present design. If the cost for that design differs, either up or down, from Town's budget for the project, we will produce a series of value management suggestions along with approximate cost estimates for each. Then we will meet with JLA to determine the feasibility of each value management suggestion. Once this is done, Town will make the final decision as to which suggestions are accepted so that

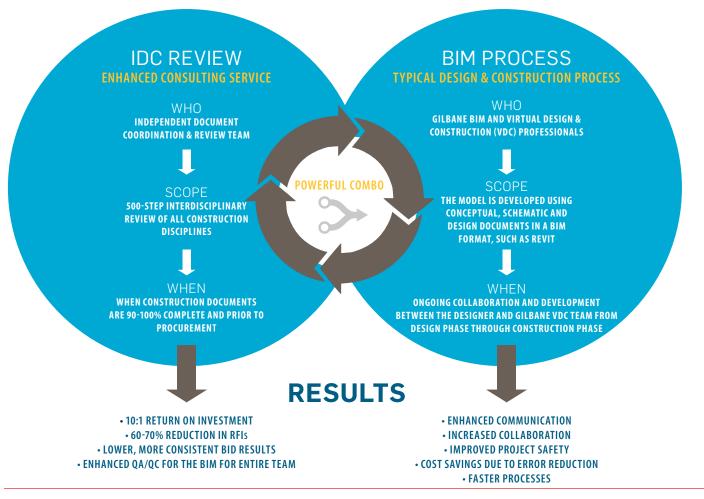
the designer can incorporate those changes into the project. This process will be followed for each of the estimates so that we can monitor the cost and be assured that the final cost of the project is within budget.

Our approach to budget management includes the following elements:

- > Identify cost drivers through a detailed estimate that is reconciled with third party
- > Explore options in a collaborative manner with stakeholders
- > Present solutions with consideration of life cycle cost as well initial value
- > Rank items, prioritize, and make decisions (accepted, pending, rejected)
- > Track items and maintain log through the entire preconstruction phase

46 MA K-12 PROJECTS totaling
\$2.7 BILLION

Gilbane's cost stewardship is based on



QUALITY CONTROL: INTERDISCIPLINARY DOCUMENT COORDINATION

Interdisciplinary document coordination (IDC) is a preconstruction service separate from other preconstruction or construction services within Gilbane. IDC utilizes a 500-step checklist combined with lessons learned and best practices in a rigorous, systematic analysis of plans and specifications. IDC will mitigate risk, reducing requests for information (RFIs), change orders, and project delays while improving relationships among owners, architects, engineers, and contractors.

IDC Reviews Encompass:

- > Physical Will it hit? Will it fit? (Ducts clashing with steel, above ceiling congestion)
- > Functional Does it work? (120V VAV box circuited to a 277/480 Volt panel)
- > Scope What does it need to work? (How is the curtainwall attached back to the superstructure?)
- > Life Safety Review and Opinion IBC, NFPA, & Life Safety Compliance

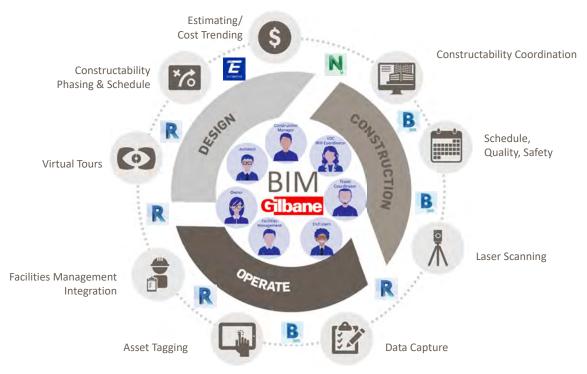


IDC REVIEW SUCCESS

Essex Technical High School - 337,000 SF

After four months of review, IDC identified and addressed over 800 issues with the drawings.





BIM Life Cycle | Streamlining Workflow in Every Phase

QUALITY CONTROL: VIRTUAL DESIGN AND CONSTRUCTION

Through VDC, we ensure that your building's model produces tangible and quantifiable results through each step of construction and after the project is complete. Each step in the VDC process can stand alone or can build on the previous to form a comprehensive series that defines the VDC umbrella of services. Management of the process is provided by Gilbane's VDC engineers, who all have an architecture/engineering degree with field construction experience. Our capabilities include:

- > 3D visualizations and walk-throughs
- > 4D visual scheduling
- > 5D estimate integration
- > Site logistics/safety planning
- > Design phase model coordination
- > Virtual clash detection
- > Prefabrication-ready models
- > Virtual constructability review
- > Facilities management integration

VDC is Gilbane's department of responsibility and management for all preconstruction and operational, model-based, design-to-fabrication/installation workflows. As a construction manager at-risk, this level of accountability for the engineering hygiene of Gilbane's projects poses unique challenges to the risk-adverse nature of the industry—which necessitates being both responsible, as well as accountable, for the digital documentation production and management of all our projects.

VDC TEAM CORE RESPONSIBILITIES

- > To act as the *operational, technical, risk-management arm* of our project teams from preconstruction through completion of the **shop-drawing process.**
- > To schedule the construction-fabrication-engineering phase of projects—backed with real-world-data.
- > To *facilitate the production* of high-quality, industry-leading **3D Fabrication and Construction Models** that track the arc of not just the construction phase of the building, but the entire life-cycle.
- > To facilitate the *nuances* of the **field installation of coordinated scope**.

QUALITY MANAGEMENT: GILBANE'S MODEL-BASED SHOP DRAWING DELIVERY

In 2015, Gilbane VDC initiated a scope item for the first time that was revolutionary in commercial construction. Across every project exceeding \$30 million, Gilbane VDC mandated that the mechanical, electrical, and plumbing trade contractors must use the Design Version of Autodesk Revit to produce their model-based-shop-drawing-delivery process. Gilbane was the first (and still only) construction manager to use this approach in New England

WASTE FROM TRADITIONAL VDC APPROACH EFFICIENCIES/VALUE FROM GILBANE'S REVIT ONLY REQUIREMENT A/F Trades Owner Deliverable A/E Trades Gilbane Deliverable Multiple fabrication 3D CAD files means typically 35% **Revit only frame work** means 100% of VDC engineer time is VDC engineer's time wasted converting or customizing spent resolving issues while working with the most capable trade partners in the industry. files Superior shop drawing production means driving a more Conventional process inevitably leads to occasional complete design with improved dimensional surety. design or engineering scope gaps. Traditional VDC trade contractor coordination Enhanced shop drawing production results in fully during construction means design re-work and coordinated design prior to construction and more productive workflows. reactive approach. Standard CAD-based RFIs are unable to easily include Improved quality RFIs are submitted in multi-disciplinary, cut orthographic and isometric sections at the same orthographic, designer native documentation format (as in a time. drawing set) for faster resolution. Committed VDC engineer means knowledge gained in Lack of centralized VDC staffing approach means loss of legacy knowledge and erosion of trust built with precon is applied when leading coordination and preparing team. as-builts. Revit's embedded and consolidated environment **2D CAD As-Builts** means a time consuming process to means a 1-to-1 simple translation into all owner's facilities convert to the owner's facilities management systems. management platforms. **Traditional workflow** has reactionary and slow Poised to maximize emerging delivery systems including adoption capability of emerging and trending delivery design-assist, design-build, Lean and IPD.

GILBANE'S TYPICAL RESULTS VERSUS TRADITIONAL WORKFLOW

30% faster shop drawing duration | 50% faster RFI turnaround time

systems.

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PREPARATION OF THE GUARANTEED MAXIMUM PRICE

We understand that budgets are not flexible and must be met. We take pride in successfully reaching a Guaranteed Maximum Price (GMP) with 100 percent of our K-12 clients. Gilbane has unmatched experience in developing Chapter 149A GMP proposals for our clients and executing to that GMP as a CM at-Risk firm. This phase not only consists of the development of the GMP and the design documents, but also is the basis for developing a good partnership between team members that can be carried throughout the project.

Gilbane's approach to a GMP is an open book philosophy. A cost model (from the initial schematic estimate) will be developed immediately and be continually revised. Gilbane will use the model as a basis for GMP development. Our approach to delivering a GMP is based upon a number of important factors which include:

- > Open communication between the Town, Leftfield, JLA and Gilbane's project team
- > Close collaboration between all disciplines including estimating, operations, scheduling, purchasing, and risk management
- > Complete analysis and consideration of all value engineering and constructability options
- > Development of optimal bid packages to ensure the most competitive bid scenarios for each scope of work
- > Precise definition of the complete scope of work for each bid package, ensuring complete coverage and no scope overlap
- > In-depth knowledge of current local market conditions
- > A commitment to delivering a final number backed by the confidence that it is the right number for everyone involved

A critical component of developing your GMP is in understanding the guidelines of the MSBA. Gilbane has successfully developed GMPs for more than 20 MSBA-funded projects valued at \$1.5 billion. Our understanding of how their reimbursement program is administered ensures our clients receive maximum reimbursement for their approved project.



Maximize your MSBA reimbursement with our experience developing 20 GMPs for MSBA funded projects valued at \$1.5B



MAXIMIZING SUSTAINABILITY

Recognizing Brookline's commitment to sustainability, we will partner with the design team to evaluate options and provide constructibility input.

Geothermal Systems

Geothermal, or ground source heat pump systems, have a higher first cost with a pay-back period that is dependent on many design factors, most notably the soil conditions, the depth to groundwater, and distance of the well field from the building itself. This life-cycle cost pay-back is one of the first steps to explore the feasibility of any current and/or future systems. Other design considerations directly relating to geothermal include the building envelope.

Building Shell

The building envelope is directly tied to energy performance, in what is alternatively described as "whole building design" as well as "passive house". The basic premise is to include design enhancements to the building envelope including:

- > Ratio of glass to hard wall target 30 percent glass maximum
- > Triple glazed windows (three panes of insulating glass versus two)
- > Greater thickness of insulation in walls and roofs leading to higher R-values
- > Attention to flashing and caulking details
- Specification and design of materials, ie., vertical and/or horizontal sunscreens, closed-cell spray insulation versus batt or rigid.

Mechanical/Electrical/Plumbing (MEP)

Photovoltaic systems pricing has come down for a quicker pay-back than in previous years. A rooftop photovoltaic array versus ground-based systems is an important consideration. If roof top array, coordination between roof top equipment and the PV array, as well as consideration of snow drift and structural loads and maintenance is critical. Also consider lighting controls that tie into not only time of day but solar strength (cloud cover). Consider solar hot water systems to reduce energy costs associated with heating domestic hot water. It is important to consider the pumps used in the ground source heat pump system. As part of the Life-Cycle Cost Study, in addition to the first and energy consumption costs, there are the operating and equipment replacement cost considerations, which will be evaluated early in design.

GILBANE'S MA-CHPS K-12 SCHOOLS

- > Minuteman Regional Vocational Technical High School, Lexington, MA
- > Essex North Shore Agricultural & Technical High School, Hathorne, MA
- > North Reading Schools Middle/High School, North Reading, MA
- > Taconic High School, Pittsfield, MA
- > Dearborn STEM Academy, Roxbury, MA
- > Wilmington High School, Wilmington, MA

- > Sherwood Middle School, Shrewsbury, MA
- > East Somerville Community School, Somerville, MA
- > Sarah Gibbons Middle School, Westborough, MA
- > Bristol County Agriculture High School, Dighton, MA
- > Fales Elementary School, Westborough, MA
- > Elbridge Gerry School, Marblehead, MA

GEOTHERMAL SYSTEMS

We are currently working with a significant geothermal system at the Westborough Fales Elementary School that is in the preconstruction phase. We understand the nuances of these complex systems and will help guide constructability impacts and system cost options analysis on the Michael Driscoll School.

KEYS TO SUCCESS

- > Design team expertise and experience
- > Perform early bores
- > Examine drilling impacts to area wells or aguifers
- > Field failure allowance

- > Coordinate wellfield and site designer
- > Coordinate designers and equipment manufacturers
- > Ensure ease of maintenance

LESSONS LEARNED | BEST PRACTICES

Geothermal Flushing

> When installing well field, separate site piping from building piping when flushing the system to prevent contaminants from entering the closed loop system

Geo Clips

> This patented product often breaks when the loop is fed down the bore hole. Rather than use, lengthen the well depth and eliminate the cost of Geo Clips to ensure adequate heat transfer

Well Field Layout

> The best economy is obtained when an equal number of wells on circuits is specified

Utilization of a Vault

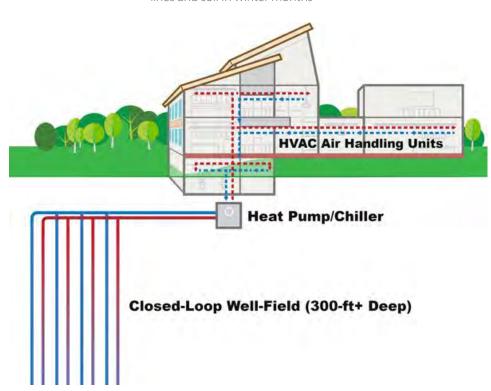
> The use of a vault is more efficient than running dozens of loops back to the building

Prevention of Freezing

> Confirm that the engineer has calculated the leaving water temperature of the field to avoid the potential for freezing lines and soil in winter months

MEP CHALLENGES

- > Focus on early identification of well drilling conditions to establish and maintain the budget as well as identify if deeper wells be used
- > Early coordination of header location, evaluate the use of a vault and ensure ease of maintenance
- > Begin training of staff during design and early construction phases
- > Confirm water used in system is compatible with manufacturer's warranty standards



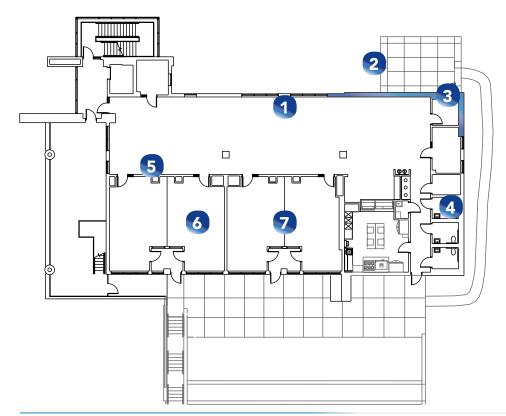
10 YEARS

\$730 MILLION

© SUSTAINABLE K-12 CASE STUDY: METROPOLITAN CAREER AND TECHNICAL CENTER ◆

This high school achieves 47% design efficiency improvement to energy code standards and achieved twice as many points required by Northeast CHPS protocols through geothermal heating, rainwater collection system, maximizing renewable energy sources available on-site and a "Cool" roof. Below are some show some of the sustainable features of the design.

SECOND FLOOR



LED light fixtures Used throughout the school, LEDs are efficient, low energy, long life, low maintenance, and dimmable



High Performance Building Envelope

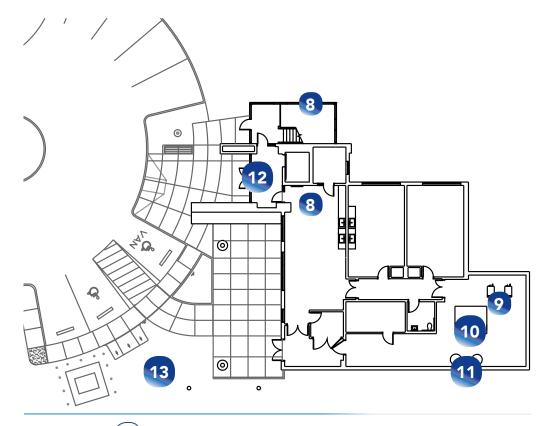
- **5** Occupancy sensor Automatically power lights on or off based on occupancy
- **Photosensors** All spaces receive natural light Artificial lights dim when natural light is available





Achieve high acoustical performance Flexible for collaborative teams and for independent learning All have access to exterior views Operable windows for natural ventilation

FIRST FLOOR





Mark Winslow Environmental Solutions

Mark Winslow brings extensive regional sustainable K12 experience including from his work on the MET School project and his role as a leader in Gilbane's Environmental Center of Excellence and Corporate Sustainability Council with 30 years of industry experience on providing environmental solutions to project site challenges. Mark will collaborate with JLA to maximize the sustainability strategy on this project.

The MET school achieves half the average school utility cost.

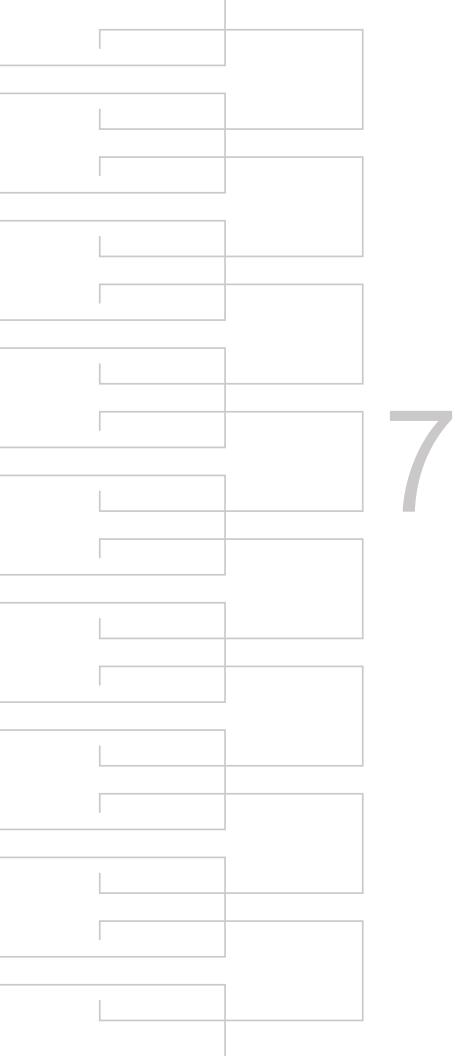




Solar Thermal Storage Tank

- Walk-off mats Reduce tracking of dirt and particulates into school
- 13 Geothermal Exchange System

GILBANE BUILDING COMPANY







CONSTRUCTION SERVICES PLAN

Michael Driscoll School Project Goals	Construction Approach
Safety First	 > Separation of trades from student body > Enforce CORI, badging and worker decorum policies > SafetyNet to proactively monitor and track safety performance
S On Budget Best Value	 Real time cost management to maintain budget Aggressive change management to ensure best value
On Schedule	 Real time schedule analysis and reporting VDC trade contractor coordination on overlapping trades to maximize efficient "make ready" workflow Continuous AP&S sessions to work through solutions to specific schedule challenges
Highest Quality/ Durability Standards	 VDC trade contractor coordination to proactively resolve conflicts Proactive subcontractor oversight BIM360 quality data collection and reporting via iPads Mockups, benchmarks, inspections Rolling Completion List
Maximize Sustainability	 Develop a QA/QC program to address key sustainability strategies including geothermal wells, solar collectors, environmentally friendly MEP systems and others throughout the course of construction.
Ease of Maintenance and Operations	 In-house MEP coordination with Owner's third party commissioning agent Revit as-built models Comprehensive O&M manuals and staff training Gilbane's electronic turnover (e.TOP) service
Minimize Impact on Learning Environment	 Daily, weekly and monthly communication through presentations, reports and email/web updates using visualization aids to communicate impacts with the school and neighborhood community Optimal construction material deliveries schedule Noise and vibration monitoring and restriction plan

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ENSURE STUDENT SAFETY

Our project team fully appreciates the level of trust and responsibility that comes with being your builder--we do not take that responsibility lightly. Construction of the Michael Driscoll School will be carefully evaluated and performed to mitigate impacts to the day-to-day activities of the existing school operation. Gilbane will lead a series of planning sessions with key stakeholders to proactively identify potential construction impacts on the existing operations of the neighboring school. The outcomes of the planning sessions provide the basis for a variety of project plans. These plans will be continuously reviewed and modified with school administration, staff and local authorities throughout the construction to ensure minimal disruption and maximum safety and construction efficiency.

- > Site circulation
- > Phasing plan
- > Project schedule
- > Logistics plan
- > Site-specific safety plan
- > Pedestrian wayfinding plan
- Project communication plan for students and the community

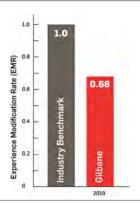
- > Student pick-up/drop-off
- > Infrastructure tie-in and relocation plan
- Optimal construction material deliveries schedule
- Noise and vibration monitoring and restriction planning



360,000 hours

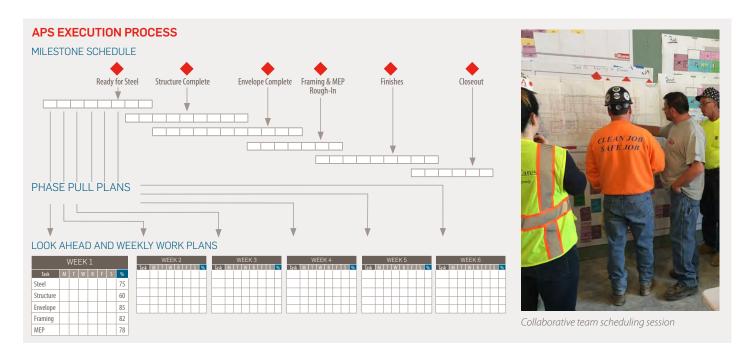
with ZERO lost time injuries on the Dearborn STEM Academy project





Gilbane's EMR

Our safety program's success is reflected in our EMR of .68, well below the industry average of 1.0.



SCHEDULE CONTROL

Optimal schedule development is critical because labor costs are the largest single project expenditure, and construction projects are intrinsically driven by time frames for activity completion. Through Gilbane's Advanced Planning & Scheduling (AP&S) approach, planning and scheduling is conducted in real-time and continuously verified throughout the construction phase. Each step of the process breaks down the previous into a further level of detail and commitment and expands the network of commitments from the core group (owner-A/E-CM) down to the Last Planner (typically the trade contractor foreman).

Phase pull planning

Just prior to work beginning and throughout the duration of construction, phase pull planning is conducted. Phase pull planning takes into account logistics planning; procurement lead times; production planning; safety and 5S procedures; and BIM execution planning. A dedicated space on the construction site is utilized where the Gilbane team displays project plans, results, and trends to encourage collaboration.

With the milestones confirmed during preconstruction, the pull planning process identifies work flow, starting at a milestone or target condition and pulling (backwards) to the beginning of the work flow. The construction phase team uses the pull plan information to create 6-week look-ahead schedules from which we derive our weekly work plans to determine a production plan, visualized below. From here, the team, including the owner, designer and trades will review the milestone schedule to make necessary adjustments based on the development of phase pull planning.

Phase pull planning includes:

- Formalizing preconstruction deliverables schedule
- Optimal sequencing of construction activities
- > Phasing requirements
- > Permit and approval requirements
- > Long-lead purchasing needs
- > Trade procurement strategy
- Construction tasks to be completed to achieve all milestones



MID-YEAR MOVE SCHEDULE ACHIEVED

Shrewsbury Sherwood Middle School - 130,000 SF

Due to extensive planning and coordination efforts, the team achieved a successful 1,000-student mid-year move in over Martin Luther King weekend in January.

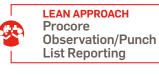


ential and proprietary information.



QUALITY MANAGEMENT GOALS

Gilbane bases our quality program on prevention rather than correction. Gilbane's quality in construction (QIC) program is designed to ensure that all work is done right, complete and free of defects the first time. The program puts a specific process in place for all our projects that prevents mistakes by inspecting work at the earliest possible opportunities throughout the building process. Gilbane employs a variety of proactive inspection techniques that are the heart of the quality in construction process. Gilbane realizes failure to fully meet quality performance standards costs our clients, as well as our reputation - we will not permit either.



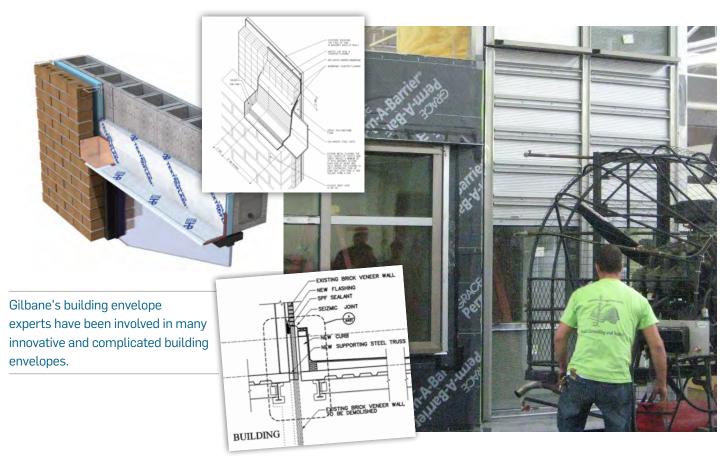
When deficiencies are identified in the field, they are documented with corresponding photographs, as well as pinned onto a floor plan for spatial representation, ensuring that trade contractors know exactly what they need to fix, and exactly where to go to fix it.



QUALITY CONTROL TOOLS CONSTRUCTABILITY REVIEWS BIM REVIEW CONSTRUCTION DESIGN LOGS Review of drawings in Bluebeam to allow users to Coordination and conflict resolution Tracks changes, clarifications and the status of collaborate and comment inquiries PROJECT HEALTH ASSESSMENT (PHA) ROLLING COMPLETION LIST (RCL) **PROCORE** Manage all items discussed during meetings and Project closeout begins at the beginning Field software to track and report site conditions and document reviews. of the project. quality

QUALITY IN CONSTRUCTION PROGRAM ACTIVITIES

QIC ACTIVITY	DESCRIPTION	Value			
Quality Plan	Documented program that is measurable and included in each trade contractors contract.	Incorporates A/E's checks and balances, code compliance and promotes quality awareness.			
Mock-up	Prototypical rooms that are built to serve as a measurement for future room construction. Users can critique this installation.	Prevents significant change orders later in construction by providing feedback before rooms are actually built.			
Benchmarks	An evaluation of the first installation of any new work that is a permanent part of construction.	Eliminates defective construction patterns by establishing a reference for all future work.			
First Delivery of Material Inspection	Examination of the first delivery of materials and equipment.	Prevents non-compliant materials from being installed.			
First Equipment-in- place Inspection	Examination of all equipment at the initial installation stage.	Eliminates repeated errors in subsequent installations by serving as a benchmark for all future installations.			
First Construction Inspection	Benchmark for means, methods and conformance with a project's requirements.	Resolves conflicting interpretation of requirements and eliminates any defective construction pattern from the beginning.			
Closure Inspection	All critical work is inspected, tested and videotaped before it is enclosed below grade, under concrete, in walls or above ceiling. Any deficiencies are corrected immediately.	Eliminates re-entry to closed spaces.			
Final Inspection and Acceptance and Punch List	Inspection of the final status of construction of a system or area.	Confirms correction of all Rolling Completion List items, final conformance to the requirements, and creates the punch list.			
Activation Inspection	Inspection of the installation of equipment/systems, the surroundings to ensure that the installation is safe and meets the requirements for operation.	Any deficiencies noted will be corrected by the responsible subcontractor prior to active operation.			
Start Up Inspection	Inspection of the debugged equipment/ system that is ready for demonstration that it functions as required.	All non-conforming work will be corrected by the subcontractor, paving the way for acceptance by Gilbane and the Town.			



QUALITY CONTROL: BUILDING ENVELOPE SERVICES

Gilbane has implemented a policy requiring a building envelope review and inspection be performed on all newly awarded projects. The scope of services is developed during the design phase when the building roof, skin and foundation conditions are being developed. It is very important for areas designed to maintain some sort of pressure so we can evaluate any previous (or potential for) air/water leakage. The scope of the building envelope inspection, or review, includes, but is not limited to, exterior building materials, flashings, bracing, anchors, weep holes and other water removal systems from within cavity walls, roofing systems, caulking and other sealants, parapet wall cap details, mullion details at openings, waterproofing below grade, and other abutting materials or systems.

PROACTIVE BUILDING ENVELOPE COMPONENTS

Utilize Gilbane's in-house experts to

- > Review design
- > Support field staff and architects
- > Oversee envelope commissioning process

Envelope Kick-Off Meeting

> Collaborate with design partners and owners to proactively enhance the design and quality of the envelope

Commissioning

> Air barrier systems are important in the design and construction of sustainable, healthy, durable and energy efficient buildings

Our Buildings Don't <u>Leak</u>



Building envelope review required on ALL projects



Covers entire process from preconstruction through construction



Proactive Stance



Highest Level of Quality



EXTERIOR ENVELOPE

at Dearborn Stem 6-12 Early College Academy



On the \$61M Dearborn STEM 6-12 Early College Academy, we conducted virtual and physical mockups and infrared testing to ensure the complex multi-component exterior façade system was put in place correctly. The building envelope detail required extensive coordination especially at transitions between the windows, the brick veneer, siding panel, sunshade, vapor barrier and roof.





COST CONTROL

Gilbane's cost control system allows us not only to track, but also to accurately forecast the cost throughout a project from its earliest stages through project close-out. Our cost control systems allow the Brookline Standing Building Committee and the project team to know exactly what expenses have been incurred to date, as well as forecasted costs to completion. This is a critical element of cost management that supports proactive and informed decision making that is based upon up-to-date information, rather than reactive decisions prompted by unanticipated changing conditions.

Cost control measures are continuous throughout construction with ongoing reviews that challenge the master budget to be sure it is accurate and current. The essential objectives of the cost control system ensure:

- > The plans and specifications meet the program requirements at the lowest responsible cost and can be constructed as planned
- > The schedule is realistic and complete
- > Changes in scope and/or schedule are validated as necessary
- > The project is being designed to budget through continuous feedback and input throughout the design process
- > The project is within budget and the schedule is up to date before proceeding



COST MANAGEMENT SUCCESS

Sarah Gibbons Middle School

The project was completed \$1.5 million under budget, despite significant additions to the original scope and unforeseen challenges.



- Amber Bock, Westborough Public Schools Superintendent





MICHAEL DRISCOLL SCHOOL POTENTIAL COST DRIVERS

Cost Driver 1: Site

- > Keeping the site balanced is one of the key goals to mitigating costs. Utilizing our in-house earthwork software, we will study ways to effectively arrive at the right grading to minimize expense as well as unnecessary trucking of material.
- > Storm drainage systems will need to be upgraded. Careful selection of materials and systems as well as location for underground systems will be studied to ensure maximum value.
- > Design of the site utilities in such a way to minimize temporary site utilities and instead put as much of the permanent systems in early is a Lean strategy that will save cost.

Cost Driver 2: Building Shell

- > Ratio of glass to hard wall, specification of materials
 - Standardization of window sizes can help a budget repetition is cost effective.
 - Window/storefront/curtainwall consider aluminum mullion size, custom caps/trim and/or finish.
 - Metal panel specification avoid "aluminum plate" and/or custom finishes.
 - Sun screens horizontal versus vertical are recommended, as well as use on south and west elevations only.

Cost Driver 3: Interiors

Opportunities to mitigate costs on finishes are somewhat less than the other categories but there are still ways to be smart and maximize value. Typically these decisions are less time critical as compared to the items above.

- > Pay careful attention to the flooring selection as that can be the most cost volatile and also has an impact on the extent and nature of moisture mitigation. Utilize humidity concrete sensors embedded within the concrete to monitor RH and strength, which can be monitored in real time through a downloaded application to a cell phone.
- > Durable yet cost effective materials selection will be studied. Wall protection methods include masonry walls to abuse-resistant drywall with tile or paneling. Avoid cost by utilizing standard drywall at areas protection by casework or lockers.
- > Fire rated glass if required, mitigate costs by keeping opening sizes smaller and/or consider utilizing wall wash sprinkler head as
- > Minimize areas of Level 5 finish to drywall to those specifically subject to high lighting levels. Alternatively utilize a spray on product called "tuff-hide" which simulates Level 5 without the high labor cost.



Cost Driver 4: Mechanical/Electrical/Plumbing (MEP)

These critical systems typically approximately 45% of the construction cost – and are a huge cost of the annual operating cost. The selection of practical cost-effective yet efficient systems is key.

- > A centralized location for mechanical and electrical rooms can help keep long home-runs down which can drive up cost on a building of this length. Careful coordination between all MEP services to vocational, food-service and lab areas is required and needs to be budgeted. Stack services to the greatest extent possible.
- > Zoning of all areas including non-classroom space should be studied to balance both cost and comfort goals.
- > Consider alternate materials as well as means and methods. Pro-press fittings on pipe 2-inch and smaller and aluminum conductors on larger sized feeders have been evolving technologies and found acceptable.
- > Lighting package streamline the type of fixtures while simultaneously maximizing the number of acceptable manufacturers (minimum of three).
- > Solar collectors pricing on photovoltaic systems have come down for a quicker payback than in previous years. Coordination between roof top equipment and the PV array is important, as well as consideration of snow drift and structural loads and maintenance.

Cost Driver 5: Geometry and Massing of New Construction

Gilbane will work with JLA to find ways to maximize value and reduce cost without compromising program, quality, and design. Examples include:

- > Long straight runs of wall in similar material make for good production / lower cost similar with larger masonry units. Potential locations include "back-of house" i.e., loading dock / service entries, areas of lower visibility and traffic.
- > Roofing offsets similar to masonry walls larger areas of roof at a common elevation are more cost effective than "stepped" roofs. Consider opportunities to bring into similar plane.

Cost Driver 6: Market Conditions / Escalation

The current market and labor shortage has impacted the entire industry, and the recent tariff issues have only heightened the concern regarding project cost. Material escalation concerns have somewhat softened and the long range view is optimistic, although the concern regarding labor cost remains. The primary strategies that Gilbane has to combat this relies primarily on our relationships with the subcontractors, the ability to attract competitive bidders through these relationships, and our dedication to mentoring and bringing new talent into the construction industry, particularly with respect to the local workforce and Minority and Women Owned Business.



PROACTIVE CHANGE AVOIDANCE

The Gilbane team will utilize integrated tools and a respectful approach with the Town, Leftfield, JLA and trade contractor partners to proactively avoid change orders.

IDC reviews

> Reduces 60 percent of RFIs, on average

BIM

> Trade contractor coordination to address conflicts proactively

Gilbane's Ch. 149A projects typically track less than 2% in Change Orders

Existing Conditions

> The Gilbane team, in coordination with the design team, will thoroughly vet existing conditions so they are accurately presented in the construction documents, to the maximum degree possible

Procurement

> Trade contractor bid package scopes of work are carefully developed fully describing scope and work while capturing items of work not traditionally included in contract drawings

RIGOROUS CHANGE ORDER REVIEW

Through a partnering approach with the Town, Leftfield, JLA and trade contractors, our field personnel will maintain tight project controls over changes and define the impact that such changes will have on the overall project objectives. Gilbane's field engineering staff, under the direction of the project executive and project manager, and with input from our estimators and scheduler, will evaluate and document the basis of the change for approval by confirming the changes:

If the request is found to be necessary and beneficial, Gilbane will obtain the Town's approval to proceed with the change order request. Gilbane's project team will then immediately prepare an independent estimate of the change request's cost and schedule impact, and request a quotation of costs for the change in work from appropriate trade contractors.

Validity

> The change has technical merit and will benefit the Town

Cost

- > The change is cost effective
- > The price accurate and has been verified by Gilbane
- > Cost includes any schedule recovery

Schedule

> Delay mitigation and recovery is planned based on Gilbane's time impact analysis



PROCORE - INTEGRATED PROJECT CONTROLS

Gilbane recognizes the importance of collaborative and integrated project controls that provide flexibility to meet the particular needs of a project. We use Procure as our primary tool for the management of RFI's, submittals, daily reports, quality and punch list. It has best-in-class technology to electronically manage and share drawings. Procure also offers capabilities to share other project-related documents, such as photos and schedules to facilitate collaborative review. The program has considerable flexibility through the creation of custom apps for project-specific needs to maximize efficiency.

Gilbane's project teams work with dedicated in-house resources to understand the unique needs of a project and/or client, and assist the team to implement the most effective system for all relevant elements of project controls.

Procore focuses on:

- > Collaborative team communication
- > Tracking team priorities
- > Data and electronic workflow management for submittals
- > RFIs and daily reports
- > Other items such as materials management and meeting minutes

Our clients and project partners have experienced increased efficiency, improved communications and streamlined project management solutions with Procore.

With access from both desktop and mobile devices (iOS and Android), Procore offers the team complete flexibility so everyone can access information, anywhere, anytime.

Procore works even when team members are not connected to WiFi or when a cell signal isn't available, which is often the reality on a construction site. Users can make updates that will be uploaded automatically when a connection is established, ensuring that the updates are never lost or forgotten.



TIMELY CLOSE-OUT

Ensuring that each phase is closed out fully prior to students and teachers occupying the space is critical. Gilbane is committed to making sure trade contractors will not be completing punchlist items in spaces occupied by students and staff.

Gilbane proactively manages the Operations and Maintenance (O&M) and close-out process with quality as a top priority. We start during the design phase by assisting JLA in defining expectations for warranty and O&M information required of the subcontractors and vendors. We also include the commissioning agent to ensure functional performance and equipment start-up/maintenance information needed to meet the project requirements are included in the specifications and covered in our contracts.

Gilbane's O&M manuals include:

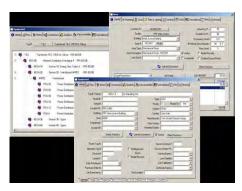
- > Contact lists: Primary contact list for Gilbane and each major subcontractor/vendor
- > Final submittals: Approved submittals for equipment and critical components
- > Warranty information: Executed warranty programs
- > Materials:
 - Schedule of consumable materials (i.e. filter media and sizes, replacement bulbs etc.)
 - Spare parts list and ordering information
 - Suggested spare parts/materials to have on-hand

ORIENTATION AND TRAINING

Prior to turning over any building system to the Town, we will train your operations and maintenance staff in proper systems operation and maintenance procedures and requirements. Gilbane will ensure all training is conducted and will maintain records of all training sessions and attendees.

OCCUPANCY

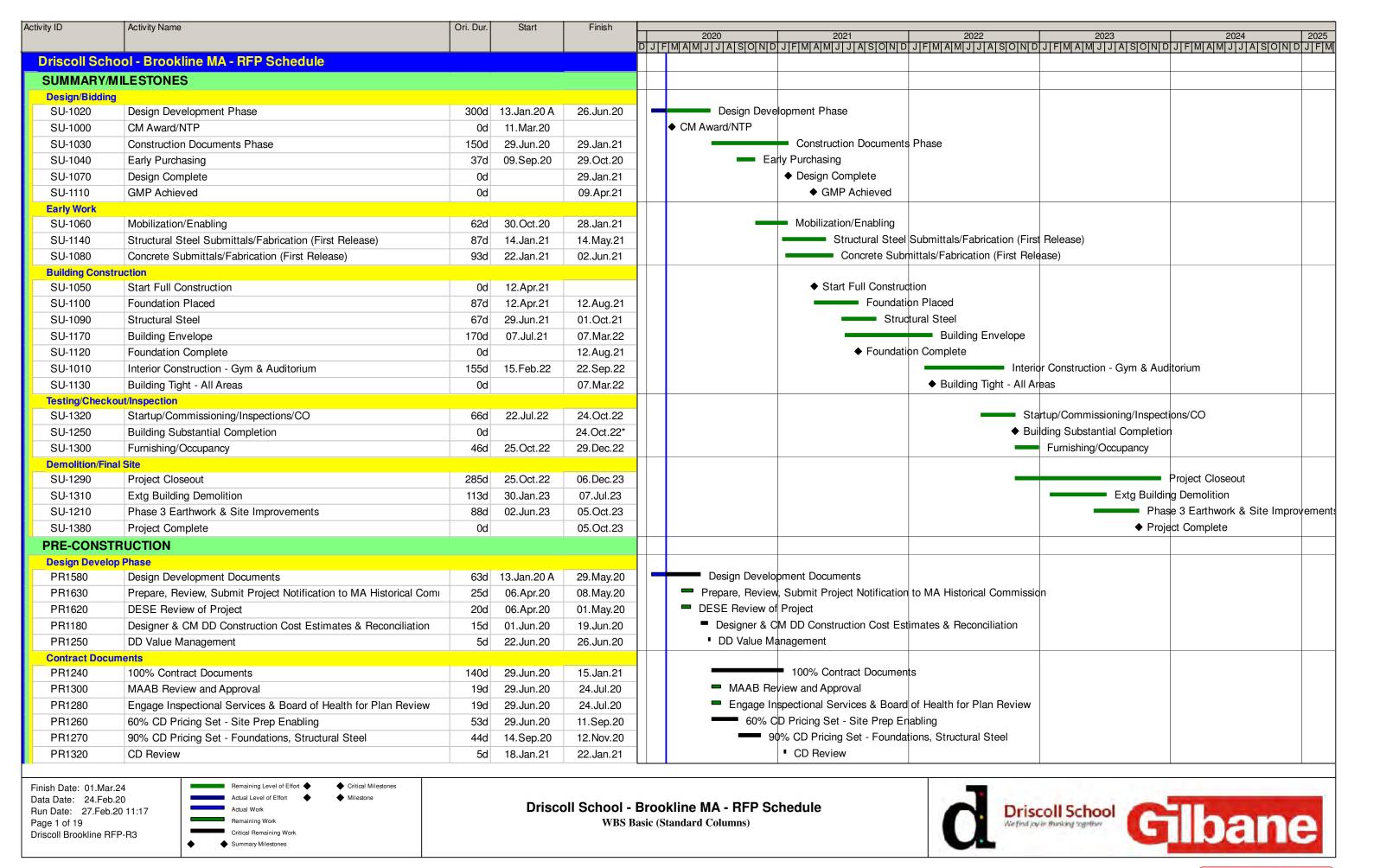
By planning closeout from the project's inception, Gilbane can ensure the Town a smooth occupancy phase. During this phase, Gilbane closes out trade contracts, assembles the project completion manual, coordinates training for the facility's users and ensures warranty issues are resolved.



Gilbane's e.TOP service provides electronic construction turnover data for you FM system.

- > Space information
- > Maintained assets
- > Spare parts information
- Contractor/vendor/manufacturer contacts
- > Warranties
- Preventive maintenance schedules and procedures

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Confidential and proprietary information.

Activity ID	Activity Name	Ori. Dur.	Start	Finish	2020 2021 2022 2023 2024
PR1330	Prepare 100% CDs for Bidding	5d	25.Jan.21	29.Jan.21	JFMAMJJASONDJFMAMJJASONDJFMAMJJJASONDJ
LEED	1 Topare 100 / 0 ODS for Didding	- Ju	20.0411.21	25.0411.21	1 Topale 100 / O O D O Tolding
PR1340	LEED Kick-Off Meeting	1d	17.Apr.20	17.Apr.20	LEED Kick-Off Meeting
PR1350	Final LEED 10-month Commissioning		30.May.23*	01.Mar.24	Final LEED 10-month
CM At Risk Pro			,		
PR1070	Office of the Inspector General Approval	1d	09.Jan.20 A	06.Feb.20 A	Office of the Inspector General Approval
PR1060	CM at Risk Application Update & Submit to OIG	1d	09.Jan.20 A	09.Jan.20 A	CM at Risk Application Update & Submit to OIG
PR1080	CM At Risk RFQ Proces	1d	22.Jan.20 A	04.Feb.20 A	CM At Risk RFQ Proces
PR1040	CM At Risk SOQs Due	5d	05.Feb.20 A	05.Feb.20 A	CM At Risk SOQs Due
PR1120	CM At Risk RFP Process	1d	11.Feb.20 A	28.Feb.20	CM At Risk RFP Process
PR1130	CM At Risk Proposal Due	1d	28.Feb.20	28.Feb.20	' CM At Risk Proposal Due
PR1610	CM Interviews	1d	10.Mar.20	10.Mar.20	' CM Interviews
PR1090	CM Award, Contract and Notice to Proceed	4d	11.Mar.20	16.Mar.20	CM Award, Contract and Notice to Proceed
PR1140	PreConstruction	136d	17.Mar.20	25.Sep.20	PreConstruction
Trade Contract	tor Prequalification				
PR1150	Advertise Trade Contractors RFQ	5d	12.Nov.20	18.Nov.20	 Advertise Trade Contractors RFQ
PR1640	Trade Contractor RFQ Period	14d	19.Nov.20	09.Dec.20	■ Trade Contractor RFQ Period
PR1650	Trade Contractors SOQs Due	1d	09.Dec.20	09.Dec.20	' Trade Contractors SOQs Due
PR1660	Review SOQs & Prequalify Trade Contractors	23d	10.Dec.20	13.Jan.21	Review SOQs & Prequalify Trade Contractors
PR1670	Notify Trade Contractors for Bidding	1d	13.Jan.21	13.Jan.21	Notify Trade Contractors for Bidding
Permitting & R	legulatory Filings				
PR1680	Special Permit to Planning (Parking-Transportation Board)	1d	11.Feb.20 A	17.Apr.20	Special Permit to Planning (Parking-Transportation Board)
PR1690	Zoning Board of Appeals	39d	29.Jun.20	21.Aug.20	Zoning Board of Appeals
PR1700	EPA-NPDES/SWPPP	14d	24.Aug.20	11.Sep.20	■ EPA-NPDES/SWPPP
PR1720	Permits From Town Engineering Department	40d	14.Sep.20	06.Nov.20	Permits From Town Engineering Department
PR1710	NPDS Construction General Permit	40d	14.Sep.20	06.Nov.20	NPDS Construction General Permit
PR1730	Building Permit	5d	09.Nov.20	13.Nov.20	Building Permit
Bid Phases		· · · · · · · · · · · · · · · · · · ·			
Early PR-1140	Develop Bid Package Site Enabling	5d	09.Sep.20	15.Sep.20	■ Develop Bid Package Site Enabling
PR-1160	Bidding Site Enabling		16.Sep.20		Bidding Site Enabling
PR-1220	De-Scope Site Enabling	5d	16.Oct.20	22.Oct.20	■ De-Scope Site Enabling
PR-1190	Submit RTA to Client - Site Enabling/Temp Utilities	5d	23.Oct.20	29.Oct.20	Submit RTA to Client - Site Enabling/Temp Utilities
PR1760	Notice to Proceed Early Bid Packages/Interim GMP	11d		13.Nov.20	Notice to Proceed Early Bid Packages/Interim GMP
PR-1200	Client Approval - RTA Site Enabling/Temp Utilities	5d	30.Oct.20	05.Nov.20	Client Approval - RTA Site Enabling/Temp Utilities
CN-3860	P&S/R&A Early Construction Submittals - Safety/Quality	20d	06.Nov.20	04.Dec.20	P&S/R&A Early Construction Submittals - Safety/Quality
PR1820	Early Package Submittals & Mobilization	41d		14.Jan.21	Early Package Submittals & Mobilization
CN-3840	Mobilize & Secure Site	5d	07.Dec.20	11.Dec.20	Mobilize & Secure Site
CN-1070	Establish Temporary Play Area	10d	14.Dec.20	28.Dec.20	Establish Temporary Play Area
CN-1010	Site Clearing	10d	29.Dec.20	12.Jan.21	Site Clearing
CN-1040	Phase 1 Parking Construction (Laydown and Crane Pad)	22d	29.Dec.20	28.Jan.21	Phase 1 Parking Construction (Laydown and Crane Pad)
CN-4470	Earthwork & Grading	20d		18.Feb.21	Earthwork & Grading
Steel/Foundation	-		200 22.0d11.21		
Foundations					
PR-3910	Develop Bid Package Foundations	5d	13.Nov.20	19.Nov.20	■ Develop Bid Package Foundations

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Page 2 of 19 Driscoll Brookline RFP-R3 Summary Milestones





Activity ID	Activity Name	Ori. Dur.	Start	Finish	
					2020 2021 2022 2023 2024 2025 DJFMAMJJJASONDJFMAMJJJASONDJFMAMJJJASONDJFMAMJJJASONDJJFMAMJJJASONDJJFMAMJJJASONDJJFM
PR-3920	Bidding Foundations	22d	20.Nov.20	22.Dec.20	Bidding Foundations
PR-3930	De-Scopes Foundations	5d	23.Dec.20	30.Dec.20	■ De-Scopes Foundations
PR-3940	RTA to Client - Foundations	5d	31.Dec.20	07.Jan.21	■ RTA to Client - Foundations
PR-3950	Client Approval - RTA Foundations	10d	08.Jan.21	21.Jan.21	Client Approval - RTA Foundations
PR-1530	Foundations award - Start Rebar Shop Drawings	7d	22.Jan.21	01.Feb.21	Foundations award - Start Rebar Shop Drawings
PR-1540	Design review/approval Rebar	15d	02.Feb.21	22.Feb.21	Design review/approval Rebar
PR-1550	Fab/Deliver reinforcing footings	44d	16.Feb.21	16.Apr.21	Fab/Deliver reinforcing footings
PR-1560	Fab/Deliver reinforcing foundation walls	66d	02.Mar.21	02.Jun.21	Fab/Deliver reinforcing foundation walls
Steel					
PR-1570	Develop Bid Package Structural Steel	5d	13.Nov.20	19.Nov.20	■ Develop Bid Package Structural Steel
PR-1580	Bidding Structural Steel	22d	20.Nov.20	22.Dec.20	Bidding Structural Steel
PR-1590	De-Scopes Structural Steel	5d	23.Dec.20	30.Dec.20	■ De-Scopes Structural Steel
PR-1630	RTA to Client - Structural Steel	5d	31.Dec.20	07.Jan.21	RTA to Client - Structural Steel
PR-1640	Client Approval - RTA Structural Steel	5d	08.Jan.21	14.Jan.21	■ Client Approval - RTA Structural Steel
PR-1660	Struct Steel Shop Drawings (First Release)	22d	14.Jan.21	12.Feb.21	Struct Steel Shop Drawings (First Release)
PR-1670	Shop Dwg Review/approval Struct Steel (First Release)	10d	15.Feb.21	26.Feb.21	Shop Dwg Review/approval Struct Steel (First Release)
PR-1680	Fab/Deliver Struct Steel (First Release)	55d	01.Mar.21	14.May.21	Fab/Deliver Struct Steel (First Release)
Balance of Work		000	• • • • • • • • • • • • • • • • • • • •	·ay.= :	
PR1780	Main Bid Documents Ready for Bidding	1d	29.Jan.21	29.Jan.21	' Main Bid Documents Ready for Bidding
PR1790	Main Bid Period	22d	01.Feb.21	02.Mar.21	Main Bid Period
PR1800	Notice to Proceed/Award Contracts	18d	03.Mar.21	26.Mar.21	■ Notice to Proceed/Award Contracts
PR1810	Final GMP	10d	29.Mar.21	09.Apr.21	■ Final GMP
Construction				· ·	
PR1830	Early Package Construction - Site, Concrete, Steel	172d	15.Jan.21	16.Sep.21	Early Package Construction - Site, Concrete, Steel
PR1840	Main Construction - Mobilization & Submittals	39d	12.Apr.21	04.Jun.21	Main Construction - Mobilization & Submittals
PR1850	Main Construction	362d	07.Jun.21	04.Nov.22	Main Construction
PR1860	Substantial Completion	1d	04.Nov.22	04.Nov.22	Substantial Completion
PR1870	FFE And Punchlist	38d	07.Nov.22	30.Dec.22	FFE And Punchlist
PR1890	Teacher Move In	4d	27.Dec.22	30.Dec.22	Teacher Move In
PR1880	Final Completion of School	1d	29.Dec.22	30.Dec.22	Final Completion of School
PR1900	School Opening	1d	03.Jan.23	03.Jan.23	School Opening
PR1910	Building Demolition and Fields	195d	04.Jan.23	06.Oct.23	Building Demolition and Fields
Project Closeou		1000	0 110411120	00:00:.20	
PR1920	Prepare and Submit Closeout Documents	58d	09.Oct.23	29.Dec.23	Prepare and Submit Closeput Doo
PR1930	Final Application for Payment	1d	29.Dec.23	29.Dec.23	Final Application for Payment
PR1940	Submit 100% DCAMM Contractor Evaluation	1d	29.Dec.23	29.Dec.23	Submit 100% DCAMM Contractor
	G/PROCUREMENT	10	20.000.20	20.000.20	
Non Filed Sub B					
Balance of Pack					
PR-3900	Fab/Deliver Elevator	144d	18.Mar.21	08.Oct.21	Fab/Deliver Elevator
PR-1790	Balance of Packages Submittals	39d	12.Apr.21	04.Jun.21	Balance of Packages Submittals
PR-1850	Fab/Deliver Balance of Packages Materials	80d	07.Jun.21	28.Sep.21	Fab/Deliver Balance of Packages Materials
Filed Sub Bids	. s.s s.r. s s.r. donageo materialo	000	5GainE1		
Qualification &	Bidding				
PR-3840	Trade bidding period	25d	14.Jan.21	17.Feb.21	Trade bidding period
	-				- · · · · · · · · · · · · · · · · · · ·

