

NATICK PUBLIC SCHOOLS
School Committee Meeting
May 8, 2017
7:15 PM
School Committee Room, 3rd Floor Town Hall

Posted In Accordance with Provisions of M.G.L. Chapter 30A, Sections 18-25

- Roll Call
- Pledge of Allegiance
- Moment of Silence

PUBLIC SPEAK

A period not exceeding 15 minutes during which time any individual may voice an opinion or concern on any school-related issue that is not on the agenda. During public speak there will not be an opportunity for debate of issues raised.

ACTION ITEMS

1. Approve Kennedy Middle School Building Committee's Recommendation for Site Selection
2. Approve Architect Contract Approved by the Kennedy Middle School Building Committee
3. Reapprove the 2017-2018 School Calendar
4. Approval of Minutes of April 24, 2017 and Executive Session Minutes of April 24, 2017

Teaching and Learning

Chairman's Report

1. Discussion to Amend the 2017-2018 School Calendar
- Subcommittee/Liaison Updates
 - Report on warrants signed
 1. Report on Warrants Signed

Superintendent's Report

1. Recognition of Meghan Dwyer, Massachusetts Association for Health, Physical Education & Dance (MAHPERD) Teacher of the Year
2. Hey NHS/WMS/KMS. . . How Are You? Update
3. Middle School Schedule Update
4. 2017-2018 Projected Enrollments
5. Kennedy Middle School Building Project Update

Correspondence/Information:

1. Enrollment Update May 1, 2017

Members Concerns

- School Committee
- Teacher Representative
- Student Representative

EXECUTIVE SESSION

1. None

FUTURE MEETING DATES/AGENDA ITEMS
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May 22 - Elementary Principals Professional Practice Goal-Literacy Instruction, Update from Memorial and Johnson School Principals on their Entry Plans, Homework Procedures, NHS Therapy Dog,

June 5 - 2017-2018 Projected Enrollments, Innovation Team Report, FY'17 Budget Update, Approval of 2017-2018 School Committee Meeting Schedule, Master Teachers, Responsible Use Policy/Go Fund Me Policy

Agenda items will be addressed in an order determined by the chair.

ITEM TITLE: Approve Kennedy Middle School Building Committee's Recommendation for Site Selection

ITEM SUMMARY:

ATTACHMENTS:

Description	File Name	Type
Kennedy Middle School Site Analysis	Site_Analysis_5-3-17_FINAL.pdf	Cover Memo

Site Evaluation

Kennedy Middle School

1

**Kennedy Middle
School Site**

4

Snap-On Tools Site

3

Coolidge Hill/Field Site

5

West Street Site

6

McHugh Farm Site

2

Windy Lo Site



Site Evaluation Methodology

- 1** Collect pertinent information for each site& document findings in site narratives and drawings.
Summarize advantages & disadvantages of each site

- Physical Boundaries of the site, legal ownership, & lot size
- Zoning regulations
- Topography
- Wetlands
- Rare & Endangered Species
- Roadways & Parking lots
- Utilities: water, gas, electric, sewer
- Drainage
- Soils

- 2** Develop Site Selection Criteria matrix to determine compliance percentage level of each site

Site Options Selection Matrix	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6	Remarks
Kennedy Middle School Project	Existing Kennedy Middle School Site	Windy Lo Nursery 309 Eliot Street	Coolidge Hill/Field Lincoln & School Street	Snap On Tools 245 West Central Street	West Street Parcels	McHugh Farm 133 Cottage Street	
	94%	50%	44%	44%	62%	35%	

Site Evaluation Methodology

3

Does the available site acreage and configuration allow for an appropriately configured 1,000 pupil middle school and the necessary site amenities to comply with MSBA regulations and guidelines?

- Determine overall program size for the Kennedy Middle School based upon MSBA Space Summary Program for a 1,000 pupil middle school. (160,000sf-190,000sf)
- Identify possible program space increases in the Space Summary Program Natick may consider:
 - Special Ed, Vocation & Technology, Physical Ed, Auditorium in lieu of Cafetorium
- Identify typical first floor program spaces:
 - 50% of the following program spaces: Core Academic, Special Education, Art & Music, Vocations & Technology
 - 100% of the following program spaces: Health & Phys Ed, Dining & Food Service, Medical, Admin & Guidance, Custodial & Maintenance
- Determine the approximate first floor footprint of the new school: **100,000 to 130,000sf**
- Prepare scaled drawings showing building footprint on the proposed site using **130,000sf** footprint
- Determine overall rating of site for development of a 1,000 pupil middle school



Site Evaluation

Kennedy Middle School

1



Kennedy Middle School

4



Snap On Tools

3



Coolidge Hill & Field

Natick

5



West Street

6



McHugh Farm

2



Windy Lo

Site Evaluation

Kennedy Middle School

1



Natick

EXISTING CONDITIONS J.F. KENNEDY MIDDLE SCHOOL

165 MILL STREET NATICK, MA.
PARE PROPOSAL No. 17043.00 APRIL 2017



LEGEND

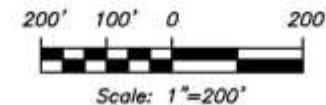
- PROPERTY LIMIT
- BUILDING SETBACKS
- ABUTTING PROPERTIES
- DEP WETLANDS
- 100-FOOT WETLAND BUFFER
- AQUIFER RECHARGE AREA
TOWN OF NATICK
- ★ VERNAL POOL (POTENTIAL)

NOTE:

TOTAL AREA OF PROPERTY LIMIT IS 35.2± ACRES
(INCLUDES AP 32 LOTS 13, 46, 47A, 48)

ZONING:

RESIDENTIAL-SINGLE (RSA) DISTRICT



ALL DATA LAYERS WERE OBTAINED FROM OFFICE OF GEOGRAPHIC AND ENVIRONMENTAL INFORMATION (MASSGIS), COMMONWEALTH OF MASSACHUSETTS EXECUTIVE OFFICE OF ENVIRONMENTAL AFFAIRS

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Site Evaluation

Kennedy Middle School



Advantages:

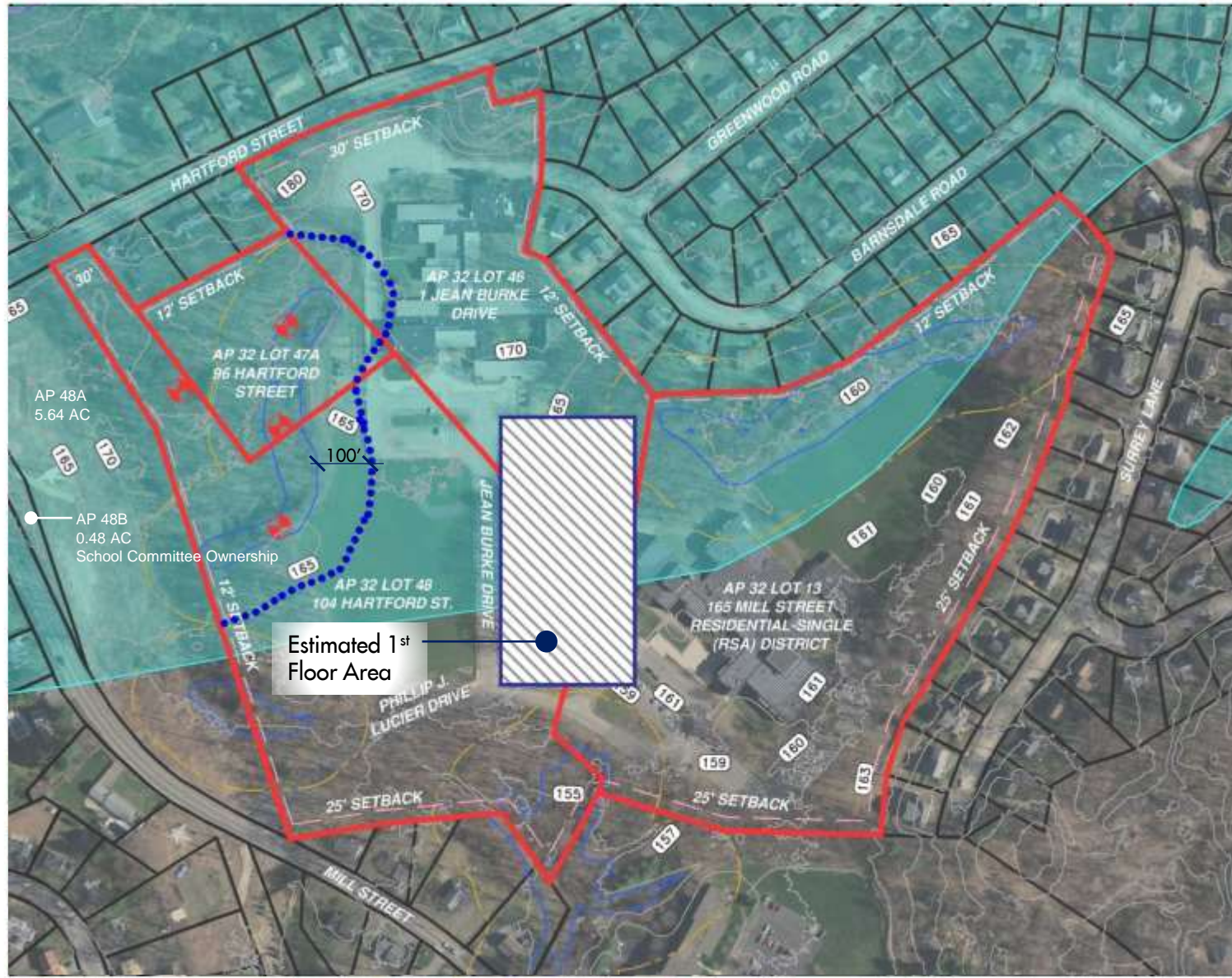
Topography	favorable
Utilities	Sewer, Water, Gas, Electric
Zoning	Current Educational Use

Disadvantages:

Soils	May required on site storm water detention
Wetlands	No Disturbance within 25' of Protected Resource Area (4) Potential Vernal Pools identified in western section of site. (May require a 100' no disturbance from wetland edge)
Aquifer	Portion of Site located in Aquifer Recharge Area

Site Evaluation

Kennedy Middle School



Site Evaluation

Windy Lo Nursery

1

Natick

2



4.49 miles from existing
Kennedy Middle School

EXISTING CONDITIONS

WINDY-LO NURSERY

309 ELIOT STREET NATICK, MA.

PARE PROPOSAL No. 17043.00 APRIL 2017



LEGEND

- PROPERTY LIMIT
- BUILDING SETBACKS
- ABUTTING PROPERTIES
- DEP WETLANDS
- 100-FOOT WETLAND BUFFER
- STREAM OR POND
- PRIORITY HABITAT

NOTE:

TOTAL AREA OF PROPERTY LIMIT IS 11.3± ACRES
(INCLUDES AP 72 LOT 39E)

ZONING:

RESIDENTIAL-SINGLE (RSB) DISTRICT

200' 100' 0 200'



Scale: 1"=200'



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508-543-1755



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Site Evaluation

Windy Lo Nursery



Advantages:

Topography	Favorable
Utilities	Water, Gas, Electric
Zoning	Educational Use Permitted

Disadvantages:

Location	Site is remotely located- 4.49 miles from KMS
Soils	Naturally saturated soils; heavily limits infiltration
Road Access	Northern site access to Everett St. may not be viable for redevelopment as a two-way paved road
Groundwater	High ground water level anticipated on-site as indicated by existing soil types
Utilities	Town Sewer not available- On-Site sewage treatment will be required. Drainage characteristics of existing soils would be problematic for on-site treatment
Contamination	Previous use as a nursery may expose the site to contamination

