

**JOHN R. PIERCE SCHOOL
Brookline, Massachusetts**

**CONSTRUCTION CONTRACT FOR CONSTRUCTION
MANAGER AT RISK SERVICES**

OWNER - CONSTRUCTION MANAGER AGREEMENT

Awarding Authority: TOWN OF BROOKLINE

This agreement ("Contract") is made as of the [DAY, MONTH, YEAR] by and between TOWN OF BROOKLINE, with a principal place of business at Brookline Town Hall, 333 Washington Street, Brookline, MA 02445, and represented by Owner's Project Manager, LeftField, LLC, and Consigli Construction Co., Inc., a Construction Manager with a principal place of business at 72 Sumner Street, Milford, MA 01757, hereinafter called the "Construction Manager or CM."

The terms used in this Owner - Construction Manager Agreement, which are defined in the General Conditions of the Contract, shall have the meanings designated therein.

Preliminary Statement

- A. Pursuant to M.G.L. c. 149A the TOWN OF BROOKLINE ("Owner") is undertaking the construction of the JOHN R. PIERCE 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.
- C. Owner has engaged MILLER DYER SPEARS, INC (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 The Construction Manager’s Responsibilities. The CM shall perform the Work as required by the Contract Documents to construct the John R. Pierce School.

1.2 Site. The Site is defined in Article I of the General Conditions.

1.2.1 Site Inspection. 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.

1.2.2 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.

1.2.3 Site Testing By CM. 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.

2.1 Contract Documents. The following documents form the Contract, are (will be) incorporated by reference herein, and are referred to as the "Contract Documents:"

- The Request for Proposals for Construction Management Services for the John R. Pierce School
- The Construction Manager’s Proposal
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- 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.
- 3.2 Standard of Performance. 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 Commencement Date. The CM shall begin schematic design, 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 Schematic Design Services. The NTP for Schematic Design services shall be issued within a reasonable time following execution of the Contract.
- 4.1.2 Pre-Construction Services. The NTP for Pre-Construction services shall be issued within a reasonable time following execution of the Contract.
- 4.1.3 Construction Services. 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 Substantial and Final Completion. The Contract Time commences immediately from the date a written Notice to Proceed for Construction of the Project is issued to the CM. If the Town decides to pursue an Enabling/Early Bid Package, it may begin on or about July 2023. The CM is to achieve Substantial Completion of the entire work no later than November 2026, subject to any adjustments in the Contract Time approved by Owner in accordance with the Contract Documents (the “Substantial Completion Date”). The CM shall achieve Final Completion of the Work, no later than March 2027, subject to adjustments of the Contract Time approved by Owner in accordance with the Contract Documents (the “Final Completion Date”).
- 4.3 Time is of the Essence. 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 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 Substantial Completion. 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 Schematic Design Services. Commencing upon the date of this Agreement, unless otherwise directed in a notice to proceed issued by Owner, the CM shall perform schematic design services as provided in this Article and elsewhere in the Contract Documents.

5.1.2 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.

5.1.3 Cost Estimates.

(a.) The CM shall prepare for the review of the Designer and approval of Owner at least one fully detailed estimate of the Construction Cost of the Project: one estimate based on the Schematic Design documents. The 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 Cost Estimate will incorporate costs related to Site Logistics, Phasing for the Work, and Construction Schedule. The Construction Cost does not include costs of land acquisition, financing costs, or design fees. The CM shall provide value engineering analysis and recommendations 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.

5.1.4 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.

5.1.5 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 as appropriate:

- (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.

5.1.6 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 5.1.5 and a discussion of the important issues facing the Project as of the date of the Report's submittal.

5.2 Pre-Construction Services. Commencing upon the date of the Notice to Proceed with the Preconstruction contract amendment, , 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.

5.2.1 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.

5.3 Pre-Construction and Construction Services. 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.

5.3.1 Design Review. The CM shall review, on a continuous basis, development of the Drawings, Specifications and other design documents produced by the Designer. Review of the documents is to discover inconsistencies, errors and omissions between and within design disciplines. 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. 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.

5.3.2 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.

5.3.3 Cost Estimates.

- (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.

5.3.4 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.

5.3.5 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.

5.3.6 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 5.3.5 and a discussion of the important issues facing the Project as of the date of the Report's submittal.

5.3.7 Subcontracts. 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.

5.4 Construction Services. 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.

5.4.1 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.

5.4.2 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

5.4.3 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.

5.4.4 Criminal Offender Record Information Check. 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.

5.4.5 CM Responsibility for Managing Construction. 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.

5.4.6 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.

5.5 General Requirements for Schematic Design, Pre-Construction, and Construction Services

5.5.1 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.

5.5.2 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 qualifications 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 General Conditions Payment.

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. The CM may make a claim for extension of the Contract Substantial Completion date and/or the Final Completion date only as provided in, and subject to the limitations specified in, the Contract Documents. The labor billing rates stated in Form B of **Exhibit GC** are fully-burdened, stipulated rates that will remain unchanged for the duration of the Work.

6.2.2 Intentionally Omitted

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 Construction Manager's Fee.

- 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 Schematic Design Services in the amount of \$57,400 as identified on “Line” of Form B in Exhibit GC (the “Schematic Design Services Fee”) in monthly payments. From the commencement through the end of the Schematic Design Period, equally divided lump sum payments of \$ 16,400 for the three and a half (3.5) months of Schematic Design Services, shall be made on a monthly basis. For each month or partial month during the period from the commencement of the Schematic Design Period through the period when Schematic Design Services end, the CM shall submit a monthly invoice to Owner requesting payment of the Schematic Design Services Fee. Payment shall be processed in accordance with Article VIII of the General Conditions of the Contract.
- 6.3.2 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 \$254,200 as identified on “Line 2” of 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 \$14,953 for the _____ 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.
- 6.3.3 Construction. 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 \$3,010,000 as identified on “Line 3” 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 Changes in the Work. 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 Hard Cost of the Work. The "Hard Cost of the Work" 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 Subcontract Costs. Payments made by the Construction Manager to any Subcontractor in accordance with the requirements of an approved Subcontract.

7.1.2 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 (in lieu of subcontractor bonds for non-filed subcontractors, the CM may enroll subcontractors in its Subcontractor Default Insurance Program) with approval of the Owner.
- (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.

7.2 Construction Contingency.

7.2.1 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.

7.2.2 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.

7.2.3 Contingency Balance. 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.

7.3 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.
- (j) 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.

7.4 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 Accounting Records

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.

- 7.5.2 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.
- 7.5.3 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.
- 7.5.4 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.

- 10.2 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.
- 10.3 Information Confidential. 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 Governing Law. The Contract shall be governed by the laws of the Commonwealth of Massachusetts.
- 10.5 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 or the Designer be liable to the CM except for obligations expressly assumed by Owner or the Designer under the Contract Documents, nor shall Owner or the Designer ever be liable to the 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 Termination of Contract. The Contract may be terminated as provided in Article XVII of the General Conditions.

10.8 Exhibits. 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

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:

The Project's Minority Business Enterprise (MBE) participation goal is 5.1% and the Project's Women Business Enterprise (WBE) participation goal is 10% of the Guaranteed Maximum Price (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: _____

Name: _____

Title: _____

Date: _____

TOWN OF BROOKLINE

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: _____

Name: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

Name: _____

Title: _____

Date: _____

Attach Exhibits A, B, C and GC

EXHIBIT A: ADDITIONAL INSURANCES

NOT USED

EXHIBIT B: FORMS FROM CM AT-RISK RFP

Attachment M.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, Preliminary Design Program Submission and Preferred Schematic Report, referred to the project website for additional information, 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: Consigli Construction Co., Inc.
Company or Joint Venture Name

Matthew Consigli
Authorized Representative Signature


Matthew Consigli
Print Name and Title

Attachment M.3
INFORMATIONAL SHEET

A. If a Corporation:

Incorporated in what State: Massachusetts

President: Matthew Consigli

Treasurer: Anthony Consigli

Secretary: J. Scott Lerner

B. If a foreign corporation, are you registered to do business in Massachusetts?

Yes N/A No N/A

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.

D. If an individual:

Name: N/A

Residence: N/A

E. If an individual doing business under a firm name:

Name of Firm: N/A

Business Address: N/A

Name of Individual: N/A

Attachment M.4
AFFIDAVIT OF COMPLIANCE

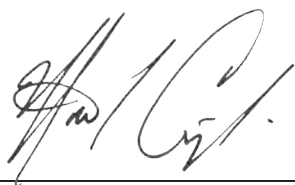
 X Massachusetts Business Corp. Foreign Corp. Non-Profit Corp.

I, President Matthew Consigli Clerk President of

 Consigli Construction Co., Inc. , principal office is located at 72 Sumner Street, Milford, MA 01757

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 1 day of April , 20 22 .



Signature of Duly Authorized Corporate Officer

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

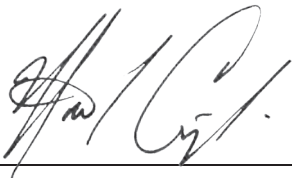
I Matthew Consigli, President, of the
Name Title

Consigli Construction Co., Inc., with a principal office is located at _____
Offeror's Company Name

72 Sumner Street, Milford, MA 01757

do hereby certify that the above named corporation will comply with the prevailing wage laws as set forth in Sections 26 and 27 of the Massachusetts General Laws.

SIGNED UNDER THE PENALTIES OF PERJURY this 1 day of April, 2022.



Signature of Duly Authorized Corporate Officer

Attachment M.6
CERTIFICATION OF TAX COMPLIANCE

TOWN OF BROOKLINE, MA

Pursuant to M.G.L. Ch. 62c. sec. 49a.

I, Matthew Consigli,

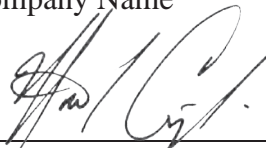
President, X, Clerk, _____, Partner, of _____,

_____, hereby certify under penalties of perjury

that Consigli Construction Co., Inc. has, to my best knowledge and belief, filed all state tax returns and paid all state taxes required under law.

#042088291
Federal Identification Number
or Social Security Number

Consigli Construction Co., Inc.
Company Name



Signature

Matthew Consigli
Name of Duly Authorized (type/print)

President
Title/Company Position

Attachment M.7

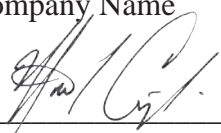
CERTIFICATION OF NON-DISCRIMINATION

Article 4.4 of the Town of Brookline General By-Laws

By signing below, CONTRACTOR 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.

Consigli Construction Co., Inc.

Company Name



Signature

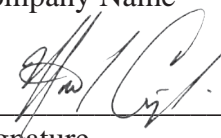
Article 4.5 of the Town of Brookline General By-Laws

In compliance with Article 4.5 of the Town's General By-laws, CONTRACTOR hereby certifies as follows: I shall 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 any individual in fulfilling the terms of the foregoing attached contract.

Signed under the pains and penalties of perjury, on this 1 day of April, 2022.

Consigli Construction Co., Inc.

Company Name



Signature

FEDERAL INSURANCE COMPANY
BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

March 8, 2022

Ms. Jen Carlson
Town of Brookline
c/o Leftfield
101 Federal Street
Boston, MA 02110

RE: **Consigli Construction Co., Inc.**
Request for Qualifications for Construction Manager at Risk Services
John R. Pierce School
Estimated Construction Cost: \$220,000,000 +/-

Dear Ms. Carlson:

Federal Insurance Company and Berkshire Hathaway Specialty Insurance Company ("co-surety") is privileged to act as co-surety for Consigli Construction Co., Inc. ("Consigli"). As Consigli'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 our relationship, the co-surety has provided all of the surety bonds that Consigli's clients have requested. With respect to Consigli's current bonding requirements, please be advised that the co-surety is willing to support individual projects with contract values approaching \$450,000,000 with corresponding backlogs approaching \$2,500,000,000. The co-surety will provide Consigli the Performance and Payment bond in an amount equal to or greater than 110 percent of the estimated contract value should Consigli be awarded a 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 Consigli to its co-surety. Please understand that any arrangement for surety bonds is a matter strictly between Consigli 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 all fifty States and each is 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' or better by A.M. Best Company, all with a Financial Size Category 'XV' or greater.

The co-surety strongly recommends Consigli to you. Please feel free to contact this office should you have any questions regarding the bonding capacity or technical ability of Consigli Construction Co., Inc.

Sincerely,

Federal Insurance Company
Berkshire Hathaway Specialty Insurance Company



Sandra C. Lopes, Attorney-in-Fact

c/o Alliant Insurance Services, Inc.
131 Oliver Street, 4th Floor
Boston, MA 02110
(617) 535-7200



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Kathleen M. Flanagan and Richard A. Leveroni of Farmington, Connecticut; Gabriela Camacho, Natalie Coney, Michael J. Cusack, Jean M. Feeney, John J. Gambino, Nicholas Labbe, Sandra C. Lopes, Laurie Rothwell and Nicole Roy of Boston, Massachusetts; Eric J. Canterbury of Ballston Lake, New York

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 9th day of November 2020.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

ss.

On this 9th day of November, 2020 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

[Signature]
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 8th day of March, 2022.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

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: **Sandra C. Lopes, Nicholas Labbe, Laurie Rothwell, Nicole Roy, Jean M. Feeney, Michael J. Cusack, John J. Gambino, Gabriela Camacho, 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. **The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

**BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,**



By:

David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**



By:

David Fields, Vice President

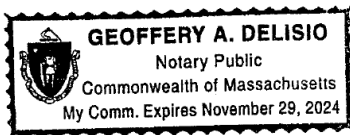


NOTARY

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 correct 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 March 8, 2022.




Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED

To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.

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.

**EXHIBIT C: REQUEST FOR CM AT-RISK PROPOSAL
CONSIGLI CONSTRUCTION CO. TECHNICAL PROPOSAL
CONSIGLI CONSTRUCTION CO. INTERVIEW PRESENTATION**

Request for Proposals for Construction Management at Risk Services



John R. Pierce School
Brookline, MA
March 18, 2022

Submission Deadline:
April 1, 2022 - 5:00 PM

Pre-Proposal Briefing:
March 22, 2022 - 3:30 PM

Deadline for Questions:
March 25, 2022 – 5:00 PM

Submit Proposals to:
Jen Carlson
c/o Leftfield
Electronically via link below:

<https://leftfieldpm.egnyte.com/ul/TMWUS03hkE>

**REQUEST FOR PROPOSALS
FOR
CONSTRUCTION MANAGER AT RISK SERVICES**

IMPORTANT DATES AND INFORMATION

Informational Briefing/Site Visit: Tuesday, March 22, 2022, at 3:30PM
50 School Street
Brookline, MA 02445
John R. Pierce School Main Lobby
Enter from Pierce Street drop off loop entrance

Deadline for Receipt of Questions: Friday, March 25, 2022 at 5:00 PM

Submit Questions by email only: jcarlson@leftfieldpm.com

**Response to Questions emailed to CM's:
Proposal Submission Deadline:** Monday, March 28, 2022 by 5:00 PM
Friday, April 1, 2022, at 5:00 PM

Submit Proposals to: Jen Carlson
c/o Leftfield
via link below:
<https://leftfieldpm.egnyte.com/ul/TMWUS03hkE>

Additional Documentation: <https://leftfieldpm.egnyte.com/fl/AgrCK1PyCw>

Interviews: Interviews will be with the John R. Pierce School CM at Risk Selection Committee and will be scheduled for April 8, 2022 between 9:00 AM and 5:00 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 April 4, 2022.

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- **RFP Submission Checklist**
- **Appendix A:** Construction Contract for Construction Manager at Risk Services
- **Appendix B:** General Conditions of the Contract

NOTE: The Construction Manager at Risk Contract executed between the successful Offeror and the Town of Brookline shall be in substantial compliance with the attached sample documents.

SECTION ONE: NOTICE TO CONSTRUCTION MANAGERS

1.1 GENERAL

The **John R. Pierce 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 John R. Pierce 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 Schematic Design Phase Services:

- Schematic Design Phase services will begin during the Schematic Design Phase of the Project and will continue to the Project Approval in Fall of 2022. It will include a document/build-ability review and recommendations, construction logistics, construction scheduling and a full independent cost estimate based on the Schematic Design documents, and possible value engineering recommendations.
- Pre-Construction Phase services will begin during the Design Development Phase of the Project and will continue through the development and bidding of a possible Enabling/Early Bid Package or through the Main Bid Package. It will include document/build-ability reviews and recommendations, construction logistics, construction scheduling and full independent cost estimates based on the 100% Design Development, 60% Construction Documents and 90% Construction Documents documentation and for the Enabling/Early Bid Package scope of work, if the Town decides to pursue an early package.
- All services outlined in this RFP will be part of the Schematic Design Phase Services and Pre-Construction Services.

If the Town decides to pursue an early package, interim GMPs will be awarded by contract amendment for construction of the Enabling/Early Bid Package. 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. 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/pierce-project>

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
John R. Pierce 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:

Jen Carlson

LeftField, LLC
Phone: 774-262-9448
Email: jcarlson@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 VISIT

A Pre-Proposal Informational Briefing and Site Visit will be held at the site of the existing John R. Pierce School at 50 School Street, Brookline, MA at the school's main entrance 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 to get a better understanding of the tight, urban civic campus. While the school itself will be unoccupied during construction, the proximity to Town Hall, the Library, other civic buildings, neighboring businesses and residences, the underground garage which connects to Town Hall and the Library, the connection of various utilities between the Town-owned buildings on site, and the very steep grade across the site will make this a challenging project. These 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 Preliminary Design Submission, Preferred Schematic Report, and previous Design information is available to all Offerors at the Public Schools Brookline Project website link and the links below:

<https://www.brookline.k12.ma.us/pierce-project>

<https://leftfieldpm.egnyte.com/fl/AgrCK1PyCw>

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:

Jen Carlson, LeftField, LLC
Phone 774-262-9448
Email: jcarlson@leftfieldpm.com

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. Only electronic PDFs of the proposals will be accepted. Proposals must be uploaded to the following website:

<https://leftfieldpm.egnyte.com/ul/TMWUS03hkE>

Please contact Jen Carlson if any issues are encountered when uploading.
Jen Carlson
774-262-9448
jcarlson@leftfieldpm.com

- 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 \$150,500,000.

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:

Jen Carlson
LeftField, LLC
Phone 774-262-9448
Email: jcarlson@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 John R. Pierce School Building Committee and the Town of Brookline.

1.17 INTERVIEWS

Interviews will be held on April 8, 2022. LeftField will notify each applicant of their specific interview time and location no later than April 4, 2022. The Project Executive, Project Manager and Superintendent listed in the Proposal for this Project must attend as part of their firm's 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. Time for Finalizing Contract. 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 highest 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 Project's Minority Business Enterprise (MBE) participation goal is 5.1% and the Project's Women Business Enterprise (WBE) participation goal is 10%. 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.

In response to this RFP, each firm is required to provide a listing of the firm's minority and women employees for their Massachusetts offices including the following information: Title, Job Duties, Length of Employment with the Firm, Location, Demographic (please include specific information as to Black/African American, Hispanic/Latinx, Asian or Native American).

1.21 ROLES AND RESPONSIBILITIES OF AWARDED 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 April 2022. The selected CM's first tasks will be to work with the John R. Pierce School Building Committee, LeftField and Miller Dyer Spears Architects to review the status of the Schematic Design documentation, advise on constructability, build-ability, provide input regarding materials and systems, develop construction logistics plans and provide feedback on logistical challenges when necessary, provide a general Construction Schedule, conduct a Schematic Design cost estimate, and possibly recommend value engineering items for consideration if it is deemed necessary.

After project approval is received in Fall of 2022, the CM will move into the next phase with the team and a contract amendment will be issued to continue services into Design Development through Bidding. During that phase, the CM will be tasked with document/build-ability reviews and recommendations, construction logistics, construction scheduling and full independent cost estimates based on the 100% Design Development, 60% Construction Documents and 90% Construction Documents documentation and for the Enabling/Early Bid Package scope of work, if the Town decides to pursue an early package. Pre-Construction Phase services will begin during the Design Development Phase of the Project and will continue through the development and bidding of a possible Enabling/Early Bid Package or through the Main Bid Package if the Town does not pursue an early package.

Proposed Project Schedule

- Design Development Phase: October 2022 – May 2023
- Construction Documents Phase: May 2023 – January 2024
- Enabling/Early Bid Package (if applicable): Spring 2023
- Early Construction Start (if applicable): July 2023
- GMP/Full Construction Start: March 2024
- Substantial Completion of New School (w/ early package): June 2026
- Substantial Completion of New School (w/o early package): November 2026
- Students/Faculty Occupy John R. Pierce School (w/ early package): September 2026
- Students/Faculty Occupy John R. Pierce School (w/o early package): February 2027

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 is expected to obtain approval via Town Meeting and public vote process in Fall 2022. The Project Team has started Schematic Design. It is anticipated that the CM will be issued a Notice to Proceed for Schematic Design Services by mid-April 2022 and the Schematic Design Phase will be complete in August 2022 ahead of the Town Vote. Schematic Design Phase services will include reviewing the status of the Schematic Design documentation, advise on constructability, build-ability, provide input regarding materials and systems, develop construction logistics plans and provide feedback on logistical challenges when necessary, provide a general Construction Schedule, conduct a Schematic Design cost estimate, and possibly recommend value engineering items for consideration if it is deemed necessary.

The Pre-Construction Phase is expected to begin after Town approval for the project and funding has been obtained. Pre-Construction Services will include further development of construction logistics plans; further development of a general Construction Schedule, development of a 50% Design Development cost estimate; development of a complete independent Enabling/Early Bid Package cost estimate, if the Town decides to pursue an early package; 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 Main Bid Package. All Pre-Construction Services are anticipated to conclude by the end of March 2024 with the construction start of the Main Bid Package. The GMP is anticipated by April 2024 at the latest.

2.2 ESTIMATED CONSTRUCTION COST RANGE

The Estimated Construction Cost of \$150,500,000 was established based on the Preferred Schematic Report Submission.

2.3 SCHEMATIC DESIGN AND PREVIOUS PROGRAM DOCUMENTS

The Project Background including the Preliminary Design Program Submission and the Preferred Schematic Report Submission are available to the qualified Offerors on the Public Schools Brookline Project website 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/pierce-project>

SECTION THREE: SUBMISSION REQUIREMENTS: NON-PRICE PROPOSAL

3.1 NON-PRICE PROPOSAL SUBMISSION INSTRUCTIONS

- A. The following Non-Price Proposal Submission requirements for the John R. Pierce 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 the cover page for the Non-Price Proposal and the Price Proposal.

***Proposals for Construction Management at Risk Services
John R. Pierce 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 the cover page for the Non - Price Proposal and the Price Proposal.

- C. The Offeror shall submit one (1) signed electronic copy of the Non- Price Proposal. For the Price Proposal, submit one (1) electronic copy of the forms in a separate PDF file clearly labeled, "Price Proposal" along with Offerer's name and the date. 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. Changes to this form are not allowed. The responsible Offeror must comply with the categories listed.

The Non-Price Proposal and Price Proposal electronic files must be submitted via the link below:

<https://leftfieldpm.egnyte.com/ul/TMWUS03hkE>

Please contact Jen Carlson if any issues are encountered when uploading.

Jen Carlson

774-262-9448

jcarlson@leftfieldpm.com

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 Schematic Design, 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. Staffing Plan: 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: Schematic Design, 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. Please address the possibility of an Early Bid Package for Abatement, Demolition, and Site Enabling Work within the Staffing Plan.
 - 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.
 - 3. Project Overlap: Clearly address the transition of employees from their current projects to the John R. Pierce School project if the timeline of their current work overlaps with the possible Early Bid Package under consideration.

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. Resumes: 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 and email address.
- E. Job Skill Narrative: 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. Schematic Design Services Plan: The Offeror shall submit its plan for performing the Schematic Design Services described in the contract. The plan shall illustrate the Offerors understanding of the activities required during Schematic Design 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 Schematic Design 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, constructability reviews, logistics plans, and shall assume responsibility for the completeness of the schematic design documents to eliminate claims that may arise from ambiguities, conflicts, overlaps or omissions in the construction documents. During the Schematic Design 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 Schematic Design Phase of the Project.

- 1. Design Review: The CM shall work with the Architect by reviewing the Schematic Design 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. Sustainability: 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 Design Team, the Owner's Project Manager, the School Building Committee, and other Project Stakeholders identified by the Town. The Sustainability Team will establish and implement the sustainable design goals for the Project.
3. 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.
4. Value Engineering: 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.
5. Constructability Review: The CM shall check the schematic design documents for completeness, constructability, and buildability, and shall make recommendations to the Town, the OPM and the Architect regarding necessary and suggested modifications.
6. Site Logistics: Within thirty (30) days of the execution of the Contract the CM shall work with all stakeholders on the site (including neighbors) to develop an initial site logistics plan that is in the best interest of the project. The site logistics plan will be necessary to inform the Schematic Design cost estimates and should address the installation of geothermal wells on site.
7. Cost Control Management: The Schematic Design documents will be the basis for the CM Schematic Design cost estimate, Schematic Design documents will be substantially complete and ready for cost estimating by May 9, 2022. The CM shall prepare for the review of the Designer and approval of Owner, a total of at least one fully detailed estimate of the Construction Cost of the Project. The 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 Preferred Schematic Report level construction budget, and the

Architect's and OPM's independent cost estimates, 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 expectations are met. Authorization to proceed shall be contingent upon the acceptance of the CM's building cost estimate as compared to the PSR level construction budget. 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.

8. Approvals: The CM shall monitor and track in the master project schedule design phase activities related to obtaining all required regulatory approvals.
- G. 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 if applicable, 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. Sustainability: 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 Committee, and other Project Stakeholders identified by the Town. The Sustainability Team will establish and implement the sustainable design goals for the Project.
3. BIM: 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. Project Cash Flow Chart: 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. Value Engineering: 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. Constructability Review: 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. Site Logistics: 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: 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 February 2023. 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. Approvals: The CM shall monitor and track in the master project schedule design phase activities related to obtaining all required regulatory approvals.
11. Subcontractor Bid Packages: 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. Bid Phase Services: 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. Development of a Guaranteed Maximum Price: 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).

- H. 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. Permits: The CM shall obtain and pay for all required construction-related permits including but not limited to building permit.
3. Bonds and Insurance: The CM shall furnish all bonds and insurance for itself and all subcontractors as required by the contract documents.
4. On-Site Management: 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. Subcontractors: 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. Administrative Procedures: 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. Supervision: 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 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. BIM: 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. Meetings: 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.
11. Quality Control Program: 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. Safety Program: 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 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. Substantial Completion: 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. Update the Master Project Schedule: 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. Project Cash Flow: 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. Act as Liaison: 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. Clarify Design: 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. Coordinate and Supervise Subcontractors Work: Throughout construction, the CM shall provide direct supervision, scheduling and problem resolution for subcontractors.
23. Provide Necessary Personnel: The CM shall provide all necessary construction management, supervisory and clerical staff for the proper management of the construction of the project.
24. As-Built Drawings: 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. Project Closeout Documents: 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. Post Construction Responsibilities: 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. Liquidated Damages: 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.
 - I. Preliminary Project Schedule: After meeting with the John R. Pierce School Building Committee, Leftfield and Miller Dyer Spears Architects, the Offeror shall submit its proposed Construction Project Schedule. The Construction Project Schedule will be used as a meaningful management tool for Schematic Design, 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 Schematic Design, 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.
 - J. Self-Performing Work: 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.

- K. 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.
- L. Minority and Women Employees: Provide a listing of the firm's minority and women employees for their Massachusetts offices including the following information: Title, Job Duties, Length of Employment with the Firm, Location, Demographic (please include specific information as to Black/African American, Hispanic/Latinx, Asian or Native American).

M. 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. Certification of Non-Discrimination (Town of Brookline By-Law)
9. 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
JOHN R. PIERCE 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 **John R. Pierce 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.

Firm Name: _____

By: _____
(Signature of Authorized Representative)

Title: _____

Date: _____

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

Offeror must attach two (2) documents:

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

Attachment M.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, Preliminary Design Program Submission and Preferred Schematic Report, referred to the project website for additional information, 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 M.3
INFORMATIONAL SHEET

A. If a Corporation:

Incorporated in what State: _____

President: _____

Treasurer: _____

Secretary: _____

B. If a foreign corporation, are you registered to do business in Massachusetts?

Yes _____ 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.

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 M.4
AFFIDAVIT OF COMPLIANCE

_____Massachusetts Business Corp. _____Foreign Corp. _____Non-Profit Corp.

I, President _____ Clerk _____ of

_____, principal office is located at _____

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 _____ day of _____, 20__.

Signature of Duly Authorized Corporate Officer

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

I _____, _____, of the
Name Title

_____, with a principal office is located at _____
Offeror's Company Name

do hereby certify that the above named corporation will comply with the prevailing wage laws as set forth in Sections 26 and 27 of the Massachusetts General Laws.

SIGNED UNDER THE PENALTIES OF PERJURY this _____ day of _____, 20__.

Signature of Duly Authorized Corporate Officer

Attachment M.6
CERTIFICATION OF TAX COMPLIANCE

TOWN OF BROOKLINE, MA

Pursuant to M.G.L. Ch. 62c. sec. 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 taxes required under law.

Federal Identification Number
or Social Security Number

Company Name

Signature

Name of Duly Authorized (type/print)

Title/Company Position

Attachment M.7

CERTIFICATION OF NON-DISCRIMINATION

Article 4.4 of the Town of Brookline General By-Laws

By signing below, CONTRACTOR 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.

Company Name

Signature

Article 4.5 of the Town of Brookline General By-Laws

In compliance with Article 4.5 of the Town’s General By-laws, CONTRACTOR hereby certifies as follows: I shall 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 any individual in fulfilling the terms of the foregoing attached contract.

Signed under the pains and penalties of perjury, on this ____ day of _____, 2022.

Company Name

Signature

Attachment M.8
SURETY COMMITMENT LETTER AT 110% OF THE UPPER LIMIT OF
THE ESTIMATED CONSTRUCTION COST RANGE

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 \$150,500,000 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 electronic copy of the Price Proposal Forms (Forms B, C and D) uploaded via the website provided. In addition, one (1) electronic copy containing a price proposal spreadsheet document in Excel format (to be provided by LeftField at the time of the RFP), shall be submitted as a separate electronic file. 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 electronic file. 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 shall not include the reproduction 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
John R. Pierce School, Brookline, MA

A. SCHEMATIC DESIGN PHASE *(From Form C.1):*

Schematic Design Services Fee: _____ per month for _____ months

Anticipated Total Schematic Design Services Cost of: \$ _____ (Line 1)

B. PRE-CONSTRUCTION PHASE *(From Form C.2):*

Pre-Construction Services Fee: _____ per month for _____ months

Anticipated Total Pre-Construction Services Cost of: \$ _____ (Line 2)

C. CONSTRUCTION PHASE *(From Form D):*

Fee / Profit \$ _____ (Line 3)
(Insert Total Amount)

General Conditions (estimated) \$ _____ (Line 4)
(Provide Schedule of Values)

TOTAL COST OF CONSTRUCTION MANAGEMENT \$ _____ (Total of lines 1-4)

Firm Name: _____

By: _____
(Signature of Authorized Representative)

Name of Signatory: _____
(type/print)

Title: _____

Date: _____

FORM C.1
SCHEDULE OF CONSTRUCTION MANAGEMENT COSTS
SCHEMATIC DESIGN PHASE

	Hourly Rate	Hours per Month	Monthly Total
List of Staff with Titles			
Total Staff Cost/Month			

List of Schematic Design Consultant Costs			
Total Costs/Month			

List of "other" Schematic Design Costs			
Total Costs/Month			

TOTAL SCHEMATIC DESIGN COSTS PER MONTH			
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FORM C.2
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 MONTH	
---	--

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				
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

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	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 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 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				
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

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	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 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 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. Management and Staffing Plan: 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. Schematic Design Services Plan: Detailed descriptions of the project approach during the Schematic Design phase. Identifying challenges and proposed solutions.
3. Pre-Construction Services Plan: Detailed descriptions of the project approach during the Pre-Construction phase. Identifying challenges and proposed solutions.
4. Construction Services Plan: Construction management plan indicating approach to control cost, schedule, quality, documents and claims.
5. 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.
6. Project Schedule and Phasing: Identification of the project and phasing challenges addressing safety of staff and students, access for trades and materials.
7. Building Information Modeling: 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.
8. Project Logistics Plan: Identifying the challenges faced, and proposed solutions the CM will look to execute, while working on a tight urban site with multiple occupied buildings. Address the installation of geothermal wells on site.
9. Financial Capacity Town: Resubmit your DCAM Certificate of Eligibility and Update Statement as submitted in your SOQ.

10. Safety History: Resubmit your workers compensation experience modifiers rating (EMR) for the past three years via documentation from your insurance carrier.
11. Minority and Women Employees: Provide a listing of the firm's minority and women employees for all Massachusetts offices.

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. Schematic Design services based on the applicable rates per the listed staff members.
2. Pre-Construction services based on the applicable rates per the listed staff members.
3. Fee/Profit for the CM services.
4. 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).
5. 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 *Proposal* envelope correctly (i.e., to reference the Project and other required information set forth herein).
- Submit one (1) electronic copy of the Non-Price Proposal via website upload. For the Price Proposal, submit one (1) electronic copy of the forms in a separate electronic file clearly labeled “Price Proposal” and include an electronic version of the price proposal spreadsheet in Excel format.

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: Schematic Design Services Plan
- Section G: Pre-Construction Services Plan
- Section H: Construction Services Plan
- Section I: Project Schedule
- Section J: Self Performing Work
- Section K: Legal Proceedings
- Section L: Minority and Women Employees List
- Section M: Other Required Attachments
 - Attachment M.1 DCAMM Certificate of Eligibility and Update Statement
 - Attachment M.2 Non Collusion Affidavit
 - Attachment M.3 Information Sheet
 - Attachment M.4 Affidavit of Compliance
 - Attachment M.5 Affidavit of Prevailing Wage Compliance
 - Attachment M.6 Certification of Tax Compliance
 - Attachment M.7 Certification of Non-Discrimination
 - Attachment M.7 Surety Commitment Letter at 110% of Estimated Construction Cost

PRICE PROPOSAL

- Form B: CONSTRUCTION MANAGER SERVICES FEE PROPOSAL FORM
- Form C.1: SCHEDULE OF COSTS: SCHEMATIC DESIGN PHASE
- Form C.2: SCHEDULE OF COSTS: PRE-CONSTRUCTION PHASE
- Form D: SCHEDULE OF COSTS: CONSTRUCTION PHASE
- FEE PROPOSAL SPREADSHEET in Excel format

APPENDIX A:

**CONSTRUCTION CONTRACT FOR CONSTRUCTION MANAGER AT RISK
SERVICES**

APPENDIX B:

GENERAL CONDITIONS OF THE CONTRACT



TOWN OF BROOKLINE JOHN R. PIERCE SCHOOL



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PROPOSAL FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES

TOWN OF BROOKLINE

John R. Pierce School Project

SUBMITTED BY:

Consigli Construction Co., Inc.
Jody Staruk, LEED AP, Project Executive
(508) 922-0822 | jstaruk@consigli.com

April 1, 2022



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Est. 1905

April 1, 2022

Ms. Jen Carlson, Project Manager
LeftField, LLC
101 Federal Street
Boston, MA 02110

Dear Ms. Carlson and Members of the John R. Pierce School Selection Committee:

The new John R. Pierce School is a pivotal opportunity for the Town of Brookline, serving not only as a major investment in the future of your students but also as a proud asset of the community for generations to come. We understand that your committee has spent years working together to plan this project and need a true CM partner to join your team, since they will be embedded in the culture of your school and community for the next several years.

On behalf of Consigli Construction Co., Inc., (Consigli) I'm pleased to present our proposal to serve as your Construction Manager at Risk for this critical assignment. This is a project we've tracked with enthusiasm since the 2018 MSBA approval and we hope to demonstrate our specialized expertise as the leading K-12 builder in Massachusetts, while continuing our successful relationships with LeftField and Miller Dyer Spears.

As your Project Executive, I have overseen some of Consigli's most complex Chapter 149A, K-12 projects throughout my 19-year tenure. These projects have involved building adjacent to occupied schools and within dense urban neighborhoods, requiring well-coordinated logistics, communication, and community involvement. Joining me will be the core team from the Sharon High School project, a multi-phased, logistically challenging project with the new high school being built in very close proximity to the existing high school, which will be demolished after the new school is completed. Senior Project Manager Chandler Rudert, Senior Superintendent Kyle Raposo, Assistant Project Manager Ryan O'Neil, Assistant Superintendents Ali Atherton and Joe Dawson, Senior M/E/P Manager Chris Hamel and Project Engineers Brandon Jenkins and Jonathan Seibel are all coming directly from the Sharon High School project, which wraps up July 2023.

As the selection committee reviews our proposal, I'd like to highlight key factors that reinforce Consigli as the ideal CM partner:

- ✓ Through Consigli's extensive experience with the Massachusetts Chapter 149A CM at Risk process, Consigli is fully confident that we can deliver on the targeted schedule milestones with the opportunity for earlier completion with innovative strategies to improve the schedule.
- ✓ Through Consigli's vast experience with Chapter 149A procedures, with a portfolio that includes 100 projects totaling over \$2.1 billion in value, we have developed innovative methods to maximize the benefits of this delivery process including design-assist procurement, offsite pre-fabrication of key building components and VDC-enabled project delivery and communications to ensure cost and schedule certainty while maintaining a high level of quality.
- ✓ Consigli is considered a leader in sustainable construction in New England and are currently ranked #18 on ENR's 2021 listing of Top Green Builders in the country. We have extensive experience with the installation of geothermal well systems, including several major Chapter 149A projects, with the installation of 550 wells with 440+ wells in progress.
- ✓ We have a strong knowledge of Town of Brookline procedures from projects that include the St. Aidan's Redevelopment Project, restoration of the Frederick Law Olmsted National Historic Site, Boston University's Engineering Product Innovation Center and master plan renovations for The Country Club.

Thank you for considering Consigli as your CM partner for the new John R. Pierce School. We look forward to introducing our team and further describing our approach to your project at our interview with the Selection Committee on April 8th.

Best Regards,

Consigli Construction Co., Inc.

Jody Staruk | Project Executive
(508) 922-0822 | jstaruk@consigli.com

Consigli Construction Co., Inc. Construction Managers and General Contractors
313 Congress Street, Boston, MA 02210 p 617.259.1007 consigli.com

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Town of Brookline, John R. Pierce School



The Right Choice

Consigli is a fourth-generation, family-led organization that offers the resources and experience of one of the strongest construction management firms in the Northeast and Mid-Atlantic with the creativity and flexibility of a start-up.

- A.** Request for Proposal Form
- B.** Management Plan
- C.** Staffing Plan
- D.** Resumes
- E.** Job Skill Narratives
- F.** Schematic Design Services Plan
- G.** Pre-construction Services Plan
- H.** Construction Services Plan
 - I.** Preliminary Project Schedule
 - J.** Self-Performing Work
- K.** Legal Proceedings
- L.** Minority and Women Employees
- M.** Other Required Attachments



A. REQUEST FOR PROPOSAL FORM



FORM A
REQUEST FOR PROPOSAL RESPONSE FORM
JOHN R. PIERCE 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 **John R. Pierce 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 _____1_____ 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.

Firm Name: Consigli Construction Co., Inc.

By: 
(Signature of Authorized Representative)

Title: Project Executive

Date: April 1, 2022



B. MANAGEMENT PLAN





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B. MANAGEMENT PLAN



OUR APPROACH TO MEETING PROJECT GOALS

The Town of Brookline's investment in a new, state-of-the-art school that will foster and support citizenship, collaboration, school community and service to the larger community is a critical undertaking for the Town and an equally important one for Consigli. We are committed to partnering with the Town of Brookline and LeftField (Town of Brookline client team) and Miller Dyer Spears on this essential project to manage and build a school that meets and exceeds the Town's educational program goals and aspirations. This new school will become a model of inclusion and interdisciplinary project/problem-based learning through a fully integrated comprehensive educational program.

The John R. Pierce School (Pierce School) will create an environment where students want to be, where there will be engaging learning spaces for teachers, staff and students for years to come. Our focus will be to place a strong emphasis on safety and quality, while also maintaining the thriving Brookline community experience, all within your established budget and schedule parameters. We recognize the stakes are high for the Town of Brookline in selecting the right Construction Manager for this highly important project.

A STRONG START TO A COLLABORATIVE PROCESS

Consigli's project team has the proven ability to thrive in highly collaborative project team relationships. With this project requiring an



advanced level of communication and interdisciplinary collaboration, the Schematic Design (SD) phase will establish a solid foundation for an effective team partnership throughout the project. As soon as possible after award, Consigli will recommend a Kickoff Meeting/ Partnering Session with the Town of Brookline, LeftField and Millers Dyer Spears to get our team fully engaged into your process. This session will define team roles, responsibilities and decision-making requirements to ensure a high level of team accountability. It will provide a forum for the client team to present key goals that are essential for the project's success and any non-negotiables. A preliminary list of goals and outcomes from the initial Kickoff Meeting/Partnering Session:

- ▶ Meet the entire team and all project stakeholders; gain an understanding of the roles and responsibilities of all team members.
- ▶ Understand the decision-making requirements of the Town of Brookline client team and key decision milestones.
- ▶ Understand the occupied municipal buildings surrounding the project site, including the Public Library, Board of Health, Brookline Police Department, Early Risers and Town Hall, to discuss measures to mitigate vibration and noise.
- ▶ Understand existing building and site conditions and the requirements for any additional investigation.
- ▶ Discuss innovative project strategies, including opportunities for offsite pre-fabrication.
- ▶ Discuss communication protocol within the project team; begin process to develop project-specific communication program.

- ▶ Discuss security procedures and the requirements of every person involved in the project, potentially to include CORI checks, security briefings and a security badging system.
- ▶ Establish preliminary goals for VDC usage on the project; begin process to develop a BIM Execution Plan.
- ▶ Establish project administrative procedures and requirements for Project Controls to achieve full transparency.
- ▶ Discuss quality goals; begin process to develop a project-specific Construction Quality Assurance/Quality Control Plan (CQA/CQC Plan).
- ▶ Openly discuss potential project risks and potential risk mitigation strategies.
- ▶ Establish schedule for team meetings and monthly Executive Meetings.
- ▶ Confirm expectations and milestones for all pre-construction deliverables, including Monthly Project Status Reports and major estimating deliverables.
- ▶ Discuss project critical success factors and any non-negotiables. Develop team-authored Conditions of Satisfaction to serve as a guideline for decision-making and successful project delivery.

Consigli will host team the initial partnering session during the SD phase, with additional sessions scheduled from the Design Development (DD) phase into Construction Documents (CDs) to maintain a high level of cooperation and collaboration through the project.

Creating a Project Mission Statement: A project mission statement is created to inspire, define and guide the team through a mutually-agreed upon statement of the project's mission and the team's purpose. The mission statement developed for the Pierce School project will serve as the cornerstone of the project team partnership, to guide and prioritize team activities to achieve the ultimate mission of the project. It is inevitable there will be unforeseen challenges that will test the project team chemistry and trust. The mission statement will serve as a guideline to encourage honest discussion and healthy conflict resolution among the team members while developing team-based solutions to any issue to keep the project on track.

ESTIMATING ACCURACY INTO THE GMP

Effective budget management starts with solid estimating and the proven ability to achieve the GMP within the established budget. Consigli has a 100% success rate of meeting our client's targeted GMP on our Chapter 149A projects and most importantly, we have completed every one of these projects within our GMP.

Chief Estimator Tim Ericson, a specialist in K-12 construction, will lead our estimating process on the new Pierce School. Tim is backed by a department of 50+ estimators who are particularly skilled at pre-construction estimating, bringing the necessary construction knowledge to fill in scope gaps on preliminary documents with informed assumptions and qualifications, including the costs associated with all aspects of constructability, logistics and scheduling. Tim will implement a team estimating approach, drawing on the cost knowledge of in-house experts in project-specific components, including M/E/P systems and site/civil trades. He will also work closely with our field team to produce accurate and buildable estimates from the beginning of the schematic design process.

All estimates will be produced in the Sage system. This software provides us with the ability to sort estimates in a variety of formats—by CSI code, by program area, or by building system—to help the client team isolate, analyze and control costs. The estimating process will begin with internal takeoffs in all trades, supported by On Center Software as a visual takeoff tool, Innovaya to extract quantities from Revit models and Agtek to perform a cut and fill analysis for the sitework. We further describe our estimating approach in the Schematic Design Plan and Pre-construction Services Plan sections. It will be our goal to lead a collaborative design-to-budget process with Miller Dyer Spears to guide the Town of Brookline client team to a final design that delivers maximum program and scope value in this high-profile project—on time, within budget and with a superior level of quality.

K-12 SCHOOL SCHEDULING EXPERTS

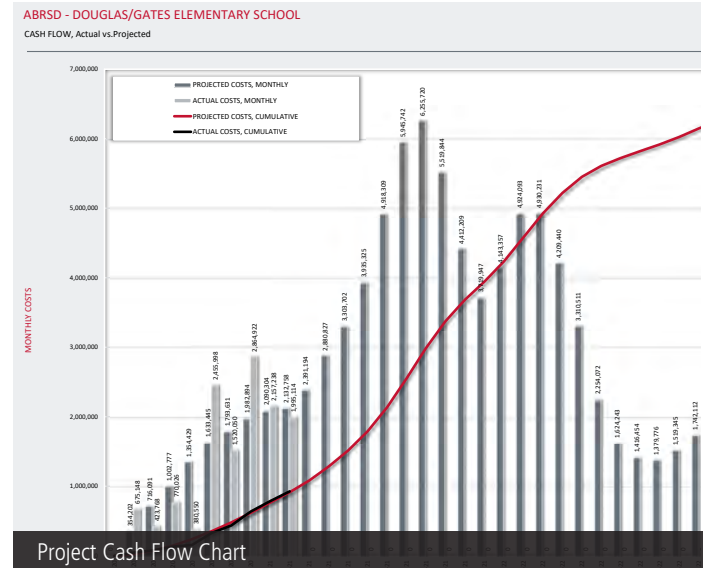
Consigli understands the importance of completing this project as close to the start of the 2026-27 school year as possible. We have a demonstrated track record of meeting similarly challenging schedules for academic clients, including K-12 schools both public and private as well as higher education institutions. We work diligently to meet tight deadlines without compromising our high standards for safety and quality. Our teams use virtual design and construction (VDC) technology to eliminate problems before they occur, identify early release packages and direct purchase equipment when possible and utilize Lean scheduling and pre-fabrication tools to accelerate workflow.

To achieve the project's aggressive schedule, Consigli will assist the team in prioritizing deliverables and tasks such as non-trade and trade subcontractor pre-qualification. We will work with the Town of Brookline, LeftField and Miller Dyer Spears on determining if early packages for abatement, demolition and site enabling is the right approach for meeting the targeted completion date. Our people—and more specifically, this core team—are well-versed in managing fast-track schedules with a heightened degree of planning and communication.

Our preliminary Master Project Schedule created in the Primavera P6 scheduling system is presented in Section I based on the milestones outlined within the RFP.

Once engaged in your process, we will review our preliminary scheduling approach with the client team and the MDS design team. This Critical Path Method (CPM) schedule will include all pre-construction and construction phase activities, including team responsibilities, deliverables, early bid packages and key client decision-making deadlines. The approved Master Project Schedule will serve as the road-map for entire team to keep the project on track at all times.

Project Cash Flow Chart: Concurrent with the development of the Master Project Schedule, Consigli will develop a Project Cash Flow Chart to communicate projected construction spending on a monthly basis to help the Town of Brookline client team manage funding in peak times of construction activity. This cost management tool will be updated on a regular basis as the project progresses.



SUPPORTING THE PATH TO NET ZERO ENERGY READY

Director of Sustainability Steven Burke, a nationally-recognized authority on Passive House, LEED V4, WELL Building Standards and design guidelines, will be an expert advisor on all aspects of sustainable and resiliency strategies for the new Pierce School from pre-construction award to post-occupancy energy evaluations. Steven will build on our team's knowledge of highly sustainable school construction to vet and implement strategies to achieve net zero ready goals. He will bring in relevant suggestions from health and wellness building certification frameworks that will be important to your community in the post-COVID 19 world. Consigli has built three net zero ready projects to date (with an additional five more in process), including the 247,000 sq. ft. Chelsea Soldiers' Home, a Chapter 149A project for DCAMM, that includes 154 closed loop geothermal wells, a high-performance envelope system and a .7 megawatt rooftop solar array.

Evaluating Net Zero Strategies: Net zero design follows a surprisingly simple formula: a well-insulated, airtight envelope paired with optimized orientation and windows for maximizing beneficial solar exposure, finished with highly efficient systems, load reduction strategies and a renewable energy system.

We will collaborate with the Town of Brookline client team and Miller Dyer Spears to evaluate sustainable options on a life cycle cost basis to determine the best long-term net zero strategies that are feasible within the budget. Key areas of focus during pre-construction will include:

- ▶ **Building Energy Reduction Strategies:** We anticipate strategies to get as much of the building load fed by electricity as possible, versus fossil fuels, and reducing load demand with strategies such as geothermal ground source heat pumps and high-efficiency heat recovery. This will be capped off by a combination of on-site and offsite renewable energy, as well as post-construction calibration with ongoing commissioning to get to 'net zero energy ready.'
- ▶ **High-performance Envelope:** We will assist the MDS design team in evaluating the integrated components of the high-performance building envelope including:
 - Supporting the energy modeling process with constructability reviews and construction costs
 - Analyze options for façade systems on a cost/benefit basis
 - Construct field mock-ups to test air tightness and performance requirements
- ▶ **Airtight Construction:** Airtightness is one of the least expensive, most efficient ways of improving energy performance and is split between properly detailing envelope construction details and field installation techniques. Consigli has invested in our own equipment of blower doors, data loggers, thermal imaging equipment, duct blasters and manometers to do in-process field testing to offer a superior level of quality control for projects pursuing high levels of airtightness.
- ▶ **Embodied Carbon:** Consigli is constantly working on reducing embodied carbon in building material selection. We are also early adopters of the EC3 tool which is used to reduce embodied carbon during the material procurement process.

CASE STUDY: REVITALIZATION OF THE LINCOLN SCHOOL



Phased renovation of the existing 127,000 sq. ft. school and new additions totaling 37,500 sq. ft., will revitalize this iconic mid-century modern school building with all new systems, a restored façade and collaborative learning spaces.

SUSTAINABLE FEATURES

- ▶ First public school renovation project in the Commonwealth to strive for Net Zero Energy consumption
- ▶ Being built to the US Green Building Council's LEED for Schools (LEED-S) Rating System
- ▶ The building will switch from fossil fuels to renewable energy with an electric heating/cooling system, upgrade insulation and solar panels.

SOLAR PHOTOVOLTAIC PANELS

The Lincoln School Revitalization Project utilized solar photovoltaic panels for an energy efficient means to power the newly renovated building. Although this work was procured through the Town of Lincoln, Consigli was involved from a coordination effort, both in the scope of work and the schedule of installation.



TRANSPARENT TEAM COMMUNICATIONS

Consigli project teams are backed by fully integrated Sage Estimating and Accounting systems to provide accurate and timely reporting of all project information. These systems are utilized to manage the financial aspects of the project while we utilize Procore to manage document control, field operations, daily reports, shop drawings and submittals. Procore is a cloud-based construction management platform that provides our teams with a fully mobile, transparent means of sharing, updating and accessing project information. Drawings, photographs, daily field reports, submittals and RFIs can be viewed on any smart phone or tablet, ensuring a high degree of collaboration and clear communication that is critical to the fast pace of today's construction projects. This combination of technology will benefit the Town of Brookline with transparency and flexibility in project reporting

Consigli's team communications and document control efforts will be led by Senior Project Manager Chandler Rudert. Chandler will manage all aspects of project administration and oversee cost reporting, schedule management, subcontractor coordination and project closeout. Each week, Chandler will lead a weekly owner meeting to ensure all members of the team are apprised of construction and project progress. Additionally, he will work with the team to assemble and distribute the project monthly report.

Consigli's approach to communication is flexible and comprehensive. On the Pierce School project, our reporting frequency will occur on a daily, weekly and monthly basis.

DAILY: Stand-up Meetings

The stand-up meeting, led by Senior Superintendent Kyle Raposo, is a quick 10-15 minute daily gathering of all trades to discuss the day's activities and needs. It promotes safer jobsites because workers are engaged and encouraged to look out for one another.

WEEKLY: Owner/Architect/CM meetings (OAC)

On a weekly basis, the Town of Brookline client team, Miller Dyer Spears and Consigli teams will meet to review upcoming milestones, open issues/key decisions, action items, cost, schedule and any other pertinent items.

MONTHLY: Progress Reports

Consigli produces comprehensive monthly reports to keep the client team apprised of the progress of the project. This report includes an executive summary, cost summary, schedule update, change management update, submittals, RFIs and progress photos. Within this package, project costs are presented in a transparent manner and include the adjusted budget, job-to-date costs, on-order costs and pending costs. Senior Project Manager Chandler Rudert will review the Monthly Cost Report with you on an item-by-item basis as a disciplined process to maintain the budget. Adjustments are made only with your knowledge and acceptance, through approved change orders. Monthly requisitions for payment are submitted based on a detailed, team-approved schedule of values with backup as necessary.

OWNER MONTHLY DASHBOARD

The Owner Monthly Dashboard, a key deliverable within the Monthly Cost Reports, provides an executive summary of key financial, schedule, quality, safety and workforce metrics all captured within an 11 X 17" graphic. **We have provided a sample Owner Monthly Dashboard from Sharon High School on the following page.**

SAMPLE OWNER MONTHLY DASHBOARD: SHARON HIGH SCHOOL

Owner Monthly Dashboard

November 2021

Sharon High School

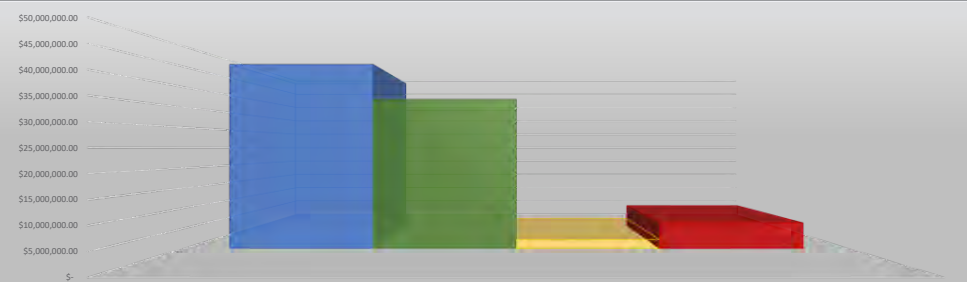
181 Pond Street, Sharon, MA 02067

FINANCIAL

Change Order & Contract Status

Original Contract Amount:	\$ 121,112,754.00
Previously Approved Change Orders:	\$ 307,352.00
Current Contract Amount:	\$ 121,420,106.00
Verbally Approved Changes:	\$ 147,571.00
Submitted Changes:	\$ 195,569.00
Pending Changes:	\$ 809,342.00
Total Potential Changes:	\$ 1,152,482.00
Projected Contract Amount:	\$ 122,572,588.00

Billing Status



Billed to Date	\$ 45,507,403	Retainage Held	\$ 2,252,071
Paid to Date	\$ 36,888,840	Amount Outstanding	\$ 6,366,492

Allowance Status

Original Allowance Budget	\$ 2,040,000.00
Expended to Date	\$ (1,389,995.00)
Remaining Allowances	\$ 3,429,995.00

Holds Status

Original Holds Budget	\$ 1,400,319.00
Expended to Date	\$ 198,264.00
Remaining Holds	\$ 1,202,055.00

Contingency Status

Original Cont. Amount:	\$ 2,099,210
Expended to Date	\$ (187,660)
Remaining Contingency:	\$ 2,286,870

Procurement Overview

Percent Complete:	99.0%
Buyout Savings / (Bust)	2,183,975
Buyout Savings / (Bust) %	2%

EXECUTIVE OVERVIEW

- The GMP value, \$121,544,639, was approved during 2/2/21 SSBC meeting. The Final GMP ammendment was fully executed in April.
- Interior rough in is ongoing in all buildings
- MEP coordination is finished in E,D,C, F, G, A, and is ongoing in building B
- Building B brick facade is being installed and west facade of the building
- Roofing is now complete at all buildings except the green roofs
- Slab on Grade placements finished 11/30/21.
- All exterior framing and sheathing is complete.
- Drywall has been hung in building C and moving towards buildings E and D
- Roof Top Unit Curbs installed at different locations of the roof via crane.
- Temporary heat is now fired up and heating the building.
- Skylights have been installed at Stair 3 and windows are to be installed at the mockup
- Dance Floor/Staging to be installed at auditorium to allow trades to beging work
- Drainage Structures installed between classroom wings amd northwest corner of the site.
- Submittals Processed to A/E - Total - (803) - November, (45) submitted; (45) closed.
- RFI's Processed to A/E - total - (415); November: (36) submitted; (46) closed.

SCHEDULE

Project Milestones

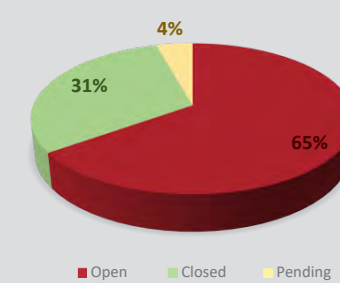
Milestone	Target	Actual	Variance
Steel Erection Complete	7/16/2021	7/21/2021	5
Underground Coordination Complete	3/22/2021	12/18/2021	0
Submittals Developed - Steel	2/9/2021	1/21/2021	-17
Deck and Detail Complete Building E	5/3/2021	5/7/2021	4
Deck and Detail Complete Building C	5/27/2021	4/27/2021	0
First Foundation Placement in Building B	4/12/2021	4/12/2021	0
Start Structural Steel Erection at Building A	6/18/2021	9/13/2021	0
Slab on Grade Complete	11/17/2021	11/19/2021	-2
Building Weather Tight	11/25/2021	11/30/2021	-5
0			0
0			0

Roadblocks

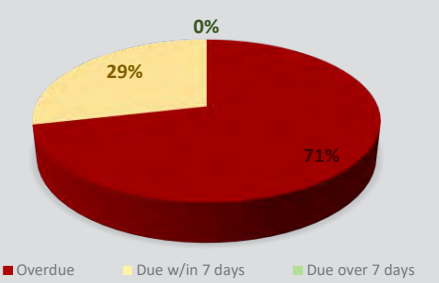
Item	Ball In Court	Due Date

QUALITY

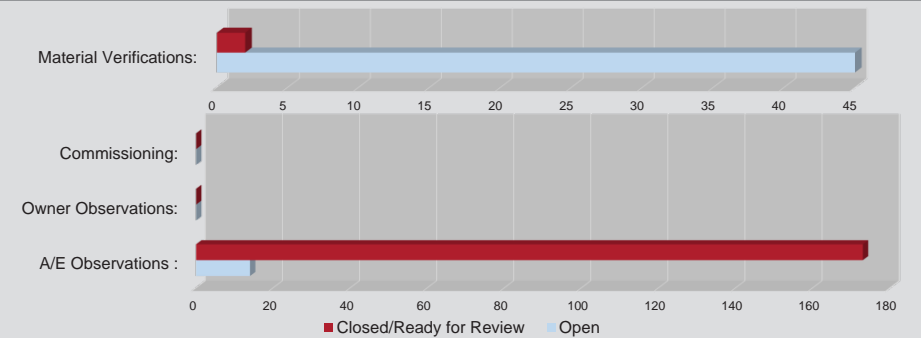
Construction Submittal Status



RFI Status



Observation Review



Safety Update

Current Project Safety Score:	97.5%
Total Man Hours to Date:	146,121
OSHA Recordables to Date/Month:	0/0

Workforce Reporting

MBE Participation:	15%
WBE Participation:	3%
Local Participation:	

PROGRESS PHOTOS



DOCUMENT MANAGEMENT

Consigli uses a range of construction-specific software to improve every process we have in place. Major systems we utilize include Procore—a mobile and collaborative all-in-one platform built to streamline construction project management; Predictive Solutions—a predictive analytics tool that predicts injuries so we can prevent them; and Sage—an automated estimating, accounting and cost-management software that provides our teams with real-time feedback on all project costs throughout its life cycle.

ESTIMATING



SYSTEMS

SAGE

Estimating software with power & flexibility to significantly speed up the estimating process with the elimination of redundant tasks and data entry errors.

ON-SCREEN TAKEOFF



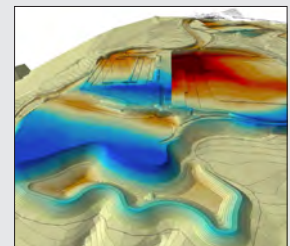
Electronic takeoff software that allows real-time recording of linear footage, areas & counts—with a simple click.

INNOVAYA



Estimating software compatible with Revit, providing automatic updates during design. Fills in gaps during design & early phases of construction.

AGTEK



Integrated on-screen takeoff process for quantity takeoff, GPS modeling, production planning & mobile control of earthwork, paving & pipe.

PROJECT MANAGEMENT



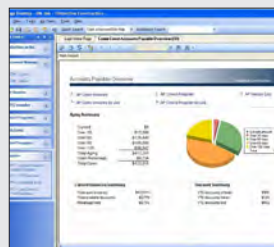
SYSTEMS

PROCORE



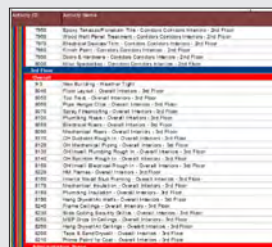
Cloud-based project management system that expedites project processes through elimination of unnecessary paperwork.

SAGE ACCOUNTING



Utilized to manage the financial aspects of our projects, this software provides accurate and timely reporting of all project information.

ORACLE PRIMAVERA P6



High-performance PM software used to organize projects with up to 100,000 activities—providing unlimited resources & target plans.

PREDICTIVE SOLUTIONS



Cloud-based analytics software featuring a suite of predictive analytics, tools & models that predict injuries so we can prevent them.

CORPORATE QUALITY PROGRAM

Consigli's rigorous approach to construction quality assurance is led by Ken Amano, Corporate Quality Manager. Ken brings a unique skillset to his role with his background as an architect with William Rawn Associates prior to joining Consigli over 13 years ago. His ability to review documents from both the architect's and builder's perspective make him an invaluable resource to solve complex design and constructability issues from pre-construction award through close-out. He will work with Assistant Project Manager Ryan O'Neil to ensure that the design intent and full constructability details are included in the Non-Trade and Trade contractor bid packages to deliver the highest level of quality in the completed Pierce School. Ken and Ryan will also work with the Town of Brookline to write a job-specific quality control plan and manage it with the project team through daily, weekly and monthly inspections and reports.



Corporate Quality Manager Ken Amano performing a quality check

ORGANIZATIONAL CHART

We have provided our organizational chart in Section C Staffing Plan.



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COMMUNITY ENGAGEMENT & PROJECT COMMUNICATIONS PLAN



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COMMUNICATIONS WITH THE NEIGHBORS

Project Updates & Outreach

TOWN MEETINGS

We understand that a project of this magnitude can have an impact on a community. We plan to conduct regular Town Meetings throughout pre-construction and construction for the Town of Brookline and surrounding neighborhood to ensure that there is an open line of communication about what to expect before a shovel ever enters the ground, what is happening during the current phase of work and what is coming up to make sure there are no surprises and the Town remains fully engaged in and supportive of this great addition to the community.



Community Forum Presentation

PROJECT INFORMATION BOARDS

On all of our projects, Consigli strives to be good corporate citizens and one of the primary ways we do this is by being sensitive to the impact our work has on the surrounding community. In addition to the immediate concerns during project construction, we realize our actions also directly affect the relationship our clients have with their neighbors after we leave and want to leave a positive impression. With the Town's permission, we will create Project Information and "What to Expect" boards to be set up at the entrance of the project site to include upcoming activities, actions being taken on-site to mitigate construction-related impacts and what people should expect to see, smell and hear. Most importantly, we will provide team cell phone numbers and encourage the neighbors to contact us immediately should they have any concerns.

PROJECT WEBSITE & SOCIAL MEDIA

A project website is also great to keep project updates and information in one easy location, allowing the community to stay up-to-date on everything about the new John R. Pierce School. Consigli develops and manages public project websites for many community-centric projects. We have found that this is an excellent way to keep in touch with the needs and concerns of the community, while also building excitement by engaging them in the overall process.

POTENTIAL FEATURES OF THE PROJECT WEBSITE:

- **Envision the Future** – Renderings & final program areas with the goal of generating excitement.
- **Meet the Team** – Introduction & role descriptions for all key team members from LeftField, Miller Dyer Spears and their consultants and Consigli.

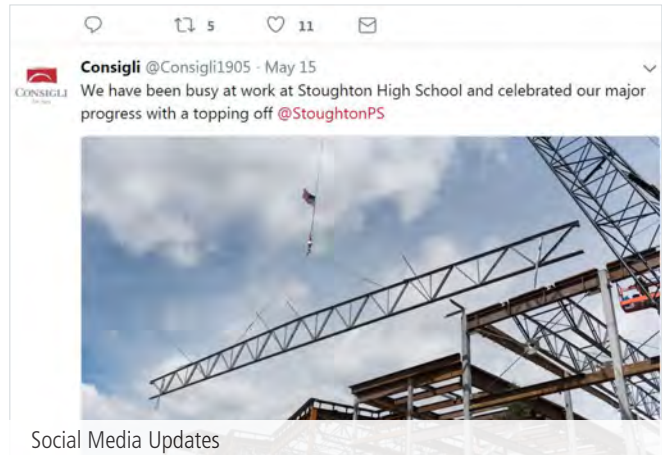


Project Information Board

COMMUNICATIONS WITH THE NEIGHBORS

Project Updates & Outreach (Cont.)

- › **Logistics** – Plans highlighting areas that are most relevant to the community & neighbors: parking areas, trucking routes, site separation, “no-go” zones & “go” zones.
- › **Schedule** – Community-friendly schedule & timeline of the life of the project with established milestone dates, information sessions & notice of upcoming activities including what to expect to hear, see & smell during specific phases.
- › **Events** – The events page will be an interactive, living calendar of upcoming & past events such as groundbreakings & hardhat tours.
- › **Building Committee** – Highlight members of the building committee & their goals for the new project.
- › **Progress Photos & Webcam** – A live webcam as well as photos of the current state of the project will be updated on a daily, weekly or monthly basis as determined by the Ashland client team.
- › **FAQ & Comments** – A listing of frequently asked questions and responses can be provided. In addition, a form can be developed allowing website viewers to ask questions or raise concerns; this can be linked directly to members of the project team or Building Committee for monitoring. We are also familiar with online question platforms where questions can be submitted directly to Leftfield, Miller Dyer Spears and Consigli. Recently, we managed this process on the Stoughton High School project through the platform “Wufoo”.





**COMMUNITY ENGAGEMENT &
PROJECT COMMUNICATIONS PLAN**

Communications Planning Session

Stakeholders (Who)	Event (What)	Frequency (When)	Tool (How)	Responsible Party
Public Works				
	Logistics	Realtime	Project Meetings, Email, Conversations	Skanska & Consigli
	Coordination with Custodians	As needed - 24 hr or once an issue has been raised	Conversations & Email	Skanska & Consigli
	Shutdowns	As needed - 24 Hour minimum	Conversations & Email	Skanska & Consigli
	Street Openings	As needed - 48 hour notice	Conversations & Email	Skanska & Consigli
Engineering				
	Logistics	Realtime	Project Meetings, Email, Conversations	Skanska & Consigli
	Work around Existing Utilities	As needed - 24 Hour minimum	Converstaion & Email	Skanska & Consigli
	Asbuilts/Closeout Materials	As needed by Phase - Preferrably Prior to C of O for that phase	Email & Hard Copy	Skanska & Consigli
Building Department				
	Logistics	Realtime	Project Meetings, Email, Conversations	Skanska & Consigli
	Permits	As needed - allow 2 weeks for processing/approvals	In person, email, conversation	Consigli
	Inspections	As needed - 24 Hour minimum	In person, email, conversation	Consigli
Board of Health				
	Kitchen Inspections	As needed - 48 hour notice	In person, email, conversation	Consigli
	Indoor Air Quality	Monthly - 3rd Friday of each month	email	Skanska & Consigli
	Complaints	As needed	Conversations & Email	Consigli & Skanska & SMMA
Town Manager				
	Project Updates	Monthly - 12th of the month	Email	Skanska & Town Engineering
	Owners Monthly Report	Monthly - 25th of the month	Email	Skanska
	Payment	Monthly - Based on Skanska Req Schedule	email	Skanska & Town Engineering
	Emergencies	Realtime	Email & Conversations	Skanska & Consigli
	Complaints	As needed	Conversations & Email	Consigli & Skanska & SMMA
Communication Sub Committee				
	Project & Schedule Updates	Monthly - 12th of the month	Email	Skanska & Town Engineering
	Logistics	Realtime	Project Meetings, Email, Conversations	Consigli & Skanska & SMMA
	Complaints	As needed	Conversations & Email & Gmail	Consigli & Skanska & SMMA
ConCom				
	Order of Conditions	As needed - No monthly meetings. Only if conditions in the field arise or differ from Order of Conditions	Conversations & email	Consigli

Sample Communications Plan

Communications Planning Session: The Communications Planning Session is our opportunity to become immersed in the established team and set a mission that we all pledge to share on the John R. Pierce School project. This key event will establish the team cohesion and project harmony that is essential for a successful project. We will open lines of communication and create full transparency to facilitate the smoothest possible pre-construction and construction phases for the project. This session will establish our method, timing/frequency, responsible party and more for all internal (team) communications and external (public, etc.) communications. As the project evolves from pre-construction through closeout, the communications plan will be adjusted to reflect the team and project stakeholder needs.

The communication planning session will determine:

- › **WHO** are the stakeholders?
- › **WHAT** is the event (schedule updates, traffic logistics, emergencies, safety inspections, etc.)?
- › **WHEN** is the communication event going to take place and what is the frequency of the event?
- › **HOW** will the communication be relayed and what tool will we implement for the event?
- › **RESPONSIBLE PARTY** who is managing the communication and held accountable for execution and delivery for each designated event?

The benefit of developing this communications plan is that there is a clearly outlined and defined means of communication with all relevant project stakeholders.

COMMUNITY ENGAGEMENT & PROJECT COMMUNICATIONS PLAN

Milestone Celebrations



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The new John R. Pierce School is an exciting project and a great opportunity to spread the news of all of the benefits it will bring to the community.

Consigli embraces the opportunity to involve the community and key project stakeholders on all of our projects. We believe that inviting the Town of Brookline community to participate in celebratory events will be a contributing factor to the success of the new school. On similar projects, Consigli has planned, developed collateral, managed and run these milestone events, while on others, we simply participate. We are willing to provide as much assistance to the Town of Brookline as needed in the preparation and execution of these important events.

When the building is complete, Consigli will be proud to have helped the Town of Brookline reach this important milestone.

Potential Events & Milestones

- › Groundbreaking ceremonies
- › Topping off parties & beam signings
- › Hardhat tours
- › Open forums to address questions & concerns
- › Fundraising events
- › Completion open houses



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COMMUNITY ENGAGEMENT & PROJECT COMMUNICATIONS PLAN

Subcontractor Communications



Trade Harmony: On a project of this size, project harmony amongst all trades is one of the key factors to success. We anticipate over 75 workers on-site each day during peak construction times and we will focus our efforts on establishing a positive team environment. During construction, daily stand-up meetings, web-based communication, schedule management and well-planned work areas and deliveries will enhance subcontractor harmony.

Safety Incentives: Safety rewards programs are applied on every project and rewards subcontractors for working in a crew that has zero safety incidents. Each individual in a crew is given an "injury free" item for every 500 hours the crew works without an incident or injury. The prizes build from a small 500-hour prize to a larger one for 2,000 hours. Finally, all subcontractor individuals that work for the entire year in a crew with no injuries are entered into a raffle for a large award.

Subcontractor Mapping: Subcontractor mapping allows us to focus on trade involvement in critical areas of the construction schedule. The mapping can be built directly into VDC models using Revit Navisworks and Synchro. Each site area/room will be populated with how many trades are working in that space and for how many days. This provides a big-picture coordination tool. The building information models can be used by the Consigli project team, subcontractors and design team as a tool to provide detailed information on progress for the Town of Brookline client team and project stakeholders.

Principals Meetings: Consigli will host quarterly Principals Meetings, during which the owners of each subcontractor firm will walk the job and critique safety measures for other subcontractors. They will gift prizes to workers acting safely and make note of any unsafe activities or potential hazards. Following the site walk, the Principals discuss their findings and develop solutions, as a team, to ensure progress for the next quarter. We've found that this process creates a higher level of accountability across the building team, while also providing opportunities for the client team to meet with the subcontractors and ask questions, re-visit schedule goals, understand any roadblocks and reiterate the Town of Brookline's overall goals and vision for the project.





C. STAFFING PLAN





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C. STAFFING PLAN



Model showing the new school connecting to the Historic Pierce School.

Management of a large complex project like the new John R. Pierce School requires a significant team with strong diverse experience and skills. In selecting our key team members, we considered a number of key requirements including:

- ▶ Prior experience working together
- ▶ Proven collaborative leadership skills
- ▶ Experience with large, logistically-challenging projects
- ▶ Geothermal well installation
- ▶ Extensive K-12 experience
- ▶ Significant site package requirements
- ▶ Public Chapter 149A experience

Using these criteria, Consigli's team members were hand-picked, resulting in assembly of a very skilled and qualified project staff that more than satisfies the required criteria. The team will be led by Project Executive Jody Staruk and General Superintendent Mike Caputo, both 15+ year Consigli veterans with extensive K-12 project experience. The core team members that will be engaged with the Town of Brookline, LeftField and Miller Dyer Spears, Inc. throughout the duration of the project are listed here along with their project position.

On the following pages, we have included our organizational chart, staffing plan, current workload, commuting logistics and project overlap.



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STAFFING PLAN

John R. Pierce School - Brookline, MA

ANTICIPATED STAFFING PLAN

BASELINE SCHEDULE

2022										2023									
Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov

PRECONSTRUCTION																				
CONSTRUCTION																				
CLOSEOUT																				

PROJECT MANAGEMENT PERSONNEL

Project Executive		8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%
Senior Project Manager		4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%
Assistant Project Manager																				
Project Engineer																				
Project Engineer 2																				
MEP Manager		5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
Schedule Manager		3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%
Sustainability Manager		3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%

FIELD PERSONNEL

General Superintendent																				
Superintendent		3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%
Assistant Superintendent																				
Safety Officer																				

ADDITIONAL PERSONNEL

Preconstruction Manager		11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%
Purchasing												20%								
Estimating		30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%
BIM Manager		3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%
Quality Control Manager																				
Compliance Officer		1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%
IT Technician																				
Clerical/Project Assistant																				
Project Cost Accountant																				

Total Full Time Equivalent

-	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.9	0.7	0.7	0.7	0.7	0.7	0.7	0.7
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John R. Pierce School - Brookline, MA

ANTICIPATED STAFFING PLAN BASELINE SCHEDULE

2026												2027							
Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar

PRECONSTRUCTION																				
CONSTRUCTION																				
CLOSEOUT																				

PROJECT MANAGEMENT PERSONNEL

Project Executive	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	10%		
Senior Project Manager	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%		
Assistant Project Manager	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%		
Project Engineer	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%		
Project Engineer 2	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%		
MEP Manager	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	40%	40%	40%	40%	40%	40%	40%		
Schedule Manager	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%			
Sustainability Manager	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%		

FIELD PERSONNEL

General Superintendent	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	5%		
Superintendent	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%		
Assistant Superintendent	200%	200%	200%	200%	200%	200%	200%	200%	200%	200%	200%	200%	200%	200%	200%	200%	200%	200%	200%		
Safety Officer	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%		

ADDITIONAL PERSONNEL

Preconstruction Manager																					
Purchasing																					
Estimating																					
BIM Manager	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%		
Quality Control Manager	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%		
Compliance Officer	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%		
IT Technician	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%		
Clerical/Project Assistant	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	5%	
Project Cost Accountant	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	5%	

Total Full Time Equivalent

8.4	8.4	8.4	8.4	8.4	8.4	8.4	8.4	8.4	8.4	8.4	8.4	8.4	8.6	8.6	8.6	8.6	8.6	3.8	-	-
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John R. Pierce School - Brookline, MA

ANTICIPATED STAFFING PLAN ALTERNATIVE SCHEDULE

2022					2023												2024				
Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan

PRECONSTRUCTION																						
PHASE 1: SITE, DEMO, ABATE																						
PHASE 2: NEW BLDG																						
CLOSEOUT																						

PROJECT MANAGEMENT PERSONNEL

Project Executive		6%	6%	6%	6%	6%	6%	6%	6%	6%	6%	6%	6%	6%	6%	6%	10%	10%	10%	10%	10%	10%
Senior Project Manager		2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	50%	100%	100%	100%	100%	100%
Assistant Project Manager																	50%	100%	100%	100%	100%	100%
Project Engineer																	100%	100%	100%	100%	100%	100%
Project Engineer 2																						
MEP Manager		3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	5%	5%	5%	5%	5%	5%
Schedule Manager		1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	10%	10%	10%	10%	10%	10%
Sustainability Manager		1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	6%	6%	6%	6%	6%	6%

FIELD PERSONNEL

General Superintendent																	5%	10%	10%	10%	10%	10%
Superintendent		2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	100%	100%	100%	100%	100%	100%
Assistant Superintendent																			100%	100%	100%	100%
Safety Officer																	10%	10%	10%	10%	10%	10%

ADDITIONAL PERSONNEL

Preconstruction Manager		11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%
Purchasing													20%									
Estimating		30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%
BIM Manager		1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	10%	10%	10%	10%	10%	10%
Quality Control Manager																						
Compliance Officer		1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	5%	5%	5%	5%	5%
IT Technician																		5%	5%	5%	5%	5%
Clerical/Project Assistant																		5%	5%	5%	5%	5%
Project Cost Accountant																		5%	5%	5%	5%	5%



Total Full Time Equivalent

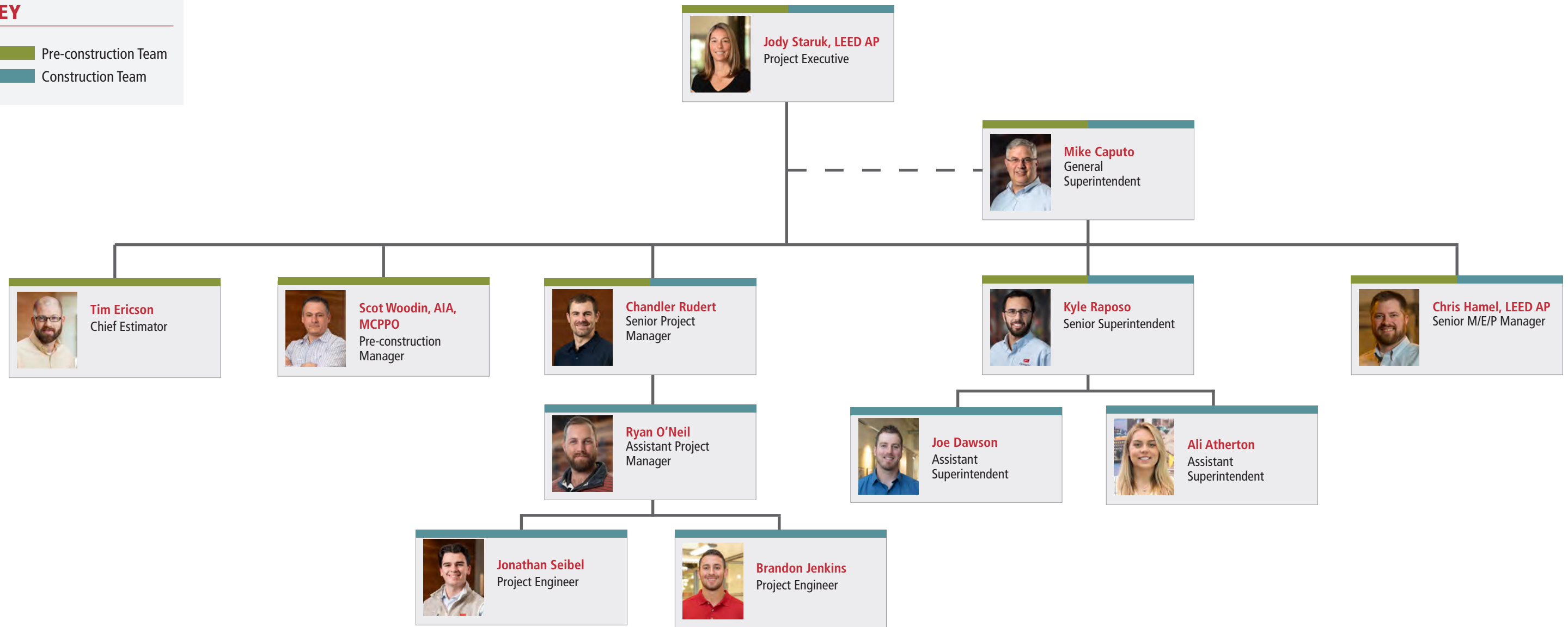
-	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.8	0.6	0.6	0.6	4.0	5.2	6.2	6.2	6.2	6.2
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ORGANIZATIONAL CHART

ORGANIZATIONAL STRUCTURE

KEY

-  Pre-construction Team
-  Construction Team



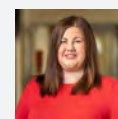
ADDITIONAL TEAM RESOURCES



Eddy Pellerin, CSP
Regional Safety Manager



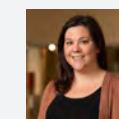
Kailash Viswanathan
Director of Energy



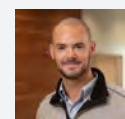
Alicia Martino
Senior VDC Manager



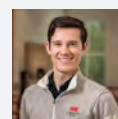
Ken Amano
Corporate Quality Manager



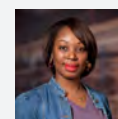
Brittany Hocking
Scheduling Manager



Steven Burke, LEED & WELL Faculty
Director of Sustainability



Nick Crowell
Lean Engineer



Kacey-Ann Satchell
Diversity & Community Outreach Manager



Jennifer Savoie
Senior Purchaser



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CURRENT WORKLOAD & COMMUTING LOGISTICS

CURRENT WORKLOAD & COMMUTING LOGISTICS



PERSONNEL	CURRENT WORKLOAD	COMMUTING LOGISTICS
Jody Staruk Project Executive	Douglas & Gates Elementary School: 20% through August 2022, 10% through July 2023 Revitalization of The Lincoln School: 10% until August 2022 Learning First Charter School: 10% through September 2022 Springfield College: 10% through September 2023 Lawrence Oliver Elementary: 10% through April 2025	Holden, MA 1 hour, 52 miles
Mike Caputo General Superintendent	Mike supports multiple projects at a time and has the capacity to work on the John R. Pierce School project.	Shrewsbury, MA 56 minutes, 35 miles
Scot Woodin Pre-construction Manager	Scot supports multiple projects at a time and has the capacity to work on the John R. Pierce School project.	Framingham, MA 42 minutes, 17 miles
Tim Ericson Chief Estimator	Tim supports multiple projects at a time and has the capacity to work on the John R. Pierce School project.	Canton, MA 37 minutes, 21 miles
Chandler Rudert Senior Project Manager	Sharon High School: 100% until September 2022, 50% until July 2023	Cumberland, RI 55 minutes, 44 miles
Kyle Raposo Senior Superintendent	Sharon High School: 100% until May 2023	Mendon, MA 1 hour, 43 miles
Chris Hamel Senior M/E/P Manager	Chris supports multiple projects at a time and has the capacity to work on the John R. Pierce School project.	Shrewsbury, MA 54 minutes, 37 miles
Ryan O'Neil Assistant Project Manager	Sharon High School: 100% until July 2023	Upton, MA 51 minutes, 37 miles
Jonathan Seibel Project Engineer	Sharon High School: 100% until July 2023	Medfield, MA 34 minutes, 18 miles
Brandon Jenkins Project Engineer	Sharon High School: 100% until July 2023	East Bridgewater, MA 37 miles, 51 minutes
Ali Atherton Assistant Superintendent	Sharon High School: 100% until July 2023	Milford, MA 48 minutes, 38 miles
Joe Dawson Assistant Superintendent	Sharon High School: 100% until July 2023	North Grafton, MA 50 minutes, 39 miles



D. RESUMES



D. RESUMES



The seasoned construction professionals we are proposing will bring the right experience to deliver this complex project. The group that will be solving the challenges presented by this project have specific, relevant new K-12 school construction expertise and experience working together as a team. They bring strong experience with similar projects and are well-versed in the requirements of Chapter 149A.

The key members of our proposed team are

- ▶ Jody Staruk, LEED AP – Project Executive
- ▶ Mike Caputo – General Superintendent
- ▶ Scot Woodin, AIA, MCPPO – Pre-construction Manager
- ▶ Tim Ericson – Chief Estimator
- ▶ Chandler Rudert – Senior Project Manager

- ▶ Kyle Raposo – Senior Superintendent
- ▶ Chris Hamel, LEED AP – Senior M/E/P Manager
- ▶ Ryan O’Neil – Assistant Project Manager
- ▶ Jonathan Seibel – Project Engineer
- ▶ Brandon Jenkins – Project Engineer
- ▶ Ali Atherton – Assistant Superintendent
- ▶ Joe Dawson – Assistant Superintendent

Our core project team will be supported by Consigli’s support staff, which stretches across multiple departments and disciplines, including estimating, safety, scheduling and Virtual Design & Construction.

Within this section, we have included core team resumes with references.



JODY STARUK, LEED AP

Project Executive

As Project Executive, Jody will provide overall team leadership and is fully accountable to the client team to deliver on all goals of the project. Immediately upon award, Jody will gain a complete understanding of project requirements and the expectations of the client team to develop a construction management approach that will ensure the overall success of the project. She will be involved in the project from award to close-out, to participate in key decisions, dedicate the necessary corporate resources and monitor the progress of the project on an ongoing basis.



Acton-Boxborough Regional School District, Douglas & Gates Elementary School, Acton, MA

175,000 sq. ft. new construction of a three-story school to meet the District's current educational needs. The building's first floor will contain common spaces including Science, Technology, Engineering, Art and Mathematics (STEAM) labs, multi-purpose rooms, gymnasiums and the cafeteria, as well as the Preschool and CASE Collaborative classrooms. The second and third floors will house the Gates School and Douglas School respectively, along with a two-story media center. The adjacent existing schools will remain operational during the duration of construction, and upon completion, they will be demolished to make way for new parking lots and playing fields.

City of Lawrence, Oliver Elementary School, Lawrence, MA

160,000 sq. ft. renovation and addition to an existing school built in 1917. The front of the building will be retained for historic preservation with improvements to the envelope and new M/E/P systems. The four-story addition will replace the back of the building. This project will keep the current Oliver Partnership School, grades 1 through 5, in its current location, reintroduce a kindergarten program, and relocate grades 6 through 8 into this new building for a combined K-8 school totaling 1,000 students.

Town of Ashburnham, John R. Briggs Elementary School, Ashburnham, MA

87,824 sq. ft. new construction of an elementary school housing Pre-K through fifth grade. The new building was constructed adjacent to the existing, occupied elementary school, which was demolished upon project completion. Scope included a two-story administration and classroom structure, cafetorium, stage and kitchen area, gymnasium, administration area and media/computer room.

Lincoln School Building Committee, Revitalization of The Lincoln School, Lincoln, MA

Phased renovation of the existing 127,000 sq. ft. school and new additions totaling 37,500 sq. ft., will revitalize this iconic mid-century modern school building with all new systems, a restored façade and collaborative learning spaces. Construction will take place while the existing elementary and middle schools remain operational, employing temporary modular classrooms to accommodate students.

Learning First Foundation, Seven Hills Charter School, Worcester, MA

Gut renovation of the existing 75,000 sq. ft. St. Mary's School to relocate a K-8 program For Seven Hills Charter Public School. The new school will provide more parking, a bigger gymnasium and other classroom needs for more than 650 students. The project is located in a dense urban environment which requires extensive logistics planning.

EDUCATION

Worcester Polytechnic Institute
M.S. / Construction Project
Management and Civil
Engineering
B.S. / Civil Engineering

LICENSES / CERTIFICATIONS

OSHA 30-Hour Training
Certification
CPR / First Aid Certification
LEED Accredited Professional

AFFILIATIONS

NAWIC - Greater Worcester
Chapter
Worcester Young Professional
Women's Association
Board Member; Girl's Inc. -
Worcester

REFERENCES

Emily Grandstaff-Rice FAIA
Senior Associate
Arrowstreet Inc.
(617) 388-6654
grandstaff-ric@arrowstreet.com

Buck Creel
Administrator for Business & Finance
Lincoln Public Schools
(781) 259-2623
bcreel@lincnet.org

Jim Burrows
Assistant Project Manager
Skanska USA
(617) 293-2448
jim.burrows@skanska.com



MIKE CAPUTO

General Superintendent

Mike provides guidance and corporate support to all Consigli Superintendents and project sites. He is a valuable resource for Consigli's teams, whether it's brainstorming ideas, spotting potential problems, reviewing project schedules or other areas where support is needed. Mike will use this knowledge to bring additional oversight and supplement field resources as required. He works with our leadership team to continually advance our field management procedures, including quality, communications, scheduling, productivity and safety, with the goal to provide best-in-class services to our clients.



Town of Tewksbury, Tewksbury Elementary School, Tewksbury, MA

Replacement of an existing elementary schools with a new 139,500 sq. ft., three-story facility serving grades 2-4 district-wide. The new building will be constructed adjacent to the existing John F. Ryan Elementary School, which currently serves grades 5 & 6 and must remain fully operational throughout the project's entirety. The project also includes the demolition of District Offices building, and replacement of a historic athletic complex with a modern stadium facility featuring a new field house and synthetic multi-purpose field.

City of Framingham, Fuller Middle School, Framingham, MA

Construction of a new three-story school featuring a learning commons/cafeteria at the core, surrounded by balconies fronting a perimeter of classrooms. The school will also be equipped with an 8,300 sq. ft. gymnasium, a 420-seat auditorium, full building air conditioning and Science, Technology, Engineering, Art and Mathematics (STEAM) instructional areas. In an effort to minimize disruptions to the students and the surrounding neighborhood, the new building will be constructed adjacent to the existing school while it remains fully operational.

Town of Winchester, Winchester High School Renovation & Expansion, Winchester, MA

Renovation and expansion of the occupied Winchester High School utilizing a phased approach to accommodate 1,370 students, grades 9-12. Project included 24,563 sq. ft. of new construction and renovations to 264,277 sq. ft. including an additional 20,302 sq. ft. of basement space. The schedule was broken into three phases based upon a need for required classroom space. Temporary modular classrooms were used during phases one and two, allowing for classroom time to be fully-operational without being interrupted.

Acton-Boxborough Regional School District, Douglas & Gates Elementary School, Acton, MA

175,000 sq. ft. new construction of a three-story school to meet the District's current educational. The building's first floor will contain common spaces including Science, Technology, Engineering, Art and Mathematics (STEAM) labs, multi-purpose rooms, gymnasiums and the cafeteria, as well as the Preschool and CASE Collaborative classrooms. The second and third floors will house the Gates School and Douglas School respectively, along with a two-story media center. The adjacent existing schools will remain operational during the duration of construction, and upon completion, they will be demolished to make way for new parking lots and playing fields.

EDUCATION

Wentworth Institute of Technology

B.S. / Civil Engineering

LICENSES / CERTIFICATIONS

Massachusetts Construction Supervisor License

OSHA 30-Hour Training Certification

ASHE Healthcare Construction Certification

REFERENCES

Peter Fenuccio
Associate Director of Facilities
Worcester State University
(508) 929-8080
pfenuccio@worcester.edu

Matthew Lewis, AIA
Associate
Architectural Resources Cambridge, Inc.
(617) 547-2200
mlewis@arcusa.com

Joel Seeley
Executive Vice President
Symmes Maini & McKee Associates
(617) 520-9403
jseeley@smma.com



SCOT WOODIN AIA, MCPPO

Pre-construction Manager

As Pre-construction Manager, Scot will be responsible for planning, management and implementation of all activities and execution procedures during the pre-construction phase of the project. He will interface with the client, design team and all other team members. Scot will coordinate the efforts of all Consigli pre-construction personnel and be responsible for all pre-construction deliverables.



Town of Sharon, Sharon High School, Sharon, MA

New 240,000 sq. ft. building located next to the existing high school having capacity for more than 1,200 students in grades nine to 12. The new high school will have 42 academic classrooms, including small group seminar rooms, sciences labs, special education space, technology/engineering classrooms, as well as an indoor track and athletic fields. Following the completion of the new building, the existing high school will be abated of hazardous materials and demolished.

City of Waltham, Waltham High School, Waltham, MA

New 415,000 sq. ft. building set to be Massachusetts School Building Authority's most expensive high school project in the state to date. Construction includes blasting and removing about 800,000 CY of rock. Collaboration with city officials will be key in coordinating complex site logistics, including traffic and site security.

Revere Public Schools, Staff Sargent James J. Hill Elementary School, Revere, MA

New construction of a 103,000 sq. ft. elementary school built next to the existing elementary school that was used as a swing space throughout construction. At the east end of the Park Ave façade and art room and a computer lab are articulated as specialized spaces on the exterior of the building, while enhancing the interior space by its unique window areas. Project received LEED certification.

Hampshire Regional School Districts, Anne T. Dunphy Elementary School, Williamsburg, MA

21,530 sq. ft. new construction and 15,570 sq. ft. renovation of the Anne T. Dunphy Elementary School. The new addition houses new classrooms and a new cafeteria "commons" area that, in addition to fulfilling the student dining requirements for the expanded enrollment, serves as a multi-purpose area as well. Renovation included complete upgrades to the HVAC, plumbing, electrical, fire protection and fire alarm systems and full window replacement.

Revere Public Schools, Paul Revere Elementary School, Revere, MA

New construction of a 65,000 sq. ft. elementary school. The new school houses a gymnasium, cafeteria and library organized as shared spaces available to the community evenings and weekends. The school honors the historical legacy of Paul Revere and the revolutionary war era by featuring a number of displays throughout the facility that can be used as teaching aids. This elementary school was the first Innovation School built in Massachusetts.

EDUCATION

Boston Architectural Center
Bachelors / Architecture
Pratt Institute

LICENSES / CERTIFICATIONS

American Institute of Architects
NCARB Certified
Massachusetts Certified Public
Purchasing Official (MCPPO)
LEED Green Associate

REFERENCES

Julie Miller
Principal
Town of Stoughton
(781) 344-4000
j_miller@stoughtonschools.org

Brian Lynch
Superintendent
Middleborough Public Schools
(508) 946-2000
blynch@middleborough.k12.ma.us

David Warner
Principal
Warner Larson Associates
(781) 464-1440
dwarner@warnerlarson.com



TIM ERICSON

Chief Estimator

As Chief Estimator, Tim will take a lead role in developing the estimating deliverables required for this project. He will collaborate with the architects to understand the design intent and the full scope of work to produce detailed and accurate estimates. Tim will also work with our field team to perform document reviews and incorporate the costs associated with logistics, scheduling and constructability into our estimates. He will also perform cost/benefit studies and provide value management services to deliver the maximum value for the established budget.



Town of Sharon, Sharon High School, Sharon, MA

New 240,000 sq. ft. building located next to the existing high school having capacity for more than 1,200 students in grades nine to 12. The new high school will have 42 academic classrooms, including small group seminar rooms, sciences labs, special education space, technology/engineering classrooms, as well as an indoor track and athletic fields. Following the completion of the new building, the existing high school will be abated of hazardous materials and demolished.

City of Lawrence, Lawrence Oliver School, Lawrence, MA

160,000 sq. ft. renovation and addition to an existing school built in 1917. The front of the building will be retained for historic preservation with improvements to the envelope and new M/E/P systems. The four-story addition will replace the back of the building. This project will keep the current Oliver Partnership School, grades 1 through 5, in its current location, reintroduce a kindergarten program, and relocate grades 6 through 8 into this new building for a combined K–8 school totaling 1,000 students.

Acton-Boxborough Regional School District, Douglas & Gates Elementary School, Acton, MA

175,000 sq. ft. new construction of a three-story school to meet the District's current educational needs. The building's first floor will contain common spaces including Science, Technology, Engineering, Art and Mathematics (STEAM) labs, multi-purpose rooms, gymnasiums and the cafeteria, as well as the Preschool and CASE Collaborative classrooms. The second and third floors will house the Gates School and Douglas School respectively, along with a two-story media center. The adjacent existing schools will remain operational during the duration of construction, and upon completion, they will be demolished to make way for new parking lots and playing fields.

City of Framingham, Fuller Middle School, Framingham, MA

Construction of a new three-story school featuring a learning commons/cafeteria at the core, surrounded by balconies fronting a perimeter of classrooms. The school will also be equipped with an 8,300 sq. ft. gymnasium, a 420-seat auditorium, full building air conditioning and Science, Technology, Engineering, Art and Mathematics (STEAM) instructional areas. In an effort to minimize disruptions to the students and the surrounding neighborhood, the new building will be constructed adjacent to the existing school while it remains fully operational.

Lincoln School Building Committee, Revitalization of The Lincoln School, Lincoln, MA

Phased renovation of the existing 127,000 sq. ft. school and new additions totaling 37,500 sq. ft., will revitalize this iconic mid-century modern school building with all new systems, a restored façade and collaborative learning spaces. Construction will take place while the existing elementary and middle schools remain operational, employing temporary modular classrooms to accommodate students.

EDUCATION

Union College
B.S. / Civil Engineering

LICENSES / CERTIFICATIONS

Engineer-in-Training

AFFILIATIONS

American Society of Professional Estimators

REFERENCES

Lorraine Finnegan
Principal and Vice President
Symmes Maini & McKee Associates
(781) 640-3756
lfinnegan@smma.com

Joel Seeley, AIA
Executive Vice President
Symmes Maini & McKee Associates
jseeley@smma.com
(617) 520-9403

Emily Grandstaff-Rice FAIA
Senior Associate
Arrowstreet Inc.
(617) 388-6654
grandstaff-ric@arrowstreet.com



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CHANDLER RUDERT

Senior Project Manager

As Senior Project Manager, Chandler will be the main point of contact for the owner and architect throughout the process. He will be responsible for overseeing all aspects of the project including cost reporting, schedule management, quality control, subcontractor coordination and project close-out. As the hub of team communications, Chandler is accountable for all facets of project administration, including leading team meetings, developing monthly progress reports and overseeing the document control procedures completed by the Project Engineer.



Town of Sharon, Sharon High School, Sharon, MA

New 240,000 sq. ft. building located next to the existing high school having capacity for more than 1,200 students in grades nine to 12. The new high school will have 42 academic classrooms, including small group seminar rooms, sciences labs, special education space, technology/engineering classrooms, as well as an indoor track and athletic fields. Following the completion of the new building, the existing high school will be abated of hazardous materials and demolished.

Town of Holbrook Public Schools, Holbrook Pre K-12 School, Holbrook, MA

New construction of the 217,353 sq. ft. Pre K-12 school adjacent to the existing Junior-Senior High School. Scope of work included phased construction of two wings, one for grades Pre K-5 and the other for grades 6-12. Demolition of the existing Junior-Senior High School took place once the new Pre K-12 school was complete. Landscaping, track installation and new baseball and playing fields were also included in the project.

Town of Ashburnham, John R. Briggs Elementary School, Ashburnham, MA

87,824 sq. ft. new construction of an elementary school housing Pre-K through fifth grade. The new building was constructed adjacent to the existing, occupied elementary school, which was demolished upon project completion. Scope included a two-story administration and classroom structure, cafeterium, stage and kitchen area, gymnasium, administration area and media/computer room.