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Driscoll School - Brookline MA - RFP Schedule

WBS Basic (Standard Columns)





Activity ID	Activity Name	Ori. Dur.	Start	Finish		_					
					DUE		2021	2022 J F M A M J J A S O N D	2023	2024	2025
PR-3850	Trade Bids Due	0d		17.Feb.21			◆ Trade Bids Due				T D O T T IWI
PR-3860	Award Trade Contracts	20d	18.Feb.21	17.Mar.21			Award Trade Contract	ots			
CONSTRUCT											
	ling Construction										
Foundation & S											
	asium(s) Wing)										
CN-4500	Excavate for Foundation - Area B	20d	15.Mar.21	09.Apr.21			Excavate for Found	dation - Area B			
CN-4540	FRP Foundation - Area B	25d	12.Apr.21	14.May.21			FRP Foundation	ı - Area B			
CN-4490	Erect Structural Steel - Area B	15d	17.May.21	07.Jun.21			Erect Structure	al Steel - Area B			
CN-4550	Ready for Structural Steel - Area B	0d	17.May.21				Ready for Struct	ural Steel - Area B			
CN-4520	Detail Steel & Decking - Area B	25d	01.Jun.21	06.Jul.21			Detail Steel	& Decking - Area B			
CN-4480	Underslab Utilities - Area B	20d	07.Jul.21	03.Aug.21			Underslab	Utilities - Area B			
CN-4530	FRP Slab on Deck - Area B	10d	07.Jul.21	20.Jul.21			■ FRP Slab (on Deck - Area B			
CN-4560	SOFP - Area B	10d	21.Jul.21	03.Aug.21			■ SOFP - A	rea B			
CN-4510	Prep & Place Slab on Grade - Area B	10d	04.Aug.21	17.Aug.21			■ Prep & I	Place Slab on Grade - Area	В		
CN-4570	Build Mech Room & Elevator CMU Wall	20d	04.Aug.21	31.Aug.21			Build M	ech Room & Elevator CMU	Wall		
Area C - (Multi	ipurpose & Music Wing)										
CN-1050	Excavate for Foundation - Area C	20d	13.May.21	10.Jun.21			Excavate for F	oundation - Area C			
CN-1060	FRP Foundation - Area C	30d	17.May.21	28.Jun.21			FRP Founda	tion - Area C			
CN-1090	Erect Structural Steel - Area C	15d	29.Jun.21	20.Jul.21			Erect Struct	tural Steel - Area C			
CN-1080	Ready for Structural Steel - Area C	0d	29.Jun.21				Ready for St	ructural Steel - Area C			
CN-1110	Detail Steel & Decking - Area C	30d	14.Jul.21	24.Aug.21				teel & Decking - Area C			
CN-1150	FRP Slab on Deck - Area C	10d	25.Aug.21	08.Sep.21			FRP S	ab on Deck - Area C			
CN-1220	SOFP - Area C	10d	09.Sep.21	22.Sep.21			■ SOFP	- Area C			
CN-1140	Underslab Utilities - Area C	20d	29.Sep.21	26.Oct.21			Und	derslab Utilities - Area C			
CN-1190	Prep & Place Slab on Grade - Area C	10d	27.Oct.21	09. Nov. 21			■ Pr	ep & Place Slab on Grade	- Area C		
CN-4460	Build Mech Room & Elevator CMU Wall	20d	10.Nov.21	08.Dec.21			_	Build Mech Room & Elevato	r CMU Wall		
	inistration/Guidance)										
CN-3890	Excavate for Foundation - Area A	20d	25.Jun.21	23.Jul.21				or Foundation - Area A			
CN-3880	FRP Foundation - Area A	32d	29.Jun.21	12.Aug.21				ndation - Area A			
CN-1120	Erect Structural Steel - Area A	10d	13.Aug.21	26.Aug.21				ructural Steel - Area A			
CN-1100	Ready for Structural Steel - Area A	0d	13.Aug.21				◆ Ready fo	r Structural Steel - Area A			
CN-1130	Detail Steel & Decking - Area A	30d	20.Aug.21	01.Oct.21			— Detai	Steel & Decking - Area A			
CN-4380	Build Gym CMU Wall	30d	03.Sep.21	15.Oct.21				d Gym CMU Wall			
CN-4120	SOFP - Area A	10d	04.Oct.21	15.Oct.21				P - Area A			
CN-1170	Underslab Utilities - Area A	30d	04.Oct.21	12.Nov.21				nderslab Utilities - Area A			
CN-1240	Prep & Place Slab on Grade - Area A	10d	15.Nov.21	29.Nov.21			- F	Prep & Place Slab on Grade	- Area A		
Exterior Skin											
Area B	Pook up Well Crotom 9 Wetermarking Arra D	OF.4	04 4 04	00 00 01			■ Daalee	p Wall System & Waterproo	ting Ares P		
CN-4620	Back-up Wall System & Waterproofing - Area B	25d	04.Aug.21	08.Sep.21				p wall System & waterprod onry Veneer - Area B	ning - Alea D		
CN-4590	Masonry Veneer - Area B	40d	25.Aug.21	20.Oct.21				· •			
CN-4600	Install Windows - Area B	25d	16.Sep.21	20.Oct.21				all Windows - Area B			
CN-4580	Install Metal Panels - Area B	25d	30.Sep.21	03.Nov.21				tall Metal Panels - Area B	Area D		
CN-4610	Storefront & Misc. Curtainwall - Area B	20d	30.Sep.21	27.Oct.21			- Sto	refront & Misc. Curtainwall -	Area B		
Area A											

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Activity ID	Activity Name	Ori. Dur.	Start	Finish	
,					2020 2021 2022 2023 2024 2025 DJFMAMJJJASONDJFMAMJJJASONDJFMAMJJJASONDJFMAMJJJASONDJFMAMJJASONDJFM
CN-1260	Back-up Wall System & Waterproofing - Area A	40d	23.Sep.21	17.Nov.21	Back-up Wall System & Waterproofing - Area A
CN-4170	Masonry Veneer - Area A	40d	21.Oct.21	16.Dec.21	Masonry Veneer - Area A
CN-1290	Install Windows - Area A	25d	11.Nov.21	16.Dec.21	Install Windows - Area A
CN-4180	Install Metal Panels - Area A	25d	26.Nov.21	03.Jan.22	Install Metal Panels - Area A
CN-1300	Storefront & Misc. Curtainwall - Area A	20d	26.Nov.21	23.Dec.21	Storefront & Misc. Curtainwall - Area A
Area C					
CN-4140	Back-up Wall System - Area C	25d	18.Nov.21	23.Dec.21	Back-up Wall System - Area C
CN-4210	Masonry Veneer - Area C	40d	17.Dec.21	14.Feb.22	Masonry Veneer - Area C
CN-4150	Facade & Punch Windows - Area C	25d	11.Jan.22	14.Feb.22	Facade & Punch Windows - Area C
CN-4160	Storefront & Misc. Curtainwall - Area C	30d	11.Jan.22	21.Feb.22	Storefront & Misc. Curtainwall - Area C
CN-4190	Install Metal Panels - Area C	30d	25.Jan.22	07.Mar.22	Install Metal Panels - Area C
Roof					
Area B CN-1160	Install Roofing Assembly - Area B	15d	07.Jul.21	27.Jul.21	■ Install Roofing Assembly - Area B
CN-1180	Install PV Array	66d	28.Jul.21	28.Oct.21	Install PV Array
CN-1180 CN-1210	Install Flashing & Roof Accessories - Area B		21.Oct.21	27.Oct.21	■ Install Flashing & Roof Accessories - Area B
CN-1210 CN-1200	Install MEP Equipment - Area B	5d 15d	28.Oct.21	17.Nov.21	■ Install MEP Equipment - Area B
Area A	Ilistali MEP Equipment - Alea B	150	20.001.21	17.1100.21	IIIStall MEF Equipment - Alea B
CN-1230	Install Roofing Assembly - Area A	15d	25.Aug.21	15.Sep.21	■ Install Roofing Assembly - Area A
CN-4700	Install PV Array	66d	29.Oct.21	02.Feb.22	Install PV Array
CN-1380	Install Flashing & Roof Accessories - Area A		17.Dec.21	23.Dec.21	Install Flashing & Roof Accessories - Area A
CN-1280	Install MEP Equipment - Area A		27.Dec.21	17.Jan.22	■ Install MEP Equipment - Area A
Area C		.55			
CN-4640	Install Roofing Assembly - Area C	15d	04.Oct.21	22.Oct.21	■ Install Roofing Assembly - Area C
CN-4660	Install Roof Terrace	44d	25.Oct.21	27.Dec.21	Install Roof Terrace
CN-4710	Install PV Array	66d	25.Oct.21	27.Jan.22	Install PV Array
CN-4720	Install PV Array	66d	28.Jan.22	29.Apr.22	Install PV Array
CN-4650	Install Flashing & Roof Accessories - Area C	5d	15.Feb.22	21.Feb.22	■ Install Flashing & Roof Accessories - Area C
CN-4630	Install MEP Equipment - Area C	15d	22.Feb.22	14.Mar.22	■ Install MEP Equipment - Area C
Vertical Circulat					
CN-4680	Install Atrium Stairs	10d	07.Jul.21	20.Jul.21	■ Install Atrium Stairs
CN-4690	Erect three Center Columns	44d	07.Jul.21	07.Sep.21	Erect three Center Columns
CN-1340	Install Stairs	40d	16.Sep.21	10.Nov.21	Install Stairs
CN-4730	Install Gabled Skylights	44d	25.Oct.21	27. Dec. 21	Install Gabled Skylights
CN-4450	Install Elevator	40d	12.Apr.22	07.Jun.22	Install Elevator
Interior Constru					
Area B (Gymna Floor 4 Class					
	B4 - R.I.O.H.Duct & Install VAVs	20d	04.Nov.21	02.Dec.21	■ B4 - R.I.O.H.Duct & Install VAVs
	B4 - R.I.O.H.Mechanical Piping		04.Nov.21	02.Dec.21	■ B4 - R.I.O.H.Mechanical Piping
CN - 10210	B4 - R.I.O.H.Plumbing	20d	18.Nov.21	16.Dec.21	B4 - R.I.O.H.Plumbing
	B4 - R.I.O.H.Sprinkler		18.Nov.21	16.Dec.21	B4 - R.I.O.H.Sprinkler
CN - 10250	B4 - Mech. Piping Inspection	5d	03.Dec.21	09.Dec.21	■ B4 - Mech. Piping Inspection
	B4 - Tie-in Mech Piping to VAVs		03.Dec.21	06.Dec.21	■ B4 - Tie-in Mech Piping to VAVs
	B4 - Install Stud Frames		17.Dec.21	10.Jan.22	B4 - Install Stud Frames
CN - 10200	B4 - R.I.O.H.Electrical/FA/Controls	10d	17.Dec.21	03.Jan.22	B4 - R.I.O.H.Electrical/FA/Controls
Finish Date: 01.Mar. Data Date: 24.Feb.					

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Activity ID	Activity Name	Ori. Dur.	Start	Finish	
·					2020 2021 2022 2023 2024 2025 D J F M A M J J A S O N D J F M A M J J A S O N D J F M D J F M A M J J A S O N D J F M A M J J A S O N D J F M D J F M A M J J A S O N D J F M A M J J A S O N D J F M D J F M A M J J A S O N D J F M A M J J A S O N D J F M D J F M A M J J A S O N D J F M A M J J A S O N D J F M D J F M A M J J A S O N D J F M A M J J A S O N D J F M D J F M A M J J A S O N D J F M A M J J A S O N D J F M D J D J D
CN - 10260	B4 - Tie-in Electrical & Controls to VAVs	2d	04.Jan.22	05.Jan.22	B4 - Tie-in Electrical & Controls to VAVs
CN - 10130	B4 - In-Wall Electrical/FA/Controls	10d	11.Jan.22	24.Jan.22	■ B4 - In-Wall Electrical/FA/Controls
CN - 10140	B4 - In-Wall Plumbing	10d	22.Feb.22	07.Mar.22	■ B4 - In-Wall Plumbing
CN - 10120	B4 - In-Wall Inspection	1d	08.Mar.22	08.Mar.22	' B4 - In-Wall Inspection
CN - 10110	B4 - Board & Tape	25d	09.Mar.22	12.Apr.22	B4 - Board & Tape
CN - 10100	B4 - Prime Paint	10d	08.Apr.22	21.Apr.22	■ B4 - Prime Paint
CN - 9990	B4 - Install Int Glazing/Borrow Light	15d	13.Apr.22	03.May.22	■ B4 - Install Int G azing/Borrow Light
CN - 9930	B4 - Paint Electric Closet	2d	13.Apr.22	14.Apr.22	B4 - Paint Electric Closet
CN - 10270	B4 - Install Electric Panels	5d	15.Apr.22	21.Apr.22	■ B4 - Install Electric Panels
CN - 10280	B4 - Pull & Terminate Primary Line	5d	22.Apr.22	28.Apr.22	■ B4 - Pull & Terminate Primary Line
CN - 10090	B4 - Install Ceiling Grid	15d	22.Apr.22	12.May.22	■ B4 - Install Ceiling Grid
CN - 10170	B4 - Install Sprinkler Heads	5d	13.May.22	19.May.22	■ B4 - Install Sprinkler Heads
CN - 10160	B4 - Install Duct Drop/Registers	10d	13.May.22	26.May.22	■ B4 - Install Duct Drop/Registers
CN - 10150	B4 - Install Lighting	10d	13.May.22	26.May.22	■ B4 - Install Lighting
CN - 10060	B4 - Above Ceiling Inspection	1d	27.May.22	27.May.22	' B4 - Above Ceiling Inspection
CN - 10080	B4 - Install Flooring	15d	31.May.22	20.Jun.22	■ B4 - Install Flooring
CN - 10070	B4 - Close Ceiling	5d	31.May.22	06.Jun.22	■ B4 - Close Ceiling
CN - 10020	B4 - FA & Wall Mnted Devices	10d	31.May.22	13.Jun.22	■ B4 - FA & Wall Mnted Devices
CN - 9980	B4 - Millwork	15d	31.May.22	20.Jun.22	■ B4 - Millwork
CN - 9950	B4 - install Toilet Rooms Floor Tile	5d	31.May.22	06.Jun.22	■ B4 - install Toil et Rooms Floor Tile
CN - 9940	B4 - Install Plumbing Fixtures & Tie-in	5d	07.Jun.22	13.Jun.22	■ B4 - Install Plumbing Fixtures & Tie-in
CN - 9960	B4 - Install Toilet Accessories	5d	14.Jun.22	20.Jun.22	■ B4 - Install Toilet Accessories
CN - 10050	B4 - Final Paint	10d	21.Jun.22	05.Jul.22	■ B4 - Final Paint
CN - 10000	B4 - Install Doors & Hardware	5d	21.Jun.22	27.Jun.22	■ B4 - Install Doors & Hardware
	B4 - Punch List	10d	06.Jul.22	19.Jul.22	■ B4 - Punch List
CN - 10030	B4 - Final Clean	5d	20.Jul.22	26.Jul.22	■ B4 - Final Clean
	B4 Complete	0d		26.Jul.22	◆ B4 Complete
Floor 3 Classro		00.1	00 D 04	00 100	PO BLO II Dust 8 Install MAVe
	B3 - R.I.O.H.Duct & Install VAVs	20d	03.Dec.21	03.Jan.22	B3 - R.I.O.H.Duct & Install VAVs B3 - R.I.O.H.Mechanical Piping
CN - 2040	B3 - R.I.O.H.Mechanical Piping	20d	03.Dec.21	03.Jan.22	B3 - R.I.O.H.Plumbing
CN - 2380 CN - 2200	B3 - R.I.O.H.Plumbing	20d	17.Dec.21	17.Jan.22	B3 - R.I.O.H.Sprinkler
	B3 - R.I.O.H.Sprinkler	20d	17.Dec.21	17.Jan.22	B3 - Mech. Piping InsB3inspection
CN - 2180 CN - 2190	B3 - Mech. Piping InsB3inspection B3 - Tie-in Mech Piping to VAVs	5d	04.Jan.22 04.Jan.22	10.Jan.22 05.Jan.22	B3 - Medi. Piping InsB3ilispection
CN - 2760	B3 - Install Stud Frames	2d 15d	18.Jan.22	05.Jan.22 07.Feb.22	B3 - Install Stud Frames
CN - 2770	B3 - R.I.O.H.Electrical/FA/Controls	10d	18.Jan.22	31.Jan.22	B3 - R.I.O.H.Electrical/FA/Controls
CN - 2890	B3 - Tie-in Electrical & Controls to VAVs	2d	01.Feb.22	02.Feb.22	B3 - Tie-in Electrical & Controls to VAVs
CN - 3040	B3 - In-Wall Plumbing	10d	08.Feb.22	21.Feb.22	■ B3 - In-Wall Plumbing
CN - 3050	B3 - In-Wall Flumbing B3 - In-Wall Electrical/FA/Controls	10d	08.Feb.22	21.Feb.22 21.Feb.22	■ B3 - In-Wall Electrical/FA/Controls
CN - 3280	B3 - In-Wall Inspection	10d	22.Feb.22	21.1 eb.22 22.Feb.22	B3 - In-Wall Inspection
CN - 3250	B3 - Board & Tape	25d	23.Feb.22	22.Feb.22 29.Mar.22	B3 - Board & Tape
CN - 3760	B3 - Prime Paint	10d	25.Feb.22 25.Mar.22	07.Apr.22	■ B3 - Prime Paint
CN - 3770	B3 - Install Int Glazing/Borrow Light	15d	30.Mar.22	19.Apr.22	B3 - Install Int Glazing/Borrow Light
CN - 1900	B3 - Paint Electric Closet	2d	30.Mar.22	31.Mar.22	B3 - Paint Electric Closet
514 1500	23 . WITH EIGOTHO GIOGOT	20	oo.iviai.ZZ	01.IVIQI.22	DO 1 directioning process
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Activity ID	Activity Name	Ori. Dur.	Start	Finish				
7.10.11.1.1.1.1.1			O.G. t		2020 2021 2022 2023 2024 2025			
CN - 1930	B3 - Install Electric Panels	5d	01.Apr.22	07.Apr.22	DJFMAMJJASONDJFMAMJJASONDJFMAMJJASONDJFMAMJJASONDJFMAMJJASONDJFM			
CN - 4280	B3 - Pull & Terminate Primary Line	5d	08.Apr.22	14.Apr.22	■ B3 - Pull & Terminate Primary Line			
CN - 3990	B3 - Install Ceiling Grid	15d	08.Apr.22	28.Apr.22	■ B3 - Install Ceiling Grid			
CN - 4450	B3 - Install Sprinkler Heads	5d	29.Apr.22	05.May.22	B3 - Install Sprinkler Heads			
CN - 4460	B3 - Install Duct Drop/Registers	10d	29.Apr.22	12.May.22	B3 - Install Duct Drop/Registers			
CN - 4470	B3 - Install Lighting	10d	29.Apr.22	12.May.22	B3 - Install Lighting			
CN - 4640	B3 - Above Ceiling Inspection	1d	13.May.22	13.May.22	B3 - Above Ceiling Inspection			
CN - 4650	B3 - Install Flooring	15d	16.May.22	06.Jun.22	B3 - Install Flooring			
CN - 4670	B3 - FA & Wall Mnted Devices	10d	16.May.22	27.May.22	■ B3 - FA & Wall Mnted Devices			
CN - 4680	B3 - Millwork	15d	16.May.22	06.Jun.22	B3 - Millwork			
CN - 4690	B3 - install Toilet Rooms Floor Tile	5d	16.May.22	20.May.22	■ B3 - install Toilet Rooms Floor Tile			
CN - 4800	B3 - Install Plumbing Fixtures & Tie-in		23.May.22	27.May.22	B3 - Install Plumbing Fixtures & Tie-in			
CN - 4660	B3 - Close Ceiling	5d 5d	31.May.22	06.Jun.22	B3 - Close Ceiling			
CN - 4870	B3 - Install Toilet Accessories	5d		06.Jun.22	B3 - Close Celling B3 - Install Toillet Accessories			
CN - 4970			31.May.22		B3 - Final Paint			
	B3 - Final Paint B3 - Install Doors & Hardware	10d	07.Jun.22	20.Jun.22	■ B3 - Install Doors & Hardware			
CN - 4980		5d	07.Jun.22	13.Jun.22	■ B3 - Punch List			
CN - 5200	B3 - Punch List	10d	21.Jun.22	05.Jul.22				
CN - 5340	B3 - Final Clean	5d	06.Jul.22	12.Jul.22	■ B3 - Final Clean			
CN - 5360	B3 Complete	0d		26.Jul.22	◆ B3 Complete			
Floor 2 Gym/0 CN - 7430	B2 - R.I.O.H.Duct & Install VAVs	20d	03.Dec.21	03.Jan.22	B2 - R.I.O.H.Duct & Install VAVs			
CN - 7490			03.Dec.21	03.Jan.22	B2 - R.I.O.H.Mechanical Piping			
CN - 7490 CN - 7460	B2 - R.I.O.H.Mechanical Piping	20d	17.Dec.21	17.Jan.22	B2 - R.I.O.H.Plumbing			
	B2 - R.I.O.H.Plumbing	20d			B2 - R.I.O.H.Sprinkler			
CN - 7480	B2 - R.I.O.H.Sprinkler	20d	17.Dec.21	17.Jan.22				
CN - 7420	B2 - Mech. Piping InsB2Inspection	5d	04.Jan.22	10.Jan.22	B2 - Mech. Piping InsB2Inspection			
CN - 7440	B2 - Tie-in Mech Piping to VAVs	2d	04.Jan.22	05.Jan.22	B2 - Tie-in Mech Piping to VAVs			
CN - 7450	B2 - Install Stud Frames	15d	18.Jan.22	07.Feb.22	B2 - Install Stud Frames			
CN - 7470	B2 - R.I.O.H.Electrical/FA/Controls	10d	18.Jan.22	31.Jan.22	B2 - R.I.O.H.Electrical/FA/Controls			
CN - 7410	B2 - Tie-in Electrical & Controls to VAVs	2d	01.Feb.22	02.Feb.22	B2 - Tie-in Electrical & Controls to VAVs			
CN - 7530	B2 - In-Wall Plumbing	10d	08.Feb.22	21.Feb.22	B2 - In-Wall Plumbing			
CN - 7540	B2 - In-Wall Electrical/FA/Controls	10d		21.Feb.22	B2 - In-Wall Electrical/FA/Controls			
CN - 7550	B2 - In-Wall Inspection	1d		22.Feb.22	B2 - In-Wall Inspection			
CN - 7560	B2 - Board & Tape	25d	23.Feb.22	29.Mar.22	B2 - Board & Tape			
CN - 7570	B2 - Prime Paint	10d	25.Mar.22	07.Apr.22	B2 - Prime Paint			
CN - 7680	B2 - Install Int Glazing/Borrow Light	15d	30.Mar.22	19.Apr.22	B2 - Install Int Glazing/Borrow Light			
CN - 7740	B2 - Paint Electric Closet	2d	30.Mar.22	31.Mar.22	B2 - Paint Electric Closet			
CN - 7400	B2 - Install Electric Panels	5d	01.Apr.22	07.Apr.22	B2 - Install Electric Panels			
CN - 7390	B2 - Pull & Terminate Primary Line	5d	08.Apr.22	14.Apr.22	■ B2 - Pull & Terminate Primary Line			
CN - 7580	B2 - Install Ceiling Grid	15d	08.Apr.22	28.Apr.22	■ B2 - Install Ceiling Grid			
CN - 7500	B2 - Install Sprinkler Heads	5d	29.Apr.22	05.May.22	■ B2 - Install Sprinkler Heads			
CN - 7510	B2 - Install Duct Drop/Registers	10d	29.Apr.22	12.May.22	■ B2 - Install Duct Drop/Registers			
CN - 7520	B2 - Install Lighting	10d	29.Apr.22	12.May.22	■ B2 - Install Lighting			
CN - 7610	B2 - Above Ceiling Inspection	1d	13.May.22	13.May.22	B2 - Above Ceiling Inspection			
CN - 7590	B2 - Install Flooring	15d	16.May.22	06.Jun.22	■ B2 - Install Flooring			

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Activit	v ID	Activity Name	Ori. Dur.	Start	Finish					
	,						2020 2021 F M A M J J A S O N D J F M A M J J A S O N D	2022	2023	2024 2025
	CN - 7600	B2 - Close Ceiling	5d	16.May.22	20.May.22			B2 - Close Ceil	ing	
	CN - 7650	B2 - FA & Wall Mnted Devices	10d	16.May.22	27.May.22			■ B2 - FA & Wal	Mnted Devices	
	CN - 7690	B2 - Millwork	15d	16.May.22	06.Jun.22			■ B2 - Millwork		
	CN - 7720	B2 - install Toilet Rooms Floor Tile	5d	16.May.22	20.May.22			B2 - install Toil	et Rooms Floor Tile	
	CN - 7730	B2 - Install Plumbing Fixtures & Tie-in	5d	23.May.22	27.May.22			B2 - Install Plu	ımbing Fixtures & Tie-in	
	CN - 7710	B2 - Install Toilet Accessories	5d	31.May.22	06.Jun.22			■ B2 - Install To	_	
	CN - 7620	B2 - Final Paint	10d	07.Jun.22	20.Jun.22			■ B2 - Final Pa	aint	
	CN - 7670	B2 - Install Doors & Hardware	5d	07.Jun.22	13.Jun.22			B2 - Install De	oors & Hardware	
	CN - 7630	B2 - Punch List	10d	21.Jun.22	05.Jul.22			■ B2 - Punch		
H	CN - 7640	B2 - Final Clean	5d	06.Jul.22	12.Jul.22	1		■ B2 - Final (
	CN - 7660	B2 Complete	0d	00.001.22	12.Jul.22			◆ B2 Comple		
	Floor 1 Gyms	·	00		12.001.22			V B2 00mpio		
	CN - 6930	B1 - R.I.O.H.Duct & Install VAVs	30d	04.Jan.22	14.Feb.22			■ B1 - R.I.O.H.Duct & In	stall VAVs	
	CN - 6940	B1 - R.I.O.H.Mechanical Piping	20d	18.Jan.22	14.Feb.22			B1 - R.I.O.H.Mechanic	al Piping	
	CN - 6980	B1 - R.I.O.H.Plumbing	20d	01.Feb.22	28.Feb.22			■ B1 - R.I.O.H.Plumbin	g	
	CN - 6950	B1 - R.I.O.H.Sprinkler	20d	01.Feb.22	28.Feb.22			■ B1 - R.I.O.H.Sprinkle	er	
	CN - 6970	B1 - Mech. Piping Insulation	5d	15.Feb.22	21.Feb.22			B1 - Mech. Piping Inst	ulation	
	CN - 6960	B1 - Tie-in Mech Piping to VAVs	2d	15.Feb.22	16.Feb.22			B1 - Tie-in Mech Pipin		
	CN - 7000	B1 - Install Stud Frames	10d	01.Mar.22	14.Mar.22			■ B1 - Install Stud Fra	T	
	CN - 6990	B1 - R.I.O.H.Electrical/FA/Controls	10d	01.Mar.22	14.Mar.22			■ B1 - R.I.O.H.Electric	cal/FA/Controls	
	CN - 7010	B1 - Tie-in Electrical & Controls to VAVs	2d	15.Mar.22	16.Mar.22			B1 - Tie-in Electrical		
	CN - 7030	B1 - In-Wall Plumbing	10d	15.Mar.22	28.Mar.22			■ B1 - In-Wall Plumb		
	CN - 7020	B1 - In-Wall Electrical/FA/Controls	10d	15.Mar.22	28.Mar.22			■ B1 - In-Wall Electric		
	CN - 7040	B1 - In-Wall Inspection	1d	29.Mar.22	29.Mar.22			' B1 - In-Wall Inspec		
	CN - 7050	B1 - Board & Tape	25d	30.Mar.22	03.May.22			■ B1 - Board & Tap		
	CN - 7070	B1 - Prime Paint	10d	29.Apr.22	12.May.22			■ B1 - Prime Pain		
Ш	CN - 7060	B1 - Install Int Glazing/Borrow Light	15d	04.May.22	24.May.22				Glazing/Borrow Light	
ш	CN - 6910	B1 - Paint Electric Closet	2d	04.May.22	05.May.22			B1 - Paint Electr		
Ш	CN - 6920	B1 - Install Electric Panels	5d	06.May.22	12.May.22			B1 - Install Elec		
Ш		B1 - Pull & Terminate Primary Line		13.May.22	19.May.22				minate Primary Line	
Ш	CN - 7090	B1 - Install Ceiling Grid	10d		26.May.22			■ B1 - Install Cei	-	
	CN - 7090 CN - 7120	B1 - Install Sprinkler Heads	5d	27.May.22	03.Jun.22			B1 - Install Sp	· ·	
Ш	CN - 7120	B1 - Install Duct Drop/Registers	10d	27.May.22	10.Jun.22	-			uct Drop/Registers	
	CN - 7110	B1 - Install Lighting	10d	27.May.22	10.Jun.22	-		■ B1 - Install Lig		
	CN - 7100	B1 - Above Ceiling Inspection	10d	13.Jun.22	13.Jun.22	-			eiling Inspection	
	CN - 7180	B1 - Above Ceiling Inspection B1 - Install Flooring	15d	13.Jun.22 14.Jun.22	05.Jul.22	-		B1 - Above C	•	
	CN - 7180 CN - 7170	B1 - Install Flooring B1 - Close Ceiling		14.Jun.22 14.Jun.22	-	-		■ B1 - Close C		
		· ·	5d		20.Jun.22	-			All Mnted Devices	
	CN - 7160	B1 - FA & Wall Mnted Devices	10d	14.Jun.22	27.Jun.22	-		B1 - FA & W		
	CN - 7150	B1 - Millwork	15d	14.Jun.22	05.Jul.22				oilet Rooms Floor Tile	
	CN - 7140	B1 - install Toilet Rooms Floor Tile	5d	14.Jun.22	20.Jun.22					
	CN - 7190	B1 - Install Plumbing Fixtures & Tie-in	5d	21.Jun.22	27.Jun.22				lumbing Fixtures & Tie-in	
	CN - 7200	B1 - Install Toilet Accessories	5d	28.Jun.22	05.Jul.22	-			Toilet Accessories	
	CN - 7230	B1 - Final Paint	10d	06.Jul.22	19.Jul.22			■ B1 - Final		
	CN - 7220	B1 - Install Doors & Hardware	5d	06.Jul.22	12.Jul.22			■ B1 - Install	Doors & Hardware	
	-b Data of May 0	Pomaining Level of Effort A Critical Milestones						= *5		

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Activity ID	Activity Name	Ori. Dur.	Start	Finish					
•	,				ЫП			2022 2023 2024 2025 DJFMAMJJJASONDJFMAMJJJASONDJFMAMJJJASONDJFM	
CN - 7240	B1 - Punch List	10d	20.Jul.22	02.Aug.22	0 0			B1 - Punch List	
CN - 7250	B1 - Final Clean	5d	03.Aug.22	09.Aug.22				■ B1 - Final Clean	
CN - 7260	B1 Complete	0d		09.Aug.22				◆ B1 Complete	
Area C	·								
Floor 4 Classro		, ,							
	C4 - R.I.O.H.Duct & Install VAVs	20d	22.Feb.22	21.Mar.22				C4 - R.I.O.H.Duct & Install VAVs	
	C4 - R.I.O.H.Mechanical Piping	20d	22.Feb.22	21.Mar.22				C4 - R.I.O.H.Mechanical Piping	
CN - 10570	C4 - R.I.O.H.Plumbing	20d	08.Mar.22	04.Apr.22				C4 - R.I.O.H.Plumbing	
CN - 10550	C4 - R.I.O.H.Sprinkler	20d	08.Mar.22	04.Apr.22				C4 - R.I.O.H.Sprinkler	
CN - 10610	C4 - Mech. Piping InsC4inspection	5d	22.Mar.22	28.Mar.22				C4 - Mech. Piping InsC4inspection	
	C4 - Tie-in Mech Piping to VAVs	2d	22.Mar.22	23.Mar.22				C4 - Tie-in Mech Piping to VAVs	
CN - 10580	C4 - Install Stud Frames	15d	05.Apr.22	25.Apr.22				C4 - Install Stud Frames	
CN - 10560	C4 - R.I.O.H.Electrical/FA/Controls	10d	05.Apr.22	18.Apr.22				■ C4 - R.I.O.H.Electrical/FA/Controls	
CN - 10620	C4 - Tie-in Electrical & Controls to VAVs	2d	19.Apr.22	20.Apr.22				' C4 - Tie-in Electrical & Controls to VAVs	
CN - 10500	C4 - In-Wall Plumbing	10d	26.Apr.22	09.May.22				C4 - In-Wall Plumbing	
CN - 10490	C4 - In-Wall Electrical/FA/Controls	10d	26.Apr.22	09.May.22				C4 - In-Wall Electrical/FA/Controls	
CN - 10480	C4 - In-Wall Inspection	1d	10.May.22	10.May.22				' C4 - In-Wall Inspection	
CN - 10470	C4 - Board & Tape	25d	11.May.22	15.Jun.22				C4 - Board & Tape	
CN - 10460	C4 - Prime Paint	10d	13.Jun.22	24.Jun.22				C4 - Prime Paint	
CN - 10350	C4 - Install Int Glazing/Borrow Light	15d	16.Jun.22	07.Jul.22				C4 - Install Int Glazing/Borrow Light	
CN - 10290	C4 - Paint Electric Closet	2d	16.Jun.22	17.Jun.22				C4 - Paint Electric Closet	
CN - 10630	C4 - Install Electric Panels	5d	20.Jun.22	24.Jun.22				C4 - Install Electric Panels	
CN - 10640	C4 - Pull & Terminate Primary Line	5d	27.Jun.22	01.Jul.22				C4 - Pull & Terminate Primary Line	
CN - 10450	C4 - Install Ceiling Grid	15d	27.Jun.22	18.Jul.22				C4 - Install Ceiling Grid	
CN - 10530	C4 - Install Sprinkler Heads	5d	19.Jul.22	25.Jul.22				C4 - Install Sprinkler Heads	
CN - 10520	C4 - Install Duct Drop/Registers	10d	19.Jul.22	01.Aug.22				C4 - Install Duct Drop/Registers	
CN - 10510	C4 - Install Lighting	10d	19.Jul.22	01.Aug.22				C4 - Install Lighting	
	C4 - Above Ceiling Inspection	1d	02.Aug.22	02.Aug.22				' C4 - Above Ceiling Inspection	
CN - 10440	C4 - Install Flooring	15d	03.Aug.22	23.Aug.22				C4 - Install Flooring	
CN - 10430	C4 - Close Ceiling	5d	03.Aug.22	09.Aug.22				C4 - Close Ceiling	
CN - 10380	C4 - FA & Wall Mnted Devices	10d	03.Aug.22	16.Aug.22				C4 - FA & Wall Mnted Devices	
CN - 10340	C4 - Millwork	15d	03.Aug.22	23.Aug.22				C4 - Millwork	
CN - 10310	C4 - install Toilet Rooms Floor Tile	5d	03.Aug.22	09.Aug.22				C4 - install Toilet Rooms Floor Tile	
CN - 10300	C4 - Install Plumbing Fixtures & Tie-in	5d	10.Aug.22	16.Aug.22				C4 - Install Plumbing Fixtures & Tie-in	
	C4 - Install Toilet Accessories	5d	17.Aug.22	23.Aug.22				C4 - Install Toilet Accessories	
	C4 - Final Paint	10d	24.Aug.22	07.Sep.22				C4 - Final Paint	
	C4 - Install Doors & Hardware	5d	24.Aug.22	30.Aug.22				C4 - Install Doors & Hardware	
	C4 - Punch List	10d	08.Sep.22	21.Sep.22				C4 - Punch List	
	C4 - Final Clean	5d	22.Sep.22	28.Sep.22				C4 - Final Clean	
	C4 Complete	0d		28.Sep.22				◆ C4 Complete	
Floor 3 Classro	·							<u> </u>	
	C3 - R.I.O.H.Duct & Install VAVs	20d	22.Feb.22	21.Mar.22				C3 - R.I.O.H.Duct & Install VAVs	
CN - 9460	C3 - R.I.O.H.Mechanical Piping	20d	22.Feb.22	21.Mar.22				C3 - R.I.O.H.Mechanical Piping	
CN - 9490	C3 - R.I.O.H.Plumbing	20d	08.Mar.22	04.Apr.22				C3 - R.I.O.H.Plumbing	
CN - 9470	C3 - R.I.O.H.Sprinkler	20d	08.Mar.22	04.Apr.22				C3 - R.I.O.H.Sprinkler	
Finish Date: 01.Mar.2	A Remaining Level of Effort ♦ Critical Milestones	1		,		•	!		
Data Date: 01.Mar.2									

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Acti	rity ID	Activity Name	Ori. Dur.	Start	Finish	
, 101.	,	, carry rams	020	S.a. t		2020 2021 2022 2023 2024 2025
	CN - 9530	C3 - Mech. Piping InsC3inspection	5d	22.Mar.22	28.Mar.22	DJFMAMJJASONDJFMAMJJASONDJFMAMJJASONDJFMAMJJASONDJFMAMJJASONDJFMAMJJASONDJFM
Н	CN - 9510	C3 - Tie-in Mech Piping to VAVs	2d	22.Mar.22	23.Mar.22	C3 - Tie-in Mech Piping to VAVs
Ш	CN - 9500	C3 - Install Stud Frames	15d	05.Apr.22	25.Apr.22	C3 - Install Stud Frames
Н	CN - 9480	C3 - R.I.O.H.Electrical/FA/Controls	10d	05.Apr.22	18.Apr.22	C3 - R.I.O.H.Electrical/FA/Controls
Н	CN - 9540	C3 - Tie-in Electrical & Controls to VAVs	2d	19.Apr.22	20.Apr.22	C3 - Tie-in Electrical & Controls to VAVs
Н	CN - 9420	C3 - In-Wall Plumbing	10d	26.Apr.22	09.May.22	C3 - In-Wall Plumbing
Н	CN - 9410	C3 - In-Wall Electrical/FA/Controls	10d	26.Apr.22	09.May.22	C3 - In-Wall Electrical/FA/Controls
Н	CN - 9400	C3 - In-Wall Inspection	1d	10.May.22	10.May.22	C3 - In-Wall Inspection
Н	CN - 9390	C3 - Board & Tape	25d	11.May.22	15.Jun.22	C3 - Board & Tape
Н	CN - 9380	C3 - Prime Paint	10d	13.Jun.22	24.Jun.22	C3 - Prime Paint
Н	CN - 9270	C3 - Install Int Glazing/Borrow Light	15d	16.Jun.22	07.Jul.22	C3 - Install Int Glazing/Borrow Light
Н	CN - 9210	C3 - Paint Electric Closet	2d	16.Jun.22	17.Jun.22	C3 - Paint Electric Closet
Н	CN - 9550	C3 - Install Electric Panels	5d	20.Jun.22	24.Jun.22	C3 - Install Electric Panels
Н	CN - 9560	C3 - Pull & Terminate Primary Line	5d	27.Jun.22	01.Jul.22	© G3 - Pull & Terminate Primary Line
Н	CN - 9370	C3 - Install Ceiling Grid	15d	27.Jun.22	18.Jul.22	C3 - Install Ceiling Grid
Н	CN - 9450	C3 - Install Sprinkler Heads	5d	19.Jul.22	25.Jul.22	C3 - Install Sprinkler Heads
Н	CN - 9440	C3 - Install Duct Drop/Registers	10d	19.Jul.22	01.Aug.22	C3 - Install Duct Drop/Registers
Н	CN - 9440 CN - 9430	C3 - Install Lighting	10d	19.Jul.22	01.Aug.22	C3 - Install Lighting
Н	CN - 9430 CN - 9340	C3 - Above Ceiling Inspection	10d	02.Aug.22	01.Aug.22 02.Aug.22	' C3 - Above Ceiling Inspection
Н	CN - 9340 CN - 9360	C3 - Install Flooring	15d		23.Aug.22	C3 - Install Flooring
Н	CN - 9350 CN - 9350	· ·		03.Aug.22		C3 - Risian Flooring C3 - Close Ceiling
Н	CN - 9300	C3 - Close Ceiling C3 - FA & Wall Mnted Devices	5d	03.Aug.22	09.Aug.22	C3 - Glose Celling C3 - FA & Wall Mnted Devices
Н			10d	03.Aug.22	16.Aug.22	= C3 - Millwork
Н	CN - 9260	C3 - Millwork C3 - Install Toilet Rooms Floor Tile	15d	03.Aug.22	23.Aug.22	C3 - install Toilet Rooms Floor Tile
Н	CN - 9230		5d	03.Aug.22	09.Aug.22	C3 - Install Plumbing Fixtures & Tie-in
Н	CN - 9220	C3 - Install Plumbing Fixtures & Tie-in	5d	10.Aug.22	16.Aug.22	C3 - Install Fidinging Fixtures & rie-in C3 - Install Toilet Accessories
Н	CN - 9240	C3 - Install Toilet Accessories	5d	17.Aug.22	23.Aug.22	■ C3 - Final Paint
Н	CN - 9330	C3 - Final Paint	10d	24.Aug.22	07.Sep.22	■ C3 - Install Doors & Hardware
Н	CN - 9280	C3 - Install Doors & Hardware	5d	24.Aug.22	30.Aug.22	C3 - Runch List
Н	CN - 9320	C3 - Punch List	10d	08.Sep.22	21.Sep.22	C3 - Final Clean
Н		C3 - Final Clean	5d	22.Sep.22	28.Sep.22	
Н		C3 Complete	0d		28.Sep.22	◆ C3 Complete
Н		coms/Multipurpose C2 - R.I.O.H.Duct & Install VAVs	20d	22.Mar.22	18.Apr.22	C2 - R.I.O.H.Duct & Install VAVs
Ш		C2 - R.I.O.H.Mechanical Piping	20d	22.Mar.22	18.Apr.22	C2 - R.I.O.H.Mechanical Piping
Н	CN - 9130	C2 - R.I.O.H.Plumbing	20d	05.Apr.22	02.May.22	C2 - R.I.O.H.Plumbing
Ш	CN - 9110	C2 - R.I.O.H.Sprinkler	20d	05.Apr.22	02.May.22	C2 - R.I.O.H.Sprinkler
Н	CN - 9170	C2 - Mech. Piping InsC2inspection	5d	19.Apr.22	25.Apr.22	© C2 - Mech. Piping InsC2inspection
	CN - 9150	C2 - Tie-in Mech Piping to VAVs	2d	19.Apr.22	20.Apr.22	C2 - Tie-in Mech Piping to VAVs
	CN - 9140	C2 - Install Stud Frames	15d	03.May.22	23.May.22	C2 - Install Stud Frames
	CN - 9120	C2 - R.I.O.H.Electrical/FA/Controls	10d	03.May.22	16.May.22	C2 - R.I.O.H.Electrical/FA/Controls
	CN - 9120 CN - 9180	C2 - Tie-in Electrical & Controls to VAVs	2d	17.May.22	18.May.22	C2 - Tie-in Electrical & Controls to VAVs
	CN - 9160 CN - 9060	C2 - In-Wall Plumbing	10d	20.May.22	03.Jun.22	C2 - In-Wall Plumbing
	CN - 9050	C2 - In-Wall Electrical/FA/Controls	10d	20.May.22	03.Jun.22	C2 - In-Wall Electrical/FA/Controls
	CN - 9040	C2 - In-Wall Inspection		06.Jun.22	06.Jun.22	C2 - In-Wall Inspection
	JIN - 3040	OL III Wall Inspection	iu	00.0011.22	00.0011.22	OZ III Wali III QOOLOII

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Act	vity ID	Activity Name	Ori. Dur.	Start	Finish	
,	,		020			2020 2021 2022 2023 2024 2025
	CN - 9030	C2 - Board & Tape	25d	07.Jun.22	12.Jul.22	JFMAMJJASONDJFMAMJJASONDJFMAMJJASONDJFMAMJJASONDJFMAMJJASONDJFMAMJJASONDJFM
Ш	CN - 9020	C2 - Prime Paint	10d	08.Jul.22	21.Jul.22	■ C2 - Prime Paint
	CN - 8910	C2 - Install Int Glazing/Borrow Light	15d	13.Jul.22	02.Aug.22	C2 - Install Int Glazing/Borrow Light
Ш	CN - 8850	C2 - Paint Electric Closet	2d	13.Jul.22	14.Jul.22	C2 - Paint Electric Closet
Ш	CN - 9190	C2 - Install Electric Panels	5d	15.Jul.22	21.Jul.22	C2 - Install Electric Panels
Ш	CN - 9200	C2 - Pull & Terminate Primary Line	5d	22.Jul.22	28.Jul.22	© C2 - Pull & Terminate Primary Line
Ш	CN - 9010	C2 - Install Ceiling Grid	15d	22.Jul.22	11.Aug.22	C2 - Install Ceiling Grid
Ш	CN - 9090	C2 - Install Sprinkler Heads	5d	12.Aug.22	18.Aug.22	C2 - Install Sprinkler Heads
Н	CN - 9080	C2 - Install Duct Drop/Registers	10d	12.Aug.22	25.Aug.22	C2 - Install Duct Drop/Registers
Ш	CN - 9070	C2 - Install Lighting	10d	12.Aug.22	25.Aug.22	C2 - Install Lighting
	CN - 8980	C2 - Above Ceiling Inspection	1d	26.Aug.22	26.Aug.22	C2 - Above Ceiling Inspection
Ш	CN - 9000	C2 - Install Flooring	15d	29.Aug.22	19.Sep.22	C2 - Install Flooring
Ш	CN - 8990	C2 - Close Ceiling	5d	29.Aug.22	02.Sep.22	C2 - Close Ceiling
Ш	CN - 8940	C2 - FA & Wall Mnted Devices	10d	29.Aug.22	12.Sep.22	C2 - FA & Wall Mnted Devices
Ш	CN - 8900	C2 - Millwork	15d	29.Aug.22	19.Sep.22	C2 - Millwork
Ш	CN - 8870	C2 - install Toilet Rooms Floor Tile	5d	29.Aug.22	02.Sep.22	C2 - install Toilet Rooms Floor Tile
Ш	CN - 8860	C2 - Install Plumbing Fixtures & Tie-in	5d	06.Sep.22	12.Sep.22	C2 - Install Plumbing Fixtures & Tie-in
Ш	CN - 8880	C2 - Install Toilet Accessories	5d	13.Sep.22	19.Sep.22	C2 - Install Toilet Accessories
Ш	CN - 8970	C2 - Final Paint	10d	20.Sep.22	03.Oct.22	■ C2 - Final Paint
Ш	CN - 8920	C2 - Install Doors & Hardware	5d	20.Sep.22	26.Sep.22	© C2 - Install Doors & Hardware
Ш	CN - 8920 CN - 8960	C2 - Punch List	10d	04.Oct.22	17.Oct.22	C2 - Punch List
	CN - 8950	C2 - Final Clean	5d	18.Oct.22	24.Oct.22	■ C2 - Final Clean
Ш	CN - 8930	C2 Complete	0d	10.001.22	24.Oct.22	◆ C2 Complete
Ш	Floor 1 Multip	·	- Ou		24.001.22	◆ 02 complete
П	CN - 9880	C1 - R.I.O.H.Duct & Install VAVs	20d	22.Mar.22	18.Apr.22	C1 - R.I.O.H.Duct & Install VAVs
Ш	CN - 9820	C1 - R.I.O.H.Mechanical Piping	20d	22.Mar.22	18.Apr.22	C1 - R.I.O.H.Mechanical Piping
Ш	CN - 9850	C1 - R.I.O.H.Plumbing	20d	05.Apr.22	02.May.22	C1 - R.I.O.H.Plumbing
П	CN - 9830	C1 - R.I.O.H.Sprinkler	20d	05.Apr.22	02.May.22	C1 - R.I.O.H.Sprinkler
Ш	CN - 9890	C1 - Mech. Piping Insulation	5d	19.Apr.22	25.Apr.22	C1 - Mech. Piping Insulation
Ш		C1 - Tie-in Mech Piping to VAVs	2d	19.Apr.22	20.Apr.22	C1 - Tie-in Mech Piping to VAVs
Ш	CN - 9860	C1 - Install Stud Frames	10d	03.May.22	16.May.22	C1 - Install Stud Frames
	CN - 9840	C1 - R.I.O.H.Electrical/FA/Controls	10d	03.May.22	16.May.22	C1 - R.I.O.H.Electrical/FA/Controls
	CN - 9900	C1 - Tie-in Electrical & Controls to VAVs	2d	17.May.22	18.May.22	C1 - Tie-in Electrical & Controls to VAVs
	CN - 9780	C1 - In-Wall Plumbing	10d	17.May.22	31.May.22	C1 - In-Wall Plumbing
	CN - 9770	C1 - In-Wall Electrical/FA/Controls	10d	17.May.22	31.May.22	C1 - In-Wall Electrical/FA/Controls
	CN - 9760	C1 - In-Wall Inspection	1d	01.Jun.22	01.Jun.22	' C1 - In-Wall Inspection
	CN - 9750	C1 - Board & Tape	25d	02.Jun.22	07.Jul.22	C1 - Board & Tape
	CN - 9740	C1 - Prime Paint	10d	05.Jul.22	18.Jul.22	C1 - Prime Paint
	CN - 9630	C1 - Install Int Glazing/Borrow Light	15d	08.Jul.22	28.Jul.22	□ C1 - Instal Int Glazing/Borrow Light
	CN - 9570	C1 - Paint Electric Closet	2d	08.Jul.22	11.Jul.22	' C1 - Paint Electric Closet
	CN - 9910	C1 - Install Electric Panels	5d	12.Jul.22	18.Jul.22	■ C1 - Install Electric Panels
	CN - 9920	C1 - Pull & Terminate Primary Line	5d	19.Jul.22	25.Jul.22	■ C1 - Pull & Terminate Primary Line
	CN - 9730	C1 - Install Ceiling Grid	10d	19.Jul.22	01.Aug.22	C1 - Install Ceiling Grid
	CN - 9810	C1 - Install Sprinkler Heads	5d	02.Aug.22	08.Aug.22	C1 - Install Sprinkler Heads
			T			