Site Evaluation

Windy Lo Nursery



Site Evaluation

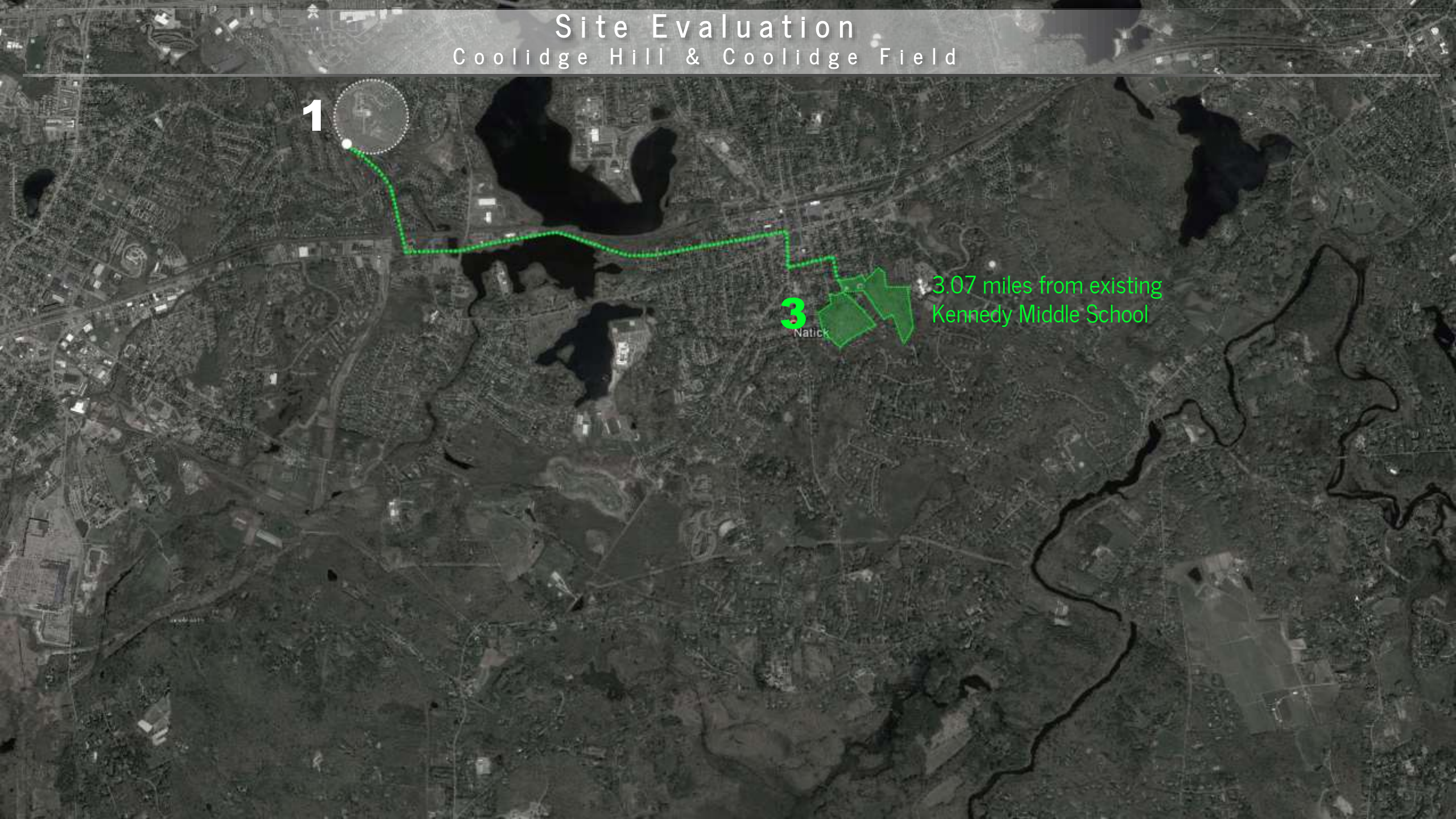
Coolidge Hill & Coolidge Field

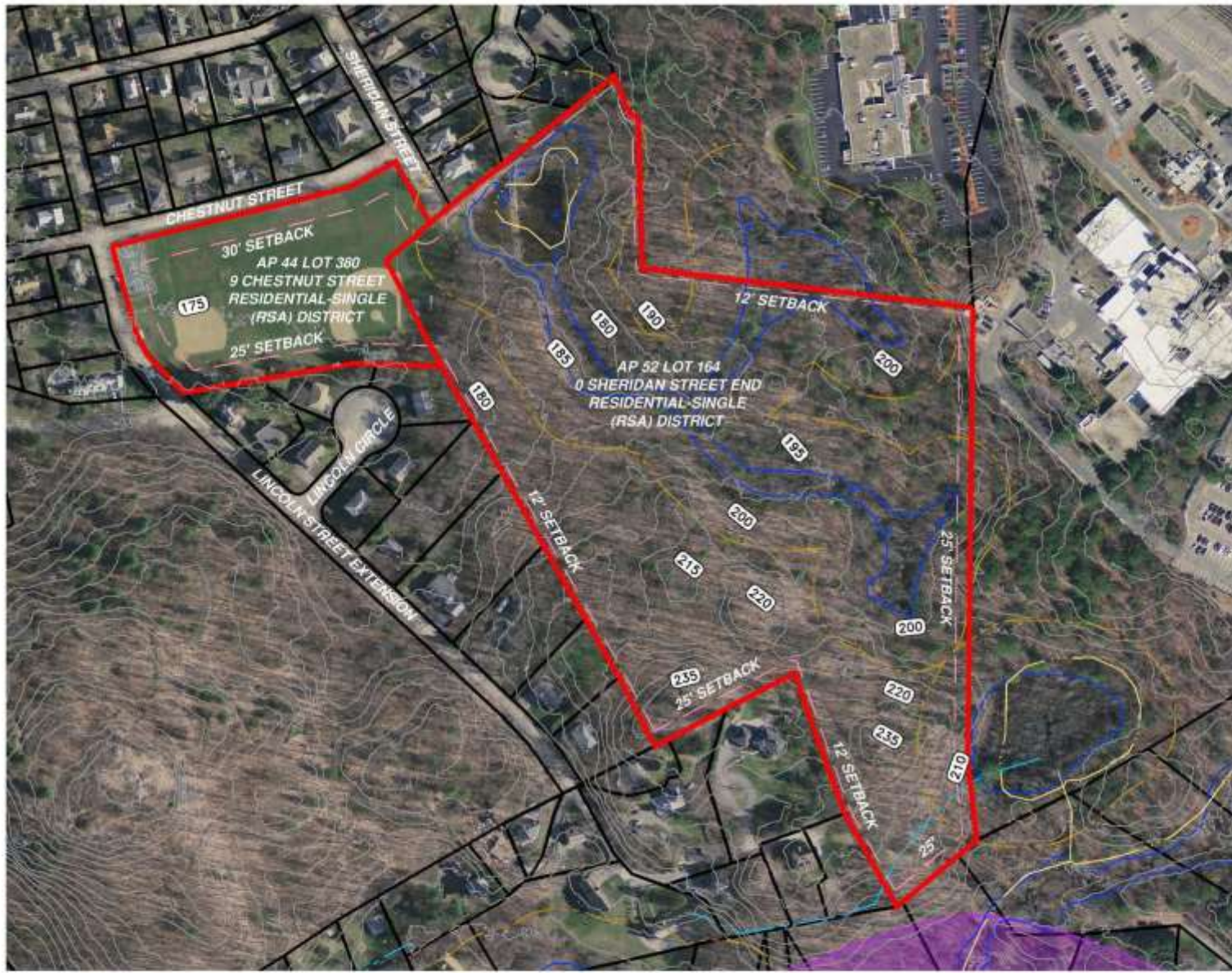
1

3

Natick

3.07 miles from existing
Kennedy Middle School





EXISTING CONDITIONS COOLIDGE FIELD

9 CHESTNUT STREET NATICK, MA.
PARE PROPOSAL No. 17043.00 APRIL 2017



LEGEND

- PROPERTY LIMIT
- BUILDING SETBACKS
- ABUTTING PROPERTIES
- DEP WETLANDS
- 100-FOOT WETLAND BUFFER
- 200-FOOT RIVERFRONT AREA
- FEMA FLOOD BOUNDARY

NOTE:

TOTAL AREA OF PROPERTY LIMIT IS 22.9± ACRES
(INCLUDES AP 44 LOT 380 AND AP 52 LOT 164)

ZONING:

RESIDENTIAL-SINGLE (RSA) DISTRICT

200' 100' 0 200'



Scale: 1"=200'



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Site Evaluation

Coolidge Field

Advantages:

Topography Favorable

Disadvantages:

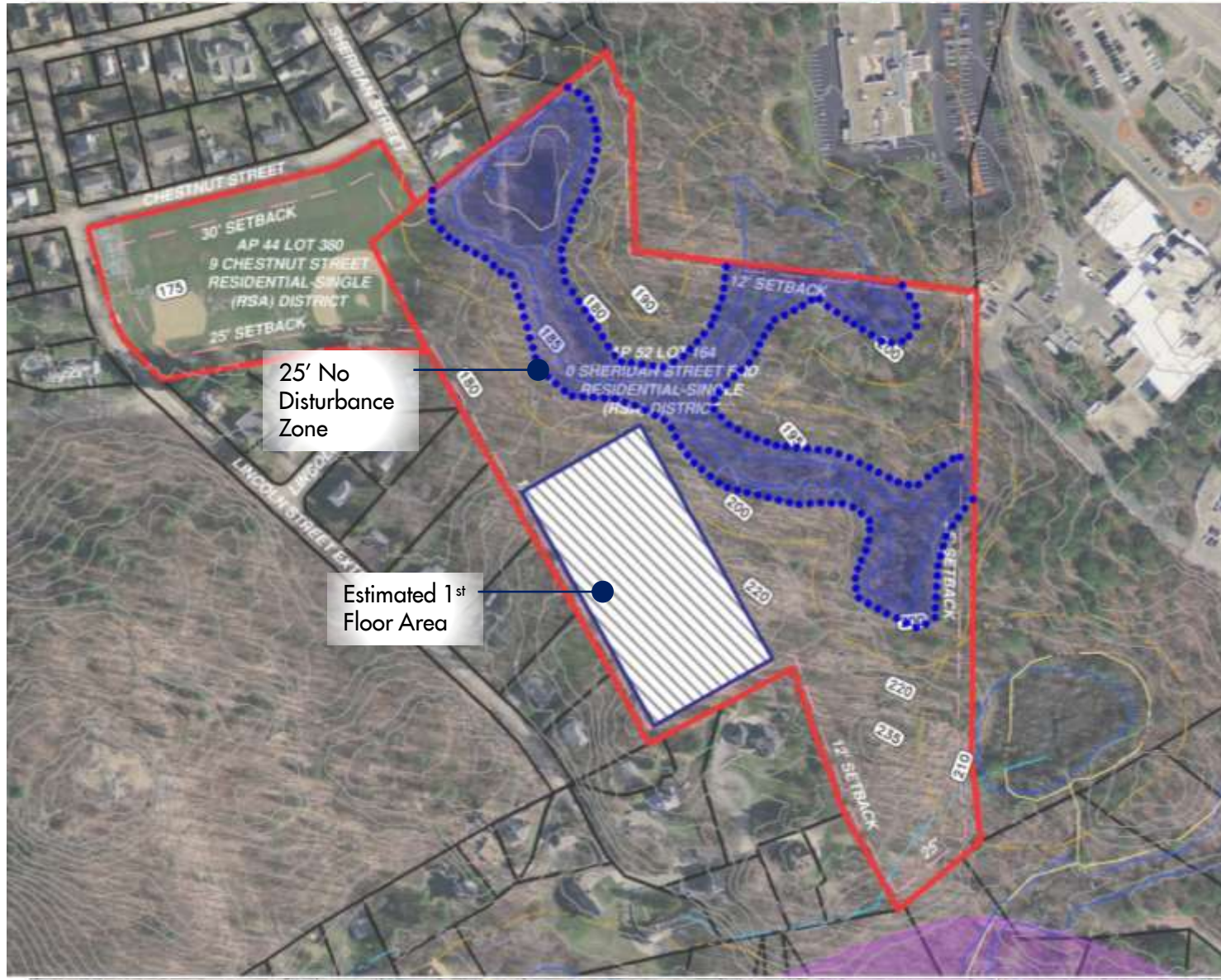
Permitted Use * *Educational Use Permitted, however, site is listed as Protected Open Space "in perpetuity" by MassGIS data.

Location	Site is remotely located- 3.07 miles from KMS
Wetlands	Significant wetland constraint at the center of the site would impact development of parking and fields
Road Access	Limited roadway access from Sheridan Street
Sewer Utilities	No existing sewer utility service to Coolidge Field
Utilities	No water, gas, or electric service provided to Site



Site Evaluation

Coolidge Field



Site Development

Overall rating of site for development of Middle School for 1,000 pupils





EXISTING CONDITIONS COOLIDGE HILL

38 SCHOOL STREET EXT. NATICK, MA.
PARE PROPOSAL No. 17043.00 APRIL 2017



LEGEND

- PROPERTY LIMIT
- BUILDING SETBACKS
- ABUTTING PROPERTIES
- DEP WETLANDS
- 100-FOOT WETLAND BUFFER
- 200-FOOT RIVERFRONT AREA
- FEMA FLOOD BOUNDARY

NOTE:

TOTAL AREA OF PROPERTY LIMIT IS 19± ACRES
(INCLUDES AP 52 LOT 150)

ZONING:

RESIDENTIAL-SINGLE (RSA) DISTRICT

200' 100' 0 200'



Scale: 1"=200'



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Site Evaluation

Coolidge Hill



Advantages:

Disadvantages:

Permitted Use * *Educational Use Permitted, however, site is listed as Protected Open Space "in perpetuity" by MassGIS data.

Topography	Steep Slopes will negatively impact development of Site
Location	Site is remotely located- 3.07 miles from KMS
Road Access	Minimum access requirements to the site from Lincoln St Extension and Edgewood Ave would need to be further analyzed
Sewer Utilities	No existing sewer utility service to Coolidge Field
Utilities	No water, gas, or electric service provided to Site