Blue Hills Technical School, Blue Hills Regional Technical School Renovation, Canton, MA

342,000 sq. ft. occupied, phased renovation to address the building's need for all new fire protection systems, M/E/P upgrades, window replacement, roof repairs and full handicap accessibility. The work was managed within the occupied school, utilizing night shifts and weekend shifts to minimize impacts while maintaining the project schedule.

Ayer Shirley Regional School District, High School Renovation, Ayer, MA

The Ayer Shirley Regional High School received an addition and renovation to accommodate the growing needs of its students. The addition to the building was approximately 52,000 sq. ft. and the renovation involved approximately 93,000 sq. ft. and required upgrades to the plumbing, HVAC, electrical and technology systems, including complete fire sprinklers. Windows were replaced and the minimally insulated precast concrete panels were re-clad with insulating panels. The roof was replaced with new roofing and insulation.

EDUCATION

Clarkson University
B.S. / Civil Engineering

LICENSES / CERTIFICATIONS

OSHA 10-Hour Training
Certification

REFERENCES

Joel Seeley
Executive Vice President
Symmes Maini & McKee Associates
(617) 877-2859
jseeley@smma.com

Gordon Gladstone
Chairman
Sharon Standing Building Committee
(781) 820-1796
gwgladstone@gmail.com

Mike Burton
Project Director/Partner
Dore & Whittier Architects, Inc.
(978) 499-2999
mburton@doreandwhittier.com



KYLE RAPOSO

Senior Superintendent

As Senior Superintendent, Kyle will be your full-time, on-site representative to direct all aspects of field operations. He will implement the project-specific safety and quality control programs established for the project. He is responsible for scheduling and managing the performance of all subcontractors. Kyle will conduct weekly subcontractor meetings to reinforce the schedule milestones, quality goals and safety requirements of each trade. Kyle will maintain a professional work environment and harmonious relations with the building trades throughout the jobsite at all times.



Town of Sharon, Sharon High School, Sharon, MA

New 240,000 sq. ft. building located next to the existing high school having capacity for more than 1,200 students in grades nine to 12. The new high school will have 42 academic classrooms, including small group seminar rooms, sciences labs, special education space, technology/engineering classrooms, as well as an indoor track and athletic fields. Following the completion of the new building, the existing high school will be abated of hazardous materials and demolished.

Town of Brookline, Devotion School, Brookline, MA

The existing school building constructed in 1913 was salvaged while the remaining surrounding buildings were demolished. Construction of the new school began while renovation/restoration of the 1913 building was ongoing. The new school consists of a 220,000 sq. ft. of new construction and renovation. It also includes a new two-story parking garage. The project is located in the heart of Brookline surrounded with residential neighbors. *Kyle worked on this project while employed at Shawmut.

City of Attleboro, Attleboro High School, Attleboro, MA

New 476,000 sq. ft. "comprehensive" high school that is home to both a regular grade 9-12 high school as well as a fully accredited chapter 74 vocational/technical high school. Construction of a new four-story school for 1,725 students will be conducted directly adjacent to the existing high school and football stadium, surrounded by a residential neighborhood, elementary school and middle school.

Town of Stoughton, Stoughton High School, Stoughton, MA

New construction of a 214,000 sq. ft. high school which includes a three-story academic wing, two-story public wing housing the new state-of-the-art gymnasium and auditorium and a two-story connector which includes the administration, the cafeteria and library. Demolition of the existing school took place following construction of the new school to make room for playing fields.

Town of Holbrook Public Schools, Holbrook Pre K-12 School, Holbrook, MA

New construction of the 217,353 sq. ft. Pre K-12 school adjacent to the existing Junior-Senior High School. Scope of work included phased construction of two wings, one for grades Pre K-5 and the other for grades 6-12. Demolition of the existing Junior-Senior High School took place once the new Pre K-12 school was complete. Landscaping, track installation and new baseball and playing fields were also included in the project.

EDUCATION

Wentworth Institute of
Technology

B.S. / Construction Management

LICENSES / CERTIFICATIONS

Massachusetts Construction
Supervisor License

OSHA 30-Hour Training
Certification

REFERENCES

Julie Miller
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Town of Stoughton
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Dominic Tiberi
Senior Project Manager
Compass Project Management Inc.
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Christopher Blessen
Principal
Tappe Architects
(774) 274-2060
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RYAN O'NEIL

Assistant Project Manager

As Assistant Project Manager, Ryan will assist with pre-construction planning and document the project status, facilitate communication within the team, produce daily field reports and maintain logs of requests for information, project submittals and change orders.



Town of Sharon, Sharon High School, Sharon, MA

New 240,000 sq. ft. building located next to the existing high school having capacity for more than 1,200 students in grades nine to 12. The new high school will have 42 academic classrooms, including small group seminar rooms, sciences labs, special education space, technology/engineering classrooms, as well as an indoor track and athletic fields. Following the completion of the new building, the existing high school will be abated of hazardous materials and demolished.

Town of Holbrook Public Schools, Holbrook Pre K-12 School, Holbrook, MA

New construction of the 217,353 sq. ft. Pre K-12 school adjacent to the existing Junior-Senior High School. Scope of work included phased construction of two wings, one for grades Pre K-5 and the other for grades 6-12. Demolition of the existing Junior-Senior High School took place once the new Pre K-12 school was complete. Landscaping, track installation and new baseball and playing fields were also included in the project.

Edward W. Brooke Charter School, Brooke Charter High School, Mattapan, MA

94,000 sq. ft. new construction of Brooke Charter High School supports 840 students and feature classrooms, a dining commons, study rooms, a gymnasium, auditorium, music and art rooms and administrative staff offices. The project scope included extensive testing and coordination to facilitate the removal of subsurface materials on the contaminated site. The school was built to LEED for Schools Silver standards.

University of Massachusetts Boston, Renovation of Existing Academic Buildings (REAB), Dorchester, MA

165,000 sq. ft. renovation of four 1970s-era concrete structures—McCormack Hall, Wheatley Hall, Healey Library and the Quinn Building—transformed them into light-filled, inviting spaces that foster academic study and collaboration, improve departmental operations and expand priority program areas. Scope included live M/E/P upgrades and renovations adjacent to fully occupied laboratories, classrooms, lecture halls; corridor improvements on the first and second floors; instructional and faculty room improvements; and the integration of gender neutral, ADA compliant bathrooms.

EDUCATION

Fitchburg State University
B.S. / Construction Management

LICENSES / CERTIFICATIONS

OSHA 30-Hour Training
Certification
Adult AED Certificate of
Completion

REFERENCES

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Town of Holbrook Public Schools
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CHRIS HAMEL, LEED AP

Senior M/E/P Manager

As Senior M/E/P Manager, Chris will provide specialized expertise to our project team from the preliminary stages of design to the project turnover and warranty phases. Chris's capabilities include systems evaluation, document review, quality assurance, implementation of indoor air quality programs, commissioning support and staff training.



Town of Sharon, Sharon High School, Sharon, MA

New 240,000 sq. ft. building located next to the existing high school having capacity for more than 1,200 students in grades nine to 12. The new high school will have 42 academic classrooms, including small group seminar rooms, sciences labs, special education space, technology/engineering classrooms, as well as an indoor track and athletic fields. Following the completion of the new building, the existing high school will be abated of hazardous materials and demolished.

Town of Tewksbury, Tewksbury Elementary School, Tewksbury, MA

Replacement of an existing elementary schools with a new 139,500 sq. ft., three-story facility serving grades 2-4 district-wide. The new building will be constructed adjacent to the existing John F. Ryan Elementary School, which currently serves grades 5 & 6 and must remain fully operational throughout the project's entirety. The project also includes the demolition of District Offices building, and replacement of a historic athletic complex with a modern stadium facility featuring a new field house and synthetic multi-purpose field.

Acton-Boxborough Regional School District, Douglas & Gates Elementary School, Acton, MA

175,000 sq. ft. new construction of a three-story school to meet the District's current educational needs. The building's first floor will contain common spaces including Science, Technology, Engineering, Art and Mathematics (STEAM) labs, multi-purpose rooms, gymnasiums and the cafeteria, as well as the Preschool and CASE Collaborative classrooms. The second and third floors will house the Gates School and Douglas School respectively, along with a two-story media center. The adjacent existing schools will remain operational during the duration of construction, and upon completion, they will be demolished to make way for new parking lots and playing fields.

Town of Ashburnham, John R. Briggs Elementary School, Ashburnham, MA

87,824 sq. ft. new construction of an elementary school housing Pre-K through fifth grade. The new building was constructed adjacent to the existing, occupied elementary school, which was demolished upon project completion. Scope included a two-story administration and classroom structure, cafeterium, stage and kitchen area, gymnasium, administration area and media/computer room.

City of Attleboro, Attleboro High School, Attleboro, MA

New 476,000 sq. ft. "comprehensive" high school that is home to both a regular grade 9-12 high school as well as a fully accredited chapter 74 vocational/technical high school. Construction of a new four-story school for 1,725 students will be conducted directly adjacent to the existing high school and football stadium, surrounded by a residential neighborhood, elementary school and middle school.

EDUCATION

Worcester Polytechnic Institute
B.S. / Mechanical Engineering

LICENSES / CERTIFICATIONS

OSHA 30-Hour Training
Certification

Massachusetts Construction
Supervisor License

LEED Accredited Professional

REFERENCES

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JONATHAN SEIBEL

Project Engineer

As Project Engineer, Jon is responsible for document control and tracking of materials, submittals and deliveries. He supports the Project Manager in all day-to-day process and procedures to ensure that relevant project information is compiled and distributed to the entire team in a timely manner. He also updates the schedule on a regular basis and provides the owner with logistics and phasing plans to demonstrate upcoming work.



Town of Sharon, Sharon High School, Sharon, MA

New 240,000 sq. ft. building located next to the existing high school having capacity for more than 1,200 students in grades nine to 12. The new high school will have 42 academic classrooms, including small group seminar rooms, sciences labs, special education space, technology/engineering classrooms, as well as an indoor track and athletic fields. Following the completion of the new building, the existing high school will be abated of hazardous materials and demolished.

EDUCATION

University of Massachusetts
Amherst

B.S. / Building Construction
Technology

LICENSES / CERTIFICATIONS

OSHA 30-Hour Training
Certification

REFERENCES

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BRANDON JENKINS

Project Engineer

As Project Engineer, Brandon is responsible for document control and tracking of materials, submittals and deliveries. He supports the Project Manager in all day-to-day process and procedures to ensure that relevant project information is compiled and distributed to the entire team in a timely manner. He also updates the schedule on a regular basis and provides the owner with logistics and phasing plans to demonstrate upcoming work.



Town of Sharon, Sharon High School, Sharon, MA

New 240,000 sq. ft. building located next to the existing high school having capacity for more than 1,200 students in grades nine to 12. The new high school will have 42 academic classrooms, including small group seminar rooms, sciences labs, special education space, technology/engineering classrooms, as well as an indoor track and athletic fields. Following the completion of the new building, the existing high school will be abated of hazardous materials and demolished.

EDUCATION

Roger Williams University
B.S. / Civil Engineering

LICENSES / CERTIFICATIONS

OSHA 30-Hour Training
Certification

REFERENCES

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ALI ATHERTON

Assistant Superintendent

Ali will be responsible for assisting the Superintendent in controlling staffing and productivity of all site subcontractors. She will also be responsible for producing daily quality control checklists, as well as planning, management and implementation of all activities and execution procedures on the project. Ali will be part of the team during the pre-construction process, helping to establish schedule, logistics and quality control plans early on.

Town of Sharon, Sharon High School, Sharon, MA

New 240,000 sq. ft. building located next to the existing high school having capacity for more than 1,200 students in grades nine to 12. The new high school will have 42 academic classrooms, including small group seminar rooms, sciences labs, special education space, technology/engineering classrooms, as well as an indoor track and athletic fields. Following the completion of the new building, the existing high school will be abated of hazardous materials and demolished.

Lincoln School Building Committee, Revitalization of The Lincoln School, Lincoln, MA

Phased renovation of the existing 127,000 sq. ft. school and new additions totaling 37,500 sq. ft., will revitalize this iconic mid-century modern school building with all new systems, a restored façade and collaborative learning spaces. Construction will take place while the existing elementary and middle schools remain operational, employing temporary modular classrooms to accommodate students.



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EDUCATION

Southern New Hampshire
University

B.S. / Construction Management

LICENSES / CERTIFICATIONS

OSHA 30-Hour Training
Certification

REFERENCES

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Jennifer Soucy
Senior Associate/Project Architect
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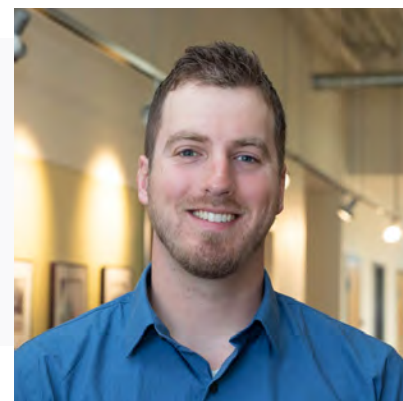
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JOE DAWSON

Assistant Superintendent

Joe will be responsible for assisting the Superintendent in controlling staffing and productivity of all site subcontractors. He will also be responsible for producing daily quality control checklists, as well as planning, management and implementation of all activities and execution procedures on the project. Joe will be part of the team during the pre-construction process, helping to establish schedule, logistics and quality control plans early on.



Town of Sharon, Sharon High School, Sharon, MA

New 240,000 sq. ft. building located next to the existing high school having capacity for more than 1,200 students in grades nine to 12. The new high school will have 42 academic classrooms, including small group seminar rooms, sciences labs, special education space, technology/engineering classrooms, as well as an indoor track and athletic fields. Following the completion of the new building, the existing high school will be abated of hazardous materials and demolished.

EDUCATION

Curry College

B.S. / Psychology

LICENSES / CERTIFICATIONS

OSHA 30-Hour Construction
Training Certification

CPR/First Aid Certification

Massachusetts Hydraulic Hoisting
Engineer License

REFERENCES

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E. JOB SKILL NARRATIVES





KYLE RAOSO

Senior Superintendent

PROVEN SKILL TO DRIVE QUALITY CONTROL & SAFETY EFFORTS

As our proposed Senior Superintendent for the John R. Pierce School, Kyle brings a strong resume of new K-12 construction projects. For the Town of Brookline, not only will the immediate safety of all construction workers be a constant point of focus, but also the safety of the residents and visitors of the surrounding community. Kyle knows that ensuring safety doesn't stop when the project ends; it goes on well after Consigli leaves the site, which is why quality is so important; a safe building is a building that is functional and built well.

Kyle believes communication is always the key to a successful, safe project and therefore begins each day with a subcontractor meeting to remind everyone of the day's goals, which include our safety and quality goals. From there, he provides the Owner weekly updates on the progress of the project, finds out if there are any upcoming events or concerns he and the team need to be made aware of and provides updates for the following week's construction schedule.

TECHNICAL, ORGANIZED APPROACH TO SCHEDULING & FIELD MANAGEMENT

As an experienced construction Superintendent, Kyle knows how to manage significant projects on aggressive schedules without compromising quality. His strong combination of planning and management skills will allow him to successfully deliver a project that meets or exceeds the Town of Brookline's expectations for quality, safety and efficiency.

Throughout his years in the field, Kyle has always been considered a diligent, thoughtful Superintendent who takes a highly organized approach to the building process. To keep the new Pierce School on track for final completion, Kyle will develop and distribute 4-Week Look Ahead schedules on a weekly basis, integrating them with the overall Master Project Schedule to give the most accurate picture of upcoming project activities as they relate to big-picture progress.

ACTIVE ROLE IN TRADE PROCUREMENT & FIELD COORDINATION

Along with General Superintendent Mike Caputo, Kyle will be actively involved in the final procurement process of subcontractors to ensure that each trade thoroughly understands their commitments and effectively minimizing change orders during the construction phase. He will manage this process through pre-construction and ensure the trades uphold their commitments in the field.

Kyle isn't the type of Superintendent who manages a project sitting in a trailer—he is a true builder who actively monitors all work as it takes place and personally invests himself in every aspect of the process from start to finish.



Town of Sharon, Sharon High School



Town of Stoughton, Stoughton High School



CHANDLER RUDERT

Senior Project Manager

EXTENSIVE EXPERIENCE WITH LOGISTICALLY-CHALLENGING PROJECTS

Just about every project in Chandler's career at Consigli has involved complexities of logistically challenging projects. His past accomplishments include new construction adjacent to an existing school at the Holbrook Pre K-12 School and John R. Briggs Elementary School, as well as significant phased occupied renovations at Blue Hills Regional Technical School and Ayer Shirley Regional High School, and his current assignment at Sharon High School. He has strong knowledge of mitigation procedures including the use of off-hour shifts for more disruptive work, measures to fully isolate construction zones from the Brookline community and methods to minimize dust, noise and vibration throughout construction. As Senior Project Manager, Chandler will oversee the foundations, structure and façade work and will work in tandem with Assistant Project Manager Ryan O'Neil to deliver a quality project on time and within budget.

UNDERSTANDING OF PROJECT GOALS & THE END USER

From his recent experience at Sharon High and Blue Hills Regional Technical School, Chandler has strong knowledge of the program areas that are important in today's public schools—such as STEM education classrooms, wellness space and social/communal areas. Chandler understands the needs of your students, teachers and faculty and will be focused on working with the Miller Dyer Spears design team during pre-construction to ensure all goals are met while remaining within the Town of Brookline's budget and schedule. During construction, Chandler will continue to be the point of contact for the interior programming of the new Pierce School and will actively engage the Brookline community in the process.

PROACTIVE APPROACH TO PROJECT COMMUNICATIONS

The Project Manager needs to be weeks and months ahead of the construction process, ensuring that the Superintendent has the manpower, materials and equipment required to meet interim schedule milestones for a timely project completion. Chandler brings this proactive approach to every project, but as the Senior Project Manager at the Pierce School, he will specifically apply this skill to document management and team communications from pre-construction through to completion.

Chandler has always prided himself on having strong communications skills and a detail-oriented approach to project administration—qualities we believe will make him well-suited to take a leadership role in team communications for Brookline. In tandem with Ryan, Chandler will be responsible for leading all project team meetings and keeping everyone updated on project progress. He will utilize digital meeting minutes, Sage reports and a custom Procore website to facilitate a highly efficient exchange of information and an overall reduction in paperwork.



Town of Sharon, Sharon High School



Town of Holbrook, Holbrook Pre K-12 School



RYAN O'NEIL

Assistant Project Manager

COMMUNICATION & COMMUNITY ENGAGEMENT SPECIALIST

As Assistant Project Manager (APM), Ryan will play a pivotal role in assisting Chandler and Kyle and the rest of the team with creating a safe jobsite that meets the efficiency and high-quality standards of a Chapter 149A project. With direct and relevant experience on similar new construction projects, Ryan's experience will provide immediate benefits to the Pierce School project. Ryan's resume includes notable new construction at Sharon High School (which he is performing with many members of the proposed project team) and previous work at Holbrook Pre K-12 School.

Ryan understands that Chapter 149A is designed to eliminate risks and provide a high level of oversight to public projects. Working with the Brookline client team, Ryan will take the steps necessary to ensure a fast-track start, effective management of subs and getting the results you expect.

MITIGATION & COMMUNICATION MEASURES

From his experience, Ryan has strong knowledge of mitigation procedures including the use of off-hour shifts for more disruptive work, measures to fully isolate construction zones from the Brookline community and methods to minimize dust, noise and vibration throughout construction. Drawing on this experience, he will work closely with Senior Superintendent Kyle Raposo and Assistant Superintendents Joe Dawson and Ali Atherton to develop construction and communication plans to absolutely minimize the impact of the project.

In addition to mitigation, Ryan understands that the effective communication is essential to the success to any construction project. He has the proven ability to communicate with all the constituencies involved in these types of projects including faculty, parents and community groups. Ryan will direct many of the communication initiatives that could be implemented on this project including custom signage, web site updates, "What to Expect" boards and posted logistics plans.

ABILITY TO DRIVE QUALITY IN THE FIELD

Ryan has extensive experience managing the Consigli Quality Control Plan (CQC Plan) and has been integral in running the quality control procedures at Sharon High School including extensive façade testing, mockup testing and preinstallation constructability reviews. In addition to his façade experience, including managing large Metal Panel self perform packages, Ryan has a proven track record with interior finishes and quality control across all divisions including management of nonconforming logs and working with the design team develop creative approaches to challenging details. Ryan will lead the quality control efforts for the Pierce School project through approaches such as comprehensive reporting, third-party testing along with setting clear team responsibilities with checks and balances throughout the process.



Town of Sharon, Sharon High School



Town of Holbrook, Holbrook Pre K-12 School



ALI ATHERTON

Assistant Superintendent

As our Assistant Superintendent, Ali will work closely with Senior Superintendent Kyle Raposo to outline the protocol for jobsite safety and help develop detailed logistics plans to meet the needs of the Pierce School project. Ali has a keen understanding of complex multi-phased projects, including projects at Sharon High School and The Lincon School.

RELIABLE SOURCE OF SAFETY COMMUNICATIONS

Ali has been a field representative on multiple jobsites with high levels of pedestrian and occupant activity. She understands that by using the latest technology to facilitate jobsite communication, she can heighten awareness among your community. Ali often uses BIM and On-Screen Takeoff software to present graphical representations of where work would be occurring each week. She believes open dialogues with the owner allow our team to schedule work around meetings and conferences were taking place, or other activities that could not be disturbed by construction.



Town of Sharon, Sharon High School



City of Framingham, Fuller Middle School



JONATHAN SEIBEL

Project Engineer

As Project Engineer, Jonathan will play a pivotal role in assisting Senior Project Manager Chandler Rudert, Assistant Project Manager Ryan O'Neil and Senior Superintendent Kyle Raposo with creating a safe jobsite that meets the efficiency and high-quality standards of a Chapter 149A project. With direct and relevant experience on similar new construction projects, Jonathan's experience will provide immediate benefits to the Pierce School.

COMMITMENT TO A DETAIL-ORIENTED ORGANIZED PROCESS

Jonathan's experience with multiple roles in the construction management process has given him a hands-on understanding of how to run an efficient project at all stages of pre-construction and construction. What sets Jonathan apart as a Project Engineer is his ability to see a project from all angles, analyzing key aspects such as which items should be considered for early procurement or how the sequencing of certain installations can be done to maximize the time of each subcontractor.

EXPERT MANAGEMENT IN FIELD OPERATIONS

Jonathan's presence in all day-to-day field operations, processes and procedures provides support to Chandler and all subcontractors. Jonathan is responsible for document control and tracking of materials, submittals and deliveries. His proven experience managing the field assisted in ensuring that the job stayed on schedule and on budget.





F. SCHEMATIC DESIGN SERVICES PLAN





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F. SCHEMATIC DESIGN PLAN



Rear view of the new Pierce School and the Historic Pierce School during the sitework phase

SCHEMATIC DESIGN SERVICES PLAN PATH TO FALL 2022 TOWN VOTE & DEBT EXCLUSION OVERRIDE

On the following pages, we have included a comprehensive, project-specific plan for the Schematic Design (SD) phase for the new Pierce School project, developed by our core pre-construction team of Project Executive Jody Staruk, Pre-construction Manager Scot Woodin, Senior Project Manager Chandler Rudert and Senior Superintendent Kyle Raposo. Within this section, our team has identified potential risks and solutions that we foresee on the Pierce School project. We are fully invested in delivering the most efficient and harmonious project for the Town of Brookline and we believe identifying these issues and plans within the SD phase will lead to an informed pre-construction process where these risks can be vetted well in advance of construction.

IT'S OUR JOB TO MANAGE YOUR RISKS

Risk management will be the foundation of Consigli's pre-construction services on the Pierce School project to delivery certainty of outcome in the construction phase—the new school completed on or ahead of schedule, with minimal impacts to the surrounding Brookline community, within the GMP and with the highest level of quality. As your Construction Manager (CM), it is our job to identify project risks and develop team-based solutions to these challenges.

Based on our team's current knowledge of the design, existing site, building conditions and project goals, we have identified the following key project challenges, along with our preliminary thinking on potential solutions to mitigate these risks:

CHALLENGE: SUPPORTING THE SEPTEMBER TOWN VOTE & DEBT EXCLUSION OVERRIDE

CONSIGLI SOLUTIONS:

We understand that gaining Town approval for the Pierce School project is an essential step in the process of making your project a reality. We can provide a variety of services and deliverables to help inform the Town of Brookline on the critical importance of the 'yes' vote. Through our experience supporting our clients through the town vote process on Chapter 149A projects, such as Stoneham High School, Arlington High School and Ayer Shirley Regional High School, we have developed means and methods to bolster our clients' presentations and outreach to community groups, including:

- ▶ Active participation and in-person Consigli team support in community forums.
- ▶ Prepare virtual design and construction animations, including walk throughs of the proposed new Pierce School, to build excitement and momentum in advance of the Town Vote.
- ▶ Assist the MDS design team in developing materials for Town presentations.
- ▶ Develop an analysis of the cost and schedule implications if the project isn't approved.
- ▶ Engage our marketing department to help the Town of Brookline prepare fliers and posters for the Town Vote.
- ▶ Conduct outreach to local subcontractors and vendors to encourage them to get out and 'Vote Yes'.

CHALLENGE: URBAN LOGISTICS, SAFETY & MITIGATION WITHIN THE BROOKLINE COMMUNITY

CONSIGLI SOLUTIONS:

- ▶ Work with the Town of Brookline client team to identify offsite areas for worker parking, site storage and truck staging area.
- ▶ Implement shuttle service to transport workers from the off-site parking to the construction site. Consigli can self-manage this service with Consigli licensed commercial truck drivers to drive the shuttles, as we have done on other inner-city projects.

- ▶ Perform site visits during pre-construction at targeted hours to gain a deeper understanding of traffic flow and activity. As part of our reconnaissance prior to submitting this proposal, Senior Superintendent, Kyle Raposo and Pre-construction Manager Scot Woodin have made several visits to the site to observe the beginning and end of the school days. Although the school will be unoccupied during the construction project, this observation allows us to observe the traffic and pedestrian dynamics of the neighborhood. It aids in our understanding of how our work will impact the neighborhood and what measures we can take to mitigate that impact on adjacent businesses, homes and services.
- ▶ Implement site security program – secured fencing, signage, video monitoring and motion sensor lights.
- ▶ Communication with the neighbors – community forums, communications meetings, "What to Expect" signage and notices, 3D logistics plans with trucking routes, project website, custom signage, site noise and dust plans, all subject to review by the Town of Brookline.
- ▶ Enforce "Delivery Blackout" times to avoid impacting traffic during drop-off/pick-up times. No construction deliveries to be allowed during peak traffic hours surrounding the site.
- ▶ Provide a Consigli laborer to oversee construction entrances/egress and assist in traffic control.
- ▶ Implement measures to maintain clean streets during sitework and foundations including the use of binder course (temporary paving), wheel washing, regular street sweeping and a water truck to control dust.
- ▶ Work closely with the Town of Brookline to remain within Town ordinances for decibel sound levels.
- ▶ Site-specific job site operation plan for every worker to include safety, logistics, neighbors, site protocols and overall project requirements.
- ▶ Complete separation of construction personnel from the surrounding buildings, neighborhood and Pierce Playground.
- ▶ Share delivery and trucking plans/timing with Brookline Police, Fire and DPW (particularly important for steel deliveries due to size).

- ▶ Work with the Brookline Police, Fire and DPW to provide a plan for trucking and delivery routes and minimize impacts to adjacent neighborhoods and businesses as much as possible.
- ▶ Develop a Construction Management Plan in compliance with Town of Brookline regulations and procedures.
- ▶ Develop an analysis of the pros and cons of utilizing a mobile crane vs. tower crane, with criteria that includes setup costs, rental costs, boom reach, community impacts, safety and schedule impacts.

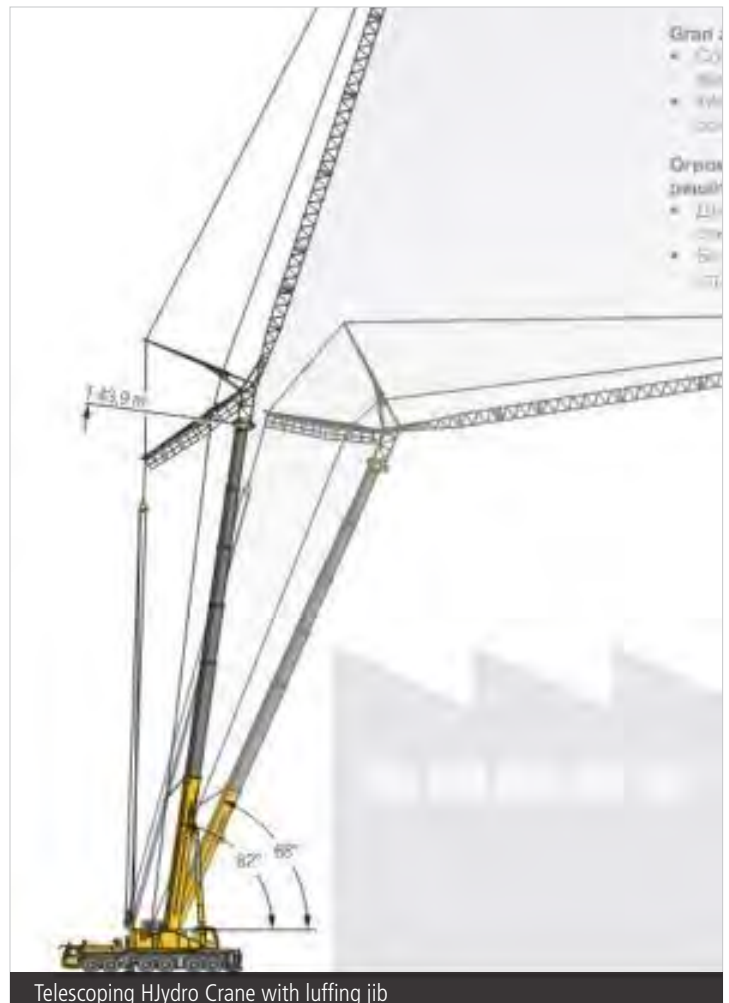
CRANE SELECTION

At the walkthrough on-site, it was stated that prior to CM selection, the project team had been considering this to be a tower crane project due to the site constraints. Knowing the significant costs and coordination issues with tower cranes, Consigli immediately went to work analyzing working areas around the proposed building and possible working points for each steel derrick. CJ Shaughnessy Crane Service assisted in identifying a crane that could provide a mobile solution along School Street and reach the furthest points of the new structure, which we calculated to be 230' according to the model provided by the architect.

A 300-ton hydro with a luffing jib similar to the images on the right (by Liebherr or Manitowoc) can make the critical picks on the East side from School Street and be relocated to move North to South toward the library as the erection progresses. The width of the vehicle is 32' from its outriggers and the radius of the counterweight is within this dimension. We laid this out with the clearances from the new building face to the curb line opposite School Street and assessed that it could maintain 22' for bi-directional traffic along School Street. We reviewed this with the Traffic Division at Brookline DPW and confirmed that this would be acceptable, upon preliminary assessment. Due to the planned placement of the crane, relative to the excavation depth on School Street, ground bearing pressure should not be a major issue, but we will review with Geotech for matting options to protect the SOE once on board for the project.



Liebherr crane



Telescoping HHydro Crane with luffing jib

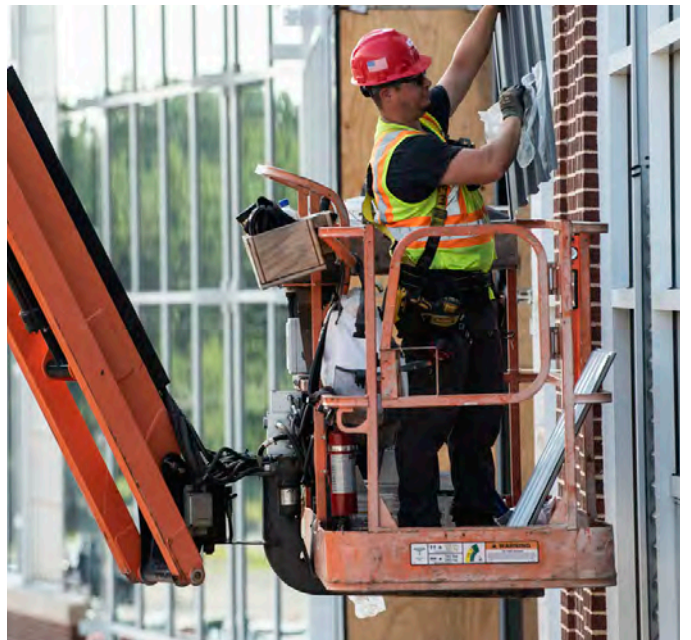
CHALLENGE: PROCUREMENT IN A VOLATILE CONSTRUCTION MARKET

It's no secret that the pandemic and other global events have resulted in escalation and disruptions to the regional supply chains. These factors, combined with a construction boom in the Boston metro market, will demand a very proactive and comprehensive approach to procurement on the new Pierce School to mitigate cost escalation and ensure timely deliveries of materials. Consigli, with a Boston office and our corporate offices in central Massachusetts, can provide the Town of Brookline with a statewide reach of qualified subcontractors to invite into the bidding process for the new Pierce School.

CONSIGLI SOLUTIONS:

- ▶ Consigli's Central Purchasing Department of 20 full time Purchasing Agents has been diligently monitoring escalation, supply chain impacts and material shortages throughout the pandemic to advise our clients on strategies to mitigate these impacts.
- ▶ Our Central Purchasing Department also actively tracks the procurement schedules for major K-12 school projects throughout Massachusetts to advise on bid timing to ensure maximum subcontractor coverage.
- ▶ Implement strategies to mitigate cost escalation in proprietary components of the project.
- ▶ Consigli's team will generate interest in the subcontractor marketplace through our proprietary SubHub database of 9,500+ pre-qualified firms based on performance, financial stability, safety record and other metrics.
- ▶ During pre-construction, we will distribute an information package about the project with details on specific scopes and timetables to generate interest and enthusiasm for the project.
- ▶ Prior to trade bidding, we would hold a series of Open Houses to allow subcontractors to hear and ask questions about details of the project in person. We anticipate several such Open Houses to correspond with the various phases of the project.

- ▶ Visit the offices of subcontractors to gain a better understanding of their current operations and capabilities and to open a regular line of communication.
- ▶ Promote project to a statewide reach of prospective bidders to ensure that we have a list of at least five potential pre-qualified bidders for each trade, with a goal of getting at least three bids per trade.
- ▶ Give advanced notice of our intended timing on bidding allowing subcontractors to plan in advance for the resources they will need to dedicate to this effort.
- ▶ Maintain regular contact with invited bidders to make sure they understand their respective scopes of work and to address any questions that might otherwise cause them to decline.
- ▶ Our team will develop highly detailed subcontractor bid packages with supplemental Instructions to Bidders to ensure that firms understand the full scope of work and all project-specific requirements
- ▶ Break up bid packages to open up greater opportunities for MBE and WBE firms on the project.
- ▶ Self-perform capabilities to supplement trades or manage scopes of work within the carpentry, masonry or labor trades.
- ▶ Pre-purchase mechanical equipment through Arch Energy.

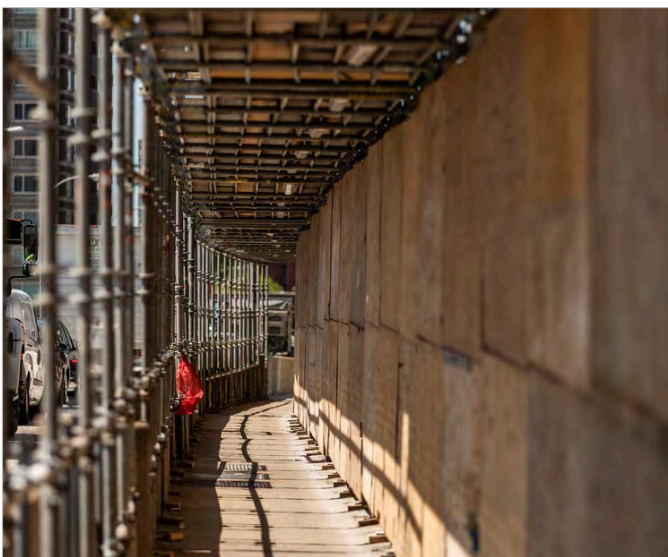


CHALLENGE: MANAGING DEMOLITION WITHIN THE DENSE, MIXED-USE COMMUNITY

CONSIGLI SOLUTIONS:

Our approach to the management of the demolition process involves several concepts to ensure the success and safety of this phase. Traffic and pedestrian management are a critical concern. As shown on the logistics plans, in addition to securing the entire site to keep pedestrians far from construction activities, we propose to establish a barrier along School Street that is movable so that when the demolition of the façade is ongoing, that barrier can be moved out to maximize the work zone.

Demolition will start at the south side and will continue into the center of the building, pulling the facades into the site as it progresses north. Pedestrian circulation is rerouted by temporary crosswalks to the opposite sides of School Street and Harvard Street. Due to the volume of traffic on Harvard Street, we recognize the proposed crossing may be problematic. Covered walkway could be an alternative that is explored with the town to maintain pedestrian access on south side of Harvard. We would propose that the bike lane be temporarily closed and that the T stop be relocated to the opposite side of School Street on Harvard. A covered walkway may be necessary to access adjacent buildings to the east of the school, such as the Early Risers Pre-school and S&L Therapy.



Covered walkway to maintain pedestrian access

In addition, we will follow the standard protocols listed below:

PERMITTING & DEMOLITION PLAN

- ▶ Conduct a pre-demolition utility analysis with all involved Brookline utilities to develop a cut & cap plan prior to demolition.
- ▶ Obtain demolition permit from the Town of Brookline.
- ▶ Develop a demolition plan to minimize noise, vibration and any dust migration.
- ▶ Develop highly controlled removal and transport plan, including the use of tarped trucks.
- ▶ Mobilize skid steer loaders and manpower to remove all combustible materials in the building.

HAZMAT CONFIRMATION & ABATEMENT

- ▶ Perform additional hazmat testing as required. Based on the age of the buildings, we anticipate the potential presence of lead, asbestos and PCBs.
- ▶ Recommend that the demolition contractor perform destruction testing prior to commencement of any abatement or demolition activity to capture the full scope.
- ▶ Recommend comprehensive hazardous materials survey of the building including tanks, mercury, light bulbs, ballasts, exist signs, Freon, oils, paints, etc.

DUST CONTROL

- ▶ Utilize machinery equipped with concrete processors and steel shears.
- ▶ Supporting excavators will be implemented to downsize the debris generated, segregate and load out.
- ▶ Use machinery with a self-sustained dust suppression system in which the operator can control the flow of water from inside the cab.
- ▶ Utilizer misting machines (dust boss or monsoon mister) and laborers utilizing fire hoses to wet the debris.
- ▶ Use street sweeping and truck wash stations to maintain clean roads in and out of the site.

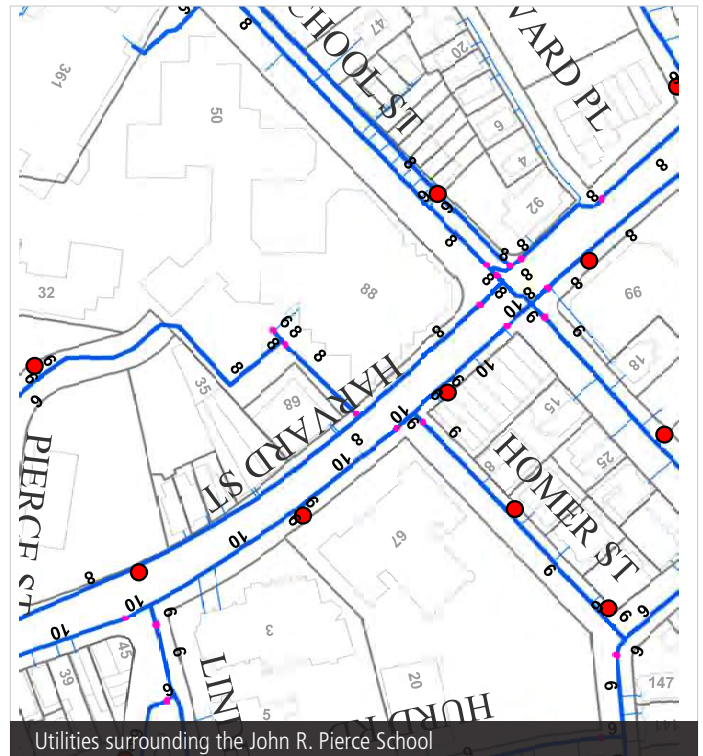
CHALLENGE: ADDRESSING BELOW-GRADE CHALLENGES CONSIGLI SOLUTIONS:

Based on our team's experience with new construction and underground parking, key risks that we anticipate in the site preparation, excavation and foundations will include contaminated urban fill, contaminated water, unforeseen subsurface obstructions and vibration/noise impacting the Public Library of Brookline and other businesses abutting the site. Addressing these risks with the most effective mitigation strategies will be an important early focus in our pre-construction services.

Our approach will include:

- ▶ Our team will work closely with geotechnical engineers to conduct pre-characterization of the soil and groundwater so that we can better determine the appropriate water treatment system before disposal, as well as the level of soil contamination, to develop a removal and disposal plan in compliance with EPA Region 1 regulations. With 1-2 levels of below-grade construction, this project will require a significant amount of soil export.
- ▶ Our team will review all existing plans for the utility infrastructure and the project-specific reports developed by the engineers to develop a plan for required utility relocations, cutting and capping and any new services required for the building and parking garage.
- ▶ Treat all water removed from the excavation, anticipating a charcoal filtration or alternative filtration process, prior to disposal.
- ▶ Based on soil analysis, dispose of soil at an approved land fill.
- ▶ We will work with the Town of Brookline to develop a vibration specification for the project that will include conducting baseline testing of ambient noise and vibration in all adjacent buildings, and as a team, we will establish the acceptable vibration levels for the project.
- ▶ The vibration levels generated by construction will be monitored by web-based equipment strategically placed in targeted buildings. If any activities generate vibration levels that are nearing the established threshold, we will cease this work and identify means and methods to reduce the vibration and noise.

At the site briefing, it was discussed that the Library and School currently share a primary electrical service which will be changed to independent services for each as part of this project. Early contact with the electrical provider will be managed through our Senior M/E/P Manager Chris Hamel, as this is a long and extensive process relying on early communication between all partners. We will reach out to Mark Mansfield at DPW once engaged for the project to align understanding and objectives for the project.



Consigli has already started researching utility infrastructure in this area through contacting the DPW and gaining access to water and sewer plans that will aid in our planning process. Collecting data from existing conditions documentation, surveys, historical data, Sanborn maps as well as personal knowledge of the sites by Town personnel will be imperative so that all possible risk of unforeseen conditions can be avoided. This information will be included into our coordination modelling for underground work and connections to existing utilities. Robert Kings' team at DPW will be crucial partners in this process, including Marc Besio, P.E. who we understand to be a key asset in Water and Sewer matters within the DPW.

CHALLENGE: PLANNING, PROCURING & INSTALLING GEOTHERMAL WELLS

Consigli understands the importance of the geothermal well system on this project to achieve the fossil fuel energy efficiency desired by the Town of Brookline. Consigli brings extensive experience with the installation of geothermal well systems using energy from the earth's constant temperature for heating and cooling, rather than creating heat by combustion of fossil fuel. Over the course of 25 projects, we have installed 550 wells with 440+ wells currently in-progress. Our team will bring a wealth of knowledge and lessons learned to the evaluation and installation of this system.

CONSIGLI SOLUTIONS:

EVALUATION

- ▶ Engage Arch Energy and Consigli's in-house site estimators to facilitate the decision on whether to proceed with the Geothermal option as early as possible.
- ▶ Develop a system payback analysis, in collaboration with Miller Dyer Spears, based on site conditions and associated costs, initial system costs, operational requirements, energy rebates, anticipated life cycle, warranties and annual energy cost savings.
- ▶ Review Geotech reports and direct any additional investigation to confirm soil conditions, potential ledge and assess groundwater limitations.
- ▶ Provide detailed estimates for system options with cost confirmation from qualified drillers on the required means and methods to install the system within the site.

PROCUREMENT & INSTALLATION

Consigli brings direct experience with Chapter 149A procurement of geothermal well systems from the Douglas & Gates Elementary School for the Acton-Boxborough Regional School District, Arlington High School and Chelsea Soldier's Home. Our approach includes the following:

- ▶ Facilitate the early permitting process with the Town of Brookline.
- ▶ Pre-qualify potential drillers and facilitate the procurement process in accordance with Chapter 149A procedures.

- ▶ Conduct M/E/P and geothermal design reviews to ensure that the full scope of work is included in sub-bid packages.
- ▶ Coordinate the scope of the geothermal work with other trades during buyout/installation.

CASE STUDY: GEOTHERMAL WELLS CHELSEA SOLDIERS' HOME



Chelsea Soldiers' Home's new 247,000 sq. ft., 154-bed Community Living Center will target a LEED Silver Net-Zero Ready standard and feature sustainable elements including geothermal wells, photovoltaic panels, high-efficiency systems and a high-performance envelope.

The net zero hospital uses a performance-based approach to the building and systems design resulting in a building that is designed to use 63% less energy than a typical facility utilizing geothermal heating and cooling, extensive natural ventilation and a 0.7 megawatt rooftop-mounted solar array to meet state and federal fossil fuel reduction targets.

CHALLENGE: CONFIRMING EXISTING BUILDING AND SITE CONDITIONS

Consigli understands that one of the greatest risks in the Pierce School project is unforeseen conditions that can impact the cost, schedule and quality of the project during the construction phase. We recognize the importance of investigating all aspects of the existing school and will dedicate significant team resources to develop a complete scope of work and recommend any exploratory to minimize the risk.

CONSIGLI SOLUTIONS:

- ▶ Early confirmation of any hazardous materials within the Historic Pierce School building – type, extent and location. Since the building was originally constructed in 1855, Consigli we anticipate hazmat in mastic, foundation waterproofing materials, caulking and within M/E/P equipment areas.
- ▶ Our team will thoroughly review all previous hazmat reports and will recommend and assist with implementation of additional testing and exploratory as required.
- ▶ Verify required measures to support the existing Historic Pierce School building and foundations since excavations will be right up next to the building.
- ▶ Verify utilities running through the site; develop relocation plan with Town of Brookline, involved utilities and the school.
- ▶ We will perform selective investigation with skilled Consigli craftsmen. They understand historic buildings – how they were constructed and common areas of concealed conditions of concern. This hands-on knowledge helps us direct the exploratory effort into the areas that present the greatest risk.
- ▶ We will employ several technical tools during the pre-construction phase to enable us to support the design team in decision making and coordination relative to existing conditions. Matterport computer imaging allows us to create three dimensional models with stitched together high-res images to create virtual walkthroughs which can be annotated. We have equipment for laser scanning and creating point cloud models within 1/8" accuracy which can generate coordination models but also map historic profiles of architectural items such as entablatures or friezes for replication

in renovation work. Structionsite is a tool that generates 360 degree photos that can be pinned to floor plans in Procore connecting design team & Owner to real time progress.

CHALLENGE: BUILDING ADDITIONS ONTO THE HISTORIC PIERCE SCHOOL

CONSIGLI SOLUTIONS:

- ▶ Confirm conditions at proposed tie-in locations (new building to old) through pilot holes and exploratory work – minimize surprises when buildings attach to each other.
- ▶ Anticipating that the additions and the connector to the historic Pierce School will include dissimilar materials to the existing masonry façade, our team will advise on all the constructability details and waterproofing scope to maintain the weather-tight integrity of the envelope.
- ▶ Build field mock-ups of proposed façade components to verify and test constructability details; use as a communication tool for the subcontractors.
- ▶ Identify any areas of existing architectural finishes that will be preserved and will need protection during construction.
- ▶ Chris Hamel, Senior M/E/P Manager, will work closely with the Town of Brookline and Miller Dyer Spears to confirm existing mechanical infrastructure within the Historic Pierce School. He will advise on any potential challenges to integrate new systems within the historic structure.
- ▶ Potentially use 3D M/E/P coordination with clash detection to facilitate the structural and M/E/P integration between the new additions and the existing structure.
- ▶ All findings from the exploratory process will be shared and reviewed with the Miller Dyer Spears team to inform the design and ensure that the final documents include the full scope of required work to achieve the goals of the Brookline client team.

SCHEMATIC DESIGN ESTIMATE

The pre-construction efforts described throughout this section ultimately serve as the basis for the schematic design estimate.

We fully understand this deliverable needs to be as comprehensive as possible because it will serve as the foundation for our team decisions moving forward, as well as for the process of getting the project voted on and approved by the Town of Brookline. If awarded, our schematic estimating process will begin with in-house takeoffs in all trades to confirm assumptions on various quantities, building structure, level of finishes in various program areas, sustainable elements and requirements for building systems. The quantities will be priced with unit costs derived from recently completed projects along with cost verification from subcontractors to confirm current market pricing.

Our overall goal in the schematic estimate will be to ensure that we put definition to items that are currently undefined and that it encompasses all the goals and needs of the Town of Brookline. We also want this estimate to be compared easily with future estimates, so it is clear where money was allocated and why. We want to ensure that the correct percentages are applied to items such as design contingency, general requirements and escalation based on the current status of the drawings, anticipated start date of the project and market conditions. As the pre-construction process progresses, future estimates will be able to incorporate more definition, particularly regarding items such as General Requirements.

CONSTRUCTABILITY REVIEWS

The key to effectively managing the project is for our team to work hand-in-hand with Miller Dyer Spears to develop a complete and buildable set of Construction Documents. Our team will build and re-build the project on paper to help the design team incorporate all the required scope details in the final design. Our team will review the Schematic Design documents to ensure the concepts, systems and details are appropriate for the project schedule, budget and the end use of the program areas. Our team will also draw on the knowledge of our skilled craftsmen; several trade foremen will be called upon to review design documents for their ability to be executed in the field.

LOGISTICS PLANNING

At Consigli, we take safety very seriously. Establishment of a safe site begins with a detailed site logistics plan, that considers not only the safety of workers within the construction site, but also the safety of the Brookline community around it. The logistics plans we have included is based on our construction expertise, but we understand we need the input of the Town of Brookline to fine tune this plan for ultimate safety.

In addition to the importance of the site logistics plan as it relates to safety, the site logistics also have impacts to the construction costs, particularly when operating in a heavily populated area such as this. We want to identify these logistical/phasing items early on, so they are incorporated correctly into the schematic estimate. Such costs may include:

- ▶ Façade erection – where will we utilize scaffolding and where will we use lifts?
- ▶ Where to position the crane to maximize efficiency
- ▶ Town of Brookline right of way permitting/traffic maintenance
- ▶ Construction worker parking/off-site parking
- ▶ Off-site satellite storage area
- ▶ Special work hours associated with ingress/egress

Due to the project location, we realize that working adjacent to many businesses and within a residential area presents unique challenges. We have included our preliminary logistics plan in Section H. Construction Services Plan based on our current knowledge and assumptions of the site. During pre-construction, this plan will be revised as necessary to compile the best approach for ensuring jobsite and neighborhood safety, neighborhood communication and safe and clear traffic pathways to and from the site. Based on our recent site observations, we will recommend coordination meetings to work out proposed traffic patterns.



G. PRE-CONSTRUCTION SERVICES PLAN





CONSIGLI
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G. PRE-CONSTRUCTION SERVICES PLAN



Consigli brings a philosophy of risk management and full transparency to our Construction Management at Risk services, which is the foundation of our success with Public K-12 clients throughout Massachusetts. Our team will accomplish this through a highly collaborative, hands-on approach backed by some of the most advanced project management, estimating, scheduling and VDC systems available in the marketplace to facilitate informed client decisions. This combination of resources will benefit the Town of Brookline client team with all aspects of the project presented with a level of detail and transparency that is unmatched in the industry. Our team brings a strong combination of expertise to build a highly functional new school that achieves the unique academic mission of the John R. Pierce School.

With our previous experience on jobs of similar size and scope, and our established relationships with both LeftField and Miller Dyer Spears, Consigli is well prepared to work with the client and design team to deliver a new school that delivers maximum value for the budget.

After the Brookline 'yes' vote, our pre-construction services will achieve and hopefully exceed the goals and expectations outlined in your RFP for the new Pierce School and will include the following:

LEAN APPROACH TO PROJECT DELIVERY

Consigli has earned its reputation as a leader in K-12 construction on over 60 school projects in Massachusetts for absolute schedule predictability. We consider school turnover dates to be non-negotiable, and we have never missed a completion date.

Consigli's proven school scheduling methods have been further advanced with Lean construction practices, implemented as a natural progression of our corporate philosophy of continual improvement and measurement. We use Lean construction techniques to identify opportunities throughout the project to eliminate waste, defects and schedule inefficiencies. Our teams have seen significant value in using these practices and we look forward to sharing our lessons learned and best practices with the Town of Brookline client team for implementation on this project.

GUIDING THE CHAPTER 149A PROCESS

Consigli has managed over 100 projects encompassing well over 8.5 million sq. ft. of construction under the guidelines of Chapter 149A. We are well versed in the procedures required to develop GMPs with bids from trade and non-trade contractors, issuing early bid packages to achieve aggressive milestones and pre-qualifying competent teams of subcontractors. We are very familiar with all the steps that need to be built into the process, such as allowing adequate time for advertising, pre-qualification requirements, meeting established MBE/WBE goals, procurement of early release packages and the entire sub-bid process.

Subcontractor Pre-qualification and Bidding Plan:

Immediately upon award, Consigli will establish the procurement requirements for the project. The key will be timely notifications in the Central Register, implementing the Pre-qualification Committee and developing the Chapter 149A trade and non-trade bid packages to mitigate risk.

As a priority, our team will work closely with the purchasing agent to begin the pre-qualification process for any early bid packages required.

In pre-qualifying subcontractors and vendors, we seek to ensure that all prospective bidders: Have the financial capability to perform the work.

- ▶ Have references and experience in projects of a similar size or scope.
- ▶ Have proper insurance coverage.
- ▶ Have adequate administrative and trade workforce to provide a quality product within the scheduled time frame.

Supplemental Instructions: One Chapter 149A tool that Consigli has developed is our Supplemental Instructions to Bidders. This additional step we have included in the final procurement process maximizes the benefits of the CM at Risk process by confirming the full scope of work with subcontractors. This procedure has greatly reduced change orders in the construction phase through very clear instructions to bidders. They “own” the scope and are accountable to deliver.

FAST-TRACK TO A GMP

Chief Estimator Tim Ericson will continue to lead our estimating process as we transition from the Schematic Design phase into Design Development (DD) and our full range of pre-construction services. Our team will continue to perform document reviews concurrently with the estimating process to help the team develop accurate documents. We will present our 100% DD estimate for the review of the Town of Brookline client team and Miller Dyer Spears. Consigli’s DD estimate will be reconciled with the schematic estimate to facilitate dialogue on estimating assumptions and any areas of scope that need further clarification. The estimate reconciliation will be presented to the client team in a Variance Report. The revised DD estimate will serve as the cost baseline for the design and estimating process into a GMP.

VALUE MANAGEMENT APPROACH

We will provide value management as the design progresses into the GMP phase. Our approach to managing the value of the project is to provide real-time input on cost options to allow for efficient decision making. It is important to note that the management of the project budget does not only happen during the periods which we are compiling an estimate at the stated milestones of SD, DD, 60% CD, 90% CD and 100% CD. Management of the budget occurs throughout the process whether it be pre-construction meetings or telephone conversations with Miller Dyer Spears as we work through detailing or material selections. Examples of our value management process on the Pierce School project could include:

- ▶ Development of a Value Management Log at each estimating deliverable (SD, 50% DD, 100% DD, 60% CD, 90% CD, 100% CD).
- ▶ Analysis of various building façade options on a square foot level during schematic design for decisions related to fenestration make-up.
- ▶ Review of specific details if we see something that is custom. For example, a piece of glass may have a frit pattern that is custom, whereas one with a similar look that is a standard pattern is more economical.
- ▶ Durability of finishes in a school are critical. We could review areas designated to receive ceramic tile, which comes at a premium, to see if impact resistant gypsum wallboard would be acceptable or make more sense.

As estimates are developed, we will look at current market trends and identify areas that may be volatile. We will continually provide updates of the market throughout pre-construction and will offer suggestions such as changing the direction of a certain design element or pre-purchasing materials if a price increase is anticipated.

The process described above is entirely transparent and open book. We want to work as a team so everybody understands exactly how all the estimates were developed, what costs were included or not and why.

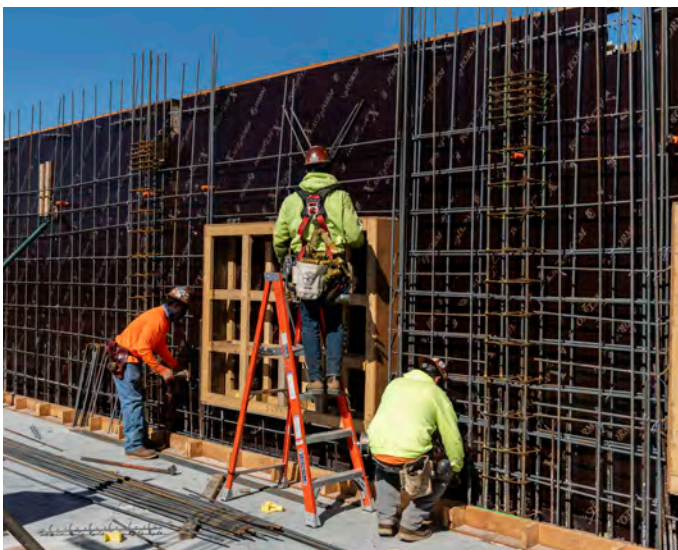
EARLY RELEASE PACKAGES

As the RFP indicated as an option, the Consigli project team feels strongly that an early release package for demolition and abatement of the existing Pierce School & garage, including M/E/P cut cap and makesafe, is the best option for this project.

This option not only offers a savings on the General Conditions costs as expressed in our price proposal but allows the project to turn over six months earlier in June 2026, saving on back-end cost of work escalation.

In addition to the financial savings, there is an added advantage to getting the existing superstructure out of the way prior to the issuance of the 100% Construction Documents, as concealed conditions may be uncovered that could then be baked into the design, offering further savings on time and budget. This approach would also allow earlier planning of the new construction activities while providing more time for the review of geothermal well strategies prior to construction starting.

Finally, the opportunity to move students into the new building during summer of 2026 provides Brookline the added advantage of not needing to coordinate around relatively short windows required to move during the active school year. This would further benefit the Brookline Community by providing consistency to students who will now be in the same building for the entire school year in lieu of moving part way through.

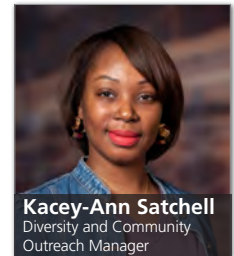


MBE/WBE JOBSITE DIVERSITY GOALS

Diversity, Equity and Inclusion (DE&I) are part of Consigli's core values and we will embrace the Town of Brookline's mission of providing meaningful DE&I commitments at all levels of this program.

As part of our commitment, Consigli has developed proactive company practices and internal systems to promote, track and monitor minority business enterprise (MBE) and women business enterprise (WBE) participation and workforce utilization goals on our construction projects. Our outreach initiatives are producing measurable results, meeting or exceeding project goals and providing maximum opportunities for MBE and WBE businesses and diverse workforce hiring. We have extensive experience working with diverse subcontractors and achieving workforce utilization goals on a variety of projects for both private and public clients.

For the Pierce School, Diversity and Community Outreach Coordinator Kacey-Ann Satchell, will lead the DE&I efforts. She brings eight years of experience in diversity compliance. Before joining Consigli, Kacey-Ann spent three years with the Massachusetts Supplier Diversity Office (SDO), gaining valuable MBE/WBE regulator insight and experience.



For additional information about our approach to achieving MBE/WBE jobsite diversity goals, refer to Section L. Minority and Women Enterprises.

ESTIMATING INTO A FINAL GMP

As the design advances through the Design Development, 60% Construction Documents, 90% Construction Documents and 100% Construction Documents phases, the Consigli team will continue to meet with the Town of Brookline client team and Miller Dyer Spears as the drawings are further defined and a detailed construction plan is established. We will flag any scope creep and continue to offer value management recommendations to keep the design in line with the initial schematic design estimate. We will use the knowledge gained from the design and constructability review process to include the costs associated with logistics, scheduling and constructability and value management in our estimates.

We will produce a formal estimating deliverable at each designated milestone in the design process. These estimates will be reconciled with Consigli's previous estimates in a Variance Report to illustrate scope changes with associated budgetary impacts. We also anticipate an estimate reconciliation process with an independent cost estimator, if retained by the Town of Brookline. Throughout the process, we will be in contact with subcontractors to confirm current market conditions, verify pricing on the more detailed documents and solicit feedback on means and methods to include in the bid packages.

Open-Book GMP Process: We are accountable to the Town of Brookline to prepare highly detailed subcontractor bid packages that include the full scope of work and any project-specific requirements. We will advertise the project to trade contractors in accordance with Chapter 149A procedures. It will be our goal to obtain competitive bids from at least three pre-qualified subcontractors per trade. For any trades that Consigli self-performs, we will competitively bid against other subcontractors. You will receive a bid comparison for each trade as well as a total GMP budget that includes our general conditions and CM fee. Through this process, we will develop a recommended team of subcontractors and will proceed with the award process.

We will also perform descope meetings with all apparent low bidders for the trade contracts. Consigli will develop a scope sheet, as we will with all non-trade contracts, based on our interpretation of the project scope from the construction documents. We then run through with the apparent low bid to confirm they have included all that scope. While we cannot negotiate the price, these meetings can help identify any potential scope gaps that the team can mitigate within the development of the final GMP.



PRE-FAB STRATEGIES TO DELIVER EFFICIENCIES AND MINIMIZE COMMUNITY IMPACTS

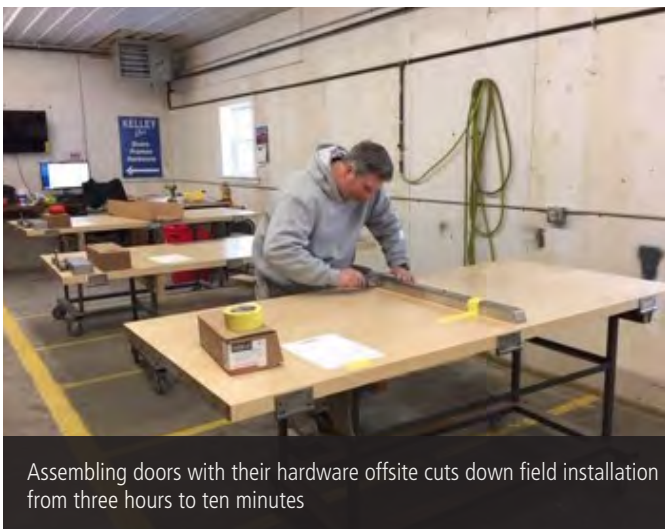
Through our extensive experience with new K-12 school construction, Consigli has been on the forefront of innovative construction methodologies to deliver cost and schedule efficiencies to our clients. Our team anticipates the opportunity to evaluate options for off-site pre-fabricated building components.

Our team will collaborate with the Town of Brookline and Miller Dyer Spears to explore all potential options for pre-fabrication and modularization on a cost/benefit basis with evaluation criteria that includes schedule impacts, costs, sustainability standards, maintenance requirements, warranties and long-term building operations. With a constricted urban site and a high volume of construction work that needs to be put in place on a monthly basis, off-site pre-fabrication and modularization can potentially deliver the following benefits to the Town of Brookline client team:

- ✓ Significant reduction in on-site labor with fabrication and production moved off-site. This approach will minimize logistics impacts within the site, which will be especially beneficial with a phased approach requiring construction in close proximity to occupied businesses and residential neighborhoods.
- ✓ Faster installation in the field to accelerate schedule durations to complete the project early and reduce general conditions costs.
- ✓ Potential cost savings and early cost confirmation of major project components.
- ✓ Reduces truck traffic and laydown requirements with consolidated, just-in-time deliveries.
- ✓ Increased quality assurance with off-site fabrication in a controlled environment vs. stick built in the field.

Designing for Pre-Fabrication within Ch. 149A:

Pre-fabrication opportunities will be a key focus of our early pre-construction services since these decisions need to be made in the DD phase to facilitate a 'design for pre-fab' process. We will work with the Miller Dyer Spears design team to evaluate potential elements of the design that could be pre-fabricated to expedite delivery times and installation in the field. Any pre-fabrication requirements will be communicated in the Supplemental Instructions to Bidders issued with our non-trade and trade bid packages to ensure compliance with the involved subcontractors.



Assembling doors with their hardware offsite cuts down field installation from three hours to ten minutes

ADVANCED M/E/P MANAGEMENT

Our M/E/P coordination services for the Pierce School will be led by Senior M/E/P Manager Chris Hamel, along with Consigli's Arch Energy Group. We will provide specialized expertise from pre-construction to project turnover and warranty phases. Their focus includes systems evaluation, document review, quality assurance, implementation of indoor air quality programs, commissioning support staff training and continued systems monitoring to help ensure the new systems are operating properly.

Chris also leads an enhanced M/E/P coordination effort during the Construction Document stage. This effort was piloted at Attleboro High School, with design team collaboration and early clash detection, we can mitigate change orders during construction.

LIFE CYCLE COST ANALYSIS/TOTAL COST OWNERSHIP



Kailash Viswanathan
Director of Energy

Consigli's in-house team of energy, infrastructure and building intelligence specialists— Arch Energy—supports our project teams in constructing buildings for long-term energy efficiency, durability and maintainability. With a focus on quality, Arch Energy provides feedback on all decisions that affect a building's operation and maintenance costs. Our goal is to help our clients' facilities teams long after the building is handed over to ensure optimization of operations, maintenance, energy and comfort. Our specialized, holistic approach to building systems will provide a variety of benefits during pre-construction, construction and post-construction phases.

To support the Town of Brookline's goals for a high level of energy efficiency and sustainability on the new Pierce School, Consigli's Arch Energy specialists will utilize Life Cycle Cost Analysis (LCCA) tools to establish accurate budgets for the total cost of ownership of systems within this multi-building residential community. This analysis, combined with our extensive estimating expertise, will ensure that all replacement costs, maintenance costs and incidental costs such as consumables and spare

parts are accounted for along with the total energy and water usage. We can generate a summary of the total cash flow, net present value, energy & water usage, and carbon footprint for the Pierce School.

The LCCA is also perfect for the evaluation and comparison of potential energy savings measures such as renewable energy options, energy recovery, lighting and occupancy sensors, demand- controlled ventilation, storm water treatment and reuse, water and air side economizer, etc. The analysis and implementation of these measures have reduced energy and water consumption on our projects by an average of 40% below code-required levels while maximizing ROI.

Constructability Reviews: In addition to the overall project constructability and LCCA reviews that Consigli's pre-construction team will complete, Arch Energy can be engaged to complete an intensive review specifically focused on the M/E/P systems. Since M/E/Ps are the most expensive systems to purchase, install and operate, it is imperative that the proper equipment is selected, with consideration for short- and long-term building needs. As a team, we will review the design and specifications for key areas including the building envelope, lighting, ground source heating/cooling and solar energy. This review will be focused on ensuring the systems are maintainable, accessible and provide the best long-term overall value to the Town of Brookline.

Incentive Management: With the support of our in-house knowledge and past experience, our team will work with the Town of Brookline client team and Miller Dyer Spears during pre-construction to review and apply for all available local, state and federal utility incentive opportunities for the project (i.e. Alternative Portfolio Renewable Credits totaling over \$10,000 annually). These incentive programs can produce significant up-front and long-term cost savings for the project.

VDC-ENABLED PROJECT DELIVERY

With our investment in VDC and collaboration software, including Autodesk Revit, Navisworks and Assemble Systems, as well as Revizto, we bring the capabilities to provide 350 Level of Development VDC services for M/E/P coordination, estimating, logistics, scheduling, virtual

mock-ups, constructability reviews, animations and intelligent facilities maintenance models.

Our VDC services are further enhanced with the use of reality capture tools that include Matterport, laser scanning and drones to verify existing conditions and track construction progress along with StructionSite, a platform that enables us to document as-built conditions as the work is completed in the field. The tools also contribute to best-in-class deliverables at project completion to help the Pierce School facilities team manage and maintain the building.

We will participate in a collaborative process with the Miller Dyer Spears design team to co-author a BIM Execution Plan (BEP). This process will fully define VDC use across the whole project team, to identify efficiencies, underscore responsibilities and highlight other opportunities to improve the project and the process. It will also define the VDC expectations and deliverables for the design-assist curtainwall subcontractors

BIM EXECUTION PLAN (BEP)

The first step in any successful deployment of VDC/BIM tools and services is a comprehensive BIM Execution Plan. Consigli recommends that the specific projects goals that will be supported by VDC/BIM on the Pierce School project are confirmed as early as possible through a collaborative process with Miller Dyer Spears and the Brookline client team. This process will fully define VDC/BIM use across the whole project team, to identify efficiencies, underscore responsibilities and highlight other opportunities to improve the project and the process. It will also define the standards and technical expectations for subcontractor VDC/BIM involvement and final deliverables for end-user benefits, including facilities management.

With the entire team committed to a disciplined approach to achieve the VDC/BIM goals outlined in the BEP, we are confident that VDC/BIM will benefit the project with advanced levels of communication, coordination, quality assurance and risk management.

Here we present an overview of the VDC/BIM services that Consigli will provide on the Pierce School:

REVIZTO

Consigli believes that collaboration and transparency are major keys to success on any project. Revizto enables a rich collaboration process by integrating drawings and models in a single, shared, cloud-based platform where the entire team can identify, track and collaboratively resolve issues. It is also a platform for allowing team members with less of a technical background to interact with the building models and drawings through a simple, intuitive user-interface. Consigli will provide user licenses and training to all team members.

Constructability Reviews: Multiple members will contribute to a Revizto-based constructability review of the drawings and models developed for the Pierce School. In addition to the issues individual team members identify, they also review and vet each other's comments, all of which is documented and tracked in a continuous "chat" thread by the software. Issues are categorized (tagged) by customizable category (discipline, CSI division, etc. as determined by the team) to better organize, track, assign and filter. The sample Constructability Review shown here includes nearly 200 items across multiple disciplines, including the initial comment, as well as any subsequent discussion by any contributor.

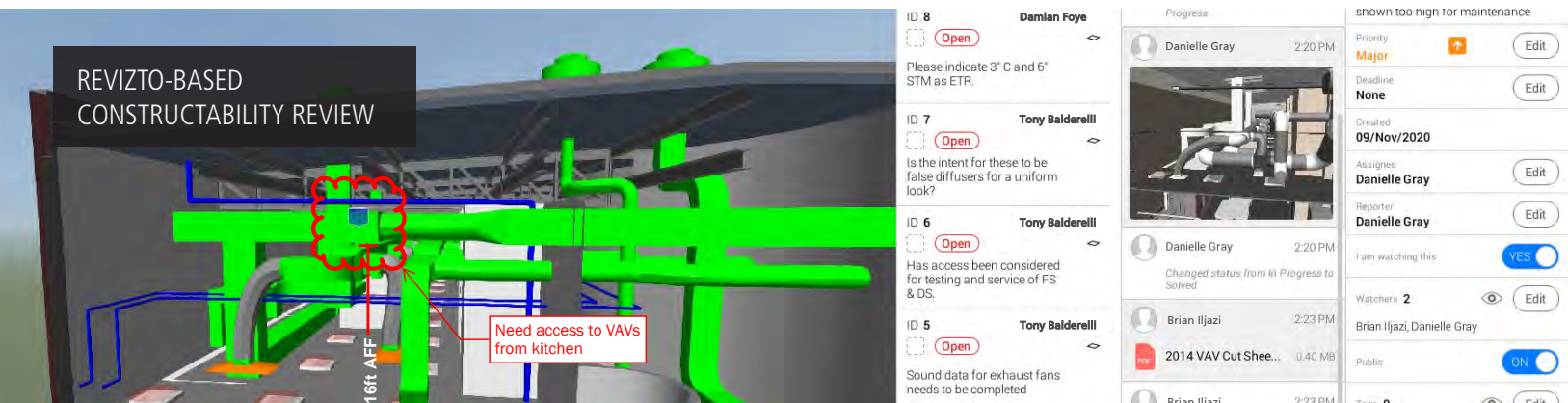
Any item in the exported report (PDF) can be opened in Revizto by clicking on the blue link "Open in Revizto". All mark ups can also be viewed at larger scale without a Revizto license by clicking on the "Click here to download" link.

In addition to the constructability review reports, there is a Project Dashboard where issues can be tracked by any custom tag (in this case CSI division), reporter, assignee, etc., which provides a summary of issues at a glance.

As the project progresses, additional team members from the Town of Brookline client team and Miller Dyer Spears can be granted access to collaborate with the Consigli team by adding additional comments to existing issues or even create new issues. This level of collaboration and transparency ensures issues are brought to light and resolved efficiently.

Construction Coordination: This same approach can be applied throughout the construction process where issues can be viewed in drawing, model and even virtual reality environments. We are currently using it as part of our coordination process, working in collaboration with our trade partners using a typical BIM360 Glue and Navisworks platform for clash detection and resolution. Major issues requiring input from the design team and owner are being tracked in Revizto to facilitate a collaborative team dialogue and real-time issue resolution. During this process, the issue status is "In Progress". When the architect issues the answer, they change the status to "Solved". We then issue a confirming RFI, typically with several bundled issues to further streamline the issue resolution process. Once the formal RFI response is received, we change the status to "Closed."

The ability to assign due dates and priority levels to issues maximizes the team's efficiency by focusing on the most time-sensitive and critical items first, while not risking losing track of items that can be resolved when they will be most impactful. The interactive nature of the chat log in the Issue Tracker means that whenever issues are addressed, all of the associated discussion amongst the team, sketches, model views, etc. are recorded with each issue, and all decisions are documented in context.



REALITY CAPTURE

Consigli's in-house reality capture technology includes laser scanning, Matterport cameras, aerial drones and 360 degree cameras to document existing conditions in both the pre-construction and construction phases. Our reality capture tools provide our clients, design team and subcontractor partners with "eyes on the job" and virtual access to the project site, accessing these tools at their convenience. Continuous project documentation tracks progress on an ongoing basis and captures to-be-concealed conditions (i.e. underground, in-wall, above ceiling, etc.) and project milestones.

Although Consigli has been using reality capture for years, the following tools have become even more valuable as current COVID-19 safety measures demand site access limitations:

Progress and As-Built Documentation:

- ▶ Document in-wall/above ceiling conditions before they are concealed through use of augmented reality and Revit modeling
- ▶ Project documentation through StructionSite throughout construction
- ▶ Matterport "walkthroughs" for Owner's Monthly Reports
- ▶ Provide laser scans and/or Matterport documentation to Owner at completion of job

Consigli utilizes StructionSite to better organize all photos and videos of the project by linking them to their recorded floor plan locations. Furthermore, subsequent progress and as-built images are linked to a timeline for each location pin, providing snapshots of those same locations over time. StructionSite is synchronized with Consigli's Procore project management platform, which allows users to create Procore-based Field Observations and RFI's from within StructionSite. At the end of the project, all key plans with linked images, viewable with common PDF viewers, can be downloaded and provided to the Pierce School for their records.

Matterport is another cloud-based hosting program that can assist with virtual site access at the Pierce School. Matterport captures the project using a tripod-mounted camera, which takes high resolution, 360-degree, three-

dimensional photos. Photos are captured every six to ten feet, depending on site conditions, and uploaded to the Matterport cloud where they are 'stitched' together to create a virtual walkthrough. Project information such as submittals and commissioning data can be tagged with web address links visible in a walkthrough, and links can be easily shared with project stakeholders. Consigli also uses Matterport to document project milestones, including existing conditions and project completion to provide a high-resolution walkthrough of the project.

Consigli maintains two aerial drones with licensed pilots. The drones are used to capture still images, panoramic images and videos, which are easily shared with client and design teams. Drone data can also be used to create 3D-models for purposes of documenting stockpiled materials, excavations and more. Several Consigli projects are utilizing drone footage weekly or monthly.



VIRTUAL MOCK-UPS & VIRTUAL REALITY

Virtual mock-ups and virtual reality (VR) are very effective tools to visually communicate design options to the entire team, including key decision makers and end-user groups and Pierce School facilities staff to gain early buy-in on design concepts and equipment layout.

By translating the construction models into realistic representations of key aspects of the design, we can provide a hands-on, experiential approach to evaluate design schemes, including:

- ▶ In-situ augmented reality (AR) virtual mock-ups
- ▶ In-field, ongoing QA/QC (model/reality overlay)

VR system in site trailer for:

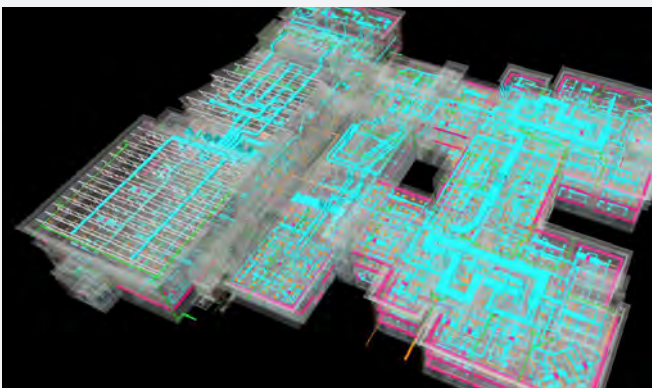
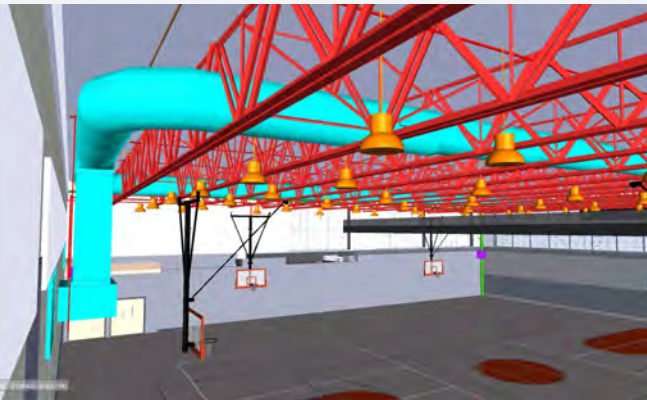
- ▶ Design reviews with Owner
- ▶ Trade coordination
- ▶ To-Be-Constructed model reviews with Owner, Facilities and user groups

M/E/P COORDINATION WITH CLASH DETECTION

Clash detection is a standard part of coordination of building systems during construction, working with subcontractors to eliminate “hits” between systems which enables a smoother installation and higher quality. We see a greater benefit to “clash prevention” done in parallel with the design team and trade contractors to head off clashes well in advance of construction. The benefit is a more efficient shop drawing phase with fewer RFIs.

Consigli has successfully included the BIM requirements for 3D M/E/P coordination with clash detection in our Trade bid packages on all our Chapter 149A projects.

M/E/P COORDINATION AT STOUGHTON HIGH SCHOOL



FACILITY MANAGEMENT DELIVERABLES

One of the biggest benefits of utilizing VDC/BIM on a project lies beyond the completion of construction. Consigli will organize the data generated by the project, including building assets, such as M/E/P equipment, and associated technical data (attributes) for use by the Pierce School in conjunction with their Building Management Systems, space planning programs, etc. Consigli recommends meeting with the Pierce School’s facilities management team as early as possible in order to align goals and requirements for inclusion in the BIM Execution Plan.

BIM 360 GLUE

We utilize Autodesk BIM 360 Glue, a cloud-based service that allows anytime, anywhere access to project models and data. This always ensures all members of the team have access to the most up-to-date information.

COST ESTIMATING

We use Assemble Systems, a web-based program that can extract quantities from building models and provide automatic updates during design. It allows us to fill in gaps during early phases of design and visually track changes in scope. The benefit of this approach is continuous estimate updates and clearer scope definitions for the Town of Brookline client team.

SCOPE DELINEATION

Using the information, we have generated in quantity takeoff, we will produce visual scope delineation for specific packages that have clarity that is impossible to capture in a written description. Consigli will create an Advanced Bill of Materials (ABM) to indicate clear ownership of scope, eliminate gaps, reduce allowances or unknowns, and ensure that a complete package is captured in the design, estimate and construction.

SCHEDULING

4D Animated Schedule Visualization: Integrating the Revit models with P6, we can animate the schedule to demonstrate exterior logistics as the project progresses and virtual walk-throughs of the interior spaces as they will be constructed.

Trade Sequencing: With multiple trades running simultaneously, it will be imperative to maintain and communicate a clear work plan to our subcontractor partners. We can utilize VDC to generate work zones to gain efficiencies and prevent excessive overlap.

PROGRESS TRACKING

We will use Assemble Systems to track construction progress on a by-area and by-trade manner throughout construction, which will be tied to a project dashboard to that the status of the project can be visually tracked in real time.

RAPID PROTOTYPING

- ▶ 3D-printed/CNC mockups of complex design and/or construction details
- ▶ Use of 3D-printing of construction “supports”, such as complex concrete forms, molds for new complex geome

SAFETY & LOGISTICS PLANNING

We will create 3D logistics plans to communicate with user groups and develop the Construction Management Plan with the Town of Brookline. Safety and logistics planning will evolve throughout construction and will be continuously supported by our VDC staff.

CREATING A SITE-SPECIFIC SAFETY PROGRAM

The foundation of our safety program is a dedicated Pre-construction Safety Planning Conference with core members of the project team, headed by Consigli’s Safety Director Bryan Kingsbury, who has over 16 years of safety construction experience. We will identify anticipated challenges well in advance of construction. Project-specific action items will be incorporated into Consigli’s mandatory safety procedures to develop a Site-Specific Safety Program, which is overseen by Bryan. The entire team buys into the program and everyone is held accountable.

As part of our subcontractor pre-qualification process, we actively monitor their experience modification

ratings and their safety performance on any past Consigli projects. The requirements of our Site-Specific Safety Program are clearly communicated to subcontractors through project briefings and instructions within their bid packages. Our goal is to assemble a team of subcontractors who care as much about safety as we do.

LOGISTICS PLANNING

Closely linked with safety, logistics planning will require a highly-detailed approach to minimize the impact of this project within the Brookline community. Maintaining a safe and secure site both outside and inside the construction limits will be essential, requiring constant attention throughout construction. Our preliminary logistics plans, provided in Section H. Construction Services Plan, will be further developed with the input of involved Town of Brookline agencies and departments including Fire, Police and DPW. Draft plans will be presented for the review and approval by all involved stakeholders to finalize the plan prior to construction. The plan will evolve as the project progresses.

CLOSE PROXIMITY PROTOCOL

When developing our logistics for the Pierce School, we will utilize our Close Proximity Protocol that we will develop to ensure the most harmonious jobsite for everyone involved and impacted by the project. Below are the guidelines that make up our Close Proximity Protocol:

Fencing & Signage: Our first priority when mobilizing will be to establish an orderly site with minimal obstructions to access and operations of the ebb and flow of the Brookline Village. Perimeter fencing with scrim will be placed around all ongoing construction operations with erosion controls and temporary barricades that creates a construction-specific entrance. This will minimize any potential impacts or confusion, while clearly identifying the flow of traffic for the duration of the project. In addition, we will utilize wayfinding signage and “What to Expect” project boards to better communicate to pedestrian’s information on common sights, smells and sounds.

Traffic Management/Deliveries: On almost all of our school projects we implement a strict “Delivery Blackout” time that ensures no construction deliveries are allowed during peak neighborhood hours. Given the complexities of the new school, and the large number of trucks anticipated during the early sitework phase, we understand that these hours need to be vetted, discussed and agreed upon with all stakeholders. Once engaged with the Town of Brookline client team, we will work with town to determine the best hours to have our Delivery Blackout time that best accommodates the Brookline community as a whole yet supports the required project schedule.

Dust & Noise Control: Noise, vibration and indoor air quality will be some of the most important factors for Consigli to mitigate on this project, especially during the sitework phase. We will work closely with the Town of Brookline to remain within Brookline ordinances for dBa levels. We will establish noise, vibration and dust monitoring stations around the perimeter of the site to ensure we are always operating within specified guidelines. We also understand that a significant concern for the community will be the cleanliness of the streets from trucks leaving the site. We will implement measures to maintain clean streets during sitework and foundations including the use of binder course (temporary paving), wheel washing, regular street sweeping and a water truck to control dust.

Erosion Control: Prior to starting any work on site, Consigli will develop a Storm Water Pollution Prevention Plan, SWPPP, that will detail the specific erosion and sedimentation controls that will be implemented on the project. All of the erosion and sedimentation controls will be monitored throughout the project to ensure that all controls are properly maintained. We will provide an anti-tracking pad and wheel wash station at the site entrance to ensure that no dirt is brought onto the highway. We will ensure that neighborhood properties and homes are not impacted by any potential water and sedimentation during any significant rain events.



Wheel Washing Station

PROJECT-SPECIFIC QUALITY PLAN

The site-specific Construction Quality Assurance/Quality Control Plan (CQA/CQC Plan), based on Consigli’s corporate Quality Management Program that is modeled on the stringent construction quality requirements of the U.S. Army Corps of Engineers and ISO-9000 standards. The CQA/CQC Plan outlines our processes and requirements for delivering on the project’s quality goals, providing clear guidance to the project team, subcontractors and suppliers to assure quality construction. Assistant Project Manager Ryan O’Neil will lead the quality efforts on the Pierce School project.

Key elements of the project-specific CQA/CQC Plan:

- ▶ **Project Team Responsibilities Matrix:** Outlines individual and collective responsibilities for each member of Consigli’s project team.
- ▶ **Pre-Construction Kickoff Workshop:** A critical preliminary discussion with both Miller Dyer Spears and Pierce School stakeholders that begins to define project goals and objectives for the CQA/CQC Plan. This meeting will also identify initial project challenges that require special planning, such as early construction packages, site/adjacency constraints, or public approval processes that may require accelerated material selection and mock-ups.
- ▶ **Pre-Planning Peer Reviews and Collaboration:** Design drawings and specifications will be peer reviewed by Consigli personnel outside of the pre-construction team for constructability, value engineering, scheduling and quality innovation opportunities. Consigli will work together with the architect’s team to cooperatively develop a new school that achieves the goals of Pierce School through innovation and creativity.

- ▶ **Pre-Operations Meetings & Inspections:** Definable Features of Work (DFW) are identified by Consigli's project team that allow for specific construction scope to be monitored and tracked for every trade and subcontractor, including any associated testing procedures. Before the work for each DFW begins, we require Pre-Operations Meetings with the associated subcontractor to reinforce all related safety and quality requirements. Initial and Follow-up Inspections are conducted as work progresses to ensure conformance to approved quality standards.
- ▶ **Material Verification:** All materials and/or equipment delivered to the site are checked to match the approved submittal product data and tracked in the Material Verification Log. Any non-conforming materials found onsite will immediately be removed and recorded as deficient.
- ▶ **Zero Defects Program (ZDP):** Consigli's disciplined approach to quality forms the basis of our goal to achieve zero defects in construction at the time of substantial completion. Ensuring this goal is met requires a team of subcontractors with a proven ability to meet exacting quality standards while maintaining the established schedule and budget. Consigli's ZDP is written into all subcontractor agreements and outlines strict correction requirements and withheld payment for any deficiencies identified during construction.

Consigli's Quality Management Program utilizes the CQA/CQC Plan to provide a blueprint for all of the varied parties involved in the design and construction of this exciting project, ensuring that the quality of the final building achieves the vision of the Town of Brookline client and design team.

PERMITTING

Early in the pre-construction process, we will work with the Town of Brookline to prepare all required permits and the approval process. Consigli has a long track record of work in the Town of Brookline and we will work closely with all agencies and departments involved in the process and will maintain open communications to ensure all permitting milestones are achieved.

Consigli will work with the Town of Brookline and the project to facilitate the Town's Project of Significant Impact (PSI) and Zoning Board of Appeals review and approval process. We will also work with Miller Dyer Spears to develop the documents to be submitted to the Brookline Preservation Commission for the renovation aspect of the Historic Pierce School.



MODEL VIEW OF THE NEW PIERCE SCHOOL
NEXT TO THE BROOKLINE PUBLIC LIBRARY



H. CONSTRUCTION SERVICES PLAN



H. CONSTRUCTION SERVICES PLAN



With Consigli, nothing will get lost in the transition from pre-construction into construction. We will dedicate a continuity of leadership to ensure that all the decisions made in the pre-construction phase will be carried out in the field. Project Executive Jody Staruk and General Superintendent Mike Caputo will continue to lead the team from pre-construction into construction, with Senior Project Manager Chandler Rudert and Senior Superintendent Kyle Raposo taking charge of day-to-day site phase operations.

As your Construction Manager, Consigli will be responsible for managing the contracts and performance of all subcontractors under our control. We place a strong emphasis on diligent communications in the coordination of trades to make sure that scopes of work are being implemented as designated in the plans and specifications, within established budget and schedule parameters.

Within this section, we have included a comprehensive, project-specific construction services plan for the new John R. Pierce School developed by our core team. We are fully invested in delivering the most efficient and harmonious project for the Town of Brookline, and we are confident that our plan will achieve that goal.

APPROACH TO LOGISTICS

Our team understands the heightened sense of urgency when working within the active Brookline Village. Closely linked with our schedule, phasing and site logistics, we will develop a site-specific safety and logistics plan to efficiently manage and avoid disruptions to the surrounding businesses and Town. During pre-construction, we will outline any neighborhood or town concerns that may affect logistics and incorporate these into the plan to ensure all activities in the Brookline community are unimpeded. With our diligent planning during pre-construction and continuous coordination and communication during construction, Consigli will constantly make neighborhood safety a priority.

Maintaining a safe and secure site both outside and inside the construction limits will be essential, requiring constant attention throughout construction. This plan will be developed with the input of Town of Brookline agencies and departments, including Fire, Police and Public Works. Draft plans will be presented for the review and approval by all involved stakeholders to finalize the plan prior to construction. The plan will evolve as the project progresses.

The following logistics and phasing plans illustrate our preliminary approach to managing all site activities, from trucking routes, mobilization, excavation, to final completion. Maintaining a safe and secure site with minimal impacts to the community is our top priority. These plans will be updated regularly during construction, ensuring any modifications are clearly planned and communicated inclusive of stakeholder input.

Consigli's initial assessment is that the project has seven subphases to help to organize and structure the workflow for the construction of the new school. The phases are as follows:

1. MOBILIZATION AND ENABLING

This phase will include setting up the site for the pending project including erection of site fences to completely secure the property and protect the public from construction activities. All erosion controls will be put in place. Construction trailers for CM and OPM

will be placed for temporary use, but our intent is to propose that CM and OPM offices and support spaces be located in the existing historic building as a cost saving measure for the project. Other temporary facilities will be installed during this phase including toilet facilities, temp utilities such as power, water and gas as necessary. Construction gates and wheel wash stations, as well as ground stabilization for construction vehicles will be installed. Gate access will be coordinated with Police and Fire Departments. Jersey barriers, construction and safety signage will be installed.

2. DEMOLITION AND ABATEMENT

Demolition and abatement will start immediately once the site is secured and the buildings are made safe and secure for these operations to proceed. Abatement is planned to progress concurrently in both the 1970's building as well as the Historic Building. Our preliminary plan is to start demolition adjacent to the library and work toward Harvard Street. This will free up a larger area of the site for laydown and logistics but also opens this end of the site for the taller SOE.

3. SUPPORT OF EXCAVATION AND FOUNDATIONS

Support of Excavation (SOE) will be required due to the topography of the site and the proposed building geometry. Installing the new foundation walls and footings along the East side will require sheeting or soldier pile and lagging and likely dewatering of the excavation due to the high water table. Open excavation with sloped walls is not an ideal option as it would consume too much area on the south side that is critical for laydown and other construction operations. Formwork and pouring of concrete will start at Harvard Street facade and progress south toward the library. Fence lines along Harvard and School Street will be constantly assessed and adjusted to accommodate construction activities as necessary while minimizing impact on adjacent car and bike travel lanes.

4. STRUCTURE I

Structural steel installation will follow concrete operations, starting at Harvard Street and progressing South. Additional information regarding crane selection is included in the SD services plan but we have identified that a 300-ton hydraulic crane moving along School Street will be able to reach all points on the back of the structure (based on current design and massing). Deck installation, detailing of steel and pours of concrete slabs will follow steel erection sequences concurrently.

5. STRUCTURE II

As the steel erection progresses into the Southern Wing, the crane can move into the small courtyard along School Street between the wings which will allow for better access to the critical picks in the southeast corner and mitigate the impact of the construction operations along School Street. During this phase, there will also be a smaller crane used to erect the steel frame for the addition at the historic building.

6. BUILDING ENVELOPE & ROOFING

Roofing installation is on the critical path for enabling mechanical rough-in and light gauge metal framing of the skin to begin. Sheathing and AVB will begin in same North to South sequence, followed directly by masons and metal panel installation work which will be installed off mast climbers or scaffolding when tenting and heating is required. Although this phase identified only roofing and envelope, interior rough-in work and drywall and finishes are progressing during this phase as parts of the building are made weathertight.

7. SITEWORK & INTERIOR FINISHES

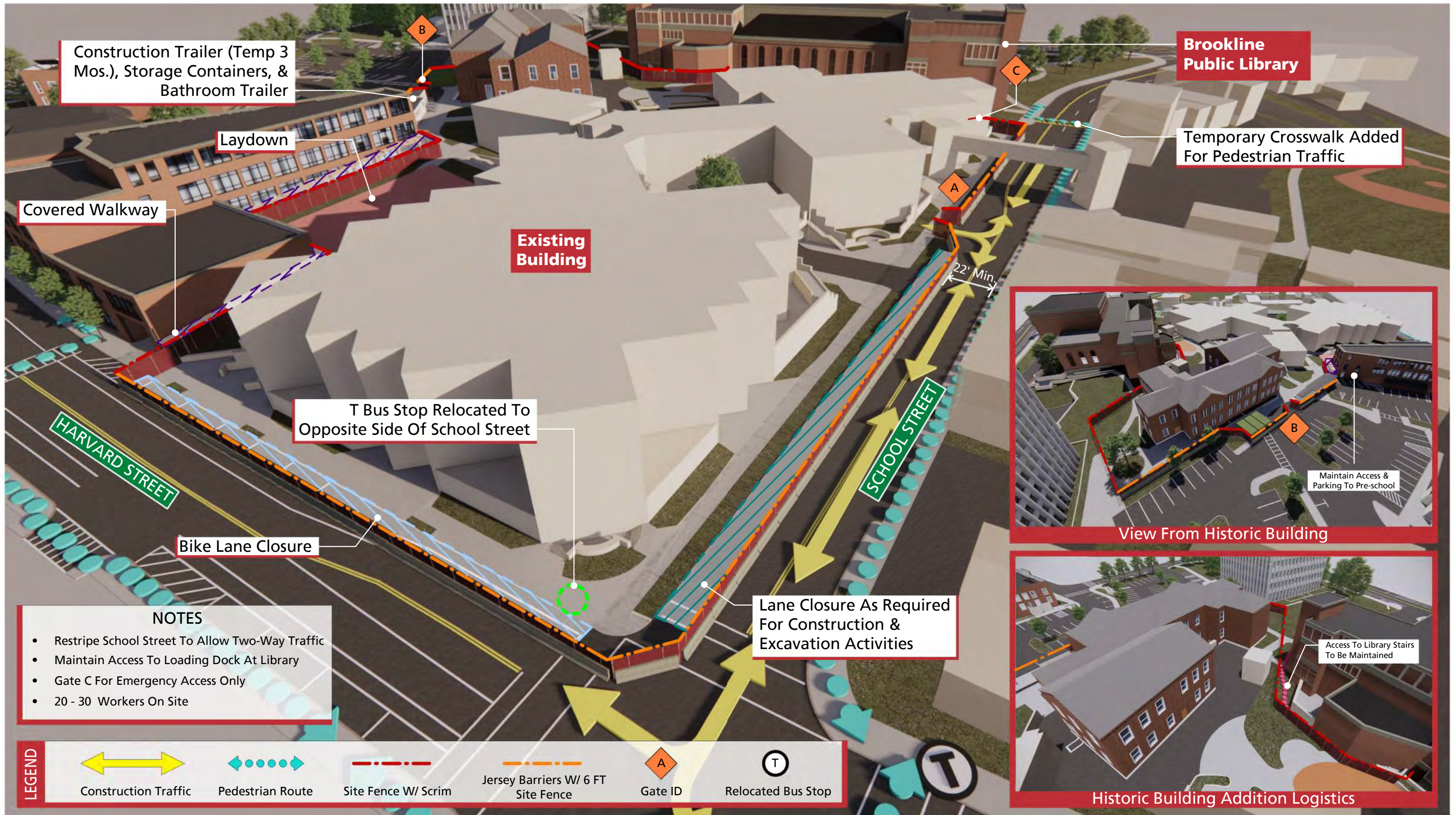
After interior finishes are completed, testing and commissioning, inspection and punch lists occur during this phase. Exterior work will likely overlap with previous phase but will be completed in the fall before inclement weather. Streetscapes including roadways and sidewalk, permanent street signage, traffic markings, etc. will all be completed and finalized.

Please see following logistics plans showing more detail for these concepts. The logistics plans attached are preliminary based on assumptions made by Consigli at this time. There are many constituents who will be engaged in the process of developing and refining the final Construction Management Plan and Logistics which likely will have significant impact on how these are finally detailed.