Run Date: 27.Feb.20 11:17
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Activity ID	Activity Name	Ori. Dur.	Start	Finish				
					2020 2021 2022 2023 2024 2025 DJFMAMJJJASONDJFMAMJJJASONDJFMAMJJJASONDJFMAMJJJASONDJJFMAMJJJASONDJJFM			
CN - 9800	C1 - Install Duct Drop/Registers	10d	02.Aug.22	15.Aug.22	C1 - Install Duct Drop/Registers			
CN - 9790	C1 - Install Lighting	10d	02.Aug.22	15.Aug.22	■ C1 - Install Lighting			
CN - 9700	C1 - Above Ceiling Inspection	1d	16.Aug.22	16.Aug.22	C1 - Above Ceiling Inspection			
CN - 9720	C1 - Install Flooring	15d	17.Aug.22	07.Sep.22	C1 - Install Flooring			
CN - 9710	C1 - Close Ceiling	5d	17.Aug.22	23.Aug.22	C1 - Close Ceiling			
CN - 9660	C1 - FA & Wall Mnted Devices	10d	17.Aug.22	30.Aug.22	C1 - FA & Wall Mnted Devices			
CN - 9620	C1 - Millwork	15d	17.Aug.22	07.Sep.22	C1 - Millwork			
CN - 9590	C1 - install Toilet Rooms Floor Tile	5d	17.Aug.22	23.Aug.22	■ C1 - install Toilet Rooms Floor Tile			
CN - 9580	C1 - Install Plumbing Fixtures & Tie-in	5d	24.Aug.22	30.Aug.22	■ C1 - Install Plumbing Fixtures & Tie-in			
CN - 9600	C1 - Install Toilet Accessories	5d	31.Aug.22	07.Sep.22	C1 - Install Toilet Accessories			
CN - 9690	C1 - Final Paint	10d	08.Sep.22	21.Sep.22	C1 - Final Paint			
CN - 9640	C1 - Install Doors & Hardware	5d	08.Sep.22	14.Sep.22	■ C1 - Install Doors & Hardware			
CN - 9680	C1 - Punch List	10d	22.Sep.22	05.Oct.22	■ C1 - Punch List			
CN - 9670	C1 - Final Clean	5d	06.Oct.22	12.Oct.22	□ C1 - Final Clean			
	C1 Complete	0d		12.Oct.22	◆ C1 Complete			
Floor Base M	·							
CN - 11320	Base - R.I.O.H.Duct & Install VAVs	20d	22.Feb.22	21.Mar.22	■ Base - R.I.O.H.Duct & Install VAVs			
CN - 11260	Base - R.I.O.H.Mechanical Piping	20d	22.Feb.22	21.Mar.22	■ Base - R.I.O.H.Mechanical Piping			
CN - 11290	Base - R.I.O.H.Plumbing	20d	08.Mar.22	04.Apr.22	■ Base - R.I.O.H.Plumbing			
CN - 11270	Base - R.I.O.H.Sprinkler	20d	08.Mar.22	04.Apr.22	■ Base - R.I.O.H.Sprinkler			
CN - 11330	Base - Mech. Piping Insulation	5d	22.Mar.22	28.Mar.22	■ Base - Mech. Piping Insulation			
CN - 11310	Base - Tie-in Mech Piping to VAVs	2d	22.Mar.22	23.Mar.22	□ Base - Tie-in Mech Piping to VAVs			
CN - 11300	Base - Install Stud Frames	10d	05.Apr.22	18.Apr.22	■ Base - Install Stud Frames			
CN - 11280	Base - R.I.O.H.Electrical/FA/Controls	10d	05.Apr.22	18.Apr.22	■ Base - R.I.O.H.Electrical/FA/Controls			
CN - 11340	Base - Tie-in Electrical & Controls to VAVs	2d	19.Apr.22	20.Apr.22	Base - Tie-in Electrical & Controls to VAVs			
CN - 11220	Base - In-Wall Plumbing	10d	19.Apr.22	02.May.22	■ Base - In-Wall Plumbing			
CN - 11210	Base - In-Wall Electrical/FA/Controls	10d	19.Apr.22	02.May.22	■ Base - In-Wall Electrical/FA/Controls			
CN - 11200	Base - In-Wall Inspection	1d	03.May.22	03.May.22	Base - In-Wall Inspection			
CN - 11190	Base - Board & Tape	15d	04.May.22	24.May.22	■ Base - Board & Tape			
CN - 11180	Base - Prime Paint	10d	20.May.22	03.Jun.22	■ Base - Prime Paint			
CN - 11070	Base - Install Int Glazing/Borrow Light	10d	25.May.22	08.Jun.22	Base - Install Int Glazing/Borrow Light			
CN - 11010	Base - Paint Electric Closet	2d	25.May.22	26.May.22	' Base - Paint Electric Closet			
CN - 11350	Base - Install Electric Panels	5d	27.May.22	03.Jun.22	■ Base - Install Electric Panels			
CN - 11360	Base - Pull & Terminate Primary Line	5d	06.Jun.22	10.Jun.22	■ Base - Pull & Terminate Primary Line			
CN - 11170	Base - Install Ceiling Grid	10d	06.Jun.22	17.Jun.22	■ Base - Install Ceiling Grid			
CN - 11250	Base - Install Sprinkler Heads	5d	20.Jun.22	24.Jun.22	Base - Install Sprinkler Heads			
CN - 11240	Base - Install Duct Drop/Registers	10d	20.Jun.22	01.Jul.22	■ Base - Install Duct Drop/Registers			
CN - 11230	Base - Install Lighting	10d	20.Jun.22	01.Jul.22	■ Base - Install Lighting			
CN - 11140	Base - Above Ceiling Inspection	1d	05.Jul.22	05.Jul.22	Base - Above Ceiling Inspection			
CN - 11160	Base - Install Flooring	10d	06.Jul.22	19.Jul.22	■ Base - Install Flooring			
CN - 11150	Base - Close Ceiling	5d	06.Jul.22	12.Jul.22	■ Base - Close Ceiling			
CN - 11100	Base - FA & Wall Mnted Devices	10d	06.Jul.22	19.Jul.22	■ Base - FA & Wall Mnted Devices			
CN - 11060	Base - Millwork	10d	06.Jul.22	19.Jul.22	■ Base - Millwork			
CN - 11030	Base - install Toilet Rooms Floor Tile	5d	06.Jul.22	12.Jul.22	■ Base - install Toilet Rooms Floor Tile			

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Act	vity ID	Activity Name	Ori. Dur. Start	Finish		2000	
					DJ	2020 F M A M J J A S O N D	2021 2022 2023 2024 2025 J F M A M J J A S O N D J F M A M J J A S O N D J F M A M J J A S O N D J F M
	CN - 11020	Base - Install Plumbing Fixtures & Tie-in	5d 13.Jul.22	19.Jul.22			■ Base - Install Plumbing Fixtures & Tie-in
Ш	CN - 11130	Base - Final Paint	10d 20.Jul.22	02.Aug.22			■ Base - Final Paint
Ш	CN - 11080	Base - Install Doors & Hardware	5d 20.Jul.22	26.Jul.22			■ Base - Install Doors & Hardware
Ш	CN - 11040	Base - Install Toilet Accessories	5d 20.Jul.22	26.Jul.22			■ Base - Install Toilet Accessories
Ш	CN - 11120	Base - Punch List	10d 03.Aug.22	16.Aug.22			■ Base - Punch List
	CN - 11110	Base - Final Clean	5d 17.Aug.22	23.Aug.22			■ Base - Final Clean
Ш	CN - 11090	Base Complete	0d	23.Aug.22			◆ Base Complete
Ш	Mech/Electric						
Ш		Build out Electrical Room	100d 17.Dec.21	-			Build out Electrical Room
Ш		Build out Mechanical Room	80d 17.Dec.21	11.Apr.22			Build out Mechanical Room
Н	Area A Floor 4 Classro						
Н		A4 - R.I.O.H.Duct & Install VAVs	20d 27.Dec.21	24.Jan.22			A4 - R.I.O.H.Duct & Install VAVs
		A4 - R.I.O.H.Mechanical Piping	20d 27.Dec.21		-		A4 - R.I.O.H.Mechanical Piping
		A4 - R.I.O.H.Plumbing	20d 11.Jan.22				A4 - R.I.O.H.Plumbing
		A4 - R.I.O.H.Sprinkler	20d 11.Jan.22		-		A4 - R.I.O.H.Sprinkler
Н		A4 - Mech. Piping Inspection3inspection	5d 25.Jan.22				A4 - Mech. Piping Inspection
Н		A4 - Tie-in Mech Piping to VAVs	2d 25.Jan.22				A4 - Tie-in Mech Piping to VAVs
Н		A4 - Install Stud Frames	15d 08.Feb.22				■ A4 - Install Stud Frames
Н		A4 - R.I.O.H.Electrical/FA/Controls	10d 08.Feb.22				A4 - R.I.O.H.Electrical/FA/Controls
Н		A4 - Tie-in Electrical & Controls to VAVs	2d 22.Feb.22				A4 - Tie-in Electrical & Controls to VAVs
Н		A4 - In-Wall Plumbing	10d 01.Mar.22				■ A4 - In-Wall Plumbing
Н		A4 - In-Wall Electrical/FA/Controls	10d 01.Mar.22				■ A4 - In-Wall Electrical/FA/Controls
Н		A4 - In-Wall Inspection	1d 15.Mar.22				A4 - In-Wall Inspection
Н		A4 - Board & Tape	25d 16.Mar.22				A4 - Board & Tape
Н		A4 - Prime Paint	10d 15.Apr.22				A4 - Prime Paint
Н		A4 - Install Int Glazing/Borrow Light	15d 20.Apr.22	•			A4 - Install Int Glazing/Borrow Light
Н		A4 - Paint Electric Closet	2d 20.Apr.22	-			A4 - Paint Electric Closet
Н		A4 - Install Electric Panels	5d 22.Apr.22	· ·			A4 - Install Electric Panels
Н		A4 - Pull & Terminate Primary Line	5d 29.Apr.22				A4 - Pull & Terminate Primary Line
Н		A4 - Install Ceiling Grid	15d 29.Apr.22	-			A4 - Install Ceiling Grid
Н		A4 - Install Sprinkler Heads	5d 20.May.22				A4 - Install Sprinkler Heads
П		A4 - Install Duct Drop/Registers	10d 20.May.22	-			A4 - Install Dupt Drop/Registers
Н		A4 - Install Lighting	10d 20.May.22				A4 - Install Lighting
Н		A4 - Above Ceiling Inspection	1d 06.Jun.22				' A4 - Above Ceiling Inspection
Н		A4 - Install Flooring	15d 07.Jun.22				A4 - Install Flooring
Н		A4 - Close Ceiling	5d 07.Jun.22				■ A4 - Close Ceiling
Н		A4 - FA & Wall Mnted Devices	10d 07.Jun.22				A4 - FA & Wall Mnted Devices
		A4 - Millwork	15d 07.Jun.22				A4 - Millwork
		A4 - install Toilet Rooms Floor Tile	5d 07.Jun.22				■ A4 - install Toilet Rooms Floor Tile
		A4 - Install Plumbing Fixtures & Tie-in	5d 14.Jun.22				■ A4 - Install Plumbing Fixtures & Tie-in
		A4 - Install Toilet Accessories	5d 21.Jun.22				A4 - Install Tpilet Accessories
		A4 - Final Paint	10d 28.Jun.22				■ A4 - Final Paint
		A4 - Install Doors & Hardware	5d 28.Jun.22				A4 - Install Doors & Hardware
		A4 - Punch List	10d 13.Jul.22				■ A4 - Punch List
_							
	nish Date: 01.Mar.24 ata Date: 24.Feb.20	·	_		_		
R	un Date: 27.Feb.20	11:17 Actual Work	Dris			okline MA - RFP Scl	hedule Driscoll School
P	age 13 of 19	Remaining Work		WRS	Racic (Standard Columns)	At a fined lead to district here because of

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Summary Milestones

WBS Basic (Standard Columns)





Activity ID	Activity Name	Ori. Dur.	Start	Finish				
					D .II	2020 FIMIAIMI.II.II.AI.SIOI.NIDI.IIFIMI	2021 2022 2023 2024 2025 A M J J A S O N D J F M A M J J A S O N D J F M A M J J A S O N D J F M M J J A S O N D J T M M J J A S O N D J T M M J J A S O N D J T M M J J A S O N D J T M M J J A S O N D J T M M J J A S O N D J T M M J J A S O N D J T M M J J A S O N D J T M M J J A S O N D J T M M J J A S O N D J T M M J J A S O N D J T M M J J A S O N	
CN - 10750	A4 - Final Clean	5d	27.Jul.22	02.Aug.22			• A4 - Final Clean	
CN - 10730	A4 Complete	0d		02.Aug.22			◆ A4 Complete	
Floor 3 Classro	ooms							
CN - 8150	A3 - R.I.O.H.Duct & Install VAVs	20d	02.Feb.22	01.Mar.22			A3 - R.I.O.H.Duct & Install VAVs	
CN - 8210	A3 - R.I.O.H.Mechanical Piping	20d	02.Feb.22	01.Mar.22			A3 - R.I.O.H.Mechanical Piping	
CN - 8180	A3 - R.I.O.H.Plumbing	20d	16.Feb.22	15.Mar.22			A3 - R.I.O.H.Plumbing	
CN - 8200	A3 - R.I.O.H.Sprinkler	20d	16.Feb.22	15.Mar.22			A3 - R.I.O.H.Sprinkler	
CN - 8140	A3 - Mech. Piping Inspection3inspection	5d	02.Mar.22	08.Mar.22			A3 - Mech. Piping Inspection3inspection	
CN - 8160	A3 - Tie-in Mech Piping to VAVs	2d	02.Mar.22	03.Mar.22			' A3 - Tie-in Mech Piping to VAVs	
CN - 8170	A3 - Install Stud Frames	15d	16.Mar.22	05.Apr.22			A3 - Install Stud Frames	
CN - 8190	A3 - R.I.O.H.Electrical/FA/Controls	10d	16.Mar.22	29.Mar.22			A3 - R.I.O.H.Electrical/FA/Controls	
CN - 8130	A3 - Tie-in Electrical & Controls to VAVs	2d	30.Mar.22	31.Mar.22			A3 - Tie-in Electrical & Controls to VAVs	
CN - 8250	A3 - In-Wall Plumbing	10d	06.Apr.22	19.Apr.22			A3 - In-Wall Plum bing	
CN - 8260	A3 - In-Wall Electrical/FA/Controls	10d	06.Apr.22	19.Apr.22			A3 - In-Wall Elect rical/FA/Controls	
CN - 8270	A3 - In-Wall Inspection	1d	20.Apr.22	20.Apr.22			' A3 - In-Wall Inspection	
CN - 8280	A3 - Board & Tape	25d	21.Apr.22	25.May.22			A3 - Board & Tape	
CN - 8290	A3 - Prime Paint	10d	23.May.22	06.Jun.22			A3 - Prime Paint	
CN - 8400	A3 - Install Int Glazing/Borrow Light	15d	26.May.22	16.Jun.22			A3 - Install Int Glazing/Borrow Light	
CN - 8460	A3 - Paint Electric Closet	2d	26.May.22	27.May.22			A3 - Paint Electric Closet	
CN - 8120	A3 - Install Electric Panels	5d	31.May.22	06.Jun.22			■ A3 - Install Electric Panels	
CN - 8110	A3 - Pull & Terminate Primary Line	5d	07.Jun.22	13.Jun.22			A3 - Pull & Terminate Primary Line	
CN - 8300	A3 - Install Ceiling Grid	15d	07.Jun.22	27.Jun.22			A3 - Install Ceiling Grid	
CN - 8220	A3 - Install Sprinkler Heads	5d	28.Jun.22	05.Jul.22			A3 - Install Sprinkler Heads	
CN - 8230	A3 - Install Duct Drop/Registers	10d	28.Jun.22	12.Jul.22			A3 - Install Duct Drop/Registers	
CN - 8240	A3 - Install Lighting	10d	28.Jun.22	12.Jul.22			A3 - Install Lighting	
CN - 8330	A3 - Above Ceiling Inspection	1d	13.Jul.22	13.Jul.22			' A3 - Above Ceiling Inspection	
CN - 8310	A3 - Install Flooring	15d	14.Jul.22	03.Aug.22			A3 - Install Flooring	
CN - 8320	A3 - Close Ceiling	5d	14.Jul.22	20.Jul.22			A3 - Close Ceiling	
CN - 8370	A3 - FA & Wall Mnted Devices	10d	14.Jul.22	27.Jul.22			A3 - FA & Wall Mnted Devices	
CN - 8410	A3 - Millwork	15d	14.Jul.22	03.Aug.22			A3 - Millwork	
CN - 8440	A3 - install Toilet Rooms Floor Tile	5d	14.Jul.22	20.Jul.22			A3 - install Toilet Rooms Floor Tile	
CN - 8450	A3 - Install Plumbing Fixtures & Tie-in	5d	21.Jul.22	27.Jul.22			■ A3 - Install Plumbing Fixtures & Tie-in	
CN - 8430	A3 - Install Toilet Accessories	5d	28.Jul.22	03.Aug.22			A3 - Install Toilet Accessories	
CN - 8340	A3 - Final Paint	10d	04.Aug.22	17.Aug.22			A3 - Final Paint	
CN - 8390	A3 - Install Doors & Hardware	5d	04.Aug.22	10.Aug.22			■ A3 - Install Doors & Hardware	
CN - 8350	A3 - Punch List	10d	18.Aug.22	31.Aug.22			A3 - Punch List	
CN - 8360	A3 - Final Clean	5d	01.Sep.22	08.Sep.22			A3 - Final Clean	
CN - 8380	A3 Complete	0d		08.Sep.22			◆ A3 Complete	
Floor 2 Kinder								
	A2 - R.I.O.H.Duct & Install VAVs	20d	02.Mar.22	29.Mar.22			A2 - R.I.O.H.Duct & Install VAVs	
	A2 - R.I.O.H.Mechanical Piping	20d	02.Mar.22	29.Mar.22			A2 - R.I.O.H.Mechanical Piping	
	A2 - R.I.O.H.Plumbing	20d	16.Mar.22	12.Apr.22			A2 - R.I.O.H.Plumbing	
	A2 - R.I.O.H.Sprinkler	20d	16.Mar.22	12.Apr.22			A2 - R.I.O.H.Sprinkler	
CN - 8520	A2 - Mech. Piping Inspection2inspection	5d	30.Mar.22	05.Apr.22			A2 - Mech. Piping Inspection2inspection	

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Activity ID	Activity Name	Ori. Dur.	Start	Finish					
,	,				2020 2021 2022 2023 2024 2025 DJFMAMJJJASONDJFMAMJJJASONDJFMAMJJJASONDJFMAMJJJASONDJFM				
CN - 8540	A2 - Tie-in Mech Piping to VAVs	2d	30.Mar.22	31.Mar.22	* A2 - Tie-in Mech Piping to VAVs				
CN - 8550	A2 - Install Stud Frames	15d	13.Apr.22	03.May.22	A2 - Install Stud Frames				
CN - 8570	A2 - R.I.O.H.Electrical/FA/Controls	10d	13.Apr.22	26.Apr.22	■ A2 - R.I.O.H.Electrical/FA/Controls				
CN - 8510	A2 - Tie-in Electrical & Controls to VAVs	2d	27.Apr.22	28.Apr.22	' A2 - Tie-in Electrical & Controls to VAVs				
CN - 8630	A2 - In-Wall Plumbing	10d	04.May.22	17.May.22	■ A2 - In-Wall Plumbing				
CN - 8640	A2 - In-Wall Electrical/FA/Controls	10d	04.May.22	17.May.22	■ A2 - In-Wall Electrical/FA/Controls				
CN - 8650	A2 - In-Wall Inspection	1d	18.May.22	18.May.22	¹ A2 - In-Wall Inspection				
CN - 8660	A2 - Board & Tape	25d	19.May.22	23.Jun.22	A2 - Board & Tape				
CN - 8670	A2 - Prime Paint	10d	21.Jun.22	05.Jul.22	■ A2 - Prime Paint				
CN - 8780	A2 - Install Int Glazing/Borrow Light	15d	24.Jun.22	15.Jul.22	■ A2 - Install Int Glazing/Borrow Light				
CN - 8840	A2 - Paint Electric Closet	2d	24.Jun.22	27.Jun.22	A2 - Paint Electric Closet				
CN - 8500	A2 - Install Electric Panels	5d	28.Jun.22	05.Jul.22	■ A2 - Install Electric Panels				
CN - 8490	A2 - Pull & Terminate Primary Line	5d	06.Jul.22	12.Jul.22	A2 - Pull & Terminate Primary Line				
CN - 8680	A2 - Install Ceiling Grid	15d	06.Jul.22	26.Jul.22	A2 - Install Ceiling Grid				
CN - 8600	A2 - Install Sprinkler Heads	5d	27.Jul.22	02.Aug.22	A2 - Install Sprinkler Heads				
CN - 8610	A2 - Install Duct Drop/Registers	10d	27.Jul.22	09.Aug.22	■ A2 - Install Duct Drop/Registers				
CN - 8620	A2 - Install Lighting	10d	27.Jul.22	09.Aug.22	■ A2 - Install Lighting				
CN - 8710	A2 - Above Ceiling Inspection	1d	10.Aug.22	10.Aug.22	' A2 - Above Ceiling Inspection				
CN - 8690	A2 - Install Flooring	15d	11.Aug.22	31.Aug.22	A2 - Install Flooring				
CN - 8700	A2 - Close Ceiling	5d	11.Aug.22	17.Aug.22	■ A2 - Close Ceiling				
CN - 8750	A2 - FA & Wall Mnted Devices	10d	11.Aug.22	24.Aug.22	A2 - FA & Wall Mnted Devices				
CN - 8790	A2 - Millwork	15d	11.Aug.22	31.Aug.22	A2 - Millwork				
CN - 8820	A2 - install Toilet Rooms Floor Tile	5d	11.Aug.22	17.Aug.22	■ A2 - install Toilet Rooms Floor Tile				
CN - 8830	A2 - Install Plumbing Fixtures & Tie-in	5d	18.Aug.22	24.Aug.22	A2 - Install Plumbing Fixtures & Tie-in				
CN - 8810	A2 - Install Toilet Accessories	5d	25.Aug.22	31.Aug.22	A2 - Install Toilet Accessories				
CN - 8720	A2 - Final Paint	10d	01.Sep.22	15.Sep.22	■ A2 - Final Paint				
CN - 8770	A2 - Install Doors & Hardware	5d	01.Sep.22	08.Sep.22	A2 - Install Doors & Hardware				
CN - 8730	A2 - Punch List	10d	16.Sep.22	29.Sep.22	A2 - Punch List				
CN - 8740	A2 - Final Clean	5d	30.Sep.22	06.Oct.22	A2 - Final Clean				
	A2 Complete	0d	00.0cp.22	06.Oct.22	◆ A2 Complete				
Floor 1 Office	·	00		00.000.22	The dompleto				
CN - 7790	A1 - R.I.O.H.Duct & Install VAVs	20d	30.Mar.22	26.Apr.22	A1 - R.I.O.H.Duct & Install VAVs				
CN - 7850	A1 - R.I.O.H.Mechanical Piping	20d	30.Mar.22	26.Apr.22	■ A1 - R.I.O.H.Medhanical Piping				
CN - 7820	A1 - R.I.O.H.Plumbing	20d	13.Apr.22	10.May.22	A1 - R.I.O.H.Plumbing				
CN - 7840	A1 - R.I.O.H.Sprinkler	20d	13.Apr.22	10.May.22	A1 - R.I.O.H.Sprinkler				
CN - 7780	A1 - Mech. Piping Insulation	5d	27.Apr.22	03.May.22	■ A1 - Mech. Piping Insulation				
CN - 7800	A1 - Tie-in Mech Piping to VAVs	2d	27.Apr.22	28.Apr.22	' A1 - Tie-in Mech Piping to VAVs				
CN - 7810	A1 - Install Stud Frames	10d	11.May.22	24.May.22	■ A1 - Install Stud Frames				
CN - 7830	A1 - R.I.O.H.Electrical/FA/Controls	10d	11.May.22	24.May.22	■ A1 - R.I.O.H.Electrical/FA/Controls				
CN - 7770	A1 - Tie-in Electrical & Controls to VAVs	2d	25.May.22	26.May.22	' A1 - Tie-in Electrical & Controls to VAVs				
CN - 7890	A1 - In-Wall Plumbing	10d	25.May.22	08.Jun.22	■ A1 - In-Wall Plumbing				
CN - 7900	A1 - In-Wall Electrical/FA/Controls	10d	25.May.22	08.Jun.22	■ A1 - In-Wall Electrical/FA/Controls				
CN - 7910	A1 - In-Wall Inspection	1d	09.Jun.22	09.Jun.22	' A1 - In-Wall Inspection				
CN - 7920	A1 - Board & Tape	22d	10.Jun.22	12.Jul.22	A1 - Board & Tape				

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Activity ID	Activity Name	Ori. Dur.	Start	Finish	
					2020 2021 2022 2023 2024 2025 DJFMAMJJJASONDJFMAMJJJASONDJFMAMJJJASONDJFMAMJJJASONDJFMAMJJJASONDJFM
CN - 7930	A1 - Prime Paint	10d	08.Jul.22	21.Jul.22	
CN - 8040	A1 - Install Int Glazing/Borrow Light	10d	13.Jul.22	26.Jul.22	■ A1 - Install Int Glazing/Borrow Light
CN - 8100	A1 - Paint Electric Closet	2d	13.Jul.22	14.Jul.22	· A1 - Paint Electric Closet
CN - 7760	A1 - Install Electric Panels	5d	15.Jul.22	21.Jul.22	A1 - Install Electric Panels
CN - 7750	A1 - Pull & Terminate Primary Line	5d	22.Jul.22	28.Jul.22	■ A1 - Pull & Terminate Primary Line
CN - 7940	A1 - Install Ceiling Grid	10d	22.Jul.22	04.Aug.22	■ A1 - Install Ceiling Grid
CN - 7860	A1 - Install Sprinkler Heads	5d	05.Aug.22	11.Aug.22	■ A1 - Install Sprinkler Heads
CN - 7870	A1 - Install Duct Drop/Registers	10d	05.Aug.22	18.Aug.22	■ A1 - Install Duct Drop/Registers
CN - 7880	A1 - Install Lighting	10d	05.Aug.22	18.Aug.22	■ A1 - Install Lighting
CN - 7970	A1 - Above Ceiling Inspection	2d	19.Aug.22	22.Aug.22	A1 - Above Ceiling Inspection
CN - 7950	A1 - Install Flooring	15d	23.Aug.22	13.Sep.22	■ A1 - Install Flooring
CN - 7960	A1 - Close Ceiling	5d	23.Aug.22	29.Aug.22	■ A1 - Close Ceiling
CN - 8010	A1 - FA & Wall Mnted Devices	5d	23.Aug.22	29.Aug.22	■ A1 - FA & Wall Mnted Devices
CN - 8050	A1 - Millwork	15d	23.Aug.22	13.Sep.22	■ A1 - Millwork
CN - 8080	A1 - install Toilet Rooms Floor Tile	5d	23.Aug.22	29.Aug.22	■ A1 - install Toilet Rooms Floor Tile
CN - 8090	A1 - Install Plumbing Fixtures & Tie-in	5d	30.Aug.22	06.Sep.22	■ A1 - Install Plumbing Fixtures & Tie-in
CN - 8070	A1 - Install Toilet Accessories	5d	07.Sep.22	13.Sep.22	■ A1 - Install Toilet Accessories
CN - 7980	A1 - Final Paint	10d	14.Sep.22	27.Sep.22	■ A1 - Final Paint
CN - 8030	A1 - Install Doors & Hardware	5d	14.Sep.22	20.Sep.22	■ A1 - Install Doors & Hardware
CN - 7990	A1 - Punch List	10d	28.Sep.22	11.Oct.22	■ A1 - Punch List
CN - 8000	A1 - Final Clean	5d	12.Oct.22	18.Oct.22	■ A1 - Final Clean
CN - 8020	A1 Complete	0d	12.000.22	18.Oct.22	◆ A1 Complete
Kitchen/Cafe	·				
CN - 7270	R.I.O.H.Duct & Install VAVs - Kitchen	20d	30.Mar.22	26.Apr.22	R.I.O.H.Duct & Install VAVs - Kitchen
CN - 7280	R.I.O.H.Mechanical Piping - Kitchen	20d	30.Mar.22	26.Apr.22	R.I.O.H.Mechanical Piping - Kitchen
CN - 7310	R.I.O.H.Plumbing - Kitchen	10d	20.Apr.22	03.May.22	R.I.O.H.Plumbing - Kitchen
CN - 7320	R.I.O.H.Sprinkler - Kitchen	10d	20.Apr.22	03.May.22	R.I.O.H.Sprinkler - Kitchen
CN - 7290	Tie-in Mech Piping to VAVs - Kitchen	2d	27.Apr.22	28.Apr.22	¹ Tie-in Mech Piping to VAVs - Kitchen
CN - 7300	Mech. Piping Insulation - Kitchen	5d	29.Apr.22	05.May.22	■ Mech. Piping Insulation - Kitchen
CN - 7330	R.I.O.H.Electrical/FA/Controls - Kitchen	10d	04.May.22	17.May.22	R.I.O.H.Electrical/FA/Controls - Kitchen
CN - 7340	Install Stud Frames - Kitchen	10d	06.May.22	19.May.22	■ Install Stud Frames - Kitchen
CN - 5270	In-Wall Plumbing - Kitchen	10d	13.May.22	26.May.22	■ In-Wall Plumbing - Kitchen
CN - 5280	In-Wall Electrical/FA/Controls - Kitchen	10d	13.May.22	26.May.22	■ In-Wall Electrical/FA/Controls - Kitchen
CN - 7350	Tie-in Electrical & Controls to VAVs - Kitchen	2d	18.May.22	19.May.22	' Tie-in Electrical & Controls to VAVs - Kitchen
CN - 5390	In-Wall Inspection - Kitchen	5d	27.May.22	03.Jun.22	■ In-Wall Inspection - Kitchen
CN - 5480	Board & Tape - Kitchen	7d	06.Jun.22	14.Jun.22	■ Board & Tape - Kitchen
CN - 5560	Prime Paint - Kitchen	2d	15.Jun.22	16.Jun.22	Prime Paint - Kitchen
CN - 5570	Install Walk-in Cooler/Freezer - Kitchen	10d	15.Jun.22	28.Jun.22	■ Install Walk-in Cooler/Freezer - Kitchen
CN - 5600	Install Kitchen Hoods - Kitchen	5d	17.Jun.22	23.Jun.22	■ Install Kitchen Hoods - Kitchen
CN - 5650	Duct Tie-in to Kitchen Hoods - Kitchen	7d	24.Jun.22	05.Jul.22	■ Duct Tie-in to Kitchen Hoods - Kitchen
CN - 5660	Ansul System OH Rough - Kitchen	5d	24.Jun.22	30.Jun.22	■ Ansul System OH Rough - Kitchen
CN - 5680	Refrigerant OH Rough - Kitchen	5d	29.Jun.22	06.Jul.22	■ Refrigerant OH Rough - Kitchen
CN - 5690	DPH Preliminary Walk through - Kitchen	1d	29.Jun.22	29.Jun.22	DPH Preliminary Walk through - Kitchen
CN - 6350	Install FRP Wall Panel - Kitchen	5d	01.Jul.22	08.Jul.22	■ Install FRP Wall Panel - Kitchen

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Activity ID	Activity Name	Ori. Dur.	Start	Finish	
					2020 2021 2022 2023 2024 J F M A M J J A S O N D J F M A M J J A S O N D J F M A M J J A S O N D J F M A M J J A S O N D J F M A M J J A S O N D J
CN - 6150	Install Quarry Tile - Kitchen	8d	11.Jul.22	20.Jul.22	Install Quarry Tile - Kitchen
CN - 6380	Electrical/FA Devices - Kitchen	5d	11.Jul.22	15.Jul.22	■ Electrical/FA Devices - Kitchen
CN - 5760	Install Ceiling Grid - Kitchen	8d	21.Jul.22	01.Aug.22	■ Install Ceiling Grid - Kitchen
CN - 5580	Kitchen Grill Sliding Doors	3d	28.Jul.22	01.Aug.22	■ Kitchen Grill Sliding Doors
CN - 5870	Install Sprinkler Heads - Kitchen	5d	02.Aug.22	08.Aug.22	■ Install Sprinkler Heads - Kitchen
CN - 5880	Install Duct Drop/Registers - Kitchen	2d	02.Aug.22	03.Aug.22	Install Duct Drop/Registers - Kitchen
CN - 5890	Install Lighting - Kitchen	5d	02.Aug.22	08.Aug.22	■ Install Lighting - Kitchen
CN - 5910	Above Ceiling Inspection - Kitchen	2d	09.Aug.22	10.Aug.22	Above Ceiling Inspection - Kitchen
CN - 6080	Close Ceiling - Kitchen	5d	11.Aug.22	17.Aug.22	■ Close Ceiling - Kitchen
CN - 6370	Install Equipments - Kitchen	10d	11.Aug.22	24.Aug.22	■ Install Equipments - Kitchen
CN - 6340	Final Paint - Kitchen	3d	18.Aug.22	22.Aug.22	■ Final Paint - Kitchen
CN - 6540	Electrical Final Connections - Kitchen	10d	18.Aug.22	31.Aug.22	■ Electrical Final Connections - Kitchen
CN - 6550	Plumbing Final Connections - Kitchen	10d	18.Aug.22	31.Aug.22	■ Plumbing Final Connections - Kitchen
CN - 7360	Install Flooring - Kitchen	5d	18.Aug.22	24.Aug.22	■ Install Flooring - Kitchen
CN - 6360	Punch List - Kitchen	5d	23.Aug.22	29.Aug.22	■ Punch List - Kitchen
CN - 6530	Final Clean - Kitchen	2d	26.Aug.22	29.Aug.22	□ Final Clean - Kitchen
CN - 6580	DPH Final Inspection - Kitchen	1d	29.Aug.22	29.Aug.22	DPH Final Inspection - Kitchen
CN - 6740	Kitchen Complete	0d		31.Aug.22	◆ Kitchen Complete
CN - 6750	Final Connections Complete	0d		31.Aug.22	◆ Final Connections Complete
Area B - Gym &	Auditorium			,	
Gymnasium					
CN - 2950	Prime Paint - Gym	4d	15.Feb.22	18.Feb.22	Prime Paint - Gym
CN - 3020	R.I.O.H.Duct - Gym	15d	22.Apr.22	12.May.22	R.I.O.H.Duct - Gym
CN - 3030	R.I.O.H Electrical - Gym	15d	22.Apr.22	12.May.22	R.I.O.H Electrical - Gym
CN - 3170	R.I.O.H.Sprinkler - Gym	8d	10.May.22	19.May.22	■ R.I.O.H.Sprinkler - Gym
CN - 3270	Spray Paint Ceiling - Gym	10d	20.May.22	03.Jun.22	Spray Paint Ceiling - Gym
CN - 3510	Install Gym Equipments - Gym	15d	06.Jun.22	24.Jun.22	■ Install Gym Equipments - Gym
CN - 3520	Wall Paneling @ Gymnasium	10d	06.Jun.22	17.Jun.22	■ Wall Paneling @ Gymnasium
CN - 3870	Install Lighting - Gym	10d	27.Jun.22	11.Jul.22	■ Install Lighting - Gym
CN - 3950	Install Speakers - Gym	8d	27.Jun.22	07.Jul.22	■ Install Speakers - Gym
CN - 4270	Install Int Glazing/Borrow Light - Gym	2d	08.Jul.22	11.Jul.22	Install Int Glazing/Borrow Light - Gym
CN - 4310	Final Paint - Gym	6d	12.Jul.22	19.Jul.22	■ Final Paint - Gym
CN - 4440	Install Gym Flooring/Game Lines/Sealer- Gym	25d	20.Jul.22	23.Aug.22	Install Gym Flooring/Game Lines/Sealer- Gym
CN - 5220	Final Clean - Gym	5d	24.Aug.22	30.Aug.22	■ Final Clean - Gym
CN - 5230	Install Doors & Hardware - Gym	2d	24.Aug.22	25.Aug.22	' Install Doors & Hardware - Gym
CN - 4950	Install Wall Pads - Gym	3d	24.Aug.22	26.Aug.22	□ Install Wall Pads - Gym
CN - 5290	Punch List - Gym	10d	29.Aug.22	12.Sep.22	■ Punch List - Gym
CN - 5380	Gymnasium Complete	0d		12.Sep.22	◆ Gymnasium Complete
Auditorium					
High Elevatio	Aud - Build Interior Partitions - Upper Level	10d	15.Feb.22	28.Feb.22	■ Aud - Build Interior Partitions - Upper Level
	Build Temp Platform - Aud High Elev	10d	15.Feb.22 15.Mar.22	28.Mar.22	■ Build Temp Platform - Aud High Elev
	Install Stud Frames - Aud High Elev		29.Mar.22		■ Install Stud Frames - Aud High Elev
		10d		11.Apr.22	■ In-wall Electrical/FA/Controls - Aud High Elev
	In-wall Electrical/FA/Controls - Aud High Elev	10d	12.Apr.22	25.Apr.22	■ Install Catwalk - Aud High Elev
CN - 22/0	Install Catwalk - Aud High Elev	10d	12.Apr.22	25.Apr.22	- Ilistali Catwaik - Aud High Elev
Finish Date: 01.Mar.2	Remaining Level of Effort ♦ Critical Milestones				

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Driscoll School - Brookline MA - RFP Schedule

WBS Basic (Standard Columns)





ctivity ID	Activity Name	Ori. Dur.	Start	Finish	0000				
					DJF	2020 2021 - MAMJJJASONDJFMAMJJJASOND	2022 2023 2024 202 DJJFMAMJJJASONDJJFMAMJJJASONDJJFMAMJJJASONDJJF		
CN - 2470	In-wall Inspection - Aud High Elev	5d	26.Apr.22	02.May.22	1		In-wall Inspection - Aud High Elev		
CN - 2480	Install Stage Equipment Hanging System - Aud High Elev	10d	26.Apr.22	09.May.22	1		Install Stage Equipment Hanging System - Aud High Elev		
CN - 2560	Board & Tape - Aud High Elev	15d	03.May.22	23.May.22	1		■ Board & Tape - Aud High Elev		
CN - 2830	Prime Paint - Aud High Elev	5d	24.May.22	31.May.22	1		Prime Paint - Aud High Elev		
CN - 2870	R.I.O.H.Duct - Aud High Elev	15d	01.Jun.22	21.Jun.22	1		R.I.O.H.Duct - Aud High Elev		
CN - 2880	R.I.O.H.Electrical/FA/Controls - Aud High Elev	10d	01.Jun.22	14.Jun.22	1		R.I.O.H.Electrical/FA/Controls - Aud High Elev		
CN - 3120	R.I.O.H.Sprinkler - Aud High Elev	7d	20.Jun.22	28.Jun.22	1		R.I.O.H.Sprinkler - Aud High Elev		
CN - 3190	Paint Exposed Deck - Aud High Elev	5d	29.Jun.22	06.Jul.22	1		Paint Exposed Deck - Aud High Elev		
CN - 3250	Install Steel Support for Gym Cloud - Aud High Elev	3d	07.Jul.22	11.Jul.22	1		Install Steel Support for Gym Cloud - Aud High Elev		
CN - 3390	Frame/Board/Tape Cloud - Aud High Elev	7d	12.Jul.22	20.Jul.22	1		■ Frame/Board/Tape Cloud - Aud High Elev		
CN - 3500	Install Hanging Auditorium Panels - Aud High Elev	10d	21.Jul.22	03.Aug.22	1		■ Install Hanging Auditorium Panels - Aud High Elev		
CN - 3620	Install Sprinkler Heads - Aud High Elev	7d	28.Jul.22	05.Aug.22	1		■ Install Sprinkler Heads - Aud High Elev		
CN - 3630	Install Lighting - Aud High Elev	10d	28.Jul.22	10.Aug.22	1		■ Install Lighting - Aud High Elev		
CN - 3730	Install Sound System - Aud High Elev	5d	04.Aug.22	10.Aug.22	1		■ Install Sound System - Aud High Elev		
CN - 3890	Wall Paneling @ Auditorium	8d	11.Aug.22	22.Aug.22	1		■ Wall Paneling @ Auditorium		
First Floor & S					ı				
CN - 2090	Aud - Build Interior Partitions - First Level	10d	01.Mar.22	14.Mar.22	ı '		Aud - Build Interior Partitions - First Level		
CN - 2490	In-wall Electrical/FA/Controls - Aud 1st Level	10d	26.Apr.22	09.May.22	ı '		■ In-wall Electrical/FA/Controls - Aud 1st Level		
CN - 2680	In-wall Inspection - Aud 1st Level	5d	10.May.22	16.May.22	1		■ In-wall Inspection - Aud 1st Level		
CN - 2740	Install Int Glazing/Borrow Light - Aud 1st Level	4d	17.May.22	20.May.22	1		• Install Int Glazing/Borrow Light - Aud 1st Level		
CN - 2800	Paint - 1st Level Aud 1st Level	5d	18.May.22	24.May.22	1		Paint - 1st Level Aud 1st Level		
CN - 3130	R.I.O.H.Duct - Aud 1st Level	10d	22.Jun.22	06.Jul.22	1		R.I.O.H.Duct - Aud 1st Level		
CN - 3260	R.I.O.H.Sprinkler - Aud 1st Level	7d	07.Jul.22	15.Jul.22	ı '		R.I.O.H.Sprinkler - Aud 1st Level		
CN - 3440	R.I.O.H.Electrical/FA/Controls - Aud 1st Level	10d	18.Jul.22	29.Jul.22	1		R.I.O.H.Electrical/FA/Controls - Aud 1st Level		
CN - 3680	Paint Exposed Deck - Aud 1st Level	5d	01.Aug.22	05.Aug.22	ı '		Paint Exposed Deck - Aud 1st Level		
CN - 3800	Install Sprinkler Heads - Aud 1st Level	7d	08.Aug.22	16.Aug.22	1		■ Install Sprinkler Heads - Aud 1st Level		
CN - 3810	Install Lighting - Aud 1st Level	10d	08.Aug.22	19.Aug.22	1		■ Install Lighting - Aud 1st Level		
CN - 3820	Theatre Rigging - Aud 1st Level	15d	08.Aug.22	26.Aug.22	1		Theatre Rigging - Aud 1st Level		
CN - 3830	Install Hanging Auditorium Panels	10d	08.Aug.22	19.Aug.22	1		■ Install Hanging Auditorium Panels		
CN - 3900	Control Room Millwork - Aud 1st Level	10d	11.Aug.22	24.Aug.22	1		■ Control Room Millwork - Aud 1st Level		
CN - 3960	Install Seating - Aud 1st Level	7d	23.Aug.22	31.Aug.22	1		■ Install Seating - Aud 1st Level		
CN - 3970	FA & Wall Mnted Devices - Aud 1st Level	10d	23.Aug.22	06.Sep.22	1		FA & Wall Mnted Devices - Aud 1st Level		
CN - 4100	Install Wall Paneling @ Proscenium	10d	25.Aug.22	08.Sep.22	1		■ Install Wall Paneling @ Proscenium		
CN - 4160	Performing Art Wood Flooring	8d	29.Aug.22	08.Sep.22	1		Performing Art Wood Flooring		
CN - 4260	Install Carpet Flooring - Aud 1st Level	8d	01.Sep.22	13.Sep.22	1		■ Install Carpet Flooring - Aud 1st Level		
CN - 4360	Install Stage & Seating Wood Flooring - Aud 1st Level	5d	09.Sep.22	15.Sep.22			■ Install Stage & Seating Wood Flooring - Aud 1st Level		
CN - 4370	Punch List - Aud 1st Level	10d	09.Sep.22	22.Sep.22	1		Punch List - Aud 1st Level		
CN - 4420	Install Doors & Hardware - Aud 1st Level	2d	14.Sep.22	15.Sep.22	ı		Install Doors & Hardware - Aud 1st Level		
CN - 4500	Install Stage Curtain - Aud 1st Level	3d	16.Sep.22	20.Sep.22			■ Install Stage Curtain - Aud 1st Level		
CN - 4520	Final Clean - Aud 1st Level	3d	20.Sep.22	22.Sep.22	1		Final Clean - Aud 1st Level		
CN - 4570	Auditorium Complete	0d		22.Sep.22	\perp		◆ Auditorium Complete		
Site Improvemen									
CN-2840	Paving & Site Improvements at Building Entrance	60d	28.Apr.22	25.Jul.22	\vdash		Paving & Site Improvements at Building Entrance		
Turnover	Startus & Commissioning	00-1	00 14 00	04 0 - 00			Startup & Commissioning		
CN-4350	Startup & Commissioning	660	22.Jul.22	24.Oct.22					
Finish Date: 01.Mar.2 Data Date: 24.Feb.2									

Page 18 of 19 Driscoll Brookline RFP-R3 Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Summary Milestones

Driscoll School - Brookline MA - RFP Schedule
WBS Basic (Standard Columns)

Ori We find





Activity ID	Activity Name	Ori. Dur.	Start	Finish					_	
·					2020	2021	2022	2023	2024	2025
CN-4440	Building Inspections	22d	16.Sep.22	17.Oct.22	D J F M A M J J A S O N D 			Building Inspections	J F M A M J J A S O N	1 DI 2 L L IM
CN-4370	Obtain CO	5d	18.Oct.22	24.Oct.22				Obtain CO		
CN-3710	Building Substantial Completion	0d		24.Oct.22			•	Building Substantial Completio	n	
CN-3720	Move In	44d	25.Oct.22	27.Dec.22			-	Move In		
Phase 3 - De	molition & Sitework (Initial Sequence/Duration)									
Existing Buil	Iding Demolition									
CN-4410	Abate & Demo Existing Building	88d	30.Jan.23	01.Jun.23		Abate & Demo Existing Building				
CN-4430	Site Improvements & Landscaping	66d	02.Jun.23	05.Sep.23				Site In	nprovements & Landscapir	ng
CN-4420	Rough Grade & Underground Utilites @ New Parking Area	44d	02.Jun.23	03.Aug.23				Rough G	rade & Underground Utilite	es @ New
CN-4740	Drill Geothermal Well(s)	44d	02.Jun.23	03.Aug.23				Drill Geot	hermal Well(s)	
CN-4400	Earthwork & Rough Grade Balance of Site	88d	10.Jul.23	09.Nov.23				E	arthwork & Rough Grade I	Balance o
CN-3850	Install Sport Equipment	44d	04.Aug.23	05.Oct.23				Insta	all Sport Equipment	
CLOSEOU [*]	Т									
CO-1000	Building Closeout Documentation	60d	25.Oct.22	19.Jan.23*	Building Closeout Documentation		nentation			
CO-1030	Site Closeout Documentation	43d	06.Oct.23	06.Dec.23					Site Closeout Documenta	ation
CO-1020	Project Complete	0d		06.Dec.23				•	Project Complete	

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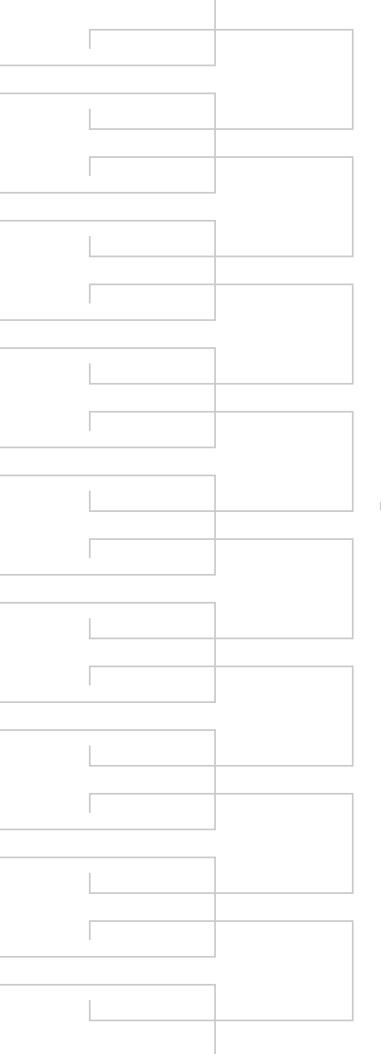
SELF-PERFORMING WORK

Gilbane has the capacity to self-perform several trades including general labor, interim cleaning and carpentry. Our self-perform functions are always competitively bid in the marketplace ensuring the lowest price for the client. On K12 projects, our self-perform activities generally include installing temporary protection around work zones, construction rough and finish clean, general cleaning of work zones, installing and maintaining construction access points, and general safety and protection work.

We have successfully self-performed trade work on the following:

- > Essex North Shore Agricultural & Technical (ENSAT) High School | Hathorne, MA
- > Hoosac Valley Middle/High School | Cheshire, MA
- > Longmeadow High School | Longmeadow, MA
- > Newburyport Nock-Molin Middle School | Newburyport, MA
- > Saltonstall/Collins School Green Repair Project | Salem, MA
- > Wilmington High School | Wilmington, MA
- > Winthrop Middle/High Schools | Winthrop, MA
- > Taconic High School | Pittsfield, MA
- > Sarah Gibbons School | Westborough, MA
- > Dearborn STEM Academy | Boston, MA
- > Minuteman Regional Vocational Technical High School | Lexington, MA







LEGAL PROCEEDINGS

List any legal proceeding, administrative proceeding, arbitrations and any matters being investigated by the Massachusetts Inspector General, whether currently pending or concluded within the past five (5) years that involved a construction project and or a construction contract in which your firm was named a party. Include a narrative statement that summarizes the basis of the disputes presented in the legal proceedings.

MATTERS BEING INVESTIGATED BY THE MASSACHUSETTS INSPECTOR GENERAL

None

LEGAL PROCEEDINGS

Gilbane Building Company - Corporate Legal Department Current/Settled Cases Past Five Years

As would be expected for a construction firm with revenues of approximately \$6.1 billion in 2019, Gilbane Building Company has been involved in a number of claims and/or litigation cases. Most of these are inconsequential cases into which Gilbane is brought by a subcontractor or other party. In our judgment, there are no current outstanding legal cases which have significant potential to have any substantial adverse impact on Gilbane's overall financial position, nor have there been within the past five years. The following cases exceed \$500,000 in exposure. Bankruptcy, personal injury and workers compensation matters are excluded. For brevity, we have only included New England cases.