Site Evaluation

Coolidge Hill



Site Development

Overall rating of site for development of Middle School for 1,000 pupils



Site Evaluation

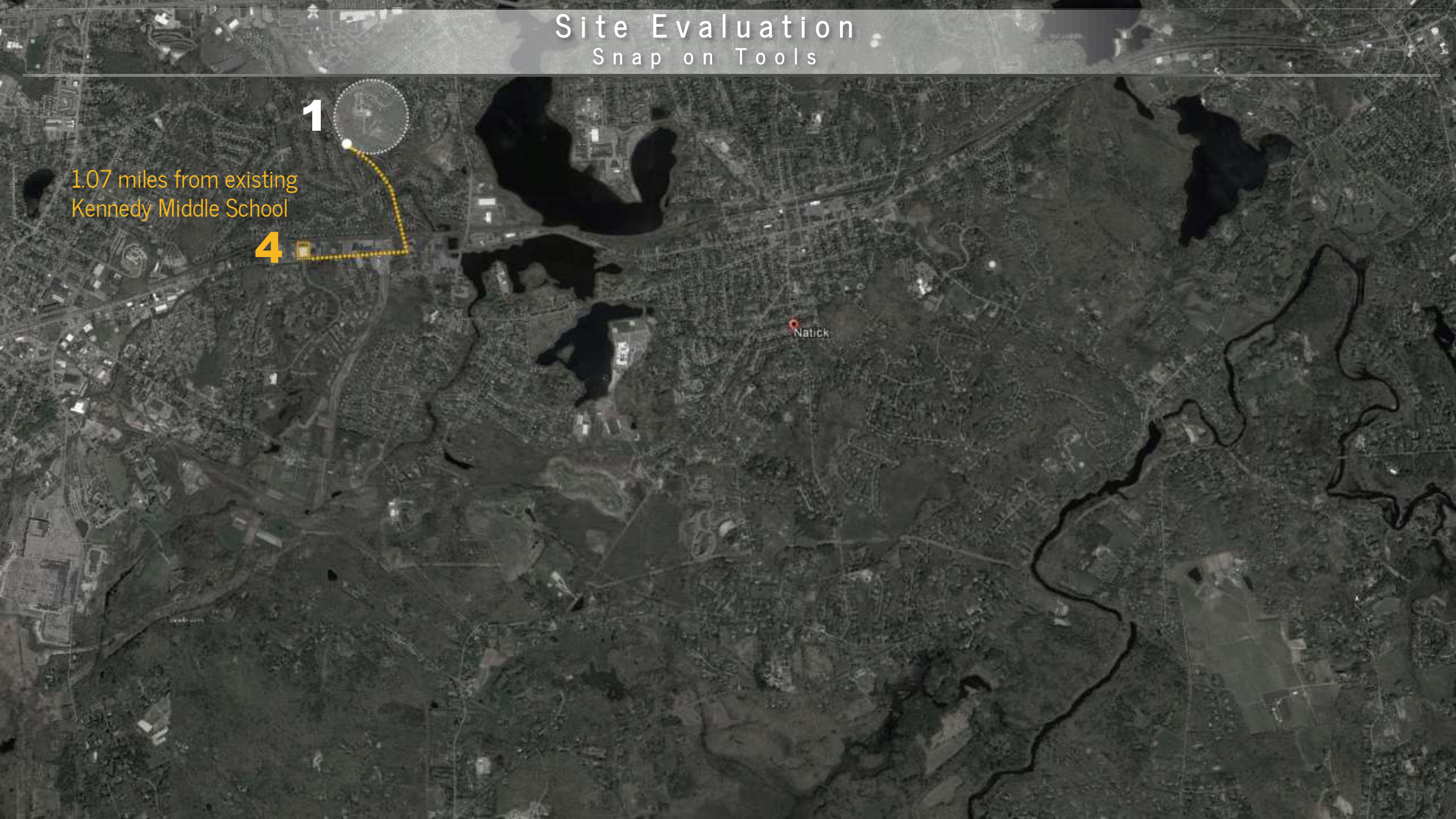
Snap on Tools

1

1.07 miles from existing
Kennedy Middle School

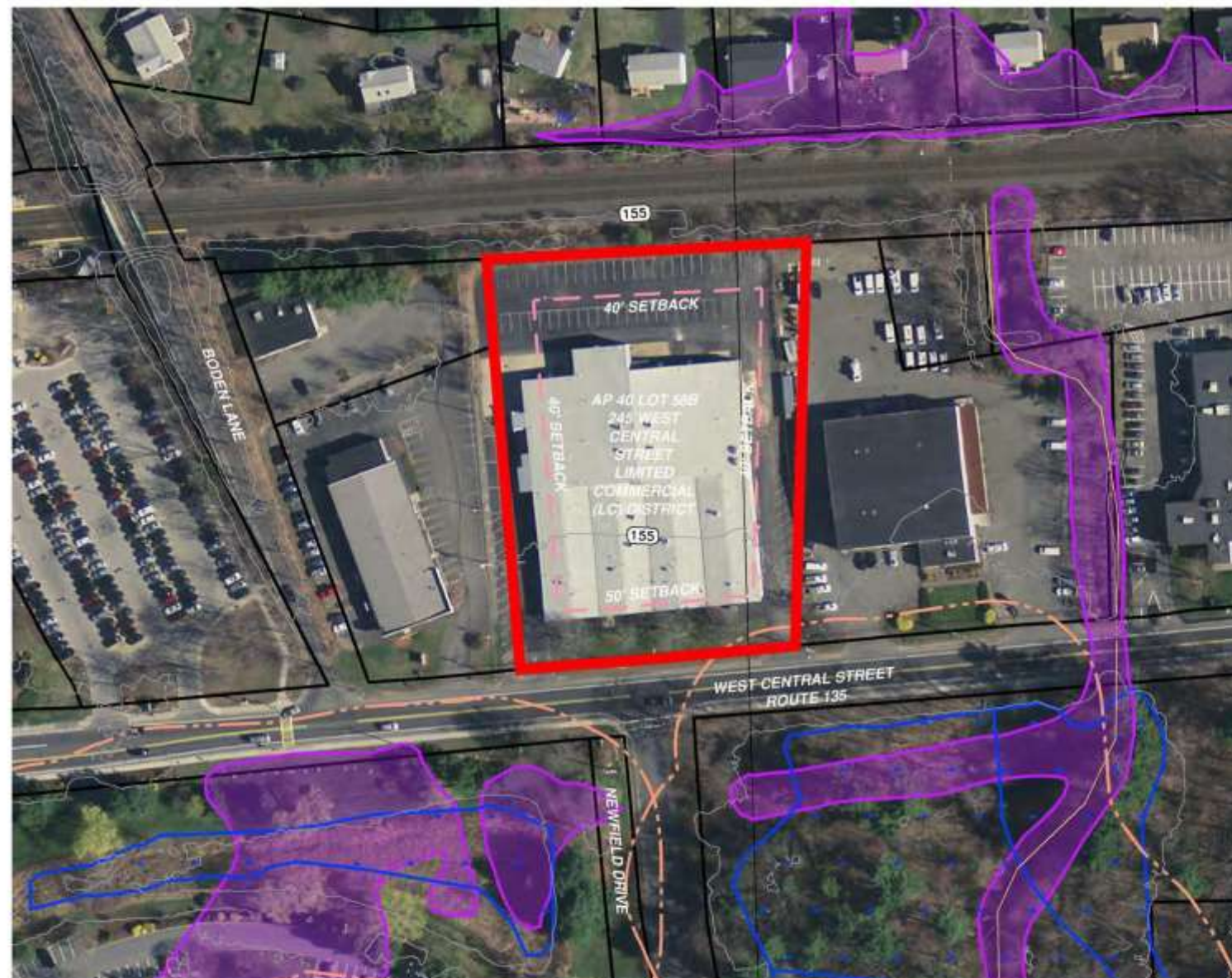
4

Natick



EXISTING CONDITIONS SNAP-ON TOOLS

245 WEST CENTRAL STREET NATICK, MA.
PARE PROPOSAL No. 17043.00 APRIL 2017



LEGEND

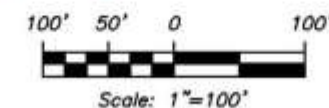
- PROPERTY LIMIT
- BUILDING SETBACKS
- ABUTTING PROPERTIES
- DEP WETLANDS
- 100-FOOT WETLAND BUFFER
- FEMA FLOOD BOUNDARY