John R. Pierce School - Brookline, MA



Mobilization & Enabling
 Baseline: Mar. 2024
 Preferred: Aug. 2023



John R. Pierce School - Brookline, MA



Demo & Abatement
 Baseline: Apr. 2024 - Oct. 2024
 Preferred: Sept. 2023 - Apr. 2024



John R. Pierce School - Brookline, MA



SOE & Foundations
 Baseline: Oct. 2024 - Mar. 2025
 Preferred: May 2024 - Sept. 2024



- NOTES**
- Restripe School Street To Allow Two-Way Traffic
 - Maintain Access To Loading Dock At Library
 - Gate C For Emergency Access Only
 - 50 - 80 Workers On Site

LEGEND

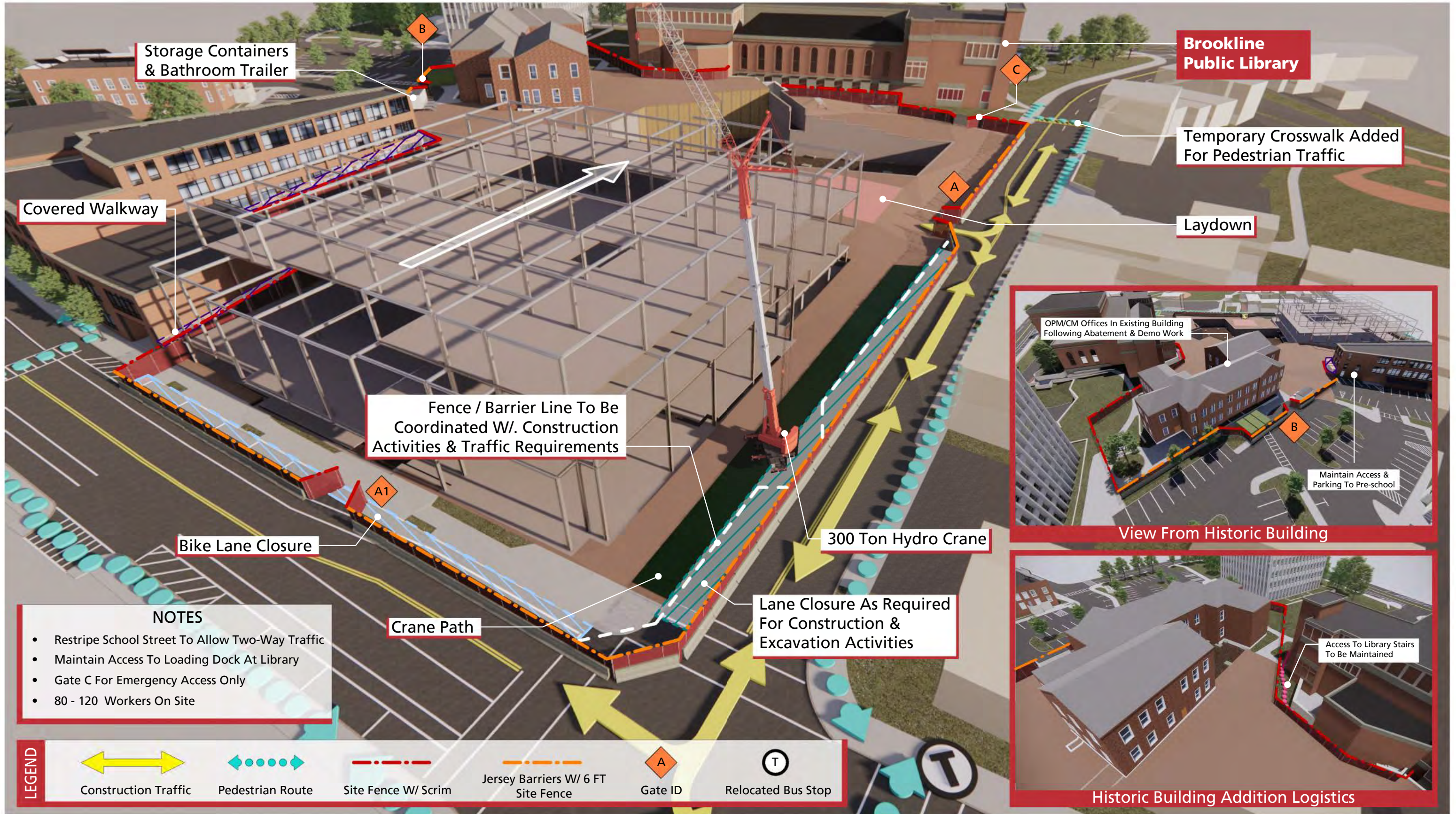
- Construction Traffic (Yellow double-headed arrow)
- Pedestrian Route (Blue dashed line with dots)
- Site Fence W/ Scrim (Red dashed line)
- Jersey Barriers W/ 6 FT Site Fence (Orange dashed line)
- Gate ID (Orange diamond with letter)
- Relocated Bus Stop (Black circle with T)



John R. Pierce School - Brookline, MA



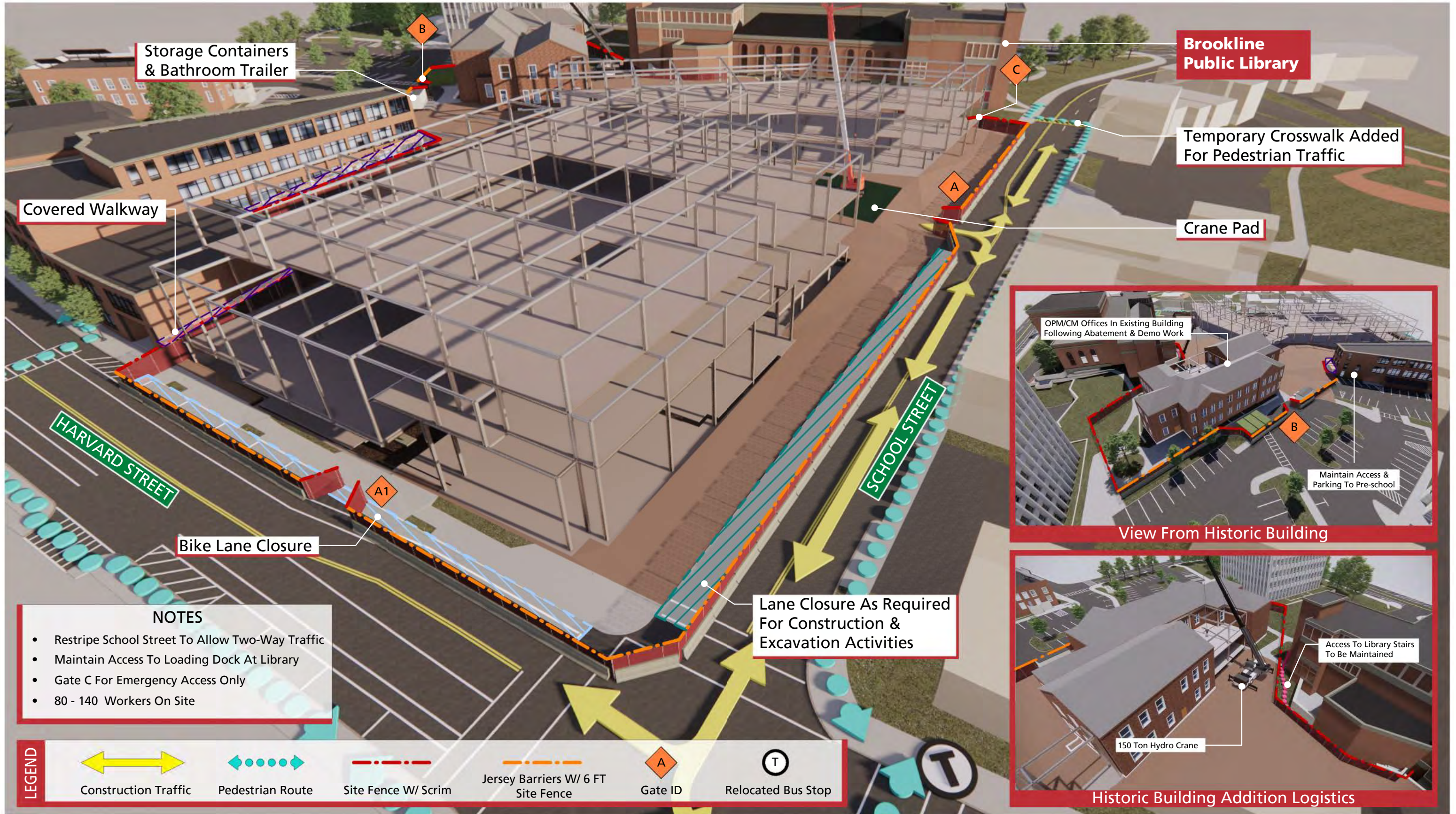
Structure Phase I
 Baseline: Jan. 2025 - Mar. 2025
 Preferred: Aug. 2024 - Oct. 2024



John R. Pierce School - Brookline, MA



Structure Phase II
 Baseline: Mar. 2025 - June 2025
 Preferred: Oct. 2024 - Dec. 2024



- NOTES**
- Restripe School Street To Allow Two-Way Traffic
 - Maintain Access To Loading Dock At Library
 - Gate C For Emergency Access Only
 - 80 - 140 Workers On Site

LEGEND

- Construction Traffic (Yellow double-headed arrow)
- Pedestrian Route (Blue dashed line with dots)
- Site Fence W/ Scrim (Red dashed line)
- Jersey Barriers W/ 6 FT Site Fence (Orange dashed line)
- Gate ID (Orange diamond with letter)
- Relocated Bus Stop (Black circle with 'T')



John R. Pierce School - Brookline, MA



Envelope & Roofing
 Baseline: May 2025 - Nov. 2025
 Preferred: Oct. 2024 - June 2025



Storage Containers & Bathroom Trailer

Brookline Public Library

Temporary Crosswalk Added For Pedestrian Traffic

Covered Walkway

HARVARD STREET

SCHOOL STREET

Bike Lane Closure



View From Historic Building

Restore Original Roadway Width During Envelope Erection



Historic Building Addition Logistics

NOTES

- Restripe School Street To Allow Two-Way Traffic
- Maintain Access To Loading Dock At Library
- Gate C For Emergency Access Only
- 140 - 250 Workers On Site

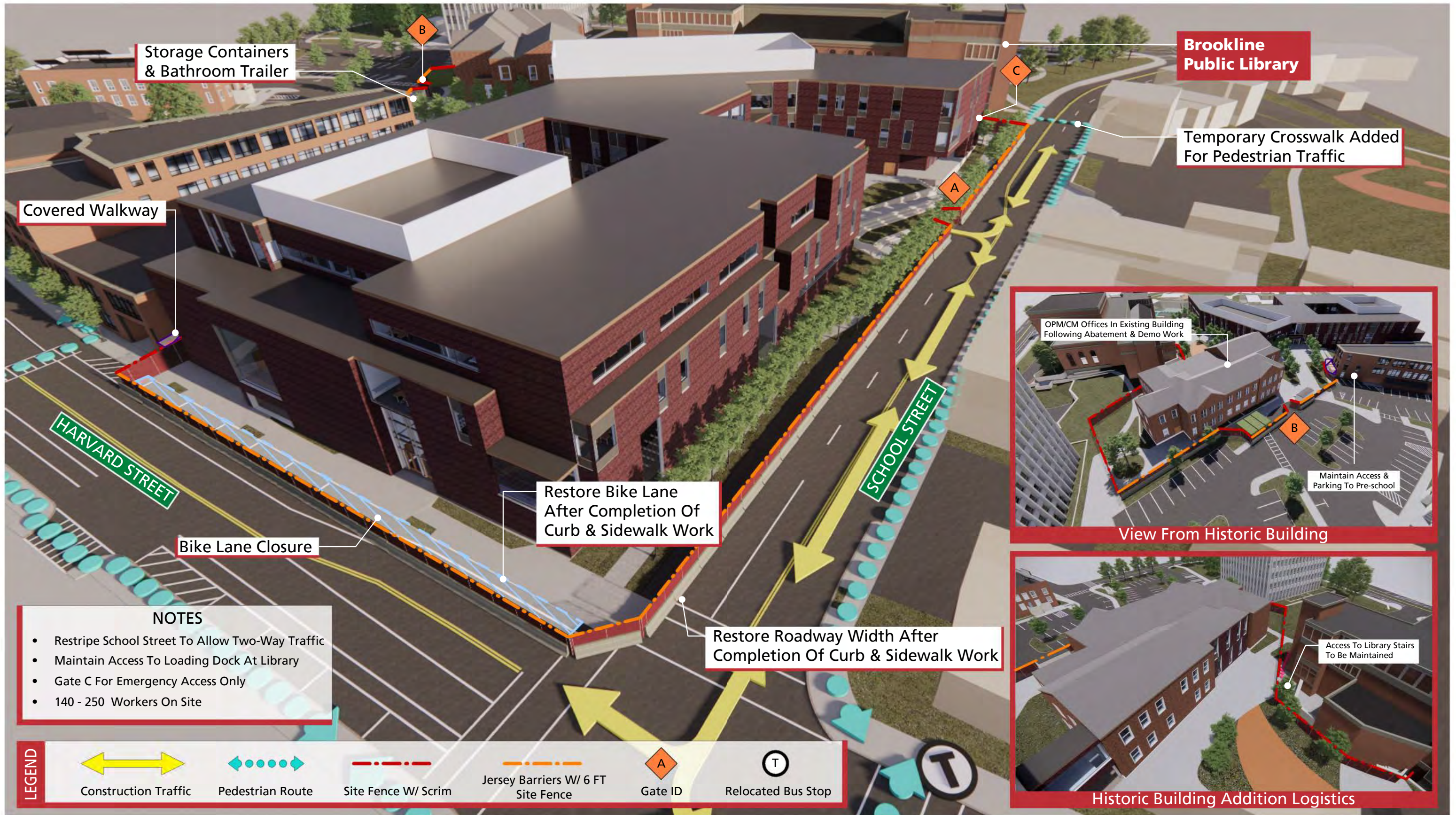
LEGEND

- Construction Traffic (Yellow double-headed arrow)
- Pedestrian Route (Blue dashed line with dots)
- Site Fence W/ Scrim (Red dashed line)
- Jersey Barriers W/ 6 FT Site Fence (Orange dashed line)
- Gate ID (Orange diamond with letter)
- Relocated Bus Stop (Black circle with 'T')

John R. Pierce School - Brookline, MA



Sitework & Finishes
 Baseline: Sept. 2025 - Dec. 2026
 Preferred: Mar. 2025 - June 2026



COST CONTROL

Owner Monthly Reports: Project job costs will be presented on a monthly basis, including the adjusted budget, job-to-date costs and pending costs. Our project team will review the Owner Monthly Report with you on an item-by-item basis as a disciplined process to maintain the GMP. Adjustments to the GMP are made only with your knowledge and acceptance, through approved change orders. Monthly requisitions for payment are submitted on a standard AIA requisition form, based on a detailed, team approved schedule of values with backup as necessary.

Process to Minimize Change Orders: Consigli holds our subcontractors accountable. For any change orders other than owner-requested changes, Consigli will immediately notify all parties of the potential change. If we “rubber stamp” a change order, we are not doing our job. Our team will open the drawings to evaluate the validity of the issue in detail. Then we will review their contract to see what is included in their scope. Our change order filtering process will include many team members including Jody Staruk, Mike Caputo and Senior Purchaser Jennifer Savoie. If we consider the issue to have merit, the costs will be reviewed, and the subcontractor will be requested to provide the necessary cost and schedule backup to support the request. After a thorough review of the proposed scope of work and associated costs, the issue will be presented to the architect and client team along with our recommendation. All changes will be tracked using our Sage Project Management software on our Change Request Log that is updated and presented at every weekly project meeting. Historically on public K-12 projects where Consigli was the CM during the pre-construction phase, non-owner originated change orders generally run less than one percent of the total job cost. Our goal for this project for non-owner originated change orders will be zero percent.

Directives by Owner/Architect: Immediately upon receipt, we will forward the directive to all subcontractors, requiring their review and comment. Typically, we will require that they inform us of any cost or schedule impact within five working days. If the issue is urgent, we will require a 24-hour response. Simultaneously, Consigli will review the directive for

content and make a determination as to the effects on cost and schedule. We feel that it is important for Consigli and our subcontractors to properly evaluate the directives to ensure a thorough review and analysis of the issue. The client team will be notified of any cost or schedule implications in writing. All directives are tracked using our Sage Project Management software and are presented at each weekly meeting.

CONSTRUCTION SCHEDULING TOOLS

Scheduling Manager Brittany Hocking will work closely with our project team to maintain and update the Master Project Schedule on a regular basis. She will serve as a scheduling advisor throughout construction to provide third-party oversight and flag any issues that need to be addressed to achieve project milestones. In addition, Chandler and Kyle will utilize the following scheduling tools to keep all trades on track to achieve every milestone:

4-Week Look Ahead Schedules: A 4-Week Look Ahead Schedule will be prepared and updated on a weekly basis. This focused schedule directly relates to the Master Project Schedule but provides more daily detail and highlights such items as deliveries, client events, manpower changes and other special activities. At the beginning of each month the project team will identify important project milestones that are to be achieved that month. As part of a company-wide scheduling initiative, the project team is held accountable to achieve 100% of all milestones set.

Procurement Tracking: Consigli will prepare a Material Lead Time Tracking Report, to identify the fabrication and delivery requirements for all materials to be used on the project. Each item is assigned a “need-by” date. Fabrication, delivery and submittal/shop drawing review durations are added and the required procurement dates are established. Proper and effective management of the material procurement process flags potential problems early on and prevents delay to the critical path activities.

LEAN FIELD MANAGEMENT

Consigli has implemented Lean practices on all of our projects and within every department of our company as part of our corporate philosophy of continual improvement and measurable results. Senior Superintendent Kyle Raposo anticipates using the following Lean processes for schedule efficiencies, labor management and enhanced site control on the Pierce School.

Daily & Weekly Work Plans: The Daily Work Plans will be an important component of Kyle's Daily Stand-up Meetings to set expectations of daily construction process with all on-site trades and also discuss any roadblocks they anticipate in achieving daily goals. The Weekly Work Plan (WWP) includes the next week's work activity based off of the Pull Plan and should align with the 6-Week Make Ready Schedule. The WWPs are then shared among the trades to ensure that everyone knows all upcoming project activities.

Daily Stand-up Meeting: The "Daily Stand-up Meeting" is a quick 10-15 minute gathering of all trades to discuss the day's activities and needs. The activities that each trade has for that day on the Weekly Work Plan are also reviewed for completion. If an activity is not completed, the reasons for failure are discussed for tracking purposes. Any adjustments to the day's plan can be discussed at this meeting while all trades are in attendance. Safety requirements or a "heads up" of hazards are also discussed at this meeting.

Pull Planning: The "Pull Planning" process is a scheduling and sequencing effort that works backward from a project milestone. The milestones are taken from the Master Schedule. Consigli has created a Master Schedule for this project that treats the component elements as "windows of time," so we can collaboratively agree on phasing. Once phasing is defined, we can quickly provide the master schedule that will detail milestones that will inform pull planning efforts. We work with the whole team of "Last Planners" that have activities linked with a particular milestone, and then work backward from that milestone and sequence the work in reverse. This in turn creates the project sequence and illustrates for the team the last responsible moment to start working toward a particular milestone.



Pull Planning


Pull Planning is done using "stickies"—Post-it notes—where each Last Planner places information regarding the activity, duration and the requirement or "hand-off" needed to perform the task. This in turn requires other Last Planners to make commitments to ensure completion of each activity. This plan has significantly more detail than the Master Schedule and maps out the step-by-step flow of work through the project. The team then takes the Pull Plan activities and sequence to develop the 6-Week Make Ready.

6-Week Make Ready: A "6-Week Make Ready" is developed from the phase Pull Plan and is updated at Weekly Work Plan meetings. The plan is reviewed with the entire team, and any adjustments are made at this time. The six-week time frame, versus the traditional 3-Week Make Ready, gives our teams the time to react to events and procurement requirements.


Roadblocks Log: Any road blocks to completing the work are recorded on the "roadblocks log." This log is reviewed in the Weekly Work Plan meeting. The project's team of Last Planners, and management, should be looking ahead six weeks, or more, and identifying potential impacts to the schedule that could affect approvals, material deliveries, etc. The log includes information to track the time it takes to eliminate the constraint, who identified the constraint, who is working on the constraint and who is "championing" the constraint. The constraint champion acts as a third-party organizer to make sure that the constraint isn't lost

or impacts the project. The intent of using the Constraint Log is to engage the Last Planners to think proactively and identify constraints in advance. By doing this, the project team can help create free flowing work that is uninterrupted from one crew to the next.

5S (Nothing Hits the Ground): This is a Lean strategy that gets everyone on the project to systematically think about materials management. Only necessary materials and tools are kept on site and they are kept in areas that allow for quick access while occupying a minimal footprint. Any material that enters the jobsite must be on wheels and easily mobile. The jobsite is regularly cleaned to remove offcuts and other debris. This approach improves efficiency by reducing search times for parts, allowing for quick and easy moving of materials, and removing obstacles for workers to navigate. It also increases safety, since a large percentage of injuries are related to materials handling.



FIVE "S" PLAN




SORT
Clearly distinguish needed items from unneeded and eliminate the latter.

STRAIGHTEN
Keep needed items in the correct place to allow for easy and immediate retrieval.

SHINE
Keep the workplace neat and clean.

STANDARDIZE
The method by which "sort," "straighten" and "shine" are made habitual.

SUSTAIN
Maintain Established Procedures



Maximize ValueEliminate WasteEnhance ProductivitySuccess!

ON-SITE MANAGEMENT

Consigli's project team will establish the on-site organization and lines of authority and will manage the work with the following specific responsibilities:

RESPONSIBILITIES
Coordinate the work to be performed by all subcontractors and vendors through completion and commissioning; quality assurance will be continuously emphasized.
Monitor the performance of all subcontractors to verify that the project is on schedule and constructed in accordance with the contract documents.
Attend weekly meetings with the Town of Brookline client team and Miller Dyer Spears to update all project participants on the current status of the schedule and costs, review outstanding issues, discuss approvals and RFI status and review upcoming project activities.
Conduct and record regularly scheduled job meetings attended by the subcontractors, Consigli project management and supervisory staff, and if necessary, representatives from the Town of Brookline client team and Millers Dyer Spears to discuss progress, coordination, scheduling, quality and safety issues and any outstanding items.
Develop and maintain an on-site record keeping system that will be sufficient in detail to satisfy an audit. Records will include daily logs, progress schedules, manpower breakdowns (daily by trade), financial and cost accounting reports, shop drawings and shop drawing logs, samples, correspondence, insurance, safety reports, contract documents, etc.
Coordinate all aspects of the work with outside agencies involved in the project.
Constantly review the adequacy of subcontractor supervision, personnel and equipment and material availability. Where deficiencies are noted, direct the necessary remedial action.
Coordinate all owner-related testing and inspections. Keep an accurate record of all tests, inspections, findings and reports.
Oversee and coordinate the submission of all shop drawings, composite coordination drawings, brochures and material samples. We will direct and monitor the sequencing of these submissions in order to prevent delays to the progress of work.
Review and process all contractor requisitions by verifying actual work performed in the field. Consigli then will review a "pencil draft" of the monthly requisition with the Town of Brookline, LeftField and Millers Dyer Spears team to achieve consensus on each trade's monthly requisition for payment.
Monitor the execution and implementation of change order work in the field.

S.A.F.E. "STAYING ACCIDENT-FREE EVERY DAY"

Our approach to safety is not that it is simply a priority, but a core value. Safety is a value we never allow to waiver, like honor, integrity and our commitment to family. We have a "zero-tolerance" mentality that will be clearly communicated and enforced at the Pierce School project. Consigli's Safety and Health Program is designed to prevent incidental injury, occupational illness, property damage and to establish safe and healthful methods of construction on our projects.

Our S.A.F.E. program—"Staying Accident Free Every day"—will ensure that every member of our project team returns home safely each day—healthy, whole and uninjured. In addition, it institutes a plan for safety and health education, training and monitoring in order to promote identification and elimination of hazards and/or unsafe acts.

Our foremen and the majority of our craftsmen receive OSHA 30-hour training which provides an additional level of safety awareness and management in the field. Our team is constantly looking at all aspects of our safety program, not only for our self-perform workers, but our subcontractor partners as well.

Some of the highlights of our S.A.F.E. program include:



Safety Leadership: A company's safety culture is as strong as it is deep—for Consigli, the implementation of our S.A.F.E. program will begin with the commitment of our senior management team to safety and the empowerment of each project team member to place a site's safety environment above all else.



Jobsite Gym: Our daily safety stretch program. These morning warm-up routines, hosted at each job site, help eliminate musculoskeletal injuries.



Subcontractor Integration into Safety Culture: Integrating the subcontractor workforce into the Consigli safety culture, through project-specific incentive programs and customized, 10-hour training programs, assists in mitigating subcontractor risk.



“Nothing Hits the Ground”: Consigli has embraced this policy as an important feature of Lean construction management. It requires that all construction materials delivered to the site on racks, pallets or wheels, allowing for easy mobility.



Quarterly Company-wide Safety Meetings: These company-wide meetings, have been implemented to review our ongoing injury prevention programming to make our daily goal of zero injuries, a daily reality.



Technology for Jobsite Safety: Predictive Solutions, our safety auditing mechanism, allows us to anticipate, and avoid, jobsite incidents, by identifying and analyzing leading indicator data.



Humanized Safety Communications: Company-wide outreach through our family-focused construction site signage campaign, establishes and promotes the consistent safety message, “Protect the ones you love by protecting yourself. Think Safe.”

SUSTAINABLE SITE PRACTICES

Many of the construction phase initiatives required for LEED Certification are everyday practices on all Consigli jobsites, such as recycling of construction demolition and waste, energy conservation and protection of groundwater. We have a long-term commitment to jobsite recycling and we have a corporate-wide recycling rate of over 80% on all our projects.

Construction Indoor Air Quality Plan: Senior M/E/P Manager Chris Hamel will develop and administer a Construction Indoor Air Quality Plan to protect against contaminants within the indoor environment—throughout the construction phase and through occupancy. This is an essential process to healthy indoor air quality from effectively operating systems after project completion.

APPENDIX A
IEQ Credit 3.2 – Construction Management IAQ Plan - Before Occupancy

The Construction IAQ Management Plan Before construction practices that ensure excellent indoor air quality options to qualify for the credit.

Option 1: Flush-Out

Path 1: After construction ends, prior to occupant filtration media and perform a building flush out. A square foot of floor area must be supplied, while 1 degrees F and relative humidity no higher than 66

Flushout shall be documented through trending or demonstrating duration of flush out (days), outside space during flush out period.

Path 2: If occupancy is desired prior to completion following delivery of a minimum of 3,500 cubic feet

Once the space is occupied, it must be ventilated design minimum outside air rate determined in IAQ Performance, whichever is greater.

During each day of the flush-out period, ventilation and continue during occupancy. These conditions per SF of outside air has been delivered to the space

Option 2: Indoor Air Quality Testing

Conduct baseline IAQ testing, after construction is consistent with the EPA Compendium of Methods Testing must be conducted to demonstrate maximum listed below are not exceeded within the indoor environment

Indoor Contaminant
Formaldehyde
Particulates (PM10)
Total Volatile Organic Compounds (TVOC's)
4-Phenylcyclohexane (4-PPCH)
Carbon Monoxide (CO)

* This test is required only if carpets or building materials are installed.

Construction IAQ Plan/LEED CI: IEQ Credit 3.1

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Prepared by: Consigli Construction Co., Inc.

Construction Indoor Air Quality Plan

Supporting the Commissioning Process: Chris also brings the knowledge to support the commissioning process with a third-party Commissioning Agent. He will implement pre-functional testing and verification procedures on installed M/E/P systems prior to commissioning phases. Consigli will track commissioning documents and review project submittals, assuring the integration of commissioning tasks into the overall project schedule. All appropriate testing reports and documents will be reviewed, distributed and filed with the project records.

PROJECT TURNOVER & WARRANTY SERVICES

Effective closeout starts at the beginning of each project. We will set a Zero-Defect approach to quality throughout construction, setting clear expectations, providing timely feedback and performing frequent, focused inspections which will result in minimal punchlists as the end of the project approaches.

Equipment will be reviewed, starting in the design phase, in order to assure that the products selected meet our quality standards. Our on-site M/E/P staff will oversee and monitor the installation process and then complete

pre-functional testing (ahead of the Commissioning Agent) of the equipment and components. Our staff will also perform the user-group training sessions, which will be recorded for future use.

We will prepare an overview of Operations and Maintenance procedures on the Procore site; as these documents are compiled they will be available for review as drafts by the Owner team. Final delivery of manuals, as well as other completion documents, will be determined by the Owner.

We will start planning for the Owner move-in very early on in our scheduling efforts. We will review the design and understand what needs to happen to have operations fully functioning and will establish required milestone dates. These milestones will be tracked and discussed at weekly project meetings to assure everyone is focused on meeting their commitments.

A detailed closeout schedule will be prepared in conjunction with the submittal log and will clearly identify all testing, inspections, training, manuals, commissioning, as-built documentation and any LEED certifiable paperwork. Our teams will use Procore as the central location to link data, files, photos and VDC, streamlining the commissioning and turnover process.

Consigli will host a closeout meeting with the client and design team at 50% construction progress to discuss the following process and procedures related to closeout:

- ▶ Review all Contract Closeout Requirements and determine when they will be submitted.
- ▶ Determine when all areas will be ready and punched out.
- ▶ Determine time frame needed to punch out areas for owner, architect and engineers.
- ▶ Determine who will perform and coordinate the punchlist—one punchlist only.
- ▶ Review the CM punchlist process and how it will be coordinated with subcontractors.
- ▶ Punchlist item completion verification.
- ▶ Who will sign off and how often on punchlists, and are they done by area or by discipline.

- ▶ Determine how often updates will be distributed.
- ▶ Determine if completed items are reviewed in the field together or separate.
- ▶ Identify a single location on the project website for all LEED-related paperwork; determine required timelines and submissions and track via the construction and closeout schedule in P6.

All Consigli project management and field staff are measured on the timely closeout of their project. Weekly closeout reports are issued to our Project Executive Jody Staruk and General Superintendent Mike Caputo to ensure that project completion is expeditious.

We will maintain a strong presence on-site until your personnel are comfortable running the building as designed. We verify that all testing has been successful, all systems are operational, turnover documentation and warranties in order and training is complete before releasing trade contractors from contractual obligations. This level of diligence will facilitate a commissioning process that improves the experience for end users.

A warranty notification process is implemented for issues that may arise after Consigli has demobilized the project. Forms are filled out by the Pierce School's facilities staff and sent to Consigli electronically. Consigli assigns the responsible party to the issue, and schedules and coordinates the work required to close the issue. All warranty notifications are entered into a log and updated on a weekly basis. Finally, an 11-month warranty review will be schedule with the Town of Brookline and Pierce School facilities staff to review the performance of the systems. If any items need to be added to the warranty log, it will be done prior to the expiration of warranty. The purpose of this review is to verify achievement of your goals for the project and to check compliance with intended program and operational needs.



I. PRELIMINARY PROJECT SCHEDULE





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I. PRELIMINARY PROJECT SCHEDULE



Main model view of the new Pierce School.

ALTERNATIVE SCHEDULE CONSIDERATIONS

Attached in this section you will find two project schedules, the first being the baseline schedule as shown in the PSR Schedule as provided by LeftField. The second schedule is Consigli's interpretation of the Early Release Alternate schedule referenced in the RFP documentation. Please note that slightly more time is given to the designer to prepare the early release bid documents (Start Construction August 2023 in lieu of July 2023 "Early Start" as included in the RFP).

The Consigli project team has focused on the alternate schedule as we feel strongly that an early release package for demolition and abatement of the existing Pierce School and garage, including M/E/P cut, cap and makesafe is the best option for this project.

This option not only offers a savings on the General Conditions costs as expressed in the Consigli Price Proposal but allows the project to turn over six months earlier in June 2026, saving on back-end cost of work escalation.

In addition to the financial savings, there is an added advantage to getting the existing superstructure out of the way prior to the issuance of the 100% Construction Documents as concealed conditions may be uncovered that could then be incorporated into the design, offering further savings on time and budget. This approach would also allow earlier planning of the new construction activities while providing more time for the review of geothermal well strategies prior to construction starting.

Finally, the opportunity to move students into the new building during summer of 2026 provides the Town the added advantage of reducing coordination efforts around relatively short windows required to move during the active school year. This would further benefit the Brookline Community by providing consistency to students who will now be in the same building for the entire school year in lieu of moving part way through.

Consigli looks forward to working with the John R. Pierce School project stakeholders to further develop the optimal schedule for your project, whether that be the baseline, alternate, or an option yet to be explored as the documents get developed.



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BASELINE

Activity ID	Activity Name	Orig Dur	Start	Finish	2022					2023					2024					2025					2026					2027																																						
					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	F	M	A	M	J	J
Town of Brookline - Pierce School - Baseline Project																																																																				
Contract Milestones																																																																				
A2220	Substantial Completion	0		04-Dec-26*	◆ Substantial C																																																															
Project Milestones																																																																				
A1040	RFP Submitted	0	01-Apr-22		◆ RFP Submitted																																																															
A1020	NTP - SD Services	0	15-Apr-22		◆ NTP - SD Services																																																															
A2800	Town Vote - Pierce School	0	04-Oct-22		◆ Town Vote - Pierce School																																																															
A2230	Demo Complete	0		25-Oct-24	◆ Demo Complete																																																															
Design / Preconstruction																																																																				
Schematic Design Development																																																																				
A1000	SD Development	120	21-Mar-22 A	26-Jul-22	■ SD Development																																																															
A1010	SD Estimate / Reconciliation / VE	20	09-May-22	06-Jun-22	■ SD Estimate / Reconciliation / VE																																																															
Design Development																																																																				
A2080	100% Design Development	97	04-Oct-22	24-Feb-23	■ 100% Design Development																																																															
A2090	100% DD Estimate / Reconciliation / VE	26	27-Feb-23	03-Apr-23	■ 100% DD Estimate / Reconciliation / VE																																																															
A2100	DD Submission to MSBA	1	03-Apr-23	03-Apr-23	DD Submission to MSBA																																																															
Construction Documents																																																																				
A2050	60% Construction Documents	82	04-Apr-23	31-Jul-23	■ 60% Construction Documents																																																															
A2060	60% CD Estimate / Reconciliation / VE	32	01-Aug-23	14-Sep-23	■ 60% CD Estimate / Reconciliation / VE																																																															
A1800	90% Construction Documents	35	15-Sep-23	03-Nov-23	■ 90% Construction Documents																																																															
A1810	90% CD Estimate / Reconciliation / VE	24	06-Nov-23	11-Dec-23	■ 90% CD Estimate / Reconciliation / VE																																																															
A2210	100% CD Documents	33	12-Dec-23	30-Jan-24	■ 100% CD Documents																																																															
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PC-140	Develop RFQ for Trade Contractors	10	01-Nov-23	15-Nov-23	■ Develop RFQ for Trade Contractors																																																															
PC-160	Review & Score Trade Contractor Qualifications	27	03-Nov-23	13-Dec-23	■ Review & Score Trade Contractor Qualifications																																																															
PC-150	Prepare & Submit Trade Contractor Qualifications	19	16-Nov-23	13-Dec-23	■ Prepare & Submit Trade Contractor Qualifications																																																															
PC-180	Notify Trade Contractors of Prequalification Results	1	14-Dec-23	14-Dec-23	Notify Trade Contractors of Prequalification Results																																																															
PC-210	Issue GMP Set	0	30-Jan-24		◆ Issue GMP Set																																																															
PC-230	Bid Trade Contractors	20	30-Jan-24	27-Feb-24	■ Bid Trade Contractors																																																															
PC-270	Finalize Trade Contracts	10	28-Feb-24	12-Mar-24	■ Finalize Trade Contracts																																																															
PC-240	Develop Final GMP	30	13-Mar-24	24-Apr-24	■ Develop Final GMP																																																															
PC-260	Execute GMP Amendment	5	25-Apr-24	01-May-24	■ Execute GMP Amendment																																																															
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A2770	Award - Trade Packages	5	02-May-24	08-May-24	Award - Trade Packages																																																															
Elevator																																																																				
A2870	Prepare Submittals - Elevator	10	09-May-24	22-May-24	■ Prepare Submittals - Elevator																																																															
A2880	Review & Approve Submittals - Elevator	15	23-May-24	13-Jun-24	■ Review & Approve Submittals - Elevator																																																															
A2900	Prepare Shop Drawings - Elevator	30	14-Jun-24	26-Jul-24	■ Prepare Shop Drawings - Elevator																																																															
A2910	Review & Approve Shop Drawings - Elevator	15	29-Jul-24	16-Aug-24	■ Review & Approve Shop Drawings - Elevator																																																															
A2890	Fabricate & Deliver - Elevator	80	19-Aug-24	12-Dec-24	■ Fabricate & Deliver - Elevator																																																															
HVAC																																																																				

Data Date: 01-Apr-22
Run Date: 01-Apr-22
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■ Actual Work
■ Remaining Work
■ Critical Remaining Work
◆ Milestone

Consigli Construction Co., Inc.
Town of Brookline - Pierce School - Baseline Project
Preliminary Schedule





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ALTERNATIVE

Activity ID	Activity Name	Orig Dur	Start	Finish	2022					2023					2024					2025					2026																			
					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
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A2110	Early Release Documents	40	27-Feb-23	24-Apr-23	■ Early Release Documents																																							
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Early Release Package																																												
Trade Packages - Early Release																																												
Early Release Electrical Disconnect																																												
A2570	Award - Early Release Electrical Disconnect	1	07-Jun-23	07-Jun-23	■ Award - Early Release Electrical Disconnect																																							
A2580	Prepare Submittals - Early Release Electrical Disconnect	5	08-Jun-23	14-Jun-23	■ Prepare Submittals - Early Release Electrical Disconnect																																							
A2590	Review & Approve Submittals - Early Release Electrical Disconnect	10	15-Jun-23	28-Jun-23	■ Review & Approve Submittals - Early Release Electrical Disconnect																																							

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Activity ID	Activity Name	Orig Dur	Start	Finish	2022												2023												2024												2025												2026											
					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			
Early Release Fire Protection Disconnect																																																																
A2600	Award - Early Release FP Disconnect	1	07-Jun-23	07-Jun-23	Award - Early Release FP Disconnect																																																											
A2610	Prepare Submittals - Early Release FP Disconnect	5	08-Jun-23	14-Jun-23	█ Prepare Submittals - Early Release FP Disconnect																																																											
A2620	Review & Approve Submittals - Early Release FP Disconnect	10	15-Jun-23	28-Jun-23	█ Review & Approve Submittals - Early Release FP Disconnect																																																											
Early Release Plumbing Disconnect																																																																
A2630	Award - Early Release Plumbing Disconnect	1	07-Jun-23	07-Jun-23	Award - Early Release Plumbing Disconnect																																																											
A2640	Prepare Submittals - Early Release Plumbing Disconnect	5	08-Jun-23	14-Jun-23	█ Prepare Submittals - Early Release Plumbing Disconnect																																																											
A2650	Review & Approve Submittals - Early Release Plumbing Disconnect	10	15-Jun-23	28-Jun-23	█ Review & Approve Submittals - Early Release Plumbing Disconnect																																																											
Early Release HVAC Disconnect																																																																
A2660	Award - Early Release HVAC Disconnect	1	07-Jun-23	07-Jun-23	Award - Early Release HVAC Disconnect																																																											
A2670	Prepare Submittals - Early Release HVAC Disconnect	5	08-Jun-23	14-Jun-23	█ Prepare Submittals - Early Release HVAC Disconnect																																																											
A2680	Review & Approve Submittals - Early Release HVAC Disconnect	10	15-Jun-23	28-Jun-23	█ Review & Approve Submittals - Early Release HVAC Disconnect																																																											
Non-trade Packages - Early Release																																																																
Early Release Site																																																																
A2690	Award - Early Release Site Enabling	10	07-Jun-23	20-Jun-23	█ Award - Early Release Site Enabling																																																											
A2700	Prepare Submittals - Early Release Site Enabling	5	21-Jun-23	27-Jun-23	█ Prepare Submittals - Early Release Site Enabling																																																											
A2710	Review & Approve Submittals - Early Release Site Enabling	15	28-Jun-23	19-Jul-23	█ Review & Approve Submittals - Early Release Site Enabling																																																											
Demo / Abatement																																																																
A2720	Award - Early Release Demo / Abatement	10	07-Jun-23	20-Jun-23	█ Award - Early Release Demo / Abatement																																																											
A2730	Prepare Submittals - Early Release Demo / Abatement	10	21-Jun-23	05-Jul-23	█ Prepare Submittals - Early Release Demo / Abatement																																																											
A2740	Review & Approve Submittals - Early Release Demo / Abatement	15	06-Jul-23	26-Jul-23	█ Review & Approve Submittals - Early Release Demo / Abatement																																																											
Balance of Procurement																																																																
Trade Packages																																																																
A2770	Award - Trade Packages	5	02-May-24	08-May-24	█ Award - Trade Packages																																																											
Elevator																																																																
A2870	Prepare Submittals - Elevator	10	09-May-24	22-May-24	█ Prepare Submittals - Elevator																																																											
A2880	Review & Approve Submittals - Elevator	15	23-May-24	13-Jun-24	█ Review & Approve Submittals - Elevator																																																											
A2900	Prepare Shop Drawings - Elevator	30	14-Jun-24	26-Jul-24	█ Prepare Shop Drawings - Elevator																																																											
A2910	Review & Approve Shop Drawings - Elevator	15	29-Jul-24	16-Aug-24	█ Review & Approve Shop Drawings - Elevator																																																											
A2890	Fabricate & Deliver - Elevator	80	19-Aug-24	12-Dec-24	█ Fabricate & Deliver - Elevator																																																											
HVAC																																																																
A2920	Prepare Submittals - HVAC Equipment (Chiller / AHU / Etc.)	20	09-May-24	06-Jun-24	█ Prepare Submittals - HVAC Equipment (Chiller / AHU / Etc.)																																																											
A2930	Review & Approve Submittals - HVAC Equipment (Chiller / AHU / Etc.)	15	07-Jun-24	27-Jun-24	█ Review & Approve Submittals - HVAC Equipment (Chiller / AHU / Etc.)																																																											
A2940	Fabricate & Deliver - HVAC Equipment (Chiller / AHU / Etc.)	200	28-Jun-24	16-Apr-25	█ Fabricate & Deliver - HVAC Equipment (Chiller / AHU / Etc.)																																																											
Electrical																																																																
A2960	Prepare Submittals - Electrical Equipment (Switchgear / Generators / Panels)	20	09-May-24	06-Jun-24	█ Prepare Submittals - Electrical Equipment (Switchgear / Generators / Panels)																																																											
A2970	Review & Approve Submittals - Electrical Equipment (Switchgear / Generators / Panels)	15	07-Jun-24	27-Jun-24	█ Review & Approve Submittals - Electrical Equipment (Switchgear / Generators / Panels)																																																											
A2980	Fabricate & Deliver - Electrical Equipment (Switchgear / Generators / Panels)	175	28-Jun-24	12-Mar-25	█ Fabricate & Deliver - Electrical Equipment (Switchgear / Generators / Panels)																																																											
Roofing																																																																
A2990	Prepare Submittals - Roofing	20	09-May-24	06-Jun-24	█ Prepare Submittals - Roofing																																																											
A3000	Review & Approve Submittals - Roofing	15	07-Jun-24	27-Jun-24	█ Review & Approve Submittals - Roofing																																																											
A3010	Fabricate & Deliver - Roofing	140	28-Jun-24	21-Jan-25	█ Fabricate & Deliver - Roofing																																																											
Non-trade Packages																																																																

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					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																																																																																							
Facade Trades																																																																																																																																																				
A3020	Bid / Evaluate - Facade Trades	20	30-Jan-24	27-Feb-24	■ Bid / Evaluate - Facade Trades																																																																																																																																															
A2780	Award - Facade Trades	10	02-May-24	15-May-24	■ Award - Facade Trades																																																																																																																																															
A3030	Prepare Submittals - Facade Trades	20	16-May-24	13-Jun-24	■ Prepare Submittals - Facade Trades																																																																																																																																															
A3040	Review & Approve Submittals - Facade Trades	15	14-Jun-24	05-Jul-24	■ Review & Approve Submittals - Facade Trades																																																																																																																																															
A3050	Fabricate & Deliver - Facade Trades	80	08-Jul-24	29-Oct-24	■ Fabricate & Deliver - Facade Trades																																																																																																																																															
Concrete																																																																																																																																																				
A3060	Bid / Evaluate - Concrete	20	30-Jan-24	27-Feb-24	■ Bid / Evaluate - Concrete																																																																																																																																															
A3070	Award - Concrete	10	02-May-24	15-May-24	■ Award - Concrete																																																																																																																																															
A3080	Prepare Submittals - Concrete	20	16-May-24	13-Jun-24	■ Prepare Submittals - Concrete																																																																																																																																															
A3090	Review & Approve Submittals - Concrete	15	14-Jun-24	05-Jul-24	■ Review & Approve Submittals - Concrete																																																																																																																																															
A3100	Fabricate & Deliver - Concrete	20	08-Jul-24	02-Aug-24	■ Fabricate & Deliver - Concrete																																																																																																																																															
Permitting																																																																																																																																																				
A2810	Demo Permit Review & Approval	30	25-Apr-23	06-Jun-23	■ Demo Permit Review & Approval																																																																																																																																															
A2820	Building Permit Review & Approval	40	06-Nov-23	04-Jan-24	■ Building Permit Review & Approval																																																																																																																																															
MEP Coordination																																																																																																																																																				
A2830	MEP Coordination - UG	40	09-May-24	05-Jul-24	■ MEP Coordination - UG																																																																																																																																															
A2840	MEP Coordination - Risers	40	08-Jul-24	30-Aug-24	■ MEP Coordination - Risers																																																																																																																																															
A2850	MEP Coordination - New Building	80	03-Sep-24	27-Dec-24	■ MEP Coordination - New Building																																																																																																																																															
A2860	MEP Coordination - 1855 Building	60	30-Dec-24	26-Mar-25	■ MEP Coordination - 1855 Building																																																																																																																																															
Construction																																																																																																																																																				
Mobilization																																																																																																																																																				
A2260	Mobilize / Establish Temp Fence / Construct Temp Barricades in Existing Garage	10	01-Aug-23	14-Aug-23	■ Mobilize / Establish Temp Fence / Construct Temp Barricades in Existing Garage																																																																																																																																															
A2270	Utility Separation / Continuity of Services for Surrounding Buildings	30	01-Aug-23	12-Sep-23	■ Utility Separation / Continuity of Services for Surrounding Buildings																																																																																																																																															
A2390	Cut / Cap / Make Safe	10	29-Aug-23	12-Sep-23	■ Cut / Cap / Make Safe																																																																																																																																															
Demo / Abatement / Geothermal Wells																																																																																																																																																				
A2280	Abate - 1855 Building	22	13-Sep-23	13-Oct-23	■ Abate - 1855 Building																																																																																																																																															
A2300	Abate - Existing School	50	13-Sep-23	24-Nov-23	■ Abate - Existing School																																																																																																																																															
A2290	Selective Demo - 1855 Building	30	16-Oct-23	28-Nov-23	■ Selective Demo - 1855 Building																																																																																																																																															
A2310	Demo - Existing School	75	27-Nov-23	14-Mar-24	■ Demo - Existing School																																																																																																																																															
A2400	Demo - Pedestrian Bridge	10	01-Mar-24	14-Mar-24	■ Demo - Pedestrian Bridge																																																																																																																																															
A2480	Establish Geothermal Well Field	125	15-Mar-24	11-Sep-24	■ Establish Geothermal Well Field																																																																																																																																															
New Building																																																																																																																																																				
Structure																																																																																																																																																				
A2320	SOE / Foundations / Parking Garage - New Pierce School Building	100	09-May-24	30-Sep-24	■ SOE / Foundations / Parking Garage - New Pierce School Building																																																																																																																																															
A2330	Steel - New Pierce School Building	100	05-Aug-24	27-Dec-24	■ Steel - New Pierce School Building																																																																																																																																															
A2510	Slabs - New Pierce School Building	60	13-Dec-24	12-Mar-25	■ Slabs - New Pierce School Building																																																																																																																																															
Envelope / Roofing																																																																																																																																																				
A2340	Facade - New Pierce School Building	150	30-Oct-24	06-Jun-25	■ Facade - New Pierce School Building																																																																																																																																															
A2350	Roofing - New Pierce School Building	120	22-Jan-25	14-Jul-25	■ Roofing - New Pierce School Building																																																																																																																																															
A2560	Install Green Roof - New Pierce School Building	40	02-Apr-26	29-May-26	■ Install Green Roof - New Pierce School Building																																																																																																																																															
MEP Rough-Ins																																																																																																																																																				
A2360	MEP Roughs - New Pierce School Building	160	20-Mar-25	05-Nov-25	■ MEP Roughs - New Pierce School Building																																																																																																																																															

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					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	F	M	A	M	J	J	A	S	O	N	D																																																																																																																																																																																																																																							
A2950	Set Rooftop Equipment & Connect	40	15-Jul-25	09-Sep-25																																																																																																																																																																																																																																																																																																												
Finishes																																																																																																																																																																																																																																																																																																																
A2370	Finishes - New Pierce School Building	160	09-Sep-25	30-Apr-26																																																																																																																																																																																																																																																																																																												
Site Utilities																																																																																																																																																																																																																																																																																																																
A2790	Excavate / Install / Backfill - Site Utilities	50	23-May-24	02-Aug-24																																																																																																																																																																																																																																																																																																												
Addition - 1855 Building																																																																																																																																																																																																																																																																																																																
A2460	Elevator Pit & Foundations - 1855 Building	20	03-Sep-24	30-Sep-24																																																																																																																																																																																																																																																																																																												
A2470	Structural Steel - 1855 Building	30	01-Oct-24	13-Nov-24																																																																																																																																																																																																																																																																																																												
A2490	Roofing - Addition - 1855 Building	20	14-Nov-24	12-Dec-24																																																																																																																																																																																																																																																																																																												
A2500	Facade - Addition - 1855 Building	40	14-Nov-24	13-Jan-25																																																																																																																																																																																																																																																																																																												
A2520	Install Elevator - Addition - 1855 Building	45	19-Dec-25	25-Feb-26																																																																																																																																																																																																																																																																																																												
Renovation - 1855 Building																																																																																																																																																																																																																																																																																																																
A2550	Structural Upgrades - Renovation - 1855 Building	80	29-Nov-23	25-Mar-24																																																																																																																																																																																																																																																																																																												
A2530	MEP Rough - Renovation - 1855 Building & Addition	100	27-Mar-25	18-Aug-25																																																																																																																																																																																																																																																																																																												
A2540	Finishes - Renovation - 1855 Building & Addition	120	19-Aug-25	11-Feb-26																																																																																																																																																																																																																																																																																																												
Sitework / Site Finishes																																																																																																																																																																																																																																																																																																																
A2410	Restore Paving / Access to Courts / Striping	15	15-Mar-24	04-Apr-24																																																																																																																																																																																																																																																																																																												
A2380	Sitework / Site Finishes	40	05-Mar-26	30-Apr-26																																																																																																																																																																																																																																																																																																												
Inspections / Closeout																																																																																																																																																																																																																																																																																																																
A2420	Equipment Start Up	20	05-Mar-26	01-Apr-26																																																																																																																																																																																																																																																																																																												
A2430	TAB	30	02-Apr-26	14-May-26																																																																																																																																																																																																																																																																																																												
A2440	Inspections / C of O	40	01-May-26	26-Jun-26																																																																																																																																																																																																																																																																																																												
A2450	Punchlist	40	01-May-26	26-Jun-26																																																																																																																																																																																																																																																																																																												

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J. SELF-PERFORMING WORK





CONSIGLI
Est. 1905

J | SELF-PERFORMING WORK

GENUINE BUILDERS

As a true builder, Consigli is committed to delivering the most efficient and high quality services to our clients through our self-perform capability, with over 650 skilled tradespeople on staff.

As Consigli's overall project scopes grow in size and complexity, we have established an in-house self-perform division called Riggs.

With a team of dedicated tradespeople that have been with Consigli for many years, Riggs provides focused in-house trades to our clients with the additional management and oversight that allow for better safety, cost, schedule and quality control to our clients.

For any self-perform trades, we will bid competitively against subcontractors. Potential self-perform trades on the John R. Pierce School includes:

- ▶ Concrete
- ▶ Selective Demolition
- ▶ Masonry
- ▶ Masonry repair
- ▶ Doors & Hardware
- ▶ Rough Carpentry
- ▶ Finish Carpentry
- ▶ Casework
- ▶ Fire Stopping
- ▶ General labor
- ▶ Cleanup



BENEFITS TO OUR CLIENTS:

✓ Cost Control: Because we can do the work ourselves, we have a better understanding of what it costs. We can balance subcontractor pricing against our own for a more competitive bid. This results in better pricing for the client, whether we self-perform or subcontract.

✓ Schedule Control: With our own forces, we have a strong additional resource to call upon to get work done on time. Rather than compete with other builders for a subcontractor's labor, we have our own team to perform the work. Should the need arise, Riggs will also have the ability to supplement under-performing subcontractors on a project.

✓ Inclusion of Brookline: Riggs is signatory to carpenters and laborers union. This connection will ensure the Town of Brookline from the local union halls will work with Riggs and be part of some of the key trades building the John R. Pierce School.

✓ Safety & Quality Control: When we staff a job, all of the key players, including forepersons & field managers, are Riggs employees. Most have been with Consigli for many years, & they share our standards for quality. We put a strong emphasis on training & continuing education to make sure that our staff are well-trained in the most up-to-date & efficient methods & materials.

✓ Continuity: We dedicate key trades people to a project for its duration. This prevents variances in quality and avoids time-consuming re-education of new personnel. In controlling cost, schedule and quality, continuity is a key factor.



SELF-PERFORM SCOPE AT K-12 SCHOOLS

STOUGHTON HIGH SCHOOL

Temp Fencing (Install) – \$81,349
Concrete – \$3,852,700
Doors / Frames / Hardware – \$817,940
Site Concrete – \$1,429,089
Finish Carpentry – \$1,128,382
Visual Displays – \$205,700



HOLBROOK PRE K-12 SCHOOL

Roof Blocking – \$205,000
Metal Panels – \$3,373,400
Finish Carpentry – \$1,384,152
Doors / Frames / Hardware (Install) – \$152,620
Synthetic Turf – \$581,000
Site Concrete – \$869,200
Final Clean – \$57,400



WINCHESTER HIGH SCHOOL

Envelope – \$2,166,287
Foundation – \$1,624,163
Rough & Finish Carpentry – \$861,209
General Requirements – \$3,771,684
Install of Doors, Frames & Hardware – \$213,200



KIPP ACADEMY LYNN MIDDLE/ HIGH SCHOOL

Concrete – \$1,363,655
Install of Sound Absorbing Panels – \$23,048
Install of Finish Carpentry – \$106,951
Install of Doors, Frames & Hardware – \$268,282





K. LEGAL PROCEEDINGS



K. LEGAL PROCEEDINGS



Town of Holbrook, Pre K-12 School

In this section, we have provided a summary of our legal proceedings. We make every effort to respond in exact accordance with your requirements and we have regularly consulted with legal advisors to ensure that our reporting is accurate and complete.

Schedule E – TERMINATIONS AND LEGAL PROCEEDINGS

Firm Name: Consigli Construction Co., Inc.

Respondent is required to complete both parts A and B of Schedule E. On Part A of Schedule E, respondents are required to list each and every project on which the firm was terminated or failed to complete the work within the past five (5) years. On Part B of Schedule E, respondents are required to list each and every conviction or fine incurred by the respondent firm or any of its principals for violations of any state or federal law within the past five (5) years, **and**, a complete list of any and all legal proceedings, administrative proceeding and arbitration whether currently pending or concluded within the past five (5) years that involved a construction project or a construction contract in which the respondent firm was a named party. Attach additional sheets if necessary.

Part A. TERMINATIONS AND INCOMPLETE PROJECTS

PROJECT NAME & LOCATION	PROJECT OWNER	SCOPE OF WORK PERFORMED	PROJECT START & END DATES	ESTIMATED CONTRACT AMOUNT	% COMPLETED	REASON FOR FAILURE TO COMPLETE OR TERMINATION
Within the past five (5) years, Consigli Construction Co., Inc. has never been terminated or failed to complete work on any project.						

Part B. LEGAL PROCEEDINGS, CONVICTIONS & FINES

I. Convictions and Fines

PROJECT NAME, LOCATION & OWNER	DESCRIPTION OF CONVICTIONS, FINES and LEGAL PROCEEDINGS (include caption case, parties, location of proceeding, description of the dispute or enforcement action, dates action commenced and status and/or outcome)
	Neither Consigli Construction Co., Inc. nor its principals have received any convictions or fines for violations of any state or federal laws within the past five (5) years.

Part B. LEGAL PROCEEDINGS, CONVICTIONS & FINES

II. Legal Proceedings

PROJECT NAME & LOCATION	CASE CAPTION	LOCATION OF PROCEEDING	DESCRIPTION OF DISPUTE	START DATE	END DATE	STATUS AND OUTCOME
CitySquare Parking Garage CitySquare II, LP Worcester, MA	Manafort-Precision, LLC v. Consigli Constr. Co., et al.	Worcester County (MA) Sup. Ct., No. 1785cv00116B	Bond and Lien by subcontractor claiming extra work.	1/20/17	6/20/17	Settled
The Girard 600 Harrison Assocs. LLC Boston, MA	Acme Waterproofing Co. v. 600 Harrison Avenue Assocs. LLC, et al.	Suffolk County (MA) Sup. Ct., No. 1784CV00793	Bond and Lien by subcontractor claiming extra work.	3/16/17	8/3/17	Settled
The Girard 600 Harrison Assocs. LLC Boston, MA	Consigli Constr. Co. v. 600 Harrison Assocs. LLC	Suffolk County (MA) Sup. Ct., No. 17-0923	Provisional suit to enforce mechanics lien during project close out.	3/27/17	8/8/17	Settled
The Girard 600 Harrison Assocs. LLC Boston, MA	E. Coast Interiors v. 600 Harrison Ave. Assocs. LLC, et al.	Suffolk County (MA) Sup. Ct., No. 1784CV0080	Bond and Lien by subcontractor claiming extra work.	3/16/17	8/10/17	Settled
MBTA Salem Station Salem, MA	D. Clifford Constr. Co. v. W.L. French Excavating Corp., et al.	Norfolk County (MA) Sup. Ct., No. 1582CV01486	Bond by 2nd tier supplier.	12/16/15	10/24/17	Settled
Greater Lowell Technical H.S. Tyngsborough, MA	Massachusetts v. R.M. Technologies, Inc. et al.	Suffolk County (MA) Sup. Ct., No. 1684CV03936	Alleged Clean Air Act violation by abatement subcontractor.	9/29/17	11/30/17	Settled
Smith Center – Harvard Univ. Cambridge, MA	Donovan v. Fed. Ins. Co., et al.	Middlesex County (MA) Sup. Ct., No. 19-2025	Bond claim by union benefit fund of delinquent subcontractor.	7/25/19	9/6/19	Settled
Colonial Theater Restoration Boston, MA	Consigli Constr. Co. v. ATG Colonial LLC, et al.	Suffolk County (MA) Sup. Ct., No. 19-0538-E.	Provisional suit to enforce mechanics lien.	1/16/19	10/3/19	Settled
Middlesex Community College Performing Arts Center Division of Capital Asset Management & Maintenance Lowell, MA	ENE Systems, Inc. v. Gen. Air- Conditioning/Heating, et al.	Middlesex County (MA) Sup. Ct., No. 1984CV02656C	Bond claim by 2nd tier vendor.	8/19/19	3/4/20	Settled
Martha's Vineyard Museum Edgartown, MA	Rick Convery Painting, Inc. v. Consigli Constr. Co.	Dukes County (MA) Sup. Ct., No. 2035CV00005	Subcontractor claim for contract balances and counterclaims for incomplete work.	1/31/20	5/1/20	Settled
68 Devonshire Hotel MHF Devonshire V LLC Boston, MA	Island Exterior Fabricators LLC v. Consigli Constr. Co., Fed. Ins. Co.	Suffolk County (MA) Sup. Ct. No. 19-3459D	Lien claim by Subcontractor; counterclaim by Consigli for breach of contract due to incomplete/defective work.	11/5/19	5/5/20	Settled
Blue Hills Reg'l Tech. Canton, MA	Charles D. Sheehy, Inc. v. Consigli Constr. Co., et al.	Norfolk County (MA) Sup. Ct., No. 19-0580	Bond claim by vendor to 3rd tier subcontractor.	5/8/19	6/10/20	Settled
Six West Broadway Hotel Six West Broadway LLC Boston, MA	Corporate Mech. of New England LLC v. Consigli Constr. Co.	Suffolk County (MA) Sup. Ct., No. 2084CV00255	Lien action by subcontractor for disputed extras.	1/28/20	7/10/20	Settled

Six West Broadway Hotel Six West Broadway LLC Boston, MA	Island Exterior Fabricators LLC v. Consigli Constr. Co., Fed. Ins. Co., and Six West Broadway LLC and Consigli Constr. Co. (3rd Party Plaintiff) v. Six West Broadway LLC	Suffolk County (MA) Sup. Ct., No. 1984CV03460	Lien claim by Subcontractor; counterclaim by Consigli for breach of contract due to incomplete/defective work. Consigli filed a third-party complaint to enforce a mechanic's lien.	11/5/19	11/16/20	Settled
54 Devonshire Street MHF Devonshire V LLC Boston, MA	United HVAC Co. v. Gen. Air-Conditioning/Heating, Inc., et al.	Suffolk County (MA) Sup. Ct., No. 2084CV1367	Second-tier subcontractor's claim against first-tier subcontractor for alleged breach of contract.	6/29/20	10/29/21	Settled
Cambria Hotel YEM Somerville LLC Somerville, MA	Quaker Window Prods. Co. v. Cent. Glass Co. et al.	Middlesex County (MA) Sup. Ct., No. 2181CV05976	Lien claim by second-tier supplier for contract balance allegedly due.	12/13/21	2/1/22	Settled
Penman Stadium – Southern New Hampshire University Hooksett, NH	S.N.H. Univ. v. Cannon Design, et al.	Hillsborough County (NH) Sup. Ct., No. 216-2019-CV-00142	Dispute regarding alleged design and/or construction defects.	2/11/19	TBD	Pending
*Various	District of Columbia v. Dynamic Contracting, Inc. et al.	District of Columbia Sup. Ct., No. 2021 CA 003768 B	Alleged vicarious liability for worker misclassification violations by drywall subcontractor and lower-tier labor subcontractors.	10/18/21	TBD	Pending
Scarborough Medical Office Building, Maine Medical Center Scarborough, ME	New Eng. Finish Sys., LLC v. Consigli Constr. Co. et al.	Cumberland County (ME) Sup. Ct., No. RE-2021-92	Lien claim by drywall subcontractor for disputed contract balance allegedly due.	2/1/22	TBD	Pending

Schedule E – TERMINATIONS and LEGAL PROCEEDINGS (CONTINUED)

Firm Name: Consigli Construction Co., Inc.

Part B. LEGAL PROCEEDINGS, CONVICTIONS & FINES

III. Administrative Proceedings

PROJECT NAME & LOCATION	CASE CAPTION	PARTIES	LOCATION OF PROCEEDING	DESCRIPTION OF DISPUTE	START DATE	END DATE	STATUS AND OUTCOME
MA Division of Capital Asset Management & Maintenance, Springfield Tech Comm College	Consigli Constr. Co. v. DCAMM	Consigli Construction Co., Inc.; MA Division of Capital Asset Management & Maintenance	Div. of Adm. Law Appeals, CP-19-0416	Scope of work dispute.	8/19/19	11/22/19	Settled
U.S. House of Representatives Architect of the Capitol Adams Building Washington D.C.	Patrick Clark v. Consigli Constr. Co.	Patrick Clark; Consigli Construction Co., Inc.	EEOC # 570-2020-00443	Alleged racial discrimination in hiring by employee of labor service subcontractor. EEOC issued a “No Finding” on 9/1/2020.	11/14/19	12/7/20	Dismissed
Beth Israel Deaconess Medical Center Boston, MA	Antonio Durant v. Consigli Constr. Co.	Antonio Durant; Consigli Construction Co., Inc.	MCAD Docket No. 19BEM02445	Alleged discrimination by union laborer turned down for work assignment.	8/27/19	TBD	Pending
GLX – Greenline Extension Stations, MBTA Somerville, MA	George Mason v. Consigli Construction dba Riggs Contracting, Inc.	George Mason; Consigli Construction Co., Inc.; Riggs Contracting, Inc.	U.S. Department of Labor Occupational Safety and Health Administration, Case No.1-0270-21-031	Alleged OSHA 11(c) violation of retaliation for raising safety concern.	1/8/21	TBD	Pending
GLX – Greenline Extension Stations, MBTA Somerville, MA	Nick Mason v. Consigli Construction dba Riggs Contracting, Inc.	Nick Mason; Consigli Construction Co., Inc.; Riggs Contracting, Inc.	U.S. Department of Labor Occupational Safety and Health Administration, Case No.1-0270-21-033	Alleged OSHA 11(c) violation of retaliation for raising safety concern.	1/8/21	TBD	Pending

Schedule E – TERMINATIONS and LEGAL PROCEEDINGS (CONTINUED)

Firm Name: Consigli Construction Co., Inc.

Part B. LEGAL PROCEEDINGS, CONVICTIONS & FINES

IV. Arbitrations

PROJECT NAME, LOCATION & OWNER	DESCRIPTION OF CONVICTIONS, FINES and LEGAL PROCEEDINGS (include caption case, parties, location of proceeding, description of the dispute or enforcement action, dates action commenced and status and/or outcome)
No arbitrations are currently pending or were concluded within the past five (5) years in which Consigli Construction Co., Inc. was a named party.	



L. MINORITY AND WOMEN EMPLOYEES





L. MINORITY & WOMEN EMPLOYEES MASSACHUSETTS

TITLE	LENGTH OF EMPLOYMENT (YEARS)	LOCATION	GENDER	DEMOGRAPHIC
Assistant Project Manager	6.8	Boston, MA	Male	Black or African American
Project Administrator	2.9	Milford, MA	Female	White
Payroll Coordinator	4.7	Milford, MA	Male	Hispanic or Latino
Senior Support Specialist	5.9	Milford, MA	Male	Two or More Races
VDC Engineer	0.2	Milford, MA	Male	Hispanic or Latino
Senior Marketing Proposal Coordinator	7.6	Milford, MA	Female	White
Assistant Superintendent	2.8	Milford, MA	Female	White
Senior VDC Manager	10.6	Milford, MA	Female	White
Project Engineer	0.9	Milford, MA	Female	White
Project Engineer	1.6	Boston, MA	Female	Two or More Races
Senior Scheduling Manager	10.1	Milford, MA	Female	White
Assistant Superintendent	1.7	Milford, MA	Female	White
Director of Communications	9.1	Milford, MA	Female	White
University Relations Specialist	0.2	Milford, MA	Female	White
Human Resources Generalist	3.1	Milford, MA	Female	White
Assistant Project Manager	5.6	Boston, MA	Female	White
Accounting Assistant	4.7	Milford, MA	Female	White
Subcontract Administration Manager	21.5	Milford, MA	Female	White
Project Accounting Manager	8.8	Milford, MA	Male	Asian
Scheduling Manager	0.6	Milford, MA	Female	White
Marketing Assistant	1.7	Milford, MA	Female	White
Mechanical Estimator	8.7	Milford, MA	Female	White
Network Administrator / Job Site Supervisor	6.8	Milford, MA	Male	Hispanic or Latino
Project Engineer	2.6	Milford, MA	Female	White
Assistant Superintendent	0.8	Boston, MA	Female	White
Assistant Project Manager	5.8	Milford, MA	Female	White
Workforce Compliance Data Analyst	0.1	Boston, MA	Female	Black or African American
Human Resources Coordinator	1.3	Milford, MA	Female	White
Sr. Manager, Leadership & Organizational Development	4	Milford, MA	Female	White

TITLE	LENGTH OF EMPLOYMENT (YEARS)	LOCATION	GENDER	DEMOGRAPHIC
Assistant Project Manager	1	Boston, MA	Female	White
Business Intelligence Systems Manager	4.1	Milford, MA	Female	White
Marketing Assistant	2.8	Milford, MA	Female	White
Assistant Superintendent	0.3	Boston, MA	Male	White
Self Perform Asst. Estimator/Project Manager	4.8	Milford, MA	Male	Asian
Project Planner	4	Boston, MA	Female	Hispanic or Latino
Regional Safety Manager	9.8	Milford, MA	Male	Two or More Races
Senior Learning & Development Specialist	0.9	Milford, MA	Female	White
Help Desk Technician	0.8	Milford, MA	Male	Hispanic or Latino
Assistant Project Accountant	0.3	Milford, MA	Female	White
M/E/P Manager	6.3	Milford, MA	Male	Black or African American
Assistant Superintendent	1.8	Boston, MA	Male	Hispanic or Latino
Senior Estimator	10.5	Milford, MA	Female	White
Sustainability Engineer	1.5	Milford, MA	Female	White
Senior Learning and Development Specialist	9.4	Milford, MA	Female	White
Assistant Safety Manager	0.5	Milford, MA	Female	White
Senior Project Manager	0.7	Boston, MA	Female	White
Project Executive	6.5	Boston, MA	Female	White
Assistant Project Accountant	2.7	Milford, MA	Male	Hispanic or Latino
Assistant Estimator	2.8	Milford, MA	Female	Black or African American
Project Engineer	0.8	Boston, MA	Male	Hispanic or Latino
University Relations Manager	0.2	Milford, MA	Female	White
Senior Manager of Business Development Operations	1.3	Milford, MA	Female	White
Assistant Project Manager	4.8	Milford, MA	Male	Hispanic or Latino
Organizational Development Specialist	0.1	Milford, MA	Female	Hispanic or Latino
Project Accountant	3.9	Milford, MA	Female	White
Superintendent	18.8	Milford, MA	Female	White
Superintendent	5.9	Milford, MA	Male	Asian
Project Manager	1.7	Boston, MA	Male	Black or African American
VDC Engineer	1	Milford, MA	Female	White
Accounting Assistant	7.2	Milford, MA	Female	White
Senior Purchaser	21	Milford, MA	Female	White
Project Administrator	6	Milford, MA	Female	White

TITLE	LENGTH OF EMPLOYMENT (YEARS)	LOCATION	GENDER	DEMOGRAPHIC
Assistant Project Manager	1.2	Boston, MA	Female	White
Self Perform Asst. Estimator/Project Manager	2.2	Milford, MA	Male	Hispanic or Latino
Accounts Payable Supervisor	18.6	Milford, MA	Female	White
Project Executive	18.8	Milford, MA	Female	White
Project Engineer	0.5	Boston, MA	Male	Hispanic or Latino
Assistant MEP Manager	1	Milford, MA	Male	Asian
Director of Supply and Equipment	4.5	Milford, MA	Male	Two or More Races
Help Desk Technician	3.1	Milford, MA	Male	Hispanic or Latino
Assistant Superintendent	0.8	Boston, MA	Male	Hispanic or Latino
Director of Project Accounting	23.4	Milford, MA	Female	White
Driver	4.5	Milford, MA	Male	Hispanic or Latino
Project Engineer	1.8	Boston, MA	Male	Black or African American
Diversity and Community Outreach Manager	9.1	Boston, MA	Female	Black or African American
Workforce Compliance Data Analyst	0.1	Boston, MA	Female	Black or African American
Director, Arch Energy	1.6	Milford, MA	Male	Asian
Project Engineer	3.9	Milford, MA	Male	Asian
Regional Marketing Manager	1.6	Milford, MA	Female	White
Project Engineer	0.8	Boston, MA	Female	White
Learning and Development Specialist	0.2	Milford, MA	Female	White
Project Administrator	5.8	Milford, MA	Female	White
Project Engineer	0.2	Boston, MA	Male	White
Project Engineer	0.5	Boston, MA	Female	White
Assistant Superintendent	0.8	Boston, MA	Female	White
Marketing Manager	11.2	Milford, MA	Female	White
Marketing Coordinator	6.1	Milford, MA	Female	White
Project Manager	2.2	Milford, MA	Female	White
Quality Manager	9.6	Milford, MA	Male	Asian
Senior Project Engineer	0.1	Milford, MA	Female	White
VDC Engineer	2.2	Milford, MA	Female	White
Corporate Accountant	6.1	Milford, MA	Female	Asian
Project Engineer	0.8	Boston, MA	Female	White
Project Accountant	4.1	Milford, MA	Female	White
Preconstruction Manager	5.4	Milford, MA	Female	White

TITLE	LENGTH OF EMPLOYMENT (YEARS)	LOCATION	GENDER	DEMOGRAPHIC
Senior Scheduling Manager	3.7	Milford, MA	Female	White
Payroll Manager	8.7	Milford, MA	Female	White
Senior Marketing Proposal Coordinator	6.8	Milford, MA	Female	White
Legal Specialist	2.5	Boston, MA	Female	White
Accounting Assistant	2.8	Milford, MA	Female	White
Executive Assistant	3.6	Milford, MA	Female	White
Estimating Coordinator	10.7	Milford, MA	Female	White
VDC Engineer	0.7	Milford, MA	Female	Hispanic or Latino
Assistant Project Manager	5.9	Milford, MA	Female	Hispanic or Latino
Project Engineer	1.8	Milford, MA	Female	White
Sr. Talent Partner	2	Boston, MA	Female	White
Director of Client Services	14	Boston, MA	Female	White
Assistant Superintendent	0.8	Boston, MA	Female	White
Senior Project Accountant	5	Milford, MA	Female	White
Senior Marketing Coordinator	5.8	Milford, MA	Female	White
Marketing Coordinator	0.3	Milford, MA	Female	White
Self Perform Assistant Estimator	0.2	Milford, MA	Male	Hispanic or Latino
Accounting Assistant	0.2	Milford, MA	Female	White
Senior VDC Manager	15.6	Milford, MA	Female	White
Project Engineer	3.2	Milford, MA	Female	White
Accounting Assistant	0.8	Milford, MA	Female	White
Accounting Assistant	4	Milford, MA	Female	White
Project Manager	0.5	Milford, MA	Female	White
Assistant Project Manager	0.9	Milford, MA	Female	White
Assistant Superintendent	2.8	Milford, MA	Male	Two or More Races
Project Accountant	0.1	Milford, MA	Male	Black or African American
Project Manager	10.3	Boston, MA	Male	Hispanic or Latino
Project Manager	0.6	Milford, MA	Female	White
Executive Assistant	8.7	Milford, MA	Female	White
Project Manager	9.8	Milford, MA	Female	White
Manager, Benefits & Compensation	24.6	Milford, MA	Female	White
Senior Project Administrator	11.7	Milford, MA	Female	White
Project Manager	0.8	Boston, MA	Female	Black or African American

TITLE	LENGTH OF EMPLOYMENT (YEARS)	LOCATION	GENDER	DEMOGRAPHIC
Sr. Service and Support Manager	10.8	Milford, MA	Female	White
Estimator	11.1	Milford, MA	Female	White
Assistant Project Manager	2.4	Boston, MA	Female	White
Graphic Designer	1.5	Milford, MA	Female	White
Marketing Assistant	0.4	Milford, MA	Female	White
Assistant Superintendent	0.9	Boston, MA	Female	White
Assistant Project Manager	1.6	Boston, MA	Female	White
Assistant Project Manager	0.8	Boston, MA	Female	ASIAN
Project Engineer	1.3	Boston, MA	Female	Hispanic or Latino
Project Engineer	0.8	Boston, MA	Male	Hispanic or Latino
Director of Financial Systems	10.1	Milford, MA	Female	White
Payroll Coordinator	9	Milford, MA	Female	White
Project Engineer	0.6	Boston, MA	Female	White
Superintendent	8.6	Milford, MA	Male	Black or African American
Assistant Project Manager	5.9	Milford, MA	Female	White
Superintendent	1.2	Boston, MA	Female	White
Senior Project Manager	6.2	Milford, MA	Female	White
Job Site Coordinator	10.1	Milford, MA	Male	Hispanic or Latino
Assistant Project Manager	2.8	Boston, MA	Female	White
Assistant Estimator	2.9	Milford, MA	Female	White
Project Engineer	0.6	Milford, MA	Female	White
Project Engineer	1.5	Boston, MA	Female	White
Operations Assistant	23	Milford, MA	Female	White
Assistant Superintendent	2.9	Milford, MA	Female	Hispanic or Latino
Quality Control Manager	0.4	Milford, MA	Female	White
Self Perform Asst. Estimator/Project Manager	0.6	Milford, MA	Female	White
Project Engineer	1.8	Boston, MA	Female	White
Materials Purchaser	4	Milford, MA	Female	White
Senior Project Manager	23	Milford, MA	Female	White
Assistant Corporate Accountant	3.8	Milford, MA	Female	White
Project Engineer	3.9	Milford, MA	Female	White
Project Executive	2.6	Milford, MA	Female	White
Project Engineer	1.4	Boston, MA	Male	Asian

TITLE	LENGTH OF EMPLOYMENT (YEARS)	LOCATION	GENDER	DEMOGRAPHIC
Senior Purchaser	15.4	Milford, MA	Female	Asian
Preconstruction Coordinator	8.1	Milford, MA	Female	White
Project Administrator	0.1	Boston, MA	Female	White
Senior Project Administrator	11.2	Milford, MA	Female	White
Payroll Coordinator	1.4	Milford, MA	Female	White
Assistant Project Manager	6.9	Milford, MA	Female	White
Senior Estimator	15.9	Milford, MA	Female	White
Project Administrator	2.4	Boston, MA	Female	White
Insurance Administrator	4.5	Milford, MA	Female	White
Quality Control Manager	0.9	Boston, MA	Male	Two or More Races

APPROACH TO DIVERSITY, EQUITY & INCLUSION



CONSIGLI
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APPROACH TO DIVERSITY, EQUITY & INCLUSION



COMMITMENT TO DIVERSITY, EQUITY & INCLUSION

Diversity, Equity and Inclusion (DE&I) are part of Consigli's core values and we will embrace the Town of Brookline's mission of providing meaningful DE&I commitments at all levels of this program.

As part of our commitment, Consigli has developed proactive company practices and internal systems to promote, track and monitor minority business enterprise (MBE) and women business enterprise (WBE) participation and workforce utilization goals on our construction projects. Our outreach initiatives are producing measurable results, meeting or exceeding project goals and providing maximum opportunities for MBE and WBE businesses and diverse workforce hiring. We have extensive experience working with diverse subcontractors and achieving workforce utilization goals on a variety of projects for both private and public clients.

For the Pierce School, Diversity & Community Outreach Manager Kacey-Ann Satchell will lead the DE&I efforts. She brings over eight years of experience in diversity compliance at Consigli. Before joining Consigli, Kacey-Ann spent three years with the Massachusetts Supplier Diversity Office (SDO), gaining valuable MBE/WBE regulator insight and experience.



Kacey-Ann Satchell
Diversity & Community
Outreach Manager

HOW WE MEET DIVERSITY & INCLUSION GOALS

To meet compliance goals, we take a team approach and work with multiple stakeholders—owners, subcontractors, state agency staff and the community—to promote and facilitate diversity and inclusion on our projects. Our outreach, education and awareness, begins in pre-construction. Our process includes:



PRE-PROJECT OUTREACH:

Before any specific project is won, we are continuously following up on MBE/WBE subcontractor and workforce initiatives. We created a proprietary database, SubHub, listing all SDO and DCAMM certified MBE/WBE firms. We stay informed and up-to-date on subcontractor capabilities, capacity and certification status. We are a catalyst in fostering new MBE/WBE relationships, providing opportunities on all our projects, both publicly and privately funded.



TRADE ANALYSIS:

Once a project is awarded, we closely analyze what individual construction trades are required, and take a macro view to assess all opportunities and options for MBE/WBE participation. We look at the potential to break up larger trade packages into smaller scopes of work, to provide MBE/WBE subcontractors a greater opportunity to participate. In addition, partnering sessions, are held between larger prime subcontractors and smaller MBE/WBE second tier subcontractors to promote maximum MBE/WBE participation at each sub tier level.



OUTREACH & ADVERTISING:

We reach out to all DCAMM certified MBE and WBE trade contractors, sending each the RFQ, inviting participation and following up to gauge interest in submitting their SOQ. For all non-trade work, we work closely with Beverley Johnson, President of the Massachusetts Minority Contractors Association (MMCA). Attending monthly MMCA meetings making their members aware of bidding opportunities. We work with public agencies such as the Massachusetts

Supplier Diversity Office (SDO) and Community Based Organizations (CBOs) to assist in the distribution of project information and bid documents. We also use our own SubHub database to distribute bid invitations and connect with a diverse pool of participants. Our bid invitations make all potential bidders aware of a project's established MBE/WBE subcontractor participation and BRJP workforce goals.



EVALUATION & BID COMPARISON:

Once subcontractor bids are received, we review the scope and pricing using a "leveling" process to identify discrepancies between bids, and produce an apples-to-apples comparison. The leveling sheets we use in this process contain a line item to reinforce the project's diversity goals, and help ensure participation when comparing subcontractor estimates. We work closely with the owner during the project's buyout phase to ensure all parties are aware of MBE and WBE participation and workforce utilization goals. Prior to any awards, we review subcontractors past BRJP workforce performance. If their historical results are poor, we require a project specific diversity workforce plan, to ensure compliance is a focal point for that particular subcontractor.



TRACKING:

From estimating, to buyout, to the actual construction, Consigli tracks and monitors MBE/WBE subcontractor participation to ensure project goals are achieved. At the conclusion of the project, we produce a binder for the owner, detailing specific outreach actions, MBE/WBE participation metrics by trade (dollars and percentages) and copies of cashed checks, to illustrate compliance success in clear, tangible terms.

ONGOING MANAGEMENT, COMMUNICATION & OVERSIGHT

Achieving diversity is a full team endeavor. Throughout pre-construction, subcontractor selection and construction we work with the owner, public agencies and project staff to ensure all parties are collaborating to achieve MBE/WBE participation and workforce utilization goals.

As part of this team effort, we facilitate a constant flow of communication between project stakeholders, to keep all parties informed and aligned with goals and program compliance.

Our management and tracking process includes:

Prior to subcontractors mobilizing

- Send correspondence to each sub that will be working on-site, outlining the employment standards and reporting expectations. In addition, we include language in their subcontractor agreement tying them to the workforce goals.
- Require each subcontractor to provide a list of all second-tier subcontractors to ensure compliance at every subcontractor level.
- Require each subcontractor to provide projections of their workforce crew. This allows us to review the makeup of their crew in terms of residents, people of color and women.
- Provide subcontractors with supplemental supporting pre-apprenticeship programs (Building Pathways, Operation Exit, Youthbuild Boston, Helmets2Hardhats), that they can utilize as a resource to help further diversify their crews on-site.
- Coordinate and attend pre-construction workforce compliance meetings for each subcontractor including all tiered firms.
- Request Union Business Agents to attend pre-construction compliance meetings to ensure subs are specifically asking for residents, people of color and women when making workforce request.

During construction

- Weekly jobsite visits to:
 - › Ensure subs on-site are submitting and up to date on their weekly workforce reports.
 - › Ensure the makeup of each subcontractors' crew matches their workforce projections.
 - › Speak with subcontractors whose percentages are trending downward; request plan of action.
 - › See if there are any questions or concerns with the environment on-site, specifically female tradeswomen.
 - › Coordinate and attend any corrective action meetings with underperforming subcontractors.

DIVERSITY OUTREACH EFFORTS/ COMMUNITY ENGAGEMENT INITIATIVES

Building Pathways (Boston, Worcester, Springfield):

Consigli is an active member on the advisory board of Building Pathways, a pre-apprenticeship program to the building trades. We are involved with the student selection process, providing jobsite tours, in-class training and job placement for graduates.



Wentworth Institute of Technology, Women at Wentworth Scholarship Program: Consigli is a founding sponsor of the annual Women at Wentworth scholarship program. The program is celebrated each spring at an event where alumni, students, faculty, staff and friends in the A/E/C, technology and management industries are able to make contacts, exchange ideas and strengthen bonds.

AGC Diversity & Inclusion Committee: Consigli co-founded and holds co-chair and board member positions. Their mission is to inspire construction companies to create a culture of sustainable business practices that promote a workforce of diverse backgrounds, perspectives and inclusivity.

ASAP Scholarship Program: The ASAP Scholarship Program was initiated by WIT President Mark Thompson to open up more opportunities for underprivileged Boston Public School students to attend Wentworth. Consigli has committed to the ASAP program with our "Consigli Gamechangers Scholarships," targeted for Boston Public School student-athletes who have been accepted by Wentworth.

Subcontractor Diversity Information Series: To increase our MBE/WBE/VBE subcontractor partnerships, Consigli will host a Subcontractor Diversity Information Series event where subcontractors can learn about Consigli, gain insight about our estimating and purchasing processes and network with our staff and other attendees.

Massachusetts Minority Contractors Association (MMCA): Consigli attends monthly meetings to inform their members of bidding opportunities and assist with our pre-qualification process.

ACE Mentor Program of Greater Boston: Consigli holds a board member position. Their mission is to engage, excite and enlighten high school students to pursue careers in architecture, engineering and construction through mentoring and to support their continued advancement in the industry. Consigli has provided mentors and scholarship to ACE mentees for over a decade.

Girl's Inc. of Worcester: Consigli provides mentors and scholarships to Girls Inc. of Worcester's elite program, EUREKA! A five-year STEM intensive program that engages and empowers 8th-12th grade girls as they develop confidence and discover leadership and academic opportunities in STEM fields. Consigli works collaboratively with Girls Inc. to bring students to active jobsites to explain different elements of construction and familiarize young women with unconventional job opportunities. Consigli also holds two positions within the Girls Inc. Board of Directors. Pam Daly, Director of Financial Systems, current President of the Board of Directors and Jody Staruk, Project Executive, an active member of the board.

SUBCONTRACTOR DIVERSITY INFORMATION SERIES

PARTNER WITH CONSIGLI!

We are looking to increase our MBE / WBE / VBE subcontractor partnerships. Come join us for this first event where you will learn about Consigli, gain insight about our estimating and purchasing processes, and network with our staff and other attendees.

Wednesday
February 26th 2020
4PM - 5:30PM

Consigli Main Office
74 Sumner Street
Milford, MA 01757



Consigli is seeking union subcontractor partners from the following trades:

- Abatement
- Auditorium Seating / Bleachers
- Concrete
- *Curtainwall
- Demolition
- Division 10 Specialties
- Doors / Frames / Hardware
- Drywall
- Fencing
- Finish Carpentry / Millwork
- Flooring – Carpet, Wood & Specialty
- *Food Service Equipment
- Lab Casework and Equipment
- Landscaping
- Overhead Doors
- Siding / Metal Panels
- Sitework
- *Spray Fireproofing
- *Structural Steel

*Nonunion subcontractor partners welcome in these select trades

To register, email us at subevents@consigli.com by Tuesday, February 18th

Registration is required





Girl's Inc. Hard Hat Tour

Access and Opportunity (AOC) Meetings: Attend monthly community meeting to share our workforce results on our projects in and around Boston. We promote transparency with the community and receive positive feedback and collaborate on best practices; what is working and what can we improve on.

BRJP Office: Strong working relationship with the City of Boston. We are a true partner to the City and support the spirit of the BRJP program.

ASSIST LOCAL COLLEGES & INSTITUTIONS TO SET DIVERSITY & INCLUSION PROGRAMS

Wellesley College: Consigli is part of a committee that evaluates “best practices” and works to set MBE/WBE and workforce goals on all their capital projects.

Worcester Polytechnic Institute (WPI): Consigli is working collaboratively with WPI to establish their first set of workforce utilization goals on a campus construction project. Their goal will include the tracking of Worcester residents, people of color and women trade workers.

Benjamin Franklin Institute of Technology (BFIT): Consigli is assisting BFIT to establish an Industry Advisory Board to further enhance and develop their CM program. We have provided jobsite visits to their students and, most recently, hosted a class of 15 students at our Archer Donahue project in Boston.

City of Worcester, Community Benefits Agreement:

As the premiere women’s organization in Central Massachusetts, YWCA remains focused on their mission of eliminating racism and empowering women throughout the construction process. In an unprecedented move, YWCA, in partnership with Consigli signed the City of Worcester’s first community benefits agreement; in so promising an all-women led construction management team, living wage jobs with benefits and an emphasis on diversity by employing union contractors and local women and people of color.

Springfield College, New Health Sciences Center:

After performing a comprehensive trade analysis and meeting with Springfield College stakeholders, Consigli presented Springfield College with DE&I program recommendations for the New Health Science Center project. The New Health Science Center is striving to serve as a regional economic engine for local, minority and women business enterprises. The project has a 12% combined M/WBE subcontract goal, totaling \$4.9 million. In addition, Springfield College will have the City of Springfield’s Responsible Employer Ordinance, represent aspirational goals on the project - this adheres to workforce employment standards of 35% Springfield Residents, 20% People of Color, 6.9% Female and 5% Veteran.



CONSIGLI
Est. 1905

K-12 MBE/WBE PROJECT GOAL RESULTS

STOUGHTON HIGH SCHOOL



Contract Value: \$101M
Combined MBE/WBE Goal: 10.4%
Actual MBE/WBE Participation: 20.74%

AYER SHIRELY REGIONAL HIGH SCHOOL



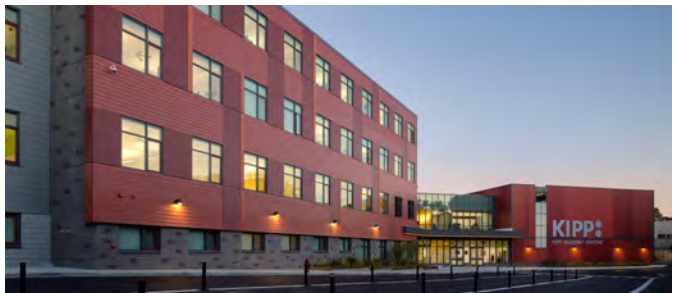
Contract Value: \$43.7M
Combined MBE/WBE Goal: 10.4%
Actual MBE/WBE Participation: 17.26%

WINCHESTER HIGH SCHOOL



Contract Value: \$107M
Combined MBE/WBE Goal: 10.4%
Actual MBE/WBE Participation: 17.3%

KIPP ACADEMY BOSTON ELEMENTARY/MIDDLE SCHOOL



Contract Value: \$16.4M
Combined MBE/WBE Goal: 10.4%
Actual MBE/WBE Participation: 30.36%

HOLBROOK PRE K-12 SCHOOL



Contract Value: \$80M
Combined MBE/WBE Goal: 10.4%
Actual MBE/WBE Participation: 16.7%

BAY PATH REGIONAL VOCATIONAL HIGH SCHOOL



Contract Value: \$58M
Combined MBE/WBE Goal: 10.4%
Actual MBE/WBE Participation: 12.92%



M. OTHER REQUIRED ATTACHMENTS



M. OTHER REQUIRED ATTACHMENTS



Included in this section are the following items:

- ▶ Offeror's DCAMM Certificate of Eligibility & Update Statement
- ▶ DCAMM Prime/General Contractor Update Statement
- ▶ Non-Collusion Affidavit
- ▶ Information Sheet
- ▶ Affidavit of Compliance
- ▶ Affidavit of Prevailing Wage Compliance
- ▶ Certification of Tax Compliance
- ▶ Certification of Non-Discrimination
- ▶ Surety Commitment Letter at 110% of the Stated Construction Cost from RFQ



CONSIGLI
Est. 1905

DCAMM CERTIFICATE OF ELIGIBILITY & UPDATE STATEMENT



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
 GOVERNOR

Email: Certification.DCAMM@mass.gov

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

KARYN E. POLITO
 LIEUTENANT GOVERNOR

First Amended and Restated
 Prime Certificate of Contractor Eligibility
 CONTRACTOR IDENTIFICATION NUMBER: 1302

This Amended and Restated Certificate Shall be Used for Submitting Prime Bids Only.

The prior Certificate of Contractor Eligibility is hereby superseded, amended and restated by this Certificate with changes to the information contained in the following Sections(s): 4, 5, 6

- 1. **CERTIFICATION PERIOD:** This Certificate is valid from May 3, 2021 to May 2, 2022*
- 2. **CONTRACTOR'S NAME:** Consigli Construction Company, Inc.
- 3. **CONTRACTOR'S ADDRESS:** 72 SUMNER ST
MILFORD, MA 01757
- 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:

Energy Management System, General Building Construction

- 5. **EVALUATIONS:**

Number of Projects Evaluated:	36
Average Project Evaluation Rating:	98
Number of Projects Below Passing:	0
- 6. **PROJECT LIMITS:**

Single Project Limit (SPL):	\$414,314,000
Aggregate Work Limit (AWL):	\$2,221,858,000
General Building Construction Limit:	\$414,314,000

7. **SUPPLIER DIVERSITY OFFICE CERTIFICATION:** N/A

Carol W. Gladstone, Commissioner

9/9/2021

Approval Date

*** 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: KT

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 not 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.

March 10, 2022
Bid Date

Consigli Construction Co., Inc.
Print Name of Prime/General Contractor

John R. Pierce School
Project Number (or
name if no number)

72 Sumner Street, Milford, MA 01757
Business Address

Town of Brookline
Awarding Authority

(508) 473-2580
Telephone Number

SIGNATURE ⇨


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 all 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 projects 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

Single Project Limit: 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 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

Matters of Form: 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)].

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) DCAM CERTIFICATE OF ELIGIBILITY. YOU MUST REPORT ALL REQUESTED INFORMATION NOT PREVIOUSLY REPORTED ON THAT DCAM APPLICATION*.

PROJECT TITLE & LOCATION	WORK CATEGORY	CONTRACT PRICE	START DATE	DATE COMPLETED
See attached on the following pages.				

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.