Contact Information For All Cases:

Brad A. Gordon, Sr. VP-General Counsel

Gilbane Building Company, 7 Jackson Walkway, Providence, RI 02903

Tel: 401.456.5800 Email: bgordon@gilbaneco.com

CURRENT CASES | NEW ENGLAND

Plaintiff(s)	State of Rhode Island by Department of Administration Division of Purchases and Rhode Island Council on Postsecondary Education fka and successor to the Rhode Island Board of Governors for Higher Education
Defendant(s)	Gilbane Building Company and Payette Associates, Inc.
Court	American Arbitration Association
Docket/Index	01-18-0004-7099
Project	University of Rhode Island Center for Biotechnology and Life Sciences
Location	Kingston, Rhode Island
Services	Construction Management
Date Initiated	December 26, 2018
Status	Pending

This is an arbitration demand filed. Masonry issues arose after approximately ten years of use of the building. The parties are investigating whether the root causes are related to design or construction. The expert testimony to date suggests failures related to design, and we are proceeding to mediate the dispute among the State of Rhode Island, the Architect, Gilbane and Gilbane's masonry subcontractor. Mediation scheduled for April 2020.

CLOSED/SETTLED CASES | NEW ENGLAND

Plaintiff(s)	Ostrow Electric Company				
Defendant(s)	Gilbane Building Company and Travelers Casualty & Surety Company of America				
Court	Massachusetts Superior Court Suffolk County				
Docket/Index	2015-1280				
Project	R. A. Nock/E.G. Molin Middle School				
Location	Newburyport, Massachusetts				
Services	Construction Management				
Date Initiated	May 2015				
Status	Settled August, 2015				
This was a case fi	This was a case filed by a subcontractor seeking funds alleged due.				

Plaintiff(s)	Coghlin Electrical				
Defendant(s)	Gilbane Building Company and Travelers Casualty & Surety Company of America				
Court	Massachusetts Superior Court Trial Court Worcester County				
Docket/Index	C.A. 13-1300				
Project	Worcester Psychiatric Hospital #11-4461				
Location	Worcester, Massachusetts				
Services	Construction Management				
Date Initiated	July 17, 2013				
Status	Settled July 2016				
This was a case f	This was a case filed by subcontractor seeking to recover alleged additional costs.				

Plaintiff(s)	Costa Brothers Masonry, Inc.				
Defendant(s)	Gilbane Building Company, Travelers Casualty & Surety Company of America				
Court	Superior Court of Massachusetts Suffolk County				
Docket/Index	2016-2861D				
Project	North Reading Middle/High School				
Location	North Reading, Massachusetts				
Services	Construction Management				
Date Initiated	October 6, 2016				
Status	Settled November 2016				
This was a case fi	This was a case filed by a subcontractor seeking funds alleged due for alleged extra work.				

Plaintiff(s)	Gilbane Building Company
Defendant(s)	Yard Works, Inc.
Court	Rhode Island Superior Court
Docket/Index	2011-2037
Project	Waterplace Parcel 2
Location	Providence, Rhode Island
Services	Construction Management Services
Date Initiated	April 2011
Status	Settled May 2017

In April 2011, Gilbane brought an action against its landscaping subcontractor on the Waterplace Parcel 2 project in Providence, Rhode Island, to recover the costs Gilbane incurred to replace multiple roofs on the project that were damaged as a result of defective workmanship by Yard Works, Inc. and its sub-subcontractor in the performance of the landscaping and hardscaping work on the project. Settled May 2017.

Plaintiff(s)	Waterplace I Condominium Association					
Defendant(s)	Ferguson Neudorf Glass, Inc., Firestone Building Products Co., LLC, Gilbane Building Company, Intercontinental Fund IV Waterplace LLC, Intercontinental Real Estate Investment Fund IV, LLC; Yard Works, Inc.					
Court	Rhode Island					
Docket/Index	PC 2015-2918					
Project	Waterplace Park					
Location	Providence, Rhode Island					
Services	Construction Management					
Date Initiated	7/8/2015					
Status	Settled July 2017					
This matter had	been filed by a condominium association and settled July 2017.					

CONTACT INFORMATION FOR ALL CASES:

Brad A. Gordon, Sr. VP-General Counsel

Gilbane Building Company | 7 Jackson Walkway | Providence, RI 02903

Tel: 401.456.5800 | Email: bgordon@gilbaneco.com

ADMINISTRATIVE PROCEEDINGS I NEW ENGLAND

Gilbane Building Company - Compliance/Regulatory Agencies Federal/State -- Five Year With Fines Or Penalties

Gilbane Building Company prides itself on being compliant with all federal, state and local laws, rules and regulations. From time to time however there are issues that can arise, and if and when we consider each and every one of these matters as very serious, and make certain to immediately and fairly address each concern. The following matters contain penalties or fines assessed by certain federal or state governmental agencies. This list is complete to the best of our knowledge at this time, and all matters below have been fully satisfied.

LOCATION & OWNER	CASE CAPTION	LIST ALL PARTIES	LOCATION OF PROCEEDING	DESCRIPTION OF DISPUTE	START/END DATES	STATUS AND OUTCOME			
Gilbane Building Company's safety program is one of the strongest programs in the industry. Both our safety policy and our written contracts with trade subcontractors require compliance with OSHA and all national, regional and local code standards. All safety and environmental related work practices are strictly enforced on our jobsites. Gilbane's commitment to safety and the environment is taken extremely seriously at all levels in our organization, and as such, each incident is a very serious matter to us. With respect to any and all referenced violations, Gilbane looks to lessons learned from these instances to further strengthen its commitment to our high safety and environmental standards.									
SAFETY/HEALTH – FEDERAL OSHA OR STATE "Serious" Violation									
None									
SAFETY/HEALTH – FEDERAL OSHA OR STATE "Other Than Serious" ViolationS									
Enfield High School CT	OSHA	CONN-OSHA, Gilbane	Connecticut	1926.43(b)	Issued: 4/13/15	Closed: 7/6/15 Penalty: \$0			
An exit sign at 3 rd floor landing of stair scaffold was missing; sign was immediately replaced.									

CONTACT INFORMATION

DDO IECT NAME

Rebecca Severson, Vice President-Corporate Director of Safety Gilbane Building Company | 7 Jackson Walkway | Providence, RI 02903 414.287.2637 | rseverson@gilbaneco.com





REQUIRED FORMS

- Offeror's DCAMM Certificate of Eligibility (Form CQ7)
- DCAMM Prime/General Contractor Update Statement (Form CQ3)
- Non-Collusion Affidavit
- Information Sheet
- Affidavit of Compliance
- Affidavit of Prevailing Wage Compliance
- Certification of Tax Compliance
- Surety Commitment Letter at 110% of the Stated Construction Cost

Attachment K.1 DCAMM CERTIFICATE OF ELIGIBILITY AND DCAMM PRIME/GENERAL CONTRACTOR UPDATE STATEMENT

Offeror must attach two (2) documents:

- o a copy of its current **DCAMM Certificate of Eligibility** (Form CQ7) meeting the requirements set forth above in this RFP; *and*
- o a completed and signed **DCAMM Update Statement** (Form CQ3)

Confidential and proprietary information.



The Commonwealth of Massachusetts

Executive Office for Administration and Finance Division of Capital Asset Management and Maintenance

> One Ashburton Place Boston, Massachusetts 02108

> > Tel: (857) 204-1305 Fax: (617) 727-8284

CHARLES D. BAKER

KARYN E. POLITO

Email: Certification.DCAMM@mass.gov

MICHAEL J. HEFFERNAN
SECRETARY
ADMINISTRATION & FINANCE
CAROL W. GLADSTONE
COMMISSIONER

LIEUTENANT GOVERNOR

Prime

Certificate of Contractor Eligibility CONTRACTOR IDENTIFICATION NUMBER: 0884

This Certificate Shall be Used for Submitting Prime Bids Only

1. CERTIFICATION PERIOD: This Certificate is valid from September 10, 2019 to September 9, 2020*

2. CONTRACTOR'S NAME: Gilbane Building Company

3. CONTRACTOR'S ADDRESS: 10 Channel Center Street, Suite 100

Boston, MA 02210

4. WORK CATEGORIES: This Contractor is certified to file bids under Massachusetts General Laws Chapter 149,

Chapter 149A and Chapter 25A in the following Categories of Work:

General Building Construction

5. EVALUATIONS: Number of Projects Evaluated: 22

Average Project Evaluation Rating: 94

Number of Projects Below Passing: 0

6. PROJECT LIMITS: Single Project Limit (SPL): \$500,000,000

Aggregate Work Limit (AWL): \$4,500,000,000

General Building Construction Limit: \$500,000,000

7. SUPPLIER DIVERSITY OFFICE CERTIFICATION: N/A

Brian K. McPherson, Director of Access & Opportunity, for

9/10/2019 **Approval Date**

Carol W. Gladstone, Commissioner

* NOTICE TO CONTRACTORS: If this contractor becomes uncertified for any reason this Certificate will immediately become void. Complete Applications for Renewal of Contractor Eligibility are due no later than three months PRIOR to the Expiration Date of the Certification Period shown above.

Reviewer's Initials: MR

van

SPECIAL NOTICE TO AWARDING AUTHORITY BIDDERS' UPDATE STATEMENTS ARE NOT PUBLIC RECORDS AND ARE NOT OPEN TO PUBLIC INSPECTION (M.G.L. C.149, §44D)

EFFECTIVE MARCH 30, 2010

Commonwealth of Massachusetts Division of Capital Asset Management

PRIME/GENERAL CONTRACTOR

UPDATE STATEMENT

TO ALL BIDDERS AND AWARDING AUTHORITIES

A COMPLETED AND SIGNED PRIME/GENERAL CONTRACTOR UPDATE STATEMENT MUST BE SUBMITTED WITH EVERY PRIME/GENERAL BID FOR A CONTRACT PURSUANT TO M.G.L. c.149, §44A AND M.G.L. c. 149A. ANY PRIME/GENERAL BID SUBMITTED WITHOUT AN APPROPRIATE UPDATE STATEMENT IS INVALID AND MUST BE REJECTED.

Caution: This form is to be used for submitting Prime/General Contract bids. It is <u>not</u> to be used for submitting Filed Sub-Bids or Trade Sub-Bids.

AWARDING AUTHORITIES

If the Awarding Authority determines that the bidder does not demonstrably possess the skill, ability, and integrity necessary to perform the work on the project, it must reject the bid.

BIDDER'S AFFIDAVIT

I swear under the pains and penalties of perjury that I am duly authorized by the bidder named below to sign and submit this Prime/General Contractor Update Statement on behalf of the bidder named below, that I have read this Prime/General Contractor Update Statement, and that all of the information provided by the bidder in this Prime/General Contractor Update Statement is true, accurate, and complete as of the bid date.

February 28, 2020 Bid Date	Gilbane Building Company Print Name of Prime/General Contractor
Michael Driscoll School	Boston, MA 02210 Business Address
Project Number (or name if no number)	
Town of Brookline	(617) 478-3382
Awarding Authority	Telephone Number
SIGNATURE⇒	Jillfelk G

J. Michael Kennedy, Vice President Bidder's Authorized Representative

INSTRUCTIONS

INSTRUCTIONS TO BIDDERS

- This form must be completed and submitted by all Prime/General contractors bidding on projects pursuant to M.G.L. c. 149, §44A and M.G.L. c. 149A.
- You must give complete and accurate answers to all questions and provide all of the information requested.
 MAKING A MATERIALLY FALSE STATEMENT IN THIS UPDATE STATEMENT IS GROUNDS FOR REJECTING YOUR BID AND FOR DEBARRING YOU FROM ALL PUBLIC CONTRACTING.
- This Update Statement must include all requested information that was not previously reported on the Application used for your firm's most recently issued (not extended or amended) Prime/General Contractor Certificate of Eligibility. The Update Statement must cover the entire period since the date of your Application, NOT since the date of your Certification.
- You must use this official form of Update Statement.
 Copies of this form may be obtained from the awarding authority and from the Asset Management Web Site: www.mass.gov/dcam.
- If additional space is needed, please copy the appropriate page of this Update Statement and attach it as an additional sheet.
- See the section entitled "Bidding Limits" in the Instructions to Awarding Authorities for important information concerning your bidding limits.

INSTRUCTIONS TO AWARDING AUTHORITIES

Determination of Bidder Qualifications

- It is the awarding authority's responsibility to determine
 who is the lowest eligible and responsible bidder. You
 must consider <u>all</u> of the information in the low bidder's
 Update Statement in making this determination.
 Remember: this information was not available to the
 Division of Capital Asset Management at the time of
 certification.
- The bidder's performance on the projected listed in Parts 1 and 2 must be part of your review. Contact the project references.
- AWARDING AUTHORITIES ARE STRONGLY ENCOURAGED TO REVIEW THE LOW BIDDER'S ENTIRE CERTIFICATION FILE AT THE DIVISION OF CAPITAL ASSET MANAGEMENT. Telephone (617) 727-9320 for an appointment.

Bidding Limits

<u>Single Project Limit</u>: The total amount of the bid, including all alternates, may not exceed the bidder's Single Project Limit.

Aggregate Work Limit: The annual value of the work to be performed on the contract for which the bid is submitted, when added to the annual cost to complete the bidder's other currently held contracts, may not exceed the bidder's Aggregate Work Limit. Use the following procedure to

Division of Capital Asset Management
Prime/General Contractor Update Statement Effective March 30, 2010

determine whether the low bidder is within its Aggregate Work Limit:

Step 1 Review Update Statement Question #2 to make sure that all requested information is provided and that the bidder has accurately calculated and totaled the annualized value of all incomplete work on its currently held contracts (column 9).

Step 2 Determine the annual dollar value of the work to be performed on your project. This is done as follows:

- (i) If the project is to be completed in less than 12 months, the annual dollar value of the work is equal to the full amount of the bid.
- (ii) If the project will take more than 12 months to complete, calculate the number of years given to complete the project by dividing the total number of months in the project schedule by 12 (calculate to 3 decimal places), then divide the amount of the bid by the calculated number of years to find the annual dollar value of the work.
- Step 3

 Add the annualized value of all of the bidder's incomplete contract work (the total of column 9 on page 5) to the annual dollar value of the work to be performed on your project. The total may not exceed the bidder's Aggregate Work Limit.

Correction of Errors and Omissions in Update Statements

<u>Matters of Form</u>: An awarding authority shall not reject a contractor's bid because there are mistakes or omissions of form in the Update Statement submitted with the bid, provided the contractor promptly corrects those mistakes or omissions upon request of the awarding authority. [810 CMR 8.05(1)].

Correction of Other Defects: An awarding authority may, in its discretion, give a contractor notice of defects, other than mistakes or omissions of form, in the contractor's Update Statement, and an opportunity to correct such defects, provided the correction of such defects is not prejudicial to fair competition. An awarding authority may reject a corrected Update Statement if it contains unfavorable information about the contractor that was omitted from the Update Statement filed with the contractor's bid. [810 CMR 8.05(2)].

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PART 1 - COMPLETED PROJECTS

LIST ALL PUBLIC AND PRIVATE BUILDING PROJECTS YOUR FIRM HAS COMPLETED SINCE THE DATE OF APPLICATION FOR YOUR MOST RECENTLY ISSUED (NOT EXTENDED OR AMENDED) DCAMM CERTIFICATE OF ELIGIBILITY. YOU MUST REPORT ALL REQUESTED INFORMATION NOT PREVIOUSLY REPORTED ON THAT DCAMM APPLICATION*.

With \$6 billion in annual revenues, for the sake of brevity we have limited the current projects listed to be greater than \$5 million and CM at-risk delivery method.

PROJECT TITLE & LOCATION	WORK CATEGORY	CONTRACT PRICE	START DATE	DATE COMPLETED
Chagrin Falls Exempted Village School District Intermediate School Renovation and Expansion, Chagrin Falls, OH	General Building	\$23,000,000	11/17	08/19
Columbus State Community College School of Hospitality Management and Culinary Arts, Columbus, OH	General Building	\$29,300,000	04/18	08/19
Antioch Community School District 34 Referendum Facility Master Plan, Antioch, IL	General Building	\$25,600,000	03/18	08/19
Taconic High School, Pittsfield, MA	General Building	\$98,000,000	06/16	09/19
Manatee County School Board North River High School, Parrish, FL	General Building	\$77,000,000	09/17	09/19
Danbury Hospital Operating Room Renovations, Danbury, CT	General Building	\$14,250,000	05/18	09/19
Arlington Public Schools, Wilson Secondary School, Arlington, VA	General Building	\$100,800,000	05/17	10/19
Church of the Redeemer Campus Expansion and Renovation Phase I, Sarasota, FL	General Building	\$5,400,000	07/18	10/19
Oceane Siesta Key, Sarasota, FL	General Building	\$10,710,000	06/18	11/19
Fairfield University School of Business, Fairfield, CT	General Building	\$34,000,000	03/18	11/19
Babson College Webster Center Renovations and Addition, Wellesley, MA	General Building	\$39,800,000	06/17	11/19
Reynoldsburg New Community Center & YMCA, Reynoldsburg, OH	General Building	\$28,000,000	06/18	12/19
North Providence Schools Program, Providence, RI	General Building	\$72,000,000	07/17	12/19
Fairfield Holland Hill Elementary School, Fairfield, CT	General Building	\$11,500,000	03/18	12/19
Sarasota County School Board Pine View School for the Gifted, Osprey, FL	General Building	\$16,000,000	03/15	12/19
Alnylam Pharmaceuticals Biopharmaceutical Manufacturing Facility, Norton, MA	General Building	\$200,000,000	05/16	12/19
The Universities at Shady Grove Biomedical Science and Engineering Education Building, College Park, MD	General Building	\$133,000,000	06/16	01/20

Attach additional sheets if necessary

^{*} If your firm has been terminated from a project prior to completion of the work or has failed or refused to complete its work under any contract, full details and an explanation must be provided. See Part 3 of this Update Statement.

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH COMPLETED PROJECT LISTED ON THE PREVIOUS PAGE.

PROJECT TITLE	COMPANY	NAME	CONTACT PERSON	TELEPHONE
Chagrin Falls Exempted	OWNER:	Chagrin Falls Exempted Village School	Christopher Woofter	(440) 247-5449
Village School District Intermediate School	DESIGNER:	Stantec Inc	Ryan McNutt	(216) 454-2164
Renovation and Expansion, Chagrin Falls, OH	GC:	N/A		
Columbus State	OWNER:	Columbus State Community College	Robb Coventry	(614) 287-2400
Community College School of Hospitality Management	DESIGNER:	Design Group Inc.	Lorne Eisen	(614) 255-0515
and Culinary Arts, Columbus, OH	GC:	N/A		
Antioch Community School District 34 Referendum	OWNER:	Antioch Community School District 34	Cheryl Wadsworth	(847) 838-8400
Facility Master Plan, Antioch, IL	DESIGNER:	Wight & Company	N/A	(630) 969-7000
	GC:	N/A		
Taconic High School, Pittsfield, MA	OWNER:	Skanska USA Building	John Benzinger	(617) 574-1400
,	DESIGNER:	Drummey, Rosane, Anderson	Vladimir Lyubetski	(617) 964-1700
	GC:	N/A		
Manatee County School Board North River High	OWNER:	School District of Manatee County	Jane Dreger	(941) 708-8800
School, Parrish, FL	DESIGNER:	SchenkelShultz Architecture	Ken Dean	(239) 481-0200
	GC:	N/A		
Danbury Hospital Operating Room Renovations,	OWNER:	Danbury Hospital	Morris Gross	(203) 739-7161
Danbury, CT	DESIGNER:	The S/L/A/M Collaborative, Inc.	Steve Ansel	(860) 657-8077
	GC:	N/A		
Arlington Public Schools, Wilson Secondary School,	OWNER:	Arlington Public Schools	John Chadwick	(703) 228-6609
Arlington, VA	DESIGNER:	Leo A. Daly BIG Architects	Sean Franklin	(347) 549-4141
	GC:	N/A		

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PROJECT TITLE	COMPANY	NAME	CONTACT PERSON	TELEPHONE
Church of the Redeemer Campus Expansion and	OWNER:	Church of the Redeemer	Andy Dorr	(941) 954-4010
Renovation Phase I, Sarasota, FL	DESIGNER:	Apex-Studio Suarez, LLC	Javier Suarez	(941) 366-8222
,	GC:	N/A		
Oceane Siesta Key, Sarasota, FL	OWNER:	Crossgate Partners, LLC	Randy Moore	(678) 672-6240
	DESIGNER:	DSDG, LLC	John Gustin	(941) 955-5645
	GC:	N/A		
Fairfield University School of Business, Fairfield, CT	OWNER:	Fairfield University	David Frassinelli	(203) 254-4000
,	DESIGNER:	The S/L/A/M Collaborative, Inc.	Robert Pulito	(860) 657-8077
	GC:	N/A		
Babson College Webster Center Renovations and	OWNER:	Babson College	Janet Fishstein	(7810 235-1200
Addition, Wellesley, MA	DESIGNER: GC:	Cambridge Seven Associates, Inc. Ti	mothy Mansfield	(617) 492-7000
Reynoldsburg New	OWNER:	City of Reynoldsburg	Bill Sampson	(614) 298-3000
Community Center & YMCA, Reynoldsburg, OH	DESIGNER:	C.T. Consultants, Inc.	Brian Sabla	(513) 792-8417
	GC:	N/A		
North Providence Schools Program, Providence, RI	OWNER:	North Providence School Depart.	John McNamee	(401) 233-1100
riogram, riovidence, m	DESIGNER:	The S/L/A/M Collaborative, Inc.	Glenn Gollenberg	(860) 657-8077
	GC:	N/A		
Fairfield Holland Hill Elementary School,	OWNER:	Fairfield Public Schools	Sal Morabito	(203) 255-8300
Fairfield, CT	DESIGNER:	Kenneth Boroson Architects, LLC	George Katinger	(203) 624-0662
	GC:	N/A		
Sarasota County School Board Pine View School for	OWNER:	School Board of Sarasota County	Mark D. Smith	(941) 361-6680
the Gifted, Osprey, FL	DESIGNER:	Seibert Architects, PA	Sam Holladay	(941) 366-9161
	GC:	N/A		

PROJECT TITLE	COMPANY	NAME	CONTACT PERSON	TELEPHONE
Alnylam Pharmaceuticals Biopharmaceutical	OWNER:	Alnylam Pharmaceuticals, Inc.	Serena Bodner	(617) 901-2425
Manufacturing Facility, Norton, MA	DESIGNER:	Jacobs Engineering Group Inc.	Chris Albeck	(610) 217-2131
	GC:	N/A		
The Universities at Shady Grove Biomedical Science	OWNER:	University of Maryland	Chip Merrill	(301) 405-8973
and Engineering Education Building, College Park, MD	DESIGNER:	Cooper Carry Architects	Rick Fredlund	(404) 237-2000
3. 0	GC:	N/A		

s your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above, either through a business or family relationship?
Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship?
f you have answered YES to either question, explain. N/A

PART 2 - CURRENTLY HELD CONTRACTS

LIST ALL PUBLIC AND PRIVATE BUILDING AND NON-BUILDING CONSTRUCTION PROJECTS YOUR FIRM HAS UNDER CONTRACT ON THIS DATE REGARDLESS OF WHEN OR WHETHER THE WORK COMMENCED.

With \$6 billion in annual revenues, for the sake of brevity we have limited the current projects listed to be greater than \$5 million and CM at-risk delivery method.

1	2	3	4	5	6	7	8	9
PROJECT TITLE & LOCATION	WORK CATEGORY	START AND END DATES	ON SCHEDULE (yes / no)	CONTRACT PRICE	% NOT COMPL ETE	\$ VALUE OF WORK NOT COMPLETE (col. 5 x col. 6)	NO. OF YEARS REMAINING (see note below)	ANNUALIZED VALUE OF INCOMPLETE WORK (col. 7 ÷ col. 8) (divided by)
Jupiter Medical Center Neonatal Intensive Care Unit Addition, Jupiter, FL	General Building	02/18-02/20	Yes	\$26,000,000	4%	\$1,083,333	1	\$1,083,333
University of South Carolina Classroom/Laboratory Redevelopment, Columbia, SC	General Building	10/17-03/20	Yes	\$40,500,000	7%	\$2,700,000	1	\$2,700,000
Florida Gulf Coast University Student Health and Fitness Center, Fort Myers, FL	General Building	09/18-03/20	Yes	\$16,311,000	6%	\$906,167	1	\$906,167
Paxton-Buckley-Loda School District Expansion, Paxton, IL	General Building	08/17-04/20	Yes	\$27,800,000	8%	\$2,224,000	1	\$2,224,000
Connecticut State Office Building Renovation and New Parking Garage, Hartford, CT	General Building	03/17-04/20	Yes	\$156,000,000	8%	\$12,315,789	1	\$12,315,789
District of Columbia Public Library Martin Luther King, Jr. Library Modernization, Washington DC	General Building	05/17-04/20	Yes	\$211,000,000	8%	\$17,583,333	1	\$17,583,333

1	2	3	4	5	6	7	8	9
PROJECT TITLE & LOCATION	WORK CATEGORY	START AND END DATES	ON SCHEDULE (yes / no)	CONTRACT PRICE	% NOT COMPL ETE	\$ VALUE OF WORK NOT COMPLETE (col. 5 x col. 6)	NO. OF YEARS REMAINING (see note below)	ANNUALIZED VALUE OF INCOMPLETE WORK (col. 7 ÷ col. 8) (divided by)
University of Maryland Human Performance and Academic Research Facility at Cole Field House, College Park, MD	General Building	01/16-05/20	Yes	\$155,000,000	6%	\$8,942,308	1	\$8,942,308
2 Legacy Union, Charlotte, NC	General Building	10/18-06/20	Yes	\$76,000,000	20%	\$15,200,000	1	\$15,200,000
The Ohio State University Postle Hall Replacement College of Dentistry	General Building	05/18-07/20	Yes	\$62,000,000	19%	\$11,923,077	1	\$11,923,077
Ohio University Clippinger Laboratories Phase 1 Addition, Athens, OH	General Building	08/18-08/20	Yes	\$29,000,000	25%	\$8,250,000	1	\$8,250,000
Houston Independent School District Lamar High School, Houston, TX	General Building	12/16-08/20	Yes	\$103,050,000	14%	\$14,052,273	1	\$14,052,273
Tomball ISD Junior High, Tomball, TX	General Building	09/18-08/20	Yes	\$50,000,000	26%	\$13,043,478	1	\$13,043,478
Tomball ISD-Elementary, Tomball, TX	General Building	07/19-08/20	Yes	\$23,000,000	46%	\$10,615,385	1	\$10,615,385
Rossford School Program District-Wide Capital Improvements, Rossford, OH	General Building	03/18-09/20	Yes	\$60,000,000	23%	\$14,000,000	1	\$14,000,000
Will County Courthouse, Joliet, IL	General Building	12/17-09/20	Yes	\$175,000,000	21%	\$37,121,212	1	\$37,121,212
DCAMM Multi-Campus Infrastructure Upgrades, Fall River, MA	General Building	06/19-09/20	Yes	\$83,000,000	50%	\$41,500,000	1	\$41,500,000
Minuteman Regional Vocational Technical High School Lexington, MA	General Building	10/17-10/20	Yes	\$120,100,000	22%	\$26,688,889	1	\$26,688,889

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1	2	3	4	5	6	7	8	9
PROJECT TITLE & LOCATION	WORK CATEGORY	START AND END DATES	ON SCHEDULE (yes / no)	CONTRACT PRICE	% NOT COMPL ETE	\$ VALUE OF WORK NOT COMPLETE (col. 5 x col. 6)	NO. OF YEARS REMAINING (see note below)	ANNUALIZED VALUE OF INCOMPLETE WORK (col. 7 ÷ col. 8) (divided by)
Community College of Baltimore Health Careers Technology Building Addition and Renovations, Baltimore, MD	General Building	01/17-12/20	Yes	\$48,000,000	61%	\$29,305,263	1	\$29,305,263
New Ogle County Judicial Center Annex, Oregon, IL	General Building	04/19-12/20	Yes	\$25,000,000	50%	\$12,500,000	1	\$12,500,000
NYCEDC/NYPL Charleston Branch Library, Staten Island, NY	General Building	08/19-01/21	Yes	\$12,000,000	67%	\$8,000,000	1	\$8,000,000
Polar Park, Worcester, MA	General Building	07/19-04/21	Yes	\$97,000,000	68%	\$66,136,364	1.167	\$56,688,312
New Elementary School at the Reed Site, Arlington, VA	General Building	09/19-04/21	Yes	\$42,600,000	74%	\$31,389,474	1.167	\$26,905,263
CitizenM NOMA, Washington DC	General Building	09/19-04/21	Yes	\$59,200,000	74%	\$43,621,053	1.167	\$37,389,474
Stone Ridge Student Life Center, Bethesda, MD	General Building	05/19-06/21	Yes	\$29,500,000	64%	\$18,880,000	1.333	\$14,163,541
Lincoln High School Renovations, Lincoln, RI	General Building	06/18-08/21	Yes	\$50,000,000	47%	\$24,631,579	1.500	\$16,421,053
Maltz Jupiter Theater Performing Arts Center Renovation and Expansion, Jupiter, FL	General Building	05/19-09/21	Yes	\$30,000,000	68%	\$20,357,143	1.583	\$12,859,850
Fremont City Schools HS/CT and Elementary Schools, Fremont, OH	General Building	04/19-09/21	Yes	\$98,000,000	67%	\$65,333,333	1.583	\$41,271,847
Westborough Fales Elementary School, Westborough, MA	General Building	02/20-09/21	Yes	\$45,000,000	100%	\$45,000,000	1.583	\$28,427,037

1	2	3	4	5	6	7	8	9
PROJECT TITLE & LOCATION	WORK CATEGORY	START AND END DATES	ON SCHEDULE (yes / no)	CONTRACT PRICE	% NOT COMPL ETE	\$ VALUE OF WORK NOT COMPLETE (col. 5 x col. 6)	NO. OF YEARS REMAINING (see note below)	ANNUALIZED VALUE OF INCOMPLETE WORK (col. 7 ÷ col. 8) (divided by)
General Assembly Building of Virginia, Richmond, VA	General Building	08/17-11/21	Yes	\$181,000,000	41%	\$74,529,412	1.750	\$42,588,235
West Haven High School, West Haven, CT	General Building	07/17-11/21	Yes	\$130,000,000	40%	\$52,500,000	1.750	\$30,000,000
Gulfshore Playhouse New Performing Arts Center, Naples, FL	General Building	11/18-11/21	Yes	\$40,000,000	58%	\$23,333,333	1.750	\$13,333,333
South Shore Hospital Dana Farber Consolidation and Renovation, Weymouth, MA	General Building	05/19-12/21	Yes	Confidential*	71%	Confidential*		Confidential*
Upper Arlington - New Elementary School, Upper Arlington, OH	General Building	03/19-12/21	Yes	\$53,000,000	67%	\$35,333,333	1.833	\$19,276,232
UMES - School of Pharmacy and Allied Health, Princess Anne, MD	General Building	11/19-12/21	Yes	\$72,000,000	88%	\$63,360,000	1.833	\$34,566,285
UMass Boston Substructure Demolition + Quadrangle Development, Boston, MA	General Building	10/19-12/21	Yes	\$90,000,000	85%	\$76,153,846	1.833	\$41,546,015
Bristol County Agriculture HS, Dighton, MA	General Building	08/19-12/21	Yes	\$84,000,000	79%	\$66,620,690	1.833	\$36,345,166
Hobbs Brook 225 Wyman Street, Waltham, MA	General Building	09/19-03/22	Yes	Confidential*	83%	Confidential*	2.083	Confidential*
DCAMM - Shattuck Hospital Relocation, Boston, MA	General Building	07/19-07/22	Yes	\$66,000,000	81%	\$53,166,667	2.417	\$21,996,966
East Providence High School, East Providence, RI	General Building	06/19-09/22	Yes	\$160,000,000	79%	\$127,179,487	2.583	\$49,237,122

1	2	3	4	5	6	7	8	9
PROJECT TITLE & LOCATION	WORK CATEGORY	START AND END DATES	ON SCHEDULE (yes / no)	CONTRACT PRICE	% NOT COMPL ETE	\$ VALUE OF WORK NOT COMPLETE (col. 5 x col. 6)	NO. OF YEARS REMAINING (see note below)	ANNUALIZED VALUE OF INCOMPLETE WORK (col. 7 ÷ col. 8) (divided by)
City Durham Water Management Facility & Compliance Service Building, Durham, NC	General Building	05/18-10/22	Yes	\$90,000,000	60%	\$54,339,623	2.667	\$20,377,358
NYCEDC: Orchard Beach Pavilion Reconstruction, Bronx, NY	General Building	10/19-12/22	Yes	\$35,000,000	90%	\$31,410,256	2.833	\$11,085,973
MVCTC - Career Center Expansion, Clayton, OH	General Building	05/19-11/23	Yes	\$131,500,000	83%	\$112,500,000	3.750	\$30,000,000

^{*} Due to client confidentiality requirements, we are unable to include the contract price of these projects.

ANNUALIZED VALUE OF ALL INCOMPLETE CONTRACT WORK (Total of Column 9)

\$907,931,197

Column 8 • If less than one year is left in the project schedule, write 1.

[•] If more than 12 months are left in the project schedule, divide the number of months left in the project schedule by 12 (calculate to three decimal places).

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH INCOMPLETE PROJECT LISTED ON THE PREVIOUS PAGE.

PROJECT TITLE	COMPANY	NAME	CONTACT PERSON	TELEPHONE
Jupiter Medical Center Neonatal Intensive Care	OWNER:	Jupiter Medical Center	Steve Seeley	(561) 263-3557
Unit Addition, Jupiter, FL	DESIGNER:	Stephen L. Boruff, AIA Arch. & Planner	rsMindy Meyer Corrado	(561) 471-8520
	GC:	N/A		
University of South Carolina	OWNER:	University of South Carolina	Alfred Lindsay	(803) 777-1140
Classroom/Laboratory Redevelopment,	DESIGNER:	Watson Tate Savory, Inc.	J. Sanders Tate	(803) 799-5181
Columbia, SC	GC:	N/A		
Florida Gulf Coast University Student Health	OWNER:	Florida Gulf Coast University	Tom Mayo	(239) 770-5276
and Fitness Center, Fort Myers, FL	DESIGNER:	Hastings + Chivetto	Drazen Ahmedio	(314) 863-5717
,	GC:	N/A		
Paxton-Buckley-Loda	OWNER:	Paxton-Buckley-Loda Community		
School District Expansion, Paxton, IL	Unit School D	vistrict 10	Clifford McClure	(217)-379-3314
	DESIGNER:	Reifsteck Reid & Company Architects	Charles Reifsteck	(217)-351-4100
	GC:	N/A		
Connecticut State Office Building Renovation and	OWNER:	State of Connecticut	Michael Milne	(860) 713-5930
New Parking Garage, Hartford, CT	DESIGNER:	Amenta/Emma Architects	Anthony Amenta	(860) 549-4725
,	GC:	N/A		
District of Columbia Public Library Martin Luther King,	OWNER:	District of Columbia Public Library	Jonathan Butler	(202) 727-1101
Jr. Library Modernization, Washington DC	DESIGNER:	Martinez +Johnson Architecture	Steven Johnson	(202) 333-4480
3	GC:	N/A		
University of Maryland Human Performance and	OWNER:	University of Maryland	Larry Marcu	(301) 405-3465
Academic Research Facility at Cole Field	DESIGNER:	Cannon Design	Scott Whitehead	(410) 234-1155
House, College Park, MD	GC:	N/A		

PROJECT TITLE	COMPANY	NAME	CONTACT PERSON	TELEPHONE
2 Legacy Union, Charlotte,	OWNER:	Lincoln Harris	Brett Phillips	(704) 714-7624
NC	DESIGNER:	LS3P Associates Ltd.	Jim Williams	(704) 333-6686
			om vimans	(104) 000 0000
	GC:	N/A		
The Ohio State University Postle Hall Replacement	OWNER:	The Ohio State University	Nikolina Sevis	(614) 292-6446
College of Dentistry	DESIGNER:	Design Group, Inc., Arch. and Planner	s John Schilling	(614) 255-0515
	GC:	N/A		
Ohio University Clippinger Laboratories Phase 1	OWNER:	Ohio University	Robin Faires	(754) 321-2617
Addition, Athens, OH	DESIGNER:	BHDP Architecture	Kevin Denman	(614) 486-1960
	GC:	N/A		
Houston Independent School District Lamar High	OWNER:	Houston Independent School District	Marvin Stone	(713) 556-9265
School, Houston, TX	DESIGNER:	Perkins + Will	Daniel Day	(713) 528-3334
	GC:	N/A		
	OWNER:	Tomball Independent School District	Jim Ross	(218) 357-3100
Tomball ISD Junior High, Tomball, TX	DESIGNER:	Lockwood, Andrews & Newman	Robert Willbanks	(713) 266-6900
	GC:	N/A		
	OWNER:	Tomball Independent School District	Jim Ross	(218) 357-3100
Tomball ISD-Elementary, Tomball, TX	DESIGNER:	Lockwood, Andrews & Newman	Robert Willbanks	(713) 266-6900
	GC:	N/A		
Rossford School Program	OWNER:	Rossford Exempted Village Schools	Leo Bobadilla	(740) 593-9424
District-Wide Capital Improvements, Rossford, OH	DESIGNER:	The Collaborative Inc.	Dave Serra	(419) 242-7405
	GC:	N/A		
Will County Courthouse,	OWNER:	Will County	Jim Moustis	(815) 469-4907
Joliet, IL	DESIGNER:	Wight & Company	Jason Dwyer	(630) 969-7000
	GC:			

PROJECT TITLE	COMPANY	NAME	CONTACT PERSON	TELEPHONE
DCAMM Multi-Campus	OWNER:	Division of Capit. Asset Mgnt & Main.	Paul Ford	(617) 727-4050
Infrastructure Upgrades, Fall River, MA	DESIGNER:	R.W. Sullivan Engineering	John Tan	(617) 523-8227
	GC:			
Minuteman Regional Vocational Technical High School, Lexington, MA	OWNER:	Minuteman Regional Vocational Technical School District	Ford Spalding	(508) 735-3635 (Cell)
e conservation of the cons	DESIGNER:	Kaestle Boos Associates	Larry Trim	(508) 549-9906
	GC:	N/A		
Community College of Baltimore Health Careers	OWNER:	Community Coll. of Baltimore County	Gerard Kramer	(443) 840-2548
Technology Building Addition and Renovations,	DESIGNER:	GWWO, Inc./Architects	Eric Feiss	(410) 332-1009
Baltimore, MD	GC:	N/A		
New Ogle County Judicial Center Annex, Oregon, IL	OWNER:	Ogle County, Illinois	Kim Gouker	(815) 234-3235
Contor Attricx, Cregori, 12	DESIGNER:	HOK Group, Inc.	Jeff Goodale	(312) 254-5304
	GC:	N/A		
NYCEDC/NYPL Charleston Branch Library,	OWNER:	NYC Economic Development Corp.	Zackery Aders	(212) 312-3565
Staten Island, NY	DESIGNER:	iKon.5 Architects	Michael Zareva	(609) 979-0099
	GC:	N/A		
Polar Park, Worcester, MA	OWNER:	Worcester Redevelopment Authority	Greg Ormsby	(508) 799-1400
	DESIGNER:	D'Agostino, Izzo & Quirk Architects	Thomas Quirk	(617) 623-3000
	GC:	N/A		
New Elementary School at the Reed Site, Arlington,	OWNER:	Arlington Public Schools	Jeffrey Chambers	(703) 228-6609
VA	DESIGNER:	VMDO, Architects, P.C.	Wyck Knox	(434) 296-5684
	GC:	N/A		
Stone Ridge Student Life	OWNER:	Stone Ridge Sch. of the Sacred Heart	Eric Osberg	(301) 657-4322
Center, Bethesda, MD	DESIGNER:	Hord Coplan Macht, Inc.	Paul Lund	(517) 388-7761
	GC:	N/A		

PROJECT TITLE	COMPANY	NAME	CONTACT PERSON	TELEPHONE
Lincoln High School	OWNER:	Town of Lincoln	Joe Almond	(401) 333-8419
Renovations, Lincoln, RI	DESIGNER:	Symmes, Maini & McKee Associates	Joel Seeley	(617) 547-5400
	GC:	N/A		
Maltz Jupiter Theater Performing Arts Center	OWNER:	Maltz Jupiter Theater, Inc.	Andrew Kato	(561) 575-2223
Renovation and Expansion, Jupiter, FL	DESIGNER:	Currie Sowards Aguila Architects, Inc.	Jose Jaramillo	(561) 276-4951
	GC:	N/A		
Fremont City Schools HS/CT and Elementary	OWNER:	Fremont City Schools	Tom Anway	(419) 447-2515
Schools, Fremont, OH	DESIGNER:	ThenDesign Architecture	Scott Alleman	(440) 946-9241
	GC:	N/A		
Westborough Fales Elementary School,	OWNER:	Westborough Public Schools	Stephen Doret	(508) 836-7700
Westborough, MA	DESIGNER:	HMFH Architects	Julia Nugent	(617) 492-2200
	GC:	N/A		
General Assembly Building of Virginia,	OWNER:	Virginia Depart. of General Services	Chinh Vu	(804) 786-3311
Richmond, VA	DESIGNER:	Robert A.M. Stern Architects LLP	Connie Osborn	(212) 967-5100
	GC:			
West Haven High School, West Haven, CT	OWNER:	Capital Region Educ. Council Found.	Lenell Kittlitz	(860) 247-2732
·	DESIGNER:	Antinozzi Associates, P.C	Mike LoSasso	(203) 377-1300
	GC:			
Gulfshore Playhouse New Performing Arts Center,	OWNER:	Gulfshore Playhouse	Kristen Coury	(239) 261-7529
Naples, FĽ	DESIGNER:	H3 Partners	John Fontillas	(212) 677-6030
	GC:			
South Shore Hospital Dana Farber Consolidation	OWNER:	South Shore Hospital	Walter Byrne	(781) 635-2970
and Renovation, Weymouth, MA	DESIGNER:	SmithGroup Inc.	Stacey Yeragotelis	(617) 502-3400
	GC:			

PROJECT TITLE	COMPANY	NAME	CONTACT PERSON	TELEPHONE
Upper Arlington - New Elementary School, Upper	OWNER:	Upper Arlington City School District	Chris Potts	(614) 487-5000
Arlington, OH	DESIGNER:	Moody-Nolan, Inc.	Keith DeVoe	(614) 461-4664
	GC:			
UMES - School of Pharmacy and Allied	OWNER:	University of Maryland	We Lin Chang	(301) 405-3442
Health, Princess Anne, MD	DESIGNER:	Ayers Saint Gross	Mike Barber	(410) 347-8500
	GC:			
UMass Boston	OWNER:	Univ. of MA Building Authority	Joseph Naughton	(617) 287-3200
Substructure Demolition + Quadrangle Development,	DESIGNER:	AECOM	Mark Phelan	(617) 723-1700
Boston, MA	GC:			
	OWNER:	Bristol County Agricultural School Dist.	Adele Sands	(508) 669-6744
Bristol County Agriculture HS, Dighton, MA	DESIGNER:	HMFH Architects	Laura Wernick	(617) 492-2200
	GC:			
	OWNER:	Hobbs Brook Management.	Bradley Cardoso	(781) 890-2128
Hobbs Brook 225 Wyman Street, Waltham, MA	DESIGNER:	Gensler	Jeff Pivorunas	(617) 619-5897
	GC:			
DCAMM - Shattuck	OWNER:	Div. of Cap. Asset Mgmt & Main.	Jeffrey Novak	(617) 727-4050
Hospital Relocation, Boston, MA	DESIGNER:	The S/L/A/M Collaborative	Matthew Cotton	(617) 717-6734
Bedteri, ivii t	GC:	N/A		
	OWNER:	East Providence School District	Kathryn Crowley	(401) 560-4381
East Providence High School, East Providence, RI	DESIGNER:	Ai3 Architects	James Jordan	(508) 358-0790
T NI	GC:			
City Durham Water Management Facility &	OWNER:	City of Durham	Robert Gasper	(919) 383-2224
Compliance Service Building, Durham, NC	DESIGNER:	Heery International Inc.	Sara Gilbert	(404) 881-9880
Danding, Danialii, 110	GC:			

PROJECT TITLE	COMPANY	NAME	CONTACT PERSON	TELEPHONE
NYCEDC: Orchard Beach Pavilion Reconstruction,	OWNER:	New York City Economic Develop. Co	rpOdit Oliner	(212) 619-5000
Bronx, NY	DESIGNER:	Marvel Architects PLLC	Martha Bush	(646) 442-8781
	GC:			
MVCTC - Career Center Expansion, Clayton, OH	OWNER:	Miami Valley Career Technology Ctr.	Dr. Nick Weldy	(937) 854-6272
	DESIGNER:	Garmann/Miller & Associates, Inc	Bruce Miller	(419) 628-4240
	GC:			

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above either through a business or family relationship? YES NO
Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship?
If you have answered YES to either question, explain

PART 3 - PROJECT PERFORMANCE

For Parts 3 and 4, if you answer YES to any question, please provide on a separate page a complete explanation. Information you provide herein must supplement the Application for your most recently issued (not extended or amended) DCAM Certificate of Eligibility. You must report all requested information not previously reported on that DCAM Application for Prime/General Certificate of Eligibility. Include all details [project name(s) and location(s), names of all parties involved, relevant dates, etc.].

		YES	NO
1.	Has your firm been terminated on any contract prior to completing a project or has any officer, partner or principal of your firm been an officer, partner or principal of another firm that was terminated or failed to complete a project?		
2.	Has your firm failed or refused either to perform or complete any of its work under any contract prior to substantial completion?		
3.	Has your firm failed or refused to complete any punch list work under any contract?		
4.	Has your firm filed for bankruptcy, or has any officer, principal or individual with a financial interest in your current firm been an officer, principal or individual with a financial interest in another firm that filed for bankruptcy?		
5.	Has your surety taken over or been asked to complete any of your work under any contract?		
6.	Has a payment or performance bond been invoked against your current firm, or has any officer, principal or individual with a financial interest in your current firm been an officer, principal or individual with a financial interest in another firm that had a payment or performance bond invoked?		
7.	Has your surety made payment to a materials supplier or other party under your payment bond on any contract?		\boxtimes
8.	Has any subcontractor filed a demand for direct payment with an awarding authority for a public project on any of your contracts?		
9.	Have any of your subcontractors or suppliers filed litigation to enforce a mechanic's lien against property in connection with work performed or materials supplied under any of your contracts?		
10	. Have there been any deaths of an employee or others occurring in connection with any of your projects?		\boxtimes
11	. Has any employee or other person suffered an injury in connection with any of your projects resulting in their inability to return to work for a period in excess of one year?		

Explanation Summary for Part - 3 Project Performance Answered with a YES

Ouestion #6:

Please Note:

While there have been instances where Gilbane's payment/performance bond has been invoked, these are limited to instances to preserve statutory rights, and no payments have ever been made by Gilbane's surety.

Question #9

Please Note:

As a construction manager for various projects, Gilbane Building Company from time to time is brought into actions by suppliers or subcontractors to its trade contractors to enforce liens for payment on projects. In such cases, Gilbane has tendered the claims to its trade contractors for indemnification against any liability for the underlying amounts due.

Question #11

Please Note:

As would be expected for a construction firm with revenues of approximately \$5.8 billion in 2018, Gilbane Building Company has experienced and will continue to experience various insurance claims within the insurance policies we place.

Gilbane's Risk Management and Legal Departments work closely with our carriers and safety and field staff to properly manage any and all insurance claim activity. Over the years, Gilbane has had exemplary loss results that allow us to engage in a very successful relationship with all our insurance carriers. Gilbane's Risk Management Department will be happy to review our insurance loss information at your convenience.

For further information:

Don Naber, Sr. Vice President – Director of Risk Management Gilbane Building Company 7 Jackson Walkway Providence, RI 02903 401.456.5800 dnaber@gilbaneco.com

Brad Gordon, Sr. Vice President –General Counsel Gilbane Building Company 7 Jackson Walkway Providence, RI 02903 401.456.5800 bgordon@gilbaneco.com

PART 4 - Legal or Administrative Proceedings; Compliance with Laws

Please answer the following questions. Information must supplement all judicial and administrative proceedings involving bidder's firm, which were instituted or concluded (adversely or otherwise) since your firm's Application for your most recently issued (not extended or amended) Certificate of Eligibility. You must report all requested information not previously reported on that DCAM Application for Prime/General Certificate of Eligibility.

The term "administrative proceeding" as used in this Prime/General Contractor Update Statement includes (i) any action taken or proceeding brought by a governmental agency, department or officer to enforce any law, regulation, code, legal, or contractual requirement, except for those brought in state or federal courts, or (ii) any action taken by a governmental agency, department or officer imposing penalties, fines or other sanctions for failure to comply with any such legal or contractual requirement.

The term "anyone with a financial interest in your firm" as used in this Section "I", shall mean any person and/or entity with a 5% or greater ownership interest in the applicant's firm.

If you answer YES to any question, on a separate page provide a complete explanation of each proceeding or action and any judgment, decision, fine or other sanction or result. Include all details (name of court or administrative agency, title of case or proceeding, case number, date action was commenced, date judgment or decision was entered, fines or penalties imposed, etc.).

		ILO	INO
1.	Have any civil, judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to the procurement or performance of any construction contract, including but not limited to actions to obtain payment brought by subcontractors, suppliers or others?		
2.	Have any criminal proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to the procurement or performance of any construction contract including, but not limited to, any of the following offenses: fraud, graft, embezzlement, forgery, bribery, falsification or destruction of records, or receipt of stolen property?		
3.	Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of any state's or federal procurement laws arising out of the submission of bids or proposals?		
4.	Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of M.G.L. Chapter 268A, the State Ethics Law?		

NO

PART 4 - Legal or Administrative Proceedings; Compliance with Laws (continued)

		YES	NO
5.	Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of any state or federal law regulating hours of labor, unemployment compensation, minimum wages, prevailing wages, overtime pay, equal pay, child labor or worker's compensation?		
6.	Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of any state or federal law prohibiting discrimination in employment?		
7.	Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a claim of repeated or aggravated violation of any state or federal law regulating labor relations?		
8.	Have any proceedings by a municipal, state, or federal agency been brought, concluded, or settled relating to decertification, debarment, or suspension of your firm or any principal or officer or anyone with a financial interest in your firm from public contracting?		
9.	Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of state or federal law regulating the environment?		
10	D. Has your firm been fined by OSHA or any other state or federal agency for violations of any laws or regulations related to occupational health or safety? Note: this information may be obtained from OSHA's Web Site at www.osha.gov		
11	. Has your firm been sanctioned for failure to achieve DBE/MBE/WBE goals, workforce goals, or failure to file certified payrolls on any public projects?		
12	2. Other than previously reported in the above paragraphs of this Section I, have any administrative proceedings or investigations involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled by any local, state or federal agency relating to the procurement or performance of any construction contract?		
13	B. Are there any other issues that you are aware which may affect your firm's responsibility and integrity as a building contractor?		