NOTE:

TOTAL AREA OF PROPERTY LIMIT IS 2.5± ACRES
(INCLUDES AP 40 LCT 58B)

ZONING:

LIMITED COMMERCIAL (LC) DISTRICT



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Site Evaluation

Snap on Tools



Advantages:

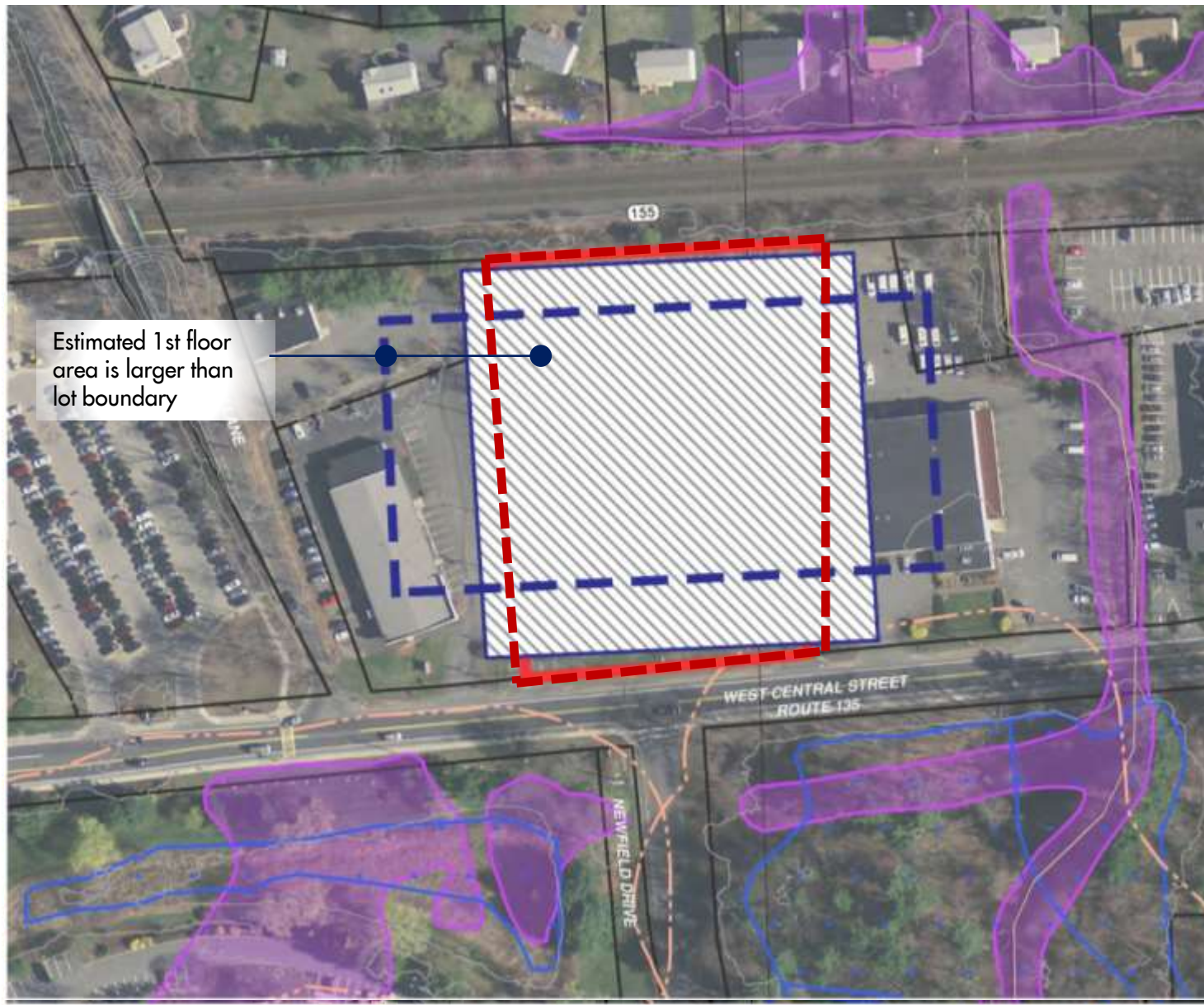
Location	Site is located 1.07 miles from KMS
Topography	Flat site is favorable for development
Road Access	Access from West Central St. would allow sufficient access to a school site
Utilities	Water, sewer, gas, or electric service are currently servicing the existing building
Zoning	Educational Use Permitted

Disadvantages:

Soils	Site soils classified as Urban Fill and will impact planning for foundations and infiltration
Wetlands	1943 Topo Maps indicate a wetland infringing on the site from the north
Buildable Area	Site will not support the buildable area needed for a 1,000 pupil middle school without obtaining ownership of adjacent parcels. Lot size is 2.50 acres
Parking	Limited lot size for parent and bus circulation and parking
Site Amenities	Athletic fields would not be supported on the current lot even with the procurement of adjacent parcels

Site Evaluation

Snap on Tools



Site Development
Overall rating of site for development of Middle School for 1,000 pupils