Part 1A - Completed Projects

Since Certificate of Eligibility was submitted on 1/29/2021

Completed Projects				
Project Title	Location	Category	Contract Amount	Start/End Dates
Needham Public Safety Building	Needham, MA	General Building Construction	60,187,442	2/4/19 - 2/18/22
U New Haven - Sim Lab Relocate	New Haven, CT	General Building Construction	47,075	12/1/21 - 2/7/22
Ipsen - One Main Consolidation	Cambridge, MA	General Building Construction	2,590,297	10/25/21 - 2/4/22
Nuvance Health - Woodstock PC	Woodstock, NY	General Building Construction	49,602	1/12/22 - 2/4/22
ARCH - TJX 550 Generator Procure	Framingham, MA	Energy Management Systems	1,288,400	5/1/21 - 1/31/22
Saratoga Casino - GFRC Base	Saratoga Springs, NY	General Building Construction	11,318	12/13/21 - 1/31/22
Pfizer - Building K Chiller	Andover, MA	General Building Construction	222,885	12/13/21 - 1/31/22
ARCH - Arlington HS EV Charger	Arlington, MA	Energy Management Systems	20,866	12/1/21 - 1/31/22
BIDMC - Basement Power & Wall	Boston, MA	General Building Construction	7,510	12/6/21 - 1/31/22
BMS - CUB Conf Room Upgrade	Devens, MA	General Building Construction	213,421	11/1/21 - 1/31/22
Raytheon - Billerica Closure	Billerica, MA	General Building Construction	286,510	11/1/21 - 1/31/22
St. Jons Seminary - Kitchen/Washroom	Brighton, MA	General Building Construction	417,929	10/4/21 - 1/31/22
Yale University - Infrastructure	New Haven, CT	General Building Construction	8,196,158	7/8/20 - 1/31/22
ARCH - OTR HVAC and Controls	Worcester, MA	Energy Management Systems	99,070	7/27/21 - 1/31/22
MEEI - 11th Floor Restrooms	Boston, MA	General Building Construction	29,820	1/10/22 - 1/28/22
MRMC - COVID Testing	Milford, MA	General Building Construction	5,000	1/4/22 - 1/25/22
Tufts MC - Floating 5 CPD	Boston, MA	General Building Construction	125,000	1/3/22 - 1/21/22
Embassy of France - Ambassador's Residence	Washington, DC	Historical Restoration	797,880	9/20/21 - 1/18/22
MRMC - Dialysis Fit Out	Milford, MA	General Building Construction	250,000	8/15/21 - 1/14/22
Bristol-Meyers Squibb - JIT Storage Expansion	Devens, MA	General Building Construction	193,615	12/6/21 - 1/14/22
Rubius - QC West Lab Renovation	Smithfield, RI	General Building Construction	1,906,650	9/1/21 - 1/14/22
Bose - Park Place ASD High Bay	Framingham, MA	General Building Construction	5,586,530	3/22/21 - 1/12/22
U New Haven - Dodds 302 & 303	West Haven, CT	General Building Construction	248,257	11/8/21 - 1/12/22
U New Haven - Charger Dry Lab	West Haven, CT	General Building Construction	117,997	11/8/21 - 1/12/22
U New Haven - Myatt Cntr Reno	West Haven, CT	General Building Construction	195,398	11/8/21 - 1/12/22
Portland Foreside - BLDG 12	Portland, ME	Historical Masonry	4,125,245	11/16/20 - 1/11/22
UMMHC - Memorial East 2 Annex	Worcester, MA	General Building Construction	5,775	12/21/21 - 1/10/22
MRMC - Basement Ceiling	Milford, MA	General Building Construction	5,001	12/13/21 - 1/7/22

Project Title	Location	Category	Contract Amount	Start/End Dates
C&W - 28 State St Lobby Reno	Boston, MA	General Building Construction	6,242,918	11/16/20 - 1/7/22
MathWorks - AH4 Pi Bar Reno	Natick, MA	General Building Construction	1,570,035	7/30/21 - 1/7/22
Northeastern - Mugar COSMO	Boston, MA	General Building Construction	2,606,812	7/26/21 - 1/5/22
Raytheon - Tewksbury Stairwell	Tewksbury, MA	General Building Construction	41,222	12/27/21 - 1/3/22
Heywood Hospital - Mechanical Infrastructure	Gardner, MA	General Building Construction	81,471	5/1/21 - 1/1/22
Albany Med - MRI Millwork	Albany, NY	General Building Construction	23,500	12/16/21 - 12/31/21
UMMHC - Mem Waiting Rm Artwork	Worcester, MA	General Building Construction	5,000	12/28/21 - 12/31/21
MEEI - Loading Dock Refresh	Boston, MA	General Building Construction	30,000	11/29/21 - 12/31/21
ARCH - Boston Atheneum HVAC Equipment	Boston, MA	Energy Management Systems	279,450	8/1/21 - 12/31/21
ARCH - 105 W First St EV Charging	Boston, MA	Energy Management Systems	44,189	5/1/21 - 12/31/21
ARCH - IBMS Portland Foreside 12	Portland, ME	Energy Management Systems	85,810	4/1/21 - 12/31/21
Harvard - Houghton Reading Room	Cambridge, MA	General Building Construction	7,602	8/18/21 - 12/31/21
WPI - Kaven Hall Reno Phase 2	Worcester, MA	General Building Construction	13,117,909	5/17/21 - 12/31/21
MSPCA - Angell CCU	Boston, MA	General Building Construction	14,429,129	7/20/20 - 12/30/2021
Maine Molecular Expansion	Saco, ME	General Building Construction	17,273,919	4/1/20 - 12/30/21
Vassar Brothers Medical Center - Inpatient Dialysis	Poughkeepsie, NY	General Building Construction	219,831	11/8/21 - 12/27/21
BIDMC - Command Center	Boston, MA	General Building Construction	102,170	11/22/21 - 12/24/21
UMMHC - Sign Removal & Wall	Worcester, MA	General Building Construction	3,000	12/14/21 - 12/22/21
Cerevel - Occupancy Improvements	Cambridge, MA	General Building Construction	287,110	4/5/21 - 12/22/21
BMS - LSCC Sink Replacement	Devens, MA	General Building Construction	12,517	12/20/21 - 12/20/21
Norfolk Naval Shipyard Elevator Replacement (Joint Venture)	Portsmouth, VA	General Building Construction	961,426	10/20/19 - 12/20/21
Harvard Law - Langdell Exp Sup	Cambridge, MA	General Building Construction	15,000	12/4/21 - 12/20/21
AOC - JAB Garage Repairs	Washington, DC	General Building Construction	5,148,073	6/1/19 - 12/18/21
UMMHC - Remove Storage Trailer	Worcester, MA	General Building Construction	3,038	12/6/21 - 12/17/21
MRMC - Lactation Office Wall	Milford, MA	General Building Construction	17,447	11/17/21 - 12/15/21
Mandarin Oriental - Veneer Rep	Boston, MA	General Building Construction	22,016	12/9/21 - 12/14/21
DivcoWest - Parcel H	Cambridge, MA	General Building Construction	179,320,708	1/21/19 - 12/13/21
Regeneron - 3-3/3-4 Explore	Tarrytown, NY	General Building Construction	5,000	11/29/21 - 12/10/21
MRMC - Wall Infill	Milford, MA	General Building Construction	13,064	12/6/21 - 12/10/21

Project Title	Location	Category	Contract Amount	Start/End Dates
St. Mary's - C4 Renovation	Lewiston, ME	General Building Construction	4,507,344	2/1/21 - 12/8/21
US General Services Administration - JFK Construction Loading Dock Floor Slab (Joint Venture)	Boston, MA	General Building Construction	761,996	12/10/20 - 12/2/21
Vertex - Cell & Genetic Therapy	Boston, MA	General Building Construction	119,815,186	7/13/20 - 12/1/21
The Catholic University of America - Ward Hall	Washington, DC	General Building Construction	4,762,088	5/15/20 - 12/1/21
MRMC - Histology	Milford, MA	General Building Construction	75,950	6/15/21 - 12/1/21
Jack Satter - Elec Panel Rplc	Revere, MA	General Building Construction	340,000	9/20/21 - 12/1/21
Harvard - Smith Center Leak Repair	Cambridge, MA	General Building Construction	10,000	9/15/21 - 12/1/21
UMMHC - Memorial IVF Artwork	Worcester, MA	General Building Construction	5,000	11/29/21 - 12/1/21
MLK Gateway - Comm Parking Lot	Washington, DC	General Building Construction	1,084,935	8/23/21 - 11/30/21
ARCH - Governors Academy EV Charging	Byfield, MA	Energy Management Systems	45,341	5/1/21 - 11/30/21
ARCH - Consigli GB1 EV Charging	Milford, MA	Energy Management Systems	81,186	5/1/21 - 11/30/21
Bristol-Meyers Squibb - Devens LSCC Storage Room	Devens, MA	General Building Construction	7,153	11/29/21 - 11/30/21
NLH - Mercy COVID 19 Assist	Portland, ME	General Building Construction	20,000	3/24/20 - 11/30/21
UMMHC - ED Vending Machine	Worcester, MA	General Building Construction	10,000	11/8/21 - 11/30/21
Jacobs - JFK Library Stair Retrofit	Dorchester, MA	General Building Construction	145,000	10/4/21 - 11/26/21
Jacobs - JFK Library Office Fitout	Dorchester, MA	General Building Construction	157,862	10/4/21 - 11/26/21
Wadsworth - Austin House Rest	Hartford, CT	Historical Restoration	95,902	10/11/21 - 11/26/21
Trustees - Crane Est Make Safe	Ipswich, MA	Historical Masonry	10,000	11/22/21 - 11/26/21
Tufts Health - Campus Reno	Canton, MA	General Building Construction	29,500,314	3/19/21 - 11/24/21
University of New Haven - Bergami Snd Mdl	West Haven, CT	General Building Construction	44,600	7/12/21 - 11/19/21
MRMC - Hill Bldg Facade Clean	Milford, MA	Historical Masonry	10,000	11/15/21 - 11/19/21
First Bap Church - Newton Expl	Newton, MA	Historical Masonry	5,500	11/16/21 - 11/18/21
Tufts Health - E and W Garage Rep	Canton, MA	General Building Construction	3,769,402	6/28/21 - 11/15/21
ARCH - Brown Ship St Lab Pilot	Providence, RI	Energy Management Systems	11,545	11/1/21 - 11/15/21
Colby College - Athletic Center	Waterville, ME	General Building Construction	161,942,833	8/1/17 - 11/12/21
BIDMC - EC Booster Pump	Boston, MA	General Building Construction	25,850	10/1/21 - 11/12/21
YNHHS - Milford Hospital Boiler	Milford, CT	General Building Construction	936,171	7/5/21 - 11/11/21
Camber - Wareham Investigation	Boston, MA	General Building Construction	5,860	11/10/21 - 11/10/21
UMMHC - Arthritis Center Door	Worcester, MA	General Building Construction	3,100	11/1/21 - 11/5/21
Vertex - VMC Warehouse Expansion	Boston, MA	General Building Construction	9,644,211	1/27/21 - 11/5/21
WPI - New Academic Building	Worcester, MA	General Building Construction	61,790,090	10/11/19 - 12/21/21

Project Title	Location	Category	Contract Amount	Start/End Dates
AOC - Olmsted Terrace	Washington, DC	Historical Restoration	3,364,015	7/8/19 - 11/3/21
Regeneron - 8-3/8-4 Restack	Tarrytown, NY	General Building Construction	3,364,015	7/27/21 - 11/1/21
UMMHC - Lakeside Level A STARC	Worcester, MA	General Building Construction	34,559	1/11/21 - 10/31/21
UMMHC - South Bathrooms	Worcester, MA	General Building Construction	399,218	1/29/21 - 10/31/21
UMMHC - Noonan Concourse	Worcester, MA	General Building Construction	26,154	11/27/20 - 10/31/21
ARCH - DYS Middleton/Various Locations	Roslindale, MA, Westborough, MA, , Middleton, MA	Energy Management Systems	970,582	5/10/21 - 10/31/21
ARCH - Fessendon Science Center Support	Newton, MA	Energy Management Systems	2,700	7/1/21 - 10/31/21
UMMHC - East 5 Offices	Worcester, MA	General Building Construction	30,000	3/29/21 - 10/31/21
ARCH - Nestle Exhaust Fan Duct Replacement	Framingham, MA	Energy Management Systems	58,990	6/7/21 - 10/31/21
ARCH - Nestle Steam Vent Repair	Framingham, MA	Energy Management Systems	32,068	4/24/21 - 10/31/21
600 Harrison Ave Water Leak	Boston, MA	General Building Construction	100,000	5/15/21 - 10/30/21
Regeneron - Bldg 6 Boardroom IC	Tarrytown, NY	General Building Construction	1,297,205	6/21/21 - 10/29/21
MRMC - Histology Closet	Milford, MA	General Building Construction	20,000	10/11/21 - 10/29/21
ARCH - BC Building IQ Support	Chestnut Hill, MA	General Building Construction	15,935	9/29/21 - 10/29/21
GWU - Honey W. Nashman Raze	Washington, DC	General Building Construction	406,989	7/13/21 - 10/29/21
UMMHC - University SOC	Worcester, MA	General Building Construction	849,168	12/21/20 - 10/27/21
BIDMC - Westwood Sound Mitigate	Boston, MA	General Building Construction	29,412	10/1/21 10/22/21
WAM - Silver Vault	Hartford, CT	General Building Construction	137,036	8/23/21 - 10/22/21
Saratoga Casino - Shack Reno	Saratoga Springs NY	General Building Construction	45,000	10/4/21 - 10/22/21
UMMHC - H1 Rad Holding Area	Worcester, MA	General Building Construction	12,356	10/13/21 - 10/22/21
Harvard Business School - Kresge West Dean House	Boston, MA	General Building Construction	3,212,719	6/1/21 - 10/15/21
ARCH - MRMC Dialysis Reno BAS	Milford, MA	Energy Management Systems	8,707	9/13/21 - 10/15/21
Vassar College - Pratt House	Poughkeepsie, NY	General Building Construction	465,417	5/4/21 - 10/15/21
ARCH - SGH Engineering Services	Waltham, MA	General Building Construction	5,440	9/27/21 - 10/15/21
NRF - Misc Masonry Repairs	Newport, RI	Masonry Restoration	18,500	9/27/21 - 10/15/21
Lawrence and Memorial Hospital - 200 Wing Window Replace	New London, CT	General Building Construction	1,056,607	5/10/21 - 10/12/21
Bose - Park Place Parking Lot	Framingham, MA	General Building Construction	2,384,214	6/1/21 - 10/7/21
Norfolk Naval Shipyard (B276) Floor 1 Admin Reno (Joint Venture)	Portsmouth, VA	General Building Construction	781,164	10/20/19 - 10/5/21
NLH - EMMC Cath Lab 2021	Bangor, ME	General Building Construction	1,103,985	5/17/21 - 10/5/21

Project Title	Location	Category	Contract Amount	Start/End Dates
MLK Gateway - Phase 1	Washington, DC	General Building Construction	10,544,204	12/16/19 - 10/4/21
MLK Gateway - Enlightened TI	Washington, DC	General Building Construction	2,212,666	1/22/21 - 10/4/21
UMMHC - Level A Concrete Rep	Worcester, MA	General Building Construction	9,327	9/27/21 - 10/1/21
BIDMC - Morgue Cooler Demo	Boston, MA	General Building Construction	7,381	9/27/21 - 10/1/21
deCordova Museum - Floor Repairs	Lincoln, MA	General Building Construction	14,380	9/27/21 - 10/1/21
BIDMC - EC Sub Basement	Boston, MA	General Building Construction	19,964	9/20/21 - 10/1/21
VMC - Maintenance & Spare Parts	Boston, MA	General Building Construction	1,906,501	5/1/21 - 9/30/21
ARCH - BC RCx of Chiller Plant	Chestnut Hill, MA	Energy Management Systems	23,300	4/1/21 - 9/30/21
ARCH - Other Cape Energy Storage	Provincetown, MA	Energy Management Systems	25,979	1/25/21 - 9/30/21
UMMHC - EMH Pedi Waiting	Worcester, MA	General Building Construction	71,250	5/5/21 - 9/30/21
ARCH - MSPCA CCU BAS	Boston, MA	Energy Management System	211,178	9/25/20 - 9/30/21
ARCH - MRSD Recommissioning 21	Chatham, MA	Energy Management Systems	9,586	8/9/21 - 9/30/21
Maine State House - Summer 2021	Augusta, ME	General Building Construction	37,087	7/6/21 - 9/30/21
NEU - Mugar Lab Chiller Replace	Boston, MA	General Building Construction	1,225,374	4/1/21 - 9/30/21
Asturian - ABA Chairlift (Joint Venture)	Bethesda, MD	General Building Construction	185,571	4/26/21 - 9/30/21
AbbVie - Decompression Phase 2	Worcester, MA	General Building Construction	7,493,744	6/1/20 - 9/30/21
University of New Haven - Charger Counseling	West Haven, CT	General Building Construction	566,625	7/12/21 - 9/29/21
YNHH - BHMC CT Scanner	Milford, CT	General Building Construction	1,072,104	5/20/21 - 9/28/21
deCordova Museum - Chiller Replacement	Lincoln, MA	General Building Construction	20,000	9/15/21 - 9/28/21
Northern Light Health - Mercy Ambulatory Surgery	Portland, ME	General Building Construction	17,611,467	5/18/20 - 9/24/21
MIT - Stata Ctr Plaza Explor	Cambridge, MA	General Building Construction	7,950	9/20/21 - 9/24/21
ARCH - Mary Baker Eddy BAS	Newton, MA	Energy Management System	256,836	9/25/20 - 9/17/21
UMMHC - Blood Bank	Worcester, MA	General Building Construction	78,033	8/31/20 - 9/15/21
BIDMC - WC Pharm Raised Floor	Boston, MA	General Building Construction	15,001	6/1/21 - 9/15/21
Dawson Pool Boiler Replacement	Gardner, MA	General Building Construction	22,890	9/6/21 - 9/15/21
MIT - Vassar Street Water Test	Cambridge, MA	General Building Construction	7,882	9/14/21 - 9/14/21
UMMHC - Power Plant Concrete Rep	Worcester, MA	General Building Construction	18,399	8/30/21 - 9/11/21
NGA - Bathroom Renovations	Washington, DC	General Building Construction	238,774	6/28/21 - 9/10/21
MEEI SERI - Stairwell E Hatch	Boston, MA	General Building Construction	9,650	9/1/21 - 9/6/21

Project Title	Location	Category	Contract Amount	Start/End Dates
Hanover Insurance - SW4 Bath/Kitchen	Worcester, MA	General Building Construction	520,994	5/3/21 - 9/3/21
Pfizer - Andover F1 WE Office	Andover, MA	General Building Construction	2,589,784	2/22/21 - 9/3/21
BIDMC - FD Basement Project 7	Boston, MA	General Building Construction	1,939,778	6/1/20 - 9/3/21
Bates College - Science Buildings	Lewiston, ME	General Building Construction	43,287,744	3/18/19 - 9/1/21
UMMHC - University Loading Dock	Worcester, MA	General Building Construction	1,265,311	10/12/20 - 8/31/21
MRMC - 3rd Floor Casework Prep	Milford, MA	General Building Construction	17,950	8/14/21 - 8/31/21
ARCH - MSPCA CCU Fiber Homerun, Boston, MA	Boston, MA	Energy Management Systems	9,745	5/3/21 - 8/31/21
MEEI SERI - Rain Leader Support	Boston, MA	General Building Construction	6,839	8/27/21 - 8/30/21
The Country Club	Chestnut Hill, MA	General Building Construction	14,905,296	6/29/20 - 8/30/21
NHC - Beverly Hospital IR	Beverly, MA	General Building Construction	505,818	6/28/21 - 8/28/21
BMS - LOC Air Filter Replacement	Devens, MA	General Building Construction	272,409	7/19/21 - 8/27/21
Skidmore - Howe Hall Bathroom, Saratoga Springs, NY	Saratoga Springs, NY	General Building Construction	389,711	6/7/21 - 8/27/21
UMMHC - Memorial Signage	Worcester, MA	General Building Construction	14,686	11/1/20 - 8/27/21
Trustees - Naumkeag Masonry Step, Stockbridge, MA	Stockbridge MA	Historical Masonry	20,101	8/23/21 - 8/27/21
University of New Haven - Emergency Generators, West Haven, CT	West Haven, CT	General Building Construction	29,155	8/22/21 - 8/24/21
Northern Light Health -Mercy Hospital MOB Reno	Portland, ME	General Building Construction	3,800,465	11/2/20 - 8/23/21
UMMHC - South 504 Bathroom, Worcester, MA	Worcester, MA	General Building Construction	126,487	5/6/21 - 8/23/21
University of New Haven - Dodd's Smart Clsrm, West Haven, CT	West Haven, CT	General Building Construction	31,378	7/12/21 - 8/20/21
Harvard - Gore Hall PCA Mods, Cambridge, MA	Cambridge, MA	General Building Construction	192,593	7/12/21 - 8/20/21
UMMHC - Endoscopy, Worcester, MA	Worcester, MA	General Building Construction	163,804	6/21/21 - 8/15/21
Pembroke 245 Summer Demo	Boston, MA	General Building Construction	36,153	8/13/21 - 8/14/21
Related Beal - Innovation Square Phase 2, Boston, MA	Boston, MA	General Building Construction	7,623,417	9/30/19 - 8/12/21
Sacred Heart University Upper Quad Residential Hall Phase 3, Fairfield, CT	Fairfield, CT	General Building Construction	81,401,190	4/15/19 - 8/6/21
UNH - Buckman Hall Doors, West Haven, CT	West Haven, CT	General Building Construction	1,913	8/4/21 - 8/6/21
St. Rose - Dining Hall, Albany, NY	Albany, NY	General Building Construction	1,387,991	5/10/21 - 8/6/21
MRMC - Dana Farber Façade Repair	Milford, MA	General Building Construction	35,000	6/28/21 - 8/2/21
UMMHC - Vaccine Clin Front St, Worcester, MA	Worcester, MA	General Building Construction	33,426	1/22/21 - 8/1/21

Project Title	Location	Category	Contract Amount	Start/End Dates
UMMHC - Benedict 2 210/210A, Worcester, MA	Worcester, MA	General Building Construction	12,000	3/8/21 - 8/1/21
UMMHC - University Signage, Worcester, MA	Worcester, MA	General Building Construction	3,884	3/22/21 - 8/1/21
UMMHC - H4 Dialysis Acid, Worcester, MA	Worcester, MA	General Building Construction	1,551	4/2/21 - 8/1/21
UMMHC - East 470 Bathroom, Worcester, MA	Worcester, MA	General Building Construction	82,076	4/29/21 - 8/1/21
ARCH - MRSD Upgrade Rcx, Chatham, MA	Chatham, MA	Energy Management Systems	32,788	2/8/21 - 7/31/21
North River - 28 Fitchburg St, Somerville, MA	Somerville, MA	General Building Construction	1,480,751	2/8/21 - 8/1/21
RDP - 383 Commercial Street, Portland, ME	Portland, ME	General Building Construction	45,029,680	12/10/18 - 7/31/21
Sphinx - Building Cleaning, Hanover, NH	Hanover, NH	General Building Construction	20,000	7/19/21 - 7/30/21
UMMHC - COVID Swapping Room	Worcester, MA	General Building Construction	4,500	3/22/21 - 7/30/21
SHC - SEMC Cath Lab, Boston, MA	Boston, MA	General Building Construction	455,138	4/5/21 - 7/26/21
UMMHC - Elevator Fire Rating, Worcester, MA	Worcester, MA	General Building Construction	15,056	6/28/21 - 7/23/21
MassMutual - Office Fit Out, Boston, MA	Boston, MA	General Building Construction	48,856	6/28/21 - 7/20/21
UMMHC - EB1-105 Door Install, Worcester, MA	Worcester, MA	General Building Construction	565	7/5/21 - 7/16/21
Talbott and Arding - 202 Allen St, Hudson, NY	Hudson, NY	General Building Construction	1,130,201	3/1/21 - 7/16/21
NEU Mugar RODI, Boston, MA	Boston, MA	General Building Construction	281,979	5/24/21 - 7/16/21
UMMHC - Memorial ED STARC, Worcester, MA	Worcester, MA	General Building Construction	4,297	6/15/20 - 7/10/21
UMMHC - S5 Clinical Wing STARC, Worcester	Worcester, MA	General Building Construction	4,053	1/15/21 - 7/10/21
Georgetown Heritage - Dry Dock, Washington, DC	Washington, DC	General Building Construction	44,052	6/25/21 - 7/9/21
National City Church - Phase 1A, Washington, DC	Washington, DC	General Building Construction	2,000,065	2/2/21 - 7/8/21
NEU - Mugar Ionescu Lab, Boston, MA	Boston, MA	General Building Construction	596,308	2/18/21 - 7/2/21
ARCH - SGH Temp/Humidity Monitor, Waltham, MA	Waltham, MA	Energy Management Systems	3,650	6/22/21 - 7/2/21
BC - Higgins Room 160 Finishes, Chestnut Hill, MA	General Building Construction	General Building Construction	12,773	6/21/21 - 7/2/21
UMMHC - Memorial ED Bay Doors, Worcester, MA	General Building Construction	General Building Construction	42,993	12/7/20 - 7/1/21
MIT Lincoln Laboratory - L-126 Laser Lab, Lexington, MA	Lexington, MA	General Building Construction	497,117	11/30/20 - 7/1/21
MIT Lincoln Laboratory - L-Infrastructure, Lexington, MA	Lexington, MA	General Building Construction	1,022,029	11/30/20 - 7/1/21
MIT Lincoln Laboratory - L-400 Secure Lab, Lexington, MA	Lexington, MA	General Building Construction	1,680,432	11/30/20 - 7/1/21
ARCH - Bates Science ATC QC, Lewiston, ME	Lewiston, ME	Energy Management System	42,440	10/19/20 - 6/30/21
UMMHC - DCU Covid Response II	Worcester, MA	General Building Construction	274,489	11/21/20 - 6/25/21
NEU - Mugar Bai & Willits Labs, Boston, MA 02115	Boston, MA	General Building Construction	683,588	2/22/21 - 6/23/21

Project Title	Location	Category	Contract Amount	Start/End Dates
Ford's Theatre HVAC Upgrades, Washington, DC	Washington, DC	Energy Management Systems	106,235	6/7/21 - 6/18/21
TJX 770 Skylight Support, Framingham, MA	Framingham, MA	General Building Construction	61,343	6/7/21 - 6/18/21
UMMHC - Hospital Fire Pump, Worcester, MA	Worcester, MA	General Building Construction	953,170	10/1/20 - 6/18/21
UMMHC - Lakeside 3 STARC Demo, Worcester, MA	Worcester, MA	General Building Construction	3,107	6/9/21 - 6/18/21
UMMHC - Lakeside ED STARC, Worcester, MA	Worcester, MA	General Building Construction	38,256	6/15/20 - 6/15/21
BC - Igancio Tower A PTAC, Chestnut Hill, MA	Chestnut Hill, MA	General Building Construction	199,057	6/1/21 - 6/15/21
UMMHC - 5 West STARC, Worcester, MA	Worcester, MA	General Building Construction	42,874	1/15/21 - 6/15/21
Project Place - Acc Façade Rep, Boston, MA	Boston, MA	General Building Construction	50,000	6/8/21 - 6/12/21
UMMHC - Shelterlogic, Worcester, MA	Worcester, MA	General Building Construction	8,486	6/7/21 - 6/11/21
UMMHC - H7 Flooring #2, Worcester, MA	Worcester, MA	General Building Construction	5,477	3/22/21 - 6/8/21
Woods Hole Oceanographic Institution - New Quissett Facility, Woods Hole, MA	Woods Hole, MA	General Building Construction	21,743,324	3/23/20 - 6/4/21
Ipsen - Filter Rack Install	Cambridge, MA	General Building Construction	66,558	11/1/20 - 6/4/21
MMC - Scarborough MOB, Scarborough, ME	Scarborough, ME	General Building Construction	38,635,099	11/11/19 - 6/2/21
UMMHC - MB1-037, Worcester, MA	Worcester, MA	General Building Construction	4,521	12/28/20 - 6/1/21
UMMHC - Memorial ED Overflow, Worcester, MA	Worcester, MA	General Building Construction	2,456	11/16/20 - 6/1/21
UMMHC - University Waiting Room, Worcester, MA	Worcester, MA	General Building Construction	24,581	11/16/20 - 6/1/21
UMMHC - South 2 Refresh	Worcester, MA	General Building Construction	2,191,945	1/1/21 - 6/1/21
UMMHC - Memorial Campus Small, Worcester, MA	Worcester, MA	General Building Construction	510,511	6/17/19 - 6/1/21
UMMHC - University Campus Small, Worcester, MA	Worcester, MA	General Building Construction	422,197	6/17/19 - 6/1/21
BIDMC Omnicell Staging Support, Boston, MA	Boston, MA	General Building Construction	27,043	5/1/21 - 5/30/21
UMMHC - Remillard Lobby STARC, Worcester, MA	Worcester, MA	General Building Construction	3,324	12/8/20 - 5/28/21
UMMHC - Facilities Lab, Worcester, MA	Worcester, MA	General Building Construction	30,000	4/13/21 - 5/21/21
Netherlands - Carillon Bell, Washington, DC	Washington, DC	Historical Restoration	140,950	Phase 1: 10/14/19 - 10/23/19; Phase 2: 4/1/21 - 5/15/21
Shrewsbury ASC Flooring Repairs, Shrewsbury, MA	Shrewsbury, MA	General Building Construction	12,497	5/1/21 - 5/15/21
Wadsworth Antheneum Museum of Art - Gray Court Wall	Hartford, CT	General Building Construction	68,000	4/26/21 - 5/14/21
Harvard - Wrestling Addition, Cambridge, MA	Cambridge, MA	General Building Construction	5,110,886	11/23/20 - 5/5/21

Project Title	Location	Category	Contract Amount	Start/End Dates
Patina - Hub Hall, Boston, MA	Boston, MA	General Building Construction	37,300	2/15/21 - 5/3/21
MGB - Urgent Care Referesh, Boston, MA	Boston, MA	General Building Construction	131,111	4/5/21 - 4/30/21
MCAAD - 5th Floor, Washington, DC	Washington, DC	General Building Construction	2,997,868	11/2/20 - 4/30/21
Tishman Speyer - 131 Oliver Lobby/6th Flr, Boston, MA	Boston, MA	General Building Construction	6,295,172	10/26/20 - 4/30/21
Trustees - Crane Estate Stair, Ipswich, MA	Ipswich, MA	Historical Masonry	41,858	3/29/21 - 4/30/21
SEMC - ED CT Upgrade Precon, Boston, MA	Boston, MA	General Building Construction	4,352	3/26/21 - 4/30/21
UMass Amherst - CHP Expansion	Hadley, MA	General Building Construction	13,834,510	4/6/20 - 4/23/21
Northwell - Riverhead Façade, Riverhead, NY	Riverhead, NY	General Building Construction	276,601	2/14/21 - 4/20/21
Georgetown University - Townhomes Phase 2, Washington, DC	Washington, DC	General Building Construction	972,908	1/12/21 - 4/16/21
First Parish Brookline Chimney, Brookline, MA	Brookline, MA	General Building Construction	4,480	3/22/21 - 4/15/21
MMC - Hutchins Dr. Admin Office, Portland, ME	Portland, ME	General Building Construction	225,974	2/19/21 - 4/15/21
MRMC - Behavioral Door, Milford, MA	Milford, MA	General Building Construction	12,100	2/24/21 - 4/15/21
MathWorks - AH1 FI2 & 3 Reno, Natick, MA	Natick, MA	General Building Construction	11,358,965	8/3/20 - 4/15/21
UMMHC - Benedict Millwork, Worcester, MA	Worcester, MA	General Building Construction	14,326	2/26/21 - 4/15/21
Web Industries - COVID Test Mfg, Dayville, CT	Dayville, CT	General Building Construction	6,505,136	11/31/20 - 4/9/21
BIDMC - Feldberg	Boston MA	General Building Construction	8,473,623	10/1/13 - 4/1/21
TR - Harvard Fruitland Fence, Harvard, MA	Harvard, MA	General Building Construction	15,513	3/22/21 - 4/1/21
Harvard - Smith Apollo Valve	Cambridge, MA	General Building Construction	100,000	1/25/21 - 3/31/21
UMass Boston - REAB, Dorchester, MA	Dorchester, MA	General Building Construction	36,320,219	1/7/19 - 3/31/21
ARE - 161 First Street, Cambridge, MA	Cambridge, MA	General Building Construction	8,609,420	8/19/19 - 3/15/21
ARCH - Nestle Exhaust Fan Repair, Framingham, MA	Framingham, MA	Energy Management Systems	13,567	3/12/21 - 3/13/21
ARE - 50 Rogers Street, Cambridge, MA	Cambridge, MA	General Building Construction	78,137,324	6/18/18 - 3/9/21
Providence Diocesan Cathedral, Providence, RI	Providence, RI	Historical Masonry	3,529,045	6/25/20 - 3/5/21
SGH - 75 Clarendon St. Window, Boston, MA	Boston, MA	General Building Construction	4,500	2/3/21 - 3/5/21
ARCH - Web Industries HVAC ATC, Dayville, CT	Dayville, CT	Energy Management System	1,664,480	11/16/20 - 2/28/21
Raytheon CCA Standby Generator, Andover, MA	Andover, MA	General Building Construction	205,761	9/14/20 - 2/26/21
UMMHC - ACC Pharmacy, Worcester, MA	Worcester, MA	General Building Construction	872,251	7/21/20 - 2/26/21
BSU - Arts Center MEP Support, Bridgewater, MA	Bridgewater, MA	General Building Construction	14,970	1/20/21 - 2/25/21

Project Title	Location	Category	Contract Amount	Start/End Dates
Shields - Medford MOB, Medford, MA	Medford, MA	General Building Construction	14,034,412	12/9/19 - 2/22/21
Norfolk Naval Shipyard (B003) Main Floor Lobby, Portsmouth, VA (Joint Venture)	Portsmouth, VA	General Building Construction	196,687	10/20/19 - 2/19/21
UMMHC - Levine SOC, Worcester, MA	Worcester, MA	General Building Construction	247,956	4/10/19 - 2/19/21
Dumbarton Oaks - Main House Int, Washington, DC	Washington, DC	General Building Construction	880,681	1/21/20 - 2/17/21
UMMHC - SOC Life Safety, Worcester, MA	Worcester, MA	General Building Construction	197,591	6/1/20 - 2/15/21
Steward Health Care - St. Elizabeth's Medical Center Connell 6 Med/Surg, Brighton, MA	Brighton, MA	General Building Construction	5,656,833	9/10/20 - 2/12/21
Sacred Heart University - West Campus South Lobby, Fairfield, CT	Fairfield, CT	General Building Construction	14,005,779	11/15/19 - 2/11/21
PPAC - Façade Repairs, Providence, RI	Providence, RI	Masonry Restoration	1,800,136	7/13/20 - 2/5/21
UMMHC - H4 Rehab TD Carpet, Worcester, MA	Worcester, MA	General Building Construction	6,646	1/25/21 - 2/5/21
MRMC - Covid Area Flooring, Milford, MA	Milford, MA	General Building Construction	10,833	1/29/21 - 2/3/21
CRDA - XL Center Chiller Plant, Hartford, CT	Hartford, CT	General Building Construction	6,448,044	5/11/20 - 2/1/21
ARCH - Concord Public School AHU Control, Concord MA	Concord, MA	Energy Management Systems	20,050	11/30/20 - 1/31/21
ARCH - MSPCA ERV-1 Exhaust Fan, Boston, MA	Boston, MA	Energy Management Systems	3,426	1/25/21 - 1/29/21
UMMHC - L2-ICU Glove Box Install, Worcester, MA	Worcester, MA	General Building Construction	1,530	1/4/21 - 1/31/21
UMMHC - H1 Rad Holding Area, Worcester, MA	Worcester, MA	General Building Construction	4,012	1/4/21 - 1/29/21
UMMHC - Lakeside 3 STARC Wall, Worcester, MA	Worcester, MA	General Building Construction	6,416	9/7/20 - 1/29/21
ARCH - BB&N Middle School BAS, Cambridge, MA	Cambridge, MA	Energy Management Systems	36,400	12/21/20 - 1/29/21
ARCH - Governors Dogget Dorm, Byfield, MA	Byfield, MA	Energy Management System	53,323	11/2/20 - 1/29/21
Taj Hotel - Rooftop Restaurant, Boston, MA	Boston, MA	General Building Construction	7,496,409	6/1/20 - 1/29/21
Norfolk Naval Shipyard (B269, B270, B297) Structural Supports, Portsmouth, VA (Joint Venture)	Portsmouth, VA	General Building Construction	1,547,015	10/20/19 - 1/20/21
Steward Health Care - SAH Pharmacy Reno, Fall River, MA	Fall River, MA	General Building Construction	2,669,944	2/17/20 - 1/19/21
Northeastern University - Mugar COS/COE New Faculty, Boston, MA	Boston, MA	General Building Construction	584,704	8/31/20 - 1/15/21
UNH - Westside Hall Catering, West Haven, CT	West Haven, CT	General Building Construction	445,097	8/31/20 - 1/15/21
Raytheon - Building 2 Restrooms, Marlborough, MA	Marlborough, MA	General Building Construction	172,647	9/14/20 - 1/15/21
UMMHC - East 5 NICU Flooring, Worcester, MA	Worcester, MA	General Building Construction	163,102	9/14/20 - 1/14/21

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

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
See attached on the following pages.	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone

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? YES NO

If you have answered YES to either question, explain. _____

Part 1B - Completed Project References

Completed Projects					
Project Title	Owner Designer GC	Company Name	Contact Person	Telephone	Email
Needham Public Safety Building	Owner Designer GC	Town of Needham Kaestle Boos Associates, Inc. Consigli Construction	Stephen Gentile Keith Mercy Christian Riordan	(781)455-7500 (508)549-9906 (508)473-2580	kmercy@kba-architects.com
U New Haven - Sim Lab Relocate	Owner Designer GC	University of New Haven Consigli Construction	Karen Lockwood Joshua Sylvester	(203) 932-7199	lockwood@newhaven.edu jsylvester@consigli.com
Ipsen - One Main Consildation	Owner Designer GC	Ipsen Biopharmaceuticals, Inc OTJ Consigli Construction	John Lynch Michelle Yack Erick Lacy	617-729-2606	john.lynch@ipsen.com yack@otj.com elacy@consigli.com
Nuvance Health - Woodstock PC	Owner Designer GC	Nuvance Health Consigli Construction	Michael Zolnik Timothy Barry	845-224-7234	Michael.Zolnik@NuvanceHealth.org tbarry@consigli.com
ARCH - TJX 550 Generator Procure	Owner Designer GC	Consigli Construction	Gregory O'Donnell	774-278-0482	gdonnell@consigli.com
Saratoga Casino - GFRC Base	Owner Designer GC	Consigli Construction	Kailash Viswanathan	508-473-2580	kviswanathan@consigli.com
Pfizer - Building K Chiller	Owner Designer GC	Saratoga Casino Holdings, LLC Consigli Construction	Clyde Starkey Jennifer Rand	518-581-5703	cstarkey@saratogacasino.com rand@consigli.com
Pfizer - Building K Chiller	Owner Designer GC	Pfizer Inc. Consigli Construction	Stavroula Meimeteas Erick Lacy	617-791-2400	stavroula.meimeteas@pfizer.com elacy@consigli.com
ARCH - Arlington HS EV Charger, Arlington, MA	Owner Designer GC	Consigli Construction	John LaMarre		ilamarre@consigli.com
		Consigli Construction	Kailash Viswanathan		kviswanathan@consigli.com
BIDMC - Basement Power & Wall	Owner Designer GC	Beth Israel Deaconess Medical Center Consigli Construction	Thomas Cote S. O'Keefe	617-975-9917	tcote@bidmc.harvard.edu sokeefe@consigli.com
BMS - CUB Conf Room Upgrade	Owner Designer GC	Bristol Myers Squibb Stantec Architects	Rachel Sudol Erick Lacy	(508) 416-7572	rachel.sudol@bms.com elacy@consigli.com
Raytheon - Billerica Closure	Owner Designer GC	Raytheon Technologies Consigli Construction	Dan Thompson Erick Lacy	(978) 284-0095	daniel.i.thompson@raytheon.com elacy@consigli.com
St. Jons Seminary - Kitchen/Washroom	Owner Designer GC	St. Johns Seminary Consigli Construction	Daneil Moore Mark Morrow	617-549-6841	daniel.moore@sis.edu mmorrow@consigli.com
Yale University - Infrastructure	Owner Designer GC	Yale University Vanderweil Engineers Consigli Construction	Doug Kapp Victor Ciancetta	860-526-9448 508-473-2580	vciancetta@consigli.com
ARCH - OTR HVAC and Controls	Owner Designer GC	Consigli Construction	Mark Morrow	774-573-9145	mmorrow@consigli.com
		ARCH	Kailash Viswanathan	508-473-2580	kviswanathan@consigli.com
MEEI - 11th Floor Restrooms	Owner Designer GC	Mass Eye and Ear Consigli Construction	Meghan A. Elwell Mark Morrow	617-388-5768	meghan_elwell@meei.harvard.edu mmorrow@consigli.com
MRMC - COVID Testing	Owner Designer GC	Milford Regional Medical Center Consigli Construction	Joseph Boczanowski Mark Morrow	508-422-2496	joeboz@milreg.org mmorrow@consigli.com
Tufts MC - Floating 5 CPD	Owner Designer GC	Tufts Medical Center Consigli Construction	Gina Hale Stephanie O'Brien	(631) 258-6808	ghale@tuftsmedicalcenter.org sobrien@consigli.com
Embassy of France - Ambassador's Residence	Owner Designer GC	Embassy of France in the United States Quinn Evans Architects Consigli Construction	M. Erik Columbeau Jeff Luker Phil Brault	202-591-2509	jluker@quinnevas.com pbrault@consigli.com
MRMC - Dialysis Fit Out	Owner Designer GC	Milford Regional Medical Center Consigli Construction	Nicole Thyne Mark Morrow	508-422-2971 508-473-2580	nthyne@milreg.org mmorrow@consigli.com
Bristol-Meyers Squibb - JIT Storage Expansion	Owner Designer GC	Bristol Myers Squibb Architectural Resources Cambridge Consigli Construction	Rachel Sudol TBD Erick Lacy	(508) 416-7572	rachel.sudol@bms.com elacy@consigli.com
Rubius - QC West Lab Renovation	Owner Designer GC	Rubius Therapeutics E4H Architecture Consigli Construction	Craig Roundtree Jeffrey Erath Erick Lacy	401-644-6071 617-772-0260 508-473-2580	craig.roundtree@rubiuuxt.com jerath@e4harchitecture.com elacy@consigli.com
Bose - Parl Place ASD High Bay	Owner Designer GC	Bose Corporation Gensler Consigli Construction	Jim Lentini Lori Begey Erick Lacy	508-766-6386 617-619-5895 508-473-2580	james.lentini@bose.com lori.begey@gensler.com elacy@consigli.com
U New Haven - Dodds 302 & 303	Owner Designer GC	University of New Haven Richard Turlington Architects Consigli Construction	Karen Lockwood Richard Turlington Joshua Sylvester	(203) 932-7199 (203) 772-2459	lockwood@newhaven.edu richard@rt-arch.com jsylvester@consigli.com

Project Title	Owner Designer GC	Company Name	Contact Person	Telephone	Email
U New Haven - Charger Dry Lab	Owner Designer GC	University of New Haven Richard Turlington Architects Consigli Construction	Karen Lockwood Richard Turlington Joshua Sylvester	(203) 932-7199 (203) 772-2459	klockwood@newhaven.edu richard@rt-arch.com jsylvester@consigli.com
U New Haven - Myatt Cntr Reno	Owner Designer GC	University of New Haven Richard Turlington Architects Consigli Construction	Karen Lockwood Richard Turlington Joshua Sylvester	(203) 932-7199 (203) 772-2459	klockwood@newhaven.edu richard@rt-arch.com jsylvester@consigli.com
Portland Foreside - BLDG 12	Owner Designer GC	Portland Foreside Development Co. Bruner/Cott Architects Consigli Construction	Casey Prentice Lawrence Cheng Tom Weeks	207-517-1100 617-492-8400 508-473-2580	cwp@portlandforeside.com lcheng@brunercott.com tweeks@consigli.com
UMMHC - Memorial East 2 Annex	Owner Designer GC	UMass Memorial Healthcare Consigli Construction	Ryan Burns B. Hamilton	508-334-8414	Ryan.Burns@umassmemorial.org bhamilton@consigli.com
MRMC - Basement Ceiling	Owner Designer GC	Milford Regional Medical Center Consigli Construction	Joseph Boczanowski Mark Morrow	508-422-2496	joebox@milreg.org mmorrow@consigli.com
C&W - 28 State St Lobby Reno	Owner Designer GC	Cushman & Wakefield CBT Consigli Construction	Daniel Wells Elaine Chan Tony Serrano	617-830-1595 617-262-4354 508-473-2580	daniel.wells@cushwake.com chan@cbtarchitects.com Aserrano@consigli.com
MathWorks - AH4 Pi Bar Reno	Owner Designer GC	The MathWorks Gensler Consigli Construction	Fran Noval Ryan Jennette	508-473-2580	fnoval@gensler.com riennette@consigli.com
Northeastern - Mugar COSMO	Owner Designer GC	Northeastern University Goody Clancy Architects Consigli Construction	Marc Yokel Tony Serrano	774-888-7935 508-473-2580	m.yokel@northeastern.edu aserrano@consigli.com
Raytheon - Tewksbury Stairwell	Owner Designer GC	Raytheon Technologies Consigli Construction	Shawn Krawczyk Erik Lacy	781-790-3519	shawn.w.krawczyk@raytheon.com elacy@consigli.com
Heywood Hospital - Mechanical Infrastructure	Owner Designer GC	Royal Steam Heater Co. Consigli Construction	David Drake Mark Morrow	508-331-2903 508-473-2580	duck@royalsteamheater.com mmorrow@consigli.com
Albany Med - MRI Millwork	Owner Designer GC	Albany Medical Center Consigli Construction	Teresa Quartironi Jennifer Rand	518-262-8436	quartiti@amc.edu jrand@consigli.com
UMMHC - Mem Waiting Rm Artwork, Worcester, MA	Owner Designer GC	UMass Memorial Healthcare Consigli Construction	Mary O'Looney Brian Hamilton	617 485 4823	Mary.Olooney@umassmemorial.org bhamilton@consigli.com
MEEI - Loading Dock Refresh	Owner Designer GC	Mass Eye and Ear Infirmary Consigli Construction	Jaketerina Shelley Mark Morrow	617.573.6530	Jekaterina_Shelley@MEEI.HARVARD.EDU mmorrow@consigli.com
ARCH - Boston Atheneum HVAC Equipment	Owner Designer GC	Consigli Construction	Eric Thiboutot Kailash Viswanathan	508-473-2580 508-473-2580	ethiboutot@consigli.com kviswanathan@consigli.com
ARCH - 105 W First ST EV Charging	Owner Designer GC	Consigli Construction	Alex Carr Kailash Viswanathan	774-462-1942 508-473-2580	acarr@consigli.com kviswanathan@consigli.com
ARCH - IBMS Portland Foreside 12	Owner Designer GC	Consigli Construction	Brendan Crosby Kailash Viswanathan	207-272-7281 508-473-2580	bcrosby@consigli.com kviswanathan@consigli.com
Harvard - Houghton Reading Room	Owner Designer GC	Harvard FAS Dept. Physical Resources and Planning Consigli Construction	Stavroula Birmbas Eric Thiboutot	617-495-0612	sbirmbas@fas.harvard.edu ethiboutot@consigli.com
WPI - Kaven Hall Reno Phase 2	Owner Designer GC	Worcester Polytechnic Institute Stantec Consigli Construction	Ron O'Brien David Wildnauer Jody Staruk	508-831-5281 617-234-3190 508-473-2580	rpobrien@wpi.edu david.wildnauer@stantec.com jstaruk@consigli.com
MSPCA - Angell CCU	Owner Designer GC	Mass Society for Prevention of Cruelty to Animals (MSPCA) BlueSky Animal Care Architecture Consigli Construction	Joe Silva Stepehn Jensen Stephanie O'Brien	720-250-8989 508-473-2580	jsilva@mspca.org sj@blueskyarch.com sobrien@consigli.com
Maine Molecular Expansion	Owner Designer GC	Maine Molecular Quality Controls SMRT Consigli Construction	Joan Gordon Andy Tyner Dave Thomas	(207)885-1072 (207)772-3846 (508)473-2580	jgordon@mmqi.com atyner@smrtinc.com
Vassar Brothers Medical Center - Inpatient Dialysis	Owner Designer GC	Vassar Brothers Medical Center (Nuvance Health) OPTIMUS Architecture Consigli Construction	Michael Zolnik Timothy Barry	(845)554-1708 (845)876-8202	Michael.Zolnik@NuvanceHealth.org tbarry@consigli.com
BIDMC - Command Center	Owner Designer GC	Beth Israel Deaconess Medical Center Consigli Construction	Jonathan DeAngelis Brian Hamilton	(617) 975-9913	Jdeange3@bidmc.harvard.edu bhamilton@consigli.com
UMMHC - Sign Removal & Wall	Owner Designer GC	UMass Memorial Healthcare Consigli Construction	Christopher Andersen Brian Hamilton	508-793-6036	Christopher.Andersen@umassmemorial.org bhamilton@consigli.com

Project Title	Owner Designer GC	Company Name	Contact Person	Telephone	Email
Cerevel - Occupancy Improvements	Owner Designer GC	Cerevel Therapeutics	Jessica Tsymbal	857-445-4763	jessica.tsymbal@cerevel.com
		Consigli Construction	Erick Lacy	508-473-2580	elacy@consigli.com
BMS - LSCC Sink Replacement	Owner Designer GC	Bristol Myers Squibb-Devens	David Gouveia	(508) 768-8172	David.Gouveia@bms.com
		Consigli Construction	Erick Lacy		elacy@consigli.com
Norfolk Naval Shipyard Elevator Replacement (Joint Venture)	Owner Designer GC	NAVFAC NNSY	Steven Sellers		
		Asturian-Consigli JV, LLC	Jim Christian	508-473-2582	jchristian@consigli.com
Harvard Law - Langdell Exp Sup	Owner Designer GC	Harvard Law School	Carey Anderson	617 970-4302	caandersen@law.harvard.edu
		Consigli Construction	T. McCabe		tmccabe@consigli.com
AOC - JAB Garage Repairs	Owner Designer GC	Architect of the Capitol	Jeffrey Kuhl		jkuhl@aoc.gov
		URS Corporation	Eric Tievy	202-800-2802	
UMMHC - Remove Storage Trailer	Owner Designer GC	UMass Memorial Healthcare	Ryan Burns	508-334-8414	Ryan.Burns@umassmemorial.org
		Consigli Construction	Brian Hamilton		bhamilton@consigli.com
MRMC - Lactation Office Wall	Owner Designer GC	Milford Regional Medical Center	Joseph Boczanowski	508.422.2499	joeboz@milreg.org
		Consigli Construction	Mark Morrow		mmorrow@consigli.com
Mandarin Oriental - Veneer Rep	Owner Designer GC	Mandarin Oriental Hotel	Ryan Manz	(774) 804-1516	ryan_manz@riggs-co.com
		Consigli Construction	Mark Morrow		mmorrow@consigli.com
DivcoWest - Parcel H	Owner Designer GC	Divco West Real Estate Investments	Mark Johnson	(617)720-7400	
		CBT Architects	Jeff Navin	(617)262-4354 (508)473-2580	
Regeneron - 3-3/3-4 Explore	Owner Designer GC	Regeneron Pharmaceuticals	Arianna Martin	(914) 598-3630	amartin@regeneron.com
		Consigli Construction	Chad Danforth		cdanforth@consigli.com
MRMC - Wall Infill	Owner Designer GC	Milford Regional Medical Center	Joseph Boczanowski	508.422.2499	joeboz@milreg.org
		Consigli Construction	Mark Morrow		mmorrow@consigli.com
St.Mary's - C4 Renovation	Owner Designer GC	St. Mary's Regional Medical Center	Jenn Hale	207-777-8505	jhale@covh.org
		SMRT Architects and Engineer	Scott Laflamme		
		Consigli Construction	Dave Thomas	508-473-2580	dthomas@consigli.com
US General Services Administration - JFK Construction Loading Dock Floor Slab	Owner Designer GC	US general Services Administration	Stephanie Klein	617-565-5005	stephanie.klein@gsa.gov
		Consigli Construction	Jim Christian	508-473-2580	jchristian@consigli.com
Vertex - Cell & Genetic Therapy	Owner Designer GC	Vertex Pharmaceuticals, Inc.	Stan Glushik	617-961-5144	stan_glushik@vrtx.com
		Tria	Rynon Roldan	617-530-1642	rroland@tria.design
		Consigli Construction	Erick Lacy	508-473-2580	elacy@consigli.com
The Catholic University of America - Ward Hall, Washington, DC	Owner Designer GC	The Catholic University of America	Matt Donnelly	202-319-6540	donnellym@cua.edu
		WHS Architects LLC	William Stablein	410-872-4760	
		Consigli Construction	Phil Brault	508-473-2580	pbrault@consigli.com
MRMC - Histology	Owner Designer GC	Milford Regional Medical Center	Joe Boczanowski		joeboz@milreg.com
		Consigli Construction	Brian Hamilton	508-473-2580	Bhamilton@consigli.com
Jack Satter - Elec Panel Replc	Owner Designer GC	Jack Satter House	Eric Desharnais	781-485-5080	ericdesharnais@hsl.harvard.edu
		Consigli Construction	Mark Morrow		mmorrow@consigli.com
Harvard - Smith Center Leak Repair	Owner Designer GC	Harvard University	Kristen Hurston	617-290-3399	kristen_hurston@harvard.edu
		Consigli Construction	John Lehane		Jlehane@consigli.com
UMMHC - Memorial IVF Artwork	Owner Designer GC	UMass Memorial Healthcare	Heather Leary	508-793-5405	Heather.Leary@umassmemorial.org
		Consigli Construction	Brian Hamilton		bhamilton@consigli.com
MLK Gateway - Comm Parking Lot	Owner Designer GC	Menkiti Group	Whitney Smith	845-548-1893	whit@menkitigroup.com
		Bowman Consulting, DC	Ryan Brannan	703-582-7641	rbrannan@bowmanconsultingdc.com
		Consigli Construction	Darrin Ball	508-473-2580	dball@consigli.com
ARCH - Governors Academy EV Charging	Owner Designer GC	Governors Academy	Tom Woodruff	978-499-3105	twoodruff@govsacademy.org
		Consigli Construction	Kailash Viswanathan	508-473-2580	kviswanathan@consigli.com
ARCH - Consigli GB1 EV Charging	Owner Designer GC	Consigli Construction	Mike Fales	508-458-0244	mfales@consigli.com
		Consigli Construction	Kailash Viswanathan	508-473-2580	kviswanathan@consigli.com
Bristol-Myers Squibb - Devens LSCC Storage Room	Owner Designer GC	Bristol-Myers Squibb Company	Binil Shah	732-230-4261	Binil.Shah@bms.com
		Consigli Construction	Erick Lacy		elacy@consigli.com

Project Title	Owner Designer GC	Company Name	Contact Person	Telephone	Email
NLH - Mercy COVID 19 Assist	Owner Designer GC	Northern Light Health Mercy Hospital Consigli Construction	Nick Munro Dave Thomas	207-553-6633 508-473-2580	nmunro@northernlight.org dthomas@consigli.com
UMMHC - ED Vending Machine	Owner Designer GC	UMass Memorial Healthcare Consigli Construction	Christopher Andersen Brian Hamilton	508-793-6036	Christopher.Andersen@umassmemorial.org bhamilton@consigli.com
Jacobs - JFK Library Stair Retrofit	Owner Designer GC	Jacobs Consigli Construction	Michael Lambert Mark Morrow	978-621-7142	michael.i.lambert@jacobs.com mmorrow@consigli.com
Jacobs - JFK Library Office Fitout	Owner Designer GC	Jacobs Consigli Construction	Michael Lambert Mark Morrow	978-621-7142	michael.i.lambert@jacobs.com mmorrow@consigli.com
Wadsworth - Austin House Rest	Owner Designer GC	Wadsworth Atheneum Museum of Art Consigli Construction	Cecil Adams Josh Sylvester	(860) 614-4964	cecil.adams@wadsworthatheneum.org jsylvester@consigli.com
Trustees - Crane Est Make Safe	Owner Designer GC	Trustees of Reservation Consigli Construction	Josh Hasenfus Mark Morrow	339.203.8237	jhasenfus@thetrustees.org mmorrow@consigli.com
Tufts Health - Campus Reno	Owner Designer GC	Tufts Health Plan Elkus Manfredi Architects Consigli Construction	Merideth Concepcion Ryan Jennette	617-583-0756 (508)473-2580	merideth_concepcion@tufts-health.com rjennette@consigli.com
University of New Haven - Bergami Snd Mdl	Owner Designer GC	University of New Haven Svignals + Partners Consigli Construction	Karen Lockwood Josh Sylvester	203-932-7199	klockwood@newhaven.edu jsylvester@consigli.com
MRMC - Hill Bldg Facade Clean	Owner Designer GC	Milford Regional Medical Center Consigli Construction	Joseph Boczanowski Mark Morrow	508-422-2499	joeboz@milreg.org mmorrow@consigli.com
First Bap Church - Newton Expl	Owner Designer GC	First Baptist Church of Newton Consigli Construction	Eunice Wilson Mark Morrow	617-610-0917	eawrev44@gmail.com mmorrow@consigli.com
Tufts Health - E and W Garage Rep	Owner Designer GC	Tufts Health Plan Wiss Janney Elstner Assoc Inc Consigli Construction	Anne King David Schnerch Anthony Serrano	617-610-1260	anne_p_king@tufts-health.com aserrano@consigli.com
ARCH - Brown Ship St Lab Pilot	Owner Designer GC	Brown University Consigli Construction	Dave Larson Kailash Viswanathan	401-225-9530	arthur_larson@brown.edu kviswnathan@consigli.com
Colby College - Athletic Center	Owner Designer GC	Colby College Sasaki Associates Consigli Construction	Kelly Doran Chris Sgarzi Matt Tonello	(207)859-5031 (617)923-7326 (508)473-2587	kedoran@colby.edu csgarz@sasaki.com
BIDMC - EC Booster Pump	Owner Designer GC	Beth Israel Deconess Medical Center Consigli Construction	Matthew Toy Brian Hamilton	617-607-5219	mtoy@cannistraro.com bhamilton@consigli.com
YNHH - Milford Hospital Boiler	Owner Designer GC	Yale New Haven Health System (CBRE) The SLAM Collaborative Consigli Construction	Andrew Slosberg Mike Walker	203-352-8936 508-473-2580	andrew.slosberg@cbre.com mwalker@consigli.com
Camber - Wareham Investigation	Owner Designer GC	Camber Development Consigli Construction	Dave Wilkinson Erick Lacy	857-206-3923	dwilkinson@camberdev.com elacy@consigli.com
UMMHC - Arthritis Center Door	Owner Designer GC	UMass Memorial Healthcare Consigli Construction	Heather Leary Brian Hamilton	508-793-5405	Heather.Leary@umassmemorial.org bhamilton@consigli.com
Vertex - VMC Warehouse Expansion	Owner Designer GC	Vertex Pharmaceuticals, Inc. E4H Architecture Consigli Construction	Chayane Supppanya Luke Thiboutot Erick Lacy	617-955-2275 617-772-0260 508-473-2580	belle_supppanya@vrtx.com elacy@consigli.com
WPI - New Academic Building	Owner Designer GC	Worcester Polytechnic Institute Consigli Construction	Mike Walker	(508)473-2580	
AOC - Olmsted Terrace	Owner Designer GC	Architect of the Capitol Architect of the Capitol Consigli Construction	Katie Vereen Chris Lear Eric Tievy	202-226-4525 202-226-1820 202-800-2802	katie.vereen@aoc.gov cwlear.com etievy@consigli.com
Regeneron - 8-3/8-4 Restack	Owner Designer GC	Regeneron Pharmaceuticals Inc. Perkins Eastman Consigli Construction	Brendan Lynch Chad Danforth	914-847-3310	brendan.lynch@regeneron.com cdanforth@consigli.com
UMMHC - Lakeside Level A STARC	Owner Designer GC	UMass Memorial Medical Center Consigli Construction	Scott Reynolds Brian Hamilton	508-334-5216 508-473-2580	scott.reynolds@umassmemorial.org Bhamilton@consigli.com
UMMHC - South Bathrooms	Owner Designer GC	UMass Memorial Medical Center Consigli Construction	Scott Reynolds Brian Hamilton	508-334-5216 508-473-2580	scott.reynolds@umassmemorial.org Bhamilton@consigli.com

Project Title	Owner Designer GC	Company Name	Contact Person	Telephone	Email
UMMHC - Noonan Concourse	Owner Designer GC	UMass Memorial Medical Center	Scott Reynolds	508-334-5216	scott.reynolds@umassmemorial.org
		Consigli Construction	Brian Hamilton	508-473-2580	Bhamilton@consigli.com
ARCH - DYS Middleton/Various Locations	Owner Designer GC	Division of Capital Asset Management and Maintenance			
		Consigli Construction	Kailash Viswanathan	508-473-2580	kviswanathan@consigli.com
ARCH - Fessenden Science Center Support	Owner Designer GC	Fessenden School	Mike Grossman	617-928-8863	mgrossman@fessenden.org
		ARCH	Kailash Viswanathan	508-473-2580	kviswanathan@consigli.com
UMMHC - East 5 Offices	Owner Designer GC	UMass Memorial Medical Center	Scott Reynolds	508-334-5216	scott.reynolds@umassmemorial.org
		Consigli Construction	Brian Hamilton	508-473-2580	Bhamilton@consigli.com
ARCH - Nestle Exhaust Fan Duct Replacement	Owner Designer GC	Nestle Waters NA	Daniel Leon	774-641-0070	daniel.leon@waters.nestle.com
		Consigli Construction	Kailash Viswanathan	508-473-2580	kviswanathan@consigli.com
ARCH - Nestle Steam Vent Repair	Owner Designer GC	Nestle Waters NA	Daneil Leon	508-935-3564	daniel.leon@waters.nestle.com
		Consigli Construction	Kailash Viswanathan	508-473-2580	kviswanathan@consigli.com
600 Harrison Ave Water Leak	Owner Designer GC	New Atlantic Development	Peter Roth	617-338-7600 x319	peteroth@newatlantic.net
		Consigli Construction	Chris Scarvalas		cscarvalas@consigli.com
Regeneron - Bldg6 Boardroom IC	Owner Designer GC	Regeneron Pharmaceuticals Inc.	Richard Perez	914-418-0436	richard.perez@regeneron.com
		BAM Creative Consigli Construction	Chad Danforth	646-522-5550	cdanforth@consigli.com
UMMHC - ACC 1 STARC	Owner Designer GC	UMass Memorial Medical Center	Scott Reynolds	508-334-5216	scott.reynolds@umassmemorial.org
		Consigli Construction	Brian Hamilton	508-473-2580	Bhamilton@consigli.com
MRMC - Histology Closet	Owner Designer GC	Milford Regional Medical Center	Joe Bozcanowski	(774) 278-0482	joeboz@milreg.org
		Consigli Construction	Mark Morrow		mmorrow@consigli.com
ARCH - BC Building IQ Support	Owner Designer GC	Boston College	Jon Foss	(617) 552-0339	fossi@bc.edu
		Consigli Construction	Kailash Viswanathan		kviswanathan@consigli.com
GWU - Honey W. Nashman Raze	Owner Designer GC	The George Washington University	Adam Aaronson		alaaro@email.gwu.edu
		ASG Architects	Greg Overkamp	202-628-1033	goverkamo@asg-architects.com
		Consigli Construction	Phil Brault	508-473-2580	pbrault@consigli.com
UMMHC - University SOC	Owner Designer GC	UMass Memorial Medical Center	Scott Reynolds	508-334-5216	scott.reynolds@umassmemorial.org
		SLAM	David Neal	860-368-2354	dneal@slamcoll.com
		Consigli Construction	Brian Hamilton	508-473-2580	Bhamilton@consigli.com
BIDMC - Westwood Sound Mitigate	Owner Designer GC	Beth Israel Deconess Medical Center	Robert Viola	617-939-4455	rviola@bidmc.harvard.edu
		Consigli Construction	Brian Hamilton		bhamilton@consigli.com
WAM - Silver Vault	Owner Designer GC	Wadsworth Antheneum Museum of Art	Cecil Adams	860-614-4964	cecil.adams@thewadsworth.org
		Steven W. Spandle Architect, LLC	Steven Spandle	912-618-9420	steven@swspandle.com
		Consigli Construction	Josh Sylvester		jsylvester@consigli.com
Saratoga Casino - Shack Reno	Owner Designer GC	Saratoga Casino Holdings, LLC	Clyde Starkey	518-470-6838	cstarkey@saratogacasino.com
		Consigli Construction	Tim Barry		tbarry@consigli.com
UMMHC - H1 Rad Holding Area	Owner Designer GC	UMass Memorial Medical Center	Paul Patrick	508-334-7171	Paul.Patrick@umassmemorial.org
		Consigli Construction	Brian Hamilton		bhamilton@consigli.com
Harvard Business School - Kresge West Dean House	Owner Designer GC	Harvard Business School	Christina Wrobel	781-825-3224	cwrobel@hbs.edu
		Dewing Schmid Kearns Architects			
ARCH - MRMC Dialysis Reno BAS	Owner Designer GC	Consigli Construction	Tony Serrano	508-473-2580	aserrano@consigli.com
		Consigli Construction	Mark Morrow		mmorrow@consigli.com
Vassar College - Pratt House	Owner Designer GC	Consigli Construction	Kailash Viswanathan	508-473-2580	kviswanathan@consigli.com
		Vassar College	Brian Corrigan	845-437-7631	brcorrigan@vassar.edu
ARCH - SGH Engineering Services	Owner Designer GC	Interior Design L.E.F.T LLC	Chad Danforth		cdanforth@consigli.com
		Consigli Construction	Norman F. Perkins	781.907.9000	NFPerkins@sqh.com
NRF - Misc Masonry Repairs	Owner Designer GC	Simpson Gumpertz & Heger			
		Consigli Construction	Kailash Viswanathan		kviswanathan@consigli.com
NRF - Misc Masonry Repairs	Owner Designer GC	Newport Restoration Foundation	Alyssa Lozupone	401-849-7300	alyssa@newportrestoration.org
		DBVW Architects	Nealia Morrison	617.771.4973	nmorrison@dbvw.com
		Consigli Construction	Mark Morrow		mmorrow@consigli.com

Project Title	Owner Designer GC	Company Name	Contact Person	Telephone	Email
Lawrence and Memorial Hospital - 200 Wing Window Replace	Owner Designer GC	Lawrence and Memorial Hospital Simpson Gumpertz & Heger Consigli Construction	Adam Kuhn Katherine Wissink Mike Walker	860-442-0711 x2432 781-907-9000 508-473-2580	adam.kuhn@lmhosp.org kswissink@sqh.com Mwalker@consigli.com
Bose - Park Place Parking Lot	Owner Designer GC	Bose Corporation Consigli Construction	Jim Lentini Erick Lacy	508-962-5774 508-473-2580	james_lentini@bose.com elacy@consigli.com
Norfolk Naval Shipyard Floor 1 Admin Reno (Joint Venture)	Owner Designer GC	NAVFAC NNSY Asturian-Consigli JV, LLC	Tonia Johnson Jim Christian	 508-473-2584	 jchristian@consigli.com
NLH - EMMC Cath Lab 2021	Owner Designer GC	Northern Light Health (EMMC) E4H Consigli Construction	Brian DeGrasse Jon Boyd Dave Thomas	207-973-7678 207-773-8841 508-473-2580	bdegrasse@northernlight.org jboyd@e4harchitecture.com dthomas@consigli.com
MLK Gateway - Phase 1	Owner Designer GC	MLK Gateway Partners LLC Hickok Cole Architects Consigli Construction	Whitney D.W. Smith Eric Tievy	202-733-5467 202-667-9776 508-473-2580	whit@menkitigroup.com etievy@consigli.com
MLK Gateway - Enlightened TI	Owner Designer GC	Enlightened, Inc. Hickock Cole Architects Consigli Construction	Amanda Ryan Bertin Radifera Eric Tievy	202-728-7190 202-667-9776 ext. 267 508-473-2580	aryan@enlightened.com bradifera@hickockcole.com Etievy@consigli.com
UMMHC - Level A Concrete Rep	Owner Designer GC	UMass Memorial Medical Center Consigli Construction	Michelle O'Leary Mark Morrow	774.329.4199	michelle.oleary@umassmed.edu mmorrow@consigli.com
BIDMC - Morgue Cooler Demo	Owner Designer GC	David Flanagan Consigli Construction	David Flanagan Brian Hamilton	(617) 975-9931	dflanag@bidmc.harvard.edu bhamilton@consigli.com
deCordova Museum - Floor Repairs	Owner Designer GC	Trustees of Reservation Consigli Construction	Kord Jablonski Mark Morrow	617-916-4558 508-473-2580	kiablonski@thetrustees.org mmorrow@consigli.com
BIDMC - EC Sub Basement	Owner Designer GC	Beth Israel Deconess Medical Center Consigli Construction	Andrew Roosa Brian Hamilton	978-440-8725	rroosa@bidmc.harvard.edu bhamilton@consigli.com
VMC - Maintenance & Spare Parts	Owner Designer GC	Vertex Pharmaceuticals, Inc. E4H - Environments for Health LLC Consigli Construction	Belle Supppanya Luke Thiboutot Erick Lacy	617-955-2275 888-781-8441 508-473-2580	belle_supppanya@vrta.com lthiboutot@e4harchitecture.com elacy@consigli.com
ARCH - BC RCx of Chiller Plant	Owner Designer GC	Boston College Consigli Construction	John MacDonald Kailash Viswanathan	 508-473-2580	john.macdonald.2@bc.edu kviswanathan@consigli.com
ARCH - Outer Cape Energy Storage	Owner Designer GC	Franger Engineering Co Inc Consigli Construction	Tyler Curry Kailash Viswanathan	617-332-3700 508-473-2580	tcurry@fraserengineering.com kviswanathan@consigli.com
UMMHC - EMH Pedi Waiting	Owner Designer GC	UMass Memorial Medical Center Consigli Construction	Scott Reynolds Brian Hamilton	(508)334-5216 508-473-2580	scott.reynolds@umassmemorial.org Bhamilton@consigli.com
ARCH - MSPCA CCU BAS	Owner Designer GC	Mass Society for Prevention of Cruelty to Animals (MSPCA) Consigli Construction	 Kailash, Viswanathan	 508-473-2580	 kviswanathan@consigli.com
ARCH - MRSD Recommissioning 21	Owner Designer GC	Monomoy Regional School District ARCH	Rick Travers Kailash Viswanathan	508-400-5410 508-473-2580	rtravers@monomoy.edu kviswanathan@consigli.com
Maine State House - Summer 2021	Owner Designer GC	State of Maine Legislative Council Consigli Construction	Nathan Maurais Dave Thomas	207-272-7587 508-473-2580	nathan.maurais@legislature.maine.gov dthomas@consigli.com
NEU - Mugar Lab Chiller Replace	Owner Designer GC	Northeastern University BR+A Consulting Engineers Consigli Construction	Marc Yokel Joe Steffanini Tony Serrano	774-888-7935 617-254-0016 508-473-2580	m.yokel@northeastern.edu aserrano@consigli.com
Asturian - ABA Chairlift (Joint Venture)	Owner Designer GC	Consigli Construction	Jim Christian	508-473-2580	jchristian@consigli.com
AbbVie - Decompression Phase 2	Owner Designer GC	Abbvie Bioresearch Center Arrowstreet Consigli Construction	Alex Pfordresher Travis Frankel Brian Hamilton	508-688-3644 617-666-7024 508-473-2580	alexander.pfordresher@abbvie.com frankel@arrowstreet.com Bhamilton@consigli.com
University of New Haven - Charger Counseling	Owner Designer GC	University of New Haven Richard Turlington Architects Consigli Construction	Karen Lockwood Richard Turlington Josh Sylvester	203-932-7199 203-772-2459	klockwood@newhaven.edu richard@rt-arch.com jsylvester@consigli.com
YNHH - BHMC CT Scanner	Owner Designer GC	Yale New Haven Hospital S/L/A/M Collaborative Consigli Construction	Deb Ford Mike Walker	203-506-9516 860-623-6855 508-473-2580	deb.ford@YNHH.org Mwalker@consigli.com
deCordova Museum - Chiller Replacement	Owner Designer GC	The Trustees of Reservation Consigli Construction	Josh Hasenfus Mark Morrow	978-375-0805 508-473-2580	jhasenfus@thetrustees.org mmorrow@consigli.com

Project Title	Owner Designer GC	Company Name	Contact Person	Telephone	Email
Northern Light Health - Mercy Ambulatory Surgery	Owner Designer GC	Northern Light Health SMRT Consigli Construction	Nick Munro Kristen Damuth Dave Thomas	207-533-6633 207-321-3847 508-473-2580	nmunro@northernlight.org kdamuth@smrtinc.com dthomas@consigli.com
MIT - Stata Ctr Plaza Explor	Owner Designer GC	MIT - Department of Facilities Consigli Construction	Marc Truant J. Lehane	617-839-9090	mtruant@mit.edu jlehane@consigli.com
ARCH - Mary Baker Eddy BAS	Owner Designer GC	Consigli Construction	Kailash, Viswanathan	508-473-2580	kviswanathan@consigli.com
UMMHC - Blood Bank	Owner Designer GC	UMass Memorial Medical Center Consigli Construction	Scott Reynolds Brian Hamilton	508-334-5216 508-473-2580	scott.reynolds@umassmemorial.org Bhamilton@consigli.com
BIDMC - WC Pharm Raised Flr	Owner Designer GC	Beth Israel Deconess Medical Center Consigli Construction	Tom Cote Brian Hamilton	617-975-9917 508-473-2580	tcote@bidmc.harvard.edu Bhamilton@consigli.com
Dawson Pool Boiler Replacement	Owner Designer GC	Royal Steam Heater Co. Consigli Construction	Elliot Drake Mark Morrow	508-783-2771	edrake@royalsteamheater.com mmorrow@consigli.com
MIT - Vassar Street Water Test	Owner Designer GC	MIT - Department of Facilities Wiss, Janney, Elstner Associates, Inc. Consigli Construction	Marc Truant Nikki Byl John Lehane	617-839-9090 413-695-3220	mtruant@mit.edu nbyl@wje.com jlehane@consigli.com
UMMHC - Power Plant Concrete Rep	Owner Designer GC	UMass Memorial Medical Center Consigli Construction	Michelle O'Leary Mark Morrow	774-329-4199	michelle.oleary@umassmed.edu mmorrow@consigli.com
NGA - Bathroom Renovations	Owner Designer GC	National Gallery of Art Consigli Construction	Samantha Dennison Phil Brault	202-384-7250 508-473-2580	s-dennison@nga.gov pbrault@consigli.com
MEEI SERI - Stairwell E Hatch	Owner Designer GC	Schepens Eye Research Institute Consigli Construction	Michael Scola Mark Morrow	517-910-7740	mscola1@meei.harvard.edu mmorrow@consigli.com
Hanover Insurance - SW4 Bath/Kitchen	Owner Designer GC	The Hanover Insurance Group Cube3 Consigli Construction	Mark Remillard Mark Morrow	508-353-9894 508-473-2580	maremillard@hanover.com mmorrow@consigli.com
Pfizer - Andover F1 WE Office	Owner Designer GC	Pfizer, Inc. Stantec Consulting Services Consigli Construction	Patrick Lynch Erick Lacy	646-689-6187 508-473-2580	patrick.lynch@pfizer.com elacy@consigli.com
BIDMC - FD Basement Project 7	Owner Designer GC	Beth Israel Deconess Medical Center Consigli Construction	Tom Cote Brian Hamilton	617-975-9917 508-473-2580	tcote@bidmc.harvard.edu Bhamilton@consigli.com
Bates College - Science Buildings	Owner Designer GC	Bates College Payette Consigli Construction	Chris Streifel Michael Hinchcliffe Dave Thomas	(207)786-6213 (617)895-1000 (508)473-2580	cstreife@bates.edu
UMMHC - University Loading Dock	Owner Designer GC	University of Massachusetts Medical School Consigli Construction	Michelle O'Leary Mark Morrow	774-329-4199 508-473-2580	michelle.oleary@umassmed.edu mmorrow@consigli.com
MRMC - 3rd Floor Casework Prep	Owner Designer GC	Milford Regional Medical Center Consigli Construction	Joe Boczanowski Mark Morrow	774-245-1081	joeboz@milreg.com mmorrow@consigli.com
ARCH - MSPCA CCU Fiber Homerun	Owner Designer GC	MSPCA Angell Medical Center Consigli Construction	John Sinclair Kailash Viswanathan	617-541-5143 508-473-2580	jsinclair@mspca.org kviswanathan@consigli.com
MEEI SERI - Rain Leader Support	Owner Designer GC	Mass Eye and Ear Infirmary Consigli Construction	Michael Scola Mark Morrow	517-910-7740	mscola1@meei.harvard.edu mmorrow@consigli.com
The Country Club	Owner Designer GC	The Country Club Robert Olson & Associates Consigli Construction	Steven Ballard Robert Olson Tony Serrano	(617)456-3962 (617)338-2790 (508)473-2580	sballard@tcclub.org rolson@roa-architects.com
NHC - Beverly Hospital IR	Owner Designer GC	Northeast Hospital Corporation e4h Consigli Construction	Kristen Dynia Ray Boudreau Stephanie O'Brien	978-778-6370 617-839-0876 508-473-2580	kristen.d.dynia@lahey.org rboudreau@e4harchitecture.com sobrien@consigli.com
BMS - LOC Air Filter Replacement	Owner Designer GC	Bristol Myers Squibb Stantec Consigli Construction	David Gouveia Erick Lacy	617-547-6100 508-473-2580	david.gouveia@bms.com elacy@consigli.com
Skidmore - Howe Hall Bathroom	Owner Designer GC	Skidmore College Consigli Construction	Dan Rodecker Phil Brault	518-580-5860 x5874 508-473-2580	drodecke@skidmore.edu pbrault@consigli.com
UMMHC - Memorial Signage	Owner Designer GC	UMass Memorial Medical Center Consigli Construction	Scott Reynolds Brian Hamilton	508-334-5216 508-473-2580	scott.reynolds@umassmemorial.org Bhamilton@consigli.com

Project Title	Owner Designer GC	Company Name	Contact Person	Telephone	Email
Trustees - Naumkeag Masonry Step	Owner Designer GC	Trustees of Reservation	Josh Hasenfus	339-203-8237	jhasenfus@thetrustees.org
		Consigli Construction	Mark Morrow		mmorrow@consigli.com
University of New Haven - Emergency Generators	Owner Designer GC	University of New Haven	Carmine Amento	203-645-5590	cramento@newhaven.edu
		Consigli Construction	Josh Sylvester		jsylvester@consigli.com
Northern Light Health -Mercy Hospital MOB Reno	Owner Designer GC	Northern Light Health	Nick Munro	207-533-6633	nmunro@northernlight.org
		SMRT	Kristen Damuth	207-321-3847	kdamuth@smrtinc.com
UMMHC - South 504 Bathroom	Owner Designer GC	UMass Memorial Medical Center	Scott Reynolds	(508)334-5216	scott.reynolds@umassmemorial.org
		Consigli Construction	Brian Hamilton	508-473-2580	Bhamilton@consigli.com
University of New Haven - Dodd's Smart Clsrm	Owner Designer GC	University of New Haven	Karen Lockwood	203-932-7199	klockwood@newhaven.edu
		Consigli Construction	Josh Sylvester		jsylvester@consigli.com
Harvard - Gore Hall PCA Mods	Owner Designer GC	Harvard University	Mark Roberts	617-496-0113	mark_roberts@harvard.edu
		Consigli Construction	John Lehane		jlehane@consigli.com
UMMHC - Endoscopy	Owner Designer GC	UMass Memorial Medical Center	Scott Reynolds	(508)334-5216	scott.reynolds@umassmemorial.org
		Consigli Construction	Brian Hamilton	508-473-2580	Bhamilton@consigli.com
Pembroke 245 Summer Demo	Owner Designer GC	Pembroke	Andrew Dankwerth	617-563-3100	andrew.dankwerth@pembroke.com
		Consigli Construction	Ryan Jennette		riennette@consigli.com
Related Beal - Innovation Square Phase 2	Owner Designer GC	RBK II Tenant, LLC	Kimberly Downey		kdowney@relatedbeal.com
		HDR, Inc.	Erick Lacy	508-473-2580	elacy@consigli.com
Sacred Heart University Upper Quad Residential Hall Phase 3	Owner Designer GC	Sacred Heart University	Carmelo Cicero-Santalena	(203)396-6892	ciceroc@sacredheart.edu
		The SLAM Collaborative	Kevin Herrick	(860)368-4236	kherrick@slamcoll.com
UNH - Buckman Hall Doors	Owner Designer GC	University of New Haven	Carmine Amento	203-479-8695	cramento@newhaven.edu
		Richard Turlington Architects	Richard Turlington	203-772-2459	richard@rt-arch.com
St. Rose- Dining Hall	Owner Designer GC	Consigli Construction	Josh Sylvester		jsylvester@consigli.com
		The College of St. Rose	Paul Lundberg	518-376-8977	plundberg@skidmore.edu
MRCM - Dana Farber Façade Repair	Owner Designer GC	Dembling & Dembling	Dan Dembling		dand@ddarch.com
		Consigli Construction	Jennifer Rand	774-573-9451	jrand@consigli.com
MRMC - Dana Farber Façade Repair	Owner Designer GC	Milford Regional Medical Center	Joe Boczanowski	774-245-1081	ioeboz@milreg.com
		Consigli Construction	Mark Morrow	508-473-2580	mmorrow@consigli.com
UMMHC - Vaccine Clin Front St	Owner Designer GC	UMass Memorial Medical Center	Scott Reynolds	508-334-5216	scott.reynolds@umassmemorial.org
		Consigli Construction	Brian Hamilton	508-473-2580	Bhamilton@consigli.com
UMMHC - Benedict 2 210/210A	Owner Designer GC	UMass Memorial Medical Center	Scott Reynolds	508-334-5216	scott.reynolds@umassmemorial.org
		Consigli Construction	Brian Hamilton	508-473-2580	Bhamilton@consigli.com
UMMHC - University Signage	Owner Designer GC	UMass Memorial Medical Center	Scott Reynolds	508-334-5216	scott.reynolds@umassmemorial.org
		Consigli Construction	Brian Hamilton	508-473-2580	Bhamilton@consigli.com
UMMHC - H4 Dialysis Acid	Owner Designer GC	UMass Memorial Medical Center	Scott Reynolds	(508)334-5216	scott.reynolds@umassmemorial.org
		Consigli Construction	Brian Hamilton	508-473-2580	Bhamilton@consigli.com
UMMHC - East 470 Bathroom	Owner Designer GC	UMass Memorial Medical Center	Scott Reynolds	(508)334-5216	scott.reynolds@umassmemorial.org
		Consigli Construction	Brian Hamilton	508-473-2580	Bhamilton@consigli.com
ARCH - MRSD Upgrade Rcx	Owner Designer GC	Monomoy Regional School District	Richard Travers	508-945-5130	rtravers@monomoy.edu
		Consigli Construction	Kailash Viswanathan	508-473-2580	kviswanathan@consigli.com
North River - 28 Fitchburg St	Owner Designer GC	North River Associates			
		Gensler	Darrin Ball	508-473-2580	dball@consigli.com
RDP - 383 Commercial Street	Owner Designer GC	Consigli Construction	Joe Dasco	(413)244-9092	ioedasco@comcast.net
		Reger Dasco Properties	David Lloyd	(207)772-6022	
Sphinx - Building Cleaning	Owner Designer GC	Consigli Construction	Thomas Weeks	(508)473-2580	
		Spinx Foundation	Dave Harrison	603-443-2581	dah19927@gmail.com
UMMHC - COVID Swapping Room	Owner Designer GC	Consigli Construction	Todd McCabe		tmccabe@consigli.com
		UMass Memorial Medical Center	Scott Reynolds	508-334-5216	scott.reynolds@umassmemorial.org
SHC - SEMC Cath Lab	Owner Designer GC	Consigli Construction	Brian Hamilton	508-473-2580	Bhamilton@consigli.com
		Steward Health Care System, LLC	Nancy Samia	508-427-2738	nancy.samia@steward.org
		Array Architects	Jack McCarthy	617-957-0340	jmccarthy@array-architects.com
		Consigli Construction	Stephanie O'Brien	508-473-2580	sobrien@consigli.com

Project Title	Owner Designer GC	Company Name	Contact Person	Telephone	Email
MRMC - Dana Farber Façade Repair	Owner Designer GC	UMass Memorial Medical Center	Scott Reynolds	508-334-5216	scott.reynolds@umassmemorial.org
		Consigli Construction	Brian Hamilton	508-473-2580	bhamilton@consigli.com
MassMutual - Office Fit Out	Owner Designer GC	MassMutual	Joseph Bell	413-744-4653	jbell37@massmutual.com
		Consigli Construction	Jeff Navin	508-473-2580	jnavin@consigli.com
UMMHC - EB1-105 Door Install	Owner Designer GC	UMass Memorial Medical Center	Scott Reynolds	508-334-5216	scott.reynolds@umassmemorial.org
		Consigli Construction	Brian Hamilton	508-473-2580	bhamilton@consigli.com
Talbot and Arding - 202 Allen St	Owner Designer GC	Talbot and Arding Cheese and Provisions	Kate Arding	518-828-3558	kate@talbotandarding.com
		Spacesmith, LLP	Kim Wood	518-478-6764	kwood@spacesmith.com
		Consigli Construction	Scott Cruikshank	845-635-1800	scruikshank@consigli.com
NEU Mugar RODI	Owner Designer GC	Northeastern University	Marc Yokel	774-888-7935	m.yokel@northeastern.edu
		BR+A Consulting Engineers	Joe Steffani	617-254-0016	
		Consigli Construction	Tony Serrano	508-473-2580	aserrano@consigli.com
UMMHC - Memorial ED STARC	Owner Designer GC	UMass Memorial Medical Center	Scott Reynolds	508-334-5216	scott.reynolds@umassmemorial.org
		Consigli Construction	Brian Hamilton	508-473-2580	Bhamilton@consigli.com
UMMHC - S5 Clinical Wing STARC	Owner Designer GC	UMass Memorial Medical Center	Scott Reynolds	508-334-5216	scott.reynolds@umassmemorial.org
		Consigli Construction	Brian Hamilton	508-473-2580	Bhamilton@consigli.com
Georgetown Heritage - Dry Dock	Owner Designer GC	Georgetown Heritage	Scott Walzak	203-915-3592	swalzak@georgetownheritage.org
		McMullan & Associates, Inc. Consigli Construction	Phil Brault	508-473-2580	pbrault@consigli.com
National City Church - Phase 1A	Owner Designer GC	National City Christian Church	John Easterling	202-248-5899	easterling@otj.com
		OTJ Architects Consigli Construction	Phil Brault	508-473-2580	pbrault@consigli.com
NEU - Mugar Ionescu Lab	Owner Designer GC	Northeastern University	Marc Yokel	774-888-7935	m.yokel@northeastern.edu
		Imai Keller Moose Architects	Jon Keller	617-923-6010	
		Consigli Construction	Tony Serrano	508-473-2580	aserrano@consigli.com
ARCH - SGH Temp/Humidity Monitor	Owner Designer GC	Simpson Gumpertz & Heger	Norman Perkins	781-907-9000	nperkins@sgh.com
		Consigli Construction	Kailash Viswanathan	508-473-2580	kviswanathan@consigli.com
BC - Higgins Room 160 Finishes	Owner Designer GC	Boston College	Thomas Runyon	617-893-9377	thomas.runyon@bc.edu
		Consigli Construction	Mark Morrow	508-473-2580	mmorrow@consigli.com
UMMHC - Memorial ED Bay Doors	Owner Designer GC	UMass Memorial Medical Center	Scott Reynolds	508-334-5216	scott.reynolds@umassmemorial.org
		Consigli Construction	Brian Hamilton	508-473-2580	Bhamilton@consigli.com
MIT Lincoln Laboratory - L-126 Laser Lab	Owner Designer GC	MIT Lincoln Laboratory	Don Allen	781-981-3986	donald.allen@ll.mit.edu
		Consigli Construction	Mark Morrow	508-473-2580	mmorrow@consigli.com
MIT Lincoln Laboratory - L-Infrastructure	Owner Designer GC	MIT Lincoln Laboratory	Don Allen	781-981-3986	donald.allen@ll.mit.edu
		Consigli Construction	Mark Morrow	508-473-2580	mmorrow@consigli.com
MIT Lincoln Laboratory - L-400 Secure Lab	Owner Designer GC	MIT Lincoln Laboratory	Don Allen	781-981-3986	donald.allen@ll.mit.edu
		Consigli Construction	Mark Morrow	508-473-2580	mmorrow@consigli.com
ARCH - Bates Science ATC QC	Owner Designer GC	Consigli Construction	Kailash, Viswanathan	508-473-2580	kviswanathan@consigli.com
UMMHC - DCU Covid Response II	Owner Designer GC	UMass Memorial Medical Center	Heather Leary	508-243-5152	heather.leary@umassmemorial.org
		Consigli Construction	Brian Hamilton	508-473-2580	Bhamilton@consigli.com
NEU - Mugar Bai & Willits Labs	Owner Designer GC	Northeastern University	Marc Yokel	774-888-7935	m.yokel@northeastern.edu
		Imai Keller Moore Architects	Jon Keller	617-923-6010	
		Consigli Construction	Tony Serrano	508-473-2580	aserrano@consigli.com
Ford's Theatre HVAC Upgrades	Owner Designer GC	Ford's Theatre Society	Kristin Fox	202-445-6519	kfox@fords.org
		Consigli Construction	Phil Brault		pbrault@consigli.com
TJX 770 Skylight Support	Owner Designer GC	TJX Corporate	Peter Kucharski	508-665-0915	peter_kucharski@tjx.com
		Consigli Construction	Mark Morrow	508-473-2580	mmorrow@consigli.com
UMMHC - Hospital Fire Pump	Owner Designer GC	UMass Memorial Medical Center	Scott Reynolds	508-334-1000	scott.reynolds@umassmemorial.org
		Consigli Construction	Brian Hamilton	508-473-2580	Bhamilton@consigli.com
UMMHC - Lakeside 3 STARC Demo	Owner Designer GC	UMass Memorial Medical Center	Scott Reynolds	508-334-5216	scott.reynolds@umassmemorial.org
		Consigli Construction	Brian Hamilton	508-473-2580	Bhamilton@consigli.com
UMMHC - Lakeside ED STARC	Owner Designer GC	UMass Memorial Medical Center	Scott Reynolds	508-334-5216	scott.reynolds@umassmemorial.org
		Consigli Construction	Brian Hamilton	508-473-2580	Bhamilton@consigli.com

Project Title	Owner Designer GC	Company Name	Contact Person	Telephone	Email
BC - Igancio Tower A PTAC	Owner Designer GC	Boston College	Michael Leone	617-686-0863	michael.leone@bc.edu
		Consigli Construction	Jody Staruk	508-473-2580	jstaruk@consigli.com
UMMHC - 5 West STARC	Owner Designer GC	UMass Memorial Medical Center	Scott Reynolds	508-334-5216	scott.reynolds@umassmemorial.org
		Consigli Construction	Brian Hamilton	508-473-2580	Bhamilton@consigli.com
Project Place - Acc Façade Rep	Owner Designer GC	Project Place	Aaryn Manning	406-270-9288	amanning@projectplace.org
		Consigli Construction	Mark Morrow	508-473-2580	mmorrow@consigli.com
UMMHC - Shelterlogic	Owner Designer GC	UMass Memorial Medical Center	Scott Reynolds	508-334-5216	scott.reynolds@umassmemorial.org
		Consigli Construction	Brian Hamilton	508-473-2580	Bhamilton@consigli.com
UMMHC - H7 Flooring #2	Owner Designer GC	UMass Memorial Medical Center	Scott Reynolds	508-334-5216	scott.reynolds@umassmemorial.org
		Consigli Construction	Brian Hamilton	508-473-2580	Bhamilton@consigli.com
Woods Hole Oceanographic Institution - New Quissett Facility	Owner Designer GC	Woods Hole Oceanographic Institution	Erin Cusker	508-473-2580	ecusker@dskap.com
		Dewing Schmid Kearns Consigli Construction	Erick Lacy		elacy@consigli.com
Ipsen - Filter Rack Install	Owner Designer GC	Ipsen Biopharmaceuticals, Inc	John Lynch	508-473-2580	john.lynch@ipsen.com
		Consigli Construction	Erick Lacy		elacy@consigli.com
MMC - Scarborough MOB	Owner Designer GC	Maine Medical Center SMRT	Dennis Morelli	(207)446-3341	moreld@mmc.org
		Consigli Construction	Dave Thomas	(508)473-2580	
UMMHC - MB1-037	Owner Designer GC	UMass Memorial Medical Center	Scott Reynolds	508-334-5216	scott.reynolds@umassmemorial.org
		Consigli Construction	Brian Hamilton	508-473-2580	Bhamilton@consigli.com
UMMHC - Memorial ED Overflow	Owner Designer GC	UMass Memorial Medical Center	Scott Reynolds	508-334-5216	scott.reynolds@umassmemorial.org
		Consigli Construction	Brian Hamilton	508-473-2580	Bhamilton@consigli.com
UMMHC - University Waiting Room	Owner Designer GC	UMass Memorial Medical Center	Scott Reynolds	508-334-5216	scott.reynolds@umassmemorial.org
		Consigli Construction	Brian Hamilton	508-473-2580	Bhamilton@consigli.com
UMMHC - South 2 Refresh	Owner Designer GC	UMass Memorial Healthcare	Scott Reynolds	508-334-5216	scott.reynolds@umassmemorial.org
		Consigli Construction	Brian Hamilton	508-473-2580	Bhamilton@consigli.com
UMMHC - Memorial Campus Small	Owner Designer GC	UMass Memorial Medical Center	Scott Reynolds	508-334-1000	scott.reynolds@umassmemorial.org
		Consigli Construction	Brian Hamilton	508-473-2580	Bhamilton@consigli.com
UMMHC - University Campus Small	Owner Designer GC	UMass Memorial Medical Center	Scott Reynolds	508-334-1000	scott.reynolds@umassmemorial.org
		Consigli Construction	Brian Hamilton	508-473-2580	Bhamilton@consigli.com
BIDMC - Omnicell Staging Support	Owner Designer GC	Beth Israel Deconess Medical Center	Tom Cote	617-975-9917	tcote@bidmc.harvard.edu
		Consigli Construction	Brian Hamilton	508-473-2580	Bhamilton@consigli.com
UMMHC - Remillard Lobby STARC	Owner Designer GC	UMass Memorial Medical Center	Scott Reynolds	508-334-5216	scott.reynolds@umassmemorial.org
		Consigli Construction	Brian Hamilton	508-473-2580	Bhamilton@consigli.com
UMMHC - Facilities Lab	Owner Designer GC	UMass Memorial Medical Center	Scott Reynolds	(508)334-5216	scott.reynolds@umassmemorial.org
		Consigli Construction	Brian Hamilton	508-473-2580	Bhamilton@consigli.com
Netherlands - Carillon Bell	Owner Designer GC				
		Consigli Construction	Phil Brault	508-473-2580	pbrault@consigli.com
Shrewsbury ASC Flooring Repairs	Owner Designer GC	Shields Healthcare Group			
		Consigli Construction	Brian Hamilton	508-473-2580	Bhamilton@consigli.com
Wadsworth Antheneum Museum of Art - Gray Court Wall	Owner Designer GC	Wadsworth Antheneum Museum of Art			
		Consigli Construction	Josh Sylvester	508-473-2580	jsylvester@consigli.com
Harvard - Wrestling Addition	Owner Designer GC	Harvard University Office of Physical Resources and Planning	Edward Milch	(617)496-2331	
		Sasaki Consigli Construction	Christian Riordan	(617)929-3300 (508)473-2580	
Patina - Hub Hall	Owner Designer GC	Patina Restaurant Group	Michael Minichello	781-534-2943	mmichello@patinagroup.com
		Consigli Construction	Mark Morrow	508-473-2580	mmorrow@consigli.com
MGB - Urgent Care Refresh	Owner Designer GC	Mass General Brigham	John Kneeland	617-724-3584	jkneeland@partners.org
		Consigli Construction	Stephanie O'Brien	508-473-2580	sobrien@consigli.com

Project Title	Owner Designer GC	Company Name	Contact Person	Telephone	Email
MCAAD - 5th Floor	Owner Designer GC	Granite, LLC Studios Consigli Construction	John Otto Riziki House-Okon Eric Tievy	202-624-8607 202-736-5952 508-473-2580	jotto@akridge.com rhouse@stuidos.com Etievy@consigli.com
Tishman Speyer - 131 Oliver Lobby/6th Flr	Owner Designer GC	Tishman Speyer Krueck + Sexton Architects Consigli Construction	Max Cassidy Ryan Jennette	617-279-7500 312-787-0056 508-473-2580	mcassidy@tishmanspeyer.com riennette@consigli.com
Trustees - Crane Estate Stair	Owner Designer GC	Trustees of Reservation Consigli Construction	Josh Hasenfus Mark Morrow	339-203-8237 508-473-2580	jhasenfus@thetrustees.org mmorrow@consigli.com
SEMC - ED CT Upgrade Precon	Owner Designer GC	Steward Health Care System, LLC Consigli Construction	Nancy Samia Stephanie O'Brien	508-427-2738 508-473-2580	nancy.samia@steward.org sobrien@consigli.com
UMass Amherst - CHP Expansion	Owner Designer GC	University of Massachusetts Building Authority Waldron Engineering Consigli Construction	Michael Mark Sean Ditto	508-473-2580	sditto@consigli.com
Northwell - Riverhead Façade	Owner Designer GC	Northwell Health TPG Consigli Construction	Mike Dalia Gerald Stramowski Dennis McNulty	516-734-3006 631-547-7321 631-738-7750	mdalia@northwell.edu gstramowski@tpgarchitecture.com dmcnulty@consigli.com
Georgetown University - Townhomes Phase 2	Owner Designer GC	Georgetown University Consigli Construction	Alexander Berley Phil Brault	508-473-2580	adb138@georgetown.edu pbrault@consigli.com
First Parish of Brookline Chimney	Owner Designer GC	First Parish Church of Brookline Consigli Construction	Clint Richmond Mark Morrow	617-566-1933 508-473-2580	cr3@aol.com mmorrow@consigli.com
MMC - Hutchins Dr Admin Office	Owner Designer GC	Maine Medical Center SMRT Architects and Engineer Consigli Construction	Luis Soto Rebecca Casey Dave Thomas	207-662-3949 207-772-3846 508-473-2580	rcasey@smrtinc.com dthomas@consigli.com ioeboz@milreg.com
MRMC - Behavioral Door	Owner Designer GC	Milford Regional Medical Center Consigli Construction	Joe Boczanowski Mark Morrow	508-473-2580	mmorrow@consigli.com
MathWorks - AH1 F12 & 3 Reno	Owner Designer GC	The MathWorks Gensler Consigli Construction	Rebecca Gutierrez Fran Noval Ryan Jennette	508-647-5323 508-473-2580	rgutier@mathworks.com Fran_Noval@gensler.com riennette@consigli.com
UMMHC - Benedict Millwork	Owner Designer GC	UMass Memorial Medical Center Consigli Construction	Scott Reynolds Brian Hamilton	(508)334-5216 508-473-2580	scott.reynolds@umassmemorial.org Bhamilton@consigli.com
Web Industries - COVID Test Mfg	Owner Designer GC	Web Industries Gorman Richardson and Lewis Consigli Construction	Todd Pihl Scott Richardson Mark Morrow	617-513-3717 508-922-2302 508-473-2580	tpihl@webindustries.com srichardson@rlarchitects.com mmorrow@consigli.com
BIDMC - Feldberg	Owner Designer GC	Beth Israel Deaconess Medical Janovsky/Hurley Architects, Inc. Consigli Construction	Andrew Roosa 37 Walnut Street Mike Willett	(617)632-8248 N/A (508)473-2580	
TR - Harvard Fruitland Fence	Owner Designer GC	Trustees of Reservation Consigli Construction	Josh Hasenfus Mark Morrow	339-203-8237 508-473-2580	jhasenfus@thetrustees.org mmorrow@consigli.com
Harvard - Smith Apollo Valve	Owner Designer GC	Harvard Real Estate Consigli Construction	John Lehane	508-473-2580	jlehane@consigli.edu
UMass Boston REAB	Owner Designer GC	Univeristy of Massachusetts Building Authority Cannon Design Consigli Construction	Patricia Filippone Christian Riordan	(617)742-5440 (508)473-2580	
ARE - 161 First Street	Owner Designer GC	Alexandria Real Estate Equities, Inc. DiMella Shaffer Consigli Construction	William DePippo Frank Valdes Ryan Jennette	(617)252-4904 (607)426-5004 (508)473-2580	wdepippo@are.com fvaldes@dimellashaffer.com
ARCH - Nestle Exhaust Fan Repair	Owner Designer GC	Nestle Waters NA Consigli Construction	Daniel Leon Kailash Viswanathan	508-935-3549 508-473-2580	daniel.leon@waters.nestle.com kviswanathan@consigli.com
ARE - Rogers Street	Owner Designer GC	Alexandria Real Estate Equities, Inc. DiMella Shaffer Consigli Construction	William DePippo Frank Valdes Ryan Jennette	(617)252-4904 (607)426-5004 (508)473-2580	wdepippo@are.com fvaldes@dimellashaffer.com
Providence Diocesan Cathedral	Owner Designer GC	Diocese of Providence DBVW Architects Consigli Construction	Christine Daneault Michael Viveiros Dan McConaghy	401-831-1240 508-473-2580	mviveiros@dbvw.com dmcconaghy@consigli.com
SGH - 75 Clarendon St. Window	Owner Designer GC	Simpson Gumpertz & Heger Consigli Construction	Matthew Coltari Mark Morrow	703-618-7983 508-473-2580	mcolturi@sgh.com mmorrow@consigli.com
ARCH - Web Industries HVAC ATC	Owner Designer GC	Web Industries Gorman Richardson and Lewis Consigli Construction	Todd Pihl Scott Richardson Mark Morrow	617-513-3717 508-922-2302 508-473-2580	tpihl@webindustries.com srichardson@rlarchitects.com mmorrow@consigli.com

Project Title	Owner Designer GC	Company Name	Contact Person	Telephone	Email
Raytheon CCA Standby Generator	Owner Designer GC	Raytheon Defense Systems SMRT Architects and Engineer Consigli Construction	Dan Thompson Erick Lacy	508-473-2580	daniel.i.thompson@raytheon.com elacy@consigli.com
UMMHC - ACC Pharmacy	Owner Designer GC	UMass Memorial Medical Center The SLAM Collaborative Consigli Construction	Scott Reynolds David Neal Brian Hamilton	(508)334-5216 (860)657-8077 (508)473-2580	scott.reynolds@umassmemorial.org dneal@slamcoll.com
BSU - Arts Center MEP Support	Owner Designer GC	Royal Steam Heater Co., Inc Consigli Construction	Elliot Drake Mark Morrow	508-783-2771 508-473-2580	edrake@royalsteamheater.com mmorrow@consigli.com
Shields - Medford MOB	Owner Designer GC	Shields Cannon Design Consigli Construction	Stephen McCarthy David Blouin Brian Hamilton	(617)504-0455 (508)473-2580	
Norfolk Naval Shipyard Main Floor Lobby (Joint Venture)	Owner Designer GC	NAVFAC Mid Atlantic Asturian-Consigli JV, LLC	Jim Christian	508-473-2585	jchristian@consigli.com
UMMHC - Levine SOC	Owner Designer GC	UMass Memorial Medical Center Consigli Construction	Scott Reynolds Brian Hamilton	508-334-5216 508-473-2580	scott.reynolds@umassmemorial.org
Dumbarton Oaks - Main House Int	Owner Designer GC	Dumbarton Oaks - Trustees for Harvard University Cox Grae + Spack Architects Consigli Construction	Andrea Wilbourn Ed Foley Phil Brault	202-339-6984 202-965-7070 x344 508-473-2580	wilbournA@doaks.org efoley@cqsarchitects.com pbrault@consigli.com
UMMHC - SOC Life Safety	Owner Designer GC	UMass Memorial Medical Center Consigli Construction	Scott Reynolds Brian Hamilton	508-334-1000 508-473-2580	scott.reynolds@umassmemorial.org Bhamilton@consigli.com
Steward Health Care - St. Elizabeth's Medical Center Connell 6 Med/Surg	Owner Designer GC	Steward Health Care System LLC HED Consigli Construction	Stephanie O'Brien	508-473-2580	sobrien@consigli.com
Sacred Heart University - West Campus South Lobby	Owner Designer GC	Sacred Heart University The SLAM Collaborative Consigli Construction	Carmelo Cicero-Santalena Amy Samuelson Vic Ciancetta	203-396-6892 203-368-4236 508-473-2580	ciceroc@sacredheart.edu asamuelson@slamcoll.com vciancetta@consigli.com
PPAC - Façade Repairs	Owner Designer GC	Providence Performing Arts Center Consigli Construction	Alan Chille Mark Morrow	508-473-2580	achille@ppacri.org mmorrow@consigli.com
UMMHC - H4 Rehab TD Carpet	Owner Designer GC	UMass Memorial Medical Center Consigli Construction	Scott Reynolds Brian Hamilton	508-334-5216 508-473-2580	scott.reynolds@umassmemorial.org Bhamilton@consigli.com
MRMC - Covid Area Flooring	Owner Designer GC	Milford Regional Medical Center Consigli Construction	Joe Boczanowski Mark Morrow	508-473-2580	joeboz@milreg.com mmorrow@consigli.com
CRDA - XL Center Chiller Plant	Owner Designer GC	Capital Region Development Authority (CRDA) BBB/SCI Architects Consigli Construction	Erica Levis Sean Ditto	860-493-2921 508-473-2580	elevis@crdact.net sditto@consigli.com
ARCH - Concord Public School AHU Control	Owner Designer GC	Concord Public Schools Consigli Construction	Shiela Butler Kailash Viswanathan	508-473-2580	sbutler@concordps.org kviswanathan@consigli.com
ARCH - MSPCA ERV-1 Exhaust Fan	Owner Designer GC	MSPCA - Angell Consigli Construction	Dan Vaciliou Kailash Viswanathan	617-332-3700 508-473-2580	dvaciliou@mspca.org kviswanathan@consigli.com
UMMHC - L2-ICU Glove Box Install	Owner Designer GC	UMass Memorial Medical Center Consigli Construction	Scott Reynolds Brian Hamilton	508-334-5216 508-473-2580	scott.reynolds@umassmemorial.org Bhamilton@consigli.com
UMMHC - H1 Rad Holding Area	Owner Designer GC	UMass Memorial Medical Center Consigli Construction	Scott Reynolds Brian Hamilton	508-334-5216 508-473-2580	scott.reynolds@umassmemorial.org Bhamilton@consigli.com
UMMHC - Lakeside 3 STARC Wall	Owner Designer GC	UMass Memorial Medical Center Consigli Construction	Scott Reynolds Brian Hamilton	508-334-5216 508-473-2580	scott.reynolds@umassmemorial.org Bhamilton@consigli.com
ARCH - BB&N Middle School BAS	Owner Designer GC	Buckingham Browne & Nichols Consigli Construction	Derek Bross Kailash Viswanathan	508-473-2580	dbross@bbns.org kviswanathan@consigli.com
ARCH - Governors Dogget Dorm	Owner Designer GC	Governors Academy Consigli Construction	Chris Champion Kailash Viswanathan	(508)473-2587	cchampion@govsacademy.org kviswanathan@consigli.com
Taj Hotel - Rooftop Restaurant	Owner Designer GC	IREP Newbury Hotel, LLC CBT Architects Consigli Construction	Peter Athenson Li Wang Jim Hervol	917-975-4601 617-262-4353 508-473-2580	pathonson@highgate.com lwang@cbtarchitects.com jhervol@consigli.com
Norfolk Naval Shipyard Structural Supports (Joint Venture)	Owner Designer GC	NAVFAC NNSY Asturian-Consigli JV, LLC	Barbara Williamson-Garris Jim Christian	508-473-2581	jchristian@consigli.com

Project Title	Owner Designer GC	Company Name	Contact Person	Telephone	Email
Steward Health Care - SAH Pharmacy Reno	Owner Designer GC	St. Anne's Hospital Array Architects Consigli Construction	Matthew Cipriani Jack McCarthy Stephanie O'Brien	617-895-7944 617-616-8078 508-473-2580	matthew.cipriani.com jmccarthy@array-architects.com sobrien@consigli.com
Northeastern University - Mugar COS/COE New Faculty	Owner Designer GC	Northeastern University IMAI Keller Moore Architects Consigli Construction	Marc Yokel Jon Keller Tony Serrano	774-888-7935 617-321-2161 508-473-2580	m.yokel@northeastern.edu keller@imai-keller.com Aserrano@consigli.com
UNH - Westside Hall Catering	Owner Designer GC	University of New Haven Apicella + Bunton Architects LLC Consigli Construction	Carmine Amento J Bunton Mike Walker	203-479-8695 203-777-2121 508-473-2580	cramento@newhaven.edu jbunton@apicellabunton.com Mwalker@consigli.com
Raytheon - Building 2 Restrooms	Owner Designer GC	Raytheon Technologies Perkins Eastman Consigli Construction	Amanda Sauer Peters Terri Spencer Erick Lacy	508-630-4075 617-548-9978 508-473-2580	asauer@rtx.com tspencer@perkinseastman.com elacy@consigli.com
UMMHC - East 5 NICU Flooring	Owner Designer GC	UMass Memorial Medical Center Consigli Construction	Scott Reynolds Brian Hamilton	508-334-5216 508-473-2580	scott.reynolds@umassmemorial.org Bhamilton@consigli.com

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.