Explanation Summary for Part – 4 Legal or Administrative Proceedings; Compliance with Laws Questions Answered with a YES

Question #1 - Explanation

PROJECT NAME, LOCATION &	CASE CAPTION	LIST ALL PARTIES	COURT	DESCRIPTIO N OF	START/ END DATES	STATUS AND OUTCOME
OWNER		I A TION		ACTION		
LEGAL PROC	CEEDINGS – LIT	IGATION				
One Wall	Mason Tenders	Mason Tenders	U.S. District	Claim filed by	S:	Settled
Street, NYC,	District Council	District Council of	Court	Mason	E: 8/2019	
NY	of Greater New	Greater New York	Southern	Tenders		
and	York v Gilbane	Gilbane Building	District of	seeking		
118 Fulton	Building	Company	New York	alleged		
Street, NYC,	Company and	Gotham		damages from		
NY	Gotham	Construction		the		
	Construction	Company, LLC		Defendants		
	Company, LLC			under the		
				Collective		
				Bargaining		
				Agreement		

PART 5 - SUPERVISORY PERSONNEL

List all supervisory personnel, such as project managers and superintendents, who will be assigned to the project if your firm is awarded the contract. **Attach the resume of each person listed below**.

Please see our resumes for the following people in the Section 3 of the qualification or proposal.

NAME	TITLE OR FUNCTION
Michael O'Brien	Vice President/Principal in Charge
Walter Kincaid, LEED AP	Project Executive
Kevin Cooke	Preconstruction Manager
Lynda Callahan	Lead Project Manager
Robert Braga	Senior General Superintendent
Derek Ullman	Assistant Project Manager
Alec Picard	Assistant Superintendent
Colleen Shouldice	Project Engineer
Clarence Mevs	Project Engineer
Andrew Leitch	Safety Manager
Joseph McCoy, LEED AP	Chief Estimator
Paul Olean, LEED AP	Mechanical Estimator
Stephen Pagliuca	Plumbing Estimator
Rob Johnson, LEED AP	Electrical Estimator
Paul Ruggieri	Procurement Manager
John Myers	Virtual Design and Construction Manager
Kathryn Strumolo, LEED AP	Advanced Planning & Scheduling
Mark Winslow, LEED AP	Environmental Solutions

PART 6 - CHANGES IN BUSINESS ORGANIZATION OR FINANCIAL CONDITION

Have there been any changes in your firm's business organization, finan-	cial conditi	ion or bondir	ηg
capacity since the date your current Certificate of Eligibility was issued?	☐ Yes	⊠ No	
If YES, attach a separate page providing complete details.			

PART 7 – LIST OF COMPLETED CONSTRUCTION PROJECTS SUBMITTED TO THE DIVISION OF CAPITAL ASSET MANAGEMENT.

Attach here a copy of the list of completed construction projects which was submitted with your firm's DCAM Application for your most recently issued (not extended or amended) DCAM Certificate of Eligibility. The Attachment must include a complete copy of the entire Section G – "Completed Projects" and the final page – "Certification" (Section J) containing the signature and date that the Completed Projects list (Section G) was submitted to the Division of Capital Asset Management.

GILBANE BUILDING COMPANY DCAMM CERTIFICATION COMPLETED PROJECT LIST

Gilbane Building Company & DCAMM ID# → 0884

ALL VERTICAL CONSTRUCTION PROJECTS COMPLETED OR IN PROGRESS

GENERAL BUILDING CONSTRUCTION ONLY

••••																		G	ENEKAL DU	ILDING (UNSTRUC	HON ONL	1
	PROJECT TITLE	Category of Work #1 (click on arrow in cell)	Cost Breakdown - Category #1	Category of Work #2 (click on arrow in cell)	Cost Breakdown - Category #2	Category of Work #3 (click on arrow in cell)	Cost Breakdown - Category #3	Total Contract Amount	Contract Start Date	Anticipated/ Actual Completion Date	Percentage (%) Complete	PUBLIC AWARDING AUTHORITY or PRIVATE OWNER	Contact Person	Contact Email Address	EVALUATOR COMPANY	Evaluator Name	Evaluator Email Address	Sub-trade 1 Category	Sub-trade 1 Contract \$	Sub-trade 2 Category	Sub-trade 2 Contract \$	Sub-Trade 3 Category	Sub-trade 3 Contract \$
Sample Project →	Boston City Hall Renovation	General Building Construction	1200000	Roofing	400000	Masonry	200000	4000000	1/15/2008	5/15/2012	60%	City of Boston	John Smith	user@domain.com	ABC Construction Management Inc.	Jane Smith	user@domain.com	Plumbing	400000	Electrical	300000	HVAC	250000
Largest Project Completed	Corning Research & Development Laboratory Renovations	General Building Construction	320220000	General Building Construction	320220000	General Building	320220000	220220000	7/1/2008	12/1/2015	100.00%	Corning Research &	Gregory Overstrom	overstroGA@corning.	Corning Research &	Crosses Overstrem	overstroGA@cornin	Demolition	6016000	Structural Steel	5877000	Machanical Systems	5189000
Largest Project Completed	Department of Commerce Renovations Phases 1-4	General Building Construction	242578000	General Building Construction	242578000	Construction General Building Construction	242578000	320220000 242578000	1/7/2008	12/1/2015 4/30/2019	100.00%	Development Corp. General Services Administration	Bassam Hammoudeh, P.E.	Bassam.hammoudeh	Development Corp. General Services Administration	Bassam Hammoudeh, P.E.	g.com Bassam.hammoud	Mechanical Systems	15147000	Demolition	6866000	Mechanical Systems Drywall	5074000
1	Rock Island County Justice Center Addition Rock Island	General Building Construction	28000000	General Building Construction	28000000	General Building Construction	28000000	2800000	2/28/2017	5/3/2019	100.00%	Rock Island County	Walter Braud	@gsa.gov wbraud@co.rock- island.il.us	Rock Island County	Walter Braud	eh@gsa.gov wbraud@co.rock- island.il.us	Other	5157000	Electrical	2793000	HVAC	1644000
2	MIHS Maryvale Behavioral Health	General Building Construction	47085000	General Building Construction	47085000	General Building Construction	47085000	47085000	9/1/2018	4/30/2019	100.00%	Maricopa Integrated Health System	Kris Gaw	kris.gaw@mihs.org	Maricopa Integrated Health System	Kris Gaw	kris.gaw@mihs.org	Mechanical	15889000	Electrical	6920000	Framing	5432000
3	Hillsborough Community College New Allied Health Building	General Building Construction	20126000	General Building Construction	20126000	General Building Construction	20126000	20126000	7/1/2017	3/29/2019	100.00%	Hillsborough Community College Foundation, Inc.	Richard Marshall	rmarshall10@hccfl.ed	•	Richard Marshall	rmarshall10@hccfl.	HVAC	3049000	Electrical	1998000	Other	1493000
4	Norton Museum of Art The New Norton West Palm Beach	General Building Construction	73000000	General Building Construction	73000000	General Building Construction	7300000	73000000	2/1/2016	3/1/2019	100.00%	Norton Museum of Art Inc.	Hope Alswang	alswangh@norton.or	Norton Museum of Art Inc.	Hope Alswang	alswangh@norton.	Exterior Siding	9532000	Electrical	4984000	Structural Steel	4021000
5	Adlai E. Stevenson High School District 125 East Building Addition Technology Center for	General Building Construction	3000000	General Building Construction	3000000	General Building Construction	3000000	3000000	9/1/2017	2/28/2019	100.00%	Adlai E. Stevenson High School	Sean Carney	scarney@d125.org	Adlai E. Stevenson High School	Sean Carney	scarney@d125.org	Electrical	2455000	Other	2180000	HVAC	1538000
6	Engineering Innovation and Sciences Ohio School Facilities	General Building Construction	41500000	General Building Construction	41500000	General Building Construction	41500000	41500000	5/1/2019	1/1/2019	100.00%	Wentworth Institute of Technology, Inc.	David Wahlstrom	wahlstromd@wit.edu	Wentworth Institute of Technology, Inc.	David Wahlstrom	wahlstromd@wit.ed u	HVAC	9642000	Other	5346000	Electrical	3584000
7	Commission Urbana City Schools Delray Medical Office Building, Proton Therapy Cancer	General Building Construction General Building	67252000	General Building Construction General Building	67252000	General Building Construction	67252000	67252000	7/1/2016	12/1/2018	100.00%	Urbana City School District Proton International -	Charles Thiel	charles.thiel@urbana cityschools.org	Urbana City School District	Charles Thiel	charles.thiel@urba nacityschools.org	Masonry	12700000	Mechanical Systems	6711000	Electrical	3300000
8	Treatment Center	Construction General Building	26000000	Construction General Building	26000000	Construction General Building	26000000	26000000	6/1/2017	11/1/2018	100.00%	Delray, LLC McClaren, Wilson &	Peter Carbone	pcarbone@protonintl. com droberts@mwlarchite	Proton International - Delray, LLC McClaren, Wilson & Lawrie,	Peter Carbone	tl.com droberts@mwlarchi	Other	4704000	Electrical	4595000	Mechanical Systems	3504000
9	Oswego Police Station Howard University Plaza Towers Renovations	Construction General Building	25000000	Construction General Building	25000000	Construction General Building	25000000	25000000	4/19/2017	10/1/2018	100.00%	Lawrie, Inc. Corvias Campus Living -	Dean Roberts	cts.com chris.wilson@corvias.	Inc. Corvias Campus Living -	Dean Roberts	tects.com chris.wilson@corvi	HVAC	3921000	Electrical	2758000	Other	2241000
10	Washington Science, Technology, Engineering & Math Building	Construction General Building Construction	71300000 61200000	General Building	71300000 61200000	Construction General Building	71300000	71300000 61200000	1/16/2017	8/30/2018 6/30/2018	100.00%	USG, LLC Howard Community	Chris Wilson Charles	com cnightingale@howard	USG, LLC	Charles Nightingsle	as.com cnightingale@howa	Mechanical Systems Mechanical Systems	20645000	Electrical Electrical	8656000 6478000	Drywall	6751000 5333000
12	(STEM) Columbia The Ohio State University Pomerene and Oxley Halls Renovation	General Building Construction	4300000	Construction General Building Construction	4300000	Construction General Building Construction	4300000	4300000	9/1/2016	6/12/2018	100.00%	College The Ohio State University	Nightingale Ruth Miller	cc.edu miller.2495@osu.edu	Howard Community College The Ohio State University	Charles Nightingale Ruth Miller	rdcc.edu miller.2495@osu.e	Mechanical Systems	7770000	Electrical	5218000	Drywall Site Work	3896000
13	Rhode Island Veterans Administration Veterans Home	General Building Construction	110000000	General Building Construction	110000000	General Building Construction	110000000	110000000	5/1/2015	5/1/2018	100.00%	Rhode Island Department of Administration	Carole Cornelison	carole.cornelison@do a.ri.gov			carole.cornelison@ doa.ri.gov	HVAC	17900000	Rough Carpentry	14600000	Drywall	10100000
14	Dearborn STEM 6-12 Early College Academy	General Building Construction	61750000	General Building Construction	61750000	General Building Construction	61750000	61750000	8/1/2015	5/1/2018	100.00%	City of Boston	Patrick Brophy	patrick.brophy@bosto n.gov	City of Boston	Patrick Brophy	patrick.brophy@bo ston.gov	HVAC	6822000	Drywall	5892000	Electrical	4540000
15	Navy Federal Credit Union Headquarters Expansion	General Building Construction	89332000	General Building Construction	89332000	General Building Construction	89332000	89332000	9/10/2015	2/1/2018	100.00%	Navy Federal Credit Union	George Eichert	george.eichert@navyf ederal.org	Navy Federal Credit Union	George Eichert	george.eichert@na vyfederal.org	HVAC	89532000	Other	7656000	Other	7071000
16	DeKalb County Jail Sycamore		34800000	General Building Construction	34800000	General Building Construction	34800000	34800000	4/1/2016	1/1/2018	100.00%	County of DeKalb	Joyce Klein	jklein@dekalbcounty. org	County of DeKalb	Joyce Klein	jklein@dekalbcount y.org	Electrical	3948000	Electrical	3905000	HVAC	3087000
17	Sarah Gibbons Middle School Virginia Commonwealth University Institute for	General Building Construction General Building	21000000	General Building Construction General Building	21000000	General Building Construction General Building	21000000	21000000	4/1/2016	12/30/2017	100.00%	CBRE Heery, Inc. Virginia Commonwealth	Peter Collins	peter.collins@cbre.co m	CBRE Heery, Inc. Virginia Commonwealth	Peter Collins	peter.collins@cbre. com	HVAC	2724000	Electrical	2406000	Roofing	2211000
18	Contemporary Art North Haven Middle School Renovate as New and New	Construction General Building	30655000	Construction General Building	30655000	Construction General Building	30655000	30655000	8/1/2014	12/1/2017	100.00%	University	Richard Sliwoski	rfsliwoski@vcu.edu Johns.Gary@town.no	University	Richard Sliwoski	rfsliwoski@vcu.edu Johns.Gary@town.	Other	5119000	Mechanical Systems	4638000	Other	4220000
19	Academic Addition Township High School District 113 Highland Park HS and	Construction General Building	53830000	Construction General Building	53830000	Construction General Building	53830000	53830000	6/1/2015	12/1/2017	100.00%	Town of North Haven Township High School	Gary Johns	rth-haven.ct.us bolekbarry@gmail.co	Town of North Haven Township High School	Gary Johns	north-haven.ct.us bolekbarry@gmail.	HVAC	9315000	Site Work	9220000	Demolition	4161000
20	Deerfield HS New Hampshire State Correctional Facility for Women (NHCFW)	Construction General Building Construction	109000000	Construction General Building Construction	109000000 41855000	Construction General Building Construction	109000000	109000000	6/1/2014 3/24/2016	9/1/2017	100.00%	District 113 New Hampshire Department of Administrative Services	Barry Bolek Timothy Smith	tsmith@dot.state.nh.	District 113 New Hampshire Department of Administrative Services	Barry Bolek Timothy Smith	tsmith@dot.state.n	Other	5172000 6466000	Other Electrical	3652000 5037000	HVAC Site Work	3307000 4907000
22	Baltimore City Public Schools Fort Worthington Elementary School	General Building Construction	33081000	General Building Construction	33081000	General Building Construction	33081000	33081000	1/1/2016	10/31/2017	100.00%	Maryland Stadium Authority			Maryland Stadium Authority		bmiller@mdstad.co	Mechanical Systems	5329000	Electrical	4587000	Structural Steel	2924000

IMPORTANT NOTICE: This section contains confidential information proprietary to Gilbane Building Company, including but not limited to trade secrets and/or copyrighted material. Any unauthorized disclosure, duplication, or use – in whole or in part – of such confidential information for any purpose is strictly prohibited. All rights reserved by Gilbane Building Company.

J. **Certification (notarization required)**

The undersigned, *Michael O'Brien* hereby certifies: (Type name)

That I am a vice president/Massachusetts Business Unit Leader of Gilbane Building Co., (Company name)

and that all answers and all statements contained in the attached application (including Sections F and G) for certificate of eligibility are complete, true and correct. Providing false or misleading information or failure to provide all required information will be considered grounds for denial. decertification and/or debarment. I attest to the accuracy of all information contained in this application and verify that the information submitted is in fact complete, accurate and true, under

oath. Signed and Sworn under the Pains and Penalties of Perjury. Dated at This <u>24th</u> day of <u>May</u>, 2019. By (signature): Type name: Michael O'Brien Title or position: Vice President Suffolk Massachusetts (County) (State) , personally appeared and known to me to be Michael O'Brien ,based (Name of officer) on satisfactory evidence which was his/her driver's license and acknowledged that he/she is authorized to execute the foregoing and that its execution is his/her free act and deed and the free act and deed of the firm. My commission expires: (Notary public signature) MARY ANN FARRELL **Notary Public** COMMONWEALTH OF MASSACHUSETTS (Print name) Commission Expires March 13, 2026

Attachment K.2

NON-COLLUSION AFFIDAVIT

The undersigned hereby declares under the penalties of perjury that they have carefully examined the Request for Proposals, Sample Contract and General Conditions, Schematic Design outline specifications and plans referred to and also the site upon which the proposed work is to be performed.

The undersigned also hereby certifies under the penalties of perjury that the Offeror is the only entity interested in this proposal; that it is made without any connection with any other person making any bid for the same work, that no person acting for, or employed by, the Town of Brookline is directly or indirectly interested in this proposal, or in any contract which be made under it, or in expected profits to arise therefrom; and without directly or indirectly influencing or attempting to influence any other person or corporation to bid or to refrain from bidding or to influence the amount of the bid of any other person or corporation; and that this proposal is made in good faith without collusion or connection with any other person bidding for the same work; and that this proposal is made with distinct reference and relation to the plans and specifications prepared for this contract and herein mentioned. The undersigned further declares that in regard to the conditions affecting the work to be done and the labor and materials needed, this proposal is based solely on Offeror's own investigation and research and not in reliance upon any representation of any employee officer or agent of the Town of Brookline.

No oral, written or telegraphic amendments to this bid will be accepted. An Offeror wishing to amend this proposal after transmittal to Owner may do so only by written notice received by Owner in the office designated in the request for proposal prior to the time and date set for the opening of proposals.

Name of Offeror:	Gilbane Building Company	
	Company or Joint Venture Name	
	J. Welle	
	Authorized Representative Signature	
	J. Michael Kennedy, Vice President	
	Print Name and Title	

Attachment K.3

INFORMATIONAL SHEET

A.	. If a Corporation:								
Incorporated in what State: Rhode Island									
	President: Michael E. McKelvy, President/CEO								
	Treasurer: Michael M. Costello								
	Secretary: Brad Gordon								
В.	If a foreign corporation, are you registered to do business in Massachuset	ts?							
	Yes _X No								
	To be considered for Selection for this work, you-are required under Massachusetts General Laws Ch. 30, Sec. 39L to obtain from the Secretary of State, Foreign Corporations Section, a certificate stating that your corporation is registered, and to furnish such certificate to DCAMM prior to award of the contract.								
C.	If a partnership, name all partners on attached sheet. N/A								
D.	If an individual:								
	Name:	_							
	Residence:	_							
E.	If an individual doing business under a firm name: N/A								
	Name of Firm:	_							
	Business Address:								
	Name of Individual:	_							

Confidential and proprietary information.

Attachment K.4 AFFIDAVIT OF COMPLIANCE

Massachusetts Business CorpNon-Profit Corp.
I, Vice President J. Michael Kennedy Clerk of
Gilbane Building Company , principal office is located at
10 Channel Center, Suite 100, Boston, MA 02210
I do hereby certify that the above named corporation has filed with the State Secretary all certificates and annual reports required by Chapter 156B Sec. 109 (business corporation), by Chapter 181, Sec. 4 (foreign corporation) or by Chapter 180, Sec. 26A (non-profit corporation) of the Massachusetts General Laws.
SIGNED UNDER THE PENALTIES OF PERJURY this <u>27th</u> day of <u>February</u> , 20 <u>20</u> .
J. Nack G
Signature of Duly Authorized Corporate Officer

Confid Willelling beedley interests

Attachment K.5 AFFIDAVIT OF PREVAILING WAGE COMPLIANCE (C. 149, S. 26 AND 27)

I	J. Michael Kennedy,	Vice President Title	, of the
	lbane Building Company, with a prorr's Company Name	incipal office is loc	eated at
1	0 Channel Center, Suite 100, Boston, MA	02210	
	ereby certify that the above named corpora orth in Sections 26 and 27 of the Massachu		
SIGN	NED UNDER THE PENALTIES OF PER.	JURY this <u>27th</u>	_day of <u>February</u> , 20 <u>20</u> .
Signa	J. Welk-Jature of Duly Authorized Corporate Office	r	

Consider this and property

Attachment K.6 CERTIFICATION OF TAX COMPLIANCE

TOWN OF BROOKLINE, MA	
Pursuant to M.G.L. Ch. 62c. sec. 49a.	
I, J. Michael Kennedy	
Vice President,,	Clerk,, Partner, of <u>Gilbane Building</u>
Company , 10 Channel Ce	enter, Suite 100, Boston, MA 02210,
hereby certify under penalties of perju	ry thatGilbane Building Company
has, to my best knowledge and belief,	filed all state tax returns and paid all state taxes required under
law.	
050495530	Gilbane Building Company
Federal Identification Number	Company Name
or Social Security Number	J. Walk-C
	Signature
	J. Michael Kennedy
	Name of Duly Authorized (type/print)
	Vice President
	Title/Company Position

Attachment K.7

SURETY COMMITMENT LETTER AT 110% OF THE UPPER LIMIT OF THE ESTIMATED CONSTRUCTION COST RAGE

Offeror must attach a letter from a surety company evidencing that the surety company will provide respondent with payment and performance bonds for the Project in an amount equal to or greater than 110% of \$92,000,000 which is the upper limit of the estimated construction cost range.

Confidential and proprietary information.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

February 20, 2020

Ms. Lynn Stapleton Leftfield 225 Franklin Street, 26th Floor Boston, MA 02110

Re:

GILBANE BUILDING COMPANY

RFP – Construction Management at Risk Services Michael Driscoll School Project, Brookline, MA Estimated Construction Cost: \$92,000,000 +/-

Dear Ms. Stapleton:

Travelers Casualty and Surety Company of America and Berkshire Hathaway Specialty Insurance Company (hereinafter 'co-surety') are privileged to act as the co-surety for Gilbane Building Company. As Gilbane Building Company's co-surety, we have always been impressed by our client's diverse capabilities, past project experience, track record of performance and depth of the company's professional staff.

Throughout their relationship, the co-surety has provided all of the surety bonds that Gilbane Building Company's clients have requested. With respect to Gilbane Building Company's current bonding requirements, please be advised that the co-surety is willing to support individual projects in excess of \$500,000,000 and corresponding backlogs approaching \$5,000,000,000. Subject to underwriting particulars expressed in the following paragraph, the co-surety will provide Gilbane Building Company with payment and performance bonds if selected by the Town of Brookline for the award of the above referenced project in the amount of one hundred and ten percent (110%) of the construction contract.

As is customary within the surety industry, the execution of any bonds would be subject to, but not necessarily limited to receipt and favorable review of all contract terms and conditions, bond forms, confirmation of project financing and all current underwriting information needed at the time of the request for bonds is made by Gilbane Building Company to the co-surety. Please understand that any arrangement for surety bonds is a matter strictly between Gilbane Building Company and its co-surety. As such, we assume no liability to you or any third party by the issuance of this letter.

Each of the surety companies are fully licensed and authorized to conduct surety business in the Commonwealth of Massachusetts and each are listed in the US Department of Treasury's listing of Approved Sureties (Department Circular 570). Each surety company has a Company Policyholder rating of "A++" (Superior) by A.M. Best Company with a financial Size Category "XV". Please feel free to contact this office should you have any questions regarding the bonding capacity or technical ability of Gilbane Building Company.

Sincerely,

Travelers Casualty and Surety Company of America Berkshire Hathaway Specialty Insurance Company

Jean M. Feerey, Attorney-in-Fact



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint JEAN M FEENEY of BOSTON

Massachusetts , their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.







State of Connecticut

City of Hartford ss.

On this the 17th day of January, 2019, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021

NOTARY +++
PUBLIC

Anna P. Nowik, Notary Public

Senior Vice President

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 20th day of February







2020

Kevin E. Hughes, Assistant Secretary

via mail.

via fax to (617) 507-8259,

at claimsnotice@thtspecialty.com,

at (855) 453-9675, via

Humber Ę 0

Berkshire Hattaway Specialty Insurance Company, One Lincoln Street, 234 Floor

THIS POWER OF ATTORNEY IS VOID IF ALTERED

Department,

us at: BHSI Surety

authemidity of this Power of Attomey please contact us at: BHISIS.urety 02111 | (770) 625-2516 or by email at <u>formiter Partor Bhispochalty.com</u>

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Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, NATIONAL INDEMNITY COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: Michael J. Cusack, Nicole Roy, Nicholas Labbe, Gabriela Camacho, Sandra C. Lopes, Laurie Rothwell, Jean M. Feeney, John J. Gambino, Eric J. Canterbury, 131 Oliver Street, of the city of Boston, State of Massachusetts, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY.

NATIONAL INDEMNITY COMPANY,

By:

David Fields, Executive Vice President



Ву:

David Fields, Vice President

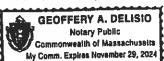




State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies, that he knows the corporate seals of the Companies, that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and corre copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this February 20th, 2020







Officer

BHSIC, NICO & NLF POA (2018)

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

. . . .

EXECUTION OF DOCUMENTS:

. . . .

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED. That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.



June 27, 2019

To Whom It May Concern

RE: Gilbane Building Company Interstate Rating Modification History

Please allow this note to serve as verification of Gilbane Building Company's workers compensation experience modification history for the past 3 years:

Effective Date	Interstate Rating
6/30/2019	0.68
6/30/2018	0.64
6/30/2017	0.60

Please contact us if you have any questions or concerns.

Sincerely,

Karen McCarthy

Karen McCarthy
Account Executive

Exhibit GC – Price Proposals Forms B, C, D

Michael Driscoll School Exhibits Page 4 of 4

PRICE PROPOSAL

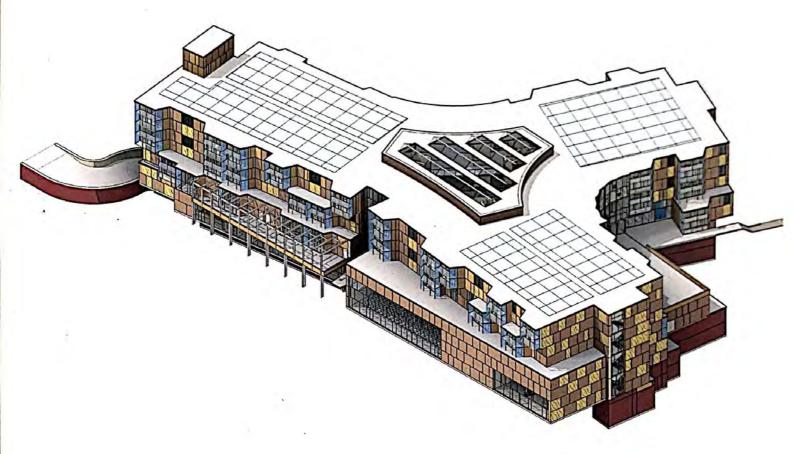
CONSTRUCTION MANAGEMENT AT RISK SERVICES

BUILDING MORE THAN BUILDINGS

Town of Brookline
Michael Driscoll School Project

Brookline, MA - February 28, 2020





Offerer's Name: Gilbane Building Company Contact Person for Proposal: James Conley Contact Person's Telephone Number: (617) 478-3335 Contact Person's Cell Number: (617) 680-2397 Contact Person's Email Address: JConley@GilbaneCo.com



FORM B (for Baseline Project Schedule) CONSTRUCTION MANAGER SERVICES FEE PROPOSAL FORM Michael Driscoll School, Brookline, MA

A. PRE-CONSTRUCTION PH	ASE (From Fo	rm C):				
Phase 2 Main Pre-Construction	Services Fee:	s	22,500	per month for		months
Anticipated Total Pre-Construct	ion Services C	ost of:		s	180,000	(Line 1)
B. CONSTRUCTION PHASE	From Form D):				
Fee / Profit (Insert Total Amount)				s	2,070,000	(Line 2)
General Conditions (estimated) (Provide schedule of values)			7	S	7,335,981	(Line 3)
TOTAL COST OF CONSTRUC	CTION MANA	GEMEN	п	\$	9,585,981	(Total of lines 1-3)
Firm Name:		Gilbane l	Building (Company	$\overline{}$	
Ву:	T/	1/e	thorized Re	presentative)	<i>/</i>	•
Name of Signatory:	J. Michael	Kenned	dy (type/pi	int)		•
Title:	Vice Presid	ent				
Date:	February 2	8 2020		3		

IMPORTANT NOTICE: This section contains confidential information proprietary to Gilbane Building Company, including but not limited to trade secrets and/or copyrighted material. Any unauthorized disclosure, duplication, or use – in whole or in part – of such confidential information for any purpose is strictly prohibited. All rights reserved by Gilbane Building Company.

FORM C SCHEDULE OF CONSTRUCTION MANAGEMENT COSTS PRE-CONSTRUCTION PHASE

	Ho	nly Rate	Hours per Month	Number of Months	Total C	ost
List of Staff with Titles						
Sr. Project Executive - Walt Kincaid	\$	185.97	20	7	2	25,400
Pre Construction Manager - Kevin Cooke	\$	267.61	35	8	\$	74,930
Advanced Planning & Scheduling - Katie Strumolo	S	172 00	5	3	\$	6,880
Chief Estimator	s	246.76	17	8	2	33,560
Arch / Civil / Structural Estimator	s	162.08	39	8	S	50,570
Electrical Estimator	S	171.43	14	8	S	19,200
Mechanical Estimator	S	201.25	14	8	2	22,540
Plumbing Estimator	S	180.45	14	1	S	20,210
Purchasing Agent	S	185.50	10	1	S	14,840
Cost Control	S	151.67	3	8	S	3,640
Project Manager - Lynda Callahan	s	115.83	9	7	\$	6,950
General Superintendent - Bob Braga	\$	126.54	15	7	S	13,160
IDC Engineer	s	122.04	63	8	s	61,020
Environmental Specialist - Mark Winslow	S	173.13	2	8	S	2,770
	S	111.25	20	8	s	17,800
VDC Director - John Myers						
VDC Director - John Myers				Total Cost Total Staff Cost/Month	s s	373,470 46,684
				Total Staff		
				Total Staff		
				Total Staff Cost/Month	\$	46,684
VDC Director - John Myers List of Pre-Construction Consultant Costs				Total Staff		
				Total Staff Cost/Month Total Cost	\$	46,684
List of Pre-Construction Consultant Costs List of "other" Pre-Construction Costs Travel Expense				Total Staff Cost/Month Total Cost	5	46,684
List of Pre-Construction Consultant Costs List of "other" Pre-Construction Costs Travel Expense Blueprints, Copies, Postage, Telephone				Total Staff Cost/Month Total Cost	\$ \$ \$ \$ \$ \$ \$	3,200 3,840
List of Pre-Construction Consultant Costs List of "other" Pre-Construction Costs Travel Expense Blueprints, Copies, Postage, Telephone				Total Staff Cost/Month Total Cost	5	46,684
List of Pre-Construction Consultant Costs List of "other" Pre-Construction Costs Travel Expense				Total Staff Cost/Month Total Cost	\$ \$ \$ \$ \$ \$ \$	3,200 3,840
List of Pre-Construction Consultant Costs List of "other" Pre-Construction Costs Travel Expense Blueprints, Copies, Postage, Telephone				Total Staff Cost/Month Total Cost Total Cost Total Costs/Month	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	3,200 3,840 (200,510)

FORM D (for Baseline Project Schedule) SCHEDULE OF CONSTRUCTION MANAGEMENT COSTS: CONSTRUCTION PHASE CONSTRUCTION PHASE

	Duration in Months	% Allocated Time		Monthly Rate	s	chedule of Values
A. List of Project Management Staff with Titles						
On Site Project Executive - Walt Kincaid	34	36%	5	36,250	S	448,390
On Site Project Manager - Lynda Callahan	27	100%	\$	22,373	5	604,074
Manager of Engineering - Derek Ullman	36	100%	3	17,479	S	629,245
Project Engineer - Colleen Shouldice	26	100%	5	14,129	5	367,349
Project Engineer - Clarence Mevs	22	100%	S	9,707	5	213,550
Project Accountant - Rachael Collier	36	31%	S	17,985	5	199,944
VDC Engineer - Staff	7	100%	5	14,551	s	101,858
Office Engineer	15	100%	s	6,864	s	102,967
Advanced Planning /Scheduling - Katie Strumolo	30	13%	\$	26,804	S	101,442
Procurement Manager - Paul Ruggieri	5	100%	s	25,145	S	125,725
				Subtotal A: PM	s	2,894,544

	Duration in Months	% Allocated Time	М	onthly Rate	Sci	hedule of Values
B. List of Staff Field Staff with Titles					7.	
General Superintendent - Bob Braga	26	100%	\$	24,529	S	637,741
Superintendent - Lucas Seiferth	25	100%	\$	15,327	S	383,176
Assistant Super - Alec Picard	17	100%	S	10,616	s	180,474
Safety Engineer	34	8%	S	19,020	S	51,792
Environmental Specialist - Mark Winslow	5	17%	\$	27,643	S	22,965
			Subtot	al B: Field Staff	\$	1,276,148

FORM D (for Baseline Project Schedule) CONTINUED SCHEDULE OF CONSTRUCTION MANAGEMENT COSTS: CONSTRUCTION PHASE CONSTRUCTION PHASE

	Duration in	% Allocated Time		Monthly Rate	Sched	ule of Values
C. List of Clerical Staff with Titles						
Quality/Engineering Manager	6	5%	5	24,367.78	\$	6,748
Cost Controller	35	6%	5	23,822.05	S	52,775
AP Department	35	2%	s	14,233 14	\$	11,4%
		S	ubtota	I C: Clerical Staff	s	71,019

	Rate	/\$1,000	Project Estimate		Schedule of Values	
D. Insurance Costs and CM Bond Costs (Please itemize)						
Auto, Professional, General & Excess Liability Insurance	\$	8.65	\$	92,000,000	S	795,800
Performance & Payment Bond	2	6.54	\$	92,000,000	S	601,680
Builders All Risk	s	1.05	S	92,000,000	s	96,230
			Subt	otal D: Insurance Costs		1,493,710

FORM D (for Baseline Project Schedule) CONTINUED SCHEDULE OF CONSTRUCTION MANAGEMENT COSTS: CONSTRUCTION PHASE CONSTRUCTION PHASE

Fill in amounts for all items even if the work is to be subcontracted unless included in Sections A, B, C or D above

E. Additional General Conditions Categories Schedule of Values	Sche	dule of Values
Construction Manager Field Office Trailers	5	70,300
CM Telephone, Fax and Site Communications	5	59,690
CM Field Office Supplies, Equipment & Furniture	5	117,270
Owners Field Office Trailers	3	34,800
Owners Telephone, Fax and Site Communications	\$	230
Owners Field Office Supplies, Equipment & Furniture	5	37,300
Cleaning of CM and Owners Field Office Trailers	\$	22,440
Postage, Shipping and Courier Services	S	3,300
Reprographics	S	6,600
Management of Plans & Specifications	S	•
Computer IT Time/Software (field office)	S	
Project Vehicles/Maintenance	S	
Travel Expenses	S	27,060
Rental Costs of Machinery and Equipment	\$	60,000
Storage Trailers and Containers	S	6,600
Job Site Safety & Protection	s	•
Safety Manager & Labor	s	-
Safety Materials	S	69,950
Project and Site Traffic Signage	\$	5,000
Debris Removal and Dumpsters	S	156,000
Rodent and Pest Control	\$	9,900
Building Layout Control and Engineering	S	50,000
Record Drawings	\$	
Project Photos	\$	
Interim Air Quality Management & Readings	S	•
Interim and Final Cleaning for Site and Building	S	774,520
LEED Supervision and Assistance	S	
Contaminated Soil Removal Supervision of Work	S	
ACM & Hazardous Material Abatement Sup.	2	1.
Temporary Toilet Rental and Services	S	39,600
Other - Precondition Survey	S	15,000
Other - Building Envelope Design	S	35,000
Subtotal E: Add	litional GC's: \$	1,600,560

* If a CM proposes to use laborers (their own forces) on site, the CM is to provide a breakdown of the actual cost of the laborer and any mark-ups in the following format (Include on separate sheet, a detailed breakdown of mark-ups and burden):

Rate_____ + Any Mark-ups____ = Total Proposed

FORM D (for Baseline Project Schedule) CONTINUED SCHEDULE OF CONSTRUCTION MANAGEMENT COSTS: CONSTRUCTION PHASE

Please note: The following cost items are not to be included in the CM's cost for General Conditions above for the purpose of determining the CM's Price Proposal. The Costs for these items shall be included as a "Cost of Work" at the time the GMP is negotiated with the selected CM.

Cost of Work Categories	
Permitting	
Temporary Water & Sewer service and Distribution	
Temporary Water Consumed	
Temporary Electric Power Service	
Temporary Electric Town Consumed	
Temporary Heating System	
Temporary Heating Fuel Consumed	
Emergency Diesel Generator Fuel Consumed	
CORI Implementation and Management	
Temporary Barriers	
Site Enclosure Fences and Gates	
Temporary Walkways	
Temporary Paving	
Security Enclosures	
Police Details	
Fire Watch Details	
Temporary Lighting	
Temporary Fire Protection	
Watchman and Site Security	
Staging and Hoisting	
Temporary Stairs	
Dust Control	
Winter Conditions	
Weather Protection	
Interim Air Quality Management & Readings	
Permanent Utility Costs	
Sub-Contractor Insurance and Bonds	
Dewatering Including Contamination Treatment	
Subcontractors (Material, Equipment and Labor)	
Snow Removal	

Assistant Superintendent

Assistant Superintendent/MEP Coord,/Reg/Env.

Project Engineer

Project Engineer

Subtotal

CM Firm Name: Gilbane Building Company		
Pre-Construction Services		
Personnel Costs		
Principal	S	
Project Executive	\$	3.1
ProjectPrecon Manager	\$	9,36
Project Manager	5	86
Engineers	S	
Estimators	S	18.26
Procurement/Purchasing	\$	1,85
Superintendent	5	1,64
Office Administration	s	45
Scheduler	s	86
MEP Coordinator	\$	2.22
		34
Site Work Coordinator/Regulatory Support IDC	\$	7,62
Subtotal	\$	46,684
Subtotal	•	40,004
Consultant Costs (if used)		
Scheduling	\$	
MEP	\$	
BIM	\$	
Subtotal	\$	•
Other Costs		
Printing/Postage	\$	480
Misc.	\$	400
Subtotal	\$	880
•		
Total - Pre-Construction Services/Month	\$	47,564
Discount	\$	(25,064)
Total Pre-Con/Month (Less Discount)	\$	22,500
Estimated Duration (Months)	\$	8
Total - Pre-Construction Services	\$	180,000
Construction Phase		
Project Management, Field and Clerical Staff		
Principal	\$	•
Project Executive	\$	448,390.00
Project Manager	\$	604,074.00
Assistant Project Manager/Project Eng/MEP	\$	629,245.00
VDC Engineer	\$	101,858.00
Scheduler	\$	101,442.00
Accountant/Cost Control	\$	264,215.00
Contracts/Purchasing	\$	125,725.00
Admin/Secretary/Intern	\$	102,967.00
Quality Control	\$	6,748.00
Safety	\$	51,792.00
General Superintendent	\$	637,741.00
Superintendent	\$	383,176.00
ouperintendent	-	

Confidential and proprietary information.

180,474.00

367,349.00

213,550.00

22,965.00

4,241,711.00

\$

\$

\$

\$

5

(Baseline Schedule)		
Payment & Performance Bond	\$	601,680.0
General Liability	\$	795,800.0
Pollution Liability	incl.	in General Liability
Builders Risk Insurance	S	96,230.0
Umbrella Coverage	incl.	in General Liability
Subtotal	\$	1,493,710.00
Additional General Conditions Categories		
Construction Manager Field Office Trailers	\$	70,300.00
CM Telephone, Fax and Site Communications	\$	59,690.00
CM Field Office Supplies, Equipment & Furniture	S	117,270.00
Owners Field Office Trailers	s	34,800.00
Owners Telephone, Fax and Site Communications	5	230.00
Owners Field Office Supplies, Equip & Furniture	s	37,300.00
Cleaning of CM and Owners Field Office Trailers	S	22,440.00
Postage, Shipping and Courier Services	\$	3,300.00
	\$	6,600.00
Reprographics	\$	0,000.00
Management of Plans & Specifications	\$	
Computer IT Time/Software (field office)	\$	
Project Vehicles/Maintenance	\$	27,060.00
Travel Expenses	\$	
Rental Costs of Machinery and Equipment	\$	60,000.00
Storage Trailers and Containers		6,600.00
Job Site Safety & Protection	\$	
Safety Manager & Labor	\$	CO 050 00
Safety Materials	\$	69,950.00
Project and Site Traffic Signage	\$	5,000.00
Street Sweeping and Wheel Wash Maintenance	\$	
Snow Removal	\$	450,000,00
Debris Removal and Dumpsters	\$	156,000.00
Rodent and Pest Control	\$	9,900.00
Building Layout Control and Engineering	\$	50,000.00
Record Drawings	\$	•
Project Photos	\$	
Management of Job Progress Meetings	\$	•
Attendance at School Related Meetings	\$	
Interim Air Quality Management & Readings	\$	-
Interim and Final Cleaning for Site and Building	\$	774,520.00
LEED Supervision and Assistance	\$	-
Contaminated Soil Removal Supervision of Work	\$	•
ACM & Hazardous Material Abatement Sup.	\$	
Temporary Toilet Rental and Services	\$	39,600.00
Other - Precondition Survey	\$	15,000.00
Other - Building Envelope Design	\$	35,000.00
		1,600,560.00
Total Construction Phase	\$	7,335,981.00
Fee/Profit	\$	2,070,000
Total Estimated CM Cost	\$	9,585,981

MICHAEL DRISCOLL SCHOOL CONSTRUCTION MANAGER AT RISK CONTRACT

GENERAL CONDITIONS OF THE CONTRACT

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ARTICLE I DEFINITION OF TERMS

The following words shall have the following meanings as used in this Contract:

Advertisement:

The Advertisement or Notice Inviting Bids or Proposals for the Work.

Approval (or Approved):

An approval in writing signed by the authorized signatory of Owner.

Architect

The architect identified as the Designer in preliminary statement Section C of the Owner-CM Agreement.

As directed (As permitted, as required, as determined or words of like effect): The direction, permission, requirement or determination of Owner unless otherwise stated in the Contract Documents. Similarly, approved, acceptable, satisfactory or words of like import shall mean approved by or acceptable or satisfactory to the Designer and Owner, except as may be otherwise determined by Owner.

Building Code:

All applicable rules and regulations to which Owner is subject and which are contained or referenced in the code authorized by M.G.L. c. 143, s. 93 et seq., including all amendments thereto.

Certificate of Substantial Completion:

A certificate signed by the Designer and Owner pursuant to the requirements of Article VI of these General Conditions of the Contract, indicating that Owner has determined that (1) the Work has been completed in accordance with the Contract Documents, except for Punch List items, (2) certificates of inspection, testing and/or approval (including a certificate of occupancy under the Building Code), operating permits for any mechanical apparatus which may be required to permit full use and occupancy of the Work by its intended users (which in a Subcontractor's case may include the Contractor) have been delivered to Owner, (3) any applicable written warranties, operating instructions and related materials have been delivered to Owner, and (4) the Work may be used for its intended purpose without substantial inconvenience or interference.

Change Order:

(1) A written order not requiring the consent of the CM, signed by the Project Manager and designated as a Change Order, directing the CM to make changes in the Work within the general scope of the Contract, or (2) any written order from the Project Manager that causes any change in the Work Provided that the CM has given Owner written notice stating the date, circumstances, and source of the order and that the CM regards the order as a Change Order.

Construction Manager, Contractor, CM and General Contractor:

The person, corporation or other entity with which Owner has executed the CM Agreement.

Construction Manager's Key Personnel:

The personnel listed in the Construction Manager's Proposal and Sections B.1, C.1, and C.2 of Exhibit GC of the Owner-CM Agreement, all of whom shall be dedicated to the Project on a full time basis, and which personnel shall include at a minimum the Project Executive, the Project Manager, the Superintendent (who shall be a properly licensed construction supervisor), and the Project Scheduler. Unless otherwise designated by the CM, the Project Executive shall have complete authority to act for the CM.

Contract:

The Contract formed by the Contract Documents.

Contract Documents:

The documents listed in Article 2 of the Owner-CM Agreement.

Contract Modification:

Any alteration of the Contract Documents accomplished by a written agreement properly executed by the parties to this Contract.

Contract Price:

The Contract Price constitutes full compensation to the CM for everything to be performed and furnished in connection with the Work and for all damages arising out of the performance of the Work for which CM is responsible, and constitutes the maximum compensation regardless of any difficulty incurred by the CM in connection with the Work or in consequence of any suspension or discontinuance of the Work. See also definition of Guaranteed Maximum Price.

Owner:

The Town of Brookline. This term may also be used interchangeably with the term "Awarding Authority".

Designer:

The architect or engineer identified as the Designer in the Preliminary Statement of the Owner-CM Agreement, subject to the provisions of Article III, Section 1 of these General Conditions of the Contract.

Drawings:

The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including Plans, elevations, sections, details, schedules, and diagrams.

Engineer: The Designer, except that the term "Resident Engineer" shall have the meaning otherwise specified herein.

Final Acceptance:

The written determination by Designer and Owner that the Work has been 100% completed, except for the CM's indemnification obligations, warranty obligations, obligations to continue to maintain insurance coverage for the time periods provided in the Contract Documents, and any other obligations which are intended to survive Final Acceptance and/or the termination of the Contract.

Guaranteed Maximum Price:

Guaranteed maximum price, or "GMP", is the agreed total not-to-exceed 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; also known as the Contract Price.

Laws:

All applicable statutes, regulations, ordinances, codes, laws, orders, decrees, approvals, certificates and requirements of governmental and quasi-governmental authorities.

Neutral:

An impartial third party not having an interest in the Owner, the Designer, the Program Manager, the CM or the Project.

Notice to Proceed (NTP):

The written notice provided by Owner to the CM which authorizes the CM to commence the Work as of a date specified therein, from which date the times specified in Article 4 of the Owner-CM Agreement is measured. Owner may issue more than one NTP, including but not limited to separate NTPs for Preconstruction and Construction Services, in which case the date from which the time for completion of construction is measured shall be as stated in the appropriate NTP.

Or equal (or words of like import):

Equal in the opinion of Owner determined pursuant to the provisions of M.G.L. c.30, s. 39M and the provisions of these General Conditions of the Contract.

Owner:

The Town of Brookline.

Plan(s):

Drawing(s)

Product Data:

Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the CM or its Subcontractors and suppliers to illustrate materials or equipment for some portion of the Work. Product data shall also include any such information or instructions produced by the manufacturer or distributor of such materials or equipment and made readily available by said manufacturer or distributor.

Progress Schedule:

The progress schedule submitted by the CM Approved by Owner in accordance with the Contract Documents.

Project:

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by separate contractors.

Project Manager or Owners Project Manager:

Owner's representative assigned to the Project as identified in the preliminary statement of the Owner/CM Agreement.

Punch List:

A list of items determined by Owner to be minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the Work for its intended purpose.

Resident Engineer:

The On-Site Representative of Owner.

Samples:

Samples are physical examples that illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.

Schedule of Values:

The schedule Approved by Owner pursuant to Article VIII of these General Conditions of the Contract which allocates the Contract Price to the various portions of the Work and is used as a basis for payments to the CM.

Shop Drawings:

Drawings, diagrams, details, schedules, and other data specially prepared for the Work by the CM or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate a portion of the Work.

Site:

The land and, if any, building(s) or space within any such building(s) on which or in which the CM is to perform the Work.

Specifications:

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, and workmanship for the Work and performance of related services.

Subcontractor:

Person or entity with whom the CM or a subcontractor contracts in order to perform the Work, except as otherwise specifically provided or required herein or by Law. "Subcontractor" when used also means "Trade Contractor" except when otherwise specified.

Substantial Completion:

"Substantial completion" shall occur when (1) the CM fully completes the Work or substantially completes the Work so that the value of the Work remaining to be done is, in the estimate of

Owner, less than one percent of the adjusted contract price, or (2) the CM substantially completes the work and Owner takes possession for occupancy, whichever occurs first.

Superintendent:

The licensed construction supervisor who is an employee of the CM designated to be in full time attendance at the Site throughout the prosecution and progress of the Work and who shall have complete authority to act for the CM.

Trade Contractor:

Subcontractors under Contract with the CM to perform the work of the trades listed in paragraph 1.1 of the Procedures for Award of Subcontracts at Appendix D, and selected under the process authorized in M.G.L. c. 149A and Section I of the aforementioned Procedures by the CM. Sometimes referred to as "Filed Subcontractor" or "Filed Sub bidder."

User Agency:

The board, agency or other instrumentality of the Owner which operates or which will operate the facility at which the Work is undertaken or which comprises the completed Work.

Work:

The Work consists of all the work identified in the Contract Documents. The Work comprises the completed construction required by the Contract Documents and includes all labor, tools, materials, supplies, equipment, permits, approvals, paperwork, calculations, submittals, and certificates necessary to develop, construct and complete the Work in accordance with all Laws, and all construction and other services required to be supervised, overseen, performed or furnished by CM or that the Contract Documents require the CM to cause to be supervised, overseen, performed or furnished. The CM shall provide and perform for the Contract Price all of the duties and obligations set forth in the Contract Documents.

Working Hours:

The hours during which construction work may be performed on the Project, 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise specified by applicable Laws and subject to Article X, 2.F. of these General Conditions. Due to school operations, deliveries are to be scheduled between 8:30AM to 1:00PM, unless otherwise approved by the Owner.

All terms that this Contract defines may be used with or without initial capital letters. Other terms, abbreviations and references are defined as they appear herein. Words and abbreviations that are not defined in the Contract Documents but which have recognized technical or trade meanings are used in accordance with those meanings. For additional definitions of terms, abbreviations and references refer to the *General Requirements*, or *Specifications*.

ARTICLE II

EXECUTION OF THE CONTRACT, SCOPE OF WORK, INTERPRETATION OF CONTRACT DOCUMENTS, DISTRIBUTION OF WORK, SUBCONTRACTS

1. Execution

The execution of the Owner – CM Agreement by the CM is a representation that the CM has visited the Site, has become familiar with local conditions under which the Work is to be performed and has correlated observations at the Site with requirements of the Contract Documents.

2. Scope of Work

The Work consists of all the work identified in the Contract Documents. The Work comprises the completed construction required by the Contract Documents and includes all labor, tools, materials, supplies, equipment, permits, approvals, paperwork, calculations, submittals, and certificates necessary to develop, construct and complete the Work in accordance with all Laws, and all construction and other services required to be supervised, overseen, performed or furnished by CM or that the Contract Documents require the CM to cause to be supervised, overseen, performed or furnished. The CM shall provide and perform for the Contract Price all of the duties and obligations set forth in the Contract Documents.

3. Interpretation

- **A.** The Plans and Specifications and other Contract Documents are to be considered together and are intended to be mutually complementary, so that any work shown on the Plans though not specified in the Specifications, and any work specified in the Specifications though not shown on the Plans, is to be executed by the CM as a part of this Contract. Should a conflict occur in or between or among any parts of the Contract Documents that are entitled to equal preference, the better quality or greater quantity shall govern, unless Owner directs otherwise. Figured dimensions shall take precedence over scaled dimensions.
- **B.** All things that in the opinion of Owner may be reasonably inferred from the Plans, Specifications and other Contract Documents are to be executed by the CM. The Designer shall determine whether the detail Plans conform to the general Plans and Contract Documents, except as may be otherwise determined by Owner.
- C. The tables of contents, titles, headings and marginal notes or sub-scripts contained herein are solely to facilitate references, are not intended to be construed as provisions of the Contract, and in no way affect the interpretation of the provisions to which they refer.
- **D.** Where reference is made in the Contract Documents to publications, standards, or codes issued by associations or societies, such reference shall be interpreted to mean the current edition of such publications, standards, or codes, including revisions in effect on the date of the issuance of the RFP for the Contract notwithstanding any reference to a particular date. The foregoing sentence shall not apply to the dates, if any, specified with respect to insurance policy endorsement forms.