Site Evaluation

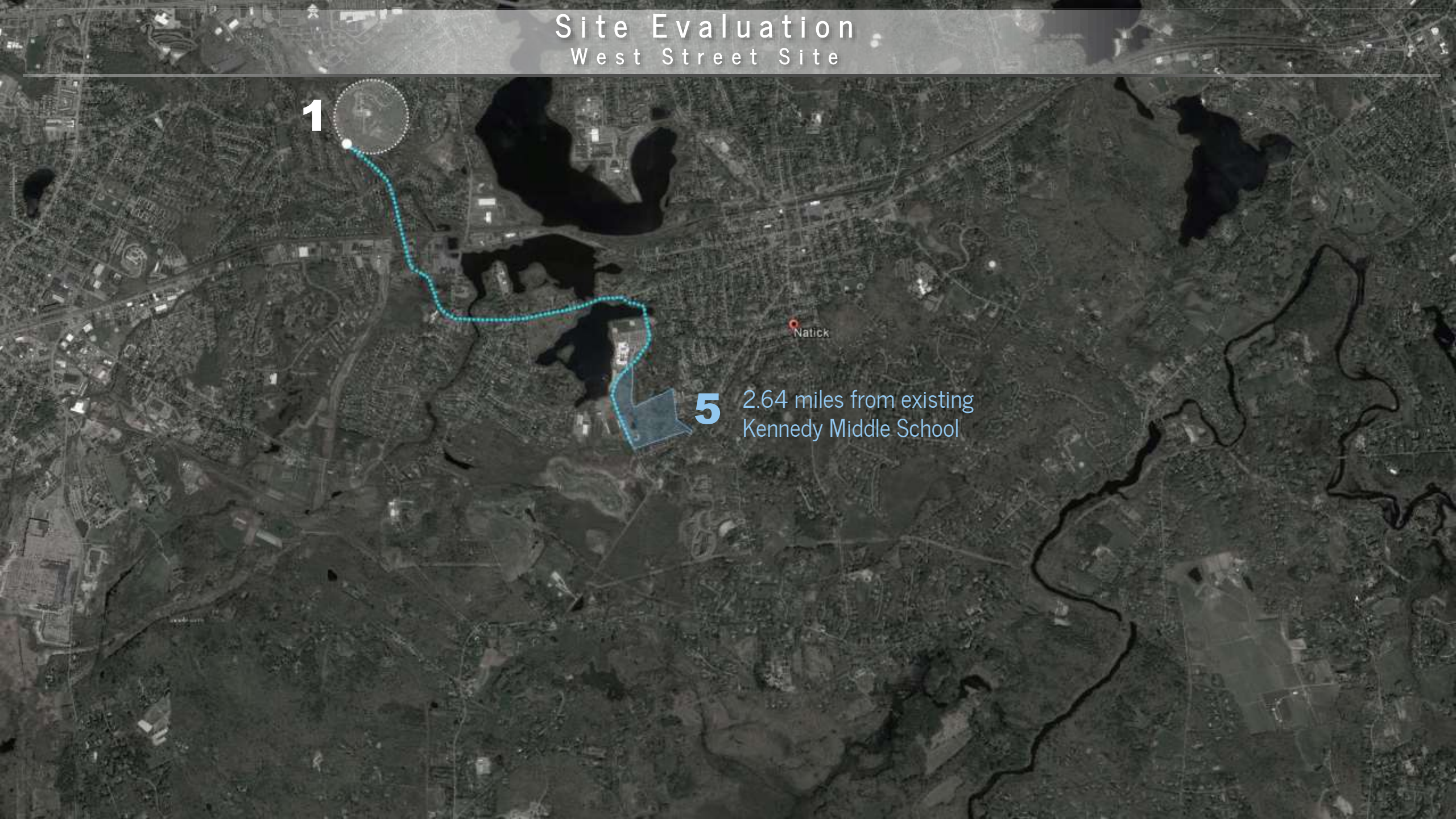
West Street Site

1

Natick

5

2.64 miles from existing
Kennedy Middle School



EXISTING CONDITIONS NATICK HIGH SCHOOL

0 WEST STREET NATICK, MA.
PARE PROPOSAL No. 17043.00 APRIL 2017



LEGEND

- PROPERTY LIMIT
- BUILDING SETBACKS
- ABUTTING PROPERTIES
- DEP WETLANDS
- 100-FOOT WETLAND BUFFER
- FEMA FLOOD BOUNDARY
- AQUIFER RECHARGE AREA TOWN OF NATICK
- ★ VERNAL POOL (POTENTIAL)

NOTE:

TOTAL AREA OF PROPERTY LIMIT IS 73.4± ACRES
(INCLUDES AP 50 LOT 18 AND AP 59 LOTS 8, 9, 52)

TOTAL AREA OF STUDY AREA IS 33.4± ACRES
(INCLUDES AP 50 PORTION OF LOT 18 AND
AP 59 LOTS 8, 9, 52)

ZONING:

RESIDENTIAL-SINGLE (RSA) DISTRICT

250' 125' 0 250'



Scale: 1"=250'

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Site Evaluation

West Street



Advantages:

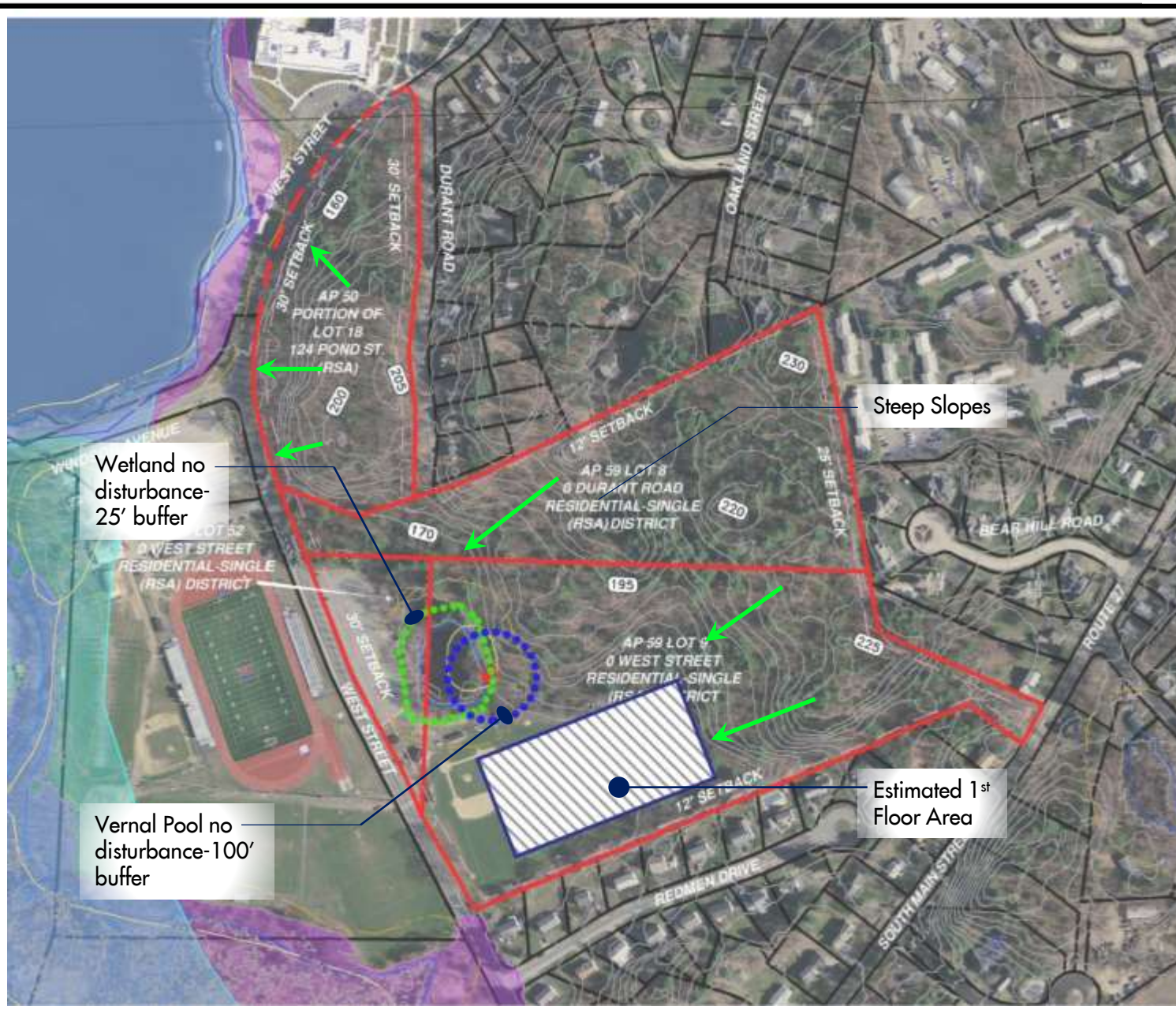
- | | |
|--------|--|
| Zoning | Educational Use Permitted |
| Soils | With the exception of the parking lot area, soils are generally favorable throughout the site for filtration |