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 COMPLETE	\$ 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)
Please see the attached.								

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

\$ _____

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).

PART 2A - CURRENTLY HELD CONTRACTS

Current Projects In Construction								
Project Title & Location	Work Category	Start and End Dates	On Schedule	Contract Price	% NOT Complete	\$ Value of Work Not Complete	No. of Years Remaining	Annualized Value of Incomplete Work
MBTA - South Shore Garages (Joint Venture)	General Building Construction	7/9/18 - 5/30/23	yes	38,672,713	17%	6,427,405	1.417	4,536,992
Smithsonian National Air & Space Museum - Artifact Move, Washington, DC (Joint Venture)	Historical Restoration	8/7/18 - 1/25/25 (Multiple Task Orders Awarded By Smithsonian)	yes	14,426,405	31%	4,468,347	3.083	1,449,194
Smithsonian National Air & Space Museum - Building Envelope & HVAC Revitalization, Washington DC (Joint Venture)	General Building Construction	9/17/2018 - 4/24/25	yes	126,455,555	44%	55,640,444	3.333	16,692,133
MBTA - Quincy Adams Elevators, Quincy, MA (Joint Venture)	General Building Construction	10/8/18 - 4/15/22	yes	5,557,685	8%	470,180	1.000	470,180
Cambridge Housing Authority - Millers Rivers Apartment Reno, Cambridge, MA	General Building Construction	1/2/19 - 12/21/22	yes	114,013,188	10%	11,834,569	1.000	11,834,569
Chelsea - Soldiers Home, Chelsea, MA	General Building Construction	1/4/19 - 7/31/24	yes	170,199,011	42%	71,449,545	2.667	26,793,579
Attleboro High School, Attleboro, MA	General Building Construction	4/1/19 - 12/23/23	yes	224,318,435	29%	64,536,414	2.000	32,268,207
Framingham - Fuller Middle School, Framingham, MA	General Building Construction	6/21/19 - 6/28/22	yes	82,358,845	8%	6,242,800	1.000	6,242,800
MITIMco - 750 Main Street, Cambridge, MA	General Building Construction	7/1/19 - 3/31/22	yes	160,567,199	20%	31,971,457	1.000	31,971,457
Lincoln Public School Renovation, Lincoln, MA	General Building Construction	7/8/19 - 9/1/22	yes	82,164,861	22%	17,862,641	1.000	17,862,641
Friendship Public Charter School - Southeast Middle School, Washington, D.C. (Joint Venture)	General Building Construction	Early Work: 10/24/19 - 4/10/20; Construction 11/2/20 - 11/4/22	yes	10,259,326	71%	7,328,236	1.000	7,328,236
National Institutes of Health, (B4) Upgrade Emergency Generator, Bethesda, MD (Joint Venture) (On Hold)	General Building Construction	11/5/19 - (On Hold) Potential Fall 2021 start	yes	230,441	80%	185,390	1.000	185,390
GLX - Green Line Ext. Stations, Somerville, MA	General Building Construction	11/18/19 - 5/20/22	yes	141,450,688	13%	18,261,284	1.000	18,261,284
CHA - Daniel F. Burns Apt. Reno, Cambridge, MA	General Building Construction	1/2/20 - 7/2/22	yes	70,554,949	33%	23,043,246	1.000	23,043,246
Breakthrough Properties - 105 W First, Boston, MA	General Building Construction	1/2/20 - 3/16/22	yes	119,094,840	11%	13,243,346	1.000	13,243,346
Asturian - Netherlands Carillon Rehab, Arlington, VA (Joint Venture)	Historical Restoration	1/6/20 - 4/20/22	yes	4,447,639	2%	83,171	1.000	83,171
Stonington Lighthouse Museum, Stonington, CT (On hold)	Historical Restoration	Phase 1: 1/7/20 - 11/6/20 Phase 2: (On Hold) Dates TBD	yes	1,124,081	0%	0	1.000	0
DC Public Library Lamond-Riggs, Washington, DC	General Building Construction	1/7/20 - 3/20/20; 1/4/21 - 9/30/22	yes	18,009,837	30%	5,332,713	1.000	5,332,713
Greystar - 212-222 Stuart St, Boston, MA	General Building Construction	1/16/20 - 3/16/22	yes	80,818,881	18%	14,191,796	1.000	14,191,796
Noannet Group - Cambria Hotel, Somerville, MA	General Building Construction	2/15/20 - 3/11/22	yes	37,044,573	7%	2,478,282	1.000	2,478,282
Norfolk Naval Shipyard (B261 & B1539) Facility Repair, Portsmouth, VA (Joint Venture)	General Building Construction	2/15/20 - 8/15/22	yes	13,024,554	54%	7,026,747	1.000	7,026,747
Portland Foreside - Bldg 4 & 5, Portland, ME (On Hold)	General Building Construction	4/15/22 - TBD (On Hold)	yes	1,139,128	52%	590,182	1.000	590,182
Arlington High School, Milford, MA	General Building Construction	3/16/20 - 4/1/25	yes	234,961,789	62%	146,028,752	3.333	43,808,626
AbbVie COVID Screening Trailer, Worcester, MA	General Building Construction	4/16/20 - 12/31/22	yes	346,095	27%	94,311	1.000	94,311
Menokin - Phase 1 & 2 Masonry, Warsaw, VA	Historical Masonry Restoration	5/1/20 - 4/10/22	yes	1,893,671	45%	846,660	1.000	846,660
UMaine Engineering Design Center, Orono, Maine	General Building Construction	5/19/20 - 5/19/22	yes	55,445,207	42%	23,442,234	1.000	23,442,234
Mary Baker Eddy House Restore, Newton, MA	Historical Renovation	6/8/20 - 3/9/22	yes	23,350,980	24%	5,487,480	1.000	5,487,480
Acton-Boxborough Regional School District - Douglas/Gates Elementary, Acton, MA	General Building Construction	6/15/20 - 4/28/23	yes	93,351,607	42%	39,030,307	1.333	29,272,730
Tewksbury Elementary School, Tewksbury, MA	General Building Construction	6/15/20 - 11/15/22	yes	78,364,160	32%	24,716,056	1.000	24,716,056
DHMC - Patient Tower, Lebanon, NH	General Building Construction	6/29/20 - 12/9/22	yes	109,750,043	48%	52,855,621	1.000	52,855,621
Sharon High School, Sharon MA	General Building Construction	8/15/20 - 8/30/23	yes	121,999,562	58%	70,698,746	1.667	42,419,248
Embassy of Switzerland Reno, Washington, DC	General Building Construction	9/4/20 - 4/25/22	yes	12,329,692	29%	3,534,923	1.000	3,534,923
RMR - 11 Dupont Circle, Washington, DC	General Building Construction	9/5/20 - 2/28/22	yes	4,257,120	8%	322,690	1.000	322,690

Project Title & Location	Work Category	Start and End Dates	On Schedule	Contract Price	% NOT Complete	\$ Value of Work Not Complete	No. of Years Remaining	Annualized Value of Incomplete Work
Pirelli Building - Hotel Marcel, New Haven, CT	General Building Construction	9/8/20 - 5/20/22	yes	30,004,165	19%	5,583,775	1.000	5,583,775
Waltham High School, Waltham, MA	General Building Construction	9/21/20 - 5/24/24	yes	296,772,167	81%	238,990,626	2.417	98,892,673
KSP - 101 Cambridge Park Drive, Cambridge, MA	General Building Construction	10/13/20 - 10/13/22	yes	79,135,387	53%	41,633,127	1.000	41,633,127
Capital Jewish Museum - Synagogue and Museum, Washington, DC	General Building Construction	11/1/20 - 5/9/22	yes	18,044,745	32%	5,723,793	1.000	5,723,793
York County Judicial Center, Biddeford, ME	General Building Construction	11/2/20 - 1/2/23	yes	61,059,302	47%	28,716,190	1.000	28,716,190
Partners - Salem ASC, Salem, NH	General Building Construction	11/4/20 - 8/9/22	yes	46,269,754	62%	28,520,676	1.000	28,520,676
Portland Foreside - BLDG 1A, Portland, ME	General Building Construction	11/16/20 - 5/31/22	yes	26,453,145	17%	4,415,030	1.000	4,415,030
Portland Foreside - Infrastructure, Portland, ME	General Building Construction	11/16/20 - 3/11/22	yes	8,341,487	13%	1,051,027	1.000	1,051,027
NPS - Meridian Hill Park Ph 5&6, Washington, DC	Historical Renovation	12/10/20 - 6/15/22	yes	8,502,674	39%	3,327,096	1.000	3,327,096
UMMHC - Electrical Distribution, Worcester, MA	General Building Construction	12/21/20 - 7/15/22	yes	6,425,136	36%	2,302,769	1.000	2,302,769
MIT - Burton Connor Undergrad, Cambridge, MA	General Building Construction	1/4/21 - 6/21/22	yes	76,354,583	39%	29,679,027	1.000	29,679,027
UMMHC - Lakeside 3 Isolation, Worcester, MA	General Building Construction	1/11/21 - 4/15/22 (On Hold)	yes	913,400	38%	345,631	1.000	345,631
Sanofi - Parcel H TI, Cambridge, MA	General Building Construction	1/25/21 - 2/25/22	yes	81,324,895	29%	23,795,664	1.000	23,795,664
Fore St. Parking Vertical Expansion, Portland, ME	General Building Construction	2/10/21 - 3/23/22	yes	12,894,191	36%	4,657,382	1.000	4,657,382
Tufts - Farnsworth 6 ICU, Boston, MA	General Building Construction	2/26/21 - 3/8/22	yes	13,436,284	20%	2,722,191	1.000	2,722,191
Yale University - Vivarium, New Haven, CT	General Building Construction	3/1/21 - 11/18/22	yes	33,818,220	62%	20,859,078	1.000	20,859,078
ARCH - Tewksbury ES Theater, Tewksbury, MA	Energy Management Systems	3/1/21 - 6/30/22	yes	184,393	95%	175,727	1.000	175,727
Bowdoin Mills Hall/Arctic Center, Brunswick, ME	General Building Construction	3/1/21 - 12/30/22	yes	29,278,593	60%	17,496,887	1.000	17,496,887
ARCH - Brooks School Admissions, North Andover, MA	Energy Management Systems	3/15/21 - 2/28/22	yes	70,000	82%	57,330	1.000	57,330
Sacred Heart University - New Hockey Arena, Fairfield, CT	General Building Construction	3/15/21 - 11/4/22	yes	71,174,248	67%	47,957,209	1.000	47,957,209
Northern Light Health - Mercy Hospital Addition, Portland, ME	General Building Construction	3/23/20 - 2/28/22	yes	38,230,441	4%	1,487,164	1.000	1,487,164
MITIMco - 750 Main TI Engine, Cambridge, MA	General Building Construction	3/25/21 - 7/29/22	yes	52,884,466	39%	20,751,864	1.000	20,751,864
ARCH - IBMS Portland Foreside 1A, Portland, ME	Energy Management Systems	4/1/21 - 2/28/22	yes	334,168	56%	187,468	1.000	187,468
Boston Properties - City Point Core, Waltham, MA	General Building Construction	4/1/21 - 3/31/23	yes	133,289,048	81%	108,297,352	1.250	86,637,881
AOC - TJB Emergency Generator, Washington, DC	General Building Construction	4/19/21 - 4/15/22	yes	9,180,930	55%	5,020,133	1.000	5,020,133
NRF - Rough Point Restore Ph1, Newport, RI	Historical Building Restoration	Phase 1: 5/1/21 - 6/1/22	yes	4,671,240	43%	2,021,713	1.000	2,021,713
ARE - 161 First Street, Cambridge, MA	General Building Construction	5/3/21 - 7/22/22	yes	10,807,979	60%	6,481,545	1.000	6,481,545
Amaro - 101 Q Street, NE, Washington, DC	General Building Construction	5/4/21 - 5/29/22	yes	14,126,028	64%	9,019,469	1.000	9,019,469
Breakthrough Properties - CRISPR Therapeutics, Boston, MA	General Building Construction	5/10/21 - 3/16/22	yes	67,386,653	36%	23,922,262	1.000	23,922,262
Providence Cathedral Towers, Providence, RI	Historical Building Restoration	5/10/21 - 4/2/22	yes	9,070,854	26%	2,360,236	1.000	2,360,236
Ragon Institute 2.0, Cambridge, MA	General Building Construction	5/18/21 - 3/12/24	yes	260,000,000	94%	244,062,000	2.250	108,472,000
CUA - Hartke Theatre, Washington, DC	General Building Construction	6/7/21 - 4/14/22	yes	3,574,929	38%	1,350,608	1.000	1,350,608
Brooks School New Admissions Building, North Andover, MA	General Building Construction	6/14/21 - 3/7/22	yes	3,541,463	36%	1,267,844	1.000	1,267,844
University of Albany - Schuyler Phase IV, Albany, NY	Historical Building Restoration	6/17/21 - 4/8/23	yes	23,175,000	90%	20,781,023	1.333	15,585,767
General Dynamic Electric Boat - Nuclear Support Build, Groton, CT	General Building Construction	6/21/21 - 8/1/22	yes	18,905,858	58%	11,016,443	1.000	11,016,443
NFS - Off the Rails Music Venue, Worcester, MA	General Building Construction	6/22/21 - 4/1/22	yes	3,050,000	45%	1,372,500	1.000	1,372,500
4650 Broadway, New York, NY	General Building Construction	7/1/21 - 10/31/24	yes	1,935,881	0%	8,131	2.833	2,870
Bates College - Dana Hall Reno, Lewiston, ME	General Building Construction	7/6/21 - 6/20/22	yes	13,845,343	59%	8,149,369	1.000	8,149,369
Johns Hopkins University - SNFAL, Baltimore, MD	General Building Construction	7/6/21 - 9/17/23	yes	32,268,249	86%	27,699,065	1.750	15,828,037
Asturian - JEB Little Creek, Virginia Beach, VA (LTCK-P914) (Joint Venture)	General Building Construction	7/8/21 - 8/12/22	yes	2,159,693	61%	1,307,910	1.000	1,307,910
TMC - Proger 4 CT Upgrade, Boston, MA	General Building Construction	Phase 1: 7/12/21 - 8/6/21; Phase 2: Waiting on Dates	yes	298,118	14%	42,094	1.000	42,094

Project Title & Location	Work Category	Start and End Dates	On Schedule	Contract Price	% NOT Complete	\$ Value of Work Not Complete	No. of Years Remaining	Annualized Value of Incomplete Work
Albany Medical Center - A6/A7 Cath Lab, Albany, NY	General Building Construction	7/12/21 - 5/16/22	yes	1,552,773	46%	714,276	1.000	714,276
Greystar - 74 Middlesex Ave, Somerville, MA	General Building Construction	7/19/21 - 4/24/24	yes	270,266,668	99%	266,536,988	2.333	114,230,138
WCSU Berkshire Hall, Danbury, CT	General Building Construction	7/20/21 - 1/27/23	yes	21,064,384	85%	18,001,623	1.083	16,616,883
NRC 28 Chestnut, Somerville, MA	General Building Construction	8/2/21 - 10/30/23	yes	117,460,178	91%	107,440,825	1.833	58,604,086
MLK Gateway, Phase 2, Washington, DC (Joint Venture)	General Building Construction	8/2/21 - 11/18/22	yes	19,438,266	93%	17,982,340	1.000	17,982,340
Millbrook - Alumni House, Millbrook, NY	General Building Construction	8/23/21 - 6/23/22	yes	1,032,944	55%	571,528	1.000	571,528
Boston Athenaeum - Exp & Reno, Boston, MA	General Building Construction	8/23/21 - 8/23/22	yes	10,996,880	73%	8,013,426	1.000	8,013,426
BX Science - Stanley Manne Ins, Bronx, NY	General Building Construction	8/24/21 - 2/8/23	yes	15,764,076	69%	10,935,540	1.167	9,373,320
NLH - EMMC CT Renovation 2021, Bangor, ME	General Building Construction	8/25/21 - 8/22/22	yes	2,540,495	66%	1,673,932	1.000	1,673,932
Iona College - Murphy Green, New Rochelle, NY	General Building Construction	9/1/21 - 4/4/22	yes	3,408,435	59%	2,023,928	1.000	2,023,928
TJX - 550 Generator, Framingham, MA	General Building Construction	9/1/21 - 3/1/22	yes	5,154,870	72%	3,692,949	1.000	3,692,949
TJX - 550 Cochituate MDF BMS, Framingham, MA	General Building Construction	9/1/21 - 3/1/22	yes	2,418,348	66%	1,599,253	1.000	1,599,253
Grubb Prop - Remediation Work, Long Island City, NY	General Building Construction	9/1/21 - 3/31/22	yes	1,974,331	44%	867,521	1.000	867,521
Grubb Prop - MTA Work, Long Island City, NY	General Building Construction	9/1/21 - 3/15/22	yes	1,426,229	45%	636,383	1.000	636,383
ARCH - Boston Athenaeum BAS, Boston, MA	Energy Management Systems	9/2/21 - 4/12/22	yes	210,000	86%	179,697	1.000	179,697
NLH - Mercy Misc. Projects, Portland, ME	General Building Construction	9/6/21 - 4/9/22	yes	875,066	87%	757,282	1.000	757,282
Center for Discovery Childrens Hospital, Rock, Hill NY	General Building Construction	9/7/21 - 9/19/22	yes	38,999,938	87%	33,865,455	1.000	33,865,455
Colby College - Arts & Innovation Center, Waterville, ME	General Building Construction	9/27/21 - 4/30/22	yes	54,473,269	85%	46,563,750	1.000	46,563,750
Vertex - C> Asset Tagging, Boston, MA	General Building Construction	10/1/21 - 2/28/22	yes	187,237	72%	134,024	1.000	134,024
UMMHC - ED Projects, Worcester, MA	General Building Construction	10/1/21 - 3/31/22	yes	15,252	0%	0	1.000	0
UMMHC - COVID Site Porta Potty, Worcester, MA	General Building Construction	10/1/21 - 4/1/22	yes	5,000	77%	3,850	1.000	3,850
Newton-Wellesley Hosp - EMC-1, Newton, MA	General Building Construction	10/4/21 - 3/1/22	yes	1,548,100	69%	1,062,616	1.000	1,062,616
UJA - HKC Phase 2, Orangeburg, NY	General Building Construction	10/4/21 - 5/27/22	yes	12,557,586	67%	8,413,583	1.000	8,413,583
Vertex - VMC Part 4 Reno, Boston, MA	General Building Construction	10/11/21 - 5/3/22	yes	1,993,554	67%	1,328,305	1.000	1,328,305
Learning First Charter School, Worcester, MA	General Building Construction	10/18/21 - 7/15/22	yes	16,926,768	93%	15,660,646	1.000	15,660,646
Tufts Medical Center - Floating 3 Lab Phase 1 - Boston, MA	General Building Construction	10/18/21 - 3/4/22	yes	1,032,994	55%	571,556	1.000	571,556
FV LLC - L'Dor ALF, New City, NY	General Building Construction	10/18/21 - 7/4/22	yes	7,098,835	96%	6,807,783	1.000	6,807,783
Finway Kilmarnock - East Building, Boston, MA	General Building Construction	11/1/21 - 4/26/24	yes	3,569,762	1%	46,050	2.333	19,736
Woods Hole - Roof Fencing, Woods Hole, MA	General Building Construction	11/15/21 - 3/1/22	yes	50,000	98%	48,850	1.000	48,850
MEEI - Cornea Office Paint/Flr, Boston, MA	General Building Construction	11/27/21 - 3/1/22	yes	49,400	98%	48,214	1.000	48,214
AbbVie - Campus Renovations, Worcester, MA	General Building Construction	11/29/21 - 3/1/22	yes	3,470,262	96%	3,316,876	1.000	3,316,876
U New Haven - Buckman B120, West Haven, CT	General Building Construction	12/1/21 - 3/1/22	yes	98,236	92%	90,574	1.000	90,574
U New Haven - Buckman Glycol, West Haven, CT	General Building Construction	12/1/21 - 3/1/22	yes	399,535	96%	382,395	1.000	382,395
U New Haven - Store Roof Replc, West Haven, CT	General Building Construction	12/1/21 - 3/1/22	yes	99,177	17%	17,108	1.000	17,108
BIDMC SL-0B3 Main Accumulation, Boston, MA	General Building Construction	12/1/21 - 3/1/22	yes	189,943	98%	185,954	1.000	185,954
MITIMCO - 730 Main St TI Fitout, Cambridge, MA	General Building Construction	12/7/21 - 7/29/22	yes	11,345,548	88%	10,027,195	1.000	10,027,195
Resilience - Bedford GMP Fit-Out, Bedford, MA	General Building Construction	12/13/21 - 7/29/22	yes	6,481,381	91%	5,920,742	1.000	5,920,742
ARCH - Off the Rails BAS, Worcester, MA	Energy Management Systems	12/15/21 - 3/15/22	yes	16,000	92%	14,699	1.000	14,699
U New Haven - Glycol Install, New Haven, CT	General Building Construction	12/17/21 - 3/1/22	yes	282,034	100%	282,034	1.000	282,034
UMMHC - Sub-Waiting Door/Frame, Worcester, MA	General Building Construction	12/23/21 - 3/30/22	yes	30,991	100%	30,991	1.000	30,991
NEU - RODI 1st Floor Distibute, Boston, MA	General Building Construction	12/27/21 - 3/1/22	yes	235,000	98%	230,065	1.000	230,065
Velocity 3400 Connecticut Ave, Washington, DC	General Building Construction	12/27/21 - 5/31/23	yes	16,200,809	100%	16,140,866	1.417	11,393,552
NYIT - Wisser Storm Repairs, Old Westbury, NYC	General Building Construction	12/27/21 - 3/1/22	yes	310,000	100%	310,000	1.000	310,000

Project Title & Location	Work Category	Start and End Dates	On Schedule	Contract Price	% NOT Complete	\$ Value of Work Not Complete	No. of Years Remaining	Annualized Value of Incomplete Work
ARCH - Fess Lighting Ctrl Cx, Newton, MA	Energy Management Systems	1/1/22 - 2/28/22	yes	3,750	100%	3,750	1.000	3,750
FPCS - SE Elementary Canopy, Washington, DC	General Building Construction	1/1/22 - 2/28/22	yes	55,300	100%	55,300	1.000	55,300
JFK Ctr - Memorial Atrium Reno, Washington, DC	General Building Construction	1/3/22 - 9/7/22	yes	11,008,317	94%	10,324,701	1.000	10,324,701
SSC - Watertown, Watertown, MA	General Building Construction	1/3/22 - 3/31/23	yes	101,816,275	99%	100,716,659	1.250	80,573,327
Springfield College - Science Bldg, Springfield, MA	General Building Construction	1/3/22 - 7/28/23	yes	4,006,221	96%	3,860,395	1.583	2,438,144
NYU Langone - GI & Interdiscip, Huntington, NY	General Building Construction	1/4/22 - 7/29/22	yes	4,813,463	100%	4,813,463	1.000	4,813,463
Asturian - A-51/A-52 Repairs, Norfolk, VA (Joint Venture)	General Building Construction	1/4/22 - 4/3/23	yes	8,727,204	100%	8,727,204	1.250	6,981,763
Asturian - Bldg 684 Upgrades, Newport, RI (Joint Venture)	General Building Construction	1/10/22 - 2/28/23	yes	3,319,541	100%	3,319,541	1.167	2,845,321
AAG - Lawrence Oliver School, Lawrence, MA	General Building Construction	1/10/22 - 2/14/25	yes	5,981,632	93%	5,561,721	3.167	1,756,333
BSO - Tanglewood Ceiling Repl, Lenox, MA	General Building Construction	1/15/22 - 2/28/22	yes	25,000	100%	25,000	1.000	25,000
ARE - LIC Science Hotel 1st Floor, Long Island City, NY	General Building Construction	1/15/21 - 3/28/22	yes	7,022,696	90%	6,297,251	1.000	6,297,251
MIT - Star Building Netting, Cambridge, MA	General Building Construction	1/17/22 - 3/1/22	yes	9,363	100%	9,363	1.000	9,363
Saratoga Casino - GB Demo, Saratoga Springs, NY	General Building Construction	1/17/22 - 3/1/22	yes	149,150	100%	149,150	1.000	149,150
MEEI SERI - Animal EF Replace, Boston, MA	General Building Construction	1/24/22 - 3/30/22	yes	352,816	86%	302,998	1.000	302,998
ARCH - WPI Hackfeld House BAS, Worcester, MA	Energy Management Systems	1/25/22 - 3/25/22	yes	8,980	100%	8,980	1.000	8,980
MRMC - Central Sterilizations, Milford, MA	General Building Construction	1/31/22 - 2/25/22	yes	10,000	100%	10,000	1.000	10,000
ARCH - Fess Science Graphics, Newton, MA	Energy Management Systems	1/31/22 - 3/1/22	yes	3,300	100%	3,300	1.000	3,300
St Lukes Hospital - Spec Care Nursery, New Bedford, MA	General Building Construction	1/31/22 - 6/7/22	yes	2,164,800	100%	2,164,800	1.000	2,164,800
HealthAlliance - VMC MAC Reno, Kingston, NY	General Building Construction	2/7/22 - 8/25/22	yes	8,523,297	100%	8,523,297	1.000	8,523,297
UMMHC - Pyxis Meds 149, Worcester, MA	General Building Construction	2/11/22 - 3/4/22	yes	18,800	100%	18,800	1.000	18,800
Columbia Property Trust - Boynton Gateway, Boston, MA	General Building Construction	2/14/22 - 5/25/24	yes	200,000,000	100%	200,000,000	2.417	82,758,621
Colby - Johnson Pond Housing, Waterville, ME	General Building Construction	2/14/22 - 8/19/22	yes	16,000,000	100%	16,000,000	1.000	16,000,000
Northwell - Glen Cove Hospital Floor 3 Upgrades, Glen Cove, NY	General Building Construction	2/14/22 - 7/28/22	yes	5,334,050	100%	5,334,050	1.000	5,334,050
UMMHC - ED Sub-Waiting Floor, Worcester, MA	General Building Construction	2/16/22 - 3/11/22	yes	16,013	100%	16,013	1.000	16,013
US Nav Acad - MacDonough Reno, Annapolis, MD	General Building Construction	2/21/22 - 11/12/24	yes	41,465,054	100%	41,465,054	2.917	14,216,590
TOTAL WORK NOT COMPLETE								1,788,781,991

Projects Under Contract Yet to Commence								
Project Title & Location	Work Category	Start and End Dates	On Schedule	Contract Price	% NOT Complete	\$ Value of Work Not Complete	No. of Years Remaining	Annualized Value of Incomplete Work
Lexington - Fire Dep D-B Solar, Lexington, MA	Energy Management Systems	3/1/22 - 10/31/22	yes	147,814	100%	147,814	1.000	147,814
Asturian - Jet Eng Test Cell, Norfolk, VA (Joint Venture)	General Building Construction	3/7/22 - 10/28/22	yes	655,145	100%	655,145	1.000	655,145
1 Canal Plaza Façade, Portland, ME	General Building Construction	3/24/22 - 1/26/23	yes	5,465,254	100%	5,465,254	1.000	5,465,254
Asturian - SDA-205 Rep/Reno, Norfolk, VA (Joint Venture)	General Building Construction	4/13/22 - 12/30/22	yes	3,947,832	100%	3,947,832	1.000	3,947,832
2 Canal Plaza Entrance Reno, Portland, ME	General Building Construction	4/19/22 - 9/22/22	yes	972,551	100%	972,551	1.000	972,551
Lockwood Mathews - Museum Reno, Norwalk, CT	Historical Restoration	5/2/22 - 9/15/23	yes	5,100,000	100%	5,100,000	1.417	3,600,000
U of Hartford - Village Apts, West Haven, CT	General Building Construction	5/16/22 - 8/19/22	yes	15,000,000	100%	15,000,000	1.000	15,000,000
SUNY - New Paltz Awosting GCs, New Paltz, NY	General Building Construction	5/23/22 - 8/18/23	yes	3,300,000	100%	3,300,000	1.250	2,640,000
SUNY - New Paltz Awosting Cons, New Paltz, NY	General Building Construction	5/23/22 - 8/18/23	yes	32,000,000	100%	32,000,000	1.250	25,600,000
Asturian - P-824 Demolition, Virginia Beach, VA (Joint Venture)	General Building Construction	6/10/22 -	yes	5,453,764	100%	5,453,764	1.667	3,272,258
Stoneham High School, Stoneham, MA	General Building Construction	6/6/22 - 8/12/24	yes	153,500,000	100%	153,500,000	2.167	70,846,154
Peabody - Welch Elementary School, Peabody, MA	General Building Construction	6/20/22 - 10/27/23	yes	21,600,000	100%	21,600,000	1.333	16,200,000
HHFT - Breakneck Connector, Fishkill, NY	General Building Construction	7/1/22 - 9/29/23	yes	19,000,000	100%	19,000,000	1.250	15,200,000
Emb of FRA - Ambassador Res P2, Washington, DC	Historical Restoration	7/15/22 - 12/1/23	yes	3,500,000	100%	3,500,000	1.417	2,470,588
Somerville - Public Safety, Somerville, MA	General Building Construction	10/17/22 - 12/16/24	yes	51,250,000	100%	51,250,000	2.167	23,653,846
MHA - Saltonstall Renovation, Medford, MA	General Building Construction	1/2/23 - 7/1/25	yes	70,000,000	100%	70,000,000	2.500	28,000,000
GSA - Alexander Hamilton CH P1, New York, NY	General Building Construction	9/1/23 - 3/22/27	yes	45,267,600	100%	45,267,600	3.583	12,632,819

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

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone

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? YES NO

If you have answered YES to either question, explain. _____

Part 2B - Currently Held Contracts References

Current Projects In Construction					
Project Title	Owner Designer GC	Company Name	Contact Person	Telephone	Email
MBTA - South Shore Garages	Owner Designer GC	MBTA Kleinfelder Consigli Construction	Courtney Lackard Christopher Sweet Jody Staruk	(617)222-5754 (978)866-6217 (508)473-2580	clackard@mbta.com csweet@kleinfelder.com
Smithsonian National Air & Space Museum - Artifact Move	Owner Designer GC	Smithsonian Institution - Office of Facilities Engineering and Operations Quinn Evans Architects Consigli Construction	Josh Shaw Larry Barr Eric Tievy	(202)298-6700 (202)800-2802	lbarr@quinevans.com
Smithsonian National Air & Space Museum - Building Envelope & HVAC Revitalization	Owner Designer GC	Smithsonian Institution - Office of Facilities Engineering and Operations Quinn Evans Architects Consigli Construction	Eve Erickson TBD Eric Tievy	(202)633-5214 (202)298-6700 (202)800-2802	ericksonE@si.edu
MBTA - Quincy Adams Elevators	Owner Designer GC	MBTA Gannett Fleming Consigli Construction	Steve Belanger Jody Staruk	(617)352-2362 (508)473-2580	sbelanger@mbta.com
Cambridge Housing Authority - Millers Rivers Apartment Reno	Owner Designer GC	Cambridge Housing Authority Dietz & Company Architects, Inc. Consigli Construction	Garrett Anderson Bill O'Rourke	(617)520-6395 (413)733-6798 (508)473-2580	ganderson@cambridgehousing.org
Chelsea - Soldiers Home	Owner Designer GC	DCAMM Payette Associates, Inc. Consigli Construction	Phillip Schreiberman Scott Parker Brian Hamilton	(857)204-1489 (617)895-1000 (508)473-2580	phillip.schreiberman@massmail.state.ma.us rich@charneyarchitects.com
Attleboro High School	Owner Designer GC	City of Attleboro Kaestle Boos Associates, Inc. Consigli Construction	Barry LaCasse Brian Solywoda Brian Hamilton	(508)223-2222 (508)549-9906 (508)473-2580	
Framingham - Fuller Middle School	Owner Designer GC	City of Framingham c/o Symmes Maini & McKee Associats Jonathan Levi Architects Consigli Construction	Joel Seeley Janathan Levi Christian Riordan	(617)547-5400 (617)437-9458 (508)473-2580	jseeley@smma.com
MITIMco - 750 Main Street	Owner Designer GC	MITIMCo TK&A Consigli Construction	Ken Williams Alan Peterson Jeffrey Navin	(617)253-4900 (617)475-4000 (508)473-2587	
Lincoln Public School Renovation	Owner Designer GC	Lincoln Public School Committee SMMA Consigli Construction	Alex Pitkin Christian Riordan	(617)520-9220 (508)473-2580	apitkin@smma.com
Friendship Public Charter School - Southeast Middle School	Owner Designer GC	Friendship Public Charter Schools Michael Marshall Design Consigli Construction	Eric Tievy	202-249-1107 202-800-2802	
National Institutes of Health, Upgrade Emergency Generator (Joint Venture)	Owner Designer GC	National Institutes of Health Asturian-Consigli JV, LLC	Pete Miller Jim Christian	508-473-2587	jchristian@consigli.com
GLX - Green Line Ext Stations	Owner Designer GC	MBTA STV GLX Constructors	Nicole Charves-Ferrer	508-717-5948	nicole.charves@glxconstruct.com
CHA - Daniel F. Burns Apt. Reno	Owner Designer GC	Cambridge Housing Authority Bargmann Hendrie + Archetype Consigli Construction	Goran Smilic Ben Wilson Bill O'Rourke	617-864-3020 617-456-2261 508-473-2580	gsmilic@cambridge-housing.org bwilson@bhplus.com
Breakthrough Properties - 105 W First	Owner Designer GC	Breakthrough Properties Payette Consigli Construction	Tim Stoll Darrin Ball	617-515-3875 617-895-1000 508-473-2580	tstoll@btprop.com dball@consigli.com
Netherlands Carillon Rehab	Owner Designer GC	US Department of the Interior - National Park Service Quinn Evans Architects Consigli Construction	Karen La Bouf-Kind Tom Jester Phil Brault	303-969-2181 202-591-2537 202-800-2802	karen_labouff-kind@nps.gov tjester@quinnevans.com
Stonington Lighthouse Museum	Owner Designer GC	Stonington Historical Society Oudens Eilo Architecture LLC Consigli Construction	Elizabeth Wood Conrad Eilo Mike Walker	(508)473-2580	director@stoningtonhistory.org
DC Public Library Lamond- Riggs	Owner Designer GC	DC Public Library - Dept. of Capital Planning & Construction HGA Consigli Construction	Diane Wooden Peter Cook Eric Tievy	(202)727-4800 (703)317-6073 (202)800-2802	diane.wooden2@dc.gov pcook@hga.com
Greystar - 212-222 Stuart St.	Owner Designer GC	Greystar (GUGV II 212 Stuart Property Owning, LLC.) Sasaki Consigli Construction	Ryan Souls Chris Scarvalas	(617)926-3300 (508)473-2580	ryan.souls@greystar.com
Noannet Group - Cambria Hotel	Owner Designer GC	The Noannet Group Cambridge Seven Associates Consigli Construction	Jordan Warshaw Gary Johnson Chris Scarvalas	(617)851-9995 (617)492-7000 (508)473-2580	jwarshaw@noannet.com
Norfolk Naval Shipyard Facility Repair (Joint Venture)	Owner Designer GC	NAVFAC Mid Atlantic Asturian-Consigli JV, LLC	Holly Manning Jim Christian	508-473-2580	jchristian@consigli.com
Portland Foreside - Bldg 4 & 5	Owner Designer GC	Portland Foreside Development Co. Woodard & Curran Consigli Construction	Casey Prentice Denise Cameron Thomas Weeks	207-517-1100 207-558-3708 508-473-2580	cwp@portlandforeside.com dcameron@woodardcurran.com tweeks@consigli.com
Arlington High School	Owner Designer GC	Town of Arlington HMFH Architects Consigli Construction	Domenic Lanzillotti Lori Cowles Todd McCabe	781-316-3003 617-492-2200 508-473-2580	dlanzillotti@town.arlington.ma.us tmccable@consigli.com
AbbVie COVID Screening Trailer	Owner Designer GC	Abbvie Bioresearch Corp Consigli Construction	Alex Pfordresher Brian Hamilton	508-688-3644 508-473-2580	alexander.pfordresher@abbvie.com Bhamilton@consigli.com
Menokin - Phase 1 & 2 Masonry	Owner Designer GC	Menokin Foundation REID Architecture PLLC Consigli Construction	Sam Mckelvey Reid Freidman Phil Brault	646-477-1096 508-473-2580	smckelvey@menokin.org reid@reidarc.com pbrault@consigli.com

Project Title	Owner Designer GC	Company Name	Contact Person	Telephone	Email
UMaine Engineering Design Center	Owner Designer GC	The University of Maine WBRC/Ellenzweig Consigli Construction	Walter Shannon Kris Kowal Matt Tonello	(207)581-2638 (207)947-0735 (508)473-2580	walter.shannon@umit.maine.edu kris.kowal@wbrcae.com
Mary Baker Eddy House Restore	Owner Designer GC	The Longyear Museum Wolf Architects Consigli Construction	Todd McCabe	617-742-7557 508-473-2580	tmccabe@consigli.com
Acton-Boxborough Regional School District - Douglas/Gates Elementary	Owner Designer GC	Acton-Boxborough Regional School District Arrowstreet Consigli Construction	Emily Grandstaff-Rice Jody Staruk	617-666-7071 508-473-2580	dradstaff-rice@arrowstreet.com jstaruk@consigli.com
Tewksbury Elementary School	Owner Designer GC	Town of Tewksbury Flansburgh Architects Consigli Construction	Richard Montouri Kent Kovacs Christian Riordan	978-640-4300 617-367-3970 508-473-2580	
DHMC - Patient Tower	Owner Designer GC	Dartmouth-Hitchcock Medical Center HDR, Inc. Consigli Construction	David Stiger Jessica Stebbins Brian Hamilton	(603)650-5741 (617)357-7700 (508)473-2580	david.i.stiger@hitchcock.org Jessica.Stebbins@hdrinc.com
Sharon High School	Owner Designer GC	Town of Sharon c/o PMA Consultants Tappe Consigli Construction	Matthew Guino Chris Blessen Christian Riordan	781-519-1069 617-451-0200 508-473-2580	criordan@consigli.com
Embassy of Switzerland Reno	Owner Designer GC	Federal Office for Buildings and Logistics DLR Group Consigli Construction	Marianne Vetter Mike Minton Phil Brault	202-393-6445 508-473-2580	marianne.vetter@bbl.admin.ch mminton@dirgroup.com pbrault@consigli.com
RMR - 11 Dupont Circle	Owner Designer GC	FP 11 Dupont Circle LLC (c/o The RMR Group) Hellmuth, Obata, Kassabaum, Inc. Consigli Construction	Vincent Ng Eric Tievy	202-390-7318 508-473-2580	vincent.ng@hok.com etievy@consigli.com
Pirelli Building - Hotel Marcel	Owner Designer GC	Becker & Becker Associates Becker & Becker Associates Consigli Construction	Bruce Becker Bruce Becker Mike Walker	203-292-4990 203-292-4990 508-473-2580	bruce@beckerandbecker.com bruce@beckerandbecker.com mwalker@consigli.com
Waltham High School	Owner Designer GC	City of Waltham SMMA Consigli Construction	Paul Centofanti Lorraine Finnegan Jim Hervol	781-314-3222 781-640-3756 508-473-2580	pcentofanti@city.waltham.ma.us lfinnegan@smma.com jhervol@consigli.com
KSP - 101 Cambridge Park Drive	Owner Designer GC	King Street Properties DiMella Shaffer Consigli Construction	Tyson Reynoso Randy Kerie Todd McCabe	617-910-5504 617-426-5004 508-473-2580	treyoso@ks-prop.com Rkerie@dimellashaffer.com
Capital Jewish Museum - Synagogue and Museum	Owner Designer GC	Capital Jewish Museum Smith Group Consigli Construction	Kara Blond Susan Pommerer Eric Tievy	202-789-0900 202-974-0847 508-473-2580	kblond@capitaljewishmuseum.org susan.pommerer@smithgroup.com Etievy@consigli.com
York County Judicial Center	Owner Designer GC	Maine Judicial Branch Finegold Alexander Consigli Construction	James Glessner Jeff Garriga Dave Thomas	(207)822-0780 (617)227-9272 (508)473-2580	james.t.glessner@courts.maine.gov jig@faainc.com
Partners - Salem ASC	Owner Designer GC	Partners Healthcare Inc. Consigli Construction	Stephen Denis Brian Hamilton	508-473-2580	sdenis@partners.org Bhamilton@consigli.com
Portland Foreside - BLDG 1A	Owner Designer GC	Portland Foreside Development Co. Perkins + Will Consigli Construction	Casey Prentice Derek Johnson Tom Weeks	207-517-1100 207-406-3430 508-473-2580	cwp@portlandforeside.com derek.johnson@perinswill.com tweeks@consigli.com
Portland Foreside - Waterfront	Owner Designer GC	Portland Foreside Development Co. Woodard & Curran Consigli Construction	Casey Prentice Denise Cameron Thomas Weeks	207-517-1100 207-558-3708 508-473-2580	cwp@portlandforeside.com dcameron@woodardcurran.com tweeks@consigli.com
NPS - Meridian Hill Park Ph 5&6	Owner Designer GC	National Park Service, DSC Contracting Services Division Consigli Construction	Dale Brown Phil Brault	508-473-2580	pbrault@consigli.com
UMMHC - Electrical Distribution	Owner Designer GC	UMass Memorial Medical Center SAAM Consigli Construction	Scott Reynolds Brian Hamilton	508-334-5216 508-473-2580	scott.reynolds@umassmemorial.org Bhamilton@consigli.com
MIT - Burton Connor Undergrad	Owner Designer GC	Massachusetts Institute of Technology Goody Clancy Consigli Construction	James May Jean Carroon Todd McCabe	617-324-6986 617-850-6651 508-473-2580	jmay@mit.edu jean.carroon@goodyclancy.com tmccabe@consigli.com
UMMHC - Lakeside 3 Isolation	Owner Designer GC	UMass Memorial Medical Center Smith Group Consigli Construction	Scott Reynolds Dan McDonald Brian Hamilton	508-334-5216 617-502-3400 508-473-2580	scott.reynolds@umassmemorial.org daniel.mcdonald@smithgroup.com Bhamilton@consigli.com
Sanofi - Parcel H TI	Owner Designer GC	Sanofi HOK Design Consigli Construction	Jeff Navin	(508)473-2580	
Fore St. Parking Vertical Expansion	Owner Designer GC	East Brown Cow Management, Inc. Thonton Thomasetti Consigli Construction	Denine Leeman Todd Neal Dave Thomas	207-775-2252 207-879-1838 508-473-2580	dleeman@eastbrowncow.com todd@beckerstructural.com dthomas@consigli.com
Tufts - Farnsworth 6 ICU	Owner Designer GC	Tufts Medical Center Isgenuity LLC Consigli Construction	Chuck Labins Ai Kurokawa Stephanie O'Brien	617-419-4660 508-473-2580	akurokawa@isgenuity.com sobrien@consigli.com
Yale University - Vivarium	Owner Designer GC	Yale University TLB Architecture LLC Consigli Construction	Matt LeBaron Victor Ciancetta	860-526-9448 508-473-2580	vciancetta@consigli.com
ARCH - Tewksbury ES Theater	Owner Designer GC	Consigli Construction	Kailash Viswanathan	508-473-2580	kviswanathan@consigli.com
Bowdoin Mills Hall/Arctic Center	Owner Designer GC	Bowdoin College HGA Architects Consigli Construction	Don Borkowski Rebecca Celis Matt Tonello	(207)798-1436 (617)758-4598 (508)473-2580	dborkowski@bowdoin.edu rcelis@hga.com mtonello@consigli.com
ARCH - Brooks School Admissions	Owner Designer GC	Brooks School Consigli Construction	Kailash Viswanathan	508-473-2580	kviswanathan@consigli.com

Project Title	Owner Designer GC	Company Name	Contact Person	Telephone	Email
Sacred Heart University - New Hockey Arena	Owner Designer GC	Sacred Heart University JLG Architects Consigli Construction	Carmelo Cicero-Santarena Michael Vetter Mike Walker	203-3966892 701-365-8617 508-473-2580	ciceroc@sacredheart.edu mvetter@jlgarchitects.com mwalker@consigli.com
Northern Light Health - Mercy Hospital Addition	Owner Designer GC	Northern Light Health SMRT Consigli Construction	Nick Munro Kristen Damuth Dave Thomas	207-533-6633 207-321-3847 508-473-2580	nmunro@northernlight.org kdamuth@smrtinc.com dthomas@consigli.com
MITIMco - 750 Main TI Eng	Owner Designer GC	MITIMCo Gensler Consigli Construction	Ken Williams Jeff Navin	(617)253-4900 (508)473-2580	
ARCH - IBMS Portland Foreside 1A	Owner Designer GC	Consigli Construction	Brendan Crosby	207-272-7281	bcrosby@consigli.com
Boston Properties - City Point Core	Owner Designer GC	Boston Properties Stantec Consigli Construction	Leah Ryan Ray Kettner John Lehane	617-236-2383 617-324-3249 508-473-2580	lyan@bpx.com ray.kettner@stantec.com jlehane@consigli.edu
AOC - TJB Emergency Generator	Owner Designer GC	Architect of the Capitol Consigli Construction	Jim Christian	508-473-2580	jchristian@consigli.com
NRF - Rough Point Restore Ph1	Owner Designer GC	Newport Restoration Foundation DBVW Architects Consigli Construction	Mark Thompson Nealia Morrison Mark Morrow	401-849-7300 617-771-4973 508-473-2580	mthompson@newportrestoration.org nmorrison@dbvw.com mmorrow@consigli.com
ARE - 161 First Street	Owner Designer GC	Alexandria Real Estate Equities, Inc. DiMella Shaffer Consigli Construction	William DePippo Frank Valdes Ryan Jennette	(617)252-4904 (607)426-5004 (508)473-2580	wdepippo@are.com fvaldes@dimellashaffer.com
Amaro, 101 Q Street, NE	Owner Designer GC	Amaro, LLC Atelier Architects Consigli Construction	Eric Tievy	508-473-2580	Etievy@consigli.com
Breakthrough Properties - CRISPR Therapeutics	Owner Designer GC	Breakthrough Properties Jacobs Consigli Construction	Timothy Stoll Karen Modzelewski Darrin Ball	617-515-3875 617-250-4846 508-473-2580	tstoll@btprop.com dball@consigli.com
Providence Cathedral Towers	Owner Designer GC	Diocese of Providence DBVW Architects Consigli Construction	Sean Brennan John Lehane	401-278-4636 508-473-2580	sbrennan@dioceseofprovidence.org jlehane@consigli.edu
Ragon Institute 2.0	Owner Designer GC	Payette Consigli Construction	Brian Hamilton	508-473-2580	BHamilton@consigli.com
CUA - Hartke Theatre	Owner Designer GC	The Catholic University of America WHS Architects LLC Consigli Construction	Matt Donnelly William Stablein Phil Brault	203-319-6540 301-704-4088 508-473-2580	donnellym@cu.edu wstablein@whsarchitects.com pbrault@consigli.com
Brooks School New Admissions Building	Owner Designer GC	Brooks School ARC Consigli Construction	Paul Griffin Jan Taylor Todd McCabe	413-522-6571 617-575-4252 508-473-2580	pgriffin@brooksschool.org jtaylor@arcusa.com tmccabe@consigli.com
University of Albany - Schuyler Phase IV	Owner Designer GC	State University Construction Fund CS Arch Consigli Construction	Michelle Grant Mark Landon Jennifer Rand	518-320-3235 518-898-9878 508-473-2580	michelle.grant@suny.edu mlandon@csarchpc.com jrand@consigli.com
General Dynamic Electric Boat - Nuclear Support Build	Owner Designer GC	General Dynamic Electric Boat Tecton Architects, Inc Consigli Construction	Justin Hopkins Sean Ditto	860-990-6498 508-473-2580	justinh@tectonic.com sditto@consigli.com
NFS - Off the Rails Music Venue	Owner Designer GC	NFS Leasing Inc. GRLA Consigli Construction	Christine Minaya Scott Richardson Mark Morrow	508-922-2302 508-473-2580	christinem@nfsleasing.com srichardson@grlarchitects.com mmorrow@consigli.com
4650 Broadway	Owner Designer GC	AQOZFI Inwood, LLC c/o Arden QOZ GP, LLC Handel Architects LLP Consigli Construction	Bobby Chen Frank Fusaro Erick Lacy	347-978-1181 212-595-4112 508-473-2580	bchen@silvprop.com ffusaro@handelarchitects.com elacy@consigli.com
Bates College - Dana Hall Renovation	Owner Designer GC	Bates College Payette Consigli Construction	Chris Streifel Michael Hinchcliffe Dave Thomas	207-786-6213 617-895-1000 508-473-2580	cstreife@bates.edu dthomas@consigli.com
Johns Hopkins University - SNFAI	Owner Designer GC	Johns Hopkins Facilities & Real Estate - Design and Construction Ayers Saint Gross Consigli Construction	Amy Mercurio Stephen Wright Phil Brault	508-473-2580	alm@jhu.edu swright@asg-architects.com pbrault@consigli.com
Asturian - JEB Little Creek (Joint Venture)	Owner Designer GC	NAVFAC Retnauer Baynes Associates Consigli Construction	Tom Retnauer Jim Christian	757-546-2471 508-473-2580	tom@rbapc.com jchristian@consigli.com
TMC - Proger 4 CT Upgrade	Owner Designer GC	Tufts Medical Center Array Architects Consigli Construction	Chuck Labins Jack McCarthy Stephanie O'Brien	617-636-4314 617-957-0340	clabins@tuftsmedicalcenter.org jmccarthy@array-architects.com sobrien@consigli.com
Albany Medical Center - A6/A7 Cath Lab	Owner Designer GC	Albany Medical Center Hyman Hayes Associates LLC Consigli Construction	Dan Dennis Jennifer Rand	518-262-9931	dennisd1@amc.edu jrand@consigli.com
Greystar - 74 Middlesex Ave	Owner Designer GC	Greystar Development East, LLC Elkus Manfredi Architects Consigli Construction	Jacob Hawes Matthew McCullough	617-426-1300 508-473-2580	jacob.hawes@greystar.com mmcullough@consigli.com
WCSU Berkshire Hall	Owner Designer GC	State of Connecticut Department of Administrative Services Tecton Architects, Inc. Consigli Construction	Peter Simmons Ted Cutler Mike Walker	(860)713-5636 (860)548-0802 (508)473-2580	peter.simmons@ct.gov tedc@tectonarchitects.com
NRC 28 Chestnut	Owner Designer GC	North River Company Gensler Consigli Construction	Benjamin Dulac Douglas Gensler Darrin Ball	212-695-8090 508-473-2580	dball@consigli.com
MLK Gateway - Phase 2	Owner Designer GC	Menkiti Group Studios Consigli Construction	Brian Burke Steven Grossenbacher Eric Tievy	202-808-8705 202-736-5934 508-473-2580	brian@menkitigroup.com sgrossenbacher@studios.com Etievy@consigli.com

Project Title	Owner Designer GC	Company Name	Contact Person	Telephone	Email
Millbrook - Alumni House	Owner Designer GC	Millbrook School Voith & Mactavish Architects LLP Consigli Construction	Ben Day Scott O'Bar Chad Danforth	845-677-5510 215-545-4544	bday@millbrook.org obarr@vma1.com cdanforth@consigli.com
Boston Athenaeum - Exp & Reno	Owner Designer GC	Kiln Brook, LLC Ann Beha Architects Consigli Construction	Richard Thuma Todd McCabe	781-223-7450 617-338-3000 508-473-2580	rthuma@kilnbrook.com tmccabe@consigli.com
BX Science - Stanley Manne Ins	Owner Designer GC	Alumni Foundation of the Bronx High School of Science Dattner Architects D.P.C Consigli Construction	Eleanor Coufos Daniel Heuberger Matthew Burger	212-247-1660 646-679-3500	coufos@bxscience.edu dheuberger@dattner.com mburger@consigli.com
NLH - EMMC CT Renovation 2021	Owner Designer GC	Northern Light Health (EMMC) E4H Consigli Construction	Dwayne Albert Jon Boyd Dave Thomas	207-973-7678 207-773-8841 508-473-2580	dalbert@northernlight.org jboyd@e4harchitecture.com dthomas@consigli.com
Iona College - Murphy Green	Owner Designer GC	Iona College The SLAM Collaborative Consigli Construction	Richard Murray Matt Slightom Mark Morrow	914-633-2454 860-368-2382	mslightom@slamcoll.com mmorrow@consigli.com
TJX - 550 Generator	Owner Designer GC	TJX Stantec Consigli Construction	Gregory Anderson Amy Webb Mark Morrow	508-353-1189 617-816-7217 508-473-2580	gregory_anderson@tjx.com amy_webb@stantec.com mmorrow@consigli.com
TJX - 550 Cochituate MDF BMS	Owner Designer GC	TJX Work Place Services Stantec Architecture & Engineering Consigli Construction	Ryan Jennette	774-308-2438 508-473-2580	rjennette@consigli.com
Grubb Prop - Remediation Work	Owner Designer GC	Grubb Properties Consigli Construction	Brian Bradley Richard Conner	7049955887	bbradley@grubbproperties.com rconner@consigli.com
Grubb Prop - MTA Work	Owner Designer GC	Grubb Properties Consigli Construction	Brian Bradley Richard Conner	7049955887	bbradley@grubbproperties.com rconner@consigli.com
ARCH - Boston Athenaeum BAS	Owner Designer GC	Consigli Construction	Eric Thiboutot Kailash Viswanathan	508-341-3673 508-473-2580	ethiboutot@consigli.com kviswanathan@consigli.com
NLH - Mercy Misc. Projects	Owner Designer GC	Northern Light Health Mercy Hospital SMRT Consigli Construction	John Chase Kristen Damuth Dave Thomas	207-973-5287 207-327-3847 508-473-2580	jchase@northernlight.org kdamuth@smrtinc.com dthomas@consigli.com
Center for Discovery Childrens Hospital	Owner Designer GC	The Center for Discovery Envision Architects Consigli Construction	David Fanslau Alper Bozlak Chad Danforth	845-707-8672 518-366-2665	dfanslau@tcfid.org alperb@envisionarchitects.com cdanforth@consigli.com
Colby College - Arts & Innovation Center, Waterville, ME	Owner Designer GC	Colby College William Rawn Associates, Architects, Inc. Consigli Construction	Kelly Doran Douglas Johnston Thomas Weeks	(207)859-5031 (617)423-3470 (508)473-2580	kedoran@colby.edu craigd@dietzarch.com
Vertex - C> Asset Tagging	Owner Designer GC	Vertex Pharmaceuticals, Inc. Consigli Construction	Constantinos Efstratoudakis Erik Lacy	508-245-5266	Constantinos_Efstratoudakis@vrtx.com elacy@consigli.com
UMMHC - ED Projects	Owner Designer GC	UMass Memorial Medical Center Consigli Construction	Chris Andersen Brian Hamilton	508-793-6036	Christopher.Andersen@umassmemorial.org bhamilton@consigli.com
UMMHC - COVID Site Porta Potty	Owner Designer GC	UMass Memorial Medical Center Consigli Construction	Mary O'Looney Brian Hamilton	617 485 4823	Mary.Olooney@umassmemorial.org bhamilton@consigli.com
Newton-Wellesley Hosp - EMC-1	Owner Designer GC	Newton-Wellesley Hospital Consigli Construction	Andrew Noone Kailash Viswanathan	617-243-6000	APNOONE@PARTNERS.ORG kviswanathan@consigli.com
UJA - HKC Phase 2	Owner Designer GC	United Jewish Appeal - Federation of Jewish Philanthropies Zaskorski & Associates, Architects Consigli Construction	Kevin Curran Jason Popkin Scott Cruikshank	212-980-1000 646-854-5131	currank@ujafedny.org jpopkin@zaskorski.com scruikshank@consigli.com
Vertex - VMC Part 4 Reno	Owner Designer GC	Vertex Pharmaceuticals, Inc. E4H Architecture Consigli Construction	Belle Supppanya Luke Thiboutot Erick Lacy	617-955-2275 888-781-8441	belle_supppanya@vrtx.com lthiboutot@e4harchitecture.com elacy@consigli.com
Learning First Charter School	Owner Designer GC	Learning First Charter Public School LLB Architects Consigli Construction	Rosie Fayard Aimee Lombardo Jody Staruk	774-420-7651 508-556-4548 508-473-2580	rfayard@learningfirstcharter.org aglombaro@llbarch.com jstaruk@consigli.com
Tufts Medical Center - Floating 3 Lab Phase 1	Owner Designer GC	Tufts Medical Center Array Architects Consigli Construction	Chuck Labins Jack McCarthy Stephanie O'Brien	617-543-8990 617-957-0340	clabins@tuftsmedicalcenter.org jmcarthy@array-architects.com sobrien@consigli.com
FV LLC - L'Dor ALF	Owner Designer GC	Friendship Ventures, LLC Harris A. Sanders Architects, PC Consigli Construction	Jacob Reckess Dan Sanders Chad Danforth	845-462-4000 518-426-3544	jreckess@pazhealth.com dsandersarchitects.com cdanforth@consigli.com
Fenway Kilmarnock - East Building	Owner Designer GC	Cabot, Cabot & Forbes CBT Consigli Construction	John Sullivan Ryan Jennette	617-603-4006 617-737-0400 508-473-2580	jsullivan@cfcne.com rjennette@consigli.com
Woods Hole - Roof Fencing	Owner Designer GC	Woods Hole Oceanographic Institution Consigli Construction	David Derosier Mark Morrow	(508) 289-2289	dderosier@whoi.edu mmorrow@consigli.com
MEEI - Cornea Office Paint/Flr	Owner Designer GC	Mass Eye and Ear Infirmary Consigli Construction	Meghan A. Elwell Mark Morrow	617-573-3860	meghan_elwell@meei.harvard.edu mmorrow@consigli.com
AbbVie - Campus Renovations	Owner Designer GC	AbbVie Bioresearch Group Arrowstreet Consigli Construction	Alexander Pfordresher Travis Fankel Brian Hamilton	774-535-2243 617-666-7024 508-473-2580	alexander.pfordresher@abbvie.com fankel@arrowstreet.com BHamilton@consigli.com
U New Haven - Buckman B120	Owner Designer GC	University of New Haven Richard Turlington Architects Consigli Construction	Karen Lockwood Richard Turlington Joshua Sylvester	(203) 932-7199 (203) 772-2459	klockwood@newhaven.edu richard@rt-arch.com jsylvester@consigli.com

Project Title	Owner Designer GC	Company Name	Contact Person	Telephone	Email
U New Haven - Buckman Glycol	Owner Designer GC	University of New Haven Richard Turlington Architects Consigli Construction	Karen Lockwood Richard Turlington Joshua Sylvester	(203) 932-7199 (203) 772-2459	klockwood@newhaven.edu richard@rt-arch.com jsylvester@consigli.com
U New Haven - Store Roof Replc	Owner Designer GC	University of New Haven Richard Turlington Architects Consigli Construction	Karen Lockwood Richard Turlington Joshua Sylvester	(203) 932-7199 (203) 772-2459	klockwood@newhaven.edu richard@rt-arch.com jsylvester@consigli.com
BIDMC SL-0B3 Main Accumulation	Owner Designer GC	Beth Israel Deaconess Medical Center Janovsky/Hurley Architects, Inc. Consigli Construction	Jonathan DeAngelis Brian Hamilton	(617) 975-9913	jdeange3@bidmc.harvard.edu bhamilton@consigli.com
MITIMCO - 730 Main St TI Fitout	Owner Designer GC	MIT Investment Management Company Gensler Consigli Construction	Ken Williams Adam Harper Jeff Navin	617-452-2240 617-619-5845 508-473-2580	kwilliams@mitimco.mit.edu adam_harper@gensler.com jnavin@consigli.com
Resilience - Bedford GMP Fit-Out	Owner Designer GC	Resilience Therapeutics Jacobs Consigli Construction	Chris Maciejczak John Jennings Erick Lacy	857-753-8097 508-473-2580	chris.maciejczak@cbre.com elacy@consigli.com
ARCH - Off the Rails BAS	Owner Designer GC	Consigli Construction	Mark Morrow Kailash Viswanathan		mmorrow@consigli.com kviswanathan@consigli.com
U New Haven - Glycol Install	Owner Designer GC	University of New Haven Richard Turlington Architects Consigli Construction	Karen Lockwood Richard Turlington Joshua Sylvester	(203) 932-7199 203-215-4847	klockwood@newhaven.edu richard@rt-arch.com jsylvester@consigli.com
UMMHC - Sub-Waiting Door/Frame	Owner Designer GC	UMass Memorial Healthcare Consigli Construction	Chris Andersen Brian Hamilton	508-793-6036	Christopher.Andersen@umassmemorial.org bhamilton@consigli.com
NEU - RODI 1st Floor Distribute	Owner Designer GC	Northeastern University Bard, Rao + Athanas Consulting Engineers Consigli Construction	Mike Petrucci Joe Stefanini Anthony Serrano	617-991-7511 617-925-8277	m.petrucci@northeastern.edu jestefanini@brplusa.com aserrano@consigli.com
Velocity 3400 Connecticut Ave	Owner Designer GC	Velocity Property Management KASA Consigli Construction	Phil Kang Kevin Sperry Eric Tievy	240-241-4868 312-636-3248 508-473-2580	pkang@vpmgroup.net kevin@kasa-arch.com ETievy@consigli.com
NYIT - Wisser Storm Repairs	Owner Designer GC	New York Institute of Technology Consigli Construction	Spiros Dandouras Paul Sheridan	516 686 1034	sdandour@nyit.edu psheridan@consigli.com
ARCH - Fess Lighting Ctrl Cx	Owner Designer GC	The Fessenden School Consigli Construction	Mike Grossman Kailash Viswanathan	(617) 928-8863	mgrossman@fessenden.org kviswanathan@consigli.com
FPCS - SE Elementary Canopy	Owner Designer GC	Friendship Public Charter School Michael Marshall Design Consigli Construction	Lee Chaffin Tony Newman Jim Christian	301-455-0166 202-249-1309	lchaffin@friendshipschools.org tony@mmarshalldesign.com jchristian@consigli.com
JFK Ctr - Memorial Atrium Reno	Owner Designer GC	John F Kennedy Center for the Performing Arts KieranTimberlake Consigli Construction	Logan Garrett Philip Brault	(202) 416-8475	LRGarrett@Kennedy-Center.org pbrault@consigli.com
SSC - Watertown	Owner Designer GC	705 Mount Auburn LLC Elkus Manfredi Architects Consigli Construction	Matthew McCullough	508-473-2580	mmccullough@consigli.com
Springfield Coll - Science Bldg	Owner Designer GC	Springfield College SLAM Collaborative Consigli Construction	Jennifer Vigneault Mark Rhoades Jody Staruk	413-748-3298 860-368-4258	jvigneault@springfieldcollege.edu mrhoades@slamcoll.com jstaruk@consigli.com
NYU Langone - GI & Interdiscip	Owner Designer GC	NYU Langone Hospital Perkins & Will Consigli Construction	TBD Robert Wall Vincent Fiorillo	TBD 212-251-7089	TBD Robert.Wall@perkinswill.com vfiorillo@consigli.com
Asturian - A-51/A-52 Repairs (Joint Venture)	Owner Designer GC	NAVFAC MiD-Atlantic Consigli Construction	N/A Jim Christian	N/A	N/A jchristian@consigli.com
Asturian - Bldg 684 Upgrades (Joint Venture)	Owner Designer GC	NAVFAC MiD-Atlantic Consigli Construction	N/A Jim Christian	N/A	N/A jchristian@consigli.com
AAG - Lawrence Oliver School	Owner Designer GC	City of Lawrence Public School District SMMA Consigli Construction	Alex Pitkin Christian Riordan	617-547-5400 508-473-2580	criordan@consigli.com
BSO - Tanglewood Ceiling Repl	Owner Designer GC	Boston Symphony Orchestra Consigli Construction	Ross Jolly Mark Morrow	617-266-1200	rjolly@bso.org mmorrow@consigli.com
ARE - LIC Science Hotel 1st Floor	Owner Designer GC	Alexandria Real Estate Equities, Inc Jacobs Consigli Construction	Terri Wolf Sarah Vekasy Paul Sheridan	703-297-4626 617-242-9222	twolf@are.com sarah.vekasy@jacobs.com psheridan@consigli.com
MIT - Star Building Netting	Owner Designer GC	MIT Department of Facilities Consigli Construction	Marc Truant John Lehane	617-253-4948	mtruant@mit.edu ilehane@consigli.com
Saratoga Casino - GB Demo	Owner Designer GC	Saratoga Casino Holdings, LLC Consigli Construction	Clyde Starkey Jennifer Rand	518-470-6838	cstarkey@saratogacasino.com irand@consigli.com
MEEI SERI - Animal EF Replace	Owner Designer GC	Mass Eye and Ear Infirmary Consigli Construction	Mike Scola Stephanie O'Brien	(617) 910-7740	sobrien@consigli.com
ARCH - WPI Hackfeld House BAS	Owner Designer GC	Worcester Polytechnic Inst. Consigli Construction	Amy Rajotte Kailash Viswanathan	(774) 502-0507	aerajotte@wpi.edu kviswanathan@consigli.com
MRMC - Central Sterilizations	Owner Designer GC	Milford Regional Medical Center Consigli Construction	Joseph Boczanowski Mark Morrow	774.245.1081	joeboz@milreg.org mmorrow@consigli.com

Project Title	Owner Designer GC	Company Name	Contact Person	Telephone	Email
ARCH - Fess Science Graphics	Owner Designer GC	ControlAir Systems Consigli Construction	Justin Auger Kailash Viswanathan	781-365-0222	Justin@controlairsystems.com kviswanathan@consigli.com
St Lukes Hospital - Spec Care Nursery	Owner Designer GC	St. Luke's Hospital - Southcoast Health Lavallee Brensinger Architects - Boston Consigli Construction	Derek Vieira Jeff Burt Stephanie O'Brien	(774) 289-3582 (617) 398-2046	vieirad@southcoast.org jeff.burt@lbpa.com sobrien@consigli.com
HealthAlliance - VMC MAC Reno	Owner Designer GC	HealthAlliance Optimus Architecture Consigli Construction	Harold Castellano Patrick Roberts Chad Danforth	845-417-7457 845-876-8202	harold.castellano@hahv.org proberts@optimusarchitecture.com cdanforth@consigli.com
UMMHC - Pyxis Meds 149	Owner Designer GC	UMass Memorial Healthcare Consigli Construction	Chris Andersen Brian Hamilton	508-793-6036	Christopher.Andersen@umassmemorial.org bhamilton@consigli.com
Columbia Property Trust - Boynton Gateway	Owner Designer GC	Boynton Gateway Owner c/o Columbia Property Trust SGA Consigli Construction	Mike Loughlin Chris Scarvalas	617-828-2443 508-473-2580	cscarvalas@consigli.com
Colby - Johnson Pond Housing	Owner Designer GC	Colby College Kaplan Thompson Architects Consigli Construction	Brian Lanoie Jesse Thompson Matt Tonello	207-740-8181 207-842-2888	brian.lanoie@colby.edu jesse@kaplanthompson.com mtonello@consigli.com
Northwell Health - Glen Cove Hospital Floor 3 Upgrades	Owner Designer GC	Northwell Health McGuire Group Architects, P.C. Consigli Construction	Annette Pagano Wendy Ling Vincent Fiorillo	516-734-3023 631-465-9700	apagano@northwell.edu wling@themcquiregroup.net yfiorillo@consigli.com
UMMHC - ED Sub-Waiting Floor	Owner Designer GC	UMass Memorial Healthcare Consigli Construction	Chris Andersen Brian Hamilton	508-793-6036	Christopher.Andersen@umassmemorial.org bhamilton@consigli.com
US Nav Acad - MacDonough Reno	Owner Designer GC	United States Naval Academy Consigli Construction	Lindsay Brown Philip Brault	202-685-3192	lindsay.m.brown14.civ@us.navy.mil pbrault@consigli.com

Projects Under Contract Yet to Commence					
Project Title	Owner Designer GC	Company Name	Contact Person	Telephone	Email
Lexington - Fire Dep D-B Solar	Owner Designer GC	Town of Lexington	Elizabeth Mancini	781-698-4628	emancini@lexingtonma.gov
		Consigli Construction	Kailash Viswanathan		kviswanathan@consigli.com
Asturian - Jet Eng Test Cell (Joint Venture)	Owner Designer GC	NAVFAC MiD-Atlantic	N/A	N/A	N/A
		Consigli Construction	Jim Christian		jchristian@consigli.com
1 Canal Plaza Façade	Owner Designer GC	East Brown Cow Management, Inc.	Denine Leeman	207-775-2252	dleeman@eastbrowncow.com
		Safdie Architects Consigli Construction	Tunch Gungor Dave Thomas	617-629-2100 508-473-2580	tgungor@safdiearchitects.com dthomas@consigli.com
Asturian - SDA-205 Rep/Reno (Joint Venture)	Owner Designer GC	NAVFAC MiD-Atlantic	N/A	N/A	N/A
		Consigli Construction	Jim Christian		jchristian@consigli.com
2 Canal Plaza Entrance Reno	Owner Designer GC	East Brown Cow Management, Inc.	Denine Leeman	207-775-2252	dleeman@eastbrowncow.com
		Safdie Architects Consigli Construction	Tunch Gungor Dave Thomas	617-629-2100 508-473-2580	tgungor@safdiearchitects.com dthomas@consigli.com
Lockwood Mathews - Museum Reno	Owner Designer GC	The Lockwood Mathews Mansion Museum	Robert Covello	(203) 856-8080	robert@westviewgroup.com
		David Scott Parker Architects Consigli Construction	David Parker Victor Ciancetta	(203) 259-3373	dparker@dsparker.com vciancetta@consigli.com
U of Hartford - Village Apts	Owner Designer GC	University of Hartford	Chris Dupuis	(860) 723-0315	cdupuis@hartford.edu
		Phase Zero Consigli Construction	Christopher Millard Sean Ditto	860-878-1326	cmillard@pahsezerodesign.com sditto@consigli.com
SUNY - New Paltz Awosting GCs	Owner Designer GC	Dormitory Authority of the State of New York	Michelle Rigney	518-257-3208	mrigney@dasny.org
		Architecture Plus Consigli Construction	Mary Kate Young Jennifer Rand	518-272-4481	youngmk@aplususa.com jrand@consigli.com
SUNY - New Paltz Awosting Cons	Owner Designer GC	Dormitory Authority of the State of New York	Michelle Rigney	518-257-3208	mrigney@dasny.org
		Architecture Plus Consigli Construction	Mary Kate Young Jennifer Rand	518-272-4481	youngmk@aplususa.com jrand@consigli.com
Asturian - P-824 Demolition (Joint Venture)	Owner Designer GC	NAVFAC			
		Consigli Construction	Jim Christian	508-473-2580	jchristian@consigli.com
Stoneham High School	Owner Designer GC	Town of Stoneham	Joel Seeley (SMMA)	617-547-5400	
		Perkins & Will Consigli Construction	Brooke Travis Christian Riordan	617-478-0300 508-473-2580	criordan@consigli.com
Peabody - Welch Elementary School	Owner Designer GC	City of Peabody	Mayor Edward Bettencourt	978-778-5353	
		DiNisco Design Consigli Construction	Donna DiNisco Christian Riordan	617-426-2858 508-473-2580	d.dinisco@dinisco.com criordan@consigli.com
HHFT- Breakneck Connector	Owner Designer GC	Hudson Highlands Fjord Trail	Amy Kacala	845-473-4440	akacala@hudsonfjordtrail.org
		Gray Organschi Architecture Consigli Construction	Scott Cruikshank		scruikshank@consigli.com
Emb of FRA - Ambassador Res P2	Owner Designer GC	Embassy of France in the United States	M. Erik Columbeau		
		Quinn Evans Architects Consigli Construction	Jeff Luker Phil Brault	202-591-2509	jluker@quinnevans.com pbrault@consigli.com
Somerville - Public Safety	Owner Designer GC	City of Somerville, MA	TBD	TBD	TBD
		Context Architecture Consigli Construction	Jeff Shaw Bill O'Rourke	(617) 423-1400	jshaw@contextarc.com worourke@consigli.com
MHA - Saltonstall Renovation	Owner Designer GC	Medford Housing Authority	Gabe Ciccariello	781 957-5588	gciccariello@medfordhousing.org
		Bargmann Hendrie & Archetype, Inc. (BH+A) Consigli Construction	Ben Wilson Bill O'Rourke	617 456-2261	bwilson@bhplus.com worourke@consigli.com
GSA - Alexander Hamilton CH P1	Owner Designer GC	U.S. General Services Administration	Douglas Tumbrello	212-264-4462	douglas.tumbrello@gsa.gov
		Consigli Construction	Mike Winters		mwinters@consigli.com

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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Has your firm failed or refused either to perform or complete any of its work under any contract prior to substantial completion?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Has your firm failed or refused to complete any punch list work under any contract?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Has your surety taken over or been asked to complete any of your work under any contract?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Has your surety made payment to a materials supplier or other party under your payment bond on any contract?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Has any subcontractor filed a demand for direct payment with an awarding authority for a public project on any of your contracts?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	See attached.	
10. Have there been any deaths of an employee or others occurring in connection with any of your projects?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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.).

	YES	NO
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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Please see attached.	
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. 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	<input type="checkbox"/>	<input checked="" type="checkbox"/> Please see attached.
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. 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?	<input type="checkbox"/>	<input checked="" type="checkbox"/> Please see statement below:
13. Are there any other issues that you are aware which may affect your firm's responsibility and integrity as a building contractor?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

“Consigli has not been involved in a lawsuit or dispute regarding a performance contract and is not barred from providing such performance contracting or any other services in any state.”



CONSIGLI

Est. 1905

PART 3 – PROJECT PERFORMANCE

PART 4 – LEGAL OR ADMINISTRATIVE PROCEEDINGS; COMPLIANCE WITH LAWS

Since Application for Certificate of Eligibility was submitted on 1/29/2021:

PROJECT NAME, LOCATION & OWNER	CASE CAPTION	COURT	DESCRIPTION OF DISPUTE	START DATE	END DATE	STATUS AND OUTCOME
CONSIGLI CONSTRUCTION CO., INC.						
54 Devonshire Street MHF Devonshire V LLC Boston, MA	United HVAC Co. v. Gen. Air-Conditioning/Heating, Inc., et al.	Suffolk County (MA) Sup. Ct., No. 2084CV1367	Second-tier subcontractor's claim against first-tier subcontractor for alleged breach of contract.	6/29/20	10/29/21	Settled
Cambria Hotel YEM Somerville LLC Somerville, MA	Quaker Window Prods. Co. v. Cent. Glass Co. et al.	Middlesex County (MA) Sup. Ct., No. 2181CV05976	Lien claim by second-tier supplier for contract balance allegedly due.	12/13/21	2/1/22	Settled
*Various	District of Columbia v. Dynamic Contracting, Inc. et al.	District of Columbia Sup. Ct. No. 2021 CA 003768 B	Alleged vicarious liability for worker misclassification violations by drywall subcontractor and lower-tier labor subcontractors.	10/18/21	TBD	Pending
Scarborough Medical Office Building, Maine Medical Center Scarborough, ME	New Eng. Finish Sys., LLC v. Consigli Constr. Co. et al.	Cumberland County (ME) Sup. Ct., No. RE-2021-92	Lien claim by drywall subcontractor for disputed contract balance allegedly due.	2/1/22	TBD	Pending
CONSIGLI & ASSOCIATES, LLC (F/K/A T.G. NICKEL & ASSOCIATES, LLC)						
149 Church Street New York, NY	Security USA, Inc. v. Consigli & Assocs., LLC, et al.	New York County (NY) Supreme Ct., No. 613596/20	Subcontractor claim for contract balance.	10/1/20	12/10/20	Settled
65 West Broadway Warren Murray New York, NY	Pioneer Window Mfg. Corp. v. Consigli & Assocs., LLC & Warren Murray Property Owner LLC	Nassau County (NY) Supreme Court, No. 600247/2021	Subcontractor mechanics lien claim for balances allegedly due.	1/7/21	4/14/21	Settled
The Enclave 400 W. 113th St. New York, NY	Morningside Assocs., LLC v. Casino Development Group, Inc., et al.	New York County (NY) Supreme Ct., No. 656628/2019	Alleged construction defects by concrete subcontractor.	12/15/20	5/25/21	Settled
20 West 40th Street New York, NY	Safway Atlantic, LLC v. Consigli & Assocs., LLC, et al.	New York County (NY) Supreme Ct., No. 652440/2020	Lien claim by subcontractor to collect balance allegedly due.	6/12/20	6/29/21	Settled

PROJECT NAME, LOCATION & OWNER	CASE CAPTION	COURT	DESCRIPTION OF DISPUTE	START DATE	END DATE	STATUS AND OUTCOME
Maplewood Assisted Living 1802 2nd Ave New York, NY	Constr. Realty Safety Group Inc., v. OHI Asset (NY) 2nd Avenue, LLC, et al.	New York County (NY) Supreme Ct., No. 154987/2021	Lien foreclosure action by subcontractor.	5/21/21	6/30/21	Settled
Watermark Court Square Long Island City, NY	T.G. Nickel & Assocs., LLC v. Ampak Electrical Servs., et al.	Queens County (NY) Supreme Ct., No. 652578/2018	Action to recover monies diverted by subcontractor and for defective work.	5/23/18	7/26/21	Settled
149 Church Street New York, NY Block 00135, Lot 01901	Consigli & Assocs., LLC, f/k/a T.G. Nickel & Assocs., LLC, et al. v. RCI PLBG, Inc., et al.	New York County. (NY) Supreme Ct., No. 653417/2020	Claim by Consigli for subcontractor breaches of contract in failing to adequately perform.	7/27/20	9/9/21	Discontinued
One Beekman Street New York, NY	United Concrete Mix of Brooklyn, Inc. v. Parkside Constr. Builders Corp., et al.	New York County (NY) Supreme Ct., No. 158225/2018	Action by 2nd tier supplier-contractor to collect balance allegedly due.	9/14/18	2/9/22	Discontinued
Maplewood Assisted Living New York, NY	Jolin Ortiz & Shantel Ortiz v. Spacious Living Group, et al.	New York County (NY) Supreme Court, No. 157392/2019	Alleged sexual harassment and gender and sexual orientation discrimination by subcontractor employees against T.G. Nickel employee.	6/29/19	2/18/22	Discontinued
282 South 5 th Street Block 2460, Lots 1001 and 1002 Brooklyn, NY	Henick-Lane, Inc. v. T.G. Nickel & Assocs., LLC, Sam Spilkes LLC et al.	Kings County (NY) Supreme Ct., No. 510906/2020	Subcontractor mechanics lien claim for monies allegedly owed.	9/16/20	TBD	Pending
Maplewood Assisted Living 1802 2nd Ave New York, NY	Consigli & Assocs., LLC v. Maplewood Senior Living, LLC	U.S.D.C., S.D.N.Y., C.A. No. 1:20-cv-07712	Action to collect balance due under construction management agreement.	9/18/20	TBD	Pending
99 Wall Street New York, NY	Harleysville Worcester Insurance Co. & Harleysville Insurance Co. v. Consigli & Assocs., LLC, et al.	U.S.D.C., S.D.N.Y., C.A. No. 1:21-cv-934	Declaratory judgment action to determine insurance coverage.	2/3/21	TBD	Pending
20 West 40 th Street HFZ Capital Group, HFZ Bryant Park Owner LLC New York, NY	TSC 2014, LLC v. T.G. Nickel & Assocs., LLC	New York County (NY) Supreme Ct., No. 151912/2021	Subcontractor claim for alleged monies due and cross-claim by Consigli.	2/24/21	TBD	Pending
One Beekman Street New York, NY	T.G. Nickel & Assocs., LLC v. JM3 Constr. LLC	New York County (NY) Supreme Ct., No. 652809/2021	Claim against subcontractor for defective work.	4/28/21	TBD	Pending
Maplewood Assisted Living 1802 2nd Ave New York, NY	Consigli & Assocs., LLC f/k/a T.G. Nickel & Assocs., LLC v. OHI Asset (NY) 2nd Avenue, LLC et al.	New York County (NY) Supreme Ct., No. 850216/2021	Mechanic's lien foreclosure claim by Consigli.	9/8/21	TBD	Pending
20 West 40 Bryant Park Owner LLC New York, NY	Transel Elevator & Elec. Inc. d/b/a TEI Grp. v. T.G. Nickel & Assocs., LLC, et al.	New York County (NY) Supreme Ct., No. 160466/2021	Action by subcontractor for contract balance allegedly due.	12/1/21	TBD	Pending

PROJECT NAME, LOCATION & OWNER	CASE CAPTION	COURT	DESCRIPTION OF DISPUTE	START DATE	END DATE	STATUS AND OUTCOME
1107 Broadway New York, NY	SC Prime Energy, LLC v. Consigli & Associates, LLC f/k/a T.G. Nickel & Associates, LLC	New York County (NY) Supreme Ct., No. 650101/2022	Subcontractor claim for breach of contract for alleged failure to pay contract balance and delay claim. Counterclaims for (1) breach of contract, (2) declaratory judgment, and (3) negligence.	1/26/22	TBD	Pending
RIGGS CONTRACTING, INC.						
Kipp Academy Mattapan, MA	ABC Supply Co. v. Riggs Contracting, Inc.	Dedham (MA) District Ct., No. 1954-CV-026B	Claim for payment for costs incurred by terminated supplier.	5/9/19	3/24/21	Settled
CONSIGLI CONSTRUCTION NY, LLC (F/K/A KIRCHHOFF-CONSIGLI CONSTRUCTION MANAGEMENT, LLC)						
Rippowam Cisqua School Bedford, NY	Shawn's Lawns, Inc. v. Consigli Constr. NY, LLC, et al.	Westchester County (NY) Supreme Ct., No. 56295/2020	Subcontractor claim for sums allegedly due and counterclaim for defective work.	6/18/20	6/1/21	Settled
Dharmakaya Meditation Center Cragmoor, NY	Kirchhoff-Consigli Constr. Mgmt., LLC v. Dharmakaya, Inc. and SBBC Assocs., Inc.	Dutchess County (NY) Supreme Ct., No. 2015-51167; Appellate Review No. 2018-12930	Claim by CCNY for accounting on final payment after failing to reach agreement on GMP.	7/8/15	7/16/21	Settled
Culinary Institute of America Kitchen Renovation Hyde Park, NY	Warren Acquisition v. Consigli Constr. NY, LLC	Dutchess County (NY) Supreme Ct., No. 2017-53019; Nassau County (NY) Supreme Ct., No. 607123/2017	Disputed subcontractor claim.	7/19/17	2/18/22	Discontinued
Vassar Brothers Medical Center Expansion Poughkeepsie, NY	Mohawk Constr. and Supply Co., Inc. v. Walsh/Consigli JV et. al	Dutchess County (NY) Supreme Court, No. 2021-52921	Subcontractor claim for monies allegedly owed; counterclaim for breach of contract.	7/29/21	TBD	Pending
Vassar Brothers Medical Center Expansion Poughkeepsie, NY	L.J. Coppola, Inc. v. Walsh/Consigli JV et. al	Dutchess County (NY) Supreme Court, No. 2021-53351	Subcontractor claim for monies allegedly owed; counterclaim for breach of contract.	8/16/2021	TBD	Pending
Vassar Brothers Medical Center Expansion Poughkeepsie, NY	Walsh/Consigli Joint Venture v. Brian Trematore	U.S.D.C., S.D.N.Y. C.A. No. 7:21-cv-09149	Action to recover misappropriated construction trust funds and damages from director/officer of subcontractor under New York Lien Law.	11/4/21	TBD	Pending

PART 4 - LEGAL OR ADMINISTRATIVE PROCEEDINGS; COMPLIANCE WITH LAWS

10. 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?

Yes, see below.

Project/Owner	OSHA Inspection #	Open Date	Close Date	Location	Violation Type	Description	Status
J. BENTON CONSTRUCTION, LLC							
7511 Frenchman Bay Bluebeard Beach Club Renovation Project	1460888.015	1/28/2020	6/11/21	USVI	Other than serious	19260096 Occupational foot protection; 19260416 A01 General requirements – electrical; 19260416 E01 General requirements – electrical; 19260451 B01 General requirements – electrical; 19260451 B06 General requirements – electrical; 19260451 C02 General requirements – electrical; 19260451 C02 I General requirements – electrical.	Closed

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.**

NAME	TITLE OR FUNCTION
Jody Staruk	Project Executive
Mike Caputo	General Superintendent
Scot Woodin	Pre-construction Manager
Tim Ericson	Chief Estimator

Chandler Rudert	Senior Project Manager
Kyle Raposa	Senior Superintendent
Chris Hamel	Senior M/E/P Manager
Ryan O'Neil	Assistant Project Manager
Jon Seibel	Project Engineer
Brandon Jenkins	Project Engineer
Ali Atherton	Assistant Superintendent
Joe Dawson	Assistant Superintendent

PART 6 - CHANGES IN BUSINESS ORGANIZATION OR FINANCIAL CONDITION

Have there been any changes in your firm's business organization, financial condition or bonding capacity since the date your current Certificate of Eligibility was issued? Yes No

If YES, attach a separate page providing complete details.

Please see attached updated bonding letter highlighting our new limits.

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.

Please see attached project listing on the following pages.



JODY STARUK, LEED AP

Project Executive

As Project Executive, Jody will provide overall team leadership and is fully accountable to the client team to deliver on all goals of the project. Immediately upon award, Jody will gain a complete understanding of project requirements and the expectations of the client team to develop a construction management approach that will ensure the overall success of the project. She will be involved in the project from award to close-out, to participate in key decisions, dedicate the necessary corporate resources and monitor the progress of the project on an ongoing basis.



Acton-Boxborough Regional School District, Douglas & Gates Elementary School, Acton, MA

175,000 sq. ft. new construction of a three-story school to meet the District's current educational needs. The building's first floor will contain common spaces including Science, Technology, Engineering, Art and Mathematics (STEAM) labs, multi-purpose rooms, gymnasiums and the cafeteria, as well as the Preschool and CASE Collaborative classrooms. The second and third floors will house the Gates School and Douglas School respectively, along with a two-story media center. The adjacent existing schools will remain operational during the duration of construction, and upon completion, they will be demolished to make way for new parking lots and playing fields.

City of Lawrence, Oliver Elementary School, Lawrence, MA

160,000 sq. ft. renovation and addition to an existing school built in 1917. The front of the building will be retained for historic preservation with improvements to the envelope and new M/E/P systems. The four-story addition will replace the back of the building. This project will keep the current Oliver Partnership School, grades 1 through 5, in its current location, reintroduce a kindergarten program, and relocate grades 6 through 8 into this new building for a combined K-8 school totaling 1,000 students.

Town of Ashburnham, John R. Briggs Elementary School, Ashburnham, MA

87,824 sq. ft. new construction of an elementary school housing Pre-K through fifth grade. The new building was constructed adjacent to the existing, occupied elementary school, which was demolished upon project completion. Scope included a two-story administration and classroom structure, cafetorium, stage and kitchen area, gymnasium, administration area and media/computer room.

Lincoln School Building Committee, Revitalization of The Lincoln School, Lincoln, MA

Phased renovation of the existing 127,000 sq. ft. school and new additions totaling 37,500 sq. ft., will revitalize this iconic mid-century modern school building with all new systems, a restored façade and collaborative learning spaces. Construction will take place while the existing elementary and middle schools remain operational, employing temporary modular classrooms to accommodate students.

Learning First Foundation, Seven Hills Charter School, Worcester, MA

Gut renovation of the existing 75,000 sq. ft. St. Mary's School to relocate a K-8 program For Seven Hills Charter Public School. The new school will provide more parking, a bigger gymnasium and other classroom needs for more than 650 students. The project is located in a dense urban environment which requires extensive logistics planning.

EDUCATION

Worcester Polytechnic Institute
M.S. / Construction Project
Management and Civil
Engineering
B.S. / Civil Engineering

LICENSES / CERTIFICATIONS

OSHA 30-Hour Training
Certification
CPR / First Aid Certification
LEED Accredited Professional

AFFILIATIONS

NAWIC - Greater Worcester
Chapter
Worcester Young Professional
Women's Association
Board Member; Girl's Inc. -
Worcester

REFERENCES

Emily Grandstaff-Rice FAIA
Senior Associate
Arrowstreet Inc.
(617) 666-7071
grandstaff-ric@arrowstreet.com

Buck Creel
Administrator for Business & Finance
Lincoln Public Schools
(781) 259-9403
bcreel@lincnet.org

Jim Burrows
Assistant Project Manager
Skanska USA
(617) 293-2448
jim.burrows@skanska.com



MIKE CAPUTO, HCC

General Superintendent

Mike provides guidance and corporate support to all Consigli Superintendents and project sites. He is a valuable resource for Consigli's teams, whether it's brainstorming ideas, spotting potential problems, reviewing project schedules or other areas where support is needed. Mike will use this knowledge to bring additional oversight and supplement field resources as required. He works with our leadership team to continually advance our field management procedures, including quality, communications, scheduling, productivity and safety, with the goal to provide best-in-class services to our clients.



Town of Tewksbury, Tewksbury Elementary School, Tewksbury, MA

Replacement of an existing elementary schools with a new 139,500 sq. ft., three-story facility serving grades 2-4 district-wide. The new building will be constructed adjacent to the existing John F. Ryan Elementary School, which currently serves grades 5 & 6 and must remain fully operational throughout the project's entirety. The project also includes the demolition of District Offices building, and replacement of a historic athletic complex with a modern stadium facility featuring a new field house and synthetic multi-purpose field.

City of Framingham, Fuller Middle School, Framingham, MA

Construction of a new three-story school featuring a learning commons/cafeteria at the core, surrounded by balconies fronting a perimeter of classrooms. The school will also be equipped with an 8,300 sq. ft. gymnasium, a 420-seat auditorium, full building air conditioning and Science, Technology, Engineering, Art and Mathematics (STEAM) instructional areas. In an effort to minimize disruptions to the students and the surrounding neighborhood, the new building will be constructed adjacent to the existing school while it remains fully operational.

Town of Winchester, Winchester High School Renovation & Expansion, Winchester, MA

Renovation and expansion of the occupied Winchester High School utilizing a phased approach to accommodate 1,370 students, grades 9-12. Project included 24,563 sq. ft. of new construction and renovations to 264,277 sq. ft. including an additional 20,302 sq. ft. of basement space. The schedule was broken into three phases based upon a need for required classroom space. Temporary modular classrooms were used during phases one and two, allowing for classroom time to be fully-operational without being interrupted.

Acton-Boxborough Regional School District, Douglas & Gates Elementary School, Acton, MA

175,000 sq. ft. new construction of a three-story school to meet the District's current educational. The building's first floor will contain common spaces including Science, Technology, Engineering, Art and Mathematics (STEAM) labs, multi-purpose rooms, gymnasiums and the cafeteria, as well as the Preschool and CASE Collaborative classrooms. The second and third floors will house the Gates School and Douglas School respectively, along with a two-story media center. The adjacent existing schools will remain operational during the duration of construction, and upon completion, they will be demolished to make way for new parking lots and playing fields.

EDUCATION

Wentworth Institute of Technology
B.S. / Civil Engineering

LICENSES / CERTIFICATIONS

Massachusetts Construction Supervisor License
OSHA 30-Hour Training Certification
ASHE Healthcare Construction Certification

REFERENCES

Peter Fenuccio
Associate Director of Facilities Worcester State University
(508) 929-8080
pfenuccio@worcester.edu

Matthew Lewis, AIA
Associate
Architectural Resources Cambridge, Inc.
(617) 547-2200
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Joel Seeley
Executive Vice President
Symmes Maini & McKee Associates
(617) 520-9403
jseeley@smma.com



SCOT WOODIN AIA, MCPPO

Pre-construction Manager

As Pre-construction Manager, Scot will be responsible for planning, management and implementation of all activities and execution procedures during the pre-construction phase of the project. He will interface with the client, design team and all other team members. Scot will coordinate the efforts of all Consigli pre-construction personnel and be responsible for all pre-construction deliverables.



Town of Sharon, Sharon High School, Sharon, MA

New 240,000 sq. ft. building located next to the existing high school having capacity for more than 1,200 students in grades nine to 12. The new high school will have 42 academic classrooms, including small group seminar rooms, sciences labs, special education space, technology/engineering classrooms, as well as an indoor track and athletic fields. Following the completion of the new building, the existing high school will be abated of hazardous materials and demolished.

City of Waltham, Waltham High School, Waltham, MA

New 415,000 sq. ft. building set to be Massachusetts School Building Authority's most expensive high school project in the state to date. Construction includes blasting and removing about 800,000 CY of rock. Collaboration with city officials will be key in coordinating complex site logistics, including traffic and site security.

Revere Public Schools, Staff Sargent James J. Hill Elementary School, Revere, MA

New construction of a 103,000 sq. ft. elementary school built next to the existing elementary school that was used as a swing space throughout construction. At the east end of the Park Ave façade and art room and a computer lab are articulated as specialized spaces on the exterior of the building, while enhancing the interior space by its unique window areas. Project received LEED certification.

Hampshire Regional School Districts, Anne T. Dunphy Elementary School, Williamsburg, MA

21,530 sq. ft. new construction and 15,570 sq. ft. renovation of the Anne T. Dunphy Elementary School. The new addition houses new classrooms and a new cafeteria "commons" area that, in addition to fulfilling the student dining requirements for the expanded enrollment, serves as a multi-purpose area as well. Renovation included complete upgrades to the HVAC, plumbing, electrical, fire protection and fire alarm systems and full window replacement.

Revere Public Schools, Paul Revere Elementary School, Revere, MA

New construction of a 65,000 sq. ft. elementary school. The new school houses a gymnasium, cafeteria and library organized as shared spaces available to the community evenings and weekends. The school honors the historical legacy of Paul Revere and the revolutionary war era by featuring a number of displays throughout the facility that can be used as teaching aids. This elementary school was the first Innovation School built in Massachusetts.

EDUCATION

Boston Architectural Center
Bachelors / Architecture
Pratt Institute

LICENSES / CERTIFICATIONS

American Institute of Architects
NCARB Certified
Massachusetts Certified Public
Purchasing Official (MCPPO)
LEED Green Associate

REFERENCES

Julie Miller
Principal
Town of Stoughton
(781) 344-4000
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Brian Lynch
Superintendent
Middleborough Public Schools
(508) 946-2000
blynch@middleborough.k12.ma.us

David Warner
Principal
Warner Larson Associates
(781) 464-1440
dwarner@warnerlarson.com



TIM ERICSON

Chief Estimator

As Chief Estimator, Tim will take a lead role in developing the estimating deliverables required for this project. He will collaborate with the architects to understand the design intent and the full scope of work to produce detailed and accurate estimates. Tim will also work with our field team to perform document reviews and incorporate the costs associated with logistics, scheduling and constructability into our estimates. He will also perform cost/benefit studies and provide value management services to deliver the maximum value for the established budget.



Town of Sharon, Sharon High School, Sharon, MA

New 240,000 sq. ft. building located next to the existing high school having capacity for more than 1,200 students in grades nine to 12. The new high school will have 42 academic classrooms, including small group seminar rooms, sciences labs, special education space, technology/engineering classrooms, as well as an indoor track and athletic fields. Following the completion of the new building, the existing high school will be abated of hazardous materials and demolished.

City of Lawrence, Lawrence Oliver School, Lawrence, MA

160,000 sq. ft renovation and addition to an existing school built in 1917. The front of the building will be retained for historic preservation with improvements to the envelope and new M/E/P systems. The four-story addition will replace the back of the building. This project will keep the current Oliver Partnership School, grades 1 through 5, in its current location, reintroduce a kindergarten program, and relocate grades 6 through 8 into this new building for a combined K–8 school totaling 1,000 students.

Acton-Boxborough Regional School District, Douglas & Gates Elementary School, Acton, MA

175,000 sq. ft. new construction of a three-story school to meet the District's current educational needs. The building's first floor will contain common spaces including Science, Technology, Engineering, Art and Mathematics (STEAM) labs, multi-purpose rooms, gymnasiums and the cafeteria, as well as the Preschool and CASE Collaborative classrooms. The second and third floors will house the Gates School and Douglas School respectively, along with a two-story media center. The adjacent existing schools will remain operational during the duration of construction, and upon completion, they will be demolished to make way for new parking lots and playing fields.

City of Framingham, Fuller Middle School, Framingham, MA

Construction of a new three-story school featuring a learning commons/cafeteria at the core, surrounded by balconies fronting a perimeter of classrooms. The school will also be equipped with an 8,300 sq. ft. gymnasium, a 420-seat auditorium, full building air conditioning and Science, Technology, Engineering, Art and Mathematics (STEAM) instructional areas. In an effort to minimize disruptions to the students and the surrounding neighborhood, the new building will be constructed adjacent to the existing school while it remains fully operational.

Lincoln School Building Committee, Revitalization of The Lincoln School, Lincoln, MA

Phased renovation of the existing 127,000 sq. ft. school and new additions totaling 37,500 sq. ft., will revitalize this iconic mid-century modern school building with all new systems, a restored façade and collaborative learning spaces. Construction will take place while the existing elementary and middle schools remain operational, employing temporary modular classrooms to accommodate students.

EDUCATION

Union College
B.S. / Civil Engineering

LICENSES / CERTIFICATIONS

Engineer-in-Training

AFFILIATIONS

American Society of Professional Estimators

REFERENCES

Lorraine Finnegan
Principal and Vice President
Symmes Maini & McKee Associates
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Joel Seeley, AIA
Executive Vice President
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Emily Grandstaff-Rice FAIA
Senior Associate
Arrowstreet Inc.
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grandstaff-ric@arrowstreet.com



CHANDLER RUDERT

Senior Project Manager

As Senior Project Manager, Chandler will be the main point of contact for the owner and architect throughout the process. He will be responsible for overseeing all aspects of the project including cost reporting, schedule management, quality control, subcontractor coordination and project close-out. As the hub of team communications, Chandler is accountable for all facets of project administration, including leading team meetings, developing monthly progress reports and overseeing the document control procedures completed by the Project Engineer.



Town of Sharon, Sharon High School, Sharon, MA

New 240,000 sq. ft. building located next to the existing high school having capacity for more than 1,200 students in grades nine to 12. The new high school will have 42 academic classrooms, including small group seminar rooms, sciences labs, special education space, technology/engineering classrooms, as well as an indoor track and athletic fields. Following the completion of the new building, the existing high school will be abated of hazardous materials and demolished.