E. In case of any conflict among the Contract Documents, unless the context clearly otherwise requires, the Contract Documents shall be construed according to the following priorities:

First Priority: Contract Modifications and Change Orders

Second Priority: Owner-CM Agreement as amended

Third Priority: General and Supplementary Conditions of the Contract as

amended

Fourth Priority: Drawings as amended -- Schedules take precedence over

enlarged detail Drawings, and enlarged Detail Drawings take precedence over reduced scale Drawings; figured

dimensions shall prevail over scale.

Fifth Priority: Specifications as amended

Sixth Priority: Request for Proposals as amended

Seventh Priority: CM's Proposal as amended

F. The CM shall refer to all of the Drawings, and to all of the sections of the Specifications, and shall perform all work reasonably inferable therefrom as being necessary to produce the indicated results. Neither Owner nor the Designer assumes any liability arising out of jurisdictional issues raised or claims advanced by Subcontractors, trade organizations or other interested parties based on the arrangement or manner of subdivision of the content of the Specifications and Drawings. In the event of any claim arising out of any duplication, conflict, inconsistency or discrepancy within the Specifications or on the Drawings as to the allocation of the Work among the Subcontractors the CM shall be solely responsible for resolving the claim and shall be responsible for ensuring that all of the Work is completed, regardless of where it appears in the Specifications or on the Drawings.

4. <u>Distribution of Work</u>

Other than as required by M.G.L. c. 149A and any other applicable provisions of the Massachusetts General Laws and these Contract Documents, the CM shall be responsible for distributing the Work in the best interests of the Project.

5. Subcontracts

Procedures for the award of contracts by the CM for the furnishing of labor, materials and equipment in the performance of the Work ("Subcontracts") shall be as specified in the procedures attached hereto as Appendix "D". The CM shall make no substitution for any Subcontractor previously selected without the prior written approval of Owner. The term Subcontractor also means Trade Contractor except when otherwise specified. The CM shall maintain and periodically update and distribute to Owner, the Program Manager and the Designer a Project Directory listing the names, addresses and telephone numbers of the principal members of the staff of each Subcontractor. The principal contact and a back-up for each Subcontractor and each of their home telephone numbers, mobile telephone numbers and pager numbers, if available, shall be indicated in the Project Directory so that such persons can be reached in emergency situations occurring beyond regular business hours.

All work shall be performed pursuant to written subcontracts. The CM shall use the Subcontract forms attached hereto in Appendix "E", for all Subcontractors. One form of Subcontract is to be used for all Trade Contractors selected for the trades listed in section I.A.1 of the above referenced Procedures, and the other form is to be used for all Other Subcontractors. All subcontracts shall require the Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the CM by the terms of the Contract Documents, and to assume toward the CM all the obligations and responsibilities which the CM, by the Contract Documents, assumes toward Owner. Each Subcontract shall preserve and protect the rights of Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights. The CM shall require each Subcontractor to enter into similar agreements with its Subcontractors. The CM shall provide to each proposed Subcontractor, prior to the execution of a Subcontract with such Subcontractor, copies of the Contract Documents to which the Subcontractor will be bound by this Paragraph. Each Subcontractor shall provide copies of such Contract Documents to its Subcontractors.

Each Subcontract shall provide that in the event of termination of the Contract due to the default of the CM or for any other reason, Owner shall have the right (but shall have no obligation) to assume, and/or accept assignment of and further assign to a general contractor or construction manager or other third party who is qualified and has sufficient resources to complete the Work, the rights of the CM under the Subcontract with such Subcontractor. In the event of such assumption or assignment by Owner, the Subcontractor shall have no claim against Owner or such third party for work performed by such Subcontractor or other matters arising prior to termination of the Contract, and Owner or such third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after such assumption or assignment.

No Sub-contract, and nothing contained herein or in any Subcontract, shall be construed to create any contractual relationship between any Subcontractor and Owner.

6. Contract Price

The Contract Price constitutes full compensation to the CM for everything to be performed and furnished in connection with the Work and for all damages arising out of the performance of the Work for which CM is responsible, and constitutes the maximum compensation regardless of any difficulty incurred by the CM in connection with the Work or in consequence of any suspension or discontinuance of the Work.

ARTICLE III CONTROL OF WORK/ADMINISTRATION OF THE CONTRACT

1. <u>Designer</u>

Notwithstanding anything to the contrary expressed or implied in this Contract, any of the powers, rights, and duties of the Designer may be exercised by Owner, provided that Owner shall be under no obligation to do so. Owner may rely on the Designer for the performance and exercise of its rights and obligations hereunder and shall be presumed to so rely on the Designer in the absence of an explicit written assumption by Owner of any such rights and obligations, except that any

Approval required to be obtained from Owner hereunder shall not be valid without the signature of Owner. The Owner may explicitly overrule in writing any action, determination or decision of the Designer should Owner choose to do so, except to the extent that the same would violate applicable law. Subject to the foregoing, the Designer shall be responsible for the general administration of the Contract and shall perform the duties and exercise the rights herein conferred on the Designer. Except as otherwise specifically provided herein, the Designer shall decide all questions which may arise as to the conduct, quantity, quality, equality, acceptability, fitness, and rate of progress of the several kinds of work and materials to be performed and furnished under this Contract, and shall decide all questions which may arise as to the interpretation of the Plans and Specifications and as to the fulfillment of this Contract on the part of the CM. In the case of the death, resignation, inability or refusal of the Designer to act, or the termination of his or her or its employment, Owner may appoint another person to act as Designer for the purposes of this Contract. Owner shall give written notice to the CM of any such appointment.

2. Right of Access to Work

Owner, the User Agency and the Designer (and persons designated by them) may for any purpose enter upon the Work, the Site, and premises used by the CM, and the CM shall provide safe facilities therefor. Other contractors of Owner may also enter upon the same for the purposes which may be required by their contracts or work. Any differences or conflicts which may arise between the CM and other contractors of Owner with respect to their work shall be initially resolved by the Designer.

3. Inspection No Waiver

No inspection by Owner or the Designer or employees or agents of either of them, and no order, measurement, certificate, approval, payment order, payment, acceptance or any other action or inaction of any of them, shall operate as a waiver by Owner of any provision of this Contract.

ARTICLE IV GENERAL PERFORMANCE OBLIGATIONS OF THE CM

The CM shall complete for the Contract Price all of the Work in a proper, thorough, and workmanlike manner in accordance with the Contract Documents. Without limiting the foregoing and without limiting the CM's obligations under any other provision of the Contract Documents, the CM shall for the Contract Price perform the following general obligations:

1. Review of Contract Documents and Field Conditions

- **A.** Before commencing the Work, the CM shall carefully study the Contract Documents and carefully compare all Specifications, Plans, Drawings, figures, dimensions, lines, marks, scales, directions of the Designer, and any other information provided by Owner and shall at once report to the Designer any questions, errors, inconsistencies, or omissions.
 - **B.** Before commencing the Work, the CM shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the CM with the Contract Documents and shall at once report to the Designer any questions, errors, inconsistencies, or omissions.

2. Supervision and Construction Procedures;

Coordination; Cutting and Patching

- **A.** The CM shall supervise and direct the Work, using the CM's best skill and attention. The CM shall be solely responsible for, and shall have control over, construction means, methods, techniques, sequences and procedures, and shall be responsible for coordinating all portions of the Work under the Contract.
- **B.** The CM shall be responsible for the proper fitting of all Work and the coordination of the operations of all trades, Subcontractors, and material men engaged upon the Work. The CM shall guarantee to each of its Subcontractors all dimensions which they may require for the fitting of their work to all surrounding work.
- C. All necessary cutting, coring, drilling, grouting, and patching required to fit together the several parts of the Work shall be coordinated by the CM.
- **D.** The CM shall be responsible to Owner for the acts and omissions of the CM's employees, agents and Subcontractors of all tiers, and their agents and respective contractor's employees, and other persons performing portions of the Work or supplying materials therefor.
- **E.** The CM shall be responsible for the inspection of portions of the Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.
- F. The CM shall employ a registered land surveyor to perform any engineering required for establishing grades, lines, levels, dimensions, layouts, and reference points for the trades. The CM shall be responsible for maintaining benchmarks and other survey marks and shall replace any benchmarks or survey marks that may have become disturbed or destroyed. The CM shall verify the materials shown on the Drawings before laying out the Work and shall be responsible for any error resulting from its failure to exercise this precaution.
- G. Unless otherwise required by the Contract Documents, or directed in writing by the Designer or Owner, Work shall be performed during regular Working Hours which, unless prescribed otherwise by applicable law, shall be 7:00 a.m. to 5:00 p.m. However, if the CM desires to carry on the Work outside of regular working hours or on Saturdays, Sundays, or Massachusetts or federal holidays then the CM shall provide 48 hours' notice to allow satisfactory arrangements to be made for inspecting Work in progress and shall bear the costs of such inspection. Owner shall bill the CM directly for such costs.
- H. Work performed outside of regular Working Hours without the consent or knowledge of the Designer and/or Owner shall be subject to additional inspection and testing as directed by the Designer. The cost of this inspection and testing shall be borne by the CM whether the Work is found to be acceptable or not. Owner at its election shall be entitled either to issue a credit Change Order to cover such cost or to withhold such cost from any further payments due the CM and/or to receive a payment from the CM of the amount of such cost.

3. Key Personnel

The CM shall employ the Key Personnel as defined in Article I of the General Conditions unless otherwise agreed to by Owner. The Project Executive shall be the CM's senior person on Site and shall have full authority to accept communications to, make decisions for, and otherwise fully represent the CM in connection with all matters relevant to the Project. The CM's Project Manager(s) shall be responsible for one or more portions of the Work as assigned by the Project Executive. A Project Manager may be the designee of the Project Executive to exercise the Project Executive's responsibilities in the CM's Project Executive's absence. The Superintendent shall be properly licensed in accordance with the Building Code.

4. Labor

- A. The CM shall employ only competent workers. The CM shall enforce and shall require all its Subcontractors to enforce strict discipline and good order among their respective employees and other persons carrying out the Work. The CM shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Whenever the Designer or Owner shall notify the CM in writing that any worker is, in the Designer's opinion, incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such employee shall be discharged from the Work and shall not again be employed on the Project except with the consent of Owner.
- **B.** The CM shall ensure that all its Subcontractors employ a sufficient number of workers to carry on the Work with all proper speed in accordance with Laws, the requirements of the Contract Documents, and the Progress Schedule.
- C. The CM shall procure materials from such sources and shall manage its own forces and the forces of its Subcontractors in such a manner as will result in harmonious labor relations on the Project Site. The CM shall cause persons to be employed in the Work who will work in harmony with others so employed.

5. Notices and Permits

- **A.** The CM at its sole cost shall take out and pay for all approvals, permits, user fees, certificates and licenses required by Laws, pay all charges and fees, and pay for (or cause the appropriate Subcontractor to pay for) all utilities required for the proper execution of the Work.
- **B.** The CM shall comply with all Laws and shall give all notices required thereby.
- C. Except as otherwise specified in this Contract, it is not the CM's responsibility to ascertain that the Contract Documents are in accordance with applicable Laws. However, if the CM observes that portions of the Contract Documents are at variance with the requirements of Laws, the CM shall promptly notify the Designer and Owner in writing, and necessary changes shall be accomplished by an appropriate Contract Modification.

D. If the CM performs Work knowing it to be contrary to Laws without giving such notice to the Designer and Owner, the CM shall bear full responsibility for such Work and all costs attributable thereto, including, without limitation, corrections to the Work.

6. Lines, Marks, etc.

The CM shall furnish batter boards and stakes and shall cause to be placed and maintained thereon so as to be easily read, such lines, marks and directions relating to the Work as the Designer shall from time to time direct. The Designer shall establish base lines and benchmarks on the Drawings for the locations of the Work but all other lines and grades shall be determined by the CM.

7. Excavation

The CM shall prevent by sheeting and shoring or bracing, if necessary, any caving or bulging of the sides of any excavation made by the CM, leaving sheeting and shoring in place, or if any is removed, filling solid the spaces left thereby.

8. Corrections to the Work; Inspection No Bar to Subsequent Corrections

The inspection of the Work by the Designer, Owner or its consultants shall not relieve the CM of its responsibilities to fulfill the Contract obligations. Defective work may be rejected by the Designer, Owner or its consultants whether or not such work and/or materials have been previously overlooked or misjudged by the Designer, Owner or its consultants and accepted for payment. If the Work or any part thereof shall be found defective at any time before the Final Acceptance of the whole Work, the CM shall forthwith correct such defect in a manner satisfactory to the Designer, Owner or its consultants. If any material brought upon the Site for use in the Work, or selected for the same, shall be rejected by the Designer, Owner or its consultants as unsuitable or not in conformity with the Contract Documents, or as damaged by casualty or deteriorated due to improper storage at the Site or to any other factor, the CM shall forthwith remove such materials from the Site. The CM shall pay for the cost of making good all work or property of other contractors or of the Owner destroyed or damaged by such removal or replacement; repair any injury, defect, omission or mistake in the Work as soon as it is discovered, finish and immediately make good any defect, omission or mistake in the Work and complete and leave the Work in perfect condition.

9. Intentionally Omitted

10. Sanitary Facilities

The CM shall provide and maintain sanitary facilities for all persons employed on the Work, beginning with the first worker at the Site. Said facilities shall meet the following requirements unless otherwise specified in the Supplementary Contract Documents.

- **A.** There shall be no fewer facilities than the number required by applicable Laws.
- **B.** Facilities shall be kept in a clean sanitary condition at all times and shall be adequately screened to be inaccessible to flies.

11. Temporary Offices

A. Except as otherwise specified in the Contract Documents, the CM shall erect the following temporary offices near the Site as directed by the Designer and adequately

furnish and maintain them in a clean, orderly condition and, with respect to supplies, shall replenish them as necessary:

- 1. A CM's field office at which CM's authorized representative shall be present at all times while work is in progress. Instructions, notices, and other communications delivered there by the Designer or Owner shall be deemed delivered to the CM. The CM shall provide a separate conference room space with a conference table and chairs sufficient to accommodate 12 persons at one time.
- 2. Office Trailer for the Architect and Owner's Project Manager. Such trailer shall be in close proximity to the CM's field office and be a completely enclosed weathertight structure. The trailer shall be at least 720 square feet in area, and shall have two offices, one private toilet facility with running water, and a separate conference space. The trailer shall be equipped with a reasonable amount of natural light and adjustable natural ventilation, electric lights, heat, air conditioning, telephone and high speed internet connections and service in all spaces, window screens, and two exterior doors with secure locking devices. The office trailer shall be equipped with at least the following furniture and equipment in good condition: 2-30"x60" lockable double pedestal desks, 2 upholstered adjustable swivel type desk chairs with arms, three spring mounted desk lights, 4-30"x72" conference tables and sixteen metal folding chairs with cushioned seats, two stools/drafting chairs, 6-12 stick capacity portable metal plan rack units, plan table at least 42"x 72", 7-4 drawer legal size metal filing cabinets with locks, 20 lineal feet of 12" deep shelving, 2-36"x72" whiteboards with mark tray and markers, 3 office size waste baskets, 1-30 gal. waste basket, 1 coat rack/hat shelf, 2 new high performance laptop computers and accessories (with most current Microsoft Windows, Microsoft Office, anti-viral software, CM's preferred Project Management software, and Adobe Acrobat software), 3 desk type telephones, 1 smart phone cell phone with service contract, 1 telephone/answering machine, 1 digital camera (1152x872 min. resolution with zoom, flash, and video function), 1 full function dry copier (35 cpm, auto feeder, auto sorter, reduction/enlargement, letter/legal/11x17 trays), 1 fax machine with dedicated telephone line, 1 multifunction laser printer (print, scan, fax, copy, black and white and color), 1 digital recorder with voice to print software, 1 exterior high quality mercury digital recording thermometer, one electric drinking water dispenser with disposable cups and hot/cold water, 8 hard hats, 1 automatic coffee machine, 1 first aid kit, 1 fire extinguisher, and consumable office supplies (toner, paper, toilet room supplies, office supplies, drinking water, cups, lamps). All furniture and office equipment provided under this section shall become the property of the CM at the conclusion of the Work.
- **B.** The CM shall relocate the Architect and Owner's Project Manager trailer, as well as all services connected with said trailer, at no additional cost to the Owner if the need for relocation arises as determined by the Designer.

12. Contract Documents and Samples at the Site

A reasonable number of sets of Contract Documents will be furnished to the CM by Owner immediately after signing of the Contract, one of which shall be maintained at the Site for reference

by authorized representatives of Owner. The CM shall maintain at the Site for the use and information of Owner one record copy of the Drawings, Specifications, Addenda, Change Orders, Approved Shop Drawings, Product Data, Samples, updated Progress Schedule, and all other submittals, all in good order and marked currently to record changes and selections made during construction. These shall be available to the Designer and Owner and shall be delivered to the Designer for submittal to Owner upon completion of the Work. The Drawings, Specifications and other documents prepared by the Designer, and copies thereof furnished to the CM, are for use solely with respect to this Project. The CM shall not permit their release to other parties except as may be necessary in dealing with governmental authorities in the ordinary course of permitting and constructing the Project. Further, they are not to be used by the CM or any Subcontractor or Supplier on other projects without the specific written consent of Owner and the Designer.

13. Telephones

The CM shall provide and maintain separate individual telephone service and pay for all calls relating to the Work. Service and equipment shall meet the requirements, if any, of the Contract Documents and shall include provisions for incoming and outgoing calls: (1) in the CM's field office for the use of its authorized agents and (2) in the Office Trailer for the use of the Architect and authorized agents of Owner.

14. Health, Safety, and Accident Prevention

- **A**. In performing the Work, the Contractor shall:
 - (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the U.S. Secretary of Labor by regulation and all other applicable Laws;
 - (2) Protect the lives, health, and safety of other persons; and
 - (3) Prevent damage to property, materials, supplies, and equipment.
- **B**. For these purposes, the Contractor shall:
 - (1) Comply with 84 Stat. 1590, the "Occupational Safety and Health Act of 1970" (OSHA) and with regulations and standards issued by the U.S. Secretary of Labor at 29 CFR Part 1926 and all other applicable Laws; and
 - (2) Include the terms of this Section 14 in every subcontract so that such terms will be binding on each Subcontractor.
 - (3) Designate by written notice to the Awarding Authority a responsible member of its organization at the Site whose duties shall include ensuring safety, implementation of Contractor's Safety Plan referenced below and preventing accidents.
- C. The Contractor shall maintain an accurate record of exposure data on all accidents incident to the Work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904. Without limiting the foregoing, the Contractor shall submit to the Awarding Authority without delay verbal and written reports of all accidents involving bodily injury or property damage arising in connection with the Work.

- **D**. In any emergency affecting the safety of persons or property, the Contractor shall immediately act in the exercise of reasonable judgment to prevent threatened damage, injury, or loss. The Contractor shall immediately notify the Awarding Authority of such emergency.
- **E**. The Contractor shall be responsible for its Subcontractors' compliance with the provisions of this Section 14.
- F. Before commencing any portion of the Work, the Contractor shall submit a written Project-specific plan for implementing its safety plan (the "Contractor Safety Plan"). The plan shall include an analysis of the significant hazards to life, limb and property inherent in the performance of the Work and a plan for controlling these hazards.
- G. Without limiting the foregoing provisions of this Section 14, the Contractor shall comply with all health and safety Laws applicable to the Work. Without limitation,
 - (1) If the Contractor uses, stores or encounters toxic or hazardous substances it shall comply with M.G.L. c. 111F, s. 2, the "Right to Know" law and regulations promulgated by the Department of Public Health, 105 CMR 670, the Department of Environmental Protection, 310 CMR 33, and the Department of Labor and Workforce Development, 441 CMR 21; and shall post a Workplace Notice obtainable from the Department of Labor and Workforce Development.
 - (2) The Contractor shall comply with the Federal Resource Conservation and Recovery Act, the Federal Comprehensive Environmental Response, Compensation and Liability Act, M.G.L. c. 21C, M.G. L. c. 21E, and any other Laws affecting toxic or hazardous materials, solid, special or hazardous waste (collectively "Hazardous Materials Laws). Should the Contractor discover unforeseen materials subject to Hazardous Materials Laws at the Site, the Contractor shall immediately comply with any and all requirements for dealing with such materials and notify all required governmental authorities and the Awarding Authority of such discovery.
 - (3) The Contractor shall be responsible for the location of all utilities in connection with the Work. Without limiting the foregoing, the Contractor shall comply with Dig-Safe Laws. Dig-Safe is the Utility Underground Plant Damage Prevention System, 331 Montvale Road, Woburn, MA, 01801, 1-888-344-7233. The Contractor shall notify Dig-Safe of contemplated excavation, demolition, or explosive work in public or private ways, and in any utility company right of way or easement, by certified mail, with a copy to Department of Environmental Protection (DEP). This notice shall be given at least 72 hours prior to the work, but not more than sixty days before the work is to be done. Such notice shall state the name of the street or the route number of the way and shall include an accurate description of the location and nature of the proposed work. Dig-Safe is required to respond to the notice within 72 hours of receipt by designating the location of pipes, mains, wires or conduits at the Site. The Contractor shall not commence work until Dig-Safe has responded. The work shall be performed in such manner and with reasonable precautions taken to avoid damage to utilities under the surface at the work location. The Contractor shall provide the Superintendent with current Dig-Safe regulations, and a copy of M.G.L. c. 82, s. 40.

- Any costs related to the services performed by Dig-Safe shall be borne by the Contractor.
- (4) The Contractor shall comply with M.G.L. c. 149, s. 129A and any regulations thereunder, relative to shoring, covering and bracing of trenches.
- H. Without limiting the Contractor's responsibilities described above, the Contractor shall take all reasonable precautions for the safety of, and the prevention of injury or damage to (1) all agents and employees and contractors on the Work and all other persons who may be affected thereby including the general public, (2) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Site, under the care custody or control of the Contractor or any of its Subcontractors or any contractors directly or indirectly contracting through any of them, and (3) other property at the Site or adjacent thereto, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of the Work. The Contractor shall promptly remedy all damage or loss to any such property caused in whole or in part by the Contractor, any Subcontractor, or anyone directly or indirectly contracted or employed by any of them or by anyone for whose acts any of them may be liable. Without limiting the foregoing, the Contractor shall:
 - (1) post and maintain adequate danger signs and other warnings against hazards;
 - (2) promulgate safety regulations and give appropriate notices to the Awarding Authority and users of adjacent utilities and property;
 - (3) insure the adequate strength and safety of all scaffolding, staging and hoisting equipment, temporary shoring, bracing and tying;
 - (4) protect adjoining private or public property;
 - (5) provide barricades, temporary fences, and covered walkways required by prudent construction practices, Laws and/or the Contract Documents;
 - (6) furnish approved hard hats and other personal protective equipment, furnish approved first aid supplies, furnish the name of the first aid attendant, and maintain a posted list of emergency facilities;
 - (7) provide proper means of access to and egress from property where the existing access/egress is cut off by the Contractor;
 - (8) maintain from the beginning of any darkness or twilight through the whole of every night sufficient lights on or near any obstruction so as to guard and protect travelers from injury from such obstruction;
 - (9) maintain adequate security at the Site so as not to expose the Work and surrounding property to theft, vandalism or malicious mischief;
 - (10) provide adequate fire protection procedures during the use of cutting torches, welding equipment, plumbers' torches and other flame and spark producing apparatus;
 - (11) take prompt action to correct any dangerous or hazardous conditions.
- I. The Contractor shall not use or store explosives in the performance of the Work unless the Contractor first obtains the Awarding Authority's prior written specific Approval. If the Awarding Authority Approves the use or storage of explosives during the performance of the Work, the Contractor shall first comply with all Laws and obtain all

permits, approvals, and certificates required in connection with the same and shall exercise best efforts, including but not limited to, the employment and supervision of properly qualified personnel, to prevent damage, injuries, and accidents involving said explosives.

J. The Contractor shall not permit cutting or welding in or immediately adjacent to existing property of the Awarding Authority or of anyone else without the Awarding Authority's prior Approval in each instance.

15. Debris and Chemical Waste

- A. The CM shall not permit the accumulation of interior or exterior debris. The CM shall keep the Work area clean at all times. Without limitation, garbage shall be removed daily.
- **B.** The CM shall properly classify and remove debris and waste from the Site and transport and dispose of it, all in accordance with Laws, employing a qualified and properly licensed transporter, at any landfill, disposal or recycling facility licensed under applicable Laws, including without limitation, hazardous materials laws. The CM shall make all arrangements and give and obtain all notices, communications, documentation, permits, certificates, and approvals necessary for said disposal from the Owner or officials in charge of such landfills, disposal or recycling facilities. The CM shall bear all fees and costs in connection with such classification, removal, transportation, disposal and storage. The CM shall not permit any storage of debris or waste except in accordance with Laws.
- C. The CM shall not permit any open fire on the Site.
- D. Chemical Waste: Chemical waste shall be stored in corrosion resistant containers, removed from the Site, and disposed of not less frequently than monthly unless more frequently required by Laws, including without limitation hazardous materials laws, or by the Contract Documents. Disposal of chemical waste shall be performed in accordance with requirements of the U.S. Environmental Protection Agency (EPA) and the Massachusetts Department of Environmental Protection (DEP). Disposal of chemical waste should also be coordinated with Division 1 LEED/CHPS requirements. Fueling and lubricating of vehicles and equipment shall be conducted in a manner that affords the maximum protection against spills and evaporation. Lubricants shall be disposed of in accordance with procedures meeting all applicable Laws. The CM shall immediately notify the Designer and Owner of any hazardous materials release large enough to require reporting under applicable Laws. The CM shall be responsible for immediately cleaning up in accordance with Laws any oil or hazardous materials releases resulting from its operations. Any costs or fees incurred, directly or indirectly, in cleaning up any such releases shall be borne by the CM.

16. Weather Protection (M.G.L. c. 149, s. 44G and 44F (1))

The CM shall provide "weather protection," which means temporary protection of that Work adversely affected by moisture, wind and cold. Weather protection shall be achieved by covering, enclosing and/or heating working areas such that a minimum temperature of 40 degrees Fahrenheit is maintained at the working surface during the months of November through March in order to permit construction to be carried on during such period in accordance with the Progress Schedule. After the building or portion

thereof is completely enclosed by either permanent construction or substantial temporary materials having a resistance comparable to the specified permanent construction, the CM shall provide heat therein of not less than 55 degrees F. or more than 75 degrees F. The foregoing provisions do not supersede any specific requirements for methods of construction, curing of materials and the like. Such weather protection shall be consistent with the Progress Schedule, shall permit the continuous progress of the Work necessary to maintain an orderly and efficient sequence of construction operations, shall include one thermometer for every 2,000 square feet of floor space or fraction thereof, shall be subject to the Approval of Owner, shall meet requirements as will be outlined within Division 1, and shall meet such additional requirements as may be specified by Owner and by the Contract Documents.

17. Furnishings and Equipment

When, in the opinion of the Designer, any portion of the Work is in a reasonable condition to receive fittings, furniture, or other property of the Owner not covered by this Contract, the CM shall allow Owner to bring such fittings, furniture, and/or other property into such portions of the Work and shall provide all reasonable facilities and protection thereof. No such occupancy shall be construed as interfering with the provisions relating to time of completion, as constituting an acceptance of the whole or any part of the Work or as evidencing, by itself, Substantial Completion. Any furniture or fittings so installed shall be placed in the Work at the risk of Owner except that the CM shall be liable for damages or losses to such furniture or fittings to the extent such damages or losses arise in whole or in part from the negligence or intentional misconduct of CM, Subcontractors, their agents and/or employees, or anyone for whose acts CM is responsible.

18. Intentionally Omitted

19. Sales Tax Exemption and Other Taxes

All building materials and supplies as well as the rental charges for construction vehicles, equipment and machinery rented exclusively for use on the Site, or while being used exclusively for the transportation of materials for the Work are entitled to an exemption from sales taxes under M.G.L. c. 64H, s. 6(f). The CM shall take all action required to obtain the benefit of such sales tax exemption. The CM shall bear the cost of any sales taxes that CM incurs in connection with the Work and Owner shall not reimburse the CM for any such taxes. The exemption number assigned to the CM as an exempt purchaser shall be provided to the CM by Owner upon the written request of the CM.

20. Final Cleaning

At the completion of the Work, the CM shall remove all waste materials, rubbish, tools, equipment, machinery and surplus materials, and professionally clean all sight-exposed surfaces so that the Work is clean and ready for occupancy. This final cleaning shall be completed in adherence with requirements that will be outlined in Division 1. Subsequent to installation of User Agency furniture, telephones, and equipment, the CM shall provide such additional cleaning as may be necessary to remove any soil resulting from installation of such furniture, telephones and equipment.

21. Maintenance Data

Subject to such additional requirements as may be provided in the Contract Documents, the CM shall compile four complete and identical binders of operating and maintenance data for the entire Work, all of which shall be delivered to the Owner upon Substantial Completion. The maintenance

data shall be coordinated with requirements that will be outlined within Division 1. The CM shall submit record maintenance data to the Designer for approval, shall submit approved maintenance data to Owner, and shall instruct and train the User Agency's personnel in proper inspection and maintenance procedures.

22. Closeout Procedures

The CM shall take all actions and submit all items required for the issuance of the Certificate of Substantial Completion and Final Acceptance that will be specified in Division 1 and the Contract Documents.

23. Risk of Loss

The CM shall bear all risk of loss to the Work during the term of the Contract except for any portion of the Work as to which the Certificate of Agency Use and Occupancy has been issued pursuant to Article VI of these General Conditions of the Contract. Nothing herein shall limit the CM's responsibilities under Article IX or XV of these General Conditions of the Contract.

ARTICLE V MATERIALS AND EQUIPMENT

1. <u>Materials Generally</u>

A. Unless otherwise specifically provided in the Contract Documents, the CM shall provide and pay for materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

The CM shall obtain prior written approval from Owner for permission to store materials or equipment to be incorporated in the Work, for which progress payments will be requested, at off-site locations. Any and all charges for storage, inspection and verification by the Designer and Owner, including insurance, shall be borne solely by the CM. Before approval, Owner may require, without limitation (i) evidence that the off-site location is properly secure, (ii) proper proof of insurance and proof of satisfactory contractual arrangements for transportation to the site, and (iii) a certificate from the CM stating:

- (1) The name of the member of the CM or Subcontractor that leases or owns the warehouse or other storage facility;
- (2) The location of such storage facility, including the storage space; <u>i.e.</u>, the entire premises or certain areas of a warehouse giving the number of floors or portions thereof, and a certification that the CM has visited such location, verified the storage of such material or equipment therein or thereon (including confirmation that the materials or equipment are marked and segregated as provided below), and verified payment of all current storage charges;
- (3) The date(s) on which the material or equipment is first stored at such facility; and
- (4) A description of the materials or equipment stored, including quantities, types, manufacturers and other identification information, such as serial numbers.

The CM shall furnish to Owner, not less often than once per month, a current inventory of all materials or equipment being stored at any off-site location. The CM shall mark each sealed carton or other item with the name of the Project and Owner, and all materials or equipment stored off-site shall be segregated to the extent required by Owner or the Designer. Payment for materials or equipment stored off-site shall be at the reasonable discretion of Owner, taking into account the schedule requirements of the Work. Under no circumstances shall the CM request or receive payment for materials stored outside of the United States. Unless absolutely necessary to expedite construction progress the CM shall not request or receive payment for materials stored off site, and when necessary shall do so only by prior agreement with the owner and if so the materials shall be stored in a location approved by the owner and subject to inspection and verification by the owner. Title to materials or equipment stored off-site shall be transferred at the time at which Owner pays for them, free of any lien or other interest of the Supplier or any other lien or encumbrance. Notwithstanding such transfer of title, the CM shall retain sole care, custody and control of, and shall have complete responsibility for the security and protection of, all materials or equipment included in any Application for Payment which are stored at locations other than the site, and the CM assumes all risk of loss or damage to such materials or equipment, and the CM shall hold harmless Owner from and against all liabilities arising out of or resulting from loss or damage, from any cause, to such materials or equipment for which payment is requested, including liens, security interests or other claims of any kind by Suppliers or other third parties relating to such materials or equipment.

B. Materials and equipment to be installed as part of the Work (both or either of which are hereinafter referred to as "materials") shall be new, unused, of recent manufacture, assembled, and used in accordance with the best construction practices. The CM shall inform itself as to, and shall comply with, the provisions of M.G.L. c. 7, s. 23A, as amended, and shall abide by the same and all applicable rules, regulations and orders made thereunder in relation to the purchase of supplies and materials in the execution of the Work, including the provisions of M.G.L. c.7, s. 22, paragraph 17 which provides that there be "a preference in the purchase of supplies and materials, other considerations being equal, in favor, first, of supplies and materials manufactured and sold within the Commonwealth, and, second, of supplies and materials manufactured and sold elsewhere within the United States."

2. Shop Drawings, Product Data, and Samples

A. The CM shall furnish to the Designer all samples of the materials to be used in the execution of the Work as required by the Contract Documents. The CM shall furnish to the Designer in a timely manner all coordination Drawings, shop details, Shop Drawings, and setting diagrams which may be necessary for acquiring and installing materials. These shall be reviewed as required by the Designer. A minimum of four (4) copies shall be submitted for final approval, one of which shall be returned to the CM, one to the Resident Engineer, one to Owner and one filed with the Designer. The inspection and approval by the Designer of Shop Drawings, etc. shall be general and shall in no way relieve the CM from responsibility for proper fitting, coordinating, construction, and

- construction sequencing. The CM shall furnish to Owner and the Designer such information and vouchers relative to the Work, the materials therefor, and the persons employed thereon, as the Designer shall from time to time request.
- **B.** Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. The purpose of their submission is to demonstrate for those portions of the Work for which submittals are required the way the CM proposes to conform to the information given and the design concept expressed in the Contract Documents.
- C. The CM shall review, approve, and submit to the Designer, Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of Owner or of separate contractors. Submittals made by the CM which are not required by the Contract Documents or which do not comply with the Contract Documents may be returned without action. The CM's attention is directed to the provisions of Section 4 of this Article V and to the Specifications.
- **D.** The CM shall prepare and keep current for the Designer's approval a schedule of submittals which is coordinated with the Progress Schedule and allows the Designer reasonable time to review submittals.
- **E.** The CM shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Designer. Such Work shall be in accordance with Approved submittals.
- **F.** By submitting Shop Drawings, Product Data, Samples and similar submittals, the CM represents that the CM has determined and verified materials, field measurements, and field construction criteria related thereto and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- G. The CM shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Designer's approval of Shop Drawings, Product Data, Samples or similar submittals unless the CM has specifically informed the Designer in writing of such deviation at the time of submittal and Owner has given explicit written approval to the specific deviation. The CM shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Designer's or Owner's actions.
- **H.** The CM shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Designer on previous submittals.
- I. Informational submittals upon which the Designer is not expected to take responsive action may be so identified in the Contract Documents.

- J. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, such certification must be stamped by a registered Massachusetts professional in the discipline required. The Designer shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.
- **K.** Materials furnished or used or employed under the Contract must be equal in quality to the samples furnished and be satisfactory to the Designer.

3. Tests

- A. Any material to be used in the Work may be tested or inspected at any time by the Designer with an independent testing company with the prior Approval of Owner and may be rejected if it fails to comply with specified tests. Owner shall pay for all testing of specified material. If the CM requests permission to use a material that was not specified, then the CM shall pay for such testing. The cost of testing of any materials that fail the testing criteria shall be borne by the CM.
- **B.** The CM shall notify the Designer and Owner of the proposed sources of materials in time to permit all required testing and inspection before the material is needed for incorporation into the Work. The CM shall have no claim arising from CM's failure to designate the proposed source or to order the material in time for adequate testing and inspection. Necessary arrangements shall be made to permit the Designer to make factory, shop or other inspection of materials or equipment ordered for the Work in process of manufacture or fabrication, or in storage elsewhere than the Site.

4. "Or Equal" Submissions

- A. Where products or materials are prescribed by manufacturer name, trade name, or catalog reference, the words "or Approved equal" shall be understood to follow. An item shall be considered equal to the item so named or described if in the opinion of the Designer and Owner (a) it is at least equal in quality, durability, appearance, strength and design, (b) it performs at least equally the function imposed in the general design for the Work, and (c) it conforms substantially, even with deviations, to the detailed requirements for the items as indicated by the Specifications. Any changes in the work made necessary to accommodate products or materials substituted as an "or equal" shall be at the expense of the CM. "Approved equal" shall mean an item with respect to which Owner shall have issued a written statement to the CM to the effect that the item is, in Owner's opinion, equal within the meaning of this paragraph to that prescribed in the Contract Documents.
- **B.** The CM shall be responsible for providing the Designer with any information and test results that the Designer reasonably requires to determine whether or not a material is equal to a material named or described in the Contract Documents.
- C. Whenever the CM submits a material for approval as a substitute for a material named or described in the Contract Documents, such submission shall be made at least one hundred twenty (120) days prior to the date the materials will be used in the Work. In no event shall the CM maintain a claim for delays based upon the Designer's review of such substituted

materials if the CM has failed to comply with the one hundred twenty (120) day submission requirement.

5. Delivery and Storage of Materials; Inspection

- A. Materials and equipment shall be progressively delivered to the Site so that there will be neither delay in the progress of the Work nor an undue accumulation of materials that are not to be used within a reasonable time and so that their security, quality, and fitness of the materials for the Work is preserved.
- **B.** Materials stored off Site shall be insured and stored at the expense of the CM so as to guarantee the preservation of their security, quality and fitness for the Work. Without derogating from the CM's responsibilities in the previous sentence, when necessary to avoid deterioration or damage, material (on or off Site) shall be placed on wooden platforms or other hard clean surfaces and not on the ground and shall be properly protected.
- C. Expenses for inspection of material by the Designer and/or Owner personnel including travel, quarters, and subsistence shall be borne by the contractor requesting the inspection of material stored outside the Commonwealth of Massachusetts as part of the Contract Price. The policy of Owner precludes the payment for material stored outside the boundaries of Massachusetts except in extremely limited circumstances with the express written consent of Owner. If the CM requests an inspection of material stored outside the Commonwealth of Massachusetts, Owner will initially pay for all expenses of inspecting the material incurred by the Designer and/or Owner's personnel including travel, quarters, and subsistence. Owner will then give CM an invoice for those costs and the CM shall submit a credit Change Order for the amount of those expenses.
- **D.** Stored materials either at the Site or at some other location agreed upon in writing shall be so located as to facilitate prompt inspection and even though approved before storage, may again be inspected prior to their use in the Work.
- **E.** All storage sites shall be restored to their original condition by the CM at the CM's expense.
- F. The CM shall take charge of and be liable for any loss of or injury to the materials for its use delivered to or in the vicinity of the place where the Work is being done, whether furnished by the Owner or otherwise; the CM shall notify the Designer as soon as any such materials are so delivered, allow them to be examined by the Designer, and furnish workers to assist therewith.

6. <u>Defective</u>, <u>Damaged</u>, or <u>Deteriorated Materials and Rejection Thereof</u>

The Designer may reject materials if the Designer reasonably determines that such materials do not conform to the Contract Documents in any manner, including but not limited to materials that have become damaged or deteriorated from improper storage whether or not such materials have previously been accepted. The CM, at its own expense, shall remove rejected materials from the Work. No rejected material, the defects of which have been subsequently corrected, shall be used except with the written permission of the Designer. Should the CM fail to remove rejected material within a reasonable time, Owner may, in addition to any other available remedies, remove and/or

replace the rejected material, and deduct the cost of such removal and/or replacement from any moneys due or to become due the CM. No extra time shall be allowed for completion of Work by reason of such rejection. The inspection of the Work shall not relieve the CM of any of its obligations herein prescribed, and any defective Work shall be corrected. Work not conforming to the Contract Documents may be rejected notwithstanding that such Work and materials have been previously overlooked or misjudged by the Designer and accepted for payment. If the Work or any part thereof shall be found defective at any time before Final Acceptance of the whole Work, the CM shall forthwith make good such defect in a manner satisfactory to the Designer. Nothing in the Contract shall be construed as vesting in the CM any property rights in the materials used after they have been attached or affixed to the Work or the Site; but all such materials shall upon being so attached or affixed become a property of the Owner.

ARTICLE VI PROSECUTION AND PROGRESS

1. Beginning, Progress Schedule, and Completion of Work

- **A.** The Contract time shall commence upon the date specified and in accordance with any conditions in the Notice to Proceed.
- **B.** Prior to the submission of the first progress payment, CM shall submit and Owner shall approve a Progress Schedule which complies with the requirements of specification section 013100. Upon Approval by Owner, said schedule shall constitute the Progress Schedule. The CM shall comply with all requirements of said section 013100.
- C. Time is of the essence of this Contract. The Work shall be completed within the time specified in the Owner-CM Agreement. Should the CM require additional time to complete the Work, the CM shall document the reasons therefore and submit a written request for an extension of time within 20 days of the occurrence of the event alleged to be the cause of the delay, as provided in this Article and in Article VII of these General Conditions of the Contract. Failure to submit said written request within the time required by the preceding sentence shall preclude the CM from subsequently claiming any time extension due to said delay.
- **D.** If, in the opinion of the Designer or Owner, the CM fails to comply with the Progress Schedule, Owner may give the CM a written notice to that effect, whereupon:(1) the CM shall, if the notice requires, discontinue all or any portion of the Work (which discontinuance shall neither terminate the Contract nor give the CM any claim for an increase in the Contract Price, damages, or an extension of any completion deadlines); or (2) at CM's sole cost, increase the work force, equipment and plant, or any of them, employed on the whole or any part of the Work, to the extent required by such notice, and employ the same from day to day until the completion of the Work or such part thereof, or until the failure regarding the rate of progress, in the opinion of the Designer or Owner, shall have been sufficiently corrected.
- **E.** If, in the opinion of Owner, the CM fails to comply with the Progress Schedule, and whether or not Owner shall have given the CM a notice described in D above, Owner

may (but shall not be required to) give the CM written notice of such failure and five (5) days to cure the same. Unless the CM shall within that five days take all necessary steps to do so (including, if Owner requires, increasing its forces, equipment and plant) and continue to do so until in the opinion of Owner the failure is corrected, Owner may at the CM's expense and without terminating this Contract take exclusive or joint possession of all or a portion of the Site and employ and direct the labors of existing or such additional forces, equipment and plant as may in the Designer's or Owner's opinion be necessary to insure the completion of the Work or such part thereof within the time specified in the Contract Documents or at the earliest possible date thereafter. Owner may exercise its rights under this Article at any time and from time to time without waiving any of its rights under this Contract, at law or in equity, including, without limitation, the right to deem this Contract terminated or to order the CM to discontinue the Work at any time thereafter. The CM shall continue to perform the remaining Work under this Contract even if Owner elects to have another contractor perform a portion of the Work under this Article.

F. Owner shall deduct the cost of any actions Owner takes under this Article from any amount then due or which might have become due to the CM under this Contract had the CM performed as required. On demand, the CM shall pay Owner any amount by which the cost of completing all or any portion of the Work exceeds the amount attributable to that Work under the Contract Documents. Owner's sole goal will be to complete the Work that it elects to complete within the time limits stated in the Contract or at the earliest possible date thereafter. Consequently, Owner shall have no obligation to obtain competitive bids or the lowest cost for completing the Work or any part thereof, except when it is required by law. Owner's election to complete all or part of the Work shall not release the CM from any liability for failure to complete the Work as the Contract Documents require, and shall not entitle the CM to a claim for an increase in the Contract Price or an extension of the time for completing the Work. If the cost that Owner incurs in completing all or any portion of the Work is less than the amount that the Contract Documents attribute to that Work, Owner will pay or credit the difference to the CM, less any other costs and expenses that Owner incurs, including the cost of supervision, and the Designer's and attorneys' fees and costs.

2. Failure to Complete Work on Time - Liquidated Damages

A. As specified in Section 4.4 of the Owner - CM Agreement, Owner has determined that its damages as a result of CM's failure to complete the Work to the point at which it qualifies for the issuance of a Certificate of Substantial Completion formally issued by the Building Inspector will be difficult or impracticable to ascertain. Accordingly, if the Work is not completed to such point by the date specified in this Contract, the CM shall pay to Owner the sum designated as liquidated damages in the Contract for each and every calendar day that the CM is in default in completing the Work to such point. Such moneys shall be paid as liquidated damages, not as a penalty, to cover losses and expenses to Owner and/or the User Agency resulting solely from the fact that the Work is not completed on time.

- **B.** Similarly, if the Contract states that by a specified date a designated portion of the Work shall be prosecuted to the point at which it qualifies for the issuance of a Certificate of Use and Occupancy formally issued by the Building Inspector, and if such portion has not been prosecuted to such point by said date, the CM shall pay to Owner the sum designated in the Contract for each calendar day that the CM is in default in completing such portion of the Work to such point. Such moneys shall also be paid as liquidated damages not as a penalty, to cover losses and expenses to the Owner resulting solely from the fact that the Work is not completed on time.
- C. Owner may recover such liquidated damages by deducting the amount thereof from any moneys due or that might become due the CM, and if such moneys shall be insufficient to cover the liquidated damages, then the CM or the Surety shall pay to Owner the amount due.
- **D.** Permitting the CM to continue and finish the Work or any portion of it after the time fixed in the Contract for its completion shall not be deemed as a waiver of any of the Owner's rights hereunder, at law or in equity.
- E. Liquidated damages or a portion thereof may be waived by Owner if the CM submits evidence satisfactory to Owner that the delay was caused solely by conditions beyond the control of the CM and that Owner has not suffered any damages as a result of said delay.
- **F.** Failure by Owner to specify a sum as liquidated damages in the Owner-CM Agreement, or the insertion of "N/A" or "none" in the space provided therein for liquidated damages, shall not be deemed a waiver of Owner's right to recover actual damages arising from the CM's failure to complete the Work on time.

3. Delays; Statutory Provisions (M.G.L. c. 30, s. 390)

- A. Notwithstanding any provision of this Contract to the contrary, except as otherwise provided by law as set forth in paragraph B below, the CM shall not be entitled to increase the Contract Price or to receive damages on account of any hindrances or delays, avoidable or unavoidable; but if any delay is caused in the opinion of Owner, by Owner, the CM shall be entitled to an extension of time. The length of the extension shall be sufficient in the opinion of Owner for the CM to complete the Work. Although no delay shall increase the Contract Price, the Owner may require that any change in the date by which the CM must complete all or any part of the Work be processed on a standard Change Order form.
- **B.** If a suspension, delay, interruption or failure to act of Owner increases the cost of performance to any Subcontractor, that Subcontractor shall have the same rights against the CM with respect to such increase as the CM shall have against Owner by virtue of (a) and (b) of M.G.L. c. 30, s. 390 set forth below, but nothing in provisions (a) and (b) shall alter any other rights which the CM or the Subcontractor may have against each other. As used in the statutory language of (a) and (b) below, "contract" means this Contract, "general contractor" means the CM and "Awarding Authority" means Owner:

- "(a) The Awarding Authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the Awarding Authority; provided, however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the Awarding Authority to act within the time specified in this contract, the Awarding Authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the Awarding Authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.
- (b) The general contractor must submit the amount of a claim under provision (a) to the Awarding Authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and except for costs due to a suspension order, the Awarding Authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the Awarding Authority in writing of the act or failure to act involved in the claim."

4. Use and Occupancy Prior to Final Acceptance

- **A.** The CM agrees to the use and occupancy of the Project or any portion thereof before Final Acceptance of the Work by Owner.
- **B.** Owner and the User Agency will cooperate with the CM with respect to the completion of the Work by taking such reasonable steps as may be possible to avoid interference with the CM's Work provided that they do not interfere with the proper functioning of the facility.
- C. The CM shall not be responsible for wear and tear or damage resulting solely from temporary occupancy.
- **D.** Use and occupancy of any part of the Work prior to Final Acceptance by Owner shall not relieve the CM from maintaining the required payment and performance bonds and insurance (to the extent that insurance is required to be maintained after Substantial Completion) required by this Contract.

5. Certificate of Substantial Completion

- **A.** When the Work, or portion thereof which Owner agrees to accept separately has reached the state of Substantial Completion as shown on an Approved payment request, the CM shall develop, with the participation of the Designer and Owner, the Punch List identifying those items of unfinished or unacceptable Work that remain to be performed or corrected under the Contract.
- **B.** Before the Work shall be deemed completed to the point where it is ready for the issuance of a Certificate of Substantial Completion, the CM shall:

- 1. Provide CM's proposed Punch List containing a statement of the reason for each item listed thereon;
- 2. Advise Owner of proposed changes in insurance in accordance with the provisions of this Contract, and provide to Owner evidence of CM's Completed Operations insurance coverage to the extent required by the Contract Documents;
- 3. Execute and submit a notarized warranty on a form provided by Owner meeting the requirements of Article IX of these General Conditions of the Contract, to commence upon the date of the issuance of the Certificate of Substantial Completion for the Work or the designated portion thereof, unless otherwise provided in the Certificate of Substantial Completion;
- 4. Submit signed special warranties and warranties of longer than one year as required by the Contract Documents;
- 5. Submit signed maintenance agreements for all portions of the Work specified to receive maintenance after the issuance of the Certificate of Substantial Completion formally issued by the Architect;
- 6. Submit all preliminary record Drawings and documents and required data in the format required by the Contract Documents;
- 7. Complete all items required to be completed by the Inspection Services Department and obtain a Certificate of Occupancy from the Inspection Services Department and similar releases which permit the User Agency and Owner full and unrestricted use of the areas claimed to be ready for occupancy;
- 8. Deliver specified maintenance stocks of materials, required spare parts, and all special tools furnished by manufacturers to persons designated by Owner and obtain written receipts for same;
- 9. Make final changes of lock cylinders or cores and advise Owner of the change of project security responsibility;
- 10. Complete start-up of systems and instruct User personnel on proper operation and routine maintenance of all systems and equipment; notify Owner that start-up and instruction have been completed;
- 11. Remove all remaining temporary facilities that are no longer needed, surplus materials, and debris; (the CM shall not remove construction offices and trailers without the prior Approval of Owner);
- 12. Submit final utility meter readings and similar information and advise the User Agency and Owner of the change of responsibility for utility charges and payments upon the issuance of the Certificate of Use and Occupancy, formally issued by the Building Inspector;
- 13. Complete final clean-up of all Work, restoration of damaged finishes, and replacement of all damaged and broken glass not listed on the CM's Punch List.
- 14. Complete such other items as may be called for in the Contract Documents, if any, or in the Specifications.
- C. After completing the items specified in subsection B above, the CM shall make a written request for the Designer's inspection for a Certificate of Substantial Completion in accordance with the Contract Documents. The Designer shall review the submittals and the Work and shall either 1) sign a Certificate of Substantial Completion or 2) notify the CM of incomplete and/or incorrect Work that must be completed and corrected prior to

the issuance of the Certificate of Substantial Completion. The Designer shall notify the CM of any additions to the Punch List. In connection with the execution of the Certificate of Substantial Completion the Designer shall assign dollar values to each item on the Punch List. Failure to include any incomplete or defective item on the Punch List shall not relieve the CM of the obligation to complete all Work in accordance with the Contract Documents.