Town of Holbrook Public Schools, Holbrook Pre K-12 School, Holbrook, MA

New construction of the 217,353 sq. ft. Pre K-12 school adjacent to the existing Junior-Senior High School. Scope of work included phased construction of two wings, one for grades Pre K-5 and the other for grades 6-12. Demolition of the existing Junior-Senior High School took place once the new Pre K-12 school was complete. Landscaping, track installation and new baseball and playing fields were also included in the project.

Town of Ashburnham, John R. Briggs Elementary School, Ashburnham, MA

87,824 sq. ft. new construction of an elementary school housing Pre-K through fifth grade. The new building was constructed adjacent to the existing, occupied elementary school, which was demolished upon project completion. Scope included a two-story administration and classroom structure, cafetorium, stage and kitchen area, gymnasium, administration area and media/computer room.

Blue Hills Technical School, Blue Hills Regional Technical School Renovation, Canton, MA

342,000 sq. ft. occupied, phased renovation to address the building's need for all new fire protection systems, M/E/P upgrades, window replacement, roof repairs and full handicap accessibility. The work was managed within the occupied school, utilizing night shifts and weekend shifts to minimize impacts while maintaining the project schedule.

Ayer Shirley Regional School District, High School Renovation, Ayer, MA

The Ayer Shirley Regional High School received an addition and renovation to accommodate the growing needs of its students. The addition to the building was approximately 52,000 sq. ft. and the renovation involved approximately 93,000 sq. ft. and required upgrades to the plumbing, HVAC, electrical and technology systems, including complete fire sprinklers. Windows were replaced and the minimally insulated precast concrete panels were re-clad with insulating panels. The roof was replaced with new roofing and insulation.

EDUCATION

Clarkson University
B.S. / Civil Engineering

LICENSES / CERTIFICATIONS

OSHA 10-Hour Training
Certification

REFERENCES

Joel Seeley
Executive Vice President
Symmes Maini & McKee Associates (617)
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Gordon Gladstone
Chairman
Sharon Standing Building Committee
(781) 820-1796
gwgladstone@gmail.com

Mike Burton
Project Director/Partner
Dore & Whittier Architects, Inc.
(978) 499-2999
mburton@doreandwhittier.com



KYLE RAPOSO

Senior Superintendent

As Senior Superintendent, Kyle will be your full-time, on-site representative to direct all aspects of field operations. He will implement the project-specific safety and quality control programs established for the project. He is responsible for scheduling and managing the performance of all subcontractors. Kyle will conduct weekly subcontractor meetings to reinforce the schedule milestones, quality goals and safety requirements of each trade. Kyle will maintain a professional work environment and harmonious relations with the building trades throughout the jobsite at all times.



Town of Sharon, Sharon High School, Sharon, MA

New 240,000 sq. ft. building located next to the existing high school having capacity for more than 1,200 students in grades nine to 12. The new high school will have 42 academic classrooms, including small group seminar rooms, sciences labs, special education space, technology/engineering classrooms, as well as an indoor track and athletic fields. Following the completion of the new building, the existing high school will be abated of hazardous materials and demolished.

Town of Brookline, Devotion School, Brookline, MA

The existing school building constructed in 1913 was salvaged while the remaining surrounding buildings were demolished. Construction of the new school began while renovation/restoration of the 1913 building was ongoing. The new school consists of a 220,000 sq. ft. of new construction and renovation. It also includes a new two-story parking garage. The project is located in the heart of Brookline surrounded with residential neighbors. *Kyle worked on this project while employed at Shawmut.

City of Attleboro, Attleboro High School, Attleboro, MA

New 476,000 sq. ft. "comprehensive" high school that is home to both a regular grade 9-12 high school as well as a fully accredited chapter 74 vocational/technical high school. Construction of a new four-story school for 1,725 students will be conducted directly adjacent to the existing high school and football stadium, surrounded by a residential neighborhood, elementary school and middle school.

Town of Stoughton, Stoughton High School, Stoughton, MA

New construction of a 214,000 sq. ft. high school which includes a three-story academic wing, two-story public wing housing the new state-of-the-art gymnasium and auditorium and a two-story connector which includes the administration, the cafeteria and library. Demolition of the existing school took place following construction of the new school to make room for playing fields.

Town of Holbrook Public Schools, Holbrook Pre K-12 School, Holbrook, MA

New construction of the 217,353 sq. ft. Pre K-12 school adjacent to the existing Junior-Senior High School. Scope of work included phased construction of two wings, one for grades Pre K-5 and the other for grades 6-12. Demolition of the existing Junior-Senior High School took place once the new Pre K-12 school was complete. Landscaping, track installation and new baseball and playing fields were also included in the project.

EDUCATION

Wentworth Institute of Technology

B.S. / Construction Management

LICENSES / CERTIFICATIONS

Massachusetts Construction Supervisor License

OSHA 30-Hour Training Certification

REFERENCES

Julie Miller
Principal
Town of Stoughton
(781) 344-4000
j_miller@stoughtonschools.org

Dominic Tiberi
Senior Project Manager
Compass Project Management Inc.
(508) 389-5061
dtiberi@compasspminc.com

Christopher Blessen
Principal
Tappe Architects
(774) 274-2060
cblessen@tappe.com



RYAN O'NEIL

Assistant Project Manager

As Assistant Project Manager, Ryan will assist with pre-construction planning and document the project status, facilitate communication within the team, produce daily field reports and maintain logs of requests for information, project submittals and change orders.



Town of Sharon, Sharon High School, Sharon, MA

New 240,000 sq. ft. building located next to the existing high school having capacity for more than 1,200 students in grades nine to 12. The new high school will have 42 academic classrooms, including small group seminar rooms, sciences labs, special education space, technology/engineering classrooms, as well as an indoor track and athletic fields. Following the completion of the new building, the existing high school will be abated of hazardous materials and demolished.

Town of Holbrook Public Schools, Holbrook Pre K-12 School, Holbrook, MA

New construction of the 217,353 sq. ft. Pre K-12 school adjacent to the existing Junior-Senior High School. Scope of work included phased construction of two wings, one for grades Pre K-5 and the other for grades 6-12. Demolition of the existing Junior-Senior High School took place once the new Pre K-12 school was complete. Landscaping, track installation and new baseball and playing fields were also included in the project.

Edward W. Brooke Charter School, Brooke Charter High School, Mattapan, MA

94,000 sq. ft. new construction of Brooke Charter High School supports 840 students and feature classrooms, a dining commons, study rooms, a gymnasium, auditorium, music and art rooms and administrative staff offices. The project scope included extensive testing and coordination to facilitate the removal of subsurface materials on the contaminated site. The school was built to LEED for Schools Silver standards.

University of Massachusetts Boston, Renovation of Existing Academic Buildings (REAB), Dorchester, MA

165,000 sq. ft. renovation of four 1970s-era concrete structures—McCormack Hall, Wheatley Hall, Healey Library and the Quinn Building—transformed them into light-filled, inviting spaces that foster academic study and collaboration, improve departmental operations and expand priority program areas. Scope included live M/E/P upgrades and renovations adjacent to fully occupied laboratories, classrooms, lecture halls; corridor improvements on the first and second floors; instructional and faculty room improvements; and the integration of gender neutral, ADA compliant bathrooms.

EDUCATION

Fitchburg State University
B.S. / Construction Management

LICENSES / CERTIFICATIONS

OSHA 30-Hour Training
Certification
Adult AED Certificate of
Completion

REFERENCES

Mike Bolger
Director of Facilities
Town of Holbrook Public Schools
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mbolger@holbrook.k12.ma.us

Evan Warner
Senior Project Manager
STV
(617) 694-9575
Evan.Warner@stvinc.com

Carl Erickson
Senior Project Manager
UMass Building Authority
(617) 287-3200
cerickson@umassp.edu



CHRIS HAMEL, LEED AP

Senior M/E/P Manager

As Senior M/E/P Manager, Chris will provide specialized expertise to our project team from the preliminary stages of design to the project turnover and warranty phases. Chris's capabilities include systems evaluation, document review, quality assurance, implementation of indoor air quality programs, commissioning support and staff training.



Town of Sharon, Sharon High School, Sharon, MA

New 240,000 sq. ft. building located next to the existing high school having capacity for more than 1,200 students in grades nine to 12. The new high school will have 42 academic classrooms, including small group seminar rooms, sciences labs, special education space, technology/engineering classrooms, as well as an indoor track and athletic fields. Following the completion of the new building, the existing high school will be abated of hazardous materials and demolished.

Town of Tewksbury, Tewksbury Elementary School, Tewksbury, MA

Replacement of an existing elementary schools with a new 139,500 sq. ft., three-story facility serving grades 2-4 district-wide. The new building will be constructed adjacent to the existing John F. Ryan Elementary School, which currently serves grades 5 & 6 and must remain fully operational throughout the project's entirety. The project also includes the demolition of District Offices building, and replacement of a historic athletic complex with a modern stadium facility featuring a new field house and synthetic multi-purpose field.

Acton-Boxborough Regional School District, Douglas & Gates Elementary School, Acton, MA

175,000 sq. ft. new construction of a three-story school to meet the District's current educational needs. The building's first floor will contain common spaces including Science, Technology, Engineering, Art and Mathematics (STEAM) labs, multi-purpose rooms, gymnasiums and the cafeteria, as well as the Preschool and CASE Collaborative classrooms. The second and third floors will house the Gates School and Douglas School respectively, along with a two-story media center. The adjacent existing schools will remain operational during the duration of construction, and upon completion, they will be demolished to make way for new parking lots and playing fields.

Town of Ashburnham, John R. Briggs Elementary School, Ashburnham, MA

87,824 sq. ft. new construction of an elementary school housing Pre-K through fifth grade. The new building was constructed adjacent to the existing, occupied elementary school, which was demolished upon project completion. Scope included a two-story administration and classroom structure, cafetorium, stage and kitchen area, gymnasium, administration area and media/computer room.

City of Attleboro, Attleboro High School, Attleboro, MA

New 476,000 sq. ft. "comprehensive" high school that is home to both a regular grade 9-12 high school as well as a fully accredited chapter 74 vocational/technical high school. Construction of a new four-story school for 1,725 students will be conducted directly adjacent to the existing high school and football stadium, surrounded by a residential neighborhood, elementary school and middle school.

EDUCATION

Worcester Polytechnic Institute
B.S. / Mechanical Engineering

LICENSES / CERTIFICATIONS

OSHA 30-Hour Training
Certification

Massachusetts Construction
Supervisor License

LEED Accredited Professional

REFERENCES

Courtney Southwick
Associate & Project Manager
Drumme Rosane Anderson, Inc.
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Cliff Cloutier
Principal
Bay Path Vocational High School
(508) 978-0326
ccloutier@baypath.net

Craig Olsen
Associate Principal / Architect
Kaestle Boos Associates, Inc.
(508) 954-6337
colsen@kba-architects.com

ALI ATHERTON

Assistant Superintendent

Ali will be responsible for assisting the Superintendent in controlling staffing and productivity of all site subcontractors. She will also be responsible for producing daily quality control checklists, as well as planning, management and implementation of all activities and execution procedures on the project. Ali will be part of the team during the pre-construction process, helping to establish schedule, logistics and quality control plans early on.

Town of Sharon, Sharon High School, Sharon, MA

New 240,000 sq. ft. building located next to the existing high school having capacity for more than 1,200 students in grades nine to 12. The new high school will have 42 academic classrooms, including small group seminar rooms, sciences labs, special education space, technology/engineering classrooms, as well as an indoor track and athletic fields. Following the completion of the new building, the existing high school will be abated of hazardous materials and demolished.

Lincoln School Building Committee, Revitalization of The Lincoln School, Lincoln, MA

Phased renovation of the existing 127,000 sq. ft. school and new additions totaling 37,500 sq. ft., will revitalize this iconic mid-century modern school building with all new systems, a restored façade and collaborative learning spaces. Construction will take place while the existing elementary and middle schools remain operational, employing temporary modular classrooms to accommodate students.



CONSIGLI
Est. 1905



EDUCATION

Southern New Hampshire
University

B.S. / Construction Management

LICENSES / CERTIFICATIONS

OSHA 30-Hour Training
Certification

REFERENCES

James McGrath
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CHA Consulting, Inc.
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Emmanuel St. Louis
Owners Representative
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Jennifer Soucy
Senior Associate/Project Architect
Symmes Maini & McKee Associates
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jsoucy@sma.com

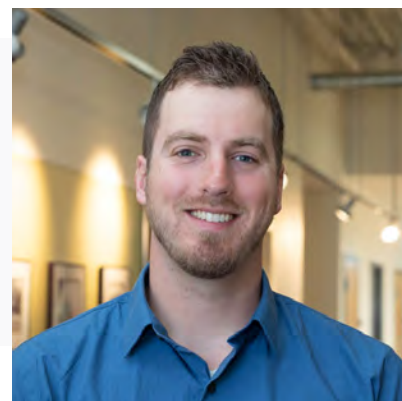


CONSIGLI
Est. 1905

JOE DAWSON

Assistant Superintendent

Joe will be responsible for assisting the Superintendent in controlling staffing and productivity of all site subcontractors. He will also be responsible for producing daily quality control checklists, as well as planning, management and implementation of all activities and execution procedures on the project. Joe will be part of the team during the pre-construction process, helping to establish schedule, logistics and quality control plans early on.



Town of Sharon, Sharon High School, Sharon, MA

New 240,000 sq. ft. building located next to the existing high school having capacity for more than 1,200 students in grades nine to 12. The new high school will have 42 academic classrooms, including small group seminar rooms, sciences labs, special education space, technology/engineering classrooms, as well as an indoor track and athletic fields. Following the completion of the new building, the existing high school will be abated of hazardous materials and demolished.

EDUCATION

Curry College
B.S. / Psychology

LICENSES / CERTIFICATIONS

OSHA 30-Hour Construction
Training Certification
CPR/First Aid Certification
Massachusetts Hydraulic Hoisting
Engineer License

REFERENCES

Jeff Robinson
Managing Partner
Salmon Health
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jrobinson@salmonhealth.com

Nathaniel D. Roop
Associate/Senior Project Manager
Thorson Baker & Associates
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Dean Temple
Architect
Dario Designs Inc.
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CONSIGLI
Est. 1905

JONATHAN SEIBEL

Project Engineer

As Project Engineer, Jon is responsible for document control and tracking of materials, submittals and deliveries. He supports the Project Manager in all day-to-day process and procedures to ensure that relevant project information is compiled and distributed to the entire team in a timely manner. He also updates the schedule on a regular basis and provides the owner with logistics and phasing plans to demonstrate upcoming work.



Town of Sharon, Sharon High School, Sharon, MA

New 240,000 sq. ft. building located next to the existing high school having capacity for more than 1,200 students in grades nine to 12. The new high school will have 42 academic classrooms, including small group seminar rooms, sciences labs, special education space, technology/engineering classrooms, as well as an indoor track and athletic fields. Following the completion of the new building, the existing high school will be abated of hazardous materials and demolished.

EDUCATION

University of Massachusetts
Amherst

B.S. / Building Construction
Technology

LICENSES / CERTIFICATIONS

OSHA 30-Hour Training
Certification

REFERENCES

Christopher Blessen
Principal
Tappe Architects
(617) 451-0200
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Chris Sharkey
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Kevin Nigro
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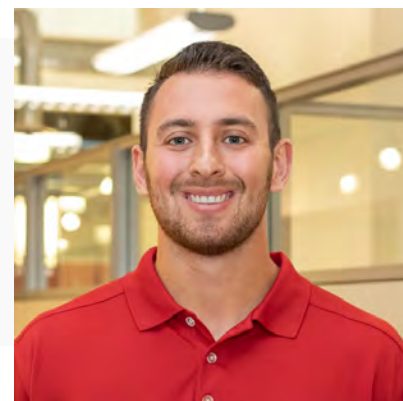


CONSIGLI
Est. 1905

BRANDON JENKINS

Project Engineer

As Project Engineer, Brandon is responsible for document control and tracking of materials, submittals and deliveries. He supports the Project Manager in all day-to-day process and procedures to ensure that relevant project information is compiled and distributed to the entire team in a timely manner. He also updates the schedule on a regular basis and provides the owner with logistics and phasing plans to demonstrate upcoming work.



Town of Sharon, Sharon High School, Sharon, MA

New 240,000 sq. ft. building located next to the existing high school having capacity for more than 1,200 students in grades nine to 12. The new high school will have 42 academic classrooms, including small group seminar rooms, sciences labs, special education space, technology/engineering classrooms, as well as an indoor track and athletic fields. Following the completion of the new building, the existing high school will be abated of hazardous materials and demolished.

EDUCATION

Roger Williams University
B.S. / Civil Engineering

LICENSES / CERTIFICATIONS

OSHA 30-Hour Training
Certification

REFERENCES

Christopher Blessen
Principal
Tappe Architects
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Chris Sharkey
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cjankun@pmaconsultants.com



July 30, 2021

Re: **Consigli Construction Co., Inc.
Bonding Capacity Letter**

To Whom It May Concern:

This letter confirms that Consigli Construction Co., Inc. ("Consigli") is a highly regarded and valued client of Alliant Insurance Services, Inc. ("Alliant"), Federal Insurance Company and Berkshire Hathaway Specialty Insurance Company ("co-surety"). As Consigli's bonding agent and 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 Consigli's clients have requested. With respect to Consigli's current bonding requirements, please be advised that the co-surety is willing to support individual projects with contract values approaching \$450,000,000 with corresponding backlogs approaching \$3,000,000,000.

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 Consigli to its co-surety. Please understand that any arrangement for surety bonds is a matter strictly between Consigli 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 all fifty States and each is 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' or better by A.M. Best Company, all with a Financial Size Category 'XV' or greater.

Alliant and the co-surety strongly recommend Consigli to you. Please feel free to contact this office should you have any questions regarding the bonding capacity or technical ability of Consigli Construction Co., Inc.

Sincerely,

A handwritten signature in blue ink that reads "Sandra C. Lopes". The signature is fluid and cursive, with a large initial 'S'.

Sandra C. Lopes
Surety Account Manager
Construction Services Group














Project Title	Project Number	Contract Amount	Percent Complete	Contract Start Date	Contract End Date	Work Category 1	Work Category 1 Amount	Work Category 2	Work Category 2 Amount	Work Category 3	Work Category 3 Amount	Owner/Agency Organization	Owner/Agency Contact Name	Owner/Agency Contact Email	Evaluator Organization	Evaluator Contact Name	Evaluator Contact Email	Sub-trade Work Category 1	Sub-trade Work Category 1 Amount	Sub-trade Work Category 2	Sub-trade Work Category 2 Amount	Sub-trade Work Category 3	Sub-trade Work Category 3 Amount
MathWorks Lakeside Master Plan		\$270,148,962	100.00%	1/1/2015	12/1/2018	Prime: General Building Construction	\$270,148,962					The Mathworks, Inc.	Rebecca Gutierrez	rebecca.gutierrez@mathworks.com	The Mathworks, Inc.	Rebecca Gutierrez	rebecca.gutierrez@mathworks.com	HVAC	\$42,032,899	Other	\$32,364,391	Electrical	\$2,783,849
Harvard Lowell House		\$190,182,877	100.00%	1/3/2017	7/16/2019	Prime: General Building Construction	\$190,182,877					The President and Fellows of Harvard College Acting by and through House Renewal Project Management	Mark Roberts	Mark_Roberts@harvard.edu	Jacobs Engineering Group	Marc Riendeau	marc.riendeau@jacobs.com	HVAC	\$21,497,695	Electrical	\$17,343,880	Drywall	\$13,693,560
Steward Health Care - SAH Pharmacy Reno		\$2,793,065	100.00%	2/17/2020	1/19/2021	Prime: General Building Construction	\$2,793,065					Care Systems LLC	Jack Dankert	jack.dankert@steward.org	Array Architects	Jack McCarthy	jmccarthy@array-architects.com	HVAC	\$457,079	Electrical	\$310,160	Drywall	\$121,172
Northeastern University - Mugar COS/COE New Faculty		\$335,962	100.00%	8/31/2020	1/15/2021	Prime: General Building Construction	\$335,962					Northeastern University	Michael Petrucci	m.petrucci@northeastern.edu	Northeastern University	Michael Petrucci	m.petrucci@northeastern.edu	HVAC	\$85,380	Plumbing	\$50,000	Electrical	\$39,725
UNH - Westside Hall Catering		\$445,097	100.00%	8/31/2020	1/15/2021	Prime: General Building Construction	\$445,097					University of New Haven	Louis Annino	lannino@newhaven.edu	University of New Haven	Carmine Amento	cramento@newhaven.edu	HVAC	\$61,860	Electrical	\$30,000	Drywall	\$16,500
Raytheon - Building 2 Restrooms		\$160,173	100.00%	9/14/2020	1/15/2021	Prime: General Building Construction	\$160,173					Raytheon Technologies	Amanda Sauer	asauer@raytheon.com	Raytheon Technologies	Amanda Sauer	asauer@raytheon.com	Flooring	\$63,049	Demolition	\$16,877	Glass	\$11,990
UMMHC - East 5 NICU Flooring		\$171,821	100.00%	9/14/2020	1/14/2021	Prime: General Building Construction	\$171,821					UMass Memorial Healthcare	Scott Reynolds	scott.reynolds@umassmemorial.org	UMass Memorial Healthcare	Mary O'Looney	Mary.Olooney@umassmemorial.org	Flooring	\$112,465	Demolition	\$48,165	Other	\$0
Bristol-Myers Squibb - LOC Conference Room		\$487,198	100.00%	2/3/2020	12/31/2020	Prime: General Building Construction	\$487,198					Bristol-Myers Squibb Company	David Gouveia	david.gouveia@bms.com	Bristol-Myers Squibb Company	David Gouveia	david.gouveia@bms.com	Drywall	\$78,433	Acoustical Ceilings	\$25,630	HVAC	\$22,165
Wuxi Biologics - Core and Shell		\$5,400,000	100.00%	6/1/2020	12/18/2020	Prime: General Building Construction	\$5,400,000					Wuxi Biologics USA, LLC	Eric Duval	eric.duval@wuxibiologics.com	IPS-Integrated Project Services, LLC	Michael Pappalardo	mpappalardo@ipsdb.com	Sitework	\$3,454,043	Environmental Services	\$136,000	Electrical	\$80,897
BIDMC - Feldberg Research Pharmacy		\$789,049	100.00%	8/1/2018	12/30/2020	Prime: General Building Construction	\$789,049					Beth Israel Deaconess Medical Center	Andrew Roosa	arosa@bidmc.harvard.edu	Beth Israel Deaconess Medical Center	Andrew Roosa	arosa@bidmc.harvard.edu	Electrical	\$222,997	HVAC	\$130,164	Masonry	\$40,234
Pfizer - G2 Office Renovation		\$1,928,833	100.00%	7/27/2020	12/29/2020	Prime: General Building Construction	\$1,928,833					Pfizer, Inc.	Stavroula Meimeteas	stavroula.meimeteas@pfizer.com	Pfizer, Inc.	Stavroula Meimeteas	stavroula.meimeteas@pfizer.com	Electrical	\$222,997	HVAC	\$130,164	Masonry	\$40,234
YWCA Recapitalization & Reno		\$17,588,810	100.00%	1/2/2020	12/22/2020	Prime: General Building Construction	\$17,588,810					YWCA Central Massachusetts, Inc.	Linda Cavaloli	lcavaloli@ywcacm.org	Anser Advisory	Pam Wylie	pam.wylie@anseradvisory.com	HVAC	\$3,263,212	Electrical	\$2,560,204	Plumbing	\$1,238,572
Bozuto Development - Day Care		\$270,020	100.00%	8/28/2020	12/22/2020	Prime: General Building Construction	\$270,020					Bozuto	Jake Fowler	james.fowler@bozuto.com	Bozuto	Jake Fowler	james.fowler@bozuto.com	Electrical	\$85,848	HVAC	\$69,162	Finish Carpentry	\$14,640
Boston College - Higgins Hall Room 160 Reno		\$448,137	100.00%	6/15/2020	12/11/2020	Prime: General Building Construction	\$448,137					Trustees of Boston College	Thomas Runyon	thomas.runyon@bc.edu	Trustees of Boston College	Thomas Runyon	thomas.runyon@bc.edu	HVAC	\$108,452	Electrical	\$52,778	Plumbing	\$48,220
BIDMC - Westwood Pharmacy		\$6,219,144	100.00%	6/1/2020	10/30/2020	Prime: General Building Construction	\$6,219,144					Beth Israel Medical Center	Amanda Nicastro	anicastr@bidmc.harvard.edu	Beth Israel Medical Center	Amanda Nicastro	anicastr@bidmc.harvard.edu	Electrical	\$1,974,053	Flooring	\$481,163	Drywall	\$478,436
NGA - Gallery Plaza North		\$332,500	100.00%	9/7/2020	11/30/2020	Prime: General Building Construction	\$332,500					National Gallery of Art	Janet Wu	jt-wu@nga.gov	National Gallery of Art	Janet Wu	jt-wu@nga.gov	Concrete	\$100,000	Sitework	\$49,900	Masonry	\$35,421
NV5 - Office Renovation		\$385,330	100.00%	6/8/2020	11/30/2020	Prime: General Building Construction	\$385,330					NV5 Engineers	Bob Persechini	bob.persechini@nv5.com	NV5 Engineers	Bob Persechini	bob.persechini@nv5.com	Electrical	\$63,488	Carpentry	\$56,198	Plumbing	\$51,500
Harvard - Quincy Gate		\$992,367	100.00%	8/3/2020	11/20/2020	Prime: General Building Construction	\$992,367					The President and Fellows of Harvard College Acting by and through The Faculty of Arts and Sciences	Ed Milch	emilch@fas.harvard.edu	The President and Fellows of Harvard College Acting by and through The Faculty of Arts and Sciences	Ed Milch	emilch@fas.harvard.edu	Sitework	\$148,845	Miscellaneous Metals	\$131,407	Masonry	\$64,000
Harvard - Houghton Library Reno		\$8,230,667	100.00%	9/16/2019	11/18/2020	Prime: General Building Construction	\$8,230,667					The President and Fellows of Harvard College Acting by and through The Faculty of Arts and Sciences	Dave Myers	dmyers@fas.harvard.edu	Terva Corporation	Stav Birmbas	sbirmbas@tervacorp.com	Sitework	\$773,449	Electrical	\$672,121	Landscaping	\$589,809
Stoughton High School		\$98,047,750	100.00%	6/9/2017	10/16/2021	Prime: General Building Construction	\$98,047,750					Town of Stoughton	Robin Grimm	rg Grimm@stoughton-ma.gov	Compass Project Management	Domenic Tiberi	dtiberi@compasspmc.com	Sitework	\$9,736,836	Electrical	\$8,164,896	HVAC	\$6,463,298
Greater Lowell Technical High School Additions and Renovations		\$55,302,369	100.00%	5/30/2013	2/15/2017	Prime: General Building Construction	\$55,302,369					Greater Lowell Regional Vocational Technical School District	Joseph Mastrocola	jmastrocola@ltech.org	NV5	Thomas Murphy	thomas.murphy@nv5.com	HVAC	\$10,052,338	Electrical	\$7,884,074	Metal Windows	\$4,244,902
Massachusetts State House Historical Restoration of West Wing Executive Office		\$9,234,684	100.00%	1/7/2014	12/23/2015	Prime: Historical Building Restoration	\$9,234,684					DCAMM	Vincent Cirigliano	vincent.cirigliano@mass.gov	DCAMM	Vincent Cirigliano	vincent.cirigliano@mass.gov	HVAC	\$1,526,622	Electrical	\$1,377,345	Structural Steel	\$426,516
Fairfield University - Junior Senior Housing		\$15,669,615	100.00%	10/17/2018	10/4/2019	Prime: General Building Construction	\$10,474,615	Prime: Modular Construction/Prefab	\$5,195,000			Fairfield University	David Frassinelli	dfrassinelli@fairfield.edu	Fairfield University	David Frassinelli	dfrassinelli@fairfield.edu	Modular	\$4,425,944	Sitework	\$2,415,505	Siding	\$1,201,889

No



6.L. Other than previously reported in the above questions, have any Judicial Actions or Administrative Proceedings or investigations involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled by any local, state or federal agency relating to the procurement or performance of any construction contract?

Yes - See included attachment.

Mandatory Documents

Authorized Signatory Listing   Consigli Construction Authorized Signatory Listing 2021.pdf (PDF, 371.08 KB)	Attached by Neil O'Malley on 1/25/2021
Annual CPA-audited or CPA-reviewed financial statement. Small prime applicants may upload a CPA compiled financial statement in lieu of audited or reviewed financials.   2019 Consigli Construction Company Inc. Financial Statements.pdf (PDF, 223.30 KB)	Attached by Neil O'Malley on 1/25/2021
Resumes of principals, management and supervisory personnel.   Consigli Construction Resumes 2021.pdf (PDF, 3.65 MB)	Attached by Neil O'Malley on 1/25/2021
Bonding Commitment Letter   Consigli Construction DCAMM Bonding Capacity Letter 2021.pdf (PDF, 150.33 KB)	Attached by Neil O'Malley on 1/25/2021
Workers' compensation policy information page   Consigli Construction Co. Inc. 2020-2021 Evidence of Insurance Certificate WC and WC Affidavit.pdf (PDF, 175.69 KB)	Attached by Neil O'Malley on 1/25/2021
Massachusetts Division of Unemployment Assistance (DUA) certificate of compliance   Consigli Construction Co. Inc. DUA Certificate of Compliance 2021.pdf (PDF, 22.40 KB)	Attached by Neil O'Malley on 1/25/2021
Your company's most recent annual report filed with the Secretary of State Corporations Division   Consigli Construction Annual Report and Business Summary.pdf (PDF, 1.19 MB)	Attached by Neil O'Malley on 1/25/2021

Required Documents

Copies of all licenses in the following category(s) of work for which your company is seeking certification	Not Applicable , noted by Neil O'Malley on 12/18/2020
CPA Letter stating highest 12 month volume of work.	Not Applicable , noted by Neil O'Malley on 12/18/2020
Supplier Diversity Office (SDO) certificate	Not Applicable , noted by Neil O'Malley on 12/18/2020
Verification document from the insurance agent  	Attached by Neil O'Malley on 1/25/2021



[Consigli Construction Co. Inc. EMR Letter and EMR NCCI Page 2020-2021.pdf](#) (PDF, 796.31 KB)

General Performance and Compliance Supplement Documentation

Attached by Neil O'Malley on 1/29/2021



[Consigli Construction General Performance and Compliance with Laws Supplemental Documentation 2021.pdf](#) (PDF, 7.86 MB)

Articles of Incorporation or Articles of Organization

Not Applicable, noted by Neil O'Malley on 12/18/2020

Application Fee

PAYMENT STATUS	Paid
AMOUNT	\$600.00
PAYMENT METHOD	Credit Card
PAYMENT/CHECK NUMBER	9a649cf2-0209-4b04-b8e5-cdf0a78bb5bd
PAYMENT DATE	1/29/2021
COMMENTS	Success

Electronic Signature

SIGNATURE	J. Scott Lerner
TITLE	Secretary
ORGANIZATION	Consigli Construction Company, Inc.
DATE	1/29/2021
IP NUMBER	24.104.127.72
TOKEN	A66B197D2333DED6538F207914BD0CB99B619E94041E8D30D1...



CONSIGLI
Est. 1905

NON-COLLUSION AFFIDAVIT

Attachment M.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, Preliminary Design Program Submission and Preferred Schematic Report, referred to the project website for additional information, 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: Consigli Construction Co., Inc.
Company or Joint Venture Name

Matthew Consigli
Authorized Representative Signature


Matthew Consigli
Print Name and Title

INFORMATIONAL SHEET

Attachment M.3
INFORMATIONAL SHEET

A. If a Corporation:

Incorporated in what State: Massachusetts

President: Matthew Consigli

Treasurer: Anthony Consigli

Secretary: J. Scott Lerner

B. If a foreign corporation, are you registered to do business in Massachusetts?

Yes N/A No N/A

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.

D. If an individual:

Name: N/A

Residence: N/A

E. If an individual doing business under a firm name:

Name of Firm: N/A

Business Address: N/A

Name of Individual: N/A



CONSIGLI
Est. 1905

AFFIDAVIT OF COMPLIANCE

Attachment M.4
AFFIDAVIT OF COMPLIANCE

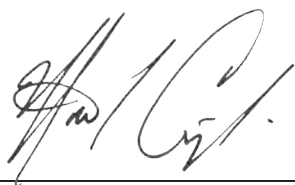
 X Massachusetts Business Corp. Foreign Corp. Non-Profit Corp.

I, President Matthew Consigli Clerk President of

 Consigli Construction Co., Inc. , principal office is located at 72 Sumner Street, Milford, MA 01757

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 1 day of April , 20 22 .



Signature of Duly Authorized Corporate Officer



CONSIGLI
Est. 1905

AFFIDAVIT OF PREVAILING WAGE COMPLIANCE

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

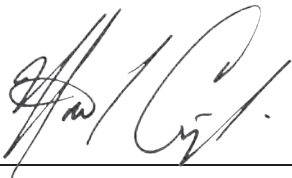
I Matthew Consigli, President, of the
Name Title

Consigli Construction Co., Inc., with a principal office is located at _____
Offeror's Company Name

72 Sumner Street, Milford, MA 01757

do hereby certify that the above named corporation will comply with the prevailing wage laws as set forth in Sections 26 and 27 of the Massachusetts General Laws.

SIGNED UNDER THE PENALTIES OF PERJURY this 1 day of April, 2022.



Signature of Duly Authorized Corporate Officer



CONSIGLI
Est. 1905

CERTIFICATION OF TAX COMPLIANCE

Attachment M.6
CERTIFICATION OF TAX COMPLIANCE

TOWN OF BROOKLINE, MA

Pursuant to M.G.L. Ch. 62c. sec. 49a.

I, Matthew Consigli,

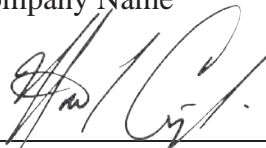
President, X, Clerk, _____, Partner, of _____,

_____, hereby certify under penalties of perjury

that Consigli Construction Co., Inc. has, to my best knowledge and belief, filed all state tax returns and paid all state taxes required under law.

#042088291
Federal Identification Number
or Social Security Number

Consigli Construction Co., Inc.
Company Name



Signature

Matthew Consigli
Name of Duly Authorized (type/print)

President
Title/Company Position

CERTIFICATION OF NON-DISCRIMINATION

Attachment M.7

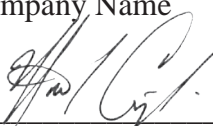
CERTIFICATION OF NON-DISCRIMINATION

Article 4.4 of the Town of Brookline General By-Laws

By signing below, CONTRACTOR 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.

Consigli Construction Co., Inc.

Company Name



Signature

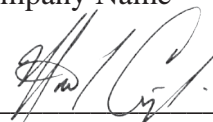
Article 4.5 of the Town of Brookline General By-Laws

In compliance with Article 4.5 of the Town's General By-laws, CONTRACTOR hereby certifies as follows: I shall 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 any individual in fulfilling the terms of the foregoing attached contract.

Signed under the pains and penalties of perjury, on this 1 day of April, 2022.

Consigli Construction Co., Inc.

Company Name



Signature



**SURETY COMMITMENT LETTER AT 110% OF
THE STATED CONSTRUCTION COST FROM RFQ**

FEDERAL INSURANCE COMPANY
BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

March 8, 2022

Ms. Jen Carlson
Town of Brookline
c/o Leftfield
101 Federal Street
Boston, MA 02110

RE: **Consigli Construction Co., Inc.**
Request for Qualifications for Construction Manager at Risk Services
John R. Pierce School
Estimated Construction Cost: \$220,000,000 +/-

Dear Ms. Carlson:

Federal Insurance Company and Berkshire Hathaway Specialty Insurance Company ("co-surety") is privileged to act as co-surety for Consigli Construction Co., Inc. ("Consigli"). As Consigli'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 our relationship, the co-surety has provided all of the surety bonds that Consigli's clients have requested. With respect to Consigli's current bonding requirements, please be advised that the co-surety is willing to support individual projects with contract values approaching \$450,000,000 with corresponding backlogs approaching \$2,500,000,000. The co-surety will provide Consigli the Performance and Payment bond in an amount equal to or greater than 110 percent of the estimated contract value should Consigli be awarded a 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 Consigli to its co-surety. Please understand that any arrangement for surety bonds is a matter strictly between Consigli 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 all fifty States and each is 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' or better by A.M. Best Company, all with a Financial Size Category 'XV' or greater.

The co-surety strongly recommends Consigli to you. Please feel free to contact this office should you have any questions regarding the bonding capacity or technical ability of Consigli Construction Co., Inc.

Sincerely,

Federal Insurance Company
Berkshire Hathaway Specialty Insurance Company



Sandra C. Lopes, Attorney-in-Fact

c/o Alliant Insurance Services, Inc.
131 Oliver Street, 4th Floor
Boston, MA 02110
(617) 535-7200



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Kathleen M. Flanagan and Richard A. Leveroni of Farmington, Connecticut; Gabriela Camacho, Natalie Coney, Michael J. Cusack, Jean M. Feeney, John J. Gambino, Nicholas Labbe, Sandra C. Lopes, Laurie Rothwell and Nicole Roy of Boston, Massachusetts; Eric J. Canterbury of Ballston Lake, New York

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 9th day of November 2020.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

ss.

On this 9th day of November, 2020 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 8th day of March, 2022.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

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: **Sandra C. Lopes, Nicholas Labbe, Laurie Rothwell, Nicole Roy, Jean M. Feeney, Michael J. Cusack, John J. Gambino, Gabriela Camacho, 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. **The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

**BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,**



By:

David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**



By:

David Fields, Vice President

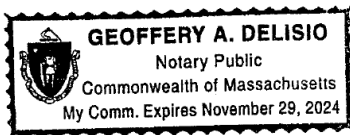


NOTARY

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 correct 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 March 8, 2022.




Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED

To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.

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)

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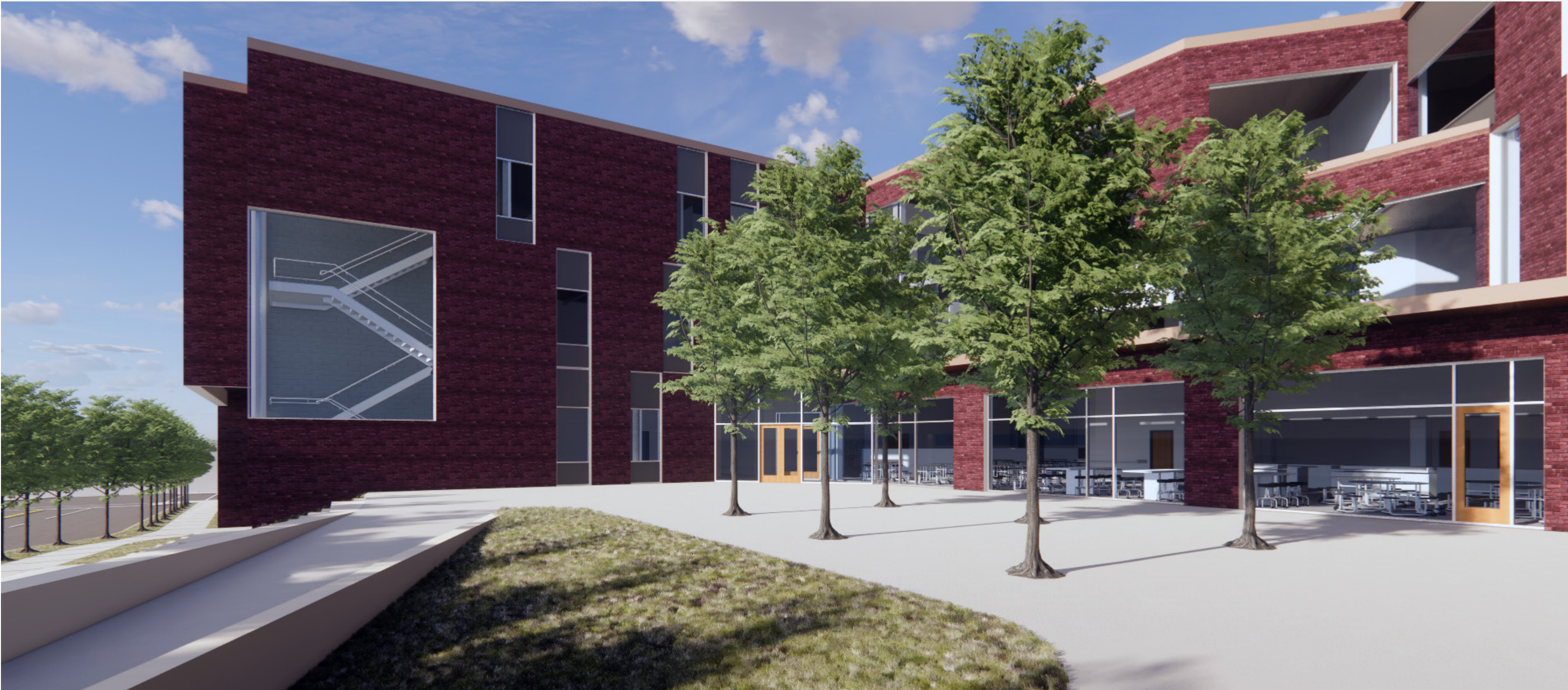
CONSIGLI

Est. 1905



TOWN OF BROOKLINE

John R. Pierce School



INTRODUCTION

THREE MAJOR CHALLENGES >

- 1. Logistics & Tight Site
- 2. Choosing the Right Schedule
- 3. Market Certainty

✓ CONSIGLI AT A GLANCE

117 Years as a Local, Family-Led Company

60+ K-12 Projects in MA

100% Success Achieving Clients' GMP on Chapter 149A Projects

25 Projects with Geothermal Wells

650 Self-perform Craftspeople

10 Projects in the Town of Brookline



WHY CONSIGLI? ✓

1

Massachusetts' K-12 Specialist.

2

A Cohesive Team for Seamless Integration.

3

Cost & Schedule Certainty in a Volatile Market.

TEAM OVERVIEW



Anthony Consigli
Chief Executive Officer



Jody Staruk, LEED AP
Project Executive



Chandler Rudert
Senior Project Manager



Kyle Raposo
Senior Superintendent



Scot Woodin
Pre-construction Manager



Tim Ericson
Chief Estimator



Kacey-Ann Satchell
Diversity & Community
Outreach Manager



Kaliash Viswanathan
Director of Energy

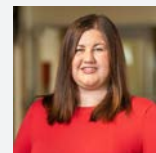


**Steven Burke, LEED &
WELL Faculty, CPHC**
Sustainability Manager

ADDITIONAL TEAM RESOURCES



Chris Hamel
Senior M/E/P Manager



Alicia Martino
Senior VDC Manager



Jennifer Savoie
Senior Purchaser



Eddy Pellerin, CSP
Regional Safety
Manager



Bill Seery
Director of
Pre-fabrication

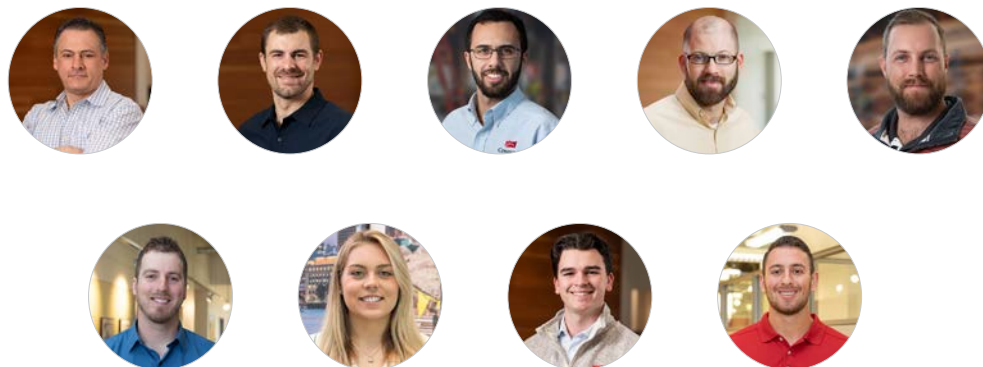
CASE STUDY: SHARON HIGH SCHOOL

LESSONS LEARNED APPLICABLE TO PIERCE SCHOOL

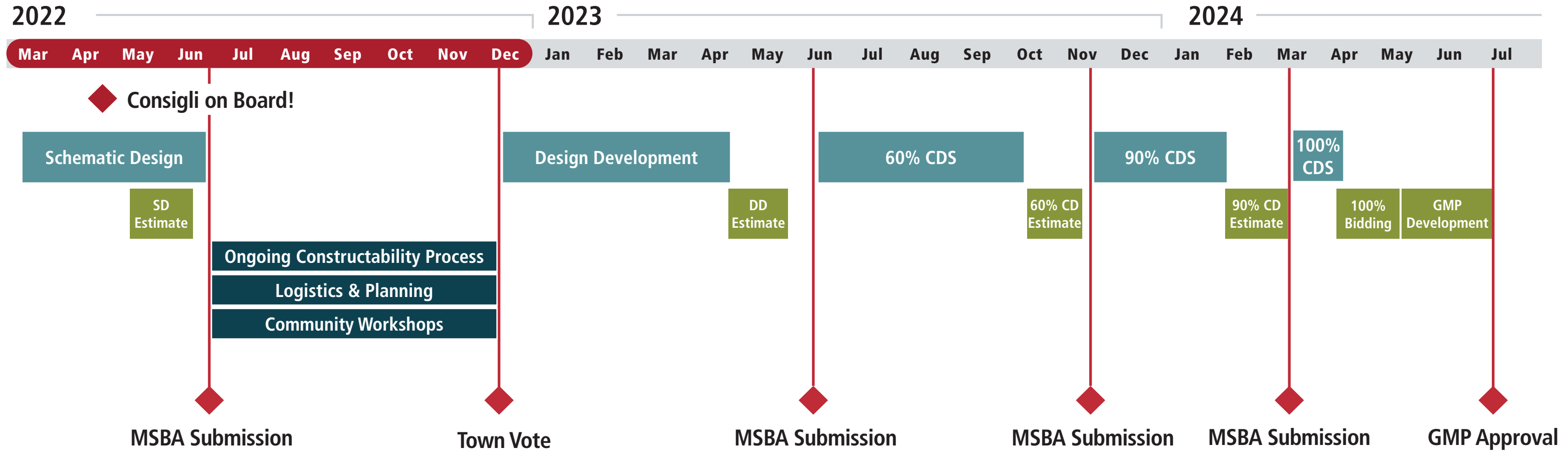


- › GMP came in \$4.5M under budget in 2020
- › Less than 1.2% change orders projected excluding owner changes
- › Neighborhood and abutter communication and outreach
- › Consigli University / student engagement
- › Close proximity to existing high school – 25 feet
- › Creative parking solutions
- › Early procurement and offsite storage of materials
- › 16 months from steel to substantial completion

TEAM CROSSOVER:



PRE-CONSTRUCTION TIMELINE



KEY ELEMENTS OF PRE-CONSTRUCTION



BUDGET



MARKET CONDITIONS



DIVERSITY, EQUITY & INCLUSION

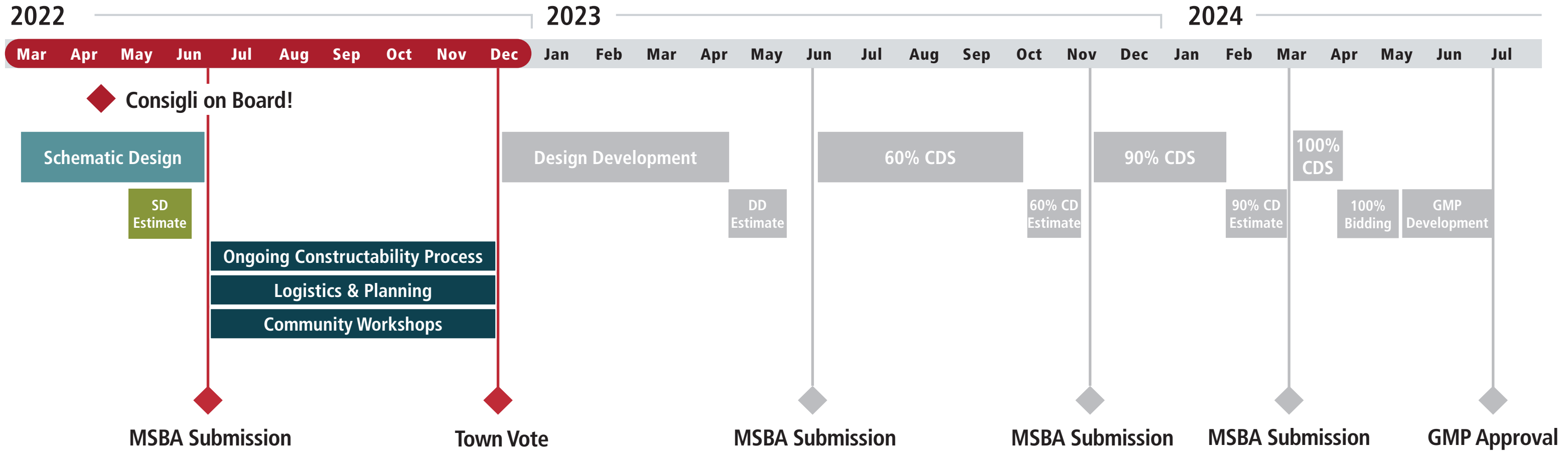


TOWN APPROVAL



SUSTAINABILITY GOALS

SCHEMATIC DESIGN PLAN: PATH TO NOVEMBER TOWN VOTE



KEY ELEMENTS OF PRE-CONSTRUCTION



BUDGET



MARKET CONDITIONS



DIVERSITY, EQUITY & INCLUSION



TOWN APPROVAL

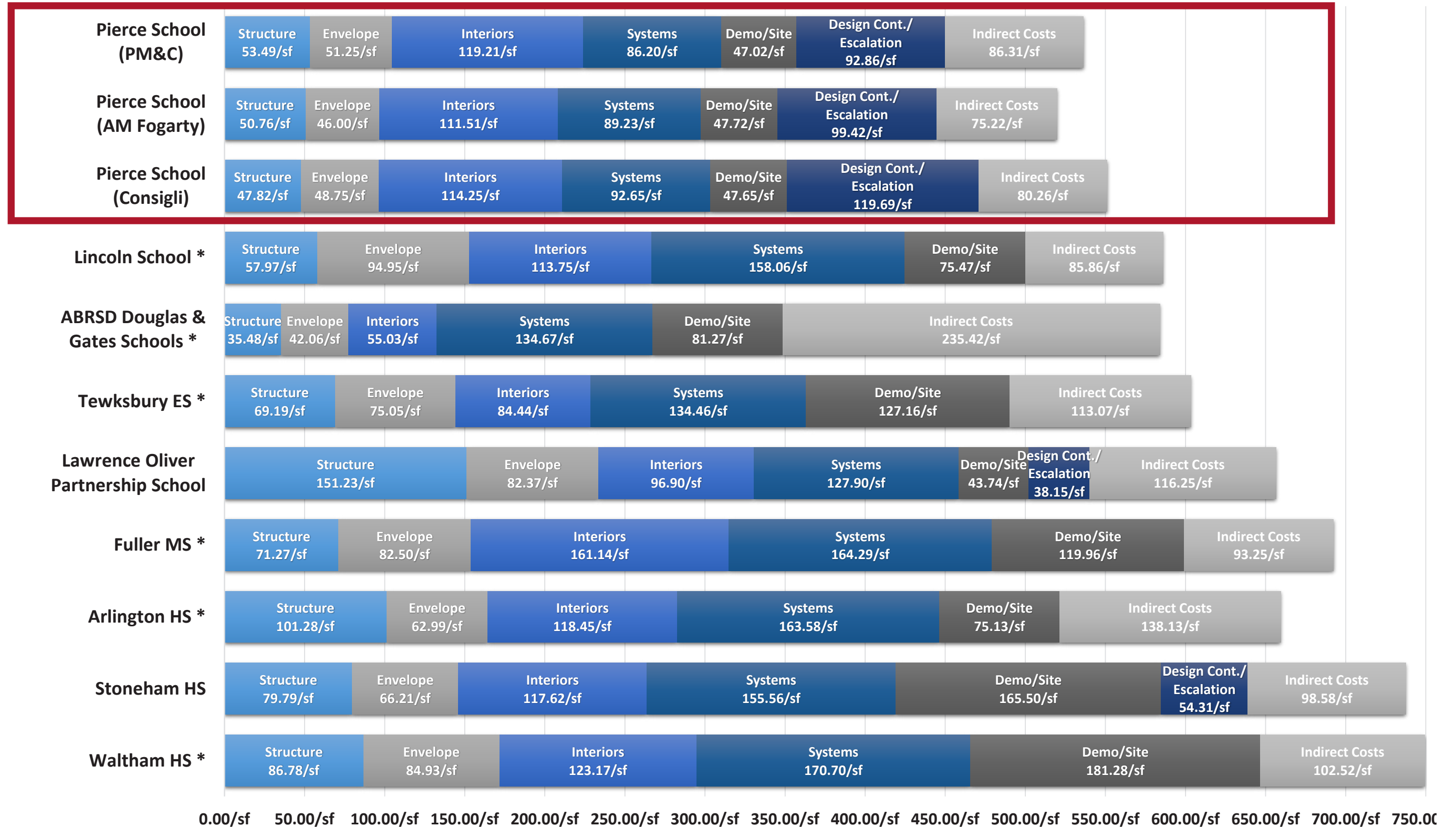


SUSTAINABILITY GOALS

BUDGET ANALYSIS


Comparative School Costs

* Escalated GMP Costs



VALUE MANAGEMENT

Join
DASHBOARD REPORTS ITEMS MILESTONES SETTINGS TEAM



Lawrence Oliver Partnership School
60% Design Development
162,000 GSF

Units of Measure
Total \$/GSF

Display costs
Show markups allocated

Estimate Total	\$105,038,000
Accepted Changes	-\$54,000
Running Total	\$104,984,000
Gap	-\$85,000
Budget	\$104,900,000

Adds/Deducts by Status (22 Items)

-\$184K

⊗

+\$74.2K

?


+\$294K

✓

-\$347K

✓

-\$2.01M



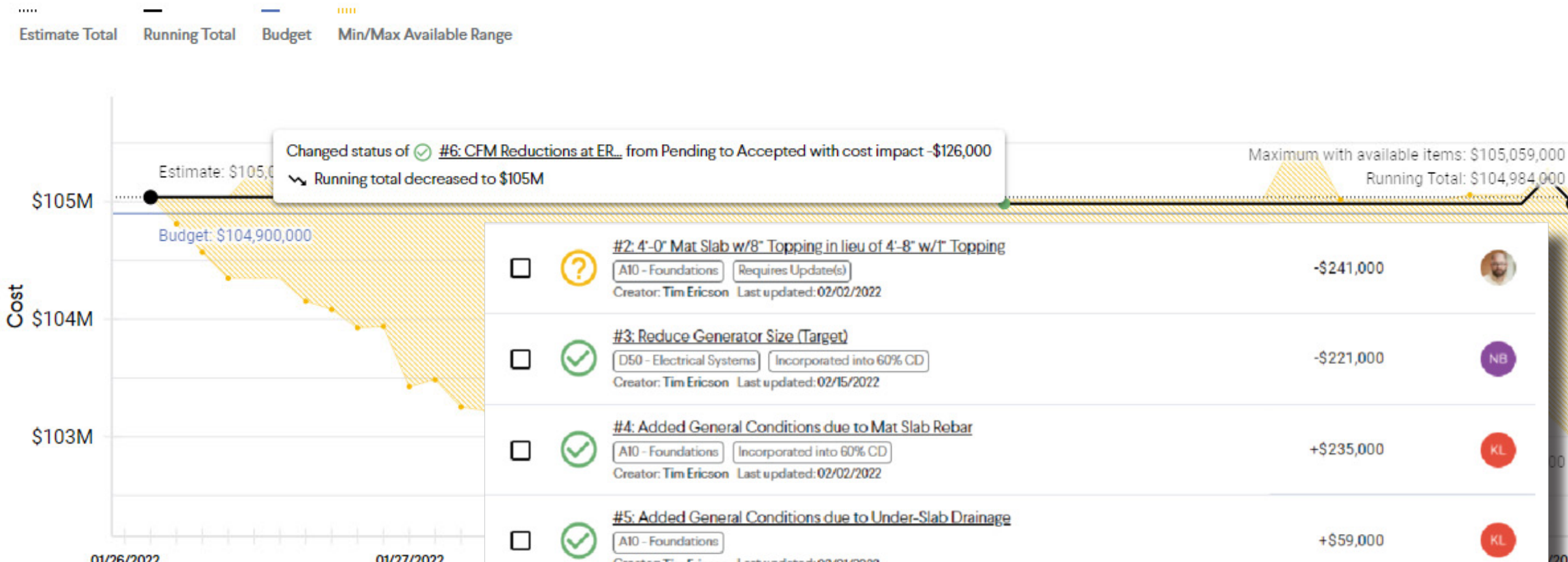
Dashboard

Cost Trendline

Units of Measure
Milestone

Total \$/GSF
60% Design Development

Estimate Total
Running Total
Budget
Min/Max Available Range



Estimate: \$105,038,000
Budget: \$104,900,000
Running Total: \$104,984,000
Maximum with available items: \$105,059,000

Item ID	Description	Status	Impact	Creator	Last Updated
#2	4'-0" Mat Slab w/8" Topping in lieu of 4'-8" w/1" Topping	Requires Update(s)	-\$241,000	Tim Ericson	02/02/2022
#3	Reduce Generator Size (Target)	Incorporated into 60% CD	-\$221,000	Tim Ericson	02/15/2022
#4	Added General Conditions due to Mat Slab Rebar	Incorporated into 60% CD	+\$235,000	Tim Ericson	02/02/2022
#5	Added General Conditions due to Under-Slab Drainage		+\$59,000	Tim Ericson	02/01/2022
#6	CFM Reductions at ERUs	Incorporated into 60% CD	-\$126,000	Tim Ericson	02/02/2022
#7	BASE COURSE - Change all base course material at addition from salvaged Granite to Precast		-\$69,000	Tim Ericson	01/28/2022

MARKET CONDITIONS

LEAD TIME LOGISTICS

Material	4/1/2022 (Fabrication after release)
Mechanical Equip. (Major)	6 - 11 months
Mechanical Equip. (Minor)	4 - 6 months
Electrical Equipment (Major)	7- 13 months
Electrical Equipment (Minor)	4 - 6 months
Roof Materials & Insulation	6 - 8 months
Electrified Hardware	8 - 10 months
Steel Joist	6 months
Elevators	6 months
Steel Deck	3 months
Structural Steel	3 months

Critical Material	Expected Escalation 2022
Roofing Membranes & Insulation	10-15%
Electrical Equipment	10-15%
Mechanical Equipment	8 - 15%
Ductile piping	15%
Lumber	5 - 10%
Gypsum Wall Board & Associated Materials	5 - 10%
Aluminum	5 - 10%
Finish Door Hardware	3 - 5%
Structural Steel	5%
Copper Wiring/Cabling	5%

PRE-FABRICATION



SELF-PERFORMANCE

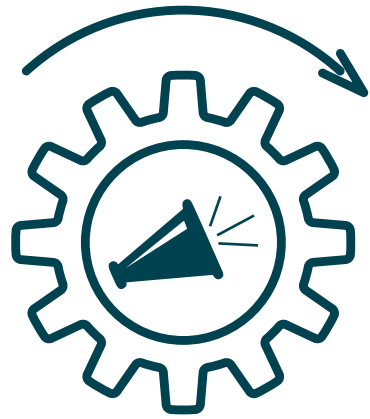


Mass Timber Framing

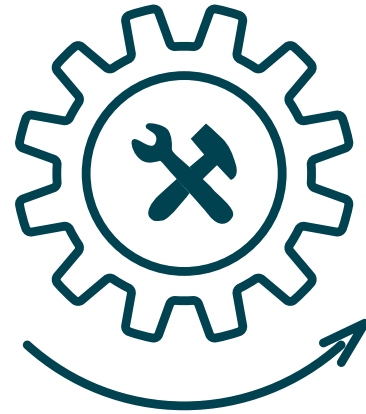


Riggs

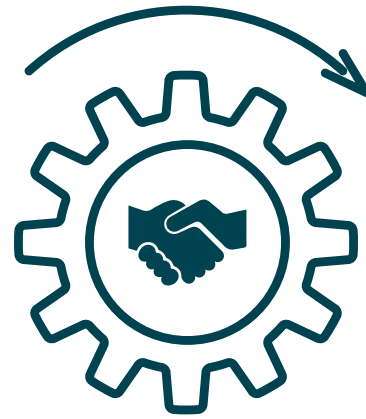
MBE/WBE & WORKFORCE GOALS



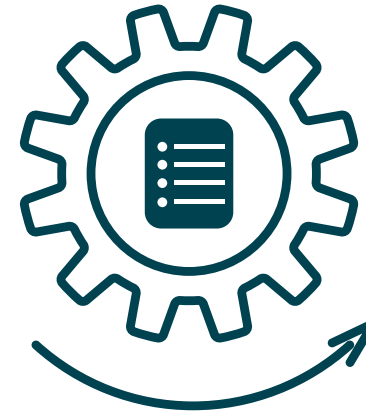
PRE-PROJECT
OUTREACH PROGRAM



TRADE ANALYSIS



OUTREACH &
ADVERTISING



JOBSITE
APPLICATIONS



EVALUATION & BID
COMPARISON



TRACKING

RECENT BRJP RESULTS

KIPP ACADEMY, BOSTON ELEMENTARY/MIDDLE SCHOOL

28.5%
RESIDENT
PARTICIPATION
ACHIEVED

4.6%
FEMALE
ACHIEVED

MBE/WBE

10.4% GOAL
30.36% ACHIEVED

BROOKE CHARTER SCHOOLS, BROOKE CHARTER HIGH SCHOOL

25.4%
RESIDENT
PARTICIPATION
ACHIEVED

28.5%
PEOPLE OF COLOR
ACHIEVED

MBE/WBE

10.4% GOAL
14.8% ACHIEVED

UNIVERSITY OF MASSACHUSETTS BOSTON, RENOVATION OF EXISTING ACADEMIC BUILDINGS

PEOPLE OF COLOR

37%
RESIDENT
PARTICIPATION
ACHIEVED

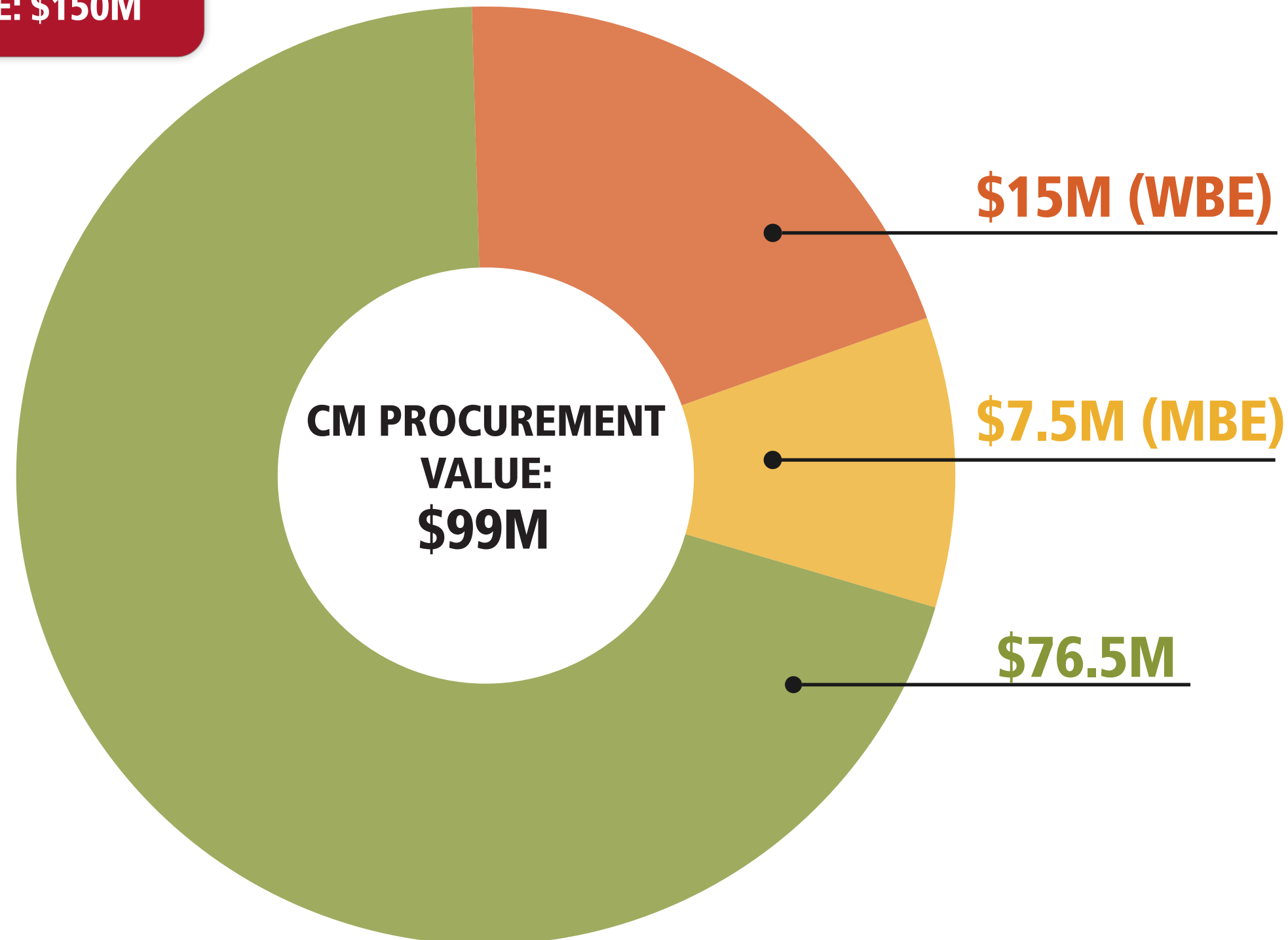
25% GOAL
46% ACHIEVED

MBE/WBE

10% GOAL
17.2% ACHIEVED

MBE/WBE & WORKFORCE GOALS

**TOTAL PROJECT
VALUE: \$150M**




M/WBE PARTICIPATION

- › Concrete-Rebar
- › Structural Steel
- › Doors/Frames/Hardware
- › Gypsum Wallboard
- › Specialties
- › Sitework
- › Demolition & Abatement
- › Landscaping
- › Site Dumpsters
- › Job Trailers
- › Final Clean

SUPPORTING THE TOWN VOTE

PROVIDE SUPPORTING DATA

- › Historical cost data – cost certainty
- › Energy savings & performance
- › Existing conditions versus new school
- › Schedule & financial impact of failed vote

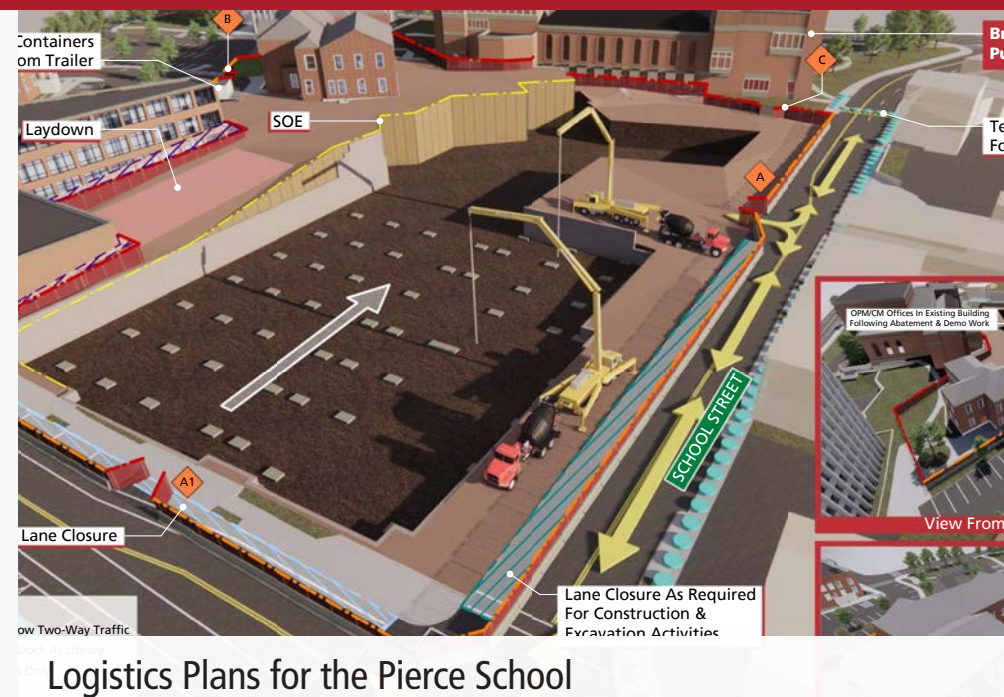


Cost/SF Comparisons
New Construction - Elementary Schools
4/4/21

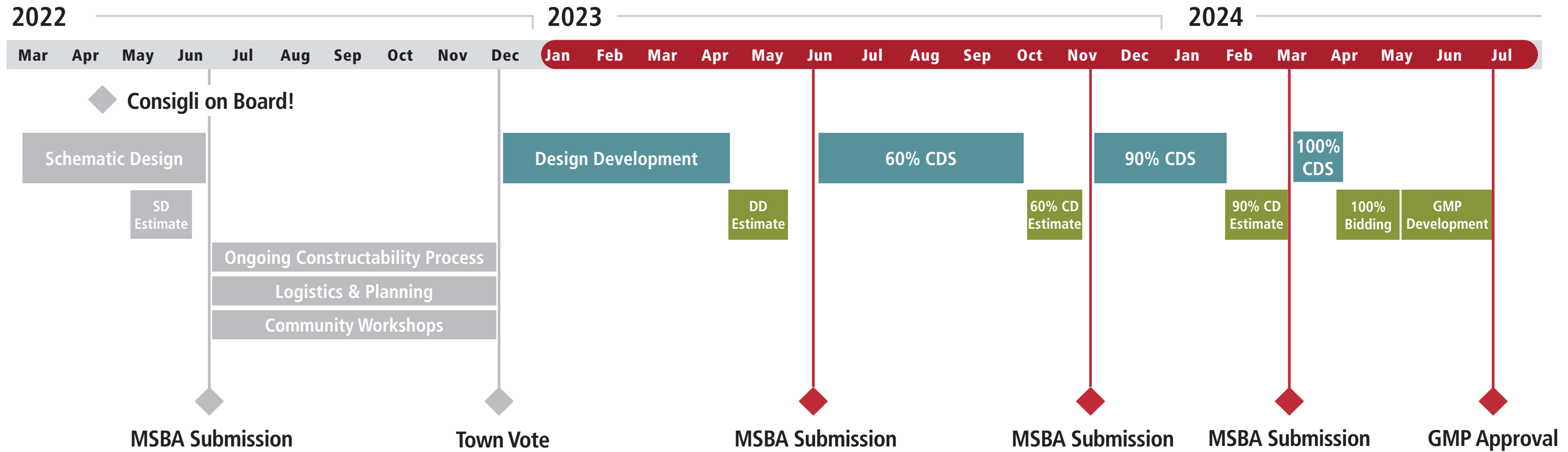
Trade Description	Acton Boxborough	Tewksbury Elementary	Lincoln School Revitalization	Avery Elementary School	Ashburnham Briggs Elementary	Avg. SF & Avg Cost/SF
	174,759 SF	150,857 SF	165,175 SF	62,805 SF	86,078 SF	127,935 SF
	Acton Boxborough	Tewksbury Elementary	Lincoln School Revitalization	Avery Elementary School	Ashburnham Briggs Elementary	Avg. SF x Avg. Cost/SF
Direct Costs						
Total Direct Costs	75,908,319	69,118,152	68,427,047	21,456,072	27,404,653	50,324,433
Subtotal	75,908,319	69,118,152	68,427,047	21,456,072	27,404,653	50,324,433
Indirect Costs						
Combined Indirect Costs	15,491,917	8,771,939	12,248,659	3,263,225	4,710,489	8,393,891
Total Project Cost	91,400,236	77,890,091	80,675,706	24,719,297	32,115,142	58,718,324
Total Project Cost per	\$523.01 /SF	\$516.32 /SF	\$488.43 /SF	\$393.59 /SF	\$373.09 /SF	\$458.97 /SF
07-81 FIREPROOFING	3.17 /sf	1.73 /sf	0.00 /sf	0.64 /sf	0.00 /sf	1.11 /sf
07-84 FIRESTOPPING	1.63 /sf	1.68 /sf	0.00 /sf	0.00 /sf	0.00 /sf	0.66 /sf
07-95 EXPANSION JOINT ASSEMBLIES	0.00 /sf	0.00 /sf	0.25 /sf	0.00 /sf	0.00 /sf	0.05 /sf
08-01 DOORS, FRAMES & HARDWARE	5.04 /sf	6.47 /sf	3.75 /sf	4.47 /sf	4.55 /sf	4.86 /sf
08-36 OVERHEAD DOORS/LOADING DOCK EQUIP	0.30 /sf	0.26 /sf	0.46 /sf	0.00 /sf	0.23 /sf	0.25 /sf
08-41 ALUMINUM GLASS & GLAZING	0.8 /sf	5.96 /sf	0.55 /sf	0.00 /sf	0.00 /sf	1.46 /sf
08-51 METAL WINDOWS	11.32 /sf	12.91 /sf	16.38 /sf	16.37 /sf	8.36 /sf	13.07 /sf

COMMUNITY OUTREACH

- › Team presentations at community forums
- › Logistics animation
- › Target marketing to community groups
- › Outreach to local subcontractors & suppliers



PRE-CONSTRUCTION APPROACH: POST SCHEMATIC DESIGN PLAN



KEY ELEMENTS OF PRE-CONSTRUCTION



BUDGET



MARKET CONDITIONS



DIVERSITY, EQUITY & INCLUSION



TOWN APPROVAL



SUSTAINABILITY GOALS

CONSTRUCTABILITY REVIEWS - REVIZTO

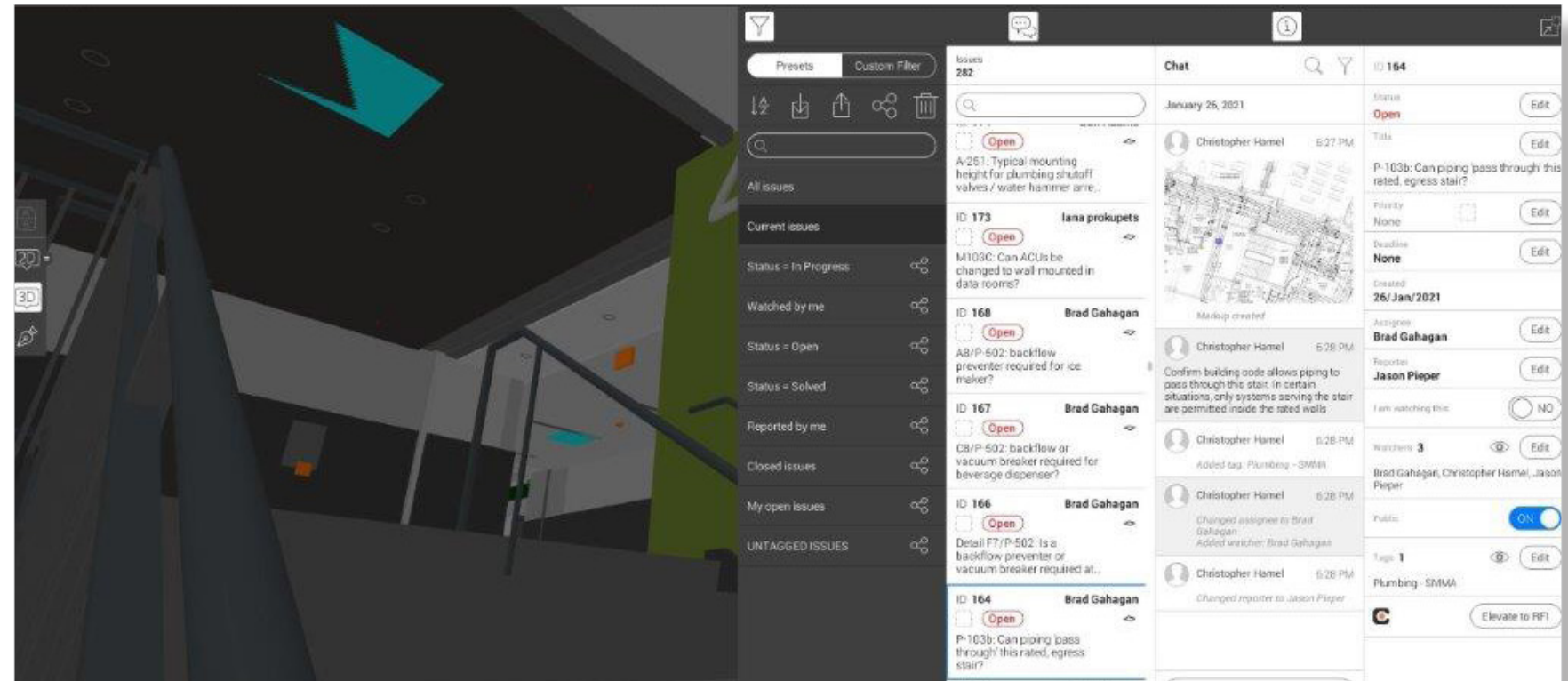


90% CD Constructability Review

Jun 07, 2021



2366 - Waltham High School



2366 - Waltham High School 90% CD Constructability Review

2



ID 8

None

In progress

Title
M-101a: Complete Duct and MP distribution (typical note)

Assignee
Iana prokupets

Reporter
Ed Dubois

Project
2366 - Waltham High School

Created
Sep/23/2020

Deadline
Not set

[Open in Revizto](#)

Date and Time

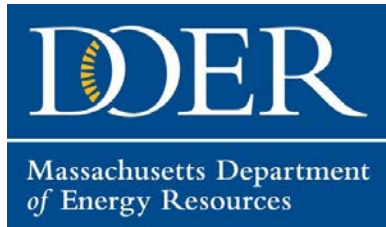
Sep/23/2020
6:02 PM GMT

Commented by Ed Dubois

Complete ductwork layout/Mechanical piping layouts (typical note/all areas), and include in 3D plans/layout with respect to Structure/coordinate with each other/other MEP trades. 3D and 2D plans are not all consistent/complete yet and are not elevated correctly yet (still design in process/early)

SUSTAINABILITY

LEADERS



**PROPOSED
NET ZERO STRETCH
CODE**



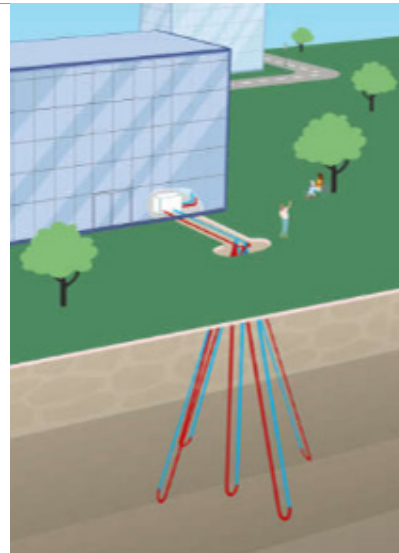
EXPERTS

- 10 Net Zero projects
- 25 Geothermal projects
- 550 Wells installed
- 400+ Wells currently in implementation
- 9 Passive House projects
- 12 LEED Platinum projects
- 30+ All electric projects
- 140+ LEED projects

POTENTIAL GEOTHERMAL WELL LOCATIONS



INNOVATORS



GEOTHERMAL WELL INSTALLATION Acton-Boxborough Regional School District



LONG-TERM MAINTENANCE & ENERGY OPTIMIZATION



5-YEAR
COMMITMENT WITH
QUARTERLY AUDITS



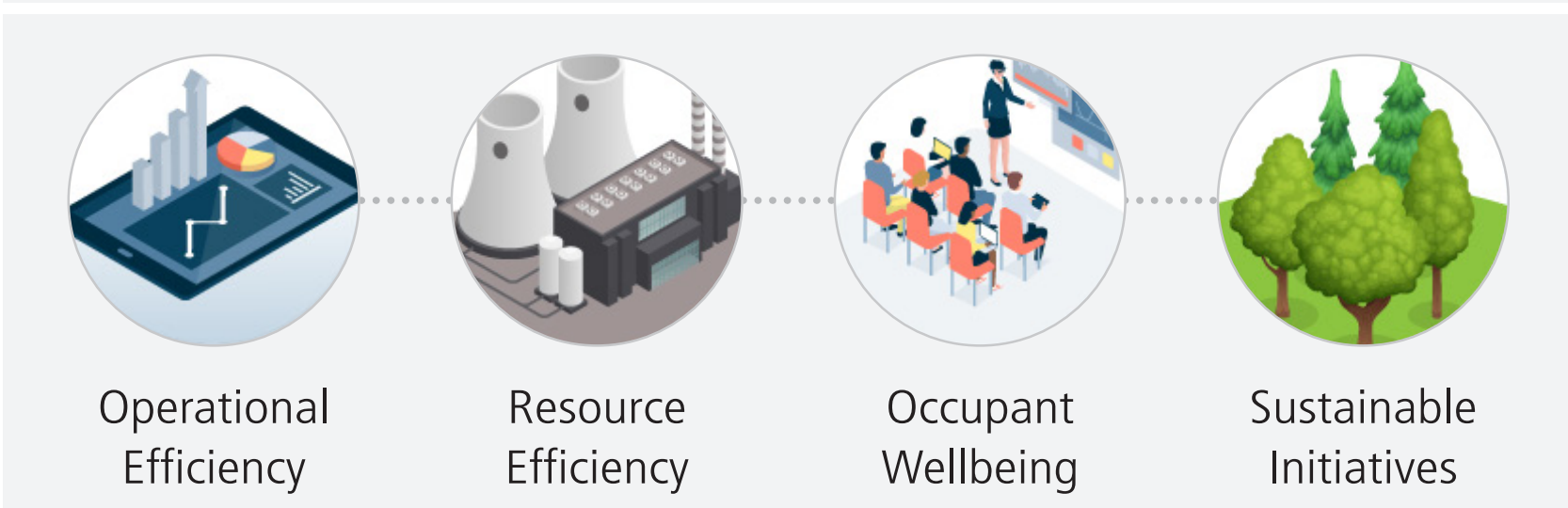
CHALLENGES

-  New Equipment Maintenance
-  Budgets & Resources
-  Creep in Energy Use


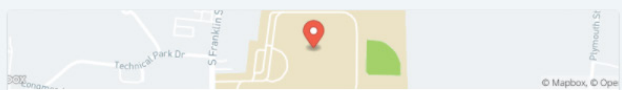
FEATURES

- › Focus on maintenance & operations costs early in design
- › Selection of easy-to-use & maintain systems
- › Support from pre-construction through post construction

BENEFITS



Holbrook Pre K-12 School

Holbrook School	
Address	245 S Franklin St 02343
Building groups	Holbrook School
Area	217353 ft ²
Year built	2017

Holbrook School Electric / Jun 1, 2018-May 31, 2019

Jun 1, 2018-Apr 30, 2019: 1.46m kWh
Jun 1, 2017-Apr 30, 2018: 1.04m kWh
Difference: +41.03%

Holbrook School Natural Gas / Jun 1, 2018-May 30, 2019

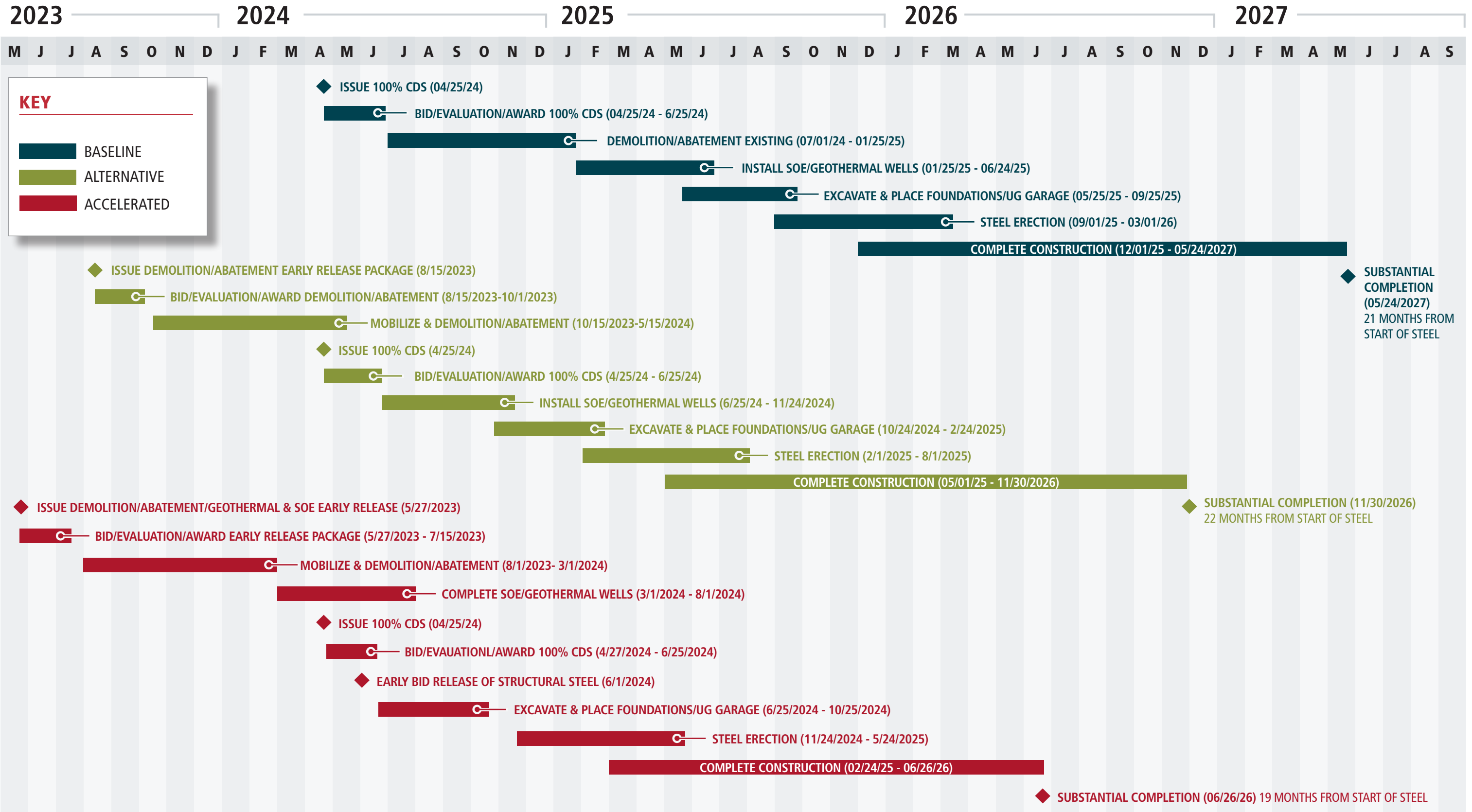
Total: 48,778 thm
Min: 144 thm (Aug)
Max: 10,526 thm (Feb)



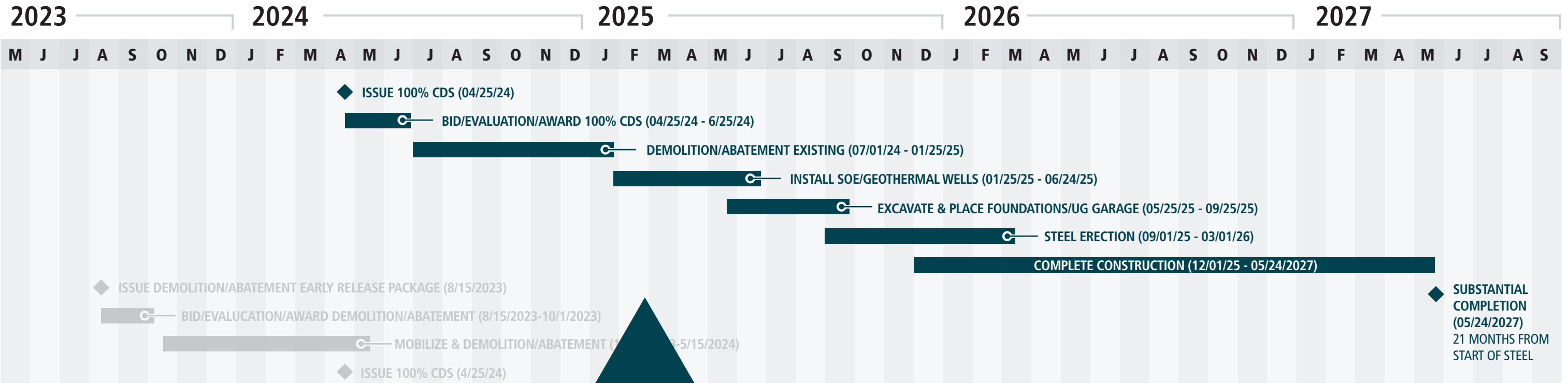
OPERATIONAL SAVINGS

2% - 6%
ANNUALLY

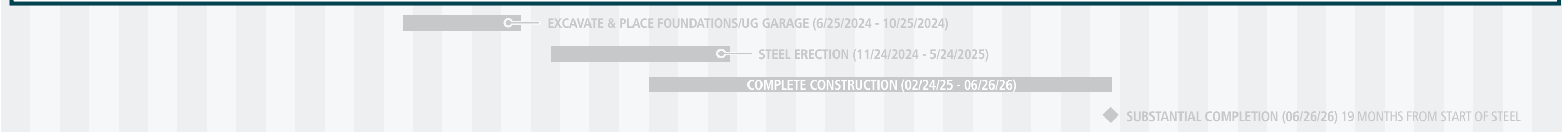
SCHEDULE COMPARISON



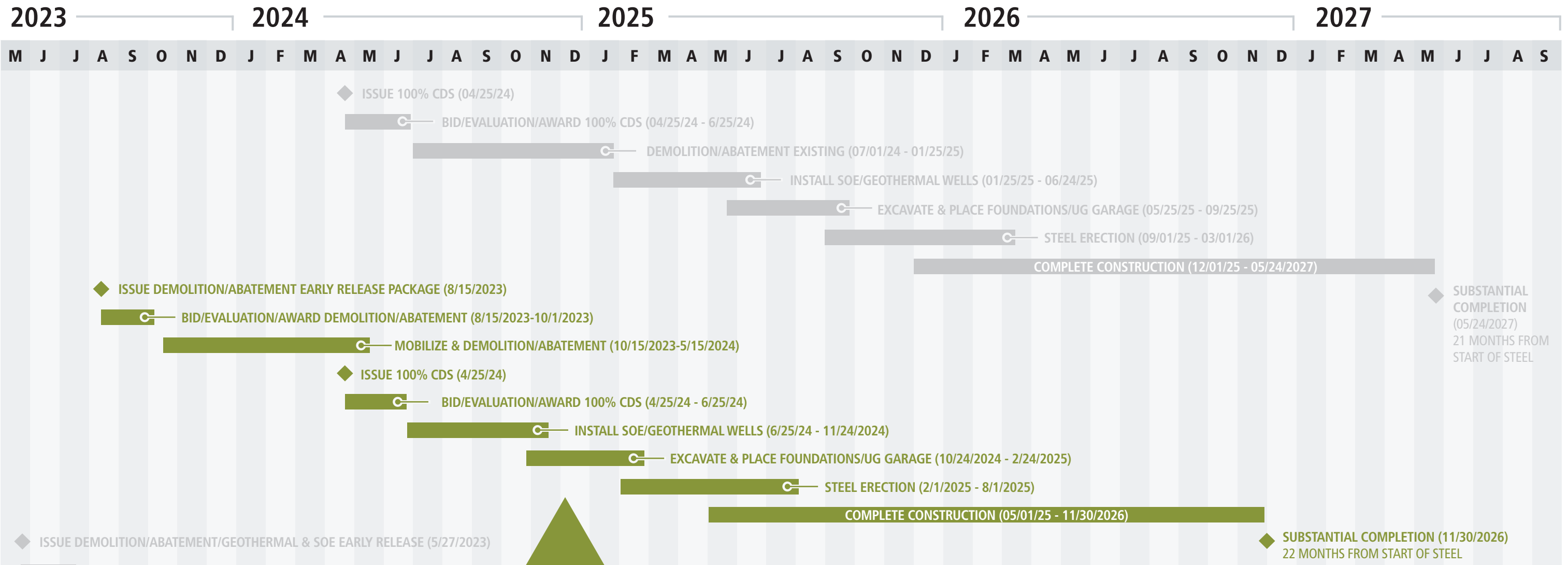
SCHEDULE COMPARISON



	SUBSTANTIAL COMPLETION	CONSTRUCTION DURATION	ADVANTAGES	DISADVANTAGES	COSTS	RISK
BASELINE	05/24/27	35 months	<ul style="list-style-type: none"> - Single GMP release - Extended design schedule 	<ul style="list-style-type: none"> - Increased escalation costs - Less exploratory prior to 100% CDs 	\$\$\$	⚠️ ⚠️

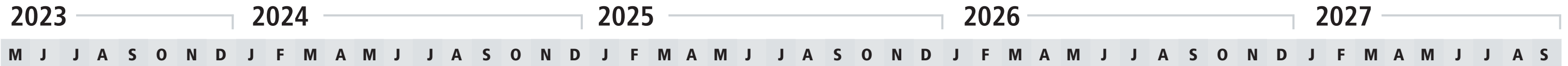


SCHEDULE COMPARISON



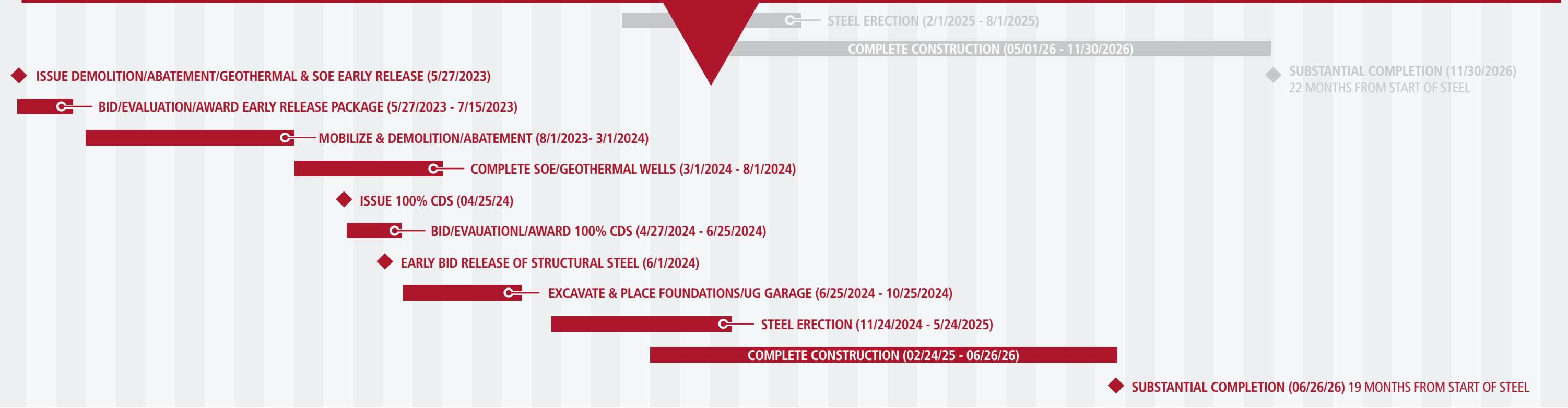
	SUBSTANTIAL COMPLETION	CONSTRUCTION DURATION	ADVANTAGES	DISADVANTAGES	COSTS	RISK
ALTERNATIVE	11/30/2026	36 months	<ul style="list-style-type: none"> - Earlier start = less escalation - Increased owner move-in duration - Demo completed prior to GMP 	<ul style="list-style-type: none"> - Mid school year turnover - Requires early release package 	\$	⚠

SCHEDULE COMPARISON



◆ ISSUE 100% CDS (04/25/24)

	SUBSTANTIAL COMPLETION	CONSTRUCTION DURATION	ADVANTAGES	DISADVANTAGES	COSTS	RISK
ACCELERATED	06/26/26	35 months	<ul style="list-style-type: none"> - School opens for Fall 2026 - Least escalation 	<ul style="list-style-type: none"> - Requires additional scope in early release package - Early release package required two months sooner - No float on design, construction or owner activities - Potential added costs due to constrained construction duration 	\$\$	⚠️⚠️⚠️



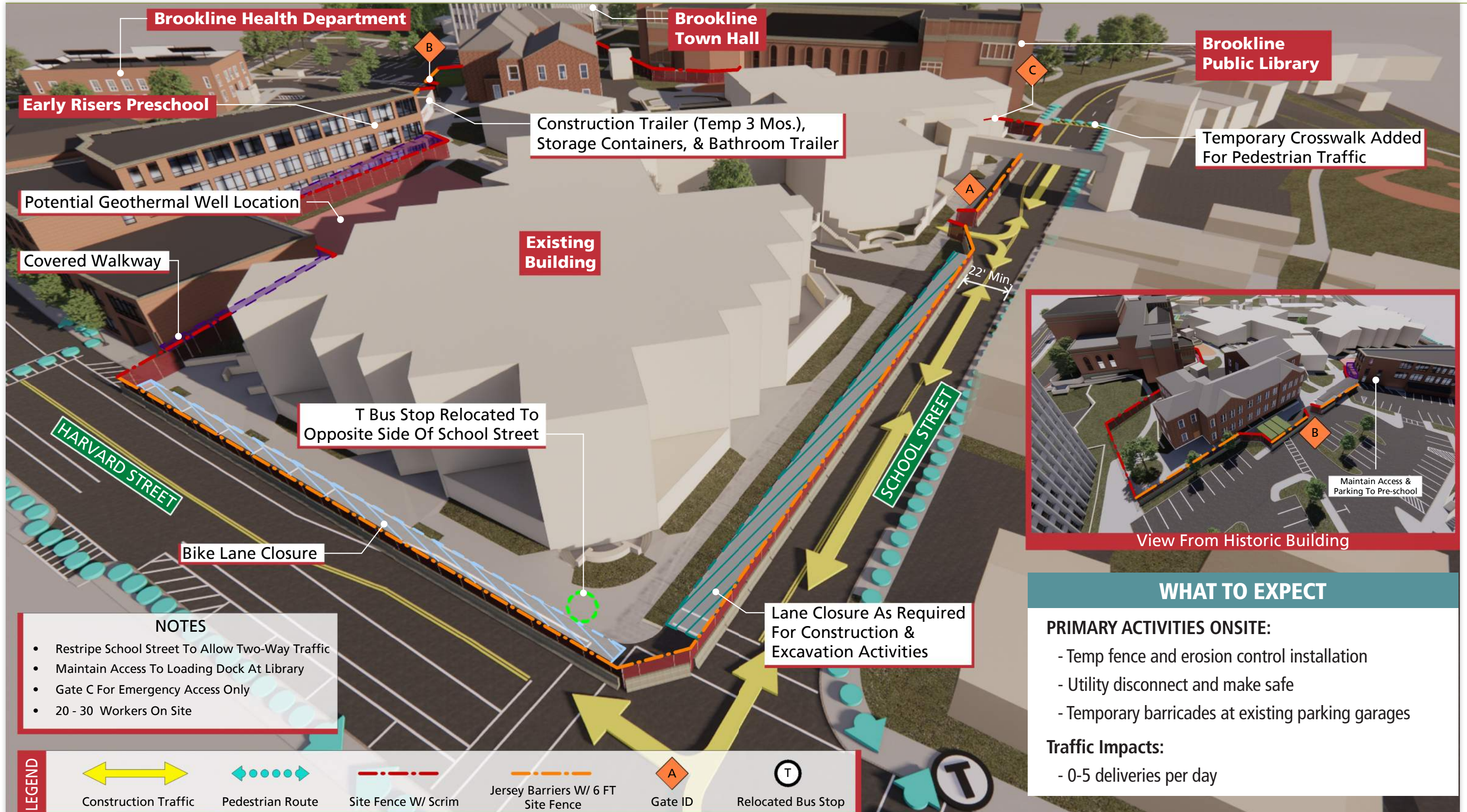
◆ SUBSTANTIAL COMPLETION (11/30/2026)
22 MONTHS FROM START OF STEEL

◆ SUBSTANTIAL COMPLETION (06/26/26) 19 MONTHS FROM START OF STEEL

SCHEDULE COMPARISON MATRIX

	SUBSTANTIAL COMPLETION	CONSTRUCTION DURATION	ADVANTAGES	DISADVANTAGES	COSTS	RISK
BASELINE	05/24/27	35 months	<ul style="list-style-type: none"> - Single GMP release - Extended design schedule 	<ul style="list-style-type: none"> - Increased escalation costs - Less exploratory prior to 100% CDs 	\$\$\$	⚠️ ⚠️
ALTERNATIVE	11/30/2026	36 months	<ul style="list-style-type: none"> - Earlier start = less escalation - Increased owner move-in duration - Demo completed prior to GMP 	<ul style="list-style-type: none"> - Mid school year turnover - Requires early release package 	\$	⚠️
ACCELERATED	06/26/26	35 months	<ul style="list-style-type: none"> - School opens for Fall 2026 - Least escalation 	<ul style="list-style-type: none"> - Requires additional scope in early release package - Early release package required two months sooner - No float on design, construction or owner activities - Potential added costs due to constrained construction duration 	\$\$	⚠️ ⚠️ ⚠️

MOBILIZATION & ENABLING



WHAT TO EXPECT

PRIMARY ACTIVITIES ONSITE:

- Temp fence and erosion control installation
- Utility disconnect and make safe
- Temporary barricades at existing parking garages

Traffic Impacts:

- 0-5 deliveries per day

DEMOLITION & ABATEMENT



- NOTES**
- Restripe School Street To Allow Two-Way Traffic
 - Maintain Access To Loading Dock At Library
 - Gate C For Emergency Access Only
 - 30 - 50 Workers On Site



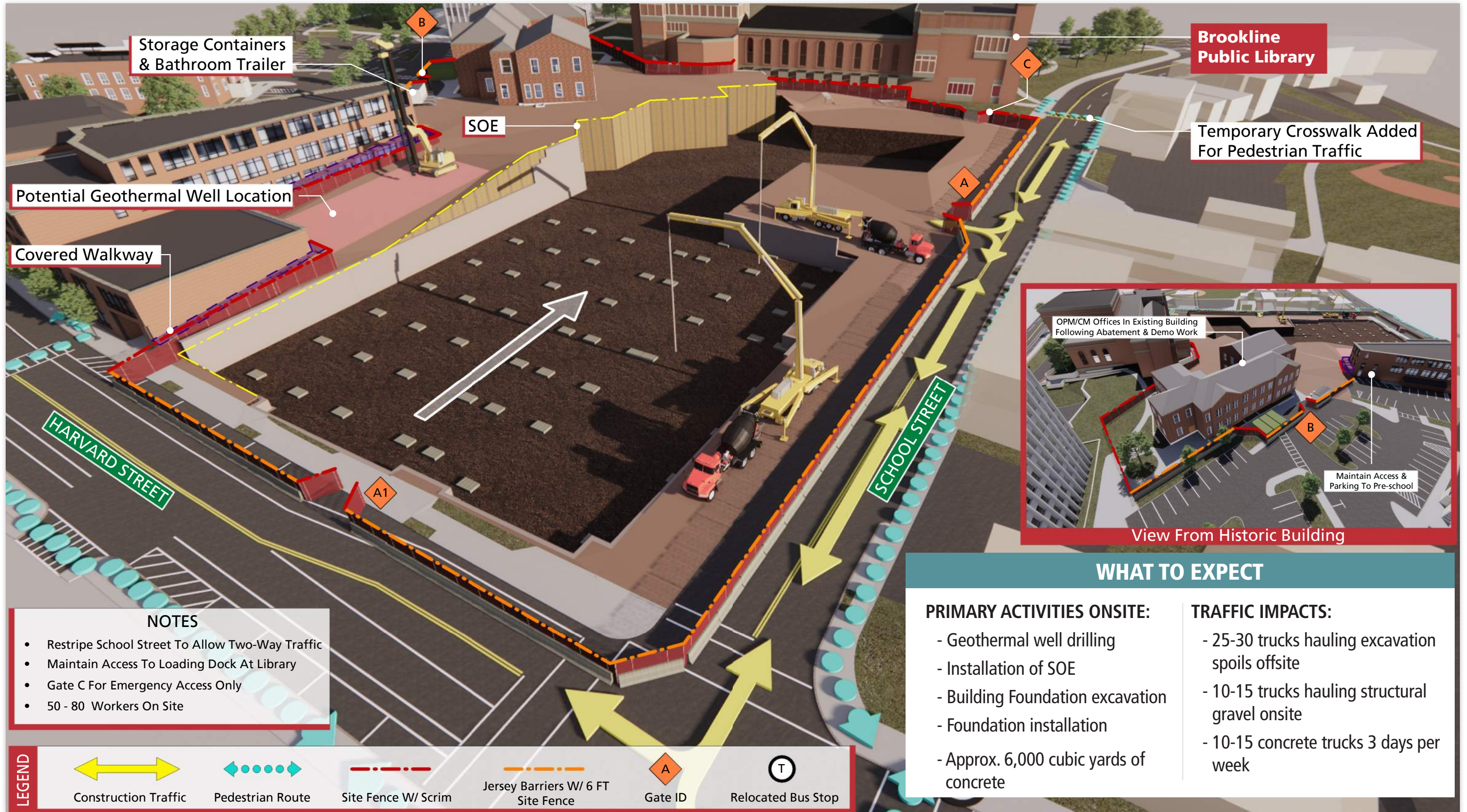
WHAT TO EXPECT

- PRIMARY ACTIVITIES ONSITE:**
- Abatement selective demolition of existing 1855 building
 - Abatement of existing school building
 - Full building demolition of existing School
- TRAFFIC IMPACTS:**
- 10-20 loads of demolition debris exiting the site
 - Minimal deliveries arriving onsite

LEGEND

- Construction Traffic (Yellow double-headed arrow)
- Pedestrian Route (Blue dashed line with dots)
- Site Fence W/ Scrim (Red dashed line)
- Jersey Barriers W/ 6 FT Site Fence (Orange dashed line)
- Gate ID (Orange diamond with letter)
- Relocated Bus Stop (Black circle with T)

SUPPORT OF EXCAVATION & FOUNDATIONS



Storage Containers & Bathroom Trailer

Potential Geothermal Well Location

Covered Walkway

HARVARD STREET

SOE

Brookline Public Library

Temporary Crosswalk Added For Pedestrian Traffic



OPM/CM Offices In Existing Building Following Abatement & Demo Work

Maintain Access & Parking To Pre-school

View From Historic Building

SCHOOL STREET

WHAT TO EXPECT

PRIMARY ACTIVITIES ONSITE:

- Geothermal well drilling
- Installation of SOE
- Building Foundation excavation
- Foundation installation
- Approx. 6,000 cubic yards of concrete

TRAFFIC IMPACTS:

- 25-30 trucks hauling excavation spoils offsite
- 10-15 trucks hauling structural gravel onsite
- 10-15 concrete trucks 3 days per week

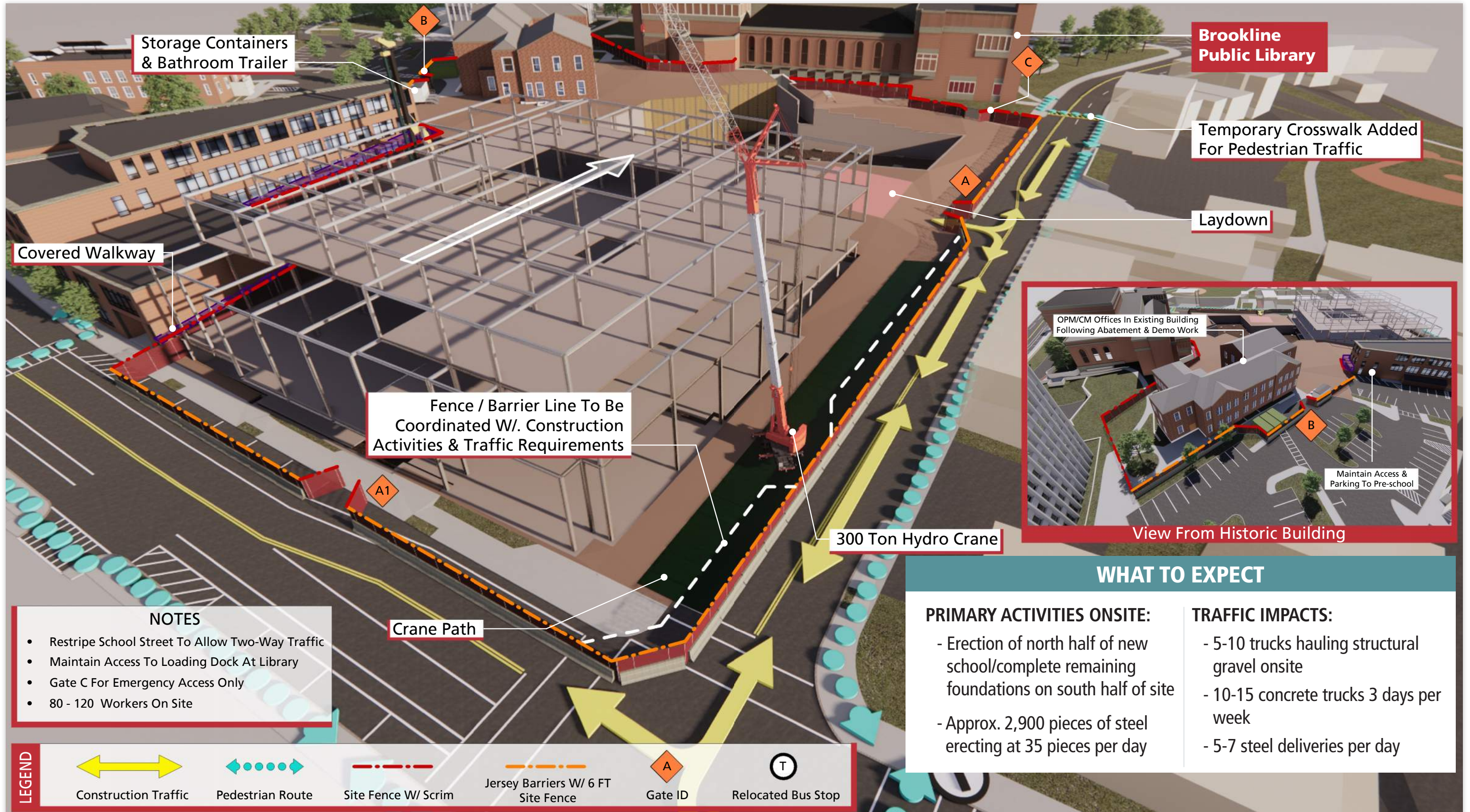
NOTES

- Restripe School Street To Allow Two-Way Traffic
- Maintain Access To Loading Dock At Library
- Gate C For Emergency Access Only
- 50 - 80 Workers On Site

LEGEND

- Construction Traffic (Yellow double arrow)
- Pedestrian Route (Blue dashed line)
- Site Fence W/ Scrim (Red dashed line)
- Jersey Barriers W/ 6 FT Site Fence (Orange dashed line)
- Gate ID (Orange diamond with letter)
- Relocated Bus Stop (Circle with T)

STRUCTURE



WHAT TO EXPECT

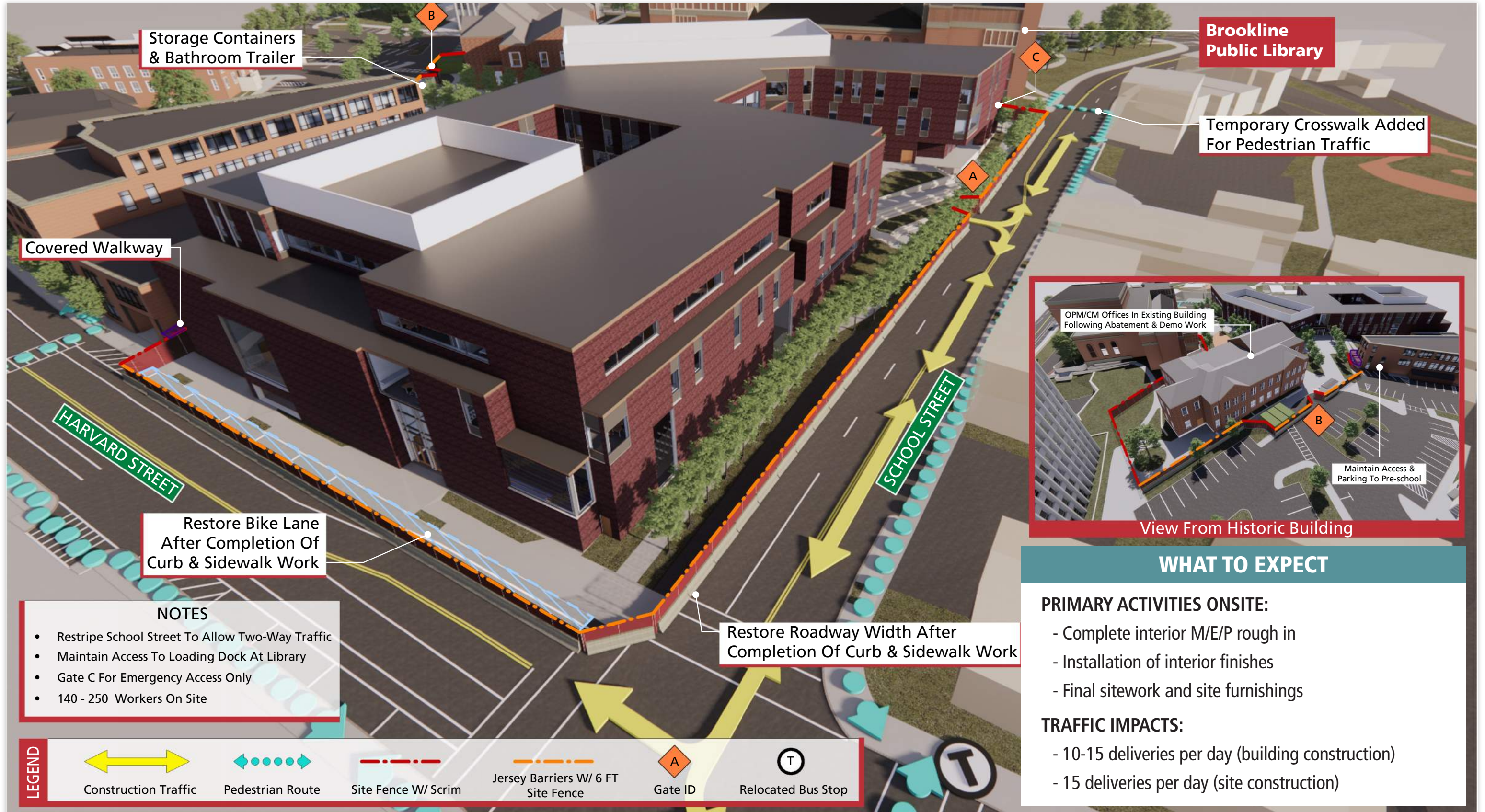
PRIMARY ACTIVITIES ONSITE:

- Erection of north half of new school/complete remaining foundations on south half of site
- Approx. 2,900 pieces of steel erecting at 35 pieces per day

TRAFFIC IMPACTS:

- 5-10 trucks hauling structural gravel onsite
- 10-15 concrete trucks 3 days per week
- 5-7 steel deliveries per day

SITework & FINISHES



WHAT TO EXPECT

PRIMARY ACTIVITIES ONSITE:

- Complete interior M/E/P rough in
- Installation of interior finishes
- Final sitework and site furnishings

TRAFFIC IMPACTS:

- 10-15 deliveries per day (building construction)
- 15 deliveries per day (site construction)

ENGAGING YOUR COMMUNITY & STUDENTS

PROJECT WEBSITE & LIVE WEBCAM

Activities this week!

Curious what's happening on site? Check out the photos below for an up-to-date look at your school!



View of "Building C" in progress

MILESTONE CELEBRATIONS



PRINCIPAL NEWMAN HELPING WITH EXISTING SCHOOL DEMOLITION



What are you wondering about our new school?

Q: Will there be a big hill for sledding? Can we keep the big mountains of dirt?

A: We can't leave the dirt but there will be plenty of space to play!

COLORING CONTEST



LIVING CLASSROOMS



WHY CONSIGLI?



THE RIGHT FIT FOR THE TOWN OF BROOKLINE >

1

Massachusetts'
K-12 Specialist.

2

A Cohesive Team
for Seamless
Integration.

3

Cost & Schedule
Certainty in a
Volatile Market.

THINK GREAT

SUPPLEMENTAL INFORMATION



CONSIGLI

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RELEVANT EXPERIENCE

MULTI-FACETED PHASING



Town of Winchester
Winchester High School Renovation & Expansion

LEFTFIELD



City of Waltham
Waltham High School

OCCUPIED PROJECT SITE



Town of Holbrook
Holbrook Pre K-12 School

DEMOLITION OF EXISTING SCHOOL



City of Framingham
Fuller Middle School

HISTORIC SCHOOL RENOVATION



Lincoln School Building Committee
Revitalization of The Lincoln School

HISTORIC SCHOOL RENOVATION



City of Lawrence
Lawrence Oliver Elementary School

EXHIBIT GC: PRICE PROPOSAL FORMS B, C, D



TOWN OF BROOKLINE JOHN R. PIERCE SCHOOL



CONSIGLI
Est. 1905

PRICE PROPOSAL FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES

TOWN OF BROOKLINE

John R. Pierce School Project

SUBMITTED BY:

Consigli Construction Co., Inc.
Jody Staruk, LEED AP, Project Executive
(508) 922-0822 | jstaruk@consigli.com

April 1, 2022



April 1, 2022

Ms. Jen Carlson, Project Manager
LeftField, LLC
101 Federal Street
Boston, MA 02110

Dear Ms. Carlson and Members of the John R. Pierce School Selection Committee:

Enclosed please find Consigli Construction Co., Inc.'s (Consigli) Fee Proposal for the John R. Pierce School Project.

Consigli has reviewed the contract documents and feels we will be able to easily work together to finalize a mutually agreeable contract. The only clarifications/adjustments we would like to discuss are as follows:

- Consigli has compiled our fee proposal based on the included stipulated labor rates for General Conditions/Requirements and any applicable changes.
- Consigli would like to utilize Subcontract Default Insurance in lieu of subcontractor bonds for non-filed sub trades.
- Consigli would like to utilize our own form of subcontract for the non-filed sub trades.
- Article XV Section 1 of the General Conditions of the Contract, we would like to delete "in whole" from the 2nd line of the 2nd paragraph.

Although we feel our cost for Builder's Risk is competitive, there were a number of questions surrounding the renovation work of the garage and historic building that we were not able to answer at this time. We are confident between Consigli and our insurance broker that we can work through these items to obtain the best coverage and associated pricing possible. We are also open to any discussions on the costs presented to ensure that our approach aligns with the overall project goals. As I'm sure the committee knows, under Chapter 149A guidelines General Conditions are negotiable; only our proposed CM fee is fixed.

Thank you for your consideration of Consigli and we look forward to introducing our team and explaining our approach to the John R. Pierce School team at our interview on April 8th.

Best Regards,
Consigli Construction Co., Inc.

Jody Staruk
Project Executive
(508) 922-0822
jstaruk@consigli.com

Note: This proposal was updated on April 29, 2022 to reflect an SD Preconstruction Phase duration of 3.5 months per the original monthly rate per the request of LeftField, LLC.

FORM B (for Baseline Project Schedule)
CONSTRUCTION MANAGER SERVICES FEE PROPOSAL FORM
John R. Pierce School, Brookline, MA

A. SCHEMATIC DESIGN PHASE (*From Form C.1*):

Schematic Design Services Fee: \$16,400 per month for 3.5 months

Anticipated Total Schematic Design Services Cost of: \$ 57,400 (Line 1)

B. PRE-CONSTRUCTION PHASE (*From Form C.2*):

Pre-Construction Services Fee: \$14,953 per month for 17 months

Anticipated Total Pre-Construction Services Cost of: \$ 254,200 (Line 2)


C. CONSTRUCTION PHASE (*From Form D*):

Fee / Profit \$ 3,010,000 (Line 3)
(Insert Total Amount)

General Conditions (estimated) \$ 12,682,178 (Line 4)
(Provide Schedule of Values)

TOTAL COST OF CONSTRUCTION MANAGEMENT \$ 16,003,778 (Total of lines 1-4)

Firm Name: Consigli Construction Co., Inc.

By: 
(Signature of Authorized Representative)

Name of Signatory: Jody Staruk
(type/print)

Title: Project Executive

Date: 4/29/22

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

D. SCHEMATIC DESIGN PHASE (From Form C.1):

Schematic Design Services Fee: \$16,400 per month for 3.5 months

Anticipated Total Schematic Design Services Cost of: \$ 57,400 (Line 1)

E. PRE-CONSTRUCTION PHASE (From Form C.2):

Pre-Construction Services Fee: \$14,953 per month for 17 months

Anticipated Total Pre-Construction Services Cost of: \$ 254,200 (Line 2)


F. CONSTRUCTION PHASE (From Form D):

Fee / Profit \$ 3,010,000 (Line 3)
(Insert Total Amount)

General Conditions (estimated) \$ 12,338,228 (Line 4)
(Provide Schedule of Values)

TOTAL COST OF CONSTRUCTION MANAGEMENT \$ 15,659,828 (Total of lines 1-4)

Firm Name: Consigli Construction Co., Inc.

By: 
(Signature of Authorized Representative)

Name of Signatory: Jody Staruk
(type/print)

Title: Project Executive

Date: 4/29/22

FORM C.1
SCHEDULE OF CONSTRUCTION MANAGEMENT COSTS
SCHEMATIC DESIGN PHASE

	Hourly Rate	Hours per Month	Monthly Total
List of Staff with Titles			
Project Executive – Jody Staruk	\$235	19.33	\$4,543.33
Preconstruction Manager – Scot Woodin	\$145	19.33	\$2,803.33
Senior Project Manager – Chandler Rudert	\$180	4.00	\$720.00
Senior Superintendent – Kyle Raposo	\$170	2.67	\$453.33
Senior Estimator – Tim Ericson	\$170	8.00	\$1,360.00
Asst. Estimator – TBD	\$115	16.00	\$1,840.00
Sitework Estimator – Justin White	\$150	4.00	\$600.00
MEP Estimators – Various	\$150	12.00	\$1,800.00
Senior Purchaser – Jennifer Savoie	\$160	0.00	\$0.00
Senior VDC Manager – Alicia Martino	\$160	1.33	\$213.33
Senior MEP Manager – Chris Hamel	\$160	8.00	\$1,280.00
Scheduling Manager – Britney Hocking	\$145	1.33	\$193.33
Compliance Officer – Kacey-Ann Satchell	\$155	1.33	\$206.67
Sustainability Manager – Steven Burke	\$145	2.67	\$386.67
		Total Staff Cost/Month	\$16,400

List of Schematic Design Consultant Costs			
		Total Costs/Month	\$0

List of “other” Schematic Design Costs			
		Total Costs/Month	\$0

TOTAL SCHEMATIC DESIGN COSTS PER MONTH			\$16,400
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FORM C.2
SCHEDULE OF CONSTRUCTION MANAGEMENT COSTS
PRE-CONSTRUCTION PHASE

	Hourly Rate	Hours per Month	Monthly Total
List of Staff with Titles			
Project Executive – Jody Staruk	\$235	8.00	\$1,880.00
Preconstruction Manager – Scot Woodin	\$145	18.12	\$2,627.06
Senior Project Manager – Chandler Rudert	\$180	3.29	\$592.94
Senior Superintendent – Kyle Raposo	\$170	2.35	\$400.00
Senior Estimator – Tim Ericson	\$170	10.35	\$1,760.00
Asst. Estimator – TBD	\$115	29.41	\$3,382.35
Sitework Estimator – Justin White	\$150	2.59	\$388.24
MEP Estimators – Various	\$150	14.82	\$2,223.53
Senior Purchaser – Jennifer Savoie	\$160	2.82	\$451.76
Senior VDC Manager – Alicia Martino	\$160	0.94	\$150.59
Senior MEP Manager – Chris Hamel	\$160	4.24	\$677.65
Scheduling Manager – Brittany Hocking	\$145	0.94	\$136.47
Compliance Officer – Kacey-Ann Satchell	\$155	0.94	\$145.88
Sustainability Manager – Steven Burke	\$145	0.94	\$136.47
		Total Staff Cost/Month	\$14,952.94

List of Pre-Construction Consultant Costs			
		Total Costs/Month	\$0

List of “other” Pre-Construction Costs			
		Total Costs/Month	\$0

TOTAL PRE-CONSTRUCTION COSTS PER MONTH			\$14,952.94
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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				
Project Executive – Jody Staruk	43	16%	\$44,200	\$305,388
Senior Project Manager – Chandler Rudert	41	80%	\$34,667	\$1,141,920
Assistant Project Manager – Ryan O’Neil	35	99%	\$22,533	\$780,000
Project Engineer – Jon Seibel	35	99%	\$19,500	\$675,000
Project Engineer – Brandon Jenkins	33	99%	\$19,500	\$639,000
Senior MEP Manager – Chris Hamel	43	22%	\$30,333	\$290,780
Schedule Manager – Brittany Hocking	41	12%	\$27,733	\$141,056
Sustainability Manager – Steven Burke	43	8.5%	\$27,733	\$100,736
Subtotal A: PM Staff				\$4,073,880

	Duration in Months	% Allocated Time	Monthly Rate	Schedule of Values
B. List of Staff Field Staff with Titles				
General Superintendent – Michael Caputo	35	10%	\$44,200	\$148,920
Senior Superintendent – Kyle Raposo	41	83%	\$32,933	\$1,114,616
Assistant Superintendents – Ali Atherton & Joe Dawson	35	193%	\$21,667	\$1,460,000
Safety Officer – Eddy Pellerin	33	10%	\$30,333	\$99,400
Subtotal B: Field Staff				\$2,822,936

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				
Senior Purchasing Manager – Jennifer Savoie	3	85%	\$30,333	\$77,000
Senior VDC Manager – Alicia Martino	41	8%	\$30,333	\$104,580
Quality Control Manager – Ken Amano	33	5%	\$26,000	\$42,600
Compliance Officer – Kacey-Ann Satchell	33	10%	\$29,467	\$96,560
IT Technician – TBD	33	5%	\$20,800	\$34,080
Project Administrator – TBD	35	10%	\$19,933	\$67,160
Project Accountant - TBD	35	10%	\$20,800	\$70,080
Subtotal C: Clerical Staff				\$492,060

	Rate/\$1,000	Project Estimate	Schedule of Values
D. Insurance Costs and CM Bond Costs (Please itemize)			
Performance & Payment Bond	5.77	\$150,500,000	\$868,385
Builder’s Risk Insurance	3.32	\$150,500,000	\$500,000
General Liability Insurance	12	\$150,500,000	\$1,806,000
Subtotal D: Insurance Costs			\$3,174,385

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

E. Additional General Conditions Categories Schedule of Values	Schedule of Values
Construction Manager Field Office Trailers	\$133,930
CM Telephone, Fax and Site Communications	Inc Below
CM Field Office Supplies, Equipment & Furniture	\$48,023
Owners Field Office Trailers	\$33,930
Owners Telephone, Fax and Site Communications	Inc Below
Owners Field Office Supplies, Equipment & Furniture	\$24,767
Cleaning of CM and Owners Field Office Trailers	Inc Below
Postage, Shipping and Courier Services	\$6,605
Reprographics	\$6,605
Management of Plans & Specifications	Inc. in Staffing
Computer IT Time/Software (field office)	\$99,994
Project Vehicles/Maintenance	Inc. in Staffing
Travel Expenses	Inc. in Staffing
Rental Costs of Machinery and Equipment	\$158,512
Storage Trailers and Containers	\$8,256
Job Site Safety & Protection	\$39,767
Safety Manager & Labor	Inc. in Staffing
Safety Materials	\$63,841
Project and Site Traffic Signage	\$31,450
Debris Removal and Dumpsters	\$284,000
Rodent and Pest Control	\$15,000
Building Layout Control and Engineering	\$25,000
Record Drawings	Inc. in Staffing
Project Photos	Inc. in Staffing
Interim Air Quality Management & Readings	Cost of Work per Addendum 1
Interim and Final Cleaning for Site and Building	\$1,059,981
LEED Supervision and Assistance	Inc. in Staffing
Contaminated Soil Removal Supervision of Work	Inc. in Staffing
ACM & Hazardous Material Abatement Supervision	Inc. in Staffing
Temporary Toilet Rental and Services	\$79,256
Other - list if any	\$0
Subtotal E: Additional GC's:	\$2,118,917
TOTAL GENERAL CONDITIONS (SUM A thru E)=	\$12,682,178

* 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 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				
Project Executive – Jody Staruk	37	10%	\$44,200	\$164,220
Senior Project Manager – Chandler Rudert	35	98%	\$34,667	\$1,192,000
Assistant Project Manager – Ryan O’Neil	37	99%	\$22,533	\$826,800
Project Engineer – Jon Seibel	37	100%	\$19,500	\$724,500
Project Engineer – Brandon Jenkins	27	99%	\$19,500	\$522,000
Senior MEP Manager – Chris Hamel	37	23%	\$30,333	\$261,450
Schedule Manager – Brittany Hocking	35	14%	\$27,733	\$133,760
Sustainability Manager – Steven Burke	37	9%	\$27,733	\$ 91,840
Subtotal A: PM Staff				\$3,916,570

	Duration in Months	% Allocated Time	Monthly Rate	Schedule of Values
B. List of Staff Field Staff with Titles				
General Superintendent – Michael Caputo	37	10%	\$44,200	\$157,080
Senior Superintendent – Kyle Raposo	35	100%	\$32,933	\$1,147,600
Assistant Superintendents – Ali Atherton & Joe Dawson	35	163%	\$21,667	\$1,235,000
Safety Officer – Eddy Pellerin	35	9%	\$30,333	\$ 93,450
Subtotal B: Field Staff				\$2,633,130

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				
Senior Purchasing Manager – Jennifer Savoie	3	85%	\$30,333	\$77,000
Senior VDC Manager – Alicia Martino	35	10%	\$30,333	\$105,700
Quality Control Manager – Ken Amano	27	5%	\$26,000	\$34,800
Compliance Officer – Kacey-Ann Satchell	34	9%	\$29,467	\$89,420
IT Technician – TBD	35	5%	\$20,800	\$36,240
Project Administrator – TBD	37	9%	\$19,933	\$63,710
Project Accountant - TBD	37	9%	\$20,800	\$66,480
Subtotal C: Clerical Staff				\$473,350

	Rate/\$1,000	Project Estimate	Schedule of Values
D. Insurance Costs and CM Bond Costs (Please itemize)			
Performance & Payment Bond	5.77	\$150,500,000	\$868,385
Builder’s Risk Insurance	3.32	\$150,500,000	\$500,000
General Liability Insurance	12	\$150,500,000	\$1,806,000
Subtotal D: Insurance Costs			\$3,174,385

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

E. Additional General Conditions Categories Schedule of Values	Schedule of Values
Construction Manager Field Office Trailers	\$130,349
CM Telephone, Fax and Site Communications	Inc Below
CM Field Office Supplies, Equipment & Furniture	\$49,884
Owners Field Office Trailers	\$30,349
Owners Telephone, Fax and Site Communications	Inc Below
Owners Field Office Supplies, Equipment & Furniture	\$26,163
Cleaning of CM and Owners Field Office Trailers	Inc Below
Postage, Shipping and Courier Services	\$6,977
Reprographics	\$6,977
Management of Plans & Specifications	Inc. in Staffing
Computer IT Time/Software (field office)	\$103,529
Project Vehicles/Maintenance	Inc. in Staffing
Travel Expenses	Inc. in Staffing
Rental Costs of Machinery and Equipment	\$129,488
Storage Trailers and Containers	\$8,721
Job Site Safety & Protection	\$41,163
Safety Manager & Labor	Inc. in Staffing
Safety Materials	\$63,841
Project and Site Traffic Signage	\$31,450
Debris Removal and Dumpsters	\$302,400
Rodent and Pest Control	\$15,000
Building Layout Control and Engineering	\$25,000
Record Drawings	Inc. in Staffing
Project Photos	Inc. in Staffing
Interim Air Quality Management & Readings	Cost of Work per Addendum 1
Interim and Final Cleaning for Site and Building	\$1,085,781
Mass CHP's Supervision and Assistance	Inc. in Staffing
Contaminated Soil Removal Supervision of Work	Inc. in Staffing
ACM & Hazardous Material Abatement Supervision	Inc. in Staffing
Temporary Toilet Rental and Services	\$83,721
Other - list if any	\$0
Subtotal E: Additional GC's:	\$2,140,793
TOTAL GENERAL CONDITIONS (SUM A thru E)=	\$12,338,228

* 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 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



CONSIGLI
Est. 1905

CONSIGLI / RIGGS – PROPOSED LABOR RATES

TOWN OF BROOKLINE – JOHN R. PIERCE SCHOOL
April 1, 2022

Stipulated Fully Burdened Labor Rates per Hour

Project Executive	\$ 255
Senior Project Manager	\$ 200
Project Manager	\$ 165
Assistant Project Manager	\$ 130
Project Engineer	\$112.50
Sustainability Manager	\$ 160
General Superintendent	\$ 255
Senior Superintendent	\$ 190
Superintendent	\$ 175
Assistant Superintendent	\$ 125
Field Engineer	\$ 160
Chief Estimator	\$ 245
Senior Estimator	\$ 190
Estimator	\$ 165
Assistant Estimator	\$ 125
Purchasing Director	\$ 255
Senior Purchaser	\$ 175
Purchaser	\$ 160
Assistant Purchaser	\$ 125
Preconstruction Director	\$ 255
Senior Preconstruction Manager	\$ 190
Preconstruction Manager	\$ 160
Assistant Preconstruction Manager	\$ 125
Preconstruction Engineer	\$ 120
Senior Quality Control Manager	\$ 175
Quality Control Manager	\$ 150
Quality Control Engineer	\$ 120
Senior VDC Manager	\$ 175
VDC Manager	\$ 160
Assistant VDC Manager	\$ 125
VDC Engineer	\$ 120
Senior MEP Manager	\$ 175
MEP Manager	\$ 160
Assistant MEP Manager	\$ 125
MEP Engineer	\$ 120
Senior Scheduling Manager	\$ 175

Scheduling Manager	\$ 160
Assistant Scheduling Manager	\$ 130
Scheduling Engineer	\$ 120
Safety Director	\$ 185
Senior Safety Manager	\$ 180
Safety Manager	\$ 175
Assistant Safety Manager	\$ 125
Compliance Officer	\$ 170
Risk Director	\$ 200
Clerical	\$ 97.50
Project Administrator	\$ 115
Project Planner	\$ 115
Lean Director	\$ 185
Senior Lean Manager	\$ 175
Lean Manager	\$ 150
Assistant Lean Manager	\$ 130
Lean Engineer	\$ 120
Senior Project Accountant	\$ 145
Project Accountant	\$ 120
Assistant Project Accountant	\$ 105
Consigli Legal Counsel	\$ 300
IT Director	\$ 180
IT Manager	\$ 150
IT Tech	\$ 120
Intern	\$ 55
Mason Tender	\$ 131
Mason	\$ 162
Mason Foreman	\$ 171
Carpenter	\$ 149
Carpenter Foreman	\$ 165
Laborer	\$ 129
Laborer Foreman	\$ 138
Equipment Operator	\$ 153

Owner and contractor agree to use these payment rates for determining Cost of the Work as that term relates to these personnel. With respect to these personnel, Owner's audit shall be limited to verifying hours only.

RIGGS CONTRACTING INC.
UNION LABOR RATES
CONFIDENTIAL

Field Labor

	<u>Carpenter</u>	<u>Carpenter Foreman</u>	<u>Laborer</u>	<u>Laborer Foreman</u>	<u>Mason</u>	<u>Mason Foreman</u>	<u>Mason Tender</u>	<u>Equipment Operator</u>
Hourly Wage	\$ 53.87	\$ 56.87	\$ 41.18	\$ 42.18	\$ 57.15	\$ 60.15	\$ 41.43	\$ 51.38
Markups	\$ 95.13	\$ 108.13	\$ 87.82	\$ 95.82	\$ 104.85	\$ 110.85	\$ 89.57	\$ 101.62
Billing Rate	\$ 149.00	\$ 165.00	\$ 129.00	\$ 138.00	\$ 162.00	\$ 171.00	\$ 131.00	\$ 153.00

Note 1

Owner and Contractor agree to use these payment rates for determining Cost of the Work as that term relates to these personnel. With respect to these personnel, Owner's audit shall be limited to verifying hours only.



CONSIGLI

Est. 1905

John R. Pierce School - Construction Management Price Proposal (Baseline Schedule)

CM Firm Name: Consigli Construction Co., Inc.

Schematic Design Services

Personnel Costs	
Principal	\$ -
Project Executive	\$ 4,543.33
Project Precon Manager	\$ 2,803.33
Project Manager	\$ 720.00
VDC Manager	\$ 213.33
Estimators	\$ 5,600.00
Procurement/Purchasing	\$ -
Superintendent	\$ 453.33
Office Administration	\$ -
Scheduler	\$ 193.33
MEP Coordinator	\$ 1,280.00
Compliance Officer	\$ 206.67
Sustainability Manager	\$ 386.67
Subtotal	\$ 16,400.00

Consultant Costs (if used)

Scheduling	\$ -
MEP	\$ -
BIM	\$ -
Subtotal	\$ -

Other Costs

Printing/Postage	\$ -
Misc.	\$ -
Subtotal	\$ -

Total - Pre-Construction Services/Month	\$ 16,400.00
Discount	\$ -
Total Pre-Con/Month (Less Discount)	\$ 16,400.00
Estimated Duration (Months)	6

Total - Schematic Design Services \$ 98,400.00

Pre-Construction Services

Personnel Costs	
Principal	\$ -
Project Executive	\$ 1,880.00
Project Precon Manager	\$ 2,627.06
Project Manager	\$ 592.94
VDC Manager	\$ 150.59
Estimators	\$ 7,754.12
Procurement/Purchasing	\$ 451.76
Superintendent	\$ 400.00

Office Administration	\$	-
Scheduler	\$	136.47
MEP Coordinator	\$	677.65
Compliance Officer	\$	145.88
Sustainability Manager	\$	136.47
Subtotal	\$	14,952.94
Consultant Costs (if used)		
Scheduling	\$	-
MEP	\$	-
BIM	\$	-
Subtotal	\$	-
Other Costs		
Printing/Postage	\$	-
Misc.	\$	-
Subtotal	\$	-
Total - Pre-Construction Services/Month	\$	14,952.94
Discount	\$	-
Total Pre-Con/Month (Less Discount)	\$	14,952.94
Estimated Duration (Months)		17
Total - Pre-Construction Services	\$	254,200.00

Construction Phase		
Project Management, Field and Clerical Staff		
Project Executive	\$	305,388.00
Senior Project Manager	\$	1,141,920.00
Assistant Project Manager	\$	780,000.00
Project Engineer	\$	675,000.00
Project Engineer 2	\$	639,000.00
MEP Manager	\$	290,780.00
Schedule Manager	\$	141,056.00
Sustainability Manager	\$	100,736.00
General Superintendent	\$	148,920.00
Superintendent	\$	1,114,616.00
Assistant Superintendent	\$	1,460,000.00
Safety Officer	\$	99,400.00
Purchasing	\$	77,000.00
BIM Manager	\$	104,580.00
Quality Control Manager	\$	42,600.00
Compliance Officer	\$	96,560.00
IT Technician	\$	34,080.00
Clerical/Project Assistant	\$	67,160.00
Project Cost Accountant	\$	70,080.00
Subtotal	\$	7,388,876.00
Insurance		
Payment & Performance Bond	\$	868,385.00

General Liability	\$	1,806,000.00
Pollution Liability		Inc above
Builders Risk Insurance	\$	500,000.00
Umbrella Coverage		Inc above
Subtotal	\$	3,174,385.00
Additional General Conditions Categories		
Construction Manager Field Office Trailers	\$	133,930.00
CM Telephone, Fax and Site Communications		Inc Below
CM Field Office Supplies, Equipment & Furniture	\$	48,023.00
Owners Field Office Trailers	\$	33,930.00
Owners Telephone, Fax and Site Communications		Inc Below
Owners Field Office Supplies, Equip & Furniture	\$	24,767.00
Cleaning of CM and Owners Field Office Trailers		Inc Below
Postage, Shipping and Courier Services	\$	6,605.00
Reprographics	\$	6,605.00
Management of Plans & Specifications		Inc in Staffing
Computer IT Time/Software (field office)	\$	99,994.00
Project Vehicles/Maintenance		Inc in Staffing
Travel Expenses		Inc in Staffing
Rental Costs of Machinery and Equipment	\$	158,512.00
Storage Trailers and Containers	\$	8,256.00
Job Site Safety & Protection	\$	39,767.00
Safety Manager & Labor		Inc in Staffing
Safety Materials	\$	63,841.00
Project and Site Traffic Signage	\$	31,450.00
Street Sweeping and Wheel Wash Maintenance		Cost of Work per RFP
Snow Removal		Cost of Work per RFP
Debris Removal and Dumpsters	\$	284,000.00
Rodent and Pest Control	\$	15,000.00
Building Layout Control and Engineering	\$	25,000.00
Record Drawings		Inc in Staffing
Project Photos		Inc in Staffing
Management of Job Progress Meetings		Inc in Staffing
Attendance at School Related Meetings		Inc in Staffing
Interim Air Quality Management & Readings		Cost of Work per Addendum 1
Interim and Final Cleaning for Site and Building	\$	1,059,981.00
LEED Supervision and Assistance		Inc in Staffing
Contaminated Soil Removal Supervision of Work		Inc in Staffing
ACM & Hazardous Material Abatement Sup.		Inc in Staffing
Temporary Toilet Rental and Services	\$	79,256.00
Other - list if any	\$	-
Subtotal	\$	2,118,917.00
Total Construction Phase	\$	12,682,178.00
Fee/Profit	\$	3,010,000.00
Total Estimated CM Cost	\$	16,044,778.00

**John R. Pierce School - Construction Management Price Proposal
(Alternative Schedule)**

CM Firm Name:

Schematic Design Services

Personnel Costs	
Principal	\$ -
Project Executive	\$ 4,543.33
Project Precon Manager	\$ 2,803.33
Project Manager	\$ 720.00
Engineers	\$ 213.33
Estimators	\$ 5,600.00
Procurement/Purchasing	\$ -
Superintendent	\$ 453.33
Office Administration	\$ -
Scheduler	\$ 193.33
MEP Coordinator	\$ 1,280.00
Site Work Coordinator/Regulatory Support	\$ 206.67
IDC	\$ 386.67
Subtotal	\$ 16,400.00

Consultant Costs (if used)

Scheduling	\$ -
MEP	\$ -
BIM	\$ -
Subtotal	\$ -

Other Costs

Printing/Postage	\$ -
Misc.	\$ -
Subtotal	\$ -

Total - Pre-Construction Services/Month	\$ 16,400.00
Discount	\$ -
Total Pre-Con/Month (Less Discount)	\$ 16,400.00
Estimated Duration (Months)	6

Total - Schematic Design Services \$ 98,400.00

Pre-Construction Services

Personnel Costs	
Principal	\$ -
Project Executive	\$ 1,880.00
Project Precon Manager	\$ 2,627.06
Project Manager	\$ 592.94
Engineers	\$ 150.59
Estimators	\$ 7,754.12
Procurement/Purchasing	\$ 451.76
Superintendent	\$ 400.00

Office Administration	\$	-
Scheduler	\$	136.47
MEP Coordinator	\$	677.65
Site Work Coordinator/Regulatory Support	\$	145.88
IDC	\$	136.47
Subtotal	\$	14,952.94
Consultant Costs (if used)		
Scheduling	\$	-
MEP	\$	-
BIM	\$	-
Subtotal	\$	-
Other Costs		
Printing/Postage	\$	-
Misc.	\$	-
Subtotal	\$	-
Total - Pre-Construction Services/Month	\$	14,952.94
Discount	\$	-
Total Pre-Con/Month (Less Discount)	\$	14,952.94
Estimated Duration (Months)		17
Total - Pre-Construction Services	\$	254,200.00

Construction Phase		
Project Management, Field and Clerical Staff		
Project Executive	\$	164,220.00
Senior Project Manager	\$	1,192,000.00
Assistant Project Manager	\$	826,800.00
Project Engineer	\$	724,500.00
Project Engineer 2	\$	522,000.00
MEP Manager	\$	261,450.00
Schedule Manager	\$	133,760.00
Sustainability Manager	\$	91,840.00
General Superintendent	\$	157,080.00
Superintendent	\$	1,147,600.00
Assistant Superintendent	\$	1,235,000.00
Safety Officer	\$	93,450.00
Purchasing	\$	77,000.00
BIM Manager	\$	105,700.00
Quality Control Manager	\$	34,800.00
Compliance Officer	\$	89,420.00
IT Technician	\$	36,240.00
Clerical/Project Assistant	\$	63,710.00
Project Cost Accountant	\$	66,480.00
Subtotal	\$	7,023,050.00
Insurance		
Payment & Performance Bond	\$	868,385.00

General Liability	\$	1,806,000.00
Pollution Liability		Inc above
Builders Risk Insurance	\$	500,000.00
Umbrella Coverage		Inc above
Subtotal	\$	3,174,385.00
Additional General Conditions Categories		
Construction Manager Field Office Trailers	\$	130,349.00
CM Telephone, Fax and Site Communications		Inc Below
CM Field Office Supplies, Equipment & Furniture	\$	49,884.00
Owners Field Office Trailers	\$	30,349.00
Owners Telephone, Fax and Site Communications		Inc Below
Owners Field Office Supplies, Equip & Furniture	\$	26,163.00
Cleaning of CM and Owners Field Office Trailers		Inc Below
Postage, Shipping and Courier Services	\$	6,977.00
Reprographics	\$	6,977.00
Management of Plans & Specifications		Inc in Staffing
Computer IT Time/Software (field office)	\$	103,529.00
Project Vehicles/Maintenance		Inc in Staffing
Travel Expenses		Inc in Staffing
Rental Costs of Machinery and Equipment	\$	129,488.00
Storage Trailers and Containers	\$	8,721.00
Job Site Safety & Protection	\$	41,163.00
Safety Manager & Labor		Inc in Staffing
Safety Materials	\$	63,841.00
Project and Site Traffic Signage	\$	31,450.00
Street Sweeping and Wheel Wash Maintenance		Cost of Work per RFP
Snow Removal		Cost of Work per RFP
Debris Removal and Dumpsters	\$	302,400.00
Rodent and Pest Control	\$	15,000.00
Building Layout Control and Engineering	\$	25,000.00
Record Drawings		Inc in Staffing
Project Photos		Inc in Staffing
Management of Job Progress Meetings		Inc in Staffing
Attendance at School Related Meetings		Inc in Staffing
Interim Air Quality Management & Readings		Cost of Work per Addendum 1
Interim and Final Cleaning for Site and Building	\$	1,085,781.00
LEED Supervision and Assistance		Inc in Staffing
Contaminated Soil Removal Supervision of Work		Inc in Staffing
ACM & Hazardous Material Abatement Sup.		Inc in Staffing
Temporary Toilet Rental and Services	\$	83,721.00
Other - list if any	\$	-
Subtotal	\$	2,140,793.00
Total Construction Phase	\$	12,338,228.00
Fee/Profit	\$	3,010,000.00
Total Estimated CM Cost	\$	15,700,828.00

**JOHN R. PIERCE SCHOOL
CONSTRUCTION MANAGER AT RISK CONTRACT**

GENERAL CONDITIONS OF THE CONTRACT

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APPENDICES

**APPENDIX A EQUAL EMPLOYMENT OPPORTUNITY,
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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 Owner 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 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 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.

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. Distribution of Work

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 Owner 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. Designer

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 weather-tight 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, stapler, 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. Materials Generally

- 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; i.e., 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. Defective, Damaged, or Deteriorated Materials and Rejection Thereof

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 Use and Occupancy 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. 39O)

- 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, 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. 39O 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 Use and Occupancy, 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.

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,
 - 2) 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.

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.

- B. 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

- A. 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.

- D. The failure to deliver a required guarantee or warranty shall constitute a failure to fully complete the Work in accordance with the Contract Documents.
- E. 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.) 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 policies 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.
- F.** 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.
- G.** 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*.

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 Longshoremens & Harbor Workers Act (USLHW), Maritime Liability for \$1,000,000/\$1,000,000, or Federal Employer's Liability Act liability.

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.

- H.** Coverage shall include permission for temporary occupancy and a Waiver of Subrogation in favor of the Owner to all insured.

- I. 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

7. Umbrella Coverage

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:

<u>Contract Price</u>	<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.

ARTICLE XV
INDEMNIFICATION

1. Generally

To the fullest extent permitted by law, the CM shall indemnify, defend (with counsel 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 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

**ADDITIONAL INSURANCES
Not Applicable**

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 Project's Minority Business Enterprise (MBE) participation goal is 5.1% and the Project's Women Business Enterprise (WBE) participation goal is 10% of the Guaranteed Maximum Price (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 an 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 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 sub-subcontracts to OWNER's Compliance Office.

7. Performance of Contract Work by MBE/WBEs

- A. 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 UNAPPROVED ASSIGNMENTS, SUB-CONTRACTS, SUB-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. Awarding Authority's Right to Waive Provisions of this Article in Whole or In Part

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. Subcontracts Subject to Trade Contract Procedures. 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 work
Acoustical Tile	Elevators
Marble	Masonry work
Tile	Fire 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 CM. 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 RFQ by submission of a Statement of Qualifications (“SOQ”). 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 SOQ 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. Prequalification Criteria. The Prequalification Committee shall evaluate the information submitted by each Applicant on its DCAMM 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. Certificate of Eligibility – (mandatory, no points assigned)
All SOQs submitted after January 1, 2006 must include a DCAMM 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. Update Statement – (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 DCAMM 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 DCAMM Certified prior to submitting its bid and submits the Joint Venture's Certificate of Eligibility with its bid.

4. Deliberations of the Prequalification Committee. 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 DCAMM 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 DCAMM 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. Requests for Bids. 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;
- l. 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 DCAMM 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. Bid Opening, Award, Rejection and Negotiation of Bids. 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 (j).

3. Trade Contract Execution. 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. Subcontracts Subject to Procedures for Other Subcontracts. 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

1. Subcontracts in With an Estimate Cost equal to or greater than \$25,000. For 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 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. Subcontracts with An Estimated Cost Less Than \$25,000. 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. Procurement Records. 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 DCAMM 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. Severability. 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. Time. 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

THIS AGREEMENT MADE THIS _____ DAY OF _____, 20 ____,
by and between _____
a corporation organized _____ and existing under the laws of _____
_____ a partnership consisting of _____
_____ an individual doing
business as _____ hereinafter called the
“Construction Management At Risk Firm” and _____ a
corporation organized and existing under the laws of _____
an individual doing business as _____ hereinafter
called the “Trade Contractor”.

WITNESSETH that the Construction Management at Risk Firm and the Trade Contractor for the considerations hereafter named, agree as follows:

(1) The Trade Contractor agrees to furnish all labor and materials required for the completion of all work specified in Section No(s). _____ of the specifications for _____ (name of Sub-trade(s)) and the plans referred to therein and addenda No. _____ for the _____ (project) all as prepared by _____ designer. All work shall be in accordance with the contract documents listed on Exhibit A; and the detailed Scope of Work listed on Exhibit B. The Construction Management at Risk Firm agrees to pay the Trade Contractor as full payment for all the work in Exhibit B the sum of \$ _____. This price includes the following alternates: Nos. _____, _____, _____, _____.

(A) The Trade Contractor agrees to be bound to the Construction Management at Risk Firm by the terms of the hereinbefore described plans; specifications (including all general conditions stated therein) and addenda No. _____, and _____, and _____, and to assume to the Construction Management At Risk Firm all the obligations and responsibilities that the Construction Management At Risk Firm by those documents assumes to the _____ (Public Agency) hereinafter called the “Public Agency,” except to the extent that provisions contained therein are by their terms or by law applicable only to the Construction Management At Risk Firm.

(B) The Construction Management At Risk Firm agrees to be bound to the Trade Contractor by the terms of the hereinbefore described documents and to assume to the Trade Contractor all the obligations and responsibilities that the Public Agency by the terms of the hereinbefore described documents assumes to the Construction Management At Risk Firm, except to the extent that provisions contained therein are by their terms or by law applicable only to the Public Agency.

(2) The Construction Management At Risk Firm agrees to begin, prosecute and complete the entire work specified by the Public Agency in an orderly manner so that the Trade Contractor will be able to begin, prosecute, and complete the work described in this Trade Contract; and, in consideration thereof, upon notice from the Construction

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

[Insert Consigli Standard MA Sample Long Form Subcontract]



Prequalification & Subcontract Review

Thank you for your interest in working with Consigli Construction and affiliates

Pre-qualification

In an effort to select the most highly qualified, safety conscious Subcontractors we have a comprehensive pre-qualification process. If not already pre-qualified with Consigli, please follow the below steps.

One: Let us know who you are

- Email prequal@consigli.com and provide your company name, contact person and email address
- Feel free to reach out to Stephanie Broderick – sbroderick@consigli.com

Two: Receive Request

- A request to complete Consigli prequalification will be sent to the contact through either ISQFT or prequalification@consigli.com

Three: Complete & Submit the Prequal

- Complete the prequal form on ISQFT
- Information you will be asked for includes:
 - o Organization information
 - o Safety & Quality Information
 - o References
 - o Surety Letter
 - o Sample Insurance Certificate and General Liability Insurance Policy
 - o OSHA 300A Logs (1 form per year)
 - o Documentation of Worker's Comp EMR
 - o Financial Statements
- Submit Prequal via the Dashboard on ISQFT

Subcontract Review

Attached is a Sample of our standard Subcontract Agreement. This Document defines our standard subcontract terms and conditions, Exhibits A and B, as well as the typical Subcontract format for all parts of this document such as, Exhibit C, Scope of Work thru Exhibit G Project Safety Requirements.

If your company is fortunate enough to be awarded work with Consigli, it will be expected that you fully execute a Subcontract which acknowledges these terms as part of the working agreement.

Please take this opportunity to review this contract and respond promptly with any concerns.

For questions pertaining to our Subcontract Agreement, please do not hesitate to contact either

Peter Capone, Director of Purchasing	508-458-0308	pcapone@consigli.com
Barbara Moody, Subcontract Administration Manager	508-458-0344	bmoody@consigli.com
Tracy Labonte, Insurance Administrator	508-458-0561	tlabonte@consigli.com

Purchasers

Connecticut, Maine, Mass, Washington, DC, Pleasant Valley and Albany, NY and NYC

Jennifer Savoie, Don O'Regan, Sunita Verma, Mike Baker, Joe Vetrano, Bob Eagles, Justin Parker
Kevin Morse, Rob McClintock, Ryan Mangini, Zachary John
Assistant Purchasers – Matt Rose, Lance Copponi, David Hermansen, Jake Needleman

Pleasant Valley or Albany NY – Craig Mitchell

New York City

Doug Renna, Paul Sheridan, Craig Stroud, Peter Vanderbeck,

Thank you and we look forward to working with you!



Subcontract

#SC-0000-000

To: **Date:** 1/21/2022
Contact Name **Job:** Project Name
Company **Job Address:** Address
Address, City, State, Zip **City, State, Zip Code**

Description: Sample Subcontract

Scope of Work:

Provide all labor, materials, equipment and supervision required to complete all of the Sample Subcontract for the project as specified and as shown and as further modified and/or clarified in accordance with the subcontract exhibits, as listed below, which are attached hereto and hereby made a part here of.

- EXHIBIT A - SUBCONTRACT GENERAL CONDITIONS
- EXHIBIT B - SUBCONTRACT BUSINESS TERMS
- EXHIBIT C - SCHEDULE OF WORK
- EXHIBIT D - SUBCONTRACT PRICING
- EXHIBIT E - PROJECT SCHEDULE REQUIREMENTS
- EXHIBIT F - SCHEDULE OF DOCUMENTS
- EXHIBIT G - PROJECT SAFETY REQUIREMENTS
- EXHIBIT H - PROJECT SPECIFIC REQUIREMENTS
- EXHIBIT I - RECYCLING ATTACHMENT
- EXHIBIT J - INSURANCE REQUIREMENTS
- EXHIBIT L-1 - PROGRESS RELEASE OF LIEN WAIVER
- EXHIBIT L-2 - FINAL RELEASE OF LIEN WAIVER

ITEM	JOB	COST CODE	AMOUNT		
	Total Subcontract Amount:		\$0.00	Retainage Percent:	5.00 or 10.00 %
				Bonds Required (Yes/No):	No

Notice to Secured Creditors and Factors - Disclaimer of Authority of Project Management Staff
 Consigli project management staff do not have authority to make binding commitments to secured creditors or factors under any circumstances. Any secured party accepting this subcontract or purported accounts receivable hereunder, as collateral or any factor. Purchasing invoices issued under the Subcontract be on notice that the sole officers authorized to bind Consigli with respect to collateral obligations to secured creditors and factors are the Chief Legal Officer, rizzo@consigli.com and the Controller, jessicini@consigli.com.

Subcontractor

Date Consigli Construction Co., Inc.

Date

Consigli Construction Co., Inc.

Construction Managers and General Contractors

333 Seventh Avenue, 17th Floor, New York, NY 10001 • phone:646-679-3500 • web: www.consigli.com
Hartford CT • Washington DC • Portland ME • Boston MA • Milford MA • Albany NY • New York NY • Pleasant Valley NY • Ronkonkoma NY

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City, State – Job No.
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EXHIBIT “A”
Subcontract General Conditions

ARTICLE 1 — WORK TO BE PERFORMED

- A. In consideration of the Subcontract Price as stated in **Exhibit “D” – Subcontract Pricing** (the “Subcontract Price”), Subcontractor shall furnish and install all work, labor, materials, equipment, permits, approvals, and supervision, and shall assume, perform, and furnish everything necessary for the prompt execution and proper completion of the work described herein, including but not limited to tools, light, scaffolding and staging, ladders, hoisting, power, details, computations, and all other facilities unless expressly excluded in **Exhibit “C” – Schedule of Work**, all in complete accordance with the General Contract Documents as herein defined which are specifically incorporated herein and made a part hereof by reference, and further defined in **Exhibit “F” – Schedule of Documents** (collectively, the “Work”). Subcontractor represents and warrants that it is experienced and knowledgeable in the coordination and procurement of the various elements of the trades included in Subcontractor’s Work. Subcontractor agrees to use its best skill and judgment in the performance of its Work and to cooperate with Contractor so that Contractor may fulfill its obligations to Owner.
- B. Subcontractor agrees to be bound to Contractor by the General Contract Documents and all other instruments herein referred to and further to assume toward Contractor all the obligations and responsibilities pertaining to the Work that Contractor by the General Contract Documents has assumed to Owner, including the furnishing of such warranties and guarantees as are required in the General Contract Documents. Subcontractor shall comply with all rulings, orders, instructions, and operating procedures issued or promulgated by Contractor with respect to the Work. Subcontractor further agrees that Contractor shall have all rights, privileges, and immunities which Owner has in connection with its Contract with Contractor. Without limitation, Subcontractor expressly agrees that any “Required Subcontract Term” or similar provisions included in the General Contract Documents are incorporated herein by reference.

ARTICLE 2 — TIME OF PERFORMANCE

- A. Time is of the essence of this Subcontract. Accordingly, Subcontractor shall commence the Work upon notice from Contractor and shall promptly and expeditiously perform the Work in accordance with the instructions of Contractor utilizing union or open shop labor, as agreed to in **Exhibit “C” – Schedule of Work**, which can work in harmony with Contractor and other subcontractors, provide approved materials, equipment, and tools in such quantities and of such types as required and defined in **Exhibit “E” – Project Schedule Requirements**.
- B. Subcontractor shall complete its Work in sufficient time to allow Contractor and all other subcontractors to complete the entire Project within Contractor’s planned schedule as further defined in **Exhibit “E” – Project Schedule Requirements**. If requested by Contractor, Subcontractor shall furnish a progress and/or recovery schedule to Contractor in such detail as Contractor requires to meet Subcontractor’s obligations and to allow Contractor to fully assess Subcontractor’s schedule impact on the overall Project Schedule.
- C. If Contractor determines Subcontractor has not fulfilled its contractual obligations to meet the schedule requirements as defined in **Exhibit “E” – Project Schedule Requirements**, then Contractor shall have the following remedies:
- 1) Direct Subcontractor to take all actions necessary, including performance of the Work on overtime, shifts, weekends, holidays, etc., until such time that Subcontractor is no longer behind schedule;
 - 2) Issue a deductive change order to remove all or portions of Subcontractor’s remaining Work from this Subcontract and perform it directly or with other subcontractors;
 - 3) Supplement Subcontractor’s crew with additional qualified manpower. The cost for the additional manpower will be paid by Subcontractor or deducted from amounts otherwise due Subcontractor;
 - 4) Deduct the cost of such delay from any payments due Subcontractor; or
 - 5) Terminate this Subcontract if Subcontractor is in breach in accordance with **Article 14**.
- D. In the event any delay in the completion of the Work is caused by Subcontractor which causes or results in added costs being incurred by Contractor, a sum equal to all such costs to the extent attributable to Subcontractor shall be chargeable to and paid by Subcontractor to Contractor.
- E. Subcontractor understands and agrees that as the job progresses, Contractor will make changes to adjust and update the Project Schedule from time to time to meet job requirements, variations in weather, change orders or other causes, whether or not within the control of Contractor. Subcontractor shall promptly furnish all detail and data required by Contractor to prepare or update the Project Schedule. Any claim by Subcontractor for an extension in the time for performance shall be timely made as required by **Article 9** below and shall not be valid unless sufficient detail to justify the requested time extension is provided. When issued by Contractor, a revised Project Schedule shall supersede all other schedules previously issued. Subcontractor acknowledges that it is aware of the likelihood of changes to the Project Schedule and the impact of weather conditions and has anticipated same in scheduling, pricing and planning the Work.

ARTICLE 3 — INSURANCE AND BONDS

- A. Subcontractor shall, at its sole expense, provide and maintain in effect at all times during the performance of the Subcontract, insurance coverage with limits not less than those set forth in this **Article 3** and **Exhibit “J” – Sample Insurance** attached hereto, as detailed in this **Article 3** under forms of policies satisfactory to Contractor and Owner. In the event there is a conflict with the limits required in this **Article 3** and the limits set forth in **Exhibit “J,”** then the reference to the higher limit shall control and Subcontractor shall procure the higher limit.

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- B. **Commercial General Liability:** Commercial General Liability Insurance (“CGL”) with limits of at least **\$1,000,000 each occurrence; \$2,000,000 general aggregate** (on a per project basis as set forth in Section D (i)); **\$2,000,000 products-completed operations hazard aggregate; \$1,000,000 personal and advertising injury; \$100,000 damages to rented premises each occurrence; and \$10,000 medical expenses** (any one person). The CGL insurance shall cover, without limitation, liability arising from Bodily Injury, Personal and Advertising Injury, Property Damage, Premises, Independent Contractors, Contractual Liability, and Products and Completed Operations. The CGL coverage shall be provided for both ongoing and completed operations and shall be written on an occurrence-based coverage form at least as broad as CG 00 01 12/07 CGL Coverage form as issued by the Insurance Services Office, Inc., or its equivalent.
- C. **Excess/Umbrella Liability:** Excess/Umbrella Liability Insurance with limits at minimum **\$5,000,000 each occurrence and \$5,000,000 in the aggregate** (see Exhibit “J” – Sample Insurance for specific requirements) and following form to the CGL insurance and the Business Automobile Liability Insurance required by this Article and must “drop down” for defense and indemnity in the event of exhaustion of the underlying insurance.
- D. **Liability Insurance Specific Requirements:** Without limiting the foregoing, the CGL and Excess/Umbrella coverage required herein shall comply with the following: (i) there shall be aggregate limits of insurance in the amounts required in this Article 3 and Exhibit “J” – Sample Insurance dedicated to the Project with a per Project endorsement and no aggregate limitation; (ii) the limits of insurance shall not be eroded by defense costs; (iii) there shall be no modification to or deletion of the definition of the “insured contract”; (iv) there shall be no insured vs. insured (cross-suits) exclusion; (v) there shall be no exclusion for claims arising out of subsidence or earth movement; (vi) if Subcontractors working on residential projects (which shall include for rent and for sale dwellings of any type, including but not limited to dormitories and assisted living facilities), there shall be no exclusion for residential construction; (vii) if Subcontractor is furnishing or installing EIFS, there shall be no EIFS exclusion; (viii) there shall be no exclusion for the insureds’ vicarious liability, strict liability, or statutory liability; (ix) there shall be no professional liability exclusion broader than ISO form CG 22 79, or its equivalent; (x) there shall be no exclusions based on the nature and scope of Subcontractor’s work, including without limitation any Classification Limitation applicable to Subcontractor’s Work; (xi) there shall be no exclusions for liability assumed under contract for liability imposed by reason of statute or law; (xii) if Subcontractor performs any work or conducts any operations within fifty (50) feet of any railroad (including light rail, fixed rail or any other rail system), Subcontractor’s insurance shall be endorsed to delete any exclusion, including the Contractual Liability exclusion, for work performed within fifty (50) feet of a railroad, a copy of such endorsement shall be provided to Contractor before work within fifty (50) feet of the railroad commences; (xiii) if Subcontractor is enrolled in a CCIP on this Project, the ISO form CG 21 31 (05/09 edition) endorsement is the only acceptable “wrap-up exclusion” endorsement to Subcontractor’s CGL and Excess/Umbrella coverage; (xiv) there shall be no exclusion or limitation for bodily injury, third-party action over, fall from height, exterior work, or any other labor law or injury to worker-type claim; and (xv) there shall be no Property Damage/Damage to Work exclusion such as the ISO form CG 22 94 which modifies the standard “Your Work” exclusion in the ISO CG 00 01.
- E. **Additional Insured Requirements:** All insurance required by this Article (excluding only Workers’ Compensation and Professional Liability insurance, where required) shall name Contractor and Owner, and any other parties so required by the General Contract Documents, as an “additional insured” on a primary and non-contributing basis. With respect to the CGL coverage, acceptable additional insured endorsements are (i) ISO CG 20 10 AND CG 20 37 or (iv) endorsement(s) providing equivalent coverage to the additional insureds as these ISO issued forms. Any edition of ISO form CG 20 33 is strictly prohibited. Non-ISO endorsements must be approved in writing by Contractor. Such insurance shall, by specific endorsement, be deemed to be primary insurance to any similar insurance Contractor may obtain for its own benefit which will be excess or secondary but not contributing insurance. This insurance for the additional insureds shall be at least as broad as the coverage provided for the named insured Subcontractor. In the event Subcontractor has in force any insurance with coverages broader and/or limits higher than the minimum coverage amounts specified in this Article 3 or Exhibit “J” – Sample Insurance (a) such broader coverages and higher limits shall insure and be available to all additional insureds and (b) this Subcontract shall be deemed to require such broader coverages and higher limits. The Excess Umbrella Insurance required by this Section, and any other insurance required by this Subcontract which is furnished via an excess/umbrella policy form, shall expressly provide that (x) it covers any party as an additional insured who qualifies as such on the underlying insurance; (y) follows form for such additional insured coverage; and (z) the coverage afforded to such additional insured is primary and the additional insured’s other insurance shall be non-contributing to any of the additional insured’s other insurance, whether such other insurance be primary, excess/umbrella, self-insured, or on any other basis. Each such policy obtained by Subcontractor shall provide that the insurer shall defend any suit against the Additional Insured even if such suit is frivolous or fraudulent, so long as such suit arises or is alleged to arise from work of Subcontractor. A copy of each Additional Insured endorsement obtained by Subcontractor shall be attached to the Certificate of Insurance provided by Subcontractor.
- F. **Business Auto Liability:** Business Automobile Liability Insurance with limits of at least **\$1,000,000 combined single limit** (each accident) and on a current CA 00 01 ISO form, or its equivalent, covering “any auto,” including all owned, hired and non-owned vehicles used in connection with the work. Such coverage shall be primary and non-contributory to any coverage available to the Additional Insureds, and shall include, without limitation, loading and unloading, uninsured and underinsured motorist coverage, and medical payment protection.
- G. **Workers Compensation/Employer’s Liability Insurance:** Subcontractor shall provide and maintain during the term of work, including any warranty periods, Workers’ Compensation Insurance coverage for all of Subcontractor’s workers at the site of the Project for the state(s) in which work is to be performed as well as the state(s) where the workers may reside in accordance with the **state(s) law with statutory limits**. Additionally, Subcontractor shall maintain during the term of the Work Employers’ Liability Coverage with limits of **\$1,000,000 Bodily Injury per Accident/Employee; \$1,000,000 Bodily Injury per Disease/Employee; and \$1,000,000 Policy limit by disease**. If exposure to United States Longshore & Harbor Workers Act or Maritime Act or the Defense Base Act exists, policies shall be endorsed to provide such coverage.
- H. **Tools and Equipment Insurance:** Subcontractor agrees to furnish insurance which shall insure all its equipment and tools and any tools and equipment rented to Contractor for its use on other portions of the Contract or elsewhere which also lists Contractor as an additional insured. Subcontractor waives subrogation for damage to such equipment and tools. Subcontractor’s insurance shall contain a waiver of subrogation consistent with this provision. Such insurance shall be on a replacement cost basis up to the full insurable value of the tools and equipment.
- I. **Sub-subcontractor Requirements:** All requirements in this Article 3 and Exhibit “J” – Sample Insurance that Subcontractor is obligated to perform shall likewise be imposed upon, assumed and performed by each of its sub-subcontractors of every tier. Subcontractor and sub-

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subcontractors shall execute a written agreement, which shall include all such requirements. Subcontractor is responsible for verifying that its sub-subcontractors, truckers, vendors and suppliers of any tier maintain insurance in like form and amounts, including the additional insured requirements. Subcontractor will be liable for any claim, damage, loss, cost or expense arising from reductions, changes, or deletions in sub-subcontractor's insurance that deviates from the requirements of this **Article 3**. Subcontractor will maintain evidence of insurance from all sub-subcontractors of every tier and make such evidence of insurance available to Owner and/or Contractor upon request. If this work involves Structural Steel installation it is the responsibility of this Subcontractor to forward Contractor proof that Contractor is being included as additional insured on the erector's policy.

- J. **Waiver of Subrogation:** To the fullest extent permitted by law, Subcontractor waives all rights against Contractor and Owner as well as other parties as required by the General Contract Documents for recovery of all damages to the extent the damages are covered by CGL, Excess/Umbrella, Business Automobile liability or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above (including any deductibles, coinsurance, or self-insured retentions). All policies obtained by Subcontractor pursuant to this Subcontract shall include waivers of subrogation consistent with this provision.
- K. **Primary and Non-Contributory:** All insurance, whether primary, umbrella, or excess, required by this Subcontract shall include contractual liability coverage that shall respond on a primary and non-contributory basis to claims against the Indemnified Parties defined in **Article 4 (A)** below, and any similar insurance obtained by such Indemnified Parties shall be secondary and non-contributory regardless of "Other" insurance provisions or rules of horizontal exhaustion.
- L. **Insurance Documents:** Certificates of insurance acceptable to Contractor per **Exhibit "J" – Sample Insurance** shall be filed with Contractor prior to commencement of Subcontractor's Work (including a copy of the required Additional Insured Endorsement). Subcontractor shall provide an updated certificate of insurance upon renewal of any coverage. Upon the request of Contractor, Subcontractor shall provide copies of Subcontractor's full insurance policies.
- M. **Notice of Cancellation:** These certificates and the insurance policies required by this **Article 3** shall contain a provision by endorsement that coverages afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Contractor, except ten (10) days prior written notice of cancellation due to nonpayment of premium. In the event any carrier refuses or fails to provide such notice directly to Contractor, Subcontractor shall be obligated to provide such notice within ten (10) days of receipt of same and shall accept full and complete liability for all damages or losses suffered by Contractor on account of any such failure of notice or cancellation or expiration.
- N. **Maintenance of Insurance:** Subcontractor shall maintain CGL and Excess Umbrella coverage for itself and all additional insureds for the duration of the Project and maintain Completed Operations coverage for itself and each additional insured for at least six (6) years (or the statutory period of repose under prevailing state law, whichever is longer) after substantial completion of the entire Project or such longer time as required by the General Contract Documents.
- O. **Evidence of Insurance After Final Payment:** If any of the foregoing insurance coverages are required by this **Article 3** and/or **Exhibit "J" – Sample Insurance** or the General Contract Documents to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by Subcontractor with reasonable promptness according to Subcontractor's information and belief.
- P. **Deductibles/Coinsurance/Retentions:** Subcontractor shall be responsible for deductibles, coinsurance, and self-insured retentions on its own insurance coverages and for the costs of deductibles assessed against Contractor due to any act or omission of Subcontractor. Subcontractor must obtain Contractor's prior written permission for deductibles or self-insured retentions greater than **\$50,000 per occurrence**. Coverage afforded to the additional insureds shall not be conditioned on the payment of any deductible, coinsurance, or retention.
- Q. **Insurer Rating:** All insurance required under this Schedule must be written with insurance companies authorized by state where Subcontractor is performing work to provide such insurance coverage. All such insurers must be reasonably acceptable to Contractor and rated no less than A- VII as shown in the most current issue of A.M. Best's Key Rating Guide.
- R. **Waiver:** Any waiver or modification of the insurance requirements stated in this Schedule must be agreed to in writing by Owner or Contractor.
- S. **Failure to Comply:** If Subcontractor (or any of its subcontractors) shall fail to provide or maintain any or all of the required insurance described hereunder, Subcontractor will be deemed to be in material breach of this Contract and Contractor, in its discretion and without waiving any other remedies, shall be entitled to (i) withhold payments or recoup payments already made to Subcontractor for work on the Project, (ii) terminate Subcontractor for cause, and (iii) purchase replacement insurance at Subcontractor's expense in the name of Subcontractor. In the event Subcontractor shall fail to promptly provide such requested bonds or required insurance, Contractor may terminate this Subcontract and re-let the Work to another Subcontractor and all Contractor costs and expenses incurred thereby shall be paid by Subcontractor, including any price differential.
- T. **Failure to Provide Bonds or Insurance:** In the event Subcontractor shall fail to promptly provide such requested bonds or required insurance, Contractor may terminate this Subcontract and re-let the Work to another Subcontractor and all Contractor costs and expenses incurred thereby shall be paid by Subcontractor, including any price differential.
- U. **Scope-Specific Insurance and Bond Requirements:** *ONLY as required by Exhibit "B" – Subcontract Business Terms.*

ARTICLE 4 — INDEMNIFICATION

- A. To the fullest extent permitted by law, Subcontractor shall (i) defend, indemnify and hold harmless Contractor, Contractor's surety, Owner, and any other entity or individual as required by this Subcontract or by the General Contract Documents, and the principals, members, officers, directors, employees, agents, and consultants of each of them (the "Indemnified Parties"), from and against any and all demands, claims, causes of action, liabilities, losses, damages, and expense, including but not limited to attorneys' fees, for bodily injury, sickness, disease or death, or for injury or destruction of property, arising out of Subcontractor's Work under this Subcontract and caused, in whole or in part, by, the acts or

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omissions of Subcontractor, or any of Subcontractor's subcontractors, suppliers, or other persons or entities for whose acts Subcontractor may be liable, regardless of whether caused in part by the Indemnified Party; (ii) assume, on behalf of the Indemnified Parties, the defense of any such demand, claim, cause of action, liability, loss, damage, or expense which may be brought against them or any of them; and (iii) reimburse the Indemnified Parties for any attorneys' fees and expenses incurred by them with respect to any such claim, regardless of whether or not caused in part by an Indemnified Party. Notwithstanding the foregoing, the indemnity required by this section shall not apply if such demand, claim, cause of action, liability, loss, damage, or expense is caused by the sole negligence of an Indemnified Party.

- B. In claims against any Indemnified Party brought by an employee of Subcontractor, Subcontractor's sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts Subcontractor may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Subcontractor or Subcontractor's sub-subcontractors under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. To the fullest extent permitted by law, Subcontractor further agrees to defend, indemnify, and hold harmless Contractor. Contractor's surety, and Owner from any and all demands, claims, causes of action, liabilities, losses, damages, or expense by any party arising out of or in consequence of the acceptability, fitness, sufficiency, performance, or non-performance of Subcontractor's Work or materials furnished, or for payment of any labor performed or material or equipment furnished in connection with improvements to real property or related to Subcontractor's Work by any party by or through Subcontractor. Subcontractor will defend all such claims at its own cost and expense and shall reimburse Contractor for all cost and expense arising out of such claim, including reasonable attorneys' fees.
- D. To the fullest extent permitted by law, Subcontractor shall defend, indemnify, and hold harmless Contractor and its surety and Owner for any and all demands, claims, causes of action, liabilities, losses, damages, or expense, including reasonable attorneys' fees, arising out of infringement of any patent, copyright or other intellectual property rights by Subcontractor in connection with Subcontractor's Work, which may be brought against Contractor or Owner, and shall be liable to Contractor for all loss, including all costs, expenses and attorneys' fees, but shall not be responsible for such defense or loss when a particular design, process, product of a particular manufacturer or manufacturers is required by the General Contract Documents unless Subcontractor has reason to believe that a particular design, process or product required by the General Contract Documents may be an infringement of an intellectual property right, and failed to properly notify Contractor of such concern.
- E. To the fullest extent permitted by law, Subcontractor agrees to protect, defend, indemnify, and hold harmless Contractor and its surety from (i) the imposition of any required payments, fines and/or penalties by OSHA or any other government agency and Contractor shall have the right to deduct from the next periodic payment due Subcontractor all OSHA or other governmental payments, fines and/or penalties levied against Contractor and all expenses relating thereto arising out of or in consequence of the work of Subcontractor or any of its sub-subcontractors and (ii) employment or employment practices of Subcontractor or any sub-subcontractor or vendor of Subcontractor, including claims arising out of unlawful discrimination or harassment in violation of **Article 22** and **Article 23** below.
- F. The provisions of this **Article 4** shall survive completion of Subcontractor's Work or the earlier termination of this Subcontract.

ARTICLE 5 — TAXES, LICENSES, PERMITS, AND COMPLIANCE WITH LAWS

- A. Subcontractor shall pay any and all taxes whatsoever levied against Contractor and Subcontractor or either of them on account or as a consequence of any operations conducted under this Subcontract unless further defined in **Exhibit "B" – Subcontract Business Terms** of this Subcontract as not required.
- B. Subcontractor shall comply with Contractor's jobsite procedures and regulations and with all applicable local, State and Federal laws, rules and regulations and shall obtain all licenses and permits required (excluding the general building permit) for all of its Work. Subcontractor shall obtain and pay for all permits and inspections required for its Work and shall furnish any securities or deposits required to permit performance of its Work. Subcontractor shall, to the extent permissible under applicable law, comply with the provisions of any Project Labor Agreement that applies to work on a specific jobsite being performed under the Subcontract, if defined in **Exhibit "C" – Schedule of Work** of this Subcontract. Subcontractor shall pay rates of wages and shall observe hours of work and other economic terms and conditions of employment as required by this Subcontract, the General Contract Documents or required by law.
- C. Subcontractor further warrants that it is familiar with and shall fully comply with, at its own expense, all provisions of the applicable Federal Occupational Safety & Health Act, Equal Employment Opportunity Programs, all Fair Employment Practices Laws, Affirmative Action Programs, Minority Manpower Programs, the Immigration Control and Reform Act of 1986 (IRCA), Workers Compensation Laws, and amendments and related laws, and all other federal, state, municipal, and other laws, regulations, and rulings. Subcontractor agrees, upon request by Contractor, to produce within five (5) days whatever documents or information is required by Contractor to establish Subcontractor's compliance with any applicable federal, state, municipal, or other regulatory laws, ordinances, or regulations.
- D. Subcontractor alone is obligated to provide for the safety of its employees at the job site. Subcontractor agrees to perform the Work in a safe manner, to provide a safe place to work, and to abide by and enforce all applicable federal, state, and local safety laws, rules, or regulations governing the performance of the Work, including but not limited to the requirements of **Exhibit "G" – Project Safety Requirements** to this Subcontract. Subcontractor shall furnish all apparel, materials, equipment, tools, labor, instruction, and supervision necessary for the safety of its employees and its compliance with the applicable safety laws, rules, or regulations. Subcontractor further agrees to cooperate with any other safety programs in effect on the job site. Contractor reserves the right to suspend Subcontractor's Work if, in Contractor's opinion, a safety violation exists.
- E. Subcontractor shall at all times conduct all operations under this Subcontract in a manner to avoid risks of bodily harm to persons, damage to any property and fire. Subcontractor shall be solely responsible to take all precautions necessary and continuously inspect all work, materials and equipment to discover, determine and correct any such conditions which may result in any of the aforementioned risks.
- F. Subcontractor acknowledges that its bid or proposal was submitted in good faith and without collusion or fraud with any other person or entity. Subcontractor represents that it is not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from

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bidding by any local, state, or federal government agency. Subcontractor shall ensure that the requirements of this paragraph pass through to its sub-subcontractors.

ARTICLE 6 — PROSECUTION OF THE WORK

- A. Subcontractor shall supply a sufficient number of skilled workers and ample quantities of approved material and equipment to perform the Subcontract. Subcontractor shall promptly replace and dismiss any worker to whom Contractor, Owner, or Architect objects. Subcontractor shall immediately commence the Work upon notice from Contractor and shall at all times prosecute the Work in complete harmony with the operations and forces of Contractor, including other subcontractors.
- B. Subcontractor shall complete the Work in a first-class manner equal in all respects to the best standards of practice and to the full satisfaction of Owner, Architect, and/or Contractor in strict conformity with the General Contract Documents. Subcontractor shall supervise and direct its Work, and shall cooperate with Contractor in scheduling and performing its Work to avoid conflict, delay in or interference with the work of Contractor, other subcontractors or Owner's own forces. No exclusion or changes from the drawings, specifications or bid instructions contained in the General Contract Documents will be permitted unless submitted in writing and accepted in writing by Contractor.
- C. Unless stated otherwise in **Exhibit "C" – Schedule of Work** or **Exhibit "E" – Project Schedule Requirements**, within five (5) days of executing this Subcontract, Subcontractor shall provide to Contractor a Submittal Log detailing all products and portions of the Work requiring submission of shop drawings, product data, samples and similar submittals and stating lead time for all such products and portions of the Work.
- D. Subcontractor shall promptly submit shop drawings, product data, samples and similar submittals required by the General Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of Contractor or other subcontractors. By submitting shop drawings, product data and samples, Subcontractor thereby represents that it has determined and verified all measurements, field construction criteria, materials, catalog numbers and similar data, and that it has checked and coordinated each shop drawing and sample with the requirements of the Work and of the General Contract Documents.
- E. In addition to shop drawings, catalogs, calculations, samples, etc., specified, Subcontractor shall prepare at its own expense and furnish promptly, whenever requested by Contractor shop drawings, manufacturer's data, templates, schedules, reports, samples or any other data that may be necessary in the opinion of Contractor for distribution among other Subcontractors and to Contractor for the proper prosecution of the Work. Subcontractor shall lay out its own Work and be responsible for the accuracy of same. Subcontractor shall exercise the utmost diligence to obtain all drawings, details, and information necessary to perform its Work and, if at any time, drawings or information have not been furnished, Subcontractor shall promptly inform Contractor in writing as to what drawings or information are required to expeditiously complete the Work. Subcontractor shall, before proceeding with any affected part of the Work, call to Contractor's attention in writing any errors in or inconsistencies between or in any of the Contract Documents and any other condition which will adversely affect its Work.
- F. Suspension of work hereunder, for any unexcused cause, by Subcontractor for a period of more than forty-eight (48) hours, Sundays and holidays excepted, without prior written permission of Contractor, shall be deemed an abandonment of performance and shall be grounds for termination by Contractor upon twenty-four (24) hour notice.
- G. Subcontractor shall cooperate fully with the other Subcontractors employed on the Work and shall so plan and conduct the Work, in accordance with Contractor's Project Schedule (as further defined in **Exhibit "E" – Project Schedule Requirements**), to be performed hereunder as not to interfere with their operations or with those of Contractor. Subcontractor shall direct all communications on the Project to Contractor and will not communicate directly with Owner, Architect, or their agents.
- H. Contractor expressly reserves the right to determine the order and sequence of all work, including the Work, and phases thereof as herein provided for. Subcontractor agrees that its sole remedy for additional time and money on account of the order and sequence which is directed by Contractor shall be to recover additional compensation and a time extension only if and only to the extent Contractor is able to recover same from Owner.
- I. Subcontractor agrees that Contractor, Owner and the Architect will each have the authority to reject Work which does not conform to the General Contract Documents. The Architect's decisions on matters relating to aesthetic effect shall be final and binding on Subcontractor unless stated otherwise in the General Contract Documents.
- J. Subcontractor shall cooperate with Contractor, other subcontractors and Owner's own forces whose work might interfere with Subcontractor's Work. Subcontractor shall participate in the preparation of coordination drawings or the like in areas of congestion, specifically noting and advising Contractor of potential conflicts between the Work of Subcontractor and the work of Contractor, other subcontractors or Owner's own forces.
- K. Subcontractor shall furnish (i) a competent English-speaking superintendent or foreman at the jobsite (who shall be subject to the approval of Contractor) to supervise the Work and (ii) a competent English-speaking project manager. Subcontractor shall, upon execution of this Subcontract, designate in writing an official representative of Subcontractor, who shall have full authority to act on any and all matters pertaining to the execution of this Subcontract and whose acts will be binding upon Subcontractor.
- L. Subcontractor shall not further subcontract its Work without written consent of Contractor. With respect to any Work that is further subcontracted by Subcontractor, and any supply agreements entered into by Subcontractor, all conditions of this Subcontract applying to Subcontractor shall be incorporated by reference into any sub-subcontract and supply agreement including, but not limited to, insurance requirements, plans, specifications, safety, indemnification, etc. and the sub-subcontractor and supplier shall assume towards Subcontractor all of the obligations and responsibilities which Subcontractor by the General Contract Documents assumes toward Contractor and Owner. In addition, each sub-subcontract and supply agreement shall contain a provision under which each sub-subcontractor and supplier consents to the assignment of all Subcontractor's rights under the sub-subcontract or supply agreement to Contractor if it so elects in writing.
- M. Contractor may at any time by written order make changes in, additions to or deductions from the Work to be performed under this Subcontract and Subcontractor shall promptly proceed with the performance of the Work as so changed. For changes directed by Contractor, Subcontractor

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shall be entitled to an equitable adjustment in the Subcontract price based on actual net direct costs incurred plus an allowance for overhead and profit as set forth in **Exhibit “D” – Subcontract Pricing**, provided, however, as a condition precedent to any equitable adjustment Subcontractor must provide written notice to Contractor prior to commencing such changed Work. ANY CLAIM BY SUBCONTRACTOR FOR AN INCREASE IN THE SUBCONTRACT PRICE DUE TO CHANGES ORDERED BY CONTRACTOR AND/OR OWNER AND/OR CHANGED CONDITIONS MUST BE SUBMITTED IN A TIMELY MANNER (PER **ARTICLE 10 (A)** BELOW) OR SUCH CLAIM SHALL BE WAIVED. UNDER NO CIRCUMSTANCES SHALL SUBCONTRACTOR COMMENCE WORK IT CONSIDERS TO BE EXTRA OR A CHANGE PRIOR TO WRITTEN NOTICE TO CONTRACTOR AND RECEIPT OF WRITTEN DIRECTION TO PROCEED FROM CONTRACTOR. SUCH NOTICE SHALL INCLUDE A DESCRIPTION OF THE CLAIMED EXTRA WORK AND PROJECTED PRICE AND SCHEDULE IMPACT. SUBCONTRACTOR WAIVES THE RIGHT TO PAYMENT FOR WORK PERFORMED IN VIOLATION OF THIS PROVISION.

- N. Subcontractor hereby acknowledges and agrees that upon receipt from Contractor of a notification of a Change Order Request, Subcontractor will respond no later than seven (7) calendar days from the receipt thereof (unless a different time is stated in **Exhibit “C” – Schedule of Work**) in writing as to the effect on the Subcontract Price and/or Project Schedule Requirements of said Change Order Request, and will provide an adequate breakdown, which should include full and complete detailed information to substantiate the effect. If Subcontractor fails to provide an adequate breakdown to the satisfaction of Contractor, Subcontractor must resubmit via the form provided by Contractor on the Procure site. Should Subcontractor fail to respond within such seven (7) calendar days (or a different time as stated in **Exhibit “C” – Schedule of Work**), Contractor shall determine the cost and schedule impacts, if any, unilaterally and amend the Subcontract accordingly.
- O. If at any time Subcontractor’s actual progress is inadequate to meet the requirements of this Subcontract due to causes within Subcontractor’s control, Contractor may notify Subcontractor who shall then provide a written recovery plan and take such steps required to improve its progress. If within a reasonable period as determined by Contractor (but in any event within three (3) business days), Subcontractor does not provide a written recovery plan and improve its performance to meet the Project Schedule Requirements set forth in **Exhibit “E” – Project Schedule Requirements** as they have been adjusted by Contractor, Contractor may require an increase in Subcontractor’s labor force, number of shifts, overtime operations, or weekend work, all without additional cost to Contractor. Neither such notice, nor Contractor’s failure to issue such notice, shall relieve Subcontractor of its obligation to achieve the quality of Work and the rate of progress required by this Subcontract. Project float provided for in the project schedule is for the exclusive use of Contractor and Contractor may backcharge Subcontractor for damages suffered by Contractor to the extent caused by a delay of Subcontractor in the performance of this Subcontract.
- P. If Subcontractor determines that any previous work required to be performed under the General Contract Documents or any portion of work on which Subcontractor’s Work is dependent is not in accordance with the General Contract Documents, Subcontractor shall, prior to commencing that portion of the Work, promptly notify Contractor in writing. Commencement of the Work in a particular area will be acknowledged as acceptance of the surfaces and conditions within that particular area and any further preparation, cleaning or maintaining of the area after acceptance will be Subcontractor’s responsibility.
- Q. Provided Subcontractor has been paid undisputed amounts due, Subcontractor hereby agrees to defend, indemnify and hold harmless Contractor, Owner and any applicable sureties from and against any laborer’s, materialmen’s, supplier’s, or other similar lien or bond claim filed or asserted by Subcontractor or any of its sub-subcontractors, materialmen or suppliers (of any tier) in connection with the Work. In the event such lien or bond claim is filed, Subcontractor shall, upon forty-eight (48) hours’ written notice, cause such lien or bond claim to be released and discharged, or file a bond to secure discharge of such lien or bond claim. In the event that Subcontractor shall fail to do so, Contractor shall have the right to withhold and/or pay to the third-party all sums necessary to obtain the release of such lien or claim and discharge or to file a bond in lieu of such lien (including reasonable attorneys’ fees, bond or other premiums and costs). Contractor shall have the right to deduct all amounts so incurred from the Subcontract Price.
- R. Subcontractor warrants and shall ensure that all construction tools, equipment, temporary facilities and other items used by Subcontractor in accomplishing its Work, whether purchased, rented or otherwise provided by or to Subcontractor, are in a safe, sound and good condition and capable of performing the functions for which they are intended and are maintained in conformance with applicable laws, regulations, emissions standards, manufacturer’s recommendations and good engineering practice.
- S. It is understood and agreed that the Work provided for in the Subcontract constitutes only a part of the work being performed on this Project for Owner by Contractor and other subcontractors. Subcontractor therefore agrees to perform the Work called for in the Subcontract in such a manner that he will not injure or damage any other work performed by Contractor or any other subcontractor, and Subcontractor further agrees to furnish reasonable protection for its own work-in-place and all materials stored on-site for use under the Subcontract, and to bear and be solely liable for all loss and/or damage of any kind to or in connection with said Work and materials prior to the final completion and acceptance thereof, unless said loss or damage is caused by the sole negligence of Contractor; and to pay or reimburse Contractor on account of any damage or injury to the work or property of Owner, Contractor and other subcontractors caused by or arising from the performance of its Work as provided in the Subcontract, including the cost of replacing, repairing, refinishing or restoring any work damaged, removed or displaced in the course of correcting or repairing work or replacing materials hereunder which are rejected by Owner or Architect or which are deemed to be at variance with the requirements of the Subcontract.
- T. Subcontractor shall make a careful analysis and comparison of the drawings, specifications, and other documents listed in **Exhibit “C” – Schedule of Work** and **Exhibit “F” – Schedule of Document**. Prior to starting its Work, Subcontractor shall conduct a visual inspection of the Project site to become familiar with local conditions and to correlate site observations with such documents. Should Subcontractor discover any errors, inconsistencies, or omissions in such documents or between the documents and the actual conditions, Subcontractor shall report such discoveries to Contractor in writing within three (3) business days. Contractor may then instruct Subcontractor as to the temporary or permanent measures to be taken, and Subcontractor shall comply with such instructions. If Subcontractor performs Work contrary to any applicable laws, statutes, ordinances, building codes, rules, or regulations, without notice to Contractor and advance approval by appropriate authorities, including Contractor, Subcontractor shall assume appropriate responsibility for such Work and shall bear all associated costs, charges, fees, and expenses. Nothing contained herein shall relieve Subcontractor of responsibility for its own errors, inconsistencies, or omissions.

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ARTICLE 7 — PROTECTION OF PUBLIC AND OF PROPERTY

- A. Subcontractor shall at its own expense:
- 1) Protect from injury all property and persons which may be affected by its operations hereunder and shall be fully responsible for all damages or expense to any person or any property arising from or in consequence of any act or omission of Subcontractor under this Subcontract.
 - 2) Protect all Work performed by it hereunder until the satisfactory completion and acceptance of each operation or phase of the Work.
 - 3) Protect all adjacent work or materials provided by others, from any damage occurring directly from the completion of the Work of this Subcontract or any damage caused by the negligent acts of any employees employed by this Subcontractor.
- B. To the extent that Subcontractor manufactures, processes, uses or stores toxic or hazardous substances at the Project Site, it must comply with the Massachusetts Right-To-Know-Law M.G.L c. 111F and the rules and regulations promulgated pursuant thereto ("Right-To-Know Law") and any other similar laws in states other than Massachusetts. For purposes of the Right-To-Know-Law, Subcontractor is deemed to control that space where the Work is performed ("Work Area"). With respect to its Work Area, Subcontractor shall assume responsibility for compliance with the Right-To-Know-Law. Since Subcontractor's Work Area is one among many at the Project site, Subcontractor shall also coordinate the implementation of the Right-To-Know-Law with Contractor and any other subcontractor(s) whose employees may be exposed to a toxic or hazardous substance, which Subcontractor is using in its Work Area.
- C. To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold Contractor and Owner harmless for any liabilities, damages or claims, including reasonable attorneys' fees, for any discharge, dispersals, release or seepage of hazardous materials into the environment while owned by or while under the custody or control of Subcontractor.

ARTICLE 8 — MEASUREMENT AND PAYMENT

- A. **EXCLUSIVE PROVISIONS FOR PROJECTS SUBJECT TO MASSACHUSETTS PROMPT PAY LAW: M.G.L. c. 149, §29E (General Contract >\$3,000,000)**
- 1) **Progress Payments**
 - a) Prior to submission of the first application for payment, Subcontractor shall deliver to Contractor, for review and approval, a detailed breakdown of the Subcontract Price showing a Schedule of Values for the various parts of the Work. Once accepted, this Schedule of Values will be used as a basis for payment of Subcontractor's monthly requisition, unless the General Contract Documents provide another basis for the determination of the periodic payments.
 - b) Based upon applications for payment submitted to Contractor by Subcontractor, corresponding to applications for payment submitted by Contractor to Owner and/or Architect and certificates for payment issued by the Architect, Contractor shall make progress payments on account of the Subcontract Price to Subcontractor as provided below and elsewhere in the Subcontract Documents.
 - c) The period covered by each application for payment shall be one (1) calendar month ending on the last day of the month or as further defined in **Exhibit "D" – Subcontract Pricing**. Subcontractor represents and warrants with each requisition that all applicable payroll taxes and other withholding assessments have been paid, and that all employees have been properly classified for workers' compensation insurance purposes, and that the appropriate premiums have been paid to its insurance carrier. Subcontractor is an independent contractor and Contractor shall have no obligation with respect to payroll taxes, workers' compensation insurance, union benefits and other assessments.
 - d) Subcontractor's application for payment shall be submitted not sooner than the 20th of the month and not later than the 25th day of the month within which the Work was completed; provided that the first application for payment may be for a period that is up to forty-four (44) days in the event that the Work commenced within the last fourteen (14) days before the start of the of the first full calendar month after commencement of the Work. Any application for payment not received within the time period set forth herein shall be rejected as untimely and Subcontractor shall not be entitled to submit an application for payment until the following month. Subcontractor may not submit more than one (1) application for payment in any thirty (30) day period. Any extra application for payment submitted within such thirty (30) day period shall be deemed null and void and Contractor shall have no obligation to respond to such extra application for payment.
 - e) Provided an application for payment is received by Contractor not later than the 25th day of a month, and subject to the approval of Contractor, Architect and/or Owner, Contractor shall include Subcontractor's Work covered by that application in the next application for payment which Contractor is entitled to submit. Unless the Project is enrolled for payment by Textura™ as provided in **Exhibit "D" – Subcontract Pricing** all original signed and notarized requisitions should be mailed to Contractor's office: 72 Sumner St., Milford, MA 01757. Provided that an application for payment is received by Contractor not later than the 25th day of a month, Contractor shall have twenty-two (22) days from timely receipt thereof to approve, reject, or approve in part and reject in part such application for payment. Any rejection or rejection in part shall be made by Contractor and/or Architect and/or Owner or other party as allowed by the General Contract Documents, in writing and shall include an explanation of the factual and contractual basis for the rejection or rejection in part and shall be certified as made in good faith. A rejection or rejection in part of an application for payment shall be subject to the dispute resolution procedures of this Subcontract and/or the General Contract Documents as appropriate. An application for payment that is neither approved nor rejected nor approved in part and rejected in part shall be deemed to be approved unless it is rejected before payment is due as provided in subparagraph (h) below, in which case any prior deemed acceptance due to the passage of time alone shall be null and void and of no effect whatsoever. Neither Contractor's submission of Subcontractor's application for payment to Owner nor the inclusion by Contractor of amounts claimed due by Subcontractor in any application for payment submitted by Contractor to Owner shall constitute or be deemed acceptance of Subcontractor's Work, either in whole or in part.