6. Final Acceptance of the Work

- A. Prerequisites for Final Acceptance. After the issuance of a Certificate of Substantial Completion, formally issued by the Building Inspector, for the entire Work, and after the CM has completed all of the Work required by this Contract, including Change Orders and Punch List Items, the CM shall submit the following completed items to Owner together with such additional items as may be specified in the Contract Documents:
 - 1. A completed Final Application for Payment showing a final accounting of all changes in the Work, on the form provided by Owner.
 - 2. Certification and satisfactory evidence that all taxes, fees, and similar obligations have been paid.
 - 3. Consent of the Surety to Final Payment executed by applicable bonding companies.
 - 4. Certified copy of the Punch List stating that the CM has completed or corrected every item listed.
 - 5. Evidence of CM's continuing Completed Operations Insurance coverage to the extent required by the Contract Documents.
 - 6. All final record Drawings and documents in the forms specified by the Contract Documents.
 - 7. A notarized certification that all purchases made under the tax exemption certificate were legitimate and entitled to exemption.
 - 8. Written certifications from the Inspection Services Department and the Designer to the effect that: a) the Work has been inspected for compliance with the Contract Documents and has satisfied the Inspection Services Department; b) all equipment and systems included in the Work have been tested in the presence of the Designer and are operational and satisfactory; c) the Work is completed and ready for final inspection.
 - 9. Such other items as may be required by the Contract Documents.
- **B.** Re-inspection; Final Acceptance. After notification from the CM that all remaining contract exceptions, omissions and incompletions have been completed (with the exception of CM's continuing warranty, insurance, indemnification, and such other obligations as are intended by the terms of the Contract Documents to extend beyond the date of Final Acceptance), Owner and the Designer shall inspect the Work to verify the completion of the same. If the Work is satisfactory, Owner shall prepare a Certificate of Final Acceptance or shall notify CM of items which remain to be completed prior to Final Acceptance.

7. One-Year Warranty Repair List and Inspection

Approximately 30 days prior to the expiration of the comprehensive one-year warranty period, the CM shall schedule an appointment with Owner for a re-inspection of the Work with Owner, and

shall thereafter inspect the work at the time scheduled. Based on this inspection and on prior inspections, Owner shall issue a "Warranty Repair List" of items to be corrected by the CM. The CM shall make the repairs and/or replacements listed within 30 days of the issuance of the Warranty Repair List unless otherwise agreed by Owner in writing. If the CM fails to schedule such re-inspection, the one-year warranty period will be extended until the date that is 30 days after such re-inspection actually occurs. The one-year warranty period commences from date of final Acceptance of the completion of the entire Project. The CM shall also provide the Owner with a list of items that have extended warranties (beyond a one-year warranty period).

ARTICLE VII CHANGES IN THE WORK

1. Change Orders Generally

- A. No changes in the Work, the Contract Price, the Substantial and Final Completion dates, or any other provision of an Approval by Owner of the Contract Documents shall be made in absence of a Change Order as defined in Article I of these General Conditions of the Contract, directing the CM to perform such changes. Any request for a change in the provisions of this Contract submitted by the CM must be made in writing and in accordance with the provisions of this Contract, including the procedures of Owner.
 - **B.** A request for a change in the provisions of this Contract may be submitted to Owner by the CM, Designer, Resident Engineer or User Agency. The request must be made in writing and in accordance with the provisions of this Contract, Laws, and the procedures of Owner. When the CM believes that an event or circumstance gives rise to an adjustment in the Contract Price and/or the Contract Time it shall submit a request for a change order in accordance with the forms and procedures required by Owner.
 - C. A written directive (sometimes called a Notice to Proceed or a Notice of Intent) may be issued by Owner instructing the CM to make changes in the Work within the scope of the Contract, including but not limited to, changes in: (1) the Plans and Specifications; (2) the method or manner of performance of the Work; (3) the Owner-furnished facilities, equipment, materials, services or Site; or (4) the schedule for performance of the Work.
 - **D.** The CM shall immediately perform any changes in the work that are ordered by Owner.
 - E. Whenever a Change Order or written directive will cause a change in the CM's cost, the CM or Owner may request an adjustment in the Contract Price. Such request shall be in writing and shall be submitted by the party making such claim to the other party before commencement of the pertinent work or as soon thereafter as possible.
 - F. Owner and the CM shall negotiate in good faith an agreement on an equitable adjustment in the Contract Price, and/or time if appropriate, before commencement of the pertinent work or as soon thereafter as is possible. In the absence of an agreement for an equitable adjustment, Owner shall unilaterally determine the costs attributable to the change and provide the CM with a written notice to that effect. The CM may appeal the decision of

- Owner within thirty (30) days of receipt of said notice, to the Owner or its designee, and the CM shall have the right to such further appeal as is provided in M.G.L. c.30, s. 39Q.
- G. During the negotiation of an equitable adjustment in the Contract Price, the CM shall, if requested, provide Owner with all cost, pricing data and any other information or documentation used by it in computing the amount of the equitable adjustment, and the CM shall certify that the pricing data used was accurate, complete, current and reasonable. If Owner subsequently determines that the data submitted by the CM was incomplete, incorrect, not current, or unreasonable, Owner may exclude such data from consideration under the equitable adjustment request.
- H. Whenever the Construction Manager is entitled or believes it is entitled to a Change Order adjusting the Contract Price, the Construction Manager shall maintain separate accounts (by job order or other suitable accounting procedure) of all costs incurred and attributable to such work. The Construction Manager shall maintain a computerized accounting system, acceptable to Owner, in which current information as to the status of all such work is maintained. The Construction Manager shall maintain such contemporaneous records as are necessary to provide a clear distinction between the costs of all Change Order Work and proposed Change Order Work, and the costs of other Work.
- I. Notwithstanding any provisions in the Contract Documents to the contrary, no additional General Conditions Cost shall be due for any Change Order or portion of a Change Order resulting from or attributable to:
 - 1) Substitutions of equipment or materials which are functionally similar to equipment or materials specified in the Contract Documents; or
 - 2) Sales and use taxes.
 - 3) Increases in the cost of allowance items.

2. Methods of Computing Equitable Adjustments

- **A.** Equitable adjustments in the Contract Price shall be determined according to one of the following methods, or a combination thereof, as determined by Owner:
 - 1) fixed price basis,
 - estimated lump sum basis to be adjusted in accordance with Contract unit prices or other agreed upon unit prices provided that the unit prices shall be inclusive of all costs related to such equitable adjustment;
 - 3) time and materials basis to be subsequently adjusted on the basis of actual costs (but subject to a predetermined "not to exceed limit") calculated as follows: the direct cost (or credit) for labor at the minimum wage rates established for this Contract pursuant to M.G.L. c. 149, s 26-27H, and the direct cost for material and use of equipment;
 - plus (or minus) the cost of Workmen's Compensation Insurance, Liability Insurance, Federal Social Security and Massachusetts Unemployment Compensation, or as an alternative the CM may elect to use a flat 30% of the total labor rate plus an allowance equal to 15% of the amount of direct cost above for General Conditions, overhead,

superintendence, fee, and profit; (5% of the allowance shall be paid to the CM and the Subcontractor shall be paid 10% of the Allowance).

plus (or minus) the actual direct additional premium costs and expenses incurred as a result of collective bargaining agreements or other agreements between organized labor and employers, and plus (or minus) the actual direct premium cost of payment and performance bonds required of CM and Trade Subcontractors for this Contract.

- **B.** If the net change is an addition to the Contract Price, it shall include the CM's overhead, superintendence and profit. On any change that involves a net credit, no allowance for overhead, superintendence and profits shall be included. For any change that does not include labor performed or materials installed in the Project, there will be no markup for the CM's or Subcontractor's overhead, superintendence, and profit, even though there may be a net increase in the Contract Price. Charges for small tools known as "tools of the trade" are not to be computed in the amount of any change in the Contract Price.
- C. Adjustments in Subcontractors made under the provisions of the Procedure for Award of Subcontracts shall not be considered Change Orders and shall not entitle the CM to any adjustments for overhead, profit, and superintendence, although Owner may require that such Contract adjustments be processed on standard Change Order and equitable adjustment forms.
- **D.** The CM and its Subcontractors are required to anticipate annual updated minimum wage schedules in accordance with M.G.L. c. 149, § 27 and shall not be entitled to claim additional compensation for base bid contract Work due to updated minimum wage schedules.

3. Work Performed under Protest

The CM agrees to perform all Work as directed by Owner, and if the Owner determines that certain Work that the CM believes to be or to warrant a Change Order under this Article does not represent a change in the Work, the CM shall perform said Work. The CM shall be deemed to have concurred with the Owner's determination as aforesaid unless the

CM shall perform Work under protest in compliance with the following sub-paragraphs (1) and (2) below:

- 1) If the CM claims compensation for a change in the Work that is not deemed by the Owner to be a change or to warrant additional compensation as claimed by the CM, the CM shall on or before the first working day following the commencement of any such work or the sustaining of any such damage submit to Owner a written statement of the nature of such work or claim. The CM shall not be entitled to additional compensation for any work performed or damage sustained for which written notice is not given within the time limit specified in the preceding sentence, even though similar in character to work or damage with respect to which notice is timely given.
- 2) On or before the second working day after the commencement of such work or the sustaining of such damage, and daily thereafter, the CM shall file to the extent possible with the Owners Project Manager, the Designer, and Owner, itemized statements of the details and costs of such work performed or damage sustained. The CM shall submit to the Owner's Project Manager a Daily Time and Materials Report

Form to record all labor and material used. If the CM shall fail to provide and submit such statements to the extent possible, then the CM shall not be entitled to additional compensation for any such work or damages.

4. False Claims, Statutory Provisions Regarding Changes

A. Criminal Penalties: The CM's attention is directed to M.G.L. c. 30, s. 39I which provides criminal penalties for unauthorized deviations from the Plans and Specifications, and to M.G.L. c. 30, s. 39J and M.G.L. c. 7, s. 42E-42I. The CM's attention is also directed to M.G.L. 266, s. 67B which provides criminal penalties for false claims by Contractor under this Contract:

"Whoever makes or presents to any employee, department, agency or public instrumentality of the commonwealth, or of any political subdivision thereof, any claim upon or against any department, agency, or public instrumentality of the commonwealth, or any political subdivision thereof, knowing such claim to be false, fictitious, or fraudulent, shall be punished by a fine of not more than ten thousand dollars or by imprisonment in the state prison for not more than five years, or in the house of correction for not more than two and one-half years, or both."

B. Differing Site Conditions (M.G.L. c. 30, s. 39N):

"If, during the progress of the work, the contractor or the Awarding Authority discovers that the actual subsurface or latent physical conditions encountered at the Site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing Site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly."

C. Timely Decision By Owner (M.G.L. c. 30, s. 39P): "Every contract subject to section thirty-nine M of this chapter or section forty-four A of chapter one hundred forty-nine which requires the Awarding Authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the Awarding Authority, the official, architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision

cannot be made within the thirty day period and the date by which the decision will be made."

ARTICLE VIII PAYMENT PROVISIONS

1. Schedule of Values

Before submission of the first request for payment under this Contract, the CM shall submit to Owner a schedule of values for its Approval, which shall include all preconstruction activities as well as all construction activities and shall be in sufficient detail to reflect the various preconstruction activities and the major components of each construction trade (with relevant Subcontractors as well as MBE/WBEs noted), including quantities when requested, aggregating the GMP with detail for the CM Contingency and divided so as to facilitate payments for work under each section of the Specifications. The schedule shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. When approved by the Owner, it shall constitute the Schedule of Values and shall be used only as a basis for the CM's requests for payments and credits, the first of which payments shall not be made until such Schedule of Values is approved by Owner.

2. Payment Liabilities of CM

- **A.** The CM shall pay to Owner all expenses, losses and damages, as determined by Owner, incurred in consequence of any default, defect, omission or mistake of the CM or his employees or Subcontractors or the making good thereof.
- **B.** If the Work (or a portion thereof) is not completed to Substantial Completion and the CM has not satisfied the requirements for the issuance of a Certificate of Use and Occupancy by the Building Inspector in accordance with Article VI, Section 5 of these General Conditions, by the date specified in the Owner-CM Agreement, the CM shall pay to the Owner liquidated damages as provided in Article VI, Section 2 of these General Conditions of the Contract.

3. Retention of Moneys by Owner

A. Owner may keep any moneys which would otherwise be payable at any time hereunder, and apply the same, or so much as may be necessary to (1) cover the Owner 's expenditures for the CM's account, (2) secure Owner's remedies against the CM for the CM's breach of its obligations under this Contract or the breach of any person performing any part of the Work and (3) reimburse for any expenses, losses or damages incurred by Owner or any agency of the Commonwealth as a result of the failure of the CM to perform its obligations hereunder. Owner may retain, until all claims are settled, such moneys as Owner estimates to be the fair value of Owner's claims against the CM, and of all claims for labor performed or furnished and for materials used or employed in or in connection with the Work and for the rental of vehicles, appliances and equipment employed and for the employment of substitute contractors and labor in connection with the Work filed in accordance with M.G.L. c. 30, s. 39A and s. 39F. Owner may make such settlements and apply thereto any moneys retained under this Contract.

- В. The CM shall each week examine all claims so filed, and if the same are in any respect incorrect or do not correctly show the amount due from the CM to the claimant for such labor and materials, the CM shall forthwith file with Owner a separate written statement of all inaccuracies in each claim and of the correct amount due from the CM to each claimant therefor, and shall immediately file a statement of all payments thereafter made to such claimants. Each such statement shall be sworn to and contain a detailed breakdown required by M.G.L. c. 30 s. 39F (d) and (e). Unless such statements are so filed by the CM the amount shown by the claims filed shall at the option of Owner be conclusively deemed to be the accurate amount due from the CM therefor in all accounting with Owner. If the moneys retained under this Contract are insufficient to pay the sums found by Owner to be due under the claims for labor and materials filed as aforesaid, Owner may, at its discretion, pay the same, and the CM shall repay to Owner all sums paid out. Owner may also at its discretion use any moneys retained, due or to become due under this Contract, for the purpose of paying for both labor and materials used or employed in the Work for which claims have not been filed with Owner.
 - C. No moneys retained under the provisions of this Article shall be held to be statutory security for the payment of claims filed in accordance with the provisions of M.G.L. c. 149, s. 29, as amended, for which security is provided by bond.

4. Applications for Payment

- The CM shall, once in each month on the day of the month corresponding to the day of the month specified in the Notice to Proceed referenced in Article 2 of the Owner - CM Agreement, on forms provided and in the manner prescribed by the Awarding Authority, submit to the Awarding Authority a statement showing the total amount of Work done to the time of such estimate and the value thereof as approved by the Resident Engineer and the Designer. It shall be the sole responsibility of the CM to deliver or cause to be delivered to the Owners Project Manager (the "designee" as provided by M.G.L. c. 30, s. 39K), said periodic estimate in proper form, approved as provided above and arithmetically correct. All periodic estimates shall contain such certifications and other evidence supporting the CM's right to payment as the Awarding Authority may require, including without limitation, lien waivers and other evidence, on such forms as the Awarding Authority may require, establishing that title to the equipment or materials is unencumbered and has been transferred to the Owner. The CM shall include in such periodic estimate only such materials as are incorporated in the Work, except as provided in paragraph C below. The Awarding Authority shall retain five percent of such estimated value as part security for the completion of the Work and shall pay to the CM while carrying on the Work the balance not retained as aforesaid, subject to the Approval of the Awarding Authority after deducting there from all previous payments and all sums to be kept under the provisions of this Contract.
- **B.** Each periodic estimate shall constitute the CM's representation that (1) the payment then requested to be disbursed has been incurred by the CM on account of the Work and is justly due to Subcontractors or, to the CM in the case of other Work performed by the CM on account thereof, (2) the materials, supplies and equipment for which Application for

Payment is being submitted have been installed or incorporated into the Work or have been stored at the Site or at such off Site storage locations as the Awarding Authority shall have Approved, (3) the materials, supplies and equipment are insured in accordance with the provisions of this Contract, (4) the materials, supplies and equipment are owned by the Owner and are not subject to any liens or encumbrances, (5) the Work which is the subject of such periodic estimate has been performed in accordance with the Contract Documents and (6) that all due and payable bills with respect to the Work have been paid to date or shall be paid from the proceeds of such periodic estimate. The CM's attention is directed to the criminal penalties for false claims referenced in §4.A. of Article VII above.

- C. The CM may not include in periodic estimates or Applications for Payment the cost of any materials stored outside of the continental United States. The CM may include in a periodic estimate or Application for Payment the value of materials or equipment delivered at the Site (or delivered to a location other than the factory or warehouse of the manufacturer or supplier and agreed to in writing in advance), and only upon delivery to the Awarding Authority of all of the following: (1) an acceptable transfer of title on the form provided by the Awarding Authority; (2) written certification by the CM (or applicable subcontractor) on the form provided by the Awarding Authority that the CM (or the Subcontractor which executed the transfer of title) is the lawful owner and that the materials or equipment are free from all encumbrances, accompanied by receipted invoices or other acceptable proof of prior payment for such materials; and (3) a stored materials insurance binder that covers the materials for which payment is requested, and that names the Owner as an insured party should the stored materials be subjected to any casualty, loss, or theft prior to their inclusion in the Work. The material(s) or equipment must, in the judgment of the Designer (1) meet the requirements of the Contract, including prior shop drawing, product data, and sample Approval, (2) be ready for use, and (3) be properly stored by the CM and be adequately protected until incorporated into the Work. See also Article V.5.C of these General Conditions of the Contract concerning the cost of inspections.
- **D.** The Awarding Authority may make changes in any periodic estimate submitted by the CM in accordance with M.G.L. c.30, s. 39K (see below) and the payment due shall be computed in accordance with the changes so made. The provisions of said section 39K shall govern payments on which the Awarding Authority has made changes.
- **E.** No certificate for payment and no progress payment shall constitute acceptance of Work that is not in accordance with the Contract Documents.
- **F.** The CM and all Subcontractors furnishing labor on this Contract agree to furnish certified payroll reports if requested to do so, at no additional expense to the Awarding Authority. The Awarding Authority may at all reasonable times audit such reports.

5. Periodic Payments (M.G.L. c. 30, s. 39K)

The Awarding Authority shall make payment to the CM in accordance with M.G.L. c. 30, s. 39K

6. Payment of Subcontractors (M.G.L. c. 30, s. 39F)

The CM shall make payments to Subcontractors in accordance with M.G.L c.30, s. 39F. For the purposes of this Contract, the word "forthwith" appearing in paragraph (1) (a) of that section shall be deemed to mean "within five (5) business days."

7. Final Payment; Release of Claims by CM

Upon Final Acceptance of the Work the CM shall be entitled to payment of the balance of the Contract Price. Final payment shall be as provided in this Article above and in accordance with any process set forth in the Contract Documents. The CM agrees to execute a Certificate of Final Inspection, Release (with CM's own exceptions listed thereon) and Acceptance as a condition precedent to Final Payment. The acceptance by the CM of the Final Payment made as aforesaid, or the execution of the Certificate of Final Acceptance by the CM, shall constitute a release of the Owner, the Designer, and every member and agent of either of them, from all claims of and liability to the CM for anything done or furnished for or relating to the Work, or for any act or neglect of the Owner, the Designer, or of any person relating to or affecting the Work, except the claim against the Owner or the Designer for the remainder, if any there be, of the amounts set forth by the CM in the Certificate of Final Inspection, Release and Acceptance. Final Acceptance shall not relieve CM of the requirements of Articles IX, XIV, and XV of these General Conditions of the Contract, or of other provisions of this Contract, to the extent that the same are intended to survive Final Acceptance.

ARTICLE IX GUARANTEES AND WARRANTIES

1. General Warranty

If at any time during the period of one (1) year from the date of the issuance of Final Acceptance of the entire project, any part of the Work shall in the reasonable opinion of Owner be defective or require replacing or repairing, or damage to other property of the Owner is caused by any defect in the Work, Owner shall notify the CM in writing to make the required repairs or replacements and repair such damage. If the CM shall neglect to commence such repairs or replacements to the satisfaction to Owner within ten (10) days from the date of the giving of such notice, then Owner may employ other persons to make the same. The CM agrees, upon demand, to pay to Owner all amounts which it expends for such repairs, replacements, and/or damages. During this one-year guarantee period, any corrective work shall be performed under all the applicable terms of this Contract, and if Change Orders are issued in accordance with the terms of this Contract, the CM shall be entitled to compensation for special insurance, as required. This one-year guarantee shall not limit any express guaranty or warranty provided elsewhere in the Contract.

2. Special Guarantees and Warranties

- **A.** The CM's obligation to correct Work as set forth in paragraph 1 above is in addition to, and not in substitution of, such guarantees or warranties as may be required in the various sections of the Specifications.
- **B.** Guarantees and warranties required in the various sections of the Specifications must be delivered to the Designer before final payment to the CM may be made, or in the case of

guarantees and warranties which originate with a Subcontractor's section of the Work, before final payment for the amount of that sub-trade or for the phase of Work to which the guarantee or warranty relates.

- **E.** The failure to deliver a required guarantee or warranty shall constitute a failure to fully complete the Work in accordance with the Contract Documents.
- **F.** Special guarantees and warranties shall extend to (1) year from the date of the issuance of Final Acceptance of the entire Project.

ARTICLE X MISCELLANEOUS LEGAL REQUIREMENTS

1. CM to be Informed

The CM shall inform itself of all existing and future Laws in any manner affecting those engaged or employed in the Work, or the materials used or employed in the Work, or in any way affecting the conduct of the Work, and of all orders and decrees of bodies or tribunals having any applicable jurisdiction or authority over the Work.

2. Compliance with all Laws

The CM shall cause all persons employed in the performance of the Work to comply with all existing and future Laws, including but not limited to those set forth below:

- **A.** Corporate Disclosures. The CM, if a foreign corporation, shall comply with M.G.L. c. 181, s.3 and s. 5, and M.G.L. c. 30, s.39L.
 - A ½. Employment Eligibility Verification. The Contractor shall comply with Federal Department of Homeland Security Requirements in hiring any and all "Employees" to be employed in the Project who are required to be listed in the certified payroll reports for the Project. Such compliance shall include, but not be limited to the faithful completion of the Federal Department of Homeland Security Form I-9 process by the Contractor for each of its Employees. The Contractor shall execute a Certificate of Compliance with Employment Eligibility Verification Requirements (I-9 Certificate) with the execution of its Contract. The Contractor shall require each of its Subcontractors and Sub-subcontractors to execute and provide to Contractor an I-9 Certificate with the execution of each subcontract, and Contractor shall immediately provide a copy to Owner. Contractor acknowledges that the weekly workforce report form contained in the contract documents, which must be submitted by the Contractor on a weekly basis, contains a statement that the Form I-9 process was faithfully completed for all employees listed on the weekly certified payroll report. By the signature of the Contractor's Authorized Signatory on the I-9 Certificate, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of this Contract; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to the contract without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker. The Contractor understands and agrees that breach of any of these

terms during the period of a contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

- **B.** Veterans Preference. In the employment of mechanics and apprentices, teamsters, chauffeurs, and laborers in the performance of Work in the Commonwealth, preference shall first be given to citizens of the Commonwealth who have been residents of the Commonwealth for at least six months at the commencement of their employment and who are veterans as defined M.G.L. c.4, s.7 (34), and who are qualified to perform the work to which the employment relates; and secondly, to citizens of the Commonwealth generally who have been residents of the Commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States.
- C. Prevailing Wages. The CM shall comply with M.G.L. c. 149, s. 26-27H. The prevailing wage schedule is found in Exhibit C to the Owner-CM Agreement, listing the prevailing minimum wage rates that must be paid to all workers employed in the Work. Owner is not responsible for any errors, omissions, or misprints in the said schedule. Such schedule shall continue to be the minimum rate wages payable to workers employed in the Work throughout the term of this Contract, subject to the exceptions provided in M.G.L c.149, s. 26-27H. The CM shall not have any claim for extra compensation from the Owner if the actual wages paid to workers employed in the Work exceeds the rates listed on the schedule or as otherwise provided by law. The CM shall cause a copy of said schedule to be kept in a conspicuous place at the Site during the term of the Contract. If reserve police officers are employed by the CM, they shall be paid the prevailing wage of regular police officers. (See M.G.L c.149, s.34B).
- D. Payroll Records and Statement of Compliance. The CM shall comply and shall cause its Subcontractors to comply with Massachusetts General Law c. 149, s. 27B, which requires that a true and accurate record be kept of all persons employed on a project for which the prevailing wage rates have been provided. The CM and all Subcontractors shall keep these records and preserve them for a period of three years from the date of completion of the Contract. Such records shall be open to inspection by any authorized representative of the Owner at any reasonable time, and as often as may be necessary. The CM shall, and shall cause its Subcontractors to, submit weekly copies of their weekly payroll records to Owner. In addition, the CM and each Subcontractor shall furnish to the Executive Department of Labor within fifteen days after completion of its portion of the Work a signed statement in the form required by Owner.
- **E.** Vehicle operators. If the Director of the Department of Labor and Workforce Development has established a schedule of wage rates to be paid to the operators of trucks, vehicles or equipment for the Work, the CM shall be obligated to pay such operators at least the minimum wage rate contained on such schedule. (See M.G.L. c.149, s.26-27H).
- **F. Eight-Hour Day.** The CM shall comply with M.G.L. c. 149, s. 30, 34 and 34A which provide that no laborer, workman, mechanic, foreman or inspector working within the

Commonwealth in the employ of the CM, Subcontractor or other person doing or contracting to do the whole or part of the Work shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in cases of extraordinary emergency.

- G. Timely Payment of Wages. The CM shall comply with, and shall cause its Subcontractors to comply with M.G.L. c. 149, s. 148 which requires the weekly or biweekly payment of employees within six days of the end of the pay period during which wages were earned if employed for five or six days of a calendar week, and within other periods of time under certain circumstances as set forth therein.
- **H.** Lodging, etc. The CM shall comply with, and shall cause its Subcontractors to comply with, M.G.L. c. 149, s. 25 which provides that every employee under this Contract shall lodge, board and trade where and with whom he elects, and neither the CM nor his agents or employees shall, either directly or indirectly, require as a condition of the employment of any person that the employee shall lodge, board or trade at a particular place or with a particular person.
- I. Truck Rates. The use by the CM of trucks or other motor vehicles hired from either common or contract motor carriers in the course of performance of this Contract is subject to such minimum rates and charges, and rules and regulations as may from time to time be promulgated by the Department of Public Utilities of the Commonwealth of Massachusetts or other agency of the State of Federal government which may be authorized by law to set rates for or otherwise regulate the use of such vehicles. The CM expressly assumes the risk of any additional expense that may arise by reason of any change in such minimum rates and charges, and rules and regulations, and shall be entitled to no additional compensation or reimbursement by reason thereof.
- **J.** Anti-Boycott Covenant (Executive Order #130). The CM warrants, represents and agrees that during the time this Contract is in effect, neither it or any affiliated company, as hereafter defined, participates in or cooperates with an international boycott, as defined in Section 999(b) (3) and (4) of the Internal Revenue Code of 1986, as amended, or engages in conduct declared to be unlawful by M.G.L. c. 151E, s. 2. If there shall be a breach in the warranty, representation or agreement contained in this paragraph, then without limiting such other rights as it may have the Awarding Authority shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the CM or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the Ownership interests of the CM; or which directly or indirectly owns at least 51% of the Ownership interests of the CM.
- **K. CM's Agreements with Suppliers--Anti-Boycott Provisions.** (1)The CM shall not purchase or rent any materials, equipment, machinery, vehicles, or supplies for or in connection with the Work from any person or entity who does not sign, under pains and penalties of perjury, a certificate that recites: "The undersigned warrants, represents and agrees that during the time its agreement with {insert CM's name} is in effect for

materials, supplies or equipment to be used in connection with the {insert the name of the Awarding Authority} Project No. {insert project number}, neither the undersigned or any affiliated company, as hereafter defined, participates in or cooperates with an international boycott, as defined in Section 999(b)(3) and (4) of the Internal Revenue Code of 1986, as amended, or engages in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the undersigned or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the undersigned; or which directly or indirectly owns at least 51% of the ownership interests of the undersigned."

The Awarding Authority shall not be obligated to pay the CM for the cost of any materials, supplies, or equipment purchased or rented from any individual or entity from whom the CM has not previously obtained and delivered to the Awarding Authority the certificate that the previous paragraph requires. The CM will immediately terminate its contract with any supplier who breaches the warranty, representation and agreement contained in the previous paragraph.

The CM shall include in the CM's agreement with any person or entity from whom the CM intends to purchase or rent any materials, equipment, machinery, vehicles or supplies for or in connection with the Work, (a) a notice that this Contract obligates the CM to terminate the supply contract upon discovery of such breach of the sworn certificate delivered under subparagraph (1) and such termination shall be without liability to the CM or the Awarding Authority and (b) a provision which states: "The Governor or his designee, the secretary of administration and finance, and the state auditor or his designee shall have the right at reasonable times and upon reasonable notice to examine the books, records and other compilations of the undersigned vendor which pertain to the performance and requirements of this agreement to provide materials of any nature to the undersigned Contractor (CM) in connection with State Project No. (insert project number)."

ARTICLE XI CM'S ACCOUNTING METHOD REQUIREMENTS (M.G.L. c. 30, s. 39R)

1. **Definitions**

The words defined herein shall have the meaning stated below whenever they appear in this Article XI:

Contractor means the CM.

Independent Certified Public Accountant means a person duly registered in good standing and entitled to practice as a certified public accountant under the laws of the place of his/her residence or principal office and who is in fact independent. In determining whether an accountant is independent with aspect to a particular person, appropriate consideration should be given to all

relationships between the accountant and that person or any affiliate thereof. Determination of an accountant's independence shall not be confined to the relationships existing in connection with the filing of reports with Owner.

Records means books of original entry, accounts, checks, bank statements and all other banking documents, correspondence, memoranda, invoices, computer printouts, tapes, discs, papers and other documents or transcribed information of any type, whether expressed in ordinary or machine language.

Audit, when used in regard to financial statements, means an examination of records by an independent certified public accountant in accordance with generally accepted accounting principles and auditing standards for the purpose of expressing a certified opinion thereon, or, in the alternative, a qualified opinion or a declination to express an opinion for stated reasons, or other person or persons primarily responsible for the financial and operational policies and practices of the Contractor.

Accounting terms, unless otherwise defined herein, shall have a meaning in accordance with generally accepted accounting principles and auditing standards.

2. Record Keeping

- **A.** The Contractor shall make, and keep for at least six years after final payment, books, records, and accounts that in reasonable detail accurately and fairly reflect the transactions and dispositions of the Contractor.
- **B.** Until the expiration of six years after final payment, the Inspector General and Owner shall have the right to examine any books, documents, papers or records of the Contractor and Subcontractors that directly pertain to, and involve transactions relating to the Project. Any request for a change in the provisions of this Contract submitted by the CM must be made in writing and in accordance with the provisions of this Contract, including the procedures of Owner.
- C. The Contractor shall describe any change in the method of maintaining records or recording transactions which materially affects any statements filed with Owner including the date of the change and reasons therefor, and shall accompany said description with a letter from the Contractor's independent certified public accountant approving or otherwise commenting on the changes.
- **D.** The Contractor represents that it has, prior to the execution of the Contract, filed a statement of management on internal accounting controls as set forth in Section 3 below.
- E. The Contractor represents that it has, prior to the execution of the Contract, filed an audited financial statement for the most recent completed fiscal year as set forth in section 4 below and will continue to file such statement annually during the term of the Contract.

3. Statement of Management Controls

- **A.** The Contractor shall file with Owner a statement of management as to whether the system of internal accounting controls of the Contractor and its subsidiaries reasonably assures that:
 - transactions are executed in accordance with management's general and specific authorization;
 - transactions are recorded as necessary: (a) to permit preparation of financial statements in conformity with generally accepted accounting principles, and (b) to maintain accountability for assets;
 - access to assets is permitted only in accordance with management's general or specific authorization; and
 - the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.
- **B.** The Contractor shall file with Owner a statement prepared and signed by an independent certified public accountant, stating that the accountant has examined the statement of management on internal accounting controls, and expressing an opinion as to:
 - whether the representations of management in response to subparagraph 3 above are consistent with the results of management's evaluation of the system of internal accounting controls; and
 - whether such representations of management are reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statement.

4. Annual Financial Statement

- A. The Contractor shall annually file with Owner during the term of the Contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report.
- **B.** The office of Inspector General and Owner shall have the right to enforce the provisions of this Article. The Contractor's failure to satisfy any of the requirements of this section may be grounds for debarment pursuant to M.G.L. c. 149, s. 44C.

5. Bid Pricing Materials

The Contractor shall save the written calculations, pricing information, and other data that the Contractor used to calculate the bid that induced Owner to enter into this Contract (the "Bid Pricing Materials") for at least six years after Owner makes final payment under this Contract.

ARTICLE XII EQUAL EMPLOYMENT OPPORTUNITY, NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM

Appendix A – NOT APPLICABLE FOR PROJECT

ARTICLE XIII GOALS FOR PARTICIPATION BY MINORITY BUSINESS ENTERPRISES AND WOMEN BUSINESS ENTERPRISES (EXECUTIVE ORDERS 390& 478)

This Contract includes all provisions of Owner's program relating to Goals for Participation by Minority Business Enterprises and Women Business Enterprises attached appearing in **Appendix B** to these General Conditions of the Contract attached hereto and incorporated herein by reference.

ARTICLE XIV INSURANCE REQUIREMENTS

1. **Insurance Generally**

- A. The CM shall take out and maintain the insurance coverage listed in this Article or in EXHIBIT A to the Owner-Construction Manager Agreement (whichever is greater) with respect to the operations as well as the completed operations of this Contract. This insurance shall be provided at the CM's expense and shall be in full force and effect for the full term of the Contract or for such longer period as this Article requires.
- **B.** All policies shall be written on an occurrence basis and be issued by companies authorized to write that type of insurance under the laws of the Commonwealth and rated in Best's Insurance Guide (or any successor thereto or replacement thereof) as having a general policy holder rating of "A" or better and a financial rating of at least "9" or otherwise acceptable to Owner.
- C. CM shall submit an original of each certificate of insurance, acceptable to Owner, simultaneously with the execution of this Contract. Certificates shall show the Owner and its agents as an additional insured on all policies of liability insurance and shall state that CM has paid all premiums and that none of the coverages shall be cancelled, terminated, or materially modified unless and until 30 days prior notice is given in writing to Owner. Contractor shall submit updated certificates prior to the expiration of any of the policies referenced in the certificates so that Owner shall at all times possess certificates indicating current coverage. Certificates shall indicate that the contractual liability coverage, and Contractor's Protective Liability coverage is in force. Certificates shall include specific acknowledgment that the following coverages are included in the policies:
 - Contractual liability
 - Contractor's protective

- Owner as additional insured by form CG2010 (11/85 ed.) or equivalent endorsement to the general liability
- Owner as additional insured to automobile liability, umbrella liability, and pollution liability
- General Liability is endorsed with CG2404, Waiver of Subrogation, in favor of the Owner
- Builder's Risk or Installation Floater includes Owner, CM and Subcontractors of any tier as named insureds. Builder's Risk or Installation Floater is on an All Risk basis including earthquake and flood.
- **D.** The CM shall file one certified copy of all insurance certificates with Owner within sixty (60) days after Contract award. If the Owner is damaged by the CM's failure to maintain such insurance and to comply with the terms of this Article, then the CM shall be responsible for all costs and damages to the Owner attributable thereto.
- E. 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 Owner at least thirty (30) days prior to the effective date thereof, which shall be expressed in said notice.
- **F.** The CM is responsible for the payment of any and all deductibles under all of the insurance required below unless the Owner and the Authority specifically provide a written waiver to the CM.

2. CM's Commercial General Liability

A. The CM shall provide the following minimum general liability coverage with respect to the operations performed by CM and any employee, subcontractor, or supplier, unless a higher coverage is specified in Exhibit A to the Owner-CM Agreement, in which case the CM shall provide the additional coverage:

Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$3,000,000 general aggregate, per project
Products & Completed Operations	\$1,000,000 annual aggregate
Personal & Advertising Injury	\$1,000,000 each occurrence
Medical Expenses	\$10,000

- **B.** This policy shall include coverage relating to explosion, collapse, and underground property damage.
- **C.** This policy shall include contractual liability coverage.
- **D.** The completed operations coverage shall be maintained for a period of three (3) years after Substantial Completion.

- **E.** If the Work includes work to be performed within 50 feet of a railroad, any exclusion for liability assumed under contract for work within 50 feet of a railroad shall be deleted.
- F. This policy shall include endorsement CG2010 (10/85 edition), *Owner as Additional Insured* and CG2404 (11/85 edition) *Waiver of Subrogation in Favor of Owner* and CG 20 37 for completed operations. This policy shall be primary and non-contributory with respect to any other insurance available to additional insureds.

3. Vehicle Liability

A. The CM shall provide the following minimum coverage with respect to the operations of any employee, including coverage for owned, non-owned, and hired vehicles, unless a higher coverage is specified in Exhibit A to the Owner-CM Agreement, in which case the CM shall provide the additional coverage:

Bodily Injury & Property Damage (Combined Single Limit) \$1,000,000

B. The policy shall include a CA 99 48 Broadened Pollution Endorsement and shall name the Owner and its Agents as an Additional Insured and shall contain a Waiver of Subrogation in favor of the Owner.

4. Pollution Liability

The CM shall provide coverage for bodily injury and property damage resulting from liability arising out of pollution related exposures such as asbestos abatement, lead paint abatement, tank removal, removal of contaminated soil, etc. The insurance policy shall cover the liability of the CM during the process of removal, storage, transport and disposal of hazardous waste and contaminated soil and/or asbestos abatement. Reference Article XV 3.1. The policy shall include coverage for on-Site and off-Site bodily injury and loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental. The policy shall also include defense and clean-up costs. The Owner and its Agents shall be named as an additional insured and coverage must be on an occurrence basis. The amount of coverage shall be \$1,000,000 per occurrence and \$3,000,000 in the aggregate unless a higher amount is specified in Exhibit A to the Owner-CM Agreement, in which case the CM shall provide the additional coverage.

5. Worker's Compensation

A. The CM shall provide the following coverage in accordance with M.G.L. c.149 §34A and c.152 as amended, unless a higher coverage is specified in Exhibit B to the Owner-CM Agreement, in which case the CM shall provide the higher coverage:

Worker's Compensation

Part One: Provide Statutory Minimum Employer's Liability: \$500,000 each accident

Part Two: \$ 500,000 disease per employee \$500,000 disease policy aggregate

- **B.** If specified in Exhibit A to the Owner-CM Agreement the policy must be endorsed to cover United States Longshoremen & Harbor Workers Act (USLHW), Maritime Liability for \$1,000,000/\$1,000,000, or Federal Employer's Liability Act liability.
- C. The policy shall contain a waiver of subrogation in favor of the owner.

6. Builder's Risk/Installation Floater/Stored Materials

- A. The CM shall provide coverage against loss or damage on all Work included in this Contract in an amount equal to the GMP. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood (if the project is not in an "A" or a "V" flood zone), windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and CM's services and expenses required as a result of such insured loss. This policy and/or installation floater shall indicate if stored materials coverage is provided as required below.
- **B.** When Work will be completed on existing buildings owned by the Owner, the CM shall provide an installation floater, in the full amount of the Contract Price. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood (if the project is not in an "A" or a "V" flood zone), windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's, Program Manager's and CM's services and expenses required as a result of such insured loss. Unless otherwise specified in this Contract, the limits for earthquake and flood shall each be the lesser of the Contract Price or \$10,000,000. This policy and/or installation floater shall include transportation and Stored Materials coverage in an amount equal to the value of the stored materials as required below.
- C. The CM shall maintain insurance on delivered and/or stored material designated to be incorporated in the Work against fire, theft or other hazards. Any loss or damage of whatever nature to such material while stored at some approved off site location shall be forthwith replaced by the CM at no expense to Owner. The preceding paragraph is not intended to limit recovery via any available insurance policies.
- **D.** The policy or policies shall specifically state they are for the benefit of and payable to Owner, the CM, Subcontractors and all persons furnishing labor or labor and materials for the Work, as their interests may appear. The policy or policies shall list Owner, Owner's Agents, the CM, and Subcontractors of any tier as named insureds.

- **E.** Coverage shall include any costs for work performed by the Designer or any consultant as the result of a loss experienced during the term of this Contract.
- **F.** Coverage shall include permission for temporary occupancy and a Waiver of Subrogation in favor of the Owner to all insured.
- **G.** A loss under the property insurance shall be adjusted by CM as fiduciary and made payable to the Contractor as fiduciary for the insureds. CM shall pay the subcontractors their just shares of insurance proceeds received by the CM and shall require subcontractors to make payments to their sub-subcontractors in similar manner.
- **H.** Coverage shall be maintained until Subtantial Completion of the project. inal Acceptance by Owner of the Contract and final payment has been made.

7. <u>Umbrella Coverage</u>

The CM shall provide Umbrella Coverage in form at least as broad as primary coverages required by Sections 2, 3 and 5 of this Article in the following amount unless a higher amount is specified in Exhibit A to the Owner-CM Agreement, in which case the CM shall provide the higher amount:

Contract Price	<u>Limit of Liability</u>
Under \$1,000,000	\$ 2,000,000 per occurrence
\$1,000,000 \$5,000,000	\$ 5,000,000 per occurrence
\$5,000,001 \$10,000,000	\$ 10,000,000 per occurrence
\$10,000,001 and over	\$ 25,000,000 per occurrence

8. Additional Types of Insurance and Deductibles

The CM shall provide such other types of insurance as may be required by Exhibit A to the Owner-CM Agreement. If the policies required herein contain deductible amounts, the CM shall be responsible for such deductible amounts, unless Owner specifically provides a written waiver to the CM.

9. Contractor's Professional Liability

The CM shall purchase and maintain insurance errors and omissions liability insurance appropriate to the contractor's profession, including without limitation "CM at Risk" services performed under M.G.L. c. 149A whether performed by a design professional that the insured is legally responsible for, or by the insured in their capacity as a design professional, or other professional services that the insured performs for others in their capacity as a construction manager. Coverage as required in this Article XIV.9 shall apply to liability for a professional error, act, or omission arising out of the scope of the CM's services as defined in this Contract. Coverage shall be written subject to limits of not less than \$1,000,000 per loss. If coverage as required above is written on a claimsmade basis, the CM warrants that any retroactive date is no later than the effective date of this Contract; and that continuous coverage will be maintained or an extended coverage period will be exercised for a period of six (6) years beginning from the time of Substantial Completion of the Work.

ARTICLE XV INDEMNIFICATION

1. Generally

To the fullest extent permitted by law, the CM shall indemnify, defend (with counsel approved by Owner and-subject to the supervision of the Owner) and hold harmless Owner and their officers, agents, divisions, agencies, employees, representatives, successors and assigns from and against all claims, damages, losses and expenses, including but not limited to court costs and attorneys' fees, arising out of or resulting from the performance of the Work, including but not limited to those arising or resulting from: labor performed or furnished and/or materials used or employed in the performance of the Work; violations by CM, any Subcontractor, or by any person directly or indirectly employed or used by any of them in the performance of the Work or anyone for whose acts any of them may be liable (CM, Subcontractor and all such persons herein collectively called "CM's Personnel") of any Laws; violations of any provision of this Contract by CM or its Subcontractors, suppliers or any other person or firm providing labor and/or materials for the Work; injuries to any persons or damage to any property in connection with the Work; or any act, omission, or neglect of CM's Personnel.

The CM shall be obligated as provided above, regardless of whether or not such claims, damages, losses and/or expenses are caused in whole or in part by the actions or inactions of a party indemnified hereunder. In any and all claims by CM's Personnel against parties indemnified hereunder, the CM's indemnification obligation set forth above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CM or any Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article XV.

2. Designer's Actions

The obligations of the CM under Section 1 above shall not extend to the liability of the Designer, its agents or employees, arising out of (i) the preparation or approval of maps, plans, Drawings, opinions, reports, surveys Change Orders, designs or Specifications, or (ii) the giving of or the failure to give directions or instructions by the Designer, its agents to employees provided such giving or failure to give is the primary cause of the injury or damage.

3. Survival

The provisions of this Article XV are intended to survive Final Acceptance and/or any termination of this Contract.

ARTICLE XVI PERFORMANCE AND PAYMENT BONDS

1. CM Bonds

- **A.** The CM shall provide performance and payment (labor and materials) bonds in the form provided by Owner, executed by a surety licensed by the Commonwealth of Massachusetts Division of Insurance. Each such bond shall be in the amount of the GMP.
- **B.** If at any time prior to final payment to the CM, the Surety: is adjudged bankrupt or has made a general assignment for the benefit of its creditors; has liquidated all assets; is placed in receivership; otherwise petitions a state or federal court for protection from its creditors; or allows its license to do business in Massachusetts to lapse or be revoked; then the CM shall, within 21 days of any such action listed above, provide Owner with new performance and payment bonds as described in Paragraph A above. Such bonds shall be provided solely at the CM's expense.

2. Subcontractor Bonds

- A. If the CM provided in its Guaranteed Maximum Price or other proposal that any or all Subcontractors shall provide the CM with payment and performance bonds for the full amount of their respective Subcontracts, then the costs for said bonds shall be the responsibility of the CM. Irrespective of whether the CM requests payment and performance bonds from its respective Subcontractors, the CM understands that if the Subcontractor defaults or is terminated, the CM shall have full responsibility for all costs and expenses related to said default or termination.
- **B.** If the CM provided in its proposal that Subcontractors shall provide bonds, and subsequently waives the requirement, the CM shall give Owner a written certification that the CM understands that if the Subcontractor defaults or is terminated, the CM shall have full responsibility for all costs and expenses related to said default or termination.

ARTICLE XVII TERMINATION OF CONTRACT

1. Termination for Cause

- A. Owner may without prejudice to any other right or remedy deem this Contract terminated for cause if any one of the following defaults shall occur and not be cured within three (3) days after the giving of written notice thereof by Owner to the CM and any surety that has given bonds in connection with this Contract:
 - (1) The CM has filed a petition under any federal or state law concerning bankruptcy, reorganization, insolvency or relief from creditors, or such a petition is filed against the CM without its consent and is not dismissed within sixty (60) days; or if the CM is generally not paying its debts as they become due; or if the CM becomes insolvent;

or if the CM consents to the appointment of a receiver, trustee, liquidator, custodian or the like of the CM or of all or any substantial portion of its assets; or if such an appointment or possession is made without the consent of the CM and the same is not terminated within sixty (60) days; or if the CM makes an assignment for the benefit of creditors;

- (2) The CM refuses or fails, except in cases for which extension of time is provided under this Contract's express terms, to supply enough properly skilled workers or proper materials to perform its obligations under this Contract, or Owner has determined that the rate of progress required for the timely completion of the Work is not being met;
- (3) The CM fails to make prompt payment to Subcontractors or for materials, equipment, or labor;
- (4) All or a part of the Work has been abandoned;
- (5) The CM has sublet or assigned all or any portion of the Work, the Contract, or claims thereunder, without the prior written consent of the Owner, except as expressly permitted in this Contract;
- (6) The CM has failed to comply with Laws;
- (7) The CM fails to maintain, or provide to Owner evidence of, the insurance or bonds required by this Contract; or
- (8) The CM has failed to perform the Work or any portion thereof as required by this Contract or has otherwise breached any material provision of this Contract.
- **B.** Owner shall give the CM and any surety notice of such termination for cause, but the giving of notice of such termination shall not be a condition precedent or subsequent to the termination's effectiveness. In the event of such termination, and without limiting any other available remedies, Owner may, at its option:
 - (1) Hold the CM and its sureties liable in damages for a breach of Contract;
 - (2) Notify the CM to discontinue all work, or any part thereof, and the CM shall discontinue all work, or any part thereof, as the Owner may designate;
 - (3) Complete the Work, or any part thereof, and charge the expense of completing the Work or part thereof, to the CM;
 - (4) Require the surety or sureties to complete the Work and perform all of the CM's obligations under this Contract;
 - (5) Take such other lawful action as is deemed by Owner to be in the best interest of the Owner and the Commonwealth.

If Owner elects to complete all or any portion of the Work as specified in (3) above, it may take possession of all materials, equipment, tools, machinery, implements at or near the Site owned by the CM and finish the Work at the CM's expense by whatever means Owner may deem expedient; and the CM shall cooperate at its expense in the orderly transfer of the same to a new contractor or to Owner as directed by Owner. In such case Owner shall not make any further payments to the CM until the Work is completely finished. The Owner shall not be liable for any depreciation, loss or damage to said materials, machinery, implements or tools during said use and the CM shall be solely responsible for their removal from the Site after the Owner has no further use for them. Unless so removed within fifteen days after notice to the CM to do so, they may be sold at public auction, after publication of notice thereof at least twice in any newspaper published in the county where the Work is being performed, and the proceeds credited to the CM's account; or

- they may, at the option of Owner, be stored at the CM's expense subject to a lien for the storage charges.
- C. Damages and expenses incurred under paragraph B above shall include, but not be limited to, costs for the Designer's extra services required, in the opinion of Owner, to successfully inspect and administer the construction contract through final completion of the Work.
- **D.** Expenses charged under paragraph B above may be deducted and paid by Owner out of any moneys then due or to become due the CM under this Contract.
- **E.** All sums damages, and expenses incurred by the Owner to complete the Work shall be charged to the CM. In case the damages and expenses charged are less than the sum that would have been payable under this Contract if the same had been completed by the CM, the CM shall be entitled to receive the difference. In case such expenses shall exceed the said sum, the CM shall pay the amount of the excess to the Owner.

2. Termination for Convenience

- A. Owner may terminate this Contract for convenience even though the CM is not in default by giving notice to the CM specifying in said notice the date of termination.
- **B.** In case of such termination without cause, the CM shall be paid:
 (1) all sums due and owing under this Contract through the date of termination, including any retainage withheld to the date of termination, less any amount which Owner determines is necessary to correct or complete the Work performed to the date of termination; plus (2) a reasonable sum to cover the expenses which CM would not have incurred but for the early termination of the Contract, such as demobilization of the work force, restocking charges, termination fees payable to Subcontractors.
- C. Lost profits shall not be payable. The payment provided in paragraph B above shall be considered to fully compensate the CM for all claims and expenses and those of any consultants, Subcontractors, and suppliers, directly or indirectly attributable to the termination.

3. CM's Duties upon Termination for Convenience

Upon termination of this Contract for convenience as provided in Section 2 of this Article, the CM shall: (1) stop the Work; (2) stop placing orders and Subcontracts in connection with this Contract; (3) cancel all existing orders and Subcontracts; (4) surrender the Site to Owner in a safe condition; and (5) transfer to Owner all materials, supplies, work in process, appliances, facilities, equipment and machinery of this Contract, and all plans, Drawings, Specifications and other information and documents used in connection with this Contract.