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- f) If an application for payment is received after the application date fixed above, Subcontractor's Work covered by it shall be included by Contractor in the next application for payment submitted to the Architect, subject to review and approval of amounts claimed due.
 - g) Before issuance of each progress payment, Subcontractor shall submit evidence satisfactory to Contractor that all payrolls, bills for materials, equipment and subcontractors and all known indebtedness connected with Subcontractor's Work have been satisfied.
 - h) To the extent that an application for a progress payment is approved as provided above, Contractor shall include Subcontractor's Work covered by that application in the next application for payment which Contractor is entitled to submit to Owner and/or Architect or as otherwise provided in the General Contract Documents. Contractor shall pay Subcontractor within seven (7) days of receipt of funds from Owner but in any event not later than forty-five (45) days after approval of Subcontractor's application for payment, subject to the condition precedent set forth in **Article 8 (A)(3)** below when applicable.
- 2) **Final Payment**
- a) Subject to the conditions precedent set forth in the next subsection and the terms of **Exhibit "D" – Subcontract Pricing** attached, if applicable, final payment constituting the entire unpaid balance of the Subcontract Price, including retainage, shall be made by Contractor to Subcontractor when Subcontractor's Work is fully performed in accordance with the requirements of the Subcontract Documents, the Architect has issued a certificate for payment covering Subcontractor's completed Work and Contractor has received payment from Owner.
 - b) See additional requirements applicable to all Projects set forth in **Article 8 (C)** below.
- 3) **Condition Precedent to Progress Payments and/or Final Payment**
- a) In each instance, and to the fullest extent allowed by law in the jurisdiction where the Project lies, Contractor's obligation to make progress payments and/or final payment to Subcontractor shall be expressly conditioned upon Contractor's receipt of such payment by Owner and no payment shall be due Subcontractor from Contractor, its payment bond surety, or its statutory lien bond surety unless or until, and then only to the extent, Owner has made such payment to Contractor.
 - b) Notwithstanding anything to the contrary set for herein, and in addition to and not in limitation of Contractor's rights and defenses under the prior subparagraph, with respect to progress and/or final payments, receipt of payment from Owner to Contractor shall, in each instance, be an express condition precedent to Contractor's obligation to pay Subcontractor and Subcontractor's right to receive payment from Contractor:
 - i. to the extent of amounts not received by Contractor from Owner because Subcontractor failed to perform in accordance with its obligations under this Subcontract and failed to cure such non-performance within the time required by this Subcontract after receipt of written notice, or
 - ii. to the extent of amounts not received by Contractor from Owner because Owner is or becomes insolvent within ninety (90) days after the date of submission of Subcontractor's application for payment for which payment is sought.
- B. **FOR ANY PROJECTS NOT SUBJECT TO MASSACHUSETTS PROMPT PAY LAW: M.G.L. c. 149, §29E (General Contract <\$3,000,000 or Project not in Massachusetts)**
- 1) **Progress Payments**
- a) Prior to submission of the first application for payment, Subcontractor shall deliver to Contractor, for review and approval, a detailed breakdown of the Subcontract Price showing a Schedule of Values for the various parts of the Work. Once accepted, this Schedule of Values will be used as a basis for payment of Subcontractor's monthly requisition, unless the General Contract Documents provide another basis for the determination of the periodic payments.
 - b) Based upon applications for payment submitted to Contractor by Subcontractor, corresponding to applications for payment submitted by Contractor to Owner and/or Architect and certificates for payment issued by the Architect, Contractor shall make progress payments on account of the Subcontract Price to Subcontractor as provided below and elsewhere in the Subcontract Documents.
 - c) The period covered by each application for payment shall be one (1) calendar month ending on the last day of the month or as further defined in **Exhibit "D" – Subcontract Pricing**. Subcontractor represents and warrants with each requisition that all applicable payroll taxes and other withholding assessments have been paid, and that all employees have been properly classified for workers' compensation insurance purposes, and that the appropriate premiums have been paid to its insurance carrier. Subcontractor is an independent contractor and Contractor shall have no obligation with respect to payroll taxes, workers' compensation insurance union benefits and other assessments.
 - d) Subcontractor's application for payment shall be submitted not sooner than the 20th of the month and not later than the 25th day of the month within which the Work was completed. Any application for payment not received within the time period set forth herein shall be rejected as untimely and Subcontractor shall not be entitled to submit an application for payment until the following month. Subcontractor may not submit more than one application for payment in any thirty (30) day period. Any extra application for payment submitted within such thirty (30) day period shall be deemed null and void and Contractor shall have no obligation to respond to such extra application for payment.
 - e) Provided an original application for payment is received by Contractor not later than the 25th day of a month, and subject to the approval of Contractor, Architect and/or Owner, Contractor shall include Subcontractor's Work covered by that application in the next application for payment which Contractor is entitled to submit. Unless the Project is enrolled for payment by Textura™ as provided in **Exhibit "D" – Subcontract Pricing**, all original signed and notarized requisitions should be mailed to: 72 Sumner St., Milford, MA

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01757. Neither Contractor's submission of Subcontractor's application for payment to Owner nor the inclusion by Contractor of amounts claimed due by Subcontractor in any application for payment submitted by Contractor to Owner shall constitute or be deemed acceptance of Subcontractor's application for payment, either in whole or in part. Receipt of payments by Contractor from Owner shall in each instance be an express condition precedent to the right of Subcontractor to receive payment from Contractor, its payment bond surety or its statutory lien bond surety. Subcontractor shall not be entitled to progress payments from Contractor, its payment bond surety or its statutory lien bond surety, unless, until and then only to the extent such payment has been received by Contractor from Owner.

- f) If an application for payment is received after the application date fixed above, Subcontractor's Work covered by it shall be included by Contractor in the next application for payment submitted to the Architect subject to review and approval of amounts claimed due.
- g) Before issuance of each progress payment, Subcontractor shall submit evidence satisfactory to Contractor that all payrolls, bills for materials, equipment and subcontractors and all known indebtedness connected with Subcontractor's Work have been satisfied.

2) **Final Payment**

- a) Final payment constituting the entire unpaid balance of the Subcontract Price, including retainage, shall be made by Contractor to Subcontractor when Subcontractor's Work is fully performed in accordance with the requirements of the Subcontract Documents, the Architect has issued a certificate for payment covering Subcontractor's completed Work and Contractor has received payment from Owner.
- b) Notwithstanding anything else set forth in this Subcontract, receipt of final payment by Contractor from Owner shall in each instance be an express condition precedent to the right of Subcontractor to receive final payment from Contractor, its payment bond surety or its statutory lien bond surety. Subcontractor shall not be entitled to final payment from Contractor, its payment bond surety or its statutory lien bond surety, unless, until and then only to the extent such payment has been received by Contractor from Owner.
- c) See additional requirements applicable to all Projects set forth in **Article 8 (C)** below.

C. **MEASUREMENT AND PAYMENT TERMS APPLICABLE TO ALL PROJECTS**

1) **Basis for Rejecting Current Applications for Payment and/or Revising Prior Applications for Payment**

- a) Contractor may withhold approval of an application for payment in whole or in part, to the extent reasonably necessary to protect the interests of Contractor and/or Owner and/or the Architect or as otherwise allowed by the General Contract Documents. Contractor may also withhold its approval or, because of subsequently discovered evidence, may nullify the whole or a part of a previously approved application for payment, to such extent as may be necessary in Contractor's opinion to protect Contractor and/or Owner and/or Architect from loss for which Contractor may be exposed, including but not limited to loss resulting from acts and omissions because of:
 - i. defective Work not remedied;
 - ii. third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to Contractor is provided by Subcontractor;
 - iii. failure of Subcontractor to make payments properly to sub-subcontractors or suppliers or otherwise for labor, materials or equipment;
 - iv. reasonable evidence that the Work cannot be completed for the unpaid balance of the Subcontract Price;
 - v. damage to Contractor, Owner or a separate contractor;
 - vi. reasonable evidence that the Subcontract Work will not be completed within the Contract Time, as defined in the General Contract Documents and/or **Exhibit "E" – Project Schedule Requirements**, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vii. failure to carry out the Work in accordance with the General Contract Documents;
 - viii. failure to provide or maintain insurance coverages required by **Article 3** above; or
 - ix. any other material breach of any term of this Subcontract.
- b) When the above reasons for withholding approval are removed, approval will be made for amounts previously withheld. If Contractor withholds approval for payment for the reason set forth in subparagraph (iii) above, Contractor may, at its sole option, issue joint checks to Subcontractor and to any sub-subcontractor or material or equipment supplier or union benefit fund to whom Subcontractor failed to make payment for Work properly performed or material or equipment suitably delivered. If Contractor makes payments by joint check, Contractor shall notify Subcontractor and Subcontractor will reflect such payment on the next application for payment.

- 2) Subcontractor shall maintain books, records and other compilations of data pertaining to the performance of the Work and the determination of quantities, progress payments and retainage in such detail to properly substantiate payment under this Subcontract. All such records shall be kept for a period of six (6) years or for such longer period as specified in the General Contract Documents. All document retention periods start on the first day after final payment under this Subcontract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting there from, or until the end of the applicable retention period, whichever is later. Contractor shall have the right to examine the books, records, and other compilation of data which pertains to the performance of the Work and the

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determination of quantities, progress payments and retainage and shall have the right to adjust the payments and/or retainage should the books, records and other compilations fail to substantiate such payments. Subcontractor shall have the burden to substantiate the payments.

- 3) No partial payment, or certificate thereof, shall constitute the acceptance or approval by Contractor of the Work or material for which the partial payment is made. No partial payment shall constitute a waiver by Contractor of any right to require fulfillment of the entire scope of the Subcontract. Neither the final payment nor any partial payment, nor any certificate for either, shall constitute acceptance by Contractor of defective work or improper materials or of any element of Subcontractor's performance determined to be at variance with the Subcontract Documents and/or the General Contract Documents as required.
- 4) In the event Subcontractor is either directed to perform extra work or is requesting to perform extra work on a time and material basis, Subcontractor must submit a notification via the Quickbase T&M form/QR code provided by Contractor on the Procore site. Subcontractor shall be responsible for obtaining verification of the time and material work from an authorized representative of Contractor. All slips for time and material work must be delivered to Contractor on the same day that the work is completed. Pricing associated with the slips must be submitted no later than the first work day of the week following the week in which the time and material work was performed or the time required by the General Contract Documents, if sooner.
- 5) In addition to any other conditions precedent set forth in the General Contract Documents for release of retainage and/or final payment, Subcontractor shall execute and deliver to Contractor prior to final payment: (i) a consent of surety (when applicable), (ii) an affidavit listing all sub-subcontractors, materialmen, and union benefits payments (where applicable) and certifying that there are no liens, claims or demands by sub-subcontractors, materialmen, laborers, other employees or third persons, (iii) a certificate from the appropriate state and local taxing authority evidencing payment of all applicable taxes, and (iv) all "deliverables" as defined in M.G.L. c. 149, § 29F(a), including but not limited to as-built drawings, maintenance manuals and warranties necessary or required in connection with the Work. On Projects subject to the Massachusetts Retainage Law, the Schedule of Values shall include a line item for "deliverables" equal to two and one-half percent (2.5%) of the Subcontract Price.
- 6) Subcontractor's acceptance of final payment shall constitute full and final settlement of all obligations of Owner and Contractor to Subcontractor with respect to this Subcontract, except those claims which Subcontractor has specifically reserved in writing, with amounts of each such claim specified. Failure to specify the amount of any claim so reserved shall constitute a waiver of such claim.
- 7) Every progress application for payment submitted by Subcontractor shall include an executed Subcontractor Progress Release of Lien in the form attached as **Exhibit "L-1"** and the application for final payment shall include an executed Subcontractor Final Release of Lien in the form attached as **Exhibit "L-2."** An executed waiver form delivered by Subcontractor to Contractor via email in portable document format (.pdf) shall be deemed an original for all purposes. However, Contractor may, in its discretion, notify Subcontractor in any circumstance that it will require authentication of any electronic transmissions or require that Subcontractor deliver original documents prior to acceptance of applications for payments, lien waivers, or other documents contemplated herein.

ARTICLE 9 — DELAY

- A. Subcontractor shall have no claim for damages for delays, hindrances, interference, and obstructions to its Work, or other such events no matter how or by whom caused. In case of such delays, hindrances, interference, or obstructions not due in any part to Subcontractor's fault, Subcontractor shall be entitled only to such extension of time of performance as may be allowed by Contractor provided that Subcontractor has given written notice within five (5) days of the commencement of the delay in form and substance required by the General Contract Documents (unless the General Contract Documents require notice sooner).

ARTICLE 10 — CLAIM OF SUBCONTRACTOR

- A. Subcontractor may make claim for the additional direct extra costs of labor and material incurred due to an increase in the scope of its Work due to changes or modifications to General Contract Documents provided it shall have first complied with all the applicable terms and provisions in the General Contract Documents pertaining to submission of claims, changes, and modifications and this **Article 10**. Subcontractor expressly waives all claims for indirect or consequential damages including but not limited to loss of productivity, interference, compression, impact, and unabsorbed home office overhead. Unless the General Contract Documents provide a shorter claim period, all claims by Subcontractor for direct costs of extra work shall be made not later than ten (10) days after the event or condition giving rise to the claim occurs or is first observed (except in the case claims for additional time due to delay which shall be reported within five (5) days as provided in **Article 9** above). In no event shall Contractor become or be liable to Subcontractor on account of any such claims in excess of the amount actually received by Contractor from Owner on account of such claim.
- B. The existence of any dispute, controversy or claim between Contractor and Subcontractor shall not occasion or permit any delay in the prosecution of the Work or claimed extra or other work, and Subcontractor agrees to proceed with its Work and the disputed claimed extra work without delay and without regard to such dispute, controversy or claim or the pendency of any proceeding in relation to the same. In the event Contractor disputes whether any work is in fact extra work or is otherwise the responsibility of Subcontractor, Subcontractor's sole remedy shall be to complete the disputed work and the Work promptly as directed under protest and make claim as provided elsewhere in this Subcontract and in accordance with the General Contract Documents when applicable. Failure of Subcontractor to comply with the provisions of this paragraph of the Subcontract shall constitute a material breach of the same with all the remedies to Contractor provided for in **Article 14** of these Subcontract General Conditions.
- C. ANY CLAIM BY SUBCONTRACTOR FOR AN INCREASE IN THE SUBCONTRACT PRICE DUE TO CHANGES ORDERED BY CONTRACTOR AND/OR OWNER AND/OR CHANGED CONDITIONS MUST BE SUBMITTED IN A TIMELY MANNER (PER **ARTICLE 10 (A)**) OR SUCH CLAIM SHALL BE WAIVED. UNDER NO CIRCUMSTANCES SHALL SUBCONTRACTOR COMMENCE WORK IT CONSIDERS TO BE EXTRA OR A CHANGE PRIOR TO WRITTEN NOTICE TO CONTRACTOR AND RECEIPT OF WRITTEN DIRECTION TO PROCEED FROM CONTRACTOR. SUCH NOTICE SHALL INCLUDE A DESCRIPTION OF THE CLAIMED EXTRA WORK AND PROJECTED PRICE AND SCHEDULE IMPACT. STRICT COMPLIANCE WITH THE REQUIREMENTS OF THIS ARTICLE SHALL BE AN EXPRESS CONDITION PRECEDENT TO ANY ACTION OR PROCEEDING COMMENCED BY

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SUBCONTRACTOR AGAINST CONTRACTOR FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS SUBCONTRACT.

ARTICLE 11 — CLAIMS AGAINST SUBCONTRACTOR

- A. Subcontractor shall promptly pay or discharge all bills, obligations, liens, and charges incurred in connection with the prosecution of any of its Work hereunder and shall, to the extent permitted by law, promptly take all necessary steps to hold Contractor fully harmless and indemnified from any cost, attorneys' fees, loss, or damage arising therefrom. Any such costs paid by Contractor on behalf of Subcontractor shall be deducted from sums due Subcontractor hereunder.
- B. Contractor may, in its sole discretion, issue joint, multi-party or direct checks to any lower tier subcontractor or supplier without incurring any contractual obligation to the lower tier subcontractor or supplier for unpaid invoices.
- C. Immediately upon request from Contractor, Subcontractor will provide a listing will all backup documentation of all sub-subcontractors and suppliers with contract amounts.
- D. Nothing in this Article is intended to limit Contractor's right and remedies under this Subcontract, the General Contract Documents, or as provided by law and/or equity.

ARTICLE 12 — SUPPLEMENTAL DOCUMENTATION REQUIREMENTS

- A. Subcontractor shall, on request of Contractor, furnish certified payrolls, certified materials' certificates, documentation required by State or Federal Wage and Hour Laws, Prevailing Wage Laws, Equal Employment Opportunity and Affirmative Action programs or environmental protection laws and rules of the federal and state government or such further documentation as may be required by Contractor to establish that Subcontractor has kept current in its payments to sub-subcontractors, material suppliers, workers, governmental agencies, or labor organizations and otherwise complied with all General Contract Documents. Contractor shall have the right to interview and question Subcontractor's employees in order to establish compliance regarding worker classification, payment of wages, prevailing wages, safety protection and/or instruction, as EEO and Affirmative Action verification, and any other legal or regulatory requirement. Any payments due to Subcontractor may be retained by Contractor to assure Subcontractor's compliance with the provisions of this Article.

ARTICLE 13 — ASSIGNMENT

- A. Neither this Subcontract nor any of the funds due or becoming due hereunder may be assigned or sublet by Subcontractor without the prior written consent of Contractor.
- B. Contractor may assign the Subcontract. Subcontractor hereby consents to such assignment and agrees to be bound to the assignee, by the terms of the Subcontract. Subcontractor further agrees to be bound by any assignment of subcontract provisions of the General Contract Documents.

ARTICLE 14 — REMEDIES OF CONTRACTOR

- A. Subcontractor stipulates and agrees that each of the terms, conditions and covenants set forth herein constitutes a material condition of this Subcontract. In the event of any material breach by Subcontractor of any condition of this Subcontract or of the General Contract Documents Contractor may, after providing Subcontractor written notice of the breach or breaches by email and Subcontractor's failure to cure said breach or breaches within seventy-two (72) hours from the date of such written notice (or, in the case of abandonment, twenty-four (24) hours' notice as provided in **Article 6 (F)** above), deem Subcontractor in default and, in addition to all other remedies available under the law:
 - 1) Complete Subcontractor's Work or supplement Subcontractor's forces at Subcontractor's expense and, in any event, deduct from any payment otherwise due or becoming due all sums chargeable to Subcontractor and damages due to such breach; and/or
 - 2) Withhold further payments otherwise due or becoming due Subcontractor; and/or
 - 3) Terminate the Subcontract for default; and/or
 - 4) Take any other steps Contractor deems necessary to cure any default by Subcontractor and deduct any cost incurred by Contractor in so proceeding to from amounts due or to become due to Subcontractor.
 - 5) In any case, Subcontractor shall be liable to Contractor for all costs Contractor incurs as a result of Subcontractor's failure to perform this Subcontract in accordance with its terms. Subcontractor's failure to perform shall include the failure of its suppliers and/or sub-subcontractors of any tier to perform. Subcontractor's liabilities shall include, but not be limited to: (i) damages and other delay costs payable by Contractor to Owner (including but not limited to that portion of any liquidated or other delay damages assessed by Owner against Contractor due to the fault or neglect of Subcontractor); (ii) Contractor's costs to complete Subcontractor's Work and any increased costs of performance, such as extended general conditions and other increased costs resulting from Subcontractor-caused delays or improper Work (plus overhead markup of fifteen percent (15%)); (iii) warranty and re-work costs (plus overhead markup of fifteen percent (15%)); (iv) liability to third-parties; (v) attorneys' fees and related costs incurred by Contractor in any proceeding against Subcontractor or its sureties to enforce any of Contractor's rights as provided herein; and (vi) costs of compliance, expense and damages, including but not limited to fines and penalties assessed against Contractor incurred as a result of violations of safety or any other laws rules, codes or relations by Subcontractor. Any supplementation of Subcontractor's work force with labor engaged directly by Contractor for the benefit of Subcontractor shall not relieve Subcontractor from its responsibilities under this Agreement or under permits or licenses applicable to Subcontractor's Work.
- B. Upon a termination for default, Contractor may take immediate possession of all equipment, materials, tools, and appliances at the site or sites of the Subcontract Work and may complete said Work either with its own forces or by the employment of any other person, firm, or corporation. No further payment shall be or become due Subcontractor following such termination for default. When the Work is wholly completed,

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Subcontractor shall pay Contractor all costs of completing the Work and all damages of every kind or nature caused by said termination less the amount of any balances due Subcontractor.

- C. In the event Contractor is a party to any legal proceeding on account of any acts or conduct of Subcontractor, Subcontractor agrees to pay Contractor all reasonable expenses including attorneys' fees incurred in connection with the legal proceeding.
- D. This Subcontract may be terminated by Contractor if Subcontractor is not approved by Owner as Subcontractor for the Work described herein if such approval is required by Owner. Subcontractor shall not be entitled to any payments in the event of such termination.
- E. Any sum or sums chargeable to Subcontractor under any provision of this Subcontract (except to the extent of personal injury or other damages covered by Subcontractor's insurance where Subcontractor's insurer acknowledges coverage and assumes all liability without reservation) may, at the election of Contractor, be deducted from any payments otherwise due or to become due to Subcontractor under this or any other subcontract between Contractor (including any subsidiary or affiliate of Contractor, any entity which is at least fifty percent (50%) owned or controlled by the owners of Contractor, or any joint venture in which Contractor or any of the foregoing is a venturer) and Subcontractor (including any subsidiary or affiliate of Subcontractor, any entity which is at least fifty percent (50%) owned or controlled by the owners of Subcontractor or any joint venture in which Subcontractor or any of the foregoing is a venturer) with any remaining amounts due to Contractor to be paid by Subcontractor, or Contractor may sue Subcontractor (and its surety) and recover damages.
- F. In the event that Subcontractor becomes insolvent, or is adjudged a bankrupt, or files for protection under Chapters 7 or 11 of the Bankruptcy Act, or makes an assignment for the benefit of creditors or if a Receiver is appointed to administer its affairs or it becomes otherwise disabled from performing this Subcontract in accordance with its terms, Contractor may immediately terminate this Subcontract by written notice to Subcontractor.

ARTICLE 15 — CONVENIENCE TERMINATION

- A. Contractor may notify Subcontractor to discontinue the Work or any part thereof for the convenience of Contractor. Such notice shall be given to Subcontractor in writing, and, thereupon, Subcontractor shall discontinue such Work or such part thereof as Contractor so designates.
- B. If, following a termination of Contractor by Owner, Contractor notifies Subcontractor to discontinue the Work, or any part thereof, Contractor shall pay and Subcontractor shall accept, as full payment for all Work done and materials provided, the amount of compensation actually received by Contractor from Owner on account of the Work actually completed by Subcontractor subject to any claims of Contractor against Subcontractor.
- C. If, in the absence of a termination of Contractor by Owner, Contractor notifies Subcontractor to discontinue the Work, or any part hereof, Contractor shall pay, and Subcontractor shall accept as full payment for all Work done and materials provided, the following sums:
 - 1) For all completed items of work for which there are unit prices provided in the Contract, the Contract unit prices as specified in **Article 1** or in the Schedules to this Subcontract.
 - 2) For all unpaid work on completed or partially-completed items, an amount based on the percentage of completion of Subcontractor's Work actually achieved and accepted, including approved change orders and all credits due Contractor. Any dispute between Contractor and Subcontractor regarding the amount properly due Subcontractor on a termination for convenience shall be subject to the Dispute Resolution provision in **Article 16**. With respect to any disputed work or cost related to a dispute over the amounts due upon a termination for convenience, upon request of Contractor, Subcontractor shall furnish itemized statements of the cost of Work performed and shall give Contractor access to all accounts, bills, payroll records, and vouchers relating thereto.
- D. In the case of a termination for convenience, Subcontractor shall not be paid, and neither Subcontractor nor any entity claiming through Subcontractor, shall have any claim for loss of anticipated profits, for loss of expected reimbursement, or for any increased expenses resulting directly or indirectly from the discontinuance of any or all Work or from unbalanced allocation among any items of this Subcontract relating to overhead expense on the part of Subcontractor or for any other cause. To the extent that Subcontractor has claims for disputed extra work or otherwise, Subcontractor shall make such claims in accordance with those provisions of the General Contract Documents and this Subcontract as are applicable. Nothing in this Article shall be considered a waiver by Contractor of any other provision of the General Contract Documents or this Subcontract or any other defenses pertaining to such claims.
- E. If Subcontractor can establish, or it is otherwise determined that Subcontractor was not in default or that the failure to perform is excusable (*i.e.*, arose out of causes beyond the control and without the fault or negligence of Subcontractor), the default clauses prescribed in **Article 14** and herein provide that a termination for default will be considered to have been a termination for the convenience of Contractor and, therefore, in such circumstances, the rights and obligations of the parties are governed according to this **Article 15**.

ARTICLE 16 — DISPUTE RESOLUTION

- A. Subcontractor agrees to be bound by and to strictly adhere to the requirements of any provisions in the General Contract Documents relating to notice, submission, processing, and resolution of claims or disputes. Compliance with these provisions shall be an express condition precedent to Subcontractor's right to make a claim against Contractor. Notwithstanding the foregoing and in consideration of \$10.00 included in the Subcontract Price, the receipt of which is hereby acknowledged, any and all claims or disputes arising out of or relating to this Subcontract or breach thereof shall be decided, at the sole option of Contractor, either by submission to (i) arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association or (ii) judicial decision by the Superior Court in the Commonwealth of Massachusetts sitting in Boston or the United States District Court for the District of Massachusetts, Subcontractor hereby agreeing to both jurisdiction and venue of same; provided, however, the determination by Owner, the Architect, or any Court, Board of Arbitration, or other tribunal pursuant to the provisions of the General Contract Documents with respect to any dispute or claim relating to this Subcontract or the Work performed or to be performed hereunder shall be binding upon Subcontractor, and Subcontractor agrees to accept such determination, provided Subcontractor shall have been given reasonable notice of such dispute, proceeding, or litigation and opportunity to defend or present claims. Accordingly, at the sole option of Contractor, Subcontractor agrees that any action under any bond, including but not limited to actions

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under the Miller Act, 40 U.S.C. §270a *et seq.* or similar state law to bring a civil action against Contractor and/or its surety with respect to such matters as involve common issues of law and fact regarding the positions and interests of Owner shall be stayed until the conclusion of Contractor's dispute with Owner. Subcontractor shall be bound by any findings or decisions in such proceedings. At the sole option of Contractor, any legal proceeding with Subcontractor shall be consolidated with any other legal proceeding relating to the work under the General Contract. THE PARTIES EXPRESSLY AGREE TO WAIVE ALL RIGHTS TO TRIAL BY JURY. IN THE EVENT THAT CONTRACTOR EXERCISES THE OPTION TO HAVE A DISPUTE RESOLVED IN COURT, SUCH CASE SHALL BE HEARD BY A JUDGE, JURY-WAIVED.

- B. In any dispute resolution process involving Contractor's surety, Contractor's surety shall have and shall be entitled to raise any and all defenses available to Contractor under this Subcontract or at law.
- C. Contractor and Subcontractor agree that for all disputes under this Subcontract, responsible persons selected by each party will meet in good faith (including exchange of all necessary documentation) to resolve the issue between them within fifteen (15) days of the written request of either party. The parties further agree that, as a condition precedent to instituting legal action against each other or their sureties, at the sole option of Contractor, they shall participate in non-binding mediation in Boston, Massachusetts pursuant to the Construction Industry Mediation Rules of the American Arbitration Association.

ARTICLE 17 — INTELLECTUAL PROPERTY AND DATA SECURITY

- A. Subcontractor shall use the General Contract Documents provided in connection with this Subcontract only for the purposes of fulfilling the requirements of this Subcontract and shall not disclose such documents or their contents or any information pertaining to Contractor, Contractor's surety, Owner, and any other entity or individual as required by this Subcontract or by the General Contract Documents or Contractor's affairs to any person, firm or corporation other than as needed to fulfill this Subcontract. Subcontractor shall, upon Contractor's request or upon completion of the Subcontract, promptly return all General Contract Documents to Contractor to the extent required by the General Contract Documents.
- B. Subcontractor represents and warrants to Contractor that it has adequate corporate safeguards, systems, procedures and policies in place to protect Contractor and Owner from and against any security and privacy liability (including but not limited to, privacy violations, information theft, intentional and/or unintentional release of private information, and alteration of electronic information), network security, media liability, business interruption and extra expense, crisis-management expenses (including but not limited to, notification expenses, public relations, reputational damage, forensic investigations, and credit monitoring expenses) and cyber extortion (collectively, "Cyber Liability") in relation to the Work. To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless Contractor and Owner, and any other parties so required by the General Contract Documents as an "additional insured", from and against any and all claims, damages, liabilities, losses, and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, liability, loss or expense is attributable to Cyber Liability, and caused in whole or in part by any actual or alleged act or omission of Subcontractor or anyone directly or indirectly retained or engaged by it or anyone for whose acts it may be liable.

ARTICLE 18 — WARRANTY/THIRD PARTY BENEFICIARIES

- A. Subcontractor shall strictly comply with all warranty requirements of the General Contract Documents applicable to the Work. In addition, Subcontractor warrants to Owner, Contractor, and Architect that materials and equipment furnished under this Subcontract will be of good quality and new unless otherwise required or permitted by the General Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the General Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the General Contract Documents.
- B. Subcontractor further agrees to furnish any special warranties in accordance with the General Contract Documents for the Subcontract Work as a condition precedent to final payment.
- C. Unless the General Contract Documents have more stringent requirements, within seven (7) days of receipt by Subcontractor of a written notice of a warranty claim, Subcontractor shall return to the site to respond to a warranty claim, provided that in the event the failure of an item under warranty creates an ongoing or imminent threat to life safety or the damage to physical property, then Subcontractor shall respond in not less than twenty-four (24) hours.
- D. Owner is an intended third-party beneficiary of this Subcontract and any express or implied warranties hereunder.

ARTICLE 19 — LABOR HARMONY

- A. It is understood that Contractor is signatory to collective bargaining agreements with both the Carpenters Union and the Laborer's Union. Other trades will be awarded by Contractor and labor will be employed on the Project without discrimination as to whether employees of any subcontractors are members or non-members of any labor organization and Subcontractor accepts this Subcontract with this understanding. Subcontractor agrees to provide union labor to the extent required by the collective bargaining agreements to which Contractor is signatory (this shall include, but not be limited to, using union Carpenters for metal or composite panels and siding and punched windows) and will work in harmony with all other labor on the Project. There shall be no manifestations on the Project site or adjacent to the Project site of any dispute between any labor organization and Subcontractor. Subcontractor agrees to employ workers, agents, suppliers and subcontractors who will perform the Work under this Subcontract whether or not other workers on the Project are members or non-members of any labor or collective bargaining organization. Should any workers employed by Subcontractor engage in a strike or other work stoppage or cease to work due to picketing or a labor dispute of any kind, said circumstances shall be deemed a failure to perform the Work on the part of Subcontractor subject to the conditions and terms set forth in **Article 14** above.
- B. Should there be a work stoppage or slowdown caused by a strike, picketing, boycott or by a voluntary or involuntary cessation of work by employees of Subcontractor or of any supplier of Subcontractor or of any sub-subcontractor, which in the reasonable judgment of Contractor will cause, or is likely to cause, delay in the progress of construction, then upon forty-eight (48) hours' written notice Contractor shall have the right

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to declare Subcontractor in default of this Subcontract and to take such steps as are necessary to finish the uncompleted portion of Work and all other remedies under **Article 14** above.

ARTICLE 20 — NO WAIVER

- A. No action or failure to act by Owner, Contractor or Architect, shall constitute a waiver of any right or duty afforded any of them under the General Contract Documents, nor shall any such action or failure to act constitute an approval of or acquiescence to any breach under this Subcontract except as may be specifically agreed to in writing by Contractor.

ARTICLE 21 — USE OF ELECTRONIC FILES

- A. As a convenience to Subcontractor, Contractor may provide electronic files, including drawings, specification sections, and other documents, in electronic format to assist Subcontractor in preparing shop drawings and other submittals required for the Work and for preparing as-built or record drawings. If so provided, such electronic files shall be used only as a supplement to previously issued paper General Contract Documents. The furnishing of electronic files does not relieve Subcontractor of its obligation to fully comply with the General Contract Documents, including and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate Subcontractor's Work with that of other trades.
- B. By providing electronic files, Contractor does not convey any license or right, including copyright, in the original documents, or any right to prepare derivative documents.
- C. The use or re-use of any electronic files by Subcontractor or on Subcontractor's behalf shall be at Subcontractor's sole risk and without liability to Contractor. Subcontractor shall indemnify, defend and hold Contractor, its clients, consultants and employees harmless against all damages, liabilities, losses or expenses arising out of or relating to Subcontractor's use of the electronic files furnished through Contractor
- D. Electronic files furnished pursuant to this Article are not General Contract Documents. No representation is made by Contractor as to the accuracy, completeness, or condition of the electronic files that may be furnished pursuant to this **Article 21**, and differences may exist between these files and the paper General Contract Documents due to corruption, viruses, or other anomalies. In the event of a discrepancy, the hard copies of General Contract Documents shall govern. Subcontractor accepts responsibility for any and all loss or damage arising from the copying, loading or use of such electronic data by Subcontractor and agrees to waive any such claims against Contractor.
- E. If during the course of performing the Work Subcontractor transfers electronic files furnished pursuant to this **Article 21** to a third-party, Subcontractor agrees to obtain written confirmation that such third-party agrees to the terms and conditions set forth in this **Article 21** prior to transfer thereof and as a condition of their use.
- F. Subcontractor agrees to execute such other and further documents relating to the use of electronic files as reasonably required by the Architect or Owner.

ARTICLE 22 — NON-DISCRIMINATION

- A. It is Contractor's policy not to discriminate against any employee or applicant for employment because of race, color, religion, gender or gender identity, sexual orientation, age, disability, veterans' status, or national origin. Additionally, it is Contractor's policy to take affirmative action and promote a system which ensures that equal opportunity is the working procedure and end result without discrimination in promotions, raises and layoffs.
- B. Subcontractor acknowledges and will conform to Contractor's policies stated herein. Whenever required by law or contract, Subcontractor will comply with all applicable Federal, State and Local Laws, Rules and Regulations for Equal Employment Opportunity, including but not limited to Executive Order 11246 as amended and the Equal Employment and Affirmative Action clauses of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a) and all other provisions contained within the General Contract Documents.

ARTICLE 23 — POLICY AGAINST EMPLOYEE HARASSMENT AND INTIMIDATION

- A. Contractor's company policy will not tolerate harassment or bias-motivated conduct against any person due to their race, color, religion, gender or gender identity, sexual orientation, age, disability, veteran status or national origin, and will back this policy with appropriate sanctions, including dismissal or individual workers or termination of this Subcontract if necessary. This policy applies to any type of harassment or bias-motivated conduct.
- B. It is illegal and against Contractor's policies for any employee, male or female, to sexually harass another employee by: (i) making unwelcomed sexual advances or requests for sexual favors or other verbal or physical conduct of a sexual nature, a condition of any employee's continued employment, or (ii) making submission to or rejections of such conduct the basis for employment decisions affecting the employee, or (iii) creating and intimidating, hostile or offensive working environment by such conduct.
- C. Each Subcontractor's foreman or supervisor will be held responsible for the prevention of harassment of any employee on the Project site by Subcontractor's employees or sub-subcontractors. Harassment of any employee for any reason on or off the job site is a matter of serious concern. Contractor's policy is to provide a meaningful work experience for all employees. Interference with the policy will result in immediate corrective action. This applies to on-site employees of Contractor, Subcontractor and their suppliers.
- D. Any Subcontractor employee who believes he or she has been the subject of harassment or intimidation should report the alleged act immediately to Contractor's superintendent. An investigation of all complaints will be undertaken immediately under Contractor's standard operating procedure for the investigation of a bias-motivated event at a jobsite, as detailed in the Investigation of Bias-Motivated Event on a Jobsite policy, which is provided by Contractor on the Procore site. Any employee of Subcontractor who has been found by Contractor after appropriate investigation to have harassed another person on the jobsite or engaged in bias-motivated conduct will be subject to appropriate sanctions depending on the circumstances, from a warning, up to and including removal from the jobsite, or referral to law enforcement.

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- E. Contractor recognizes that the question of whether a particular action or incident is a purely personal, social relationship or is harassment, requires a factual determination based on all facts in this matter. Contractor recognizes also that false accusations can have serious effects on innocent individuals. Contractor will not tolerate false reports or intimidation of those making true reports.
- F. All Subcontractor's employees shall act responsibly to establish a pleasant working environment free of discrimination and harassment. Subcontractor acknowledges and shall conform to Contractor's Policy Against Employee Harassment and Intimidations.

ARTICLE 24 — ENTIRE CONTRACT

- A. This Subcontract and the attached exhibits and schedules shall constitute the entire contract between the parties and shall supersede any proposals or agreements and may not be altered or amended in any respect by writing duly executed at the point of change by the parties hereto.

ARTICLE 25 — SEVERABILITY

- A. Any article or provision of this Subcontract, which may be deemed in violation of law, shall not affect in any manner the remaining provisions of this Contract.
- B. This Subcontract is intended to incorporate by reference all applicable provisions of law which by law are required to be incorporated in this Subcontract.

ARTICLE 26 — ELECTRONIC SIGNATURES/PORTABLE DOCUMENT FORMAT VERSIONS AS ORIGINALS

- A. This Subcontract shall be effective as of the date first written above. Scanned copies of this Subcontract as executed, signature pages, executed change orders or modifications, and/or lien waivers delivered via email in portable document format (.pdf) shall be deemed originals for all purposes and the same shall be binding and enforceable. The burden of proof of delivery shall be upon the party initiating the transmission. However, Contractor may, in its discretion, notify Subcontractor in any circumstance that it will require authentication of any electronic transmissions or require that Subcontractor deliver original, wet-signature documents prior to acceptance of this Subcontract, any change orders or modifications hereto, and any applications for payments, lien release forms, or other documents contemplated herein.

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Exhibit “B”
Subcontract Business Terms

Scope-Specific Insurance Requirements. As provided in Article 3 (U) of Exhibit “A” – Subcontract General Conditions, the below provisions apply to this subcontract if checked.

<u>Required if checked</u>	<u>Insurance Requirement</u>
<input type="checkbox"/>	Alternate Employer/Leased Employer Coverage: If Subcontractor leases employees through a labor services company, professional employer organization, or other such company, evidence of insurance must be provided through an Alternate Employer/Leased Employee endorsement naming Contractor, Owner, and Subcontractor on the employment company’s workers’ compensation policy and a waiver of subrogation in favor of Contractor, Owner, and other parties required by the General Contract Documents.
<input type="checkbox"/>	Professional Liability Insurance: Subcontractor shall provide professional liability insurance with limits of at least \$2,000,000 per claim/aggregate if Work under this Subcontract includes any professional services, design assist, design-build, stamped drawings, or LEED certification services. Such coverage shall include a prior acts endorsement and shall be maintained for at least six (6) years (or the statutory period of repose under prevailing state law, whichever is longer) after completion of the Work or such longer time as required by the General Contract Documents.
<input type="checkbox"/>	Pollution Liability Insurance: Subcontractors whose Work includes demolition, abatement or remediation of hazardous materials as those terms are defined in federal, state or local law shall provide Pollution Liability Insurance coverage with limits of at least \$5,000,000 per occurrence and \$5,000,000 aggregate ; including coverage for asbestos, lead, and PCBs. If Subcontractor’s scope of Work includes transporting hazardous materials, the policy must extend pollution coverage to the transportation of hazardous materials or pollutants by waste hauling vehicles. If Subcontractor is subject to the Motor Carrier Act of 1980, then the Motor Carrier Act endorsement MCS-90 must be obtained and attached to the policy.
<input type="checkbox"/>	Riggers Liability Insurance: Subcontractor and/or its sub-subcontractors shall carry Riggers Liability Insurance with limits no less than \$1,000,000 per occurrence if Subcontractor’s Work involves moving, lifting, lowering, rigging or hoisting of property or equipment belonging to others. Such insurance shall insure against physical loss or damage to the property or equipment.
<input type="checkbox"/>	Marine and Aircraft Liability Insurance: If Subcontractor’s means and methods for this Project include use of watercraft or aircraft, marine and aircraft liability insurance with limits of at least \$5,000,000 per occurrence , including passenger liability, shall be provided if Subcontractor for any owned, leased, chartered, or hired watercraft or aircraft of any type used in the performance of this Subcontract.
<input type="checkbox"/>	Cyber Risk Liability Insurance: If required, Subcontractor shall provide cyber-risk liability insurance for data breach and unauthorized privacy disclosures with limits of at least \$2,000,000 per claim/aggregate and coverage equivalent or superior to ISO form endorsement CG 00 65 (12/07).
<input type="checkbox"/>	Performance and Payment Bonds: Subcontractor shall at its own expense, when required in Exhibit “D” – Subcontract Pricing of this Subcontract, procure and deliver to Contractor separate performance and payment bonds to secure Subcontractor’s obligations under this Subcontract. Said payment and performance bonds shall be in an amount equal to one hundred percent (100%) of the Subcontract Price and in form and from corporate sureties satisfactory to Contractor.
<input type="checkbox"/>	Abuse and Molestation Coverage: If required, Subcontractor shall provide abuse and molestation insurance for abuse of children or vulnerable adults with limits of at least \$500,000 per occurrence and \$1,000,000 aggregate .

No CGL Wrap Up Exclusion. If the Project is enrolled in a CCIP or OCIP program, Subcontractor acknowledges that its commercial general liability policy does not contain any exclusions that would prohibit coverage due to the Project being enrolled in a CCIP or OCIP program. Subcontractor further agrees to ensure that there is no wrap up exclusion under any policy of insurance required which would void its insurance policy from responding. If Subcontractor’s policy does contain a wrap up exclusion, Subcontractor must submit acceptable form CG 21 31 12 19 prior to enrollment into a CCIP or OCIP program. Subcontractor further agrees to provide Contractor with a copy of each wrap up exclusion, if any, which exists under required insurance policies in advance of any on-site Work and, at Contractor’s sole and absolute discretion, may be required to endorse policies of insurance to specifically show that coverage applies separately and on a per project basis to this specific Project.

Disadvantaged Business Enterprise, Small Business Enterprise, Women’s Business Enterprise, Minority Business Enterprise, or Veteran’s Business Enterprise. If Subcontractor is performing Work as a Disadvantaged Business Enterprise, Small Business Enterprise, Women’s Business Enterprise, Minority Business Enterprise, or Veteran’s Business Enterprise and (i) Subcontractor is decertified for any reason or (ii) all or part of the amounts paid to Subcontractor are disallowed by Owner or any governmental agency, then Contractor may immediately terminate this Subcontract under **Articles 14 and/or 15 of Exhibit “A” – Subcontract General Conditions**. If Subcontractor is an “other-than-Small Business Enterprise,” then it shall comply with Subcontractor Utilization Plan requirements to the extent applicable to the Project.

Subcontractor Design Services. Whenever the General Contract Documents specifically require Subcontractor to furnish, as part of its Work, design or engineering services or certifications of any kind, including design included in a building information model if included in the Work, Subcontractor shall cause such services or certifications to be provided by a properly licensed design professional in accordance with the standard of care, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other Submittals prepared by such professional. Contractor shall be entitled to rely upon the adequacy, accuracy, and completeness of such services and such information. Subcontractor shall furnish a certificate of

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insurance from each design professional certifying to professional liability insurance coverage for such design profession in an amount not less than \$2,000,000 or such greater amount as required by the General Contract Documents. To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold Contractor harmless from all claims, damages or losses, including reasonable attorneys' fees, arising out of or related to any errors or omissions in design, or to any claim for infringement or misappropriation of any other person's intellectual property arising out of such design, in addition to any other claims for which indemnification is required hereunder.

Subcontracts on Federal Projects. If the Owner of the Project is the United States or any division of the federal government, in addition to the representations and warranties in **Article 22 (B) of Exhibit "A" – Subcontract General Conditions**, Subcontractor represents and warrants that its information technology systems and other internal systems, policies and procedures are in compliance with NIST 800-171, DFAR Clause 252.204-7012, and any variation of thereof applicable to the specific federal agency for whom the work is being performed as indicated in the General Contract Documents and a current third party Cybersecurity Maturity Model Certification per DFAR Clause 252.204-7021 at the specified level, when required.

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EXHIBIT “C”

Schedule of Work

EXECUTED CONTRACTS, INSURANCE, FEIN – Subcontractors and Vendors will not be authorized to mobilize or remain on site without providing Contractor with: (i) a fully executed Subcontract; (ii) a current Certificate of Insurance or renewal certificate; and (iii) a Federal Employer Identification Number or completed IRS W-9 form.

SCOPE OF WORK – The Scope of the Subcontract Work includes all labor, materials, equipment and supervision required for the completion of all of the **TRADE Work** for the above referenced project in strict accordance with the contract documents listed below.

1. **CONTRACT DOCUMENTS** – All work shall be completed in strict accordance with the below listed specification sections (and the specified related sections), without exception. No deviations from the specifications regarding materials and execution shall be tolerated. Where contradictions occur between drawings and specifications, the more stringent requirement shall apply. The documents are further described in **Exhibit “F” – Schedule of Documents**, a copy of which is attached hereto and made part hereof.
 - A. Agreement between Owner and Contractor, including General Conditions
 - B. Contract Drawings, as prepared by **Architect** dated **date of drawings**.
 - C. Project Specifications, as prepared by **Architect** dated **date of drawings**, including but not limited to the following:
 - 1)
 - D. Addenda as prepared by **Architect**
 - 1)
2. **SCOPE OF WORK** – The Scope of the Subcontract Work also includes, but is not limited to, the following items:
 - A.
3. **ADDITIONAL TRADE-SPECIFIC REQUIREMENTS** – The following items are also included and have been mutually understood and agreed upon:
 - A. **CO-LOCATION**
 - a) Contractor may elect to co-locate the coordination team at the project site for discrete two (2) to three (3) day sessions, up to five (5) times during the coordination process.
 - b) Co-location is defined as the coordination team (subcontractors, Contractor staff, design team designates) working on site in a common space. Subcontractors will actively produce/develop their coordination drawings and coordinate with the other responsible subcontractors to resolve conflicts while on site.
 - c) Each entity will bring their own hardware/software, Contractor will be responsible for providing a common platform/methodology to share files and assist in identifying conflicts.
 - d) The co-located team shall meet daily to plan and monitor the progress of the Work and the work of Contractor and other subcontractors and shall document decisions and questions through the established project processes.
4. **ADDITIONAL PROJECT-SPECIFIC REQUIREMENTS** – The following items are also included and have been mutually understood and agreed upon:
 - A. **Additional Requirements for Protection of Work.** Subcontractor shall provide barricades and warning signs as necessary and as required for the protection of the items described above. Subcontractor shall also provide such police officers, watchmen, and flagmen as may be deemed necessary and shall receive no additional compensation therefore except to the extent that Contractor is reimbursed by Owner for the specific services of each said officer, watchman, or flagman.
 - B. **Advertising Signage.** Subcontractor shall not, without Contractor's and Owner's prior written consent, install or maintain any sign, trademark or advertisement or other identification symbol in or about the Project (including, but not limited to, any tower cranes, man-lifts, or similar equipment, scaffolding, barricades, fencing, etc.). Contractor and Owner shall have the right, at Subcontractor's expense and without notice to Subcontractor, to remove any sign, trademark, advertisement or other identification symbol installed in violation of this paragraph. This shall include, but not be limited to, any signage requested during topping off ceremonies. If placement of any unauthorized signage results in any cost resulting from lost marketing opportunities of the Contractor, Subcontractor shall be responsible for burdening these costs and shall be backcharged accordingly.
 - C. It is mutually understood and agreed that Subcontractor has made a complete and comprehensive review of all of the contract drawings and specifications and has figured into the Subcontract price all Work required to provide complete and proper working systems in accordance with the “intent” of the General Contract Documents.
 - D. Subcontractor shall be responsible for clean-up of trash and debris to Contractor’s dumpsters on a daily basis. If Subcontractor does not comply, Subcontractor will be given one (1) verbal warning and forty-eight (48) hours to correct the situation. Upon such time that Subcontractor does not correct the problem, Subcontractor will be subject to backcharges for the costs associated with Contractor providing subsequent cleaning services.
 - E. It is understood that Consigli recycles excess materials per the Environmental Protection Committee’s recycling attachment (**Exhibit “I”**). Therefore, Subcontractor is responsible for separating waste into designated dumpsters. Any subcontractor that does not comply with this direction will be liable to pay for the dumpster which will be considered mixed use or construction debris per **Exhibit “I.”**

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- F. All Work shall be completed in strict accordance with all governing codes, standards and regulations. All Work shall further conform to the requirements and interpretations of local authorities having jurisdiction over the Project. If authorities having local jurisdiction determine that project documents do not meet current governing codes, standards, and regulations, Subcontractor shall notify General Contractor before commencement or continuation of Work. It shall also be the responsibility of Subcontractor to secure all approvals and permits necessary to proceed with its scope of Work and to obtain all permits necessary for Owner to occupy the facilities for their intended use.
- G. It is mutually understood and agreed that the Subcontract Price includes the cost of all materials and labor, including escalation thereof, required to complete the scope of Work of the Subcontract and any associated price increases for the duration of the Project. **Subcontractor is responsible for escalation in labor and material costs during the period of performance.**
- H. It is mutually understood and agreed that Subcontractor shall provide provisions for protection of the Work of this Subcontract, areas of Work, and adjacent work.
- I. Subcontractor is required to verify all field measurements and verification necessary to complete Work of this Subcontract.
- J. Contractor will provide a list of all Owner utility or service shutdowns required to complete their work within fifteen (15) days of award. List will be compressive and specify each shut down required and not be general in nature. Examples include specific water shutdowns, power shut downs, and any other shutdowns that would impact Owner's operation.
- K. It is mutually understood and agreed that Subcontractor shall provide provisions for all layout as required to complete the Work of this Subcontract from control provided by Contractor.
- L. It is mutually understood and agreed that Subcontractor shall include protection of all materials and equipment supplied by this Subcontractor stored on site.
- M. It is mutually understood and agreed that Subcontractor shall include repair of existing work disturbed as a result of the completion of the Work of this Subcontract.
- N. All costs associated with hook-up to the temporary power panel and/or utility power distribution shall be the responsibility of Subcontractor. In the event that Subcontractor plans on having a trailer located on the Project site, then Subcontractor shall also be responsible for all mobilization costs, demobilization costs, and associated utility and power hook-up costs as well as the removal of any temporary utility and power hook-ups noted above, at the project completion.
- O. It is mutually understood and agreed that Subcontractor shall provide task lighting as required to complete the Work of this Subcontract. Temporary construction lighting within OSHA standards shall be provided by others.
- P. It is mutually understood and agreed that Subcontractor shall provide all offsite storage costs, as required.
- Q. It is mutually understood and agreed that Subcontractor shall provide all submittals, warranties, maintenance manuals, training and other closeout requirements, as specified.
- R. It is mutually understood and agreed that all rejected submittals shall be resubmitted within one (1) week of rejection.
- S. Subcontractor is responsible to issue daily reports to Contractor's Superintendent on a weekly basis.
- T. Subcontractor's onsite Foreman or Supervisor must attend the Pre-Operations meeting.
- U. Subcontractor's on-site personnel will be required to attend weekly project mandatory meetings with Contractor's on-site personnel, and other appropriate parties when directed by Contractor's Project Manager. Absence from required meetings will result in liquidated damages of \$500 per incident.
- V. This project will utilize a Contractor controlled project management website for all project documentation. This database, known as Procore, will be accessed through the internet and will be updated in real time by project team members such as the architect or Contractor. Subcontractor will be issued a username and password and will be expected to obtain drawings, sketches RFIs, meeting minutes, coordination drawings, schedule updates, change information, etc. via this database. Contractor will notify subcontractors as relevant items are added. It will be the responsibility of Subcontractor to regularly check and review updated documents as they are added to the database.
- W. This project will utilize electronic processing of Change Orders via DocuSign Electronic Signature. All subcontractors will be required to sign all Change Orders using this process.
- X. It is mutually understood and agreed that the project at hand may involve renovation of existing building(s). If this is the case, the existing building(s) may contain lead, asbestos, or other hazardous materials. Therefore, it shall be the responsibility of Subcontractor to thoroughly review the existing site conditions, existing building elements and any environmental reports and/or surveys prior to commencing Work. If it is confirmed that hazardous materials of any kind exist, it shall be the responsibility of Subcontractor to train all employees with respect to protection from said hazardous materials in accordance with all applicable OSHA standards and regulations prior to commencing Work on site.
- Y. This is a LEAN Project, please refer to Exhibit G for further rules and regulations
- Z. Placeholder for additional clarifications
5. **EXCLUSIONS** – The following items are excluded from the Scope of Work of this Subcontract:
- A. Exclusions (placeholder)

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EXHIBIT “D”
Subcontract Pricing

1. **SUBCONTRACT PRICE** – It is mutually understood and agreed that the Subcontract price for completing the Work of this Subcontract is \$xxx,xxx

A. This project addressed herein is **TAX EXEMPT / TAXABLE** therefore, all state of MA sales and usage taxes shall be **excluded / included** in the Subcontract price. If you are an out of state Subcontractor, you must submit Sales and Use tax form and bonds. You can find all required information on <https://www.mass.gov/info-details/masstaxconnect-registration-for-business-taxpayers>.

Contact Person _____ > If New Sub: Company Address _____

Phone _____

E-Mail _____

Cost Code(s) _____ Value _____

Cost Code(s) _____ Value _____

Cost Code(s) _____ Value _____

DATE OF AWARD TO SUBCONTRACTOR _____

2. **TEXTURA™ CPM PAYMENT MANAGEMENT SYSTEM**

A. All Project Payment Applications and all supporting documents (including, but not limited to, waivers of lien and sworn statements) shall be in electronic format and shall be submitted to Contractor using the Textura™ CPM payment management system. Subcontractor shall be responsible for the fees and costs associated with Subcontractor's use of the Textura™ CPM payment management system. Subcontractor shall include a similar requirement in all sub-subcontracts or purchase orders entered by Subcontractor.

1) Fees to Subcontractors are calculated as 0.22% (22 basis points) of total contract value (including net change orders), with no minimum fee and a maximum fee of \$3,750. Fees to Subcontractors' subcontractors and suppliers are a fixed fee of \$100 per subcontract or supplier contract.

3. **ALLOWANCE FOR OVERHEAD AND PROFIT ON CHANGES** – Allowable mark-up for overhead and profit, which shall include all management and supervision above the level of working foreman, general conditions and required insurances, shall be ___ % for self-performed work and ___ % for subcontracted work.

4. **SUBCONTRACTOR BONDS OR SUBCONTRACTOR DEFAULT INSURANCE (“SDI”) PROGRAM** [Check the appropriate box]

Subcontractor shall furnish a Performance and Payment Bond in a form and from a surety satisfactory to Contractor in the amount of the full value of the Subcontract Agreement. Premiums for said bond are to be paid by Subcontractor, and the costs for same are included in the Subcontract Price. Having satisfied all conditions of awards, as set forth elsewhere in these documents, Subcontractor shall, within a five (5) day period, furnish Performance and Payment Bonds. In the event that Subcontractor fails to provide the required bonds within five (5) days, or within such extended period as Contractor may grant, Contractor may revoke its award of this Subcontract and seek damages from Subcontractor.

This Project has been included in Contractor's SDI program. All Subcontractors with a Subcontract value of \$25,000 or more must be pre-qualified prior to completing any work on this project. Subcontractor agrees to provide all financial and other information needed for Contractor to pre-qualify Subcontractor. In the event that Contractor, in its sole discretion, chooses to require Performance and Payment Bonds for Subcontractor in lieu of enrolling Subcontractor in the SDI program, Subcontractor shall provide such bonds and the parties shall proceed in accordance with the prior paragraph.

5. **RETAINAGE (CHECK RETAINAGE ON PI SHEET)**

A. On Projects **not subject to the Massachusetts Retainage Law, M.G.L. c. 149, § 29F**, Contractor shall withhold **ten percent (10%)** retainage from the total value of the Subcontract price until Substantial Completion of the project or acceptance of Subcontractor's Work by Owner, Architect and Contractor.

B. On Projects subject to the Massachusetts Retainage Law, M.G.L. c. 149, § 29F, retainage withheld pursuant to this Subcontract shall be equal to five percent (5%) of the value of each application for payment and shall be released as follows:

1) Provided that all conditions precedent to progress and final payment set forth in **Articles 8 (A) and 8 (C) of Exhibit “A” – Subcontract General Conditions** and the applicable terms and conditions of General Contract Documents, if any, are satisfied, retainage shall be paid in the next application for payment submitted after Substantial Completion of the entire Work, as defined in the General Contract Documents, subject to the following hold-backs, if applicable: (i) for incomplete or missing deliverables, the reasonable value of the deliverables, which shall not exceed two and one-half percent (2.5%) of the Subcontract Price; (ii) one hundred fifty percent (150%) of the amount necessary to complete or correct Subcontractor's punch list items and defective work; and (iii) the reasonable value of claims (and any forecast of costs, expenses and attorneys' fees to be incurred as a result of such claims). In the event that, following Substantial Completion of the entire Work, Contractor determines that it is entitled to continue to withhold retainage, Contractor shall provide to Subcontractor a written description of the incomplete or defective work items and incomplete, incorrect or missing deliverables, the factual and contractual basis for the claims and the value attributable to each incomplete or defective work item, deliverable and claim, all certified as made in good faith. Retention not previously released shall be released when all conditions precedent to final payment have occurred.

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- 2) Not later than seven (7) days following receipt of a punch list from Owner, Contractor shall supplement such punch list (if deemed appropriate by Contractor, in its sole discretion) and forward such punch list to Subcontractor along with a certification that Subcontractor's punch list, as supplemented, has been made in good faith. Subcontractor shall correct and complete punch list items of the Work within thirty (30) days and assist Contractor in conducting final inspections. Any disputes regarding the appropriateness or completion of any punch list items shall be subject to the dispute resolution process set forth in **Article 16** of the Subcontract General Conditions.
- 3) Provided Subcontractor shall have completed its punch list, Subcontractor may submit an application for payment for retainage upon the sixty-seventh (67th) day following the date established for Substantial Completion of the entire Project.
6. **SCHEDULE OF VALUES** – Subcontractor will be required to cooperate with Contractor and Owner to develop a detailed breakdown of its Subcontract Price in order to show the division of costs between several parts of the Work and in the manner and form required by both Contractor and Owner showing also breakouts of labor, material, overhead, general conditions and profit. It is understood and agreed that this will also apply to all Subcontractor's lower tier sub-subcontractors. On projects subject to the Massachusetts Retainage Law, the Schedule of Values shall include a line item for "deliverables" as defined by M.G.L. c.149 § 29F(a) equal to two and one-half percent (2.5%) of the Subcontract Price
7. **ALTERNATES** – In the event that Contractor, subject to the approval of Owner and/or the Architect, modifies the Scope of the Subcontract Work to include any or all of the following changes, Subcontractor will make the modifications as directed and the Subcontract price will be increased or decreased, as the case may be, in accordance with the lump sum and/or unit prices as set forth below each item, which includes all applicable costs of construction, insurance, overhead and profit:

Alternate Pricing:

Description of Modification	Add/Deduct
A.	
B.	

Unit Rates:

Unit Rates:

Description of Work	Unit Rate
A.	
B.	

8. **PREPAID MATERIALS/MATERIALS STORED OFF-SITE**
 - A. To the extent Contractor is requested to make payment to Subcontractor for materials or equipment fabricated and/or procured by Subcontractor that are either partially completed or completed and stored on a site other than the Project site, as a condition precedent to payment, Subcontractor shall provide:
 - 1) A bill of sale itemizing the materials and/or equipment and all related component parts (collectively the "Materials") that transfers title of the Materials to Contractor;
 - 2) Reasonable proof that the Materials are stored in a secure location, segregated from general inventory, and suitably identified to this Subcontract by tags, labels or other marking;
 - 3) A certificate of insurance covering the Materials; and
 - 4) Any other documents or information required by the General Contract Documents or reasonably requested from Owner or any lender, including, but not limited to, a Security Agreement required by the UCC.
 - B. **Subcontractor authorizes Contractor to record a UCC-1 Financing Statement evidencing Contractor's ownership interest in the stored Materials and to give notice of such interest to third parties, including, but not limited to, Subcontractor's secured lenders.** Subcontractor further agrees to execute documents necessary to disclose Contractor's ownership of the Materials and, at Contractor's direction, to give such notice to any secured lender or others who may claim an interest in the property of Subcontractor. Subcontractor will not list the Materials as assets on its financial books and records. The Contractor reserves the right to remove the Materials (and any components) at any stage of completion or partial completion at any time after an event of a default by the Subcontractor under the Subcontract.
 - C. Notwithstanding Contractor's payment for and ownership of the Materials before delivery and/or installation at the Project, Subcontractor is responsible for the fabrication, completion, storage, delivery, handling, installation, risk of loss and risk of insurance of the Materials wherever located in accordance with the Subcontract.
 - D. At all times, Contractor and its authorized designees shall have the right to enter the premises of Subcontractor to inspect the Materials and the fabrication process. The Subcontractor shall not assert any claims or take any action against the Materials in contravention of Contractor's ownership thereof.

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- E. Subcontractor shall promptly notify Contractor of the occurrence of either (i) any event of default under any agreement between Subcontractor and any of its creditors or other condition or circumstance which may cause any person to make a claim to any Materials located on Subcontractor's premises, or (ii) loss, theft, damage or other casualty of any of the Materials. If either of such events occurs, Subcontractor will, at its own cost, deliver the Materials or partially completed Materials then located on the agreed-to premises and/or take such other or additional actions with respect thereto as Contractor may reasonably require to protect and preserve Contractor's ownership interests therein.
- F. In the event of a default by Subcontractor and in addition to any other rights of Contractor under **Articles 14 or 15 of Exhibit "A" – Subcontract General Conditions**, Contractor may employ personnel to complete, package and/or remove the Materials in whatever stage of production (unassembled, partially assembled or completed) and related specially purchased Materials identifiable to this Subcontract, and Subcontractor grants a license to Contractor and Contractor's employees, contractors and agents to access Subcontractor's land and facilities, wherever located, whether owned or leased by Subcontractor, at any time to complete, package and/or remove the Materials from the premises. If Contractor elects to invoke its rights under this paragraph, Contractor shall direct such work and shall, in its sole discretion, determine the manner in which such work shall be completed. The costs and expenses incurred by the Contractor under this paragraph shall be deducted from the Subcontract Price.

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EXHIBIT “E”

Project Schedule Requirements

1. **CONSTRUCTION SCHEDULE** – Subcontractor hereby acknowledges and agrees that it has been made aware of and hereby agrees to comply with the following schedule for the Subcontract Work:

A. Submittals and Shop Drawings shall be provided no later than _____ after receipt of notice to proceed.

B. Lead time on materials shall be no longer than _____, after approvals.

C. Mobilization and start of construction will occur the week of _____.

D. Milestones:

Work shall be completed by _____

or

Work shall take no longer than _____ weeks.

or

1) {Activity Name} _____ {Activity Duration}

2) {Activity Name} _____ {Activity Duration}

3) {Activity Name} _____ {Activity Duration}

4) {Activity Name} _____ {Activity Duration}

E. Complete all Work in accordance with Contractor’s Construction Schedule.

1) Subcontractor will participate in schedule development meetings as required by Contractor.

F. This is a LEAN Project and Subcontractor will participate in the Last Planner Systems including daily schedule/planning meetings when on site.

It is also mutually understood and agreed that these dates represent the intention of Contractor and Subcontractor and that in the event the actual dates are adjusted to suit project conditions, Subcontractor will adjust its sequence and duration to timely complete its Work in accordance with the adjusted schedule.

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EXHIBIT “F”
Schedule of Documents

1. **AGREEMENT BETWEEN OWNER AND CONTRACTOR:** — copy on Consigli FTP site and/or Procure
2. **CONTRACT DRAWINGS & SPECIFICATIONS:**
(as prepared by *fill in Architect*)
In accordance with the attached Document and Specification Log dated _____, _____ Pages
3. **MISCELLANEOUS DOCUMENTS:**

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EXHIBIT “G”
Project Safety Requirements

1. **COVID-19 SITE SPECIFIC SAFETY PLAN REQUIREMENTS** – It is mutually understood and agreed that Subcontractor shall comply with, and include any cost associated for, compliance with all COVID-19 safety plan requirements as defined by the Contractor. This shall include, but not be limited, modifications for manpower and crews in order to accommodate schedule, PPE requirements, testing requirements, etc.
2. **HEALTH AND SAFETY HAZARD AWARENESS** – Subcontractor recognizes that it and its subcontractors, suppliers and employees have the obligation to comply with all federal and/or state safety and health laws and regulations. Subcontractor specifically acknowledges that it has the primary responsibility to prevent and/or correct all health and safety hazards within the operations for which it and its employees or its subcontractors and their employees are responsible. Subcontractor further acknowledges that it and its subcontractors, suppliers and employees have special expertise in recognition and prevention of such hazards in the operations for which they are responsible and that Contractor does not have such expertise and is relying upon such expertise by Subcontractor and its subcontractors, suppliers and employees. Contractor retains the right to direct Subcontractor to eliminate all hazards of which Contractor has actual knowledge, but the recognition and abatement of such hazards are the responsibility of Subcontractor and its subcontractors, suppliers and employees. Subcontractor agrees to indemnify Contractor and all other Subcontractors for all costs and penalties incurred, including attorney fees, as a result of hazards created by Subcontractor, its subcontractors, suppliers and employees. Subcontractor hereby certifies that it will not allow on the project site any Subcontractor, supplier and/or employee of any of them who is not fully trained in all safety aspects of the Subcontract Work and who is not expert in the operations comprising the Subcontract Work.
3. **OSHA REQUIREMENTS** – Subcontractor hereby acknowledges that it is familiar with the Federal Regulation 29 CFR Part 1926 - Safety and Health Regulations for Construction. In compliance with that regulation, Contractor has developed a written Hazard Communication Program identifying the requirements for hazardous material identification. Subcontractor hereby agrees to conform with the requirements of the OSHA regulations and to follow the procedures set forth in Contractor's Communication Standard identified herein and in accordance with those regulations and that standard shall forward to Contractor's office to the attention of the Safety Manager copies of all "Safety Data Sheets" for materials being brought onto the jobsite. The Safety Data Sheets shall be accompanied by a letter of transmittal stating the name of Subcontractor, the name and location of the jobsite, description of what Safety Data Sheets are being sent and any special precautionary measures that should be taken when using these materials.
4. **BASIC SAFETY RULES AND REGULATIONS** – Subcontractor hereby agrees to comply completely during the performance of the Subcontract Work with all of Contractor's designated safety programs for the project.
5. **ACCIDENT REPORTING** – Subcontractor hereby acknowledges and agrees to orally notify Contractor's Project Superintendent within twenty-four (24) hours after any of Subcontractor's employees and/or equipment and/or motor vehicles or any of its lower tier subcontractor's and/or supplier's employees and/or equipment and/or motor vehicles are involved in a jobsite accident or injury. Further, Subcontractor also hereby acknowledges and agrees to provide Contractor with a completed first report of injury within five (5) days after any of Subcontractor's or any of its lower tier subcontractor's or supplier's employees are injured in a jobsite accident.
6. **OSHA TRAINING** – All Subcontractors' personnel shall have OSHA 10 hour construction training and certification prior to working on any Consigli Project site. All supervisory shall have OSHA 30 hour Construction Training and Certification. Personnel that are not trained will be asked to leave the project site until certification is obtained. All of Subcontractor's personnel performing work in NYC shall comply with site safety training (Local Law 196 of 2017) requirements.
7. **CRANE SAFETY POLICY** – When mobilizing cranes on site for completion of their respective work, all Subcontractors shall comply with Contractor's Crane Safety Policy, including but not limited to, third party independent inspection of all Lattice Boom and Tower Cranes during set up and prior to operation.
8. **OSHA REQUIREMENTS FOR EXCAVATION** – Subcontractor hereby acknowledges and certifies that it is familiar with Federal Regulation 29 CFR, Part 1926, Subpart P – Excavations. Subcontractor hereby agrees to perform the Subcontract Work in full accordance with all of the requirements set forth in this regulation.
9. **OSHA RECORDABLE INCIDENT RATES** – Subcontractor will be required to submit on a monthly basis its OSHA recordable and lost day incident rates for this specific Project if specifically required by Contractor's Project Manager or Project Superintendent.
10. **SAFETY PRECONSTRUCTION MEETING** – It is mutually understood and agreed that Subcontractor shall attend a safety preconstruction meeting to review all safety requirements as pertains to the completion of the Work of their Subcontract. This shall take place on-site, prior to the start of Work, with the Contractor's safety representative. Subcontractor's onsite Foreman shall be required to attend.
11. **CONSIGLI SAFETY RULES AND REGULATIONS** – The successful Bidder/Subcontractor, as a condition of employment, will be required to comply with all applicable Federal, State, County, Municipal, Owner, and Construction Manager SAFETY RULES AND REGULATIONS. **(NOTE: Federal OSHA Standards are referenced, however the more stringent of State, Owner or Local Safety Codes shall also apply.)**
12. **100% 6FT FALL PROTECTION** – Contractor has adopted a 100% 6FT Foot Fall Protection policy on this Project. All work over six (6) feet in height will have a fall protection system in place. Instances where fall protection may create an unsafe condition will be dealt with on a case-by-case basis. Subcontractor shall include in the scope of its Work compliance with 100% 6FT Foot Fall Protection standards for all work activities as detailed in Contractor's Site Specific Safety Manual, which is incorporated by reference in this Subcontract.
13. **FALL PROTECTION REMOVAL/ACCESS** – If for any reason fall protection must be removed or access is needed to roof decks, controlled access zones, or any areas that do not have the permanently affixed fall protection measures (guardrail systems) and the Contractor's Superintendent is not notified in a timely manner, then the Superintendent can require the non-compliant party to then complete a "Fall Protection Access Permit". The permit shall be completed by Subcontractor and returned to the Contractor's Project Site Office.
14. **SUPERSTRUCTURE CONCRETE** – If Subcontractor's Work involves superstructure concrete, the following provisions apply:

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- A. Subcontractor is required to provide a safety plan detailing the sequence of deck formwork installation. This will include formwork drawings, access locations, fall protection plan, sequence of guard rail installation, detail of temporary guardrail construction to be turned over to Contractor, and stripping operations. This safety plan shall include a logistics plan detailing ground floor operations, crane information with lift plan(s), pump locations, material loading locations, washout locations, lay down areas, rebar column/cage fabrication areas, etc.
- B. Subcontractor shall remove all nails from formwork and sleeve installation as they are exposed during stripping operations. All nails must be removed from the ceiling by the end of the shift when they became exposed.
- C. All floor openings (holes) shall be covered prior to formwork below being stripped. Covers shall meet or exceed OSHA 1926.502(i). If plywood is used, it shall be at least two (2) inches larger than opening in all directions. "Hole" to be marked on plywood and plywood shall be secured to prevent accidental movement. Plywood is to be new and not re-used form plywood.
- D. Floor Turnover guidelines shall be communicated to subcontractor via floor turnover form/Custody of Fall Protection. This form may be modified if conditions are found to be mutually agreeable and meet all requirements for fall protection. Subcontractor is responsible for maintenance of fall protection systems (guardrails, hole covers) prior to completing deck turnover.
- E. Subcontractor shall secure re-shores within ten (10) feet of the building perimeter. The means to secure re-shores shall be detailed in the Subcontractors safety plan submitted to the Contractor.
- F. Subcontractor shall Install full height vertical protection at building perimeter on all active concrete work levels (formwork, stripping, shoring, reshoring) except the active formwork deck where no floor exists above. Full height vertical netting (one-fourth (1/4) inch High Density polyethylene Orange FR Vertical Debris Netting (or similar) is required on guardrails of active formwork deck.
- G. Unless a Perimeter Protection System (Peri LPS or similar) is installed, the Subcontractor shall Install horizontal debris netting within two (2) floors or thirty (30) feet of stripping operations. As the work progresses, this netting is moved up the building to stay as close as possible to the stripping operation.
- H. Cast in Place Concrete fall protection anchor straps (DBI Sala Concrete Anchor Strap 2100050 – or similar) are required to be installed at the perimeter every twenty (20) feet or column line (whichever is closer) and minimum of two (2) per elevator shaft per floor.
- I. Rebar Mat – walk paths are required for common pathway access. These walk paths shall be constructed of, minimum, rough sawn 2x lumber or scaffold grade plank (or prefabricated alternative) and be a minimum of eighteen (18) inches wide. Walk paths shall be secured to the mat below to prevent accidental displacement. If structurally approved, wire mesh (maximum 4"x4") can be used on top of mat for walk path.

15. LEAN PROJECT RULES AND REGULATIONS

A. OVERVIEW

- i. This is a LEAN project, so all Subcontractors are required to participate in Contractor's LEAN design and construction program.
- ii. All Subcontractors' project managers and foremen will participate in short term planning meetings as required by Contractor, including but not limited to Pull Planning, Make Ready Planning / Roadblocks Log updates, and Weekly Commitment Planning and Learning meetings.
- iii. All Subcontractors' foremen working on-site shall participate in Daily Stand-Up meetings to coordinate work, identify roadblocks to current and impending on-site activities, collaborate on strategies for removing those roadblocks, and identify opportunities for improving throughput and workflow.

B. MATERIALS MANAGEMENT

- i. All Subcontractors will deliver all materials just in time for installation. Subcontractors must obtain prior approval from Contractor's Superintendent at least forty-eight (48) hours in advance to schedule all material deliveries to the site. No materials shall be delivered to the site earlier than seventy-two (72) hours before said materials are to be installed/put into place. If materials have to be delivered before that seventy-two (72) hour window, Subcontractor shall get prior approval from Contractor's Superintendent. Contractor has the right to refuse any deliveries not properly scheduled or due to logistical constraints as necessary.
- ii. All Subcontractors shall place delivered materials on wheeled carts, wheeled racks, or in wheeled bins to enable easy relocation in case materials need to be moved. If there are designated material laydown areas (e.g., "Subcontractor parking spots") and project-specific storage/staging rules, Subcontractors shall store/stage their materials accordingly. Subcontractors may deliver and store materials/tools on pallets only if pallet jacks are delivered simultaneously and kept with said delivery to enable immediate mobility of materials.
- iii. All Subcontractors shall use rubber wheeled carts when moving material or removing trash from a building. Any damage caused by Subcontractor shall be repaired at the cost of Subcontractor. Backcharges will be appropriately assessed for the cost of the repairs.
- iv. All Subcontractors shall, where feasible, elevate all electrical extension cords, hoses, or cables to remove them from all walking/working surfaces.

C. TRASH REMOVAL

- i. All Subcontractors shall provide wheeled trash bins in workstations for immediate placement of all debris produced as a part of Subcontractors' on-site installation operations. All Subcontractors will cut anything larger than six (6) feet down to size prior to placing it into trash bins. All Subcontractors will sweep their work areas each day. No trash or materials shall be left on the floor.
- ii. All Subcontractors shall dump wheeled containers into Contractor-supplied dumpsters on a daily basis.

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iii. Storage of delivered materials in cardboard containers is discouraged. When materials must arrive or stay in cardboard containers, all Subcontractors shall remove said containers from the project immediately after the products are unpacked.

16. **Subcontractors found in non-compliance with any of the applicable rules and regulations, including, but not limited to the list below, will receive a "Notice of Violation" either oral or written. Failure to abate the violation or continued failure to comply with the Basic Safety Rules and Regulations may result in liquidated damages. Assessment of liquidated damages will only be used by the Construction Manager to fund programs at the Jobsite to promote Safety.**

- A. Subcontractor shall submit its company SAFETY PROGRAM/HAZCOM PROGRAM and designate its Competent person prior to starting work. **Failure to do so may result in a \$500 liquidated damage assessment to Subcontractor.**
- B. All job-related ACCIDENTS AND INJURIES shall be reported to the Contractor's Project Superintendent immediately and a copy of all injury reports shall be submitted to the Project Superintendent within seventy-two (72) hours of occurrence. **Failure to do so may result in a \$500 liquidated damage assessment to Subcontractor.**
- C. Subcontractor's employees must report all UNSAFE CONDITIONS AND NEAR ACCIDENTS to their supervisor and the Jobsite safety officer so that corrective action can be taken.
- D. Subcontractor's employees shall attend any Jobsite SAFETY ORIENTATIONS as required. Subcontractor's supervisors shall attend Contractor's WEEKLY SAFETY MEETINGS. Subcontractor must hold a "Weekly Tool-Box Safety Meeting" and submit for record those employees who have attended, along with a list of topics and related information discussed. **Failure to comply with any of the above may result in \$500 liquidated damage assessment to Subcontractor per written incident.**
- E. Copies of CERTIFICATIONS FOR SPECIALIZED TRAINING required to perform certain types of hazardous work or operate certain tools and equipment may be required to be submitted prior to work commencing. **Failure to do so may result in a \$500 liquidated damage assessment to Subcontractor for each violating employee.**
- F. Subcontractor shall provide all required PERSONAL PROTECTIVE EQUIPMENT (PPE) (i.e., head, hearing, eye and face protection) to its employees for their use in order to perform their work safely and in compliance with local and federal codes of safe practice and manufacturers recommendations. All equipment shall be in good working order and all defective equipment shall be discarded and removed offsite immediately. **Failure to do so may result in a \$500 liquidated damage assessment to Subcontractor for each violating employee.**
- G. HARD HATS (ANSI Z89.1) shall be worn at all times on site. Alterations or modifications of hat or liner shall be prohibited. **Failure to wear hard hats may result in a \$500 liquidated damage assessment to Subcontractor for each violating worker.**
- H. SAFETY GLASSES (ANSI Z87.1) shall be required to be worn one hundred percent (100%) of the time on all Jobsites and also inside or around existing manufacturing facilities. **Failure to do so may result in a \$500 liquidated damage assessment to Subcontractor for each violating employee.**
- I. GLOVES All Subcontractor personnel performing work with their hands shall be required to wear gloves that are appropriate to the task. When not performing actual work with their hands, employees will be required to have gloves available for immediate use. **Failure to do so may result in a \$500 liquidated damage assessment to Subcontractor for each violating employee.**
- J. HEARING PROTECTION shall be worn in areas where noise levels exceed 90 DBA, where exposure to 85-90 DBA exceeds eight (8) hours per day, or where posted. **Failure to wear hearing protection when required may result in a \$500 liquidated damage assessment for each violating employee, assessed to Subcontractor.**
- K. All workers must wear CLOTHING having adequate protection to the body. Sturdy work boots, shirts with sleeves and long pants must be worn. No sneakers, sandals, tank tops, cut-off shirts or shorts allowed. **Failure to be properly clothed may result in a \$500 liquidated damage assessment to Subcontractor for each violating worker.**
- L. Subcontractor must implement a RESPIRATORY PROTECTION PROGRAM per OSHA standards as required by their respective trades and working conditions in field. **Failure to do so may result in a \$500 liquidated damage assessment for each day that Subcontractor does not conform to OSHA standards.**
- M. "HORSEPLAY" on the Jobsite is strictly prohibited. No running on Jobsite unless extreme emergencies warrant. Fighting on construction premises will result in immediate dismissal of employee, who shall be excluded from all Contractor's projects. **Failure to adhere to this policy may result in a \$500 fine for each violating employee, assessed to the Subcontractor.**
- N. Subcontractor shall provide FALL Protection anytime work over six (6) feet is conducted. **Failure to do so may result in a \$1,000 liquidated damage assessment to Subcontractor.**
- O. Subcontractor must provide FALL PROTECTION (harnesses/shock-absorbing lanyards, etc.) as required for their employees where permanent or temporary fall prevention is not in place. **Failure to do so may result in a \$1,000 liquidated damage assessment to Subcontractor.**
- P. FIREARMS, ALCOHOLIC BEVERAGES AND ILLEGAL DRUGS are not allowed on site. Personnel, vehicles and equipment are subject to search upon entering or leaving and while on the site premises. The use of alcohol beverages or the use and possession of illegal drugs during the workday, either on site, during breaks or lunch, or before work, is prohibited. **Anyone caught using illegal drugs or alcohol, during any of these times is subject to immediate termination or dismissal from the site indefinitely and a \$1,000 liquidated damage assessment may be made to Subcontractor for each violating worker involved.**
- Q. CAMERAS AND RECORDABLE DEVICES are not allowed unless approved through Contractor's project manager's office.
- R. All Subcontractors shall keep their respective areas clean and hazard free. HOUSEKEEPING will be done on a daily basis or more frequently if conditions warrant. **Failure to do so may result in a back charge to Subcontractors involved for clean-up directed by Contractor.**

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- S. All TOOLS, whether company or personal, must be in good working condition. Defective tools must not be used and should be removed offsite (i.e., chisels with mushroom heads, hammers with split or loose handles, saws or grinders missing guards, etc.). **Failure to comply may result in a \$500 liquidated damage assessment to Subcontractor.**
- T. TOOL LANYARDS are required by Contractor to ensure safe working conditions, Subcontractors shall provide their personnel with OSHA approved tool lanyard or tethers for any and all overhead work or work performed at the perimeter of the building. **Failure to comply may result in a \$500 liquidated damage assessment to Subcontractor.**
- U. Ground Fault Circuit Interrupters (GFCI's) shall be used on all extension cords, electric tools and portable electric equipment powered from a temporary electric service or generator. Tools and equipment shall be inspected each week by a competent person for defects. If electrical power is used from permanent power system or existing building, Subcontractor shall provide a GFCI system between its equipment and permanent power. All temp lighting will be attached by non-conductive wiring and bulbs shall be protected on all sides. All extension cords shall be twelve (12) gauge minimum. **Failure to comply may result in a \$500 liquidated damage assessment to Subcontractor.**
- V. PERMITS, written and properly authorized may be required for work of any type including welding and open flame, live electrical work, excavation, confined spaces, cranes, lockout/tagout, blasting, fire protection water, powder-actuated tool, etc. Check with Contractor for work permits required. **Failure to do so may result in a \$1,000 liquidated damage assessment to Subcontractor.**
- W. Subcontractor must obtain HOTWORK PERMIT for all open flame work as required by the Project Superintendent/Jobsite Safety Manager. During welding, burning, soldering, cutting, grinding, or using gas heaters or salamanders, adequate fire prevention precautions must be implemented, consisting of removal of flammables and combustibles, protection of adjacent areas, appropriate fire extinguishers or standpipes, and similar measures. If these are not employed, then a fire watch, equipped with an approved portable fire extinguisher is required during, and for a sufficient time after, the welding, burning, cutting or grinding operation. **Failure to comply may result in a \$1,000 liquidated damage assessment to Subcontractor.**
- X. BURNING AND CUTTING EQUIPMENT shall be inspected daily before being used. All hoses and manifolds shall be removed from bottles and protective caps replaced at end of each day. **Failure to do so may result in a \$500 liquidated damage assessment to Subcontractor.**
- Y. Crowfoot connections of COMPRESSED AIR HOSES shall be wired or have whip checks installed to prevent accidental disconnection. **Failure to do so may result in a \$500 liquidated damage assessment to Subcontractor.**
- Z. LOCKOUT/TAGOUT procedures are in force and shall be followed to protect persons from injury due to inadvertent operation of power-driven equipment, opening of pipeline valves, or energizing of electrical circuits. Coordinate this procedure with Contractor. **Failure to do so may result in a \$1,000 liquidated damage assessment to Subcontractor.**
- AA. LIVE ELECTRICAL WORK is not allowed without written approval from Contractor. Proximity work to electrical equipment is also not allowed without written approval from Contractor. **Failure to comply may result in a \$1,000 liquidated damage assessment to Subcontractor.**
- BB. Subcontractor shall provide its own LADDERS, which must be in accordance with OSHA and ANSI specification. All ladders must be in safe condition without broken or defective rungs, rails and hardware. No metal ladder shall be used in or around any electrical work. Ladders shall be secured top and bottom and extend three (3) feet past the walking surface. Ladders shall be rated 1A minimum. **Failure to comply may result in a \$500 liquidated damage assessment to Subcontractor.**
- CC. SCAFFOLDING of all types shall be provided, erected and used in accordance with Contractor's Safety and Health Chapters as they apply. **Failure to do so may result in a \$1,000 liquidated damage assessment to Subcontractor.**
- DD. CONFINED SPACES procedures are in force and require an entry permit from Contractor. Confined spaces include manholes, vessels, duct work, etc., where such hazards as oxygen deficiency, hazardous gases, contamination, high temperatures, fire and difficulty in escaping are involved. **Failure to follow these procedures may result in a \$1,000 liquidated damage assessment to Subcontractor.**
- EE. HAZARDOUS MATERIALS procedures are in force and protection of all personnel regarding acids, corrosives, flammables and toxics shall be per OSHA 29 CFR 1926, Subpart D (Hazard Communication). **Failure to follow these procedures may result in a \$1,000 liquidated damage assessment to Subcontractor.**
- FF. All WARNING SIGNS, barricades and tags will be used to the fullest extent and shall be obeyed. **Failure to follow these procedures may result in a \$1,000 liquidated damage assessment to Subcontractor.**
- GG. All EARTHMOVING AND COMPACTION EQUIPMENT must have working alarm, horns, and protective devices in compliance with OSHA 1926.602 standards. **Failure to comply may result in a \$500 fine for each machine assessed to Subcontractor.**
- HH. All TRENCHES/EXCAVATIONS shall be in accordance with OSHA 29 CFR 1926, Subpart P with particular emphasis on excavations over five (5) feet, and sloping requirements. "DIGSAFE", utility companies and facility owner must be notified for verification of utilities prior to digging. Subcontractor shall complete a written excavation checklist. **Failure to do so may result in a \$1,000 liquidated damage assessment to Subcontractor.**
- II. All CONCRETE AND MASONRY CONSTRUCTION shall be in accordance with OSHA 29 CFR 1926, Subpart Q, with particular attention to general requirements of construction loads, guarding of reinforcing steel to eliminate the hazard of impalement, personal protective equipment, fall protection for erecting reinforcing steel and limited access zone for masonry construction. **Failure to follow these procedures may result in a \$1,000 liquidated damage assessment to Subcontractor.**
- JJ. All CRANES shall have a current Certification Sticker by independent crane certification company, have a current maintenance log, required swing radius protection, and operator's licenses where required. **Failure to comply may result in a \$1,000 liquidated damage assessment to Subcontractor who rents/leases/owns the crane.**

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- KK. FLAMMABLE LIQUIDS shall be stored in approved metal safety cans and contents shall be labeled by NFPA standards. Indoor storage of flammable or combustible liquids shall not exceed twenty-five (25) gallons unless stored in approved cabinets. A fire extinguisher shall be placed in the immediate vicinity of flammable liquid storage and compressed gases. **Failure to do so may result in a \$500 liquidated damage assessment to Subcontractor.**
- LL. VENTILATION METHODS shall be provided by Subcontractor whenever hazardous substances such as dusts, fumes, mists, vapors or gases are produced in the course of Subcontractor's work. Subcontractor to provide fans, ducts or other means and exhaust substances to the outside. See OSHA 1926.57 for details. **Failure to do so may result in a \$1,000 liquidated damage assessment to Subcontractor.**
- MM. SEXUAL HARASSMENT, including verbally or physically offensive behavior on the Jobsite, is prohibited. **Failure to adhere to this policy may result in a \$1,000 liquidated damage assessment to Subcontractor and the dismissal of the offending employee(s) from the Jobsite.**
- NN. ALL OTHER regulations of any federal, state, or local agency or those of the Consigli Safety and Health Program shall be complied with at all times by Subcontractor/Vendors of any tier and their employees. **Failure of Subcontractor/Vendor to comply with or failure to promptly abate any violation of OSHA regulations, not otherwise herein listed, when requested by Contractor, may result in a \$500 liquidated damage assessment to Subcontractor/Vendor for each incidence of occurrence or unheeded request.**

NOTE: A complete Safety Program Manual will be made available upon request.

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EXHIBIT “H”

Project Specific Requirements

1. Subcontractor participation shall be required for all Safety Pre-construction planning meetings.
2. All Subcontractors shall be responsible for submission of an “Activity Hazard Analysis/Job Hazard Analysis” (or AHA/JHA) for each and every task within all definable features of Work. Said pre-task safety plans shall be prepared prior to subcontractor Safety Pre-construction meeting. Any additional tasks or changes in operations, not considered at the time of the Safety Pre-construction meeting, shall require additional or updated AHA’s or JHA’s accordingly.
3. All Subcontractors shall be responsible for supplying their employees with drinking water during work hours, as required to sustain the wellness of their employees during their daily work activities.
4. Any subcontractors staffed with twenty (20) or more workers (or thirty (30) workers for drywall trade) on site shall be required to have their Safety Manager visit the site on a weekly basis to inspect their operations for identification of safety and health related non-compliance issues. Follow up correspondence shall be forwarded to the Contractor’s Safety Director at safety@consigli.com and the Contractor’s Project superintendent within twenty-four (24) hours of the site visit.
5. Subcontract corporate advertising/branding is not allowed on the project site.
6. No smoking is allowed on site.
7. No abusive or inappropriate language will be tolerated.
8. No one shall physically abuse any individual on our project site.
9. All workers’ food scraps and trash must be disposed of into a waste basket or dumpster at all times.
10. No radios or any other musical listening devices are allowed on site.
11. All deliveries need to be coordinated with the jobsite superintendent forty-eight (48) hours in advance to schedule all material deliveries to the site. If LEAN project, please refer to **Exhibit “G” – Project Safety Requirements** for further clarification.
12. Normal working hours are Monday – Friday 7:00 am – 3:30 pm or those directed by the job superintendent, as required by project
13. All subcontractors shall use rubber wheeled carts when moving material or removing trash from a building. Any damage caused by Subcontractor shall be repaired at the cost of Subcontractor. Backcharges will be appropriately assessed for the costs of the repairs. If this is a LEAN project, please refer to **Exhibit “G” – Project Safety Requirements** for further clarification.
14. Please check with project superintendent to verify parking on or near the site.
15. **If this Subcontractor is providing the structural steel for this project** Subcontractor shall provide a two (2) line safety cable railing system at the perimeter of each floor or, roof level and all floor opening as required per local, state, federal regulations. The two (2) line Safety system shall consist of three-eighths (3/8) inch aircraft grade cable with no span between stanchions/columns greater than twelve (12) feet. Each straight run of cable (both top and mid cables) shall have turnbuckles installed. Termination of cables shall occur at stanchions and columns only and shall be done with three (3) Crosby clamps.
16. **If this Subcontractor is providing a lattice boom or tower crane for this project**, it is mutually understood and agreed that this subcontractor shall have all lattice boom or tower cranes inspected and certified, by a qualified third-party certification agency ON SITE, following the assembly and erection of crane on site, prior to the start of work.

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EXHIBIT “I”
Environmental Protection Committee Recycling Attachment

It is mutually understood and agreed that Contractor shall provide separate containers for the disposal of materials as categorized below:

METAL LOADS

- Steel
- Copper
- Aluminum
- File Cabinets
- Metal Desks (with wood tops acceptable)
- Machinery
- Motors
- Pipes
- Metal Chairs
- Brass
- NO paper, NO plastic, NO trash of any kind

CLEAN WOOD WASTE

- Whole or broken pallets
- Fencing
- Wood scraps
- Wood crates
- NO paper, NO plastic, NO trash of any kind

CONCRETE LOADS

- Concrete (maximum four (4) foot diameter)
- Some dirt acceptable
- NO paper, NO plastic, NO trash of any kind

C & D LOADS

- Any type of construction debris
- Any type of painted wood
- Tree branches
- Stumps

YARD WASTE

- Grass
- Leaves
- Brush Cuttings (one (1) inch diameter maximum)
- MUST BE “Dirt and Trash Free”
- Excavated shrubs with stumps are acceptable only if dirt free, washed and under twenty (20) lbs.
- If dumpster has stumps OVER twenty (20) lbs. or the load is dirty, the entire load will be charged back as a C & D load

ALL LOADS ARE SUBJECT TO INSPECTION

As provided in Exhibit “C” – Schedule of Work, it is understood that Consigli recycles excess materials per this Environmental Protection Committee’s recycling attachment. Therefore, Subcontractor is responsible for separating waste into designated dumpsters. Any subcontractor that does not comply with this direction will be liable to pay for the dumpster which has been considered mixed use or construction debris.

**Project Name
City, State – Job No.**

SC-xxx-xxx Between Consigli Construction Co., Inc. and Subcontractor



EXHIBIT "J" SAMPLE INSURANCE

DATE (MM/DD/YYYY)

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 OF 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 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).

PRODUCER Subcontractor's Agent Name and Address	CONTACT NAME:		
	PHONE (A/C, No. Ext):	PHONE (A/C, NO.):	
	E-MAIL ADDRESS:		
	PRODUCER CUSTOMER ID#:		
INSURED Subcontractor's Name and Address	INSURERS AFFORDING COVERAGE		NAIC #
	INSURER A:	AM Best Rated A-, VII or better	
	INSURER B:	AM Best Rated A-, VII or better	
	INSURER C:	AM Best Rated A-, VII or better	
	INSURER D:	AM Best Rated A-, VII or better	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**
 THIS IS TO CERTIFY THAT 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. **Limits shown are as requested**

INS R LT R	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/Y Y)	POLICY EXP (MM/DD/Y Y)	LIMITS	
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> RESIDENTIAL COVERAGE <input type="checkbox"/> RIGGERS LIABILITY REQ GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	ABC RIGGERS REQ IF RIGGING MAT'L'S OWNED BY OTHERS			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person)	\$ 1,000,000 \$100,000 \$10,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTO <input type="checkbox"/> _____	X	X	ABC			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$1,000,000 \$1,000,000 \$2,000,000 \$2,000,000 \$ 1,000,000 IF CHECKED
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION	X	X	STRUCTURAL STEEL GLASS & GLAZING, FIRE PROTECTION, PLUMBING, HVAC, ELECTRICAL ALL OTHER TRADES			EACH OCCURRENCE AGGREGATE EACH OCCURRENCE AGGREGATE EACH OCCURRENCE AGGREGATE	\$ 15,000,000 \$ 15,000,000 \$ 10,000,000 \$ 10,000,000 \$ 5,000,000 \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	INCLUDES EXEC. OFFICERS, SOLE PROP.			<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000
	PROFESSIONAL POLLUTION LIABILITY INSURANCE	X	X	DESIGN & TESTING SUBCONTRACTORS DEMOLITION & ABATEMENT SUBCONTRACTORS			EACH OCCURRENCE/ AGGREGATE EACH OCCURRENCE/ AGGREGATE	\$2,000,000/\$2,000,000 \$5,000,000/\$5,000,000

DESCRIPTION OF OPERATIONS – JOB – _____ PROJECT NAME – _____
 Consigli Construction Co., Inc., Owner and other parties as required by contract are listed as additional insureds on a primary/non-contributing basis to named insured on the above referenced General Liability and Umbrella Liability policies as it relates to work performed at the captioned project. General Liability policy per ISO 12 07 form and includes coverage for "X, C, U" (hazards, collapse of building, blasting and damage to underground property), Completed Operations, Residential Construction coverage, and Contractual Liability. All policies referenced herein include a waiver of subrogation in favor of Consigli Construction Co., Inc., Owner, and others where required by contract. Worker's Compensation applies in the state which work is performed. **GC- Required Endorsements-** Commercial General Liability endorsement are ISO Additional Insured Endorsement CG 2010 AND CG 2037 or an ISO form providing equivalent coverage to the additional insured as these ISO issued forms.

CERTIFICATE HOLDER Consigli Construction Co., Inc. 72 Sumner St. Milford, MA 01757	CANCELLATION 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
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Project Name
City, State – Job No.
SC-xxx-xxx Between Consigli Construction Co., Inc. and Subcontractor

L-1 Progress Release of Lien Waiver - SAMPLE
WAIVER AND PAYMENT AFFIDAVIT

GENERAL CONTRACTOR: CONSIGLI CONSTRUCTION CO., INC. 72 Sumner St., Milford, MA 01757

SUBCONTRACTOR / MATERIAL SUPPLIER: _____

PROJECT: _____

Total Contract Amount: \$ _____ Total Amount Previously Paid: \$ _____ Amount Paid This Date: \$ _____

The undersigned acknowledges that it has been paid the amount set forth above and it has been paid all sums due for all labor, services, equipment or materials furnished by the undersigned or on behalf of the undersigned to or in connection with the project and the undersigned hereby releases, discharges, relinquishes and waives any and all claims, suits, bond claims, liens, and rights of lien for all work, labor, services, equipment or materials furnished or performed in connection with construction located at the project through / / whether such claims, demands and rights arise pursuant to a written or oral contract or otherwise. This release does not cover any retention, if any, or labor, services equipment or materials furnished after that date.

The undersigned hereby certifies, as an inducement to Consigli Construction Co., Inc. to pay funds to it under its Subcontract or Material Purchase Agreement (MPA) for work performed prior to / / , and acknowledging that Consigli Construction Co., Inc. will rely upon such representation that all bills for labor, materials, equipment rental, taxes, fringes and benefits and all other charges arising out of performance of the Subcontract or MPA through the date above have been fully paid by the undersigned, except as follows:

The undersigned further agrees that if it does not promptly pay the above and furnish Consigli Construction, Co., Inc. with releases (Form 2) from the above parties, then Consigli Construction, Co., Inc. shall be authorized to make payment to the above by jointly payable checks and deduct the amount due from sums due Subcontractor or supplier under the Subcontract or MPA.

Name	Address & Phone# & Contact Person	Amount Due

The undersigned warrants that all subcontractors, suppliers, equipment lessors, labor, taxes, union benefits and fringes applicable to this project have been paid in full through the date set forth above and agrees to defend, indemnify and hold Consigli Construction Co., Inc. and all sureties harmless against any loss arising from the nonpayment thereof.

The undersigned certifies or declares under the penalty of law that the foregoing is true and correct.

Executed as a sealed instrument this _____ day of _____, 20____.

Subcontractor/ Material Supplier Company Name: _____

Subcontractor/ Material Supplier: _____ Duly Authorized Signature
 Printed Name: _____ Title: _____

Witness Name Printed and Signature: _____

Project Name
City, State – Job No.
SC-xxx-xxx Between Consigli Construction Co., Inc. and Subcontractor

L-2 - Final Release of Lien Waiver - SAMPLE
WAIVER AND PAYMENT AFFIDAVIT

GENERAL CONTRACTOR: CONSIGLI CONSTRUCTION CO., INC. 72 Sumner St., Milford, MA 01757

SUBCONTRACTOR / MATERIAL SUPPLIER: _____

PROJECT: _____

Total Contract Amount: \$ _____ Total Amount Previously Paid: \$ _____ Amount Paid This Date: \$ _____

The undersigned acknowledges that it has been paid the amount set forth above and it has been paid all sums due for all labor, services, equipment or materials furnished by the undersigned or on behalf of the undersigned to or in connection with the project and the undersigned hereby releases, discharges, relinquishes and waives any and all claims, suits, bond claims, liens, and rights of lien for all work, labor, services, equipment or materials furnished or performed in connection with construction located at the project through / / whether such claims, demands and rights arise pursuant to a written or oral contract or otherwise. This release does not cover any retention, if any, or labor, services equipment or materials furnished after that date.

The undersigned hereby certifies, as an inducement to Consigli Construction Co., Inc. to pay funds to it under its Subcontract or Material Purchase Agreement (MPA) for work performed prior to / / , and acknowledging that Consigli Construction Co., Inc. will rely upon such representation that all bills for labor, materials, equipment rental, taxes, fringes and benefits and all other charges arising out of performance of the Subcontract or MPA through the date above have been fully paid by the undersigned, except as follows:

Name	Address & Phone # & Contact Person	Amount Due

The undersigned further agrees that if it does not promptly pay the above and furnish Consigli Construction, Co., Inc. with releases (Form 2) from the above parties, then Consigli Construction, Co., Inc. shall be authorized to make payment to the above by jointly payable checks and deduct the amount due from sums due Subcontractor or supplier under the Subcontract or MPA.

The undersigned warrants that all subcontractors, suppliers, equipment lessors, labor, taxes, union benefits and fringes applicable to this project have been paid in full through the date set forth above and agrees to defend, indemnify and hold Consigli Construction Co., Inc. and all sureties harmless against any loss arising from the nonpayment thereof.

The undersigned certifies or declares under the penalty of law that the foregoing is true and correct.

Executed as a sealed instrument this _____ day of _____, 20__.

Subcontractor/ Material Supplier Company Name: _____

Subcontractor/ Material Supplier: _____ Printed Name: _____ Title: _____
 _____ Duly Authorized Signature

Witness Name Printed and Signature: _____