ARTICLE XVIII MISCELLANEOUS PROVISIONS

1. No Assignment by CM

The CM shall not assign by power of attorney or otherwise, or sublet or subcontract, the Work or any part thereof, without the previous written consent of Owner and shall not, either legally or equitably, assign any of the moneys payable under this Contract, or CM's claims hereunder, unless with the like consent of Owner, whether said assignment is made before, at the time of, or after the execution of the Contract. The CM shall remain responsible for satisfactory performance of all Work sublet or assigned complying with all applicable requirements of the Contract. Consent of Owner shall not be deemed to constitute a representation or waiver of any right hereunder by Owner as to the qualifications or the responsibility of the CM or Subcontractor(s).

2. Non-Appropriation

The Owner certifies that at the time of the execution of this Contract, sufficient appropriations exist and shall be encumbered to fund the Contract Price. Payments are subject to appropriation and shall be made only for work performed in accordance with the terms of this Contract. The Owner may immediately terminate or suspend this Contract in the event that the appropriation(s) funding this Contract is eliminated or reduced to an amount which will be insufficient to support anticipated future obligations under this Contract. Such termination shall be deemed a termination for convenience subject to the provisions of paragraph 2 of Article XVII of this Contract.

3. Claims by Others Not Valid

No person other than the CM and the surety on any bond given pursuant to the terms of this Contract shall acquire any interest in this Contract or any claim against Owner hereunder, and no claim by any other person shall be valid except as provided in M.G.L. c. 30, s. 39F of the General Laws.

4. No Personal Liability of Public Officials

No public official, employee, or agent of Owner shall have any personal liability for the obligations of Owner set forth in this Contract.

5. Severability

The provisions of this Contract are severable, and if any of these provisions shall be held illegal, invalid, unconstitutional or unenforceable by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the other provisions of this Contract.

6. Choice of Laws

This Contract shall be governed by the laws of the Commonwealth of Massachusetts for all purposes, without regard to its laws on choice of law. All proceedings under this Contract or related to the Project shall be brought in the courts of the Commonwealth of Massachusetts.

7. Standard Forms

Unless directed otherwise in writing by Owner, CM shall use the standard forms appearing in Appendix E to these General Conditions of the Contract.

8. No Waiver of Subsequent Breach

No waiver of any breach or obligation of this Contract shall constitute a waiver of any other or subsequent breach or obligation.

9. Remedies Cumulative

All remedies of Owner provided in this Contract shall be construed as cumulative and may be exercised simultaneously or in any order as determined by Owner in its sole discretion. Owner shall also be entitled as of right to specific performance and equitable relief including the right to an injunction against any breach of any of the provisions of this Contract

10. Notices

Notices to the CM shall be deemed given when hand delivered to the CM's temporary field office at or near the Site, or when deposited in the U.S. mail addressed to the CM at the CM's address specified in the Owner-CM Agreement, or when delivered by courier to either location. Unless otherwise specified in writing by Owner, notices and deliveries to Owner shall be effective only when delivered to Owner at the address specified in the Owner-CM Agreement and date-stamped at the reception desk or for which a receipt has been signed by the agent or employee designated by Owner to receive official notice.

APPENDIX A

EQUAL EMPLOYMENT OPPORTUNITY, NON-DISCRIMINATION AND AFFIRMATIVE ACTION CERTIFICATIONS

ARTICLE 4.4 OF THE TOWN OF BROOKLINE GENERAL BY-LAWS

By signing below, CONTRACTOR Gilbane Building Company, hereby agrees to comply with the provisions of

Article 4.4 of the Town's General By-laws, Fair Employment Practices with Regard to Contracts, a copy of which is

incorporated herein by reference, with respect to the foregoing Contract.

Signed under the pains of penalties of perjury, on this 23rd day of March 2020.

GILBANE BUILDING

MICHAEL A. OBRIEN

ARTICLE 4.5 OF THE TOWN OF BROOKLINE GENERAL BY-LAWS

In fulfilling the terms of the foregoing attached contract, pursuant to Section 4.5.2 of the General By-laws of the Town of Brookline, CONTRACTOR Gilbane Building Company, hereby certifies under the pains and penalties of perjury that it does not discriminate against any individual because of the race, color, religious creed, national origin, sex, gender identity or gender expression, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, age or ancestry of the individual.

Signed under the pains of penalties of perjury, on this 23rd day of March 2020.

GILBANE BUILDING

MICHAEL

APPENDIX B

The following provisions form Article XIII of the General Conditions of the Contract between Owner and the Construction Manager.

GOALS FOR PARTICIPATION BY MINORITY BUSINESS ENTERPRISES AND WOMEN BUSINESS ENTERPRISES (EXECUTIVE ORDER 390, M.G.L. c. 7, s. 40N)

1. MBE and WBE Program

- **A.** The MBE and WBE participation goals for this Contract are as set forth in the Request for Proposals for Construction Management Services and in the Owner-Construction Manager Agreement.
 - The combined Minority Business Enterprise(MBE)/ Women Business Enterprise (WBE) participation goal is **10.4** % of the GMP

By submitting a proposal the Offeror agrees that if selected as the Construction Manager it will meet or exceed these participation goals. All Offerors are advised that by submitting a proposal they certify that their proposal and services provided under the proposal will fully comply with all requirements of the RFP, including the MBE/WBE requirements.

- **B.** The Construction Manager, all subcontractors, sub-subcontractors, and materials suppliers shall comply with all of the terms and conditions of this Article, which include the provisions pertaining to MBE/WBE participation set forth in the Owner Construction Manager Agreement in order to meet the MBE/WBE participation goals established for this Contract.
- **C.** A minority-owned business shall be considered an MBE only if it has been certified as a minority business enterprise by the Supplier Diversity Office ("SDO").
- **D.** A woman-owned business shall be considered a WBE only if it has been certified as a woman business enterprise by SDO.
- E. Certification as a disadvantaged business enterprise ("DBE"), certification as a MBE/WBE by any agency other than SDO, or submission of an application to SDO for certification as an MBE/WBE shall not confer MBE/WBE status on a firm for the purposes of this Contract.

2. Waiver Prior to RFP Submission

A. OWNER reserves the right to reduce or waive the MBE or WBE participation goals established for this Contract upon written request made by an Offeror submitting a proposal to provide Construction Management Services within the time frame set forth in Section 2.B. below. Such written request must

demonstrate to the satisfaction of OWNER that it is not feasible for a non-MBE or non-WBE Offeror to meet the goals established for this Contract based upon any or all of the following:

- (i) actual MBE/WBE availability, (ii) the geographic location of the project to the extent related to MBE/WBE availability, (iii) the scope of the work, (iv) the percentage of work available for subcontracting to MBE/WBEs and/or (v) other relevant factors, including a documented inability by the Offeror to identify MBE/WBE subcontractors sufficient to meet the MBE/WBE goals after having made a diligent, good faith effort to do so. All of the foregoing documentation shall accompany the Proposer's request for a reduction or waiver of the MBE/WBE participation goals.
- **B.** Requests to waive the MBE/WBE participation goals for this Contract must be addressed to both OWNER's Project Manager for the Project and OWNER's Compliance Office and be received no later than fourteen (14) calendar days before the date set for the receipt of proposals.

OWNER WILL NOT CONSIDER ANY REQUEST TO REDUCE OR WAIVE THE MBE/WBE PARTICIPATION GOALS FOR THIS CONTRACT THAT IS RECEIVED AFTER THIS DEADLINE. Any reduction or waiver of the MBE/WBE participation goals for this Contract will be made by written addendum mailed to all firms pre-qualified to submit proposals for the Project.

3. Trade Contractor Bids

Trade Contractors in the 18 categories of work as set forth in the Procedures for Award of Subcontracts are not required to submit a Schedule of MBE/WBE Participation with their bids. A Trade Contractor may, at its option, submit a Letter of Intent with its bid if it is a SDO certified MBE/WBE. If a Trade Contractor intends to sub-subcontract work to a SDO certified MBE/WBE, and the Trade Contractor wishes that sub-subcontract to be credited toward the participation goals for this Contract, the Trade Contractor should submit a Letter of Intent from that MBE/WBE with its Bid. A Trade Contractor can subcontract out any portion of its work to MBE/WBEs unless such work is designated as work specifically not to be sub-sub-contracted out.

4. MBE/WBE Participation Schedule

A. The Construction Manager shall submit the following documents to the OWNER Compliance Office as subcontractors are selected, and at each phase of the subcontractor selection process: i) A properly completed and updated Schedule for Participation by Minority/Women Business Enterprises showing MBE/WBE participation in an amount equal to or exceeding the MBE/WBE participation goals for this contract; and ii) A properly completed Letter of Intent in the form provided by OWNER for each MBE/WBE listed in the Schedule for Participation by Minority/Women Business Enterprises; and iii) A current SDO certification letter for each MBE/WBE listed in the Schedule for Participation by Minority/Women Business Enterprises.

- B. Each Letter of Intent shall identify and describe the work to be performed by the named MBE/WBE (the "MBE/WBE Work") with enough specificity to permit OWNER to identify the particular items of contract work that the MBE/WBE will perform for MBE/WBE participation credit. OWNER reserves the right to reject any Letter of Intent if the price to be paid for the MBE/WBE work does not bear a reasonable relationship to the value of such work under the contract as determined by OWNER.
- C. Within five (5) business days after receipt of the Schedule for Participation by Minority/Women Business Enterprises, Letters of Intent, and SDO certification letters, OWNER shall review and either approve or disapprove the Construction Manager's submissions. IF THE CONSTRUCTION MANAGER HAS NOT SUBMITTED AN APPROPRIATE FINAL SCHEDULE FOR **PARTICIPATION** \mathbf{BY} MINORITY/WOMEN BUSINESS ENTERPRISES AND APPROPRIATE LETTERS OF INTENT AND SDO CERTIFICATION LETTERS THAT HAS BEEN APPROVED BY OWNER ESTABLISHING THAT THE MBE/WBE PARTICIPATION GOAL FOR THE PROJECT WILL BE MET, THE CONSTRUCTION MANAGER MAY BE CONSIDERED INELIGIBLE FOR AWARD OF THE CONSTRUCTION PHASE CONTRACT and OWNER may award the contract to the next most advantageous proposer, subject to said proposer's compliance with these conditions or the CONSTRUCTION MANAGER MAY BE CONSIDERED IN BREACH OF THE CONTRACT.

5. MBE/WBE Participation Credit

- A. If the Construction Manager is itself an MBE or WBE, MBE or WBE participation credit shall be given in an amount equal to the entire Contract Price. If the Construction Manager is not an MBE or WBE, then MBE or WBE participation credit will be given for the value of the Work that is actually performed by each MBE or WBE subcontractor or sub-subcontractor.
- **B.** If the Construction Manager is a joint venture with one or more MBE/WBE joint venturers, MBE or WBE participation credit shall be given to the joint venture as follows:
 - (1) If the joint venture is certified by SDO as an MBE or WBE, MBE or WBE participation credit shall be given in an amount equal to the portion of the Contract Price.
 - (2) If the joint venture is not certified as an MBE or WBE by SDO, MBE or WBE participation credit shall be given to the joint venture for the value of the Work that is performed by the MBE/WBE joint venturer(s), and for the value of the Work that is actually performed by each MBE or WBE subcontractor or sub-subcontractor.
- C. If an MBE/WBE supplies but does not install equipment or materials, MBE or WBE participation credit shall be given only if the MBE/WBE supplier is regularly engaged in sales of equipment or supplies to the construction

industry from an established place of business. MBE or WBE participation credit shall be given the full amount of the purchase order only if the MBE/WBE supplier manufactures the goods or substantially alters them before resale. In all other cases, MBE or WBE participation credit shall be given for 10% of the purchase order.

D. MBE participation credit shall be given for the work performed by MBEs only, and WBE participation credit shall be given for the work performed by WBEs only. MBE participation may not be substituted for WBE participation, nor may WBE participation be substituted for MBE participation.

6. MBE/WBE Subcontracts

Within thirty (30) days after the award of each subcontract, the Construction Manager shall furnish the OWNER Compliance Office with a signed copy of the subcontract and sub-subcontract for each MBE/WBE Subcontractor listed on the Construction Manager's Schedule of Participation and cause each of its Subcontractors to execute a sub-subcontract with each MBE/WBE sub-subcontractor and provide copies of the subsubcontracts to OWNER's Compliance Office.

7. Performance of Contract Work by MBE/WBEs

- The Construction Manager shall not perform with its own organization or subcontract or assign to any other firm work designated to be performed by any MBE/WBE in the Letters of Intent or Schedule for Participation of Minority/Women Business Enterprises without the prior Approval of OWNER, nor shall any MBE or WBE assign or subcontract to any other firm, or permit any other firm to perform any of its MBE/WBE Work without the prior Approval of OWNER. Any such unapproved assignment, subcontracting, sub-subcontracting, or performances of MBE/WBE Work by others is prohibited. OWNER WILL NOT APPLY TO THE MBE/WBE PARTICIPATION GOAL(S) ANY SUMS ATTRIBUTABLE TO SUCH ASSIGNMENTS, UNAPPROVED SUB-CONTRACTS, SUBCONTRACTS, OR PERFORMANCE OF MBE/WBE WORK BY OTHERS.
- **B.** The Construction Manager shall be responsible for monitoring the performance of MBE/WBE Work to ensure that each scheduled MBE/WBE performs its own MBE/WBE Work with its own workforce.
- C. The Construction Manager and each MBE/WBE shall provide OWNER with all information and documentation that OWNER determines is necessary to ascertain whether or not an MBE/WBE has performed its own MBE/WBE Work. At the discretion OWNER, failure to submit such documentation to OWNER shall establish conclusively for the purpose of giving MBE/WBE participation credit under this Contract that such MBE/WBE did not perform such work.

8. Notification of Changes in MBE/WBE Work

- A. If after approval of a Final Schedule for Participation of Minority/Women Business Enterprises and the commencement of construction work under the Contract the Construction Manager determines or has reason to believe that a scheduled MBE/WBE is unable or unwilling to perform its MBE/WBE Work, or that there has been or will be a change in any MBE/WMBE Work, or that the Construction Manager will be unable to meet the MBE/WBE participation goal(s) for this Contract for any reason, the Construction Manager shall immediately notify the OWNER Compliance Office in writing of such circumstances.
- **B.** Any notice of a change in MBE/WBE Work pursuant to subparagraph "A" above shall include a revised Schedule for Participation by Minority/Women Business Enterprises, and additional or amended Letters of Intent and subcontracts.

9. Actions Required If There is a Reduction in MBE/WBE Participation

- **A.** If for any reason other than a reduction in MBE/WBE Work resulting from a Change Order initiated by OWNER, the Construction Manager believes that it shall be unable to meet the MBE/WBE participation goals for this the Construction Manager shall immediately undertake a diligent, good faith effort to make up the shortfall in MBE/WBE participation as follows:
 - (1) The Construction Manager shall identify all items of the Work remaining to be performed under the Contract that may be made available for subcontracting or sub-subcontracting to MBE/WBEs. The Construction Manager shall send a list of such items of work to OWNER, together with a list of the remaining items of the Work that was not made available to MBE/WBEs and the reason for not making such work available for subcontracting or sub-subcontracting to MBE/WBEs.
 - (2) The Construction Manager shall send written notices soliciting proposals to perform the items of the Work that may be made available for subcontracting to MBE/WBEs to all MBE/WBEs qualified to perform such work. The Construction Manager shall advise OWNER of (i) each MBE/WBE solicited, and (ii) each MBE/WBE listed in the SDO directory under the applicable trade category that was not solicited and the reasons therefor. The Construction Manager shall also advise OWNER of the dates notices were mailed and provide a copy of the written notice(s) sent.
 - (3) The Construction Manager shall make reasonable efforts to follow up the written notices sent to MBE/WBEs with telephone calls or personal visits in order to determine with certainty whether the MBE/WBEs were interested in performing the work. Phone logs or other documentation must be submitted to OWNER evidencing this effort.
 - (4) The Construction Manager shall make reasonable efforts to assist MBE/WBEs that need assistance in obtaining insurance, bonds, or lines of credit in order to perform work under the Contract, and shall provide OWNER with evidence that such efforts were made.

- (5) The Construction Manager shall provide OWNER with a statement of the response received from each MBE/WBE solicited, including the reason for rejecting any MBE/WBE that submitted a proposal.
- (6) The Construction Manager shall take any additional measures reasonably requested by OWNER to meet the MBE/WBE participation goal(s) established for this Contract, including, without limitation, placing advertisements in appropriate media and trade association publications announcing the Construction Manager's interest in obtaining proposals from MBE/WBEs, and/or sending written notification to MBE/WBE economic development assistance agencies, trade groups and other organizations notifying them of the project and of the work available to be subcontracted to MBE/WBEs.
- **B.** If the Construction Manager is unable to meet the MBE/WBE participation goals for this Contract because there is a change or reduction in MBE/WBE and after complying fully with each of the requirements of paragraph "A" above, and the Construction Manager is otherwise in full compliance with the terms of this Article, OWNER may reduce the MBE/WBE participation goals for this Contract to the extent that such goals cannot be achieved.

10. Suspension of Payment and/or Performance for Noncompliance

- A. If at any time during the performance of this Contract, OWNER determines or has reason to believe that (1) there has been a change or reduction in any MBE/WBE Work which will result in the Construction Manager failing to meet the MBE/WBE participation goal(s) for this Contract, other than a reduction in MBE/WBE Work resulting from a change in the Contract work ordered by OWNER, and (2) the Construction Manager has failed to comply fully with all of the terms and conditions of paragraphs 1 through 9 above, OWNER may:
 - (1) Suspend payment to the Construction Manager of an amount equal to the value of the work which was to have been performed by an MBE/WBE pursuant to the Construction Manager's Schedule for Participation by Minority/Women Business Enterprises but which was not so performed, in order to ensure that sufficient Contract funds will be available if liquidated damages are assessed pursuant to paragraph 11, and/or
 - (2) Suspend the Construction Manager's performance of this Contract in whole or in part.
- **B.** OWNER shall give the Construction Manager prompt written notice of any action taken pursuant to paragraph A above and shall give the Construction Manager and any other interested party, including any MBE/WBEs, an opportunity to present evidence to OWNER that the Construction Manager is in compliance with the requirements of this Article, or that there is some justifiable reason for waiving the requirements of this Article in whole or in part. OWNER may invite SDO and the Massachusetts Commission Against

- Discrimination to participate in any proceedings undertaken pursuant to this paragraph.
- C. Upon a showing that the Construction Manager is in full compliance with the requirements of this Article, or that the Construction Manager has met or will meet the MBE/WBE participation goals for this Contract, OWNER shall release any funds withheld pursuant to clause A(1) above, and lift any suspension of the Contractor's performance under clause A(2) above.

11. Liquidated Damages; Termination

- A. If payment by OWNER or performance by the Construction Manager is suspended by OWNER as provided in paragraph 10 above, OWNER shall have the following rights and remedies if the Construction Manager thereafter fails to take all action necessary to bring the Construction Manager into full compliance with the requirements of this Article, or if full compliance is no longer possible because the default of the Construction Manager is no longer susceptible to cure, if the Construction Manager fails to take such other action as may be required by OWNER to meet the MBE/WBE participation goals set forth in this Contract:
 - (1) OWNER may terminate this Contract, and/or
 - (2) OWNER may retain from final payment to the Construction Manager, as liquidated damages, an amount equal to the difference between (x) the total of the MBE/WBE participation goals set forth in this Contract, and (y) the amount of MBE/WBE participation credit earned by the Construction Manager for MBE/WBE Work performed under this Contract as determined by OWNER, the parties agreeing that the damages for failure to meet the MBE/WBE participation goals are difficult to determine and that the foregoing amount to be retained by OWNER represents the parties' best estimate of such damages. Any liquidated damages will be assessed separately for MBE and WBE participation.
- **B.** Before exercising its rights and remedies hereunder, OWNER may, but OWNER shall not be obligated to, give the Construction Manager and any other interested party another opportunity to present evidence to OWNER that the Contractor is in compliance with the requirements of this Article or that there is some justifiable reason for waiving the requirements of this Article in whole or in part. OWNER may invite SDO and the Massachusetts Commission Against Discrimination to participate in any proceedings undertaken hereunder.

12. Reporting Requirements

The Construction Manager shall submit to OWNER all information or documentation that is necessary in the judgment of OWNER to ascertain whether or not the Construction Manager has complied with any of the provisions of this Article.

13. <u>Awarding Authority's Right to Waive Provisions of this Article in Whole or In Part</u>

OWNER reserves the right to waive any provision or requirement of this Article if OWNER determines that such waiver is justified and in the public interest. No such waiver shall be effective unless in writing and signed by a representative of OWNER's Compliance Office or the office of its General Counsel. No other action or inaction by OWNER shall be construed as a waiver of any provision of this Article.

APPENDIX C

Prevailing Wage Rates

(To be Provided Prior to Bidding)

APPENDIX D

PROCEDURES FOR AWARD OF SUBCONTRACTS

Pursuant to M.G.L. c.149A, as contained in Chapter 193 of the Acts of 2004, the Owner is required to develop a process consistent with legal requirements for the selection of subcontractors for construction manager at risk projects. This process is described in these Procedures for Award of Subcontracts (the "Procedures"). The Procedures are divided into three parts. The first part describes the prequalification and procurement of "Trade Contractors", which, for the purposes of the Procedures, shall mean the subcontractors performing work in trade categories covered by Section 44F of Chapter 149. The second part describes the prequalification and procurement of all subcontractors that are not Trade Contractors. The third part addresses additional procurement matters.

For the purposes of the Procedures, the term Project shall mean the specific construction project to which the Procedures are being applied; the term CM shall mean the construction manager at risk selected by OWNER to construct the Project; the term Designer shall mean the firm (and its Subconsultants) selected by OWNER to design the Project; the term Project Manager shall refer to the firm retained by OWNER to serve as Project Manager on the Project; and the term Applicant shall mean any firm that submits a response pursuant to the Procedures.

I. TRADE CONTRACTORS

A. Applicability of Procedures

1. <u>Subcontracts Subject to Trade Contract Procedures</u>. The procedures set forth in Sections 2 and 3 below shall govern the award of subcontracts by the CM for the furnishing of labor, materials, and equipment in the performance of the categories of work listed below whenever the estimated construction cost of such category of work exceeds \$25,000:

Roofing and Flashing Glass and Glazing Metal windows Painting

Waterproofing, Damp-proofing and Caulking Plumbing

Miscellaneous and Ornamental Iron Heating, Ventilating, and Air Conditioning

Lathing and Plastering;Electrical workAcoustical TileElevatorsMarbleMasonry workTileFire Protection

Terrazzo Any other categories of work selected by Resilient Floors Owner for designation as Trade Contract work.

The subcontractors performing these trades are referred to throughout the Contract Documents as "Trade Contractor(s)." Contracts for work in these categories of work where the estimated cost of such work exceeds \$25,000 are referred to as "trade contracts."

B. Qualification of Trade Contractors

- 1. Prequalification Committee. OWNER shall establish a prequalification committee ("the Prequalification Committee") consisting of four members. The members shall include a representative of the School Building Committee, a representative of the Owner's Project Manager, a representative of the Designer, and a representative of the The School Building Committee shall designate the Chairperson of the Prequalification Committee. An alternate may be appointed for each member of the Prequalification Committee to serve on occasions when the regular member cannot be available. Both the representative of the Designer and CM serving on the Prequalification Committee, and the alternates representing the Designer and CM shall be subject to OWNER approval. The Prequalification Committee shall conduct the prequalification of trade contractors as set forth in Sections I.B of the Procedures. The CM will provide assistance to the Prequalification Committee in the exercise of its responsibilities under the Procedures, including assistance from CM staff. Three members of the Prequalification Committee shall constitute a quorum for the purposes of conducting the Prequalification Committee's official business. The Chairman of the School Building Committee or his designee may join any meeting of the Prequalification Committee as a voting member in order to achieve a quorum, if in the Chairman's judgment the action scheduled for such meeting cannot be postponed without adverse consequences to the Project.
- 2. Request for Qualifications. OWNER shall issue a request for qualifications ("RFQ") for each category of work listed in Section I.A.1 if such work is required on the Project. The RFQ shall be placed on the Comm-PASS web site; advertised in a newspaper of general circulation in the area of the Project and in the Central Register established under Massachusetts General Laws, Chapter 9, Section 20, and in such additional media as OWNER and the Prequalification Committee may deem appropriate at least fourteen (14) calendar days before the deadline for Applicants to submit a response to the RFO by submission of a Statement of Qualifications ("SOO"). All interested Trade Contractors shall be eligible to respond to the RFQ and participate in the prequalification process. The CM firm may submit its qualifications to bid on trade contract work provided that the CM customarily performs the work for which it submits its qualifications and does so with employees on its own payroll, and provided that the CM meets all the requirements of the selection process. The RFQ shall be prepared by OWNER in a form consistent with the requirements of M.G.L. c. 149A and in consultation with the Prequalification Committee and the CM. The RFQ shall contain a form or forms (individually or collectively, the OWNER "Statement of Qualifications" or "SOQ") requiring the information necessary for the Prequalification Committee to determine if the Applicant is qualified to perform the category of work for which it seeks prequalification on the Project. OWNER's Standard form RFQ and SQQ will be provided by OWNER and must be utilized as the RFQ and SOQ for the Project. The RFQ shall include, at a minimum:
 - a. the date, time, and place for submission;
 - b. relevant information about the project and the bidding process;
 - c. the specific criteria for trade contractor prequalification and selection;

- d. a statement indicating that the RFQ will be used to prequalify trade contractors that will be invited to submit a bid; and
- e. that the responders' names are to be posted, but that there shall be no public opening of responses.
- 3. <u>Prequalification Criteria</u>. The Prequalification Committee shall evaluate the information submitted by each Applicant on its DCAM Statement of Qualifications, the results of reference checks performed by OWNER and/or the CM, and any other information required or obtained by the Prequalification Committee. The following subparagraphs enumerate the legally required categories to be used by the Prequalification Committee in evaluating the Applicants, the subcategories of information within each category, and the specific point allocation required for prequalification within each category. Applicants must achieve an overall score of 70 or greater and must also achieve the minimum required points within each category in order to be deemed prequalified. Applicants that do not achieve both the minimum scores within each category and do not achieve an overall score of 70 or above shall not be deemed prequalified.
 - a. Management Experience (50 points, minimum of 25 required for approval)
 - i) Business owners The name, title, years with firm of the owner(s) of the business
 - ii) Management personnel The names, title, education and construction experience, years with firm, and list of projects completed by all management personnel.
 - iii) Similar project experience The project name(s), description, description of scope, original trade contract sum, final trade contract sum with explanation, and date completed of similar projects.
 - iv) Terminations A list of any projects on which the trade contractor was terminated or failed to complete the work.
 - v) Lawsuits A list of commercial lawsuits in which the trade contractor is a defendant or defendant-in-counterclaim with regard to construction contracts within the last 3 years. The lawsuits shall not include any actions that primarily involve personal injury or workers' compensation claims, or where the sole cause of action involves the trade contractor's exercise of its rights for direct payment under the law.
 - vi) Safety record The three-year history of the trade contractor's workers' compensation experience modifier.
 - b. References (30 points; minimum of 15 required for approval)
 - i) Client references for all projects listed in clause (iii) of Management experience above, including the project name, client's name, address, telephone and fax number, and contact person.
 - ii) Credit references .A minimum of five credit references, including telephone and fax number of contact person from key suppliers, vendors and banks.

- iii) Public project record A list of all completed public building construction projects as defined in section 44A of chapter 149 during the past three years with client's name, address, telephone and fax number and contact person.
- c. Capacity to Complete Projects (20 points; minimum of 10 required for approval)
 - i) Annual revenue for prior three fiscal years. There shall be no requirement for submission of financial statements.
 - ii) Revenue under contract for next three fiscal years.
- d. Commitment Letter (mandatory no points assigned)

Mandatory commitment letters from surety companies or authorized agents stating that payment and performance bonds at 110% of the estimated trade contract value will be provided to the applicant if it is the successful bidder. The surety company providing the commitment letter must be licensed to do business in the Commonwealth and appear on the United States Treasury Department Circular 570.

- e. <u>Certificate of Eligibility (mandatory, no points assigned)</u>
 All SOQs submitted after January 1, 2006 must include a DCAM issued certificate of eligibility listing the Applicant as currently certified as a subcontractor in the scope of work for which the Applicant is submitting its SOQ.
- f. <u>Update Statement</u> (mandatory, no points assigned)
 All SOQs submitted after January 1, 2006 must include a fully completed and current Update Statement prepared by the Applicant.

Applicants that are certified by the Massachusetts State Supplier Diversity Office ("SDO") as either a Minority Business Enterprise, a Women Business Enterprise or a Minority/Women Business Enterprise and provide documentation of current SDO certification with their SOQ will have an additional 5 points added to their overall score.

If the Applicant is a joint venture, the Applicant must submit a copy of the joint venture agreement, signed by each member, and the joint venture agreement must clearly identify, for each member of the joint venture, such member's proportionate share or interest in the financial or other benefits, risks or liabilities of the venture ("joint venture interest"). One member of the joint venture must have a joint venture interest greater than fifty (50) percent ("the Lead Venturer"). The requirements for prequalification in §I.B.3 above shall be met by each member of the joint venture; and the bonding requirements of §I.B.3.d above shall be met by the Lead Venturer or by the joint venture as an entity. A joint venture prequalified by the Prequalification Committee must obtain a Certificate of Eligibility from DCAM prior to the time bids are filed and must submit the Joint Venture's Certificate of Eligibility with its bid.

Joint ventures must be submitted for consideration by the Prequalification Committee. Following the deadline for submission of SOQs for a specific category of work, joint ventures for that category of work which were not submitted to the Prequalification Committee may not bid on that category of work, except that two firms both of whom

were independently prequalified by the Prequalification Committee for that category of work, may form a joint venture to bid that category of work without further consideration by the Prequalification Committee provided the Joint Venture has been DCAM Certified prior to submitting its bid and submits the Joint Venture's Certificate of Eligibility with its bid.

4. <u>Deliberations of the Prequalification Committee</u>. The Prequalification Committee shall consider each SOQ submitted based on the criteria set forth in §I.B.3 above. The Prequalification Committee shall require that all mandatory submissions are submitted by the Applicant and apply a numerical scoring system, with both the minimum point scores for each category, and a score of 70 out of a possible 100 overall points, required to be prequalified. The Prequalification Committee shall prepare a written record of the evaluation of each Applicant.

The scoring system shall provide for the assigning of scores as follows. The Prequalification Committee shall first consider whether the Applicant has met the requirements of Subparagraphs d, e and f, bonding commitment letter, certificate of eligibility and update statement. If the Applicant has satisfied those criteria, it shall be awarded up to 100 points using the criteria listed above. Applicants that do not meet the requirements of Subparagraphs d, e and f shall not be presented to the Prequalification Committee for consideration.

Any Applicant that fails to achieve either an overall score of at least 70 or that fails to achieve the minimum required points within each category shall be deemed not to be prequalified for the category of work for which the Applicant sought prequalification. If it is determined at any time during the evaluation process, that an Applicant has willfully supplied materially false or misleading information in its application or otherwise, the Applicant may be eliminated from further consideration for prequalification for the Project and, in the discretion of the Owner, for any other projects requiring prequalification under these Procedures.

The decision of the Prequalification Committee shall be final and not subject to appeal except on the grounds of fraud or collusion. An Applicant firm's prequalification score shall be made available to that Applicant firm only and only upon request. An Applicant firm's score shall not be a public record as defined in M.G.L. c. 4, §7 and shall not be open to public inspection to the fullest extent possible under the law.

A list of the Applicants that have been determined by the Prequalification Committee to be prequalified and therefore eligible to bid shall be posted at the offices of OWNER listing the firms by trade categories. Applicants shall also be notified of the Prequalification Committee's determination on prequalification by mail at the address furnished by each Applicant.

The Prequalification Committee reserves the right to reopen the prequalification process for any category of work before it has completed its evaluation of firms that previously submitted DCAM SOQs and/or to hold multiple rounds of prequalification for any

given category of work. In either case, any Applicant that has submitted a complete DCAM SOQ shall not be required to submit another one, although any Applicant not prequalified may elect to amend its SOQ prior to the latest deadline for submitting information for the trade contract for which the Applicant seeks to be prequalified.

No person or firm suspended or debarred pursuant to Massachusetts General Laws Chapter 29, Section 29F, or Chapter 149, Section 44C, or disqualified pursuant to Chapter 7, Section 38D, or which has been debarred by the Federal Government shall be determined to be qualified to compete for a trade contract or any other contract or subcontract to be issued on the Project. If any Applicant determined to be qualified to perform one or more trade contracts is subsequently suspended or debarred pursuant to such laws, the qualification of such Applicant shall be rescinded and such Applicant shall be notified of such action and eliminated from the list of prequalified bidders.

5. Determinations to Remain in Effect. The Prequalification Committee's determinations as to which Applicants are prequalified shall remain in effect, subject to the following provisions of this Section I.B.5, for the duration of the Project. Upon receipt at any time of additional information deemed material and significant by the Prequalification Committee regarding a previously prequalified Applicant's qualifications or responsibility, including, but not limited to, compliance with any minimum prequalification requirements, the Prequalification Committee may determine, in consultation with OWNER and the CM, that the Applicant is not qualified to perform the applicable trade contract(s) for the Project. In such event, the Prequalification Committee shall notify the Applicant of its determination, and inform the Applicant of any information on which the Prequalification Committee's determination is based that was not furnished by the Applicant.

C. Bidding

- 1. <u>Requests for Bids</u>. A request for bids ("RFB") will be issued for each trade contract subject to Sections I.B of these Procedures. The RFB will only be issued to the Trade Contractors appearing on the list of prequalified Applicants for the applicable trade contract determined pursuant to Section I.B above. The RFB shall include at least the following attachments:
- a. the date, time and place for submission of responses to the request for bids.
- b. fully detailed drawings and specifications by class of work in accordance with paragraph (a) of Subsection 1 of Section 44F of Chapter 149 of the Massachusetts General Laws (i.e., separate specification sections for the trades listed in Paragraph 1.1 above) which shall provide for full competition for each item of material to be furnished under the contract as set forth under subsection (b) of M.G.L. c.30, §39M;
- c. drawings and specifications that provide for full competition for each item of material to be furnished under the contract as set forth under Subsection (b) of Section 39M of Chapter 30 of the Massachusetts General Laws;
- d. a detailed definition of the Trade Contractor's scope of work, including alternates and unit price items, if any, within that scope of work;
- e. a project schedule indicating the planned sequence and duration of each trade contractor's work;

- f. list of the Trade Contractors prequalified for the work covered by the RFB;
- g. a Trade Contractor bid form, in a format provided by OWNER, that shall require, without limitation, a listing of price, addenda, alternates and unit price items, if any, for the trade work; certification that the trade contractor will perform the complete trade work with employees on his own payroll, except for work customarily performed by sub-trade subcontractors within the trade; and the names of all sub-trade subcontractors to be used if awarded the trade contract and each sub-trade contract sum; to the extent applicable, an identification by the Trade Contractor that it is a MBE or WBE or a list of the MBEs and/or WBEs proposed to be used by the Trade Contractor;
- h. an affidavit that must be executed by all bidders confirming that all sub-trade subcontractors named on the bid form have been prequalified by the Trade Contractor using criteria similar to the criteria for the prequalification of Trade Contractors:
- i. an affidavit of tax compliance that must be executed by all bidders;
- j. an affidavit of prevailing wage compliance pursuant to M.G.L. c. 149, §§ 26 and 27 that must be executed by all bidders;
- k. a noncollusion affidavit that must be executed by all bidders;
- 1. a requirement that a bidder post a 5% bid bond from a surety company licensed to do business in the Commonwealth and whose names appears on U.S. Treasury Department Circular 570; but the bid bond shall be returned to the bidder if the bidder is not selected as the Trade Contractor;
- m. a budget for the project, and the budget amount for the trade contract scope of work as provided in the project guaranteed maximum price, if available, or as provided in the most recent budget for the project;
- n. a requirement that a bidder submit a current Certificate of Eligibility issued by DCAM to the Trade Contractor showing that the Trade Contractor is certified for the trade category for which the bid is submitted.
- o. a requirement that a bidder submit a completed Update Statement with its bid; and
- p. a Trade Contractor agreement form as set forth in M.G.L. c. 149A, §8 (k). The prequalified Trade Contractors shall submit bids in compliance with the requirements of the Request for Bids package.
- 2. <u>Bid Opening</u>, <u>Award</u>, <u>Rejection and Negotiation of Bids</u>. Bids shall be opened publicly by OWNER. Bids for each trade shall be: a) accepted only from firms appearing on the list of prequalified firms described in Section I.A for such trade; b) submitted as set forth in the RFB, and c) opened publicly. Any bid which does not include the bid bond or affidavits required pursuant to law or any response in which the information requested is incomplete, conditional, or obscure or which contains any additions not required in the request for bids package shall be rejected. The trade contract for each trade shall be awarded to the lowest prequalified bidder except that OWNER reserves the right to reject the bids of any and all Trade Contractors if: a Trade Contractor is not eligible to submit a bid; if the bid does not represent the bid of a person competent to perform the work specified; or if less than three such bids were received and the prices are not reasonable for acceptance without further negotiation or

competition. In addition if fewer than three responsive bids are received for any trade category and the lowest bid exceeds the estimated cost for the work, the CM shall attempt to negotiate an acceptable price with the lowest prequalified bidder. If the negotiations are unsuccessful, the construction manager shall terminate negotiations with the lowest prequalified bidder and shall initiate negotiations with the trade contractor who was the second lowest prequalified bidder. If the CM is unsuccessful in negotiating an acceptable price with the lowest prequalified bidder and second lowest prequalified bidder, the construction manager, on behalf of and with the consent of the public agency, shall solicit additional bids utilizing the procedures for selection of subcontractors who are not trade contractors, set out below and in M.G.L. c. 149A, § 8 (i).

3. <u>Trade Contract Execution.</u> Each trade contractor selected to perform work on the Project shall return an executed trade contract including the required performance and payment bonds and insurance certificate to the CM within 10 business days of receipt of the trade contract from the CM. The trade contract shall be the trade contract agreement required by law and in a form provided by OWNER.

II. OTHER SUBCONTRACTS

A. Applicability of Procedures

1. <u>Subcontracts Subject to Procedures for Other Subcontracts</u>. The process set forth in these Sections II.A. and II.B. of the Procedures shall apply to the procurement of subcontracts and subcontractors that are not subject to the provisions of Sections I above, specifically subcontractors that are not Trade Contractors, and where the subcontract scope of work has an estimated value that is equal to or exceeds \$25,000.

B. Prequalification and Procurement

Subcontracts in With an Estimate Cost equal to or greater than \$25,000. For 1. Subcontracts that are not trade contracts with an estimated cost equal to or greater than \$25,000, the CM shall submit to OWNER for its approval the qualifications which it believes a subcontractor must have to perform the work of the subcontract and a list of a minimum of three (3) subcontracting firms, and preferably at least five (5) subcontracting firms, which the CM believes meet the qualifications. The CM shall submit information in a form and content satisfactory to OWNER concerning the qualifications and responsibility of the proposed subcontractors and, when relevant, how the selection will further the CM's compliance with its Project MBE and WBE participation goals. The CM firm may submit its qualifications to bid on subcontract work provided that the CM customarily performs the work for which it submits its qualifications and does so with employees on its own payroll, and provided that the CM meets all the requirements of the selection process. OWNER may eliminate firms from the list of firms submitted by the CM, and OWNER may add firms to the list submitted by the CM. The CM must add the firms requested by OWNER to the list if the firms are acceptable to the CM. If the firms OWNER requested be added are not acceptable to the CM based upon qualifications, ability or for any other reason the CM must advise OWNER of its objections and the basis for the objections in writing. If OWNER determines that the CM's objections to the OWNER requested firm(s) are valid then the

requested firms will not be added to the list otherwise the firm(s) requested by OWNER will be added.

The CM will invite all subcontractors on the approved list to submit bids for the subcontract work, using forms and procedures approved by OWNER. The bids shall be based on detailed bidding information developed by the CM for the subcontract work. The CM will submit to OWNER a list of bids submitted for each subcontract and with the list will indicate the bidder it recommends be selected to be awarded a subcontract. The CM shall along with its submission provide a written explanation as to the reasons for its selection and recommendation. The CM's recommendation will be based on relevant factors including, but not limited to, price, quality of work, and MBE and/or WBE participation. OWNER approval is required before a subcontract can be awarded by the CM to a subcontractor, which approval shall not be unreasonably withheld provided the selection will not have an adverse effect on meeting project goals including, but not limited to, price, quality of work and/or MBE/WBE participation. In no event will the selection of a subcontractor affect the GMP agreed to by the CM. The CM may, with the approval of OWNER, reject the proposals for a subcontract and either resolicit that scope of work or negotiate with one or more of the firms that

either resolicit that scope of work or negotiate with one or more of the firms that submitted the rejected proposals. Such rejection may be based on the proposal being too high compared to the amount carried in the GMP for that scope of work or upon any other basis approved by OWNER.

2. <u>Subcontracts with An Estimated Cost Less Than \$25,000</u>. Subcontracts with an estimated cost less than \$25,000, and subcontracts for the supply of materials or equipment not including performance of labor in construction at the Project site, regardless of the estimated cost, may be awarded by the CM using any method selected by the CM with the approval of OWNER.

III. OTHER PROCUREMENT PROVISIONS

A. Emergencies

In case of an emergency, OWNER or the CM may award a contract for such work as is necessary to preserve or protect the health or safety of persons or property on the basis of such competitive bids or proposals as it can reasonably obtain in time to respond to the emergency and without public advertisement or opening of bids or proposals; or the CM may perform such work with its own forces.

B. Termination of Contracts

Termination of Trade Contracts and Other Subcontracts. If a trade contract, or other subcontract, is terminated in whole or in part by the CM after the subcontractor commences work but prior to completion of the work covered by such trade contract or other subcontract on account of breach or default by the trade contractor or other subcontractor, or for other reasons in the public interest approved by OWNER, the CM may engage a replacement subcontractor using any method selected by the CM and approved by OWNER, or may perform the affected work with its own forces, as necessary to preserve, protect, or complete the work without following these procedures and without public advertisement or opening of bids or proposals. The termination of a trade or other subcontractor prior to completion of its work shall not be the basis for an increase in the GMP.

C. Miscellaneous Provisions

- 1. <u>Procurement Records</u>. The Prequalification Committee and the CM shall ensure that OWNER has a complete set of the following records:
 - a. All RFQs issued pursuant to Section I of these Procedures, including all addenda.
 - b. All DCAM SOQs and other information furnished to or otherwise obtained by the Prequalification Committee and the CM concerning qualification of each Applicant responding to an RFQ including any references or scoring obtained or generated in connection with the SOQs.
 - c. All RFBs issued by the CM to prequalified Trade Contractors pursuant to Section 3 of these Procedures.
 - d. All bids received from such Trade Contractors in response to such RFBs.
 - e. All solicitations for bids or proposals issued by the CM to firms other than Trade Contractors.
 - f. All bids and proposals received by the CM from such firms in response to such solicitations.
 - g. All contracts awarded pursuant to these procedures.
 - h. All other written documents required pursuant to the terms of these Procedures.
 - i. All other documents referring or relating to the evaluation of qualifications, proposals or bids, including but not limited to, all notes (to the extent included in Project files), memoranda, correspondence and meeting minutes, whether formal or informal, in either electronic media or hard copy. OWNER shall retain copies of such records for a period of six (6) years from the date of final payment under the contract to which such records relate. The Secretary of Administration and Finance and the Inspector General of the Commonwealth shall have access to all such records at any time upon reasonable notice.
- 2. <u>Severability</u>. If any provision of these Procedures shall be determined to be invalid or unenforceable, the remaining provisions of the Procedures shall remain in full force and effect.
- 3. <u>Time</u>. The periods of time within which any party is required to act under the terms of these procedures when described in terms of "days" shall, unless otherwise specified, mean calendar days (and not business days), except that if the last day of any such time period falls on a Saturday, Sunday, or legal holiday in Massachusetts, the period of time during which the required action must be taken will be extended to the next following business day.

APPENDIX E

- Form for Subcontract between Construction Manager and Trade Contractor
- Form for Subcontract between Construction Manager and Subcontractor (other than Trade Contractor)

FORM FOR SUBCONTRACT BETWEEN CONSTRUCTION MANAGER AND TRADE CONTRACTOR AS SET FORTH IN THE CONTRACT DOCUMENTS

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Management At Risk Firm, either oral or in writing, the Trade Contractor agrees to begin, prosecute and complete the work described in this Trade Contract in an orderly manner and in accordance with the Project Schedule attached as Exhibit C as it may be reasonably modified from time to time by agreement of the Construction Management At Risk Firm and the Trade Contractor.

- (3) The Trade Contractor agrees to furnish to the Construction Management At Risk Firm, on execution of this Trade Contractor Agreement and prior to commencing the work, evidence of workers' compensation insurance as required by law and evidence of public liability and property damage insurance of the type and in limits required to be furnished to the Public Agency by the Construction Management At Risk Firm.
- (4) The Construction Management At Risk Firm agrees that no claim for services rendered or materials furnished by the Construction Management At Risk Firm to the Trade Contractor shall be valid unless written notice thereof is given by the Construction Management At Risk Firm to the Trade Contractor during the first ten (10) days of the calendar month following that in which the claim originated.
- (5) This Trade Contractor Agreement is contingent upon the execution of an amendment to the contract between the Construction Management at Risk Firm and the Public Agency for the work of the Trade Contractor.
- (6) If the trade contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to sub-trade subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Construction Management At Risk Firm, or otherwise be guilty of a substantial violation of any provision of the contract, then the Construction Management At Risk Firm may, without prejudice to any other right or remedy and after giving the Trade Contractor and his surety seven days' written notice, terminate the employment of the Trade Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient. In such case the Trade Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the trade contract price shall exceed the expense of finishing the work including compensation for additional architectural, managerial and administrative services, such excess shall be paid to the Trade Contractor. If such expense shall exceed such unpaid balance, the Trade Contractor shall pay the difference to the Construction Management at Risk Firm. The Construction Management at Risk Firm and Trade Contractor shall have the right to seek damages for breach of this Trade Contract without terminating this Trade Contract or ceasing performance hereunder.
- (7) Trade Contractor is directed to the following executive orders, which are incorporated herein from the general conditions of the Construction Manager At Risk Contract: Order 481, regarding undocumented workers; Order 478, regarding nondiscrimination and affirmative action; Order 130, regarding anti-boycott agreement;

Order 484, regarding clean energy and efficient buildings; Order 390, regarding affirmative market programs; and Order 195, regarding access to records. Trade Contractor is further directed to M.G.L. c. 7 s. 22C, which restricts the investment of state funds in companies doing business in Northern Ireland.

(8) The following exhibits are incorporated into their subcontract:

Exhibit A: Contract Documents

Exhibit B: Detailed Scope of Work

Exhibit C: Project Schedule

IN WITNESS WHEREOF, the parties hereto have executed this agreement the date and year first above-written.

SEAL ATTEST	
	Trade Contractor
SEAL ATTEST	
	Construction Management at Risk Firm

THIS FORM MAY BE REPRODUCED

FORM FOR SUBCONTRACT BETWEEN CONSTRUCTION MANAGER AND SUBCONTRACTOR OTHER THAN TRADE CONTRACTOR AS SET FORTH IN THE CONTRACT DOCUMENTS

THIS AGREE	EMENT ma	ade this _	day of	20), by and	between
a partnership	consisting of	of	ng under the law o			
an individual	doing busin	ness as				
hereinafter	called	the	"Construction	Manager	or CN	d" and
a corporation	organized a	and existi	ng under the laws	of		
a partnership	consisting of	of				
an individual	doing busii	ness				
hereinafter ca	lled the "Si	ubcontrac	tor",			
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for the sum of	•	·	,	(\$)
and the CM a	grees to pay	y the Sub	contractor said sur	n for said work	. This price in	ncludes the
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Alternate No(s)		_,	,	,	
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obligations and responsibilities that the Awarding Authority by the terms of the

hereinbefore described documents assumes to the CM, except to the extent that provisions contained therein are by their terms or by law applicable only to the Awarding Authority. The Subcontractor shall preserve and protect the rights of the OWNER under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall be subject to the Record Retention requirements as set forth in the Contract Documents.

- 2. The CM agrees to begin, prosecute and complete the entire work specified by the Awarding Authority in an orderly manner so that the Subcontractor will be able to begin, prosecute and complete the work described in this subcontract; and, in consideration thereof, upon notice from the CM, either oral or in writing, the Subcontractor agrees to begin, prosecute and complete the work described in this Subcontract in an orderly manner and with due consideration to the date or time specified by the Awarding Authority for the completion of the entire work.
- 3. The Subcontractor agrees to furnish to the CM within a reasonable time after the execution of this subcontract, evidence of workmen's compensation insurance as required by law and evidence of public liability and property damage insurance of the type and in limits required to be furnished to the Awarding Authority by the CM.
- 4. The CM agrees that no claim for services rendered or materials furnished by the CM to the Subcontractor shall be valid unless written notice thereof is given by the CM to the Subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.
- 5. The Subcontractor agrees that it shall enter into similar agreements, as this, with its Subcontractors, except to the extent that provisions contained herein are by their terms or by law applicable only to the CM and/or Contractor.
- 6. The CM agrees that it has provided to the Subcontractor, prior to the execution of this Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Subcontract. The Subcontractor agrees that it shall similarly make copies of such Contract Documents available to its Subcontractors.
- 7. In the event of termination of the Contract due to the default of the CM or for any other reason, the OWNER shall have the right (but shall have no obligation) to assume, and/or accept assignment of and further assign to a general contractor or construction manager or other third party who is qualified and has sufficient resources to complete the Work, the rights of the CM under the Subcontract with such Subcontractor. In the event of such assumption or assignment by the OWNER, the Subcontractor shall have no claim against the OWNER or such third party for work performed by such Subcontractor or other matters arising prior to termination of the Contract, and the OWNER or such third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after such assumption or assignment.

- 8. The Subcontractor is directed to the following executive orders, which are incorporated in the general conditions of the Construction Manager At Risk Contract: Order 481, regarding undocumented workers; Order 478, regarding nondiscrimination and affirmative action; Order 130, regarding anti-boycott agreement; Order 484, regarding clean energy and efficient buildings; Order 390, regarding affirmative market programs; and Order 195, regarding access to records. The Subcontractor is further directed to M.G.L. c. 7 s. 22C, which restricts the investment of state funds in companies doing business in Northern Ireland.
- 9. Nothing contained herein, shall be construed to create any contractual relationship between the Subcontractor and the OWNER.
- 10. This agreement is contingent upon the execution of a Contract for Construction Management Services between the CM and the Awarding Authority for the complete work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above-written.

SEAL ATTEST

	(Name of Subcontractor)
EAL ATTEST	By:
	(Name of CM)
	Ву:
	(City and State)

THIS FORM MAY BE REPRODUCED