Disadvantages:

- | | |
|-----------------|--|
| Topography | Steep Slopes rise from the existing fields and parking lot to the west toward the east. Grade change is approximately 70'. The steep slopes will negatively impact development of the Site |
| Wetland | Wetland located between the parking lot and the ballfield could negatively impact the development and access to the site
Potential Vernal Pool identified adjacent to the small pond. If confirmed, a 100' no disturbance is anticipated. |
| Soils | Urban fill used in the parking area may contain unsuitables that would need to be removed in order to allow on-site filtration |
| Location | Site is remotely located- 2.69 miles from KMS |
| Road Access | Access from West Street is sufficient for access, however, the traffic impact to West street would need to be studied as a result of a new 1000 pupil middle school and its relation to the existing High School and football stadium. |
| Sewer Utilities | Existing sewer service is provided in West St., however, the capacity to service a school would need to be further analyzed |
| Utilities | No gas service provided to site, or electric service improvements via overhead lines to the site would be required |

Site Evaluation

West Street



Site Evaluation

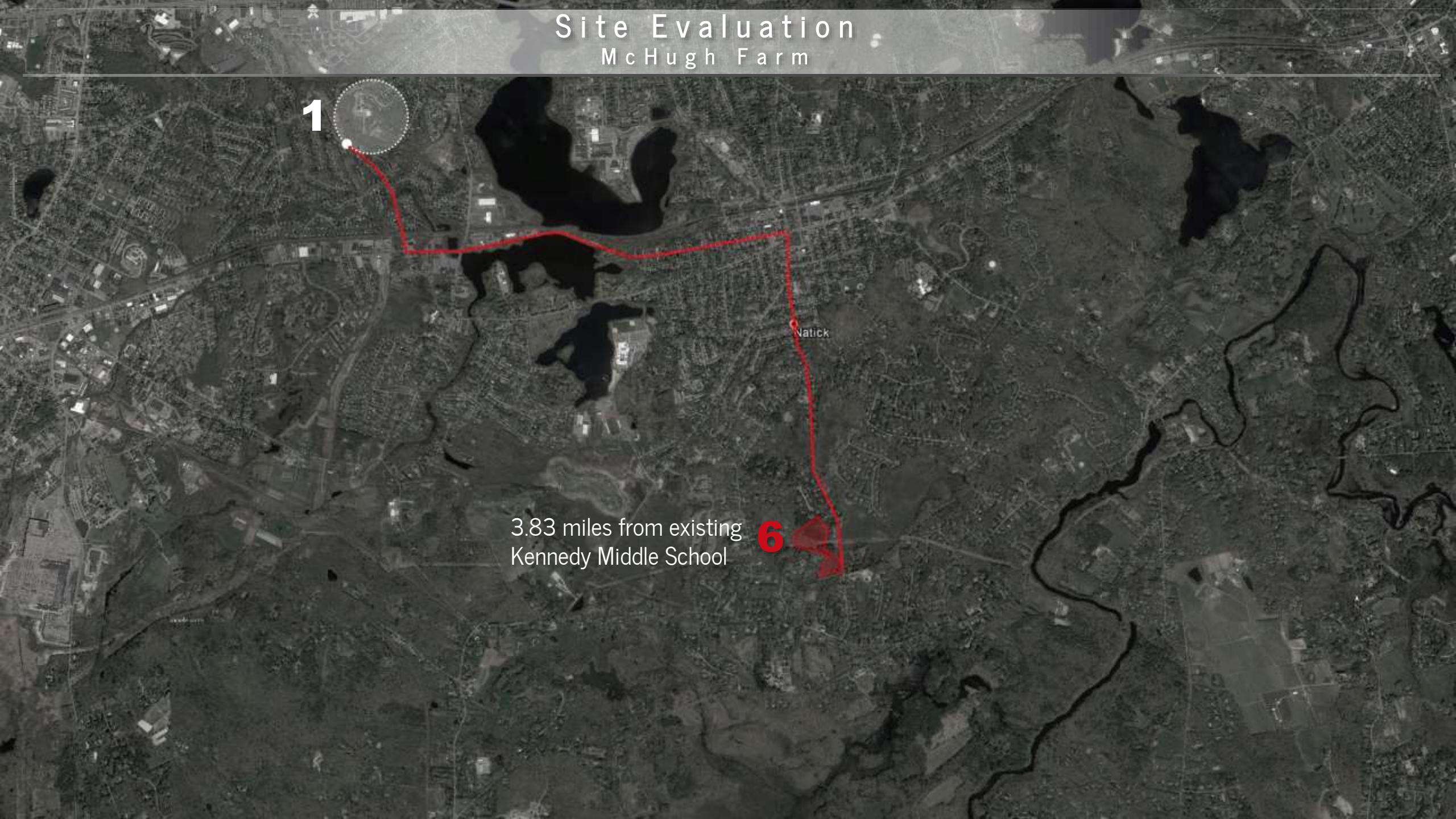
McHugh Farm

1

Natick

3.83 miles from existing
Kennedy Middle School

6





EXISTING CONDITIONS MCHUGH FARM

159 COTTAGE STREET NATICK, MA.
PARE PROPOSAL No. 17043.00 APRIL 2017



LEGEND

- PROPERTY LIMIT
- BUILDING SETBACKS
- ABUTTING PROPERTIES
- DEP WETLANDS
- 100-FOOT WETLAND BUFFER
- 200-FOOT RIVERFRONT AREA
- FEMA FLOOD BOUNDARY
- STREAM OR POND

NOTE:

TOTAL AREA OF PROPERTY LIMIT IS 9.8± ACRES
(INCLUDES AP 67 LOTS 14, 15)

ZONING:

RESIDENTIAL-SINGLE (RSB) DISTRICT

200' 100' 0 200'



Scale: 1"=200'



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Site Evaluation

McHugh Farm



Advantages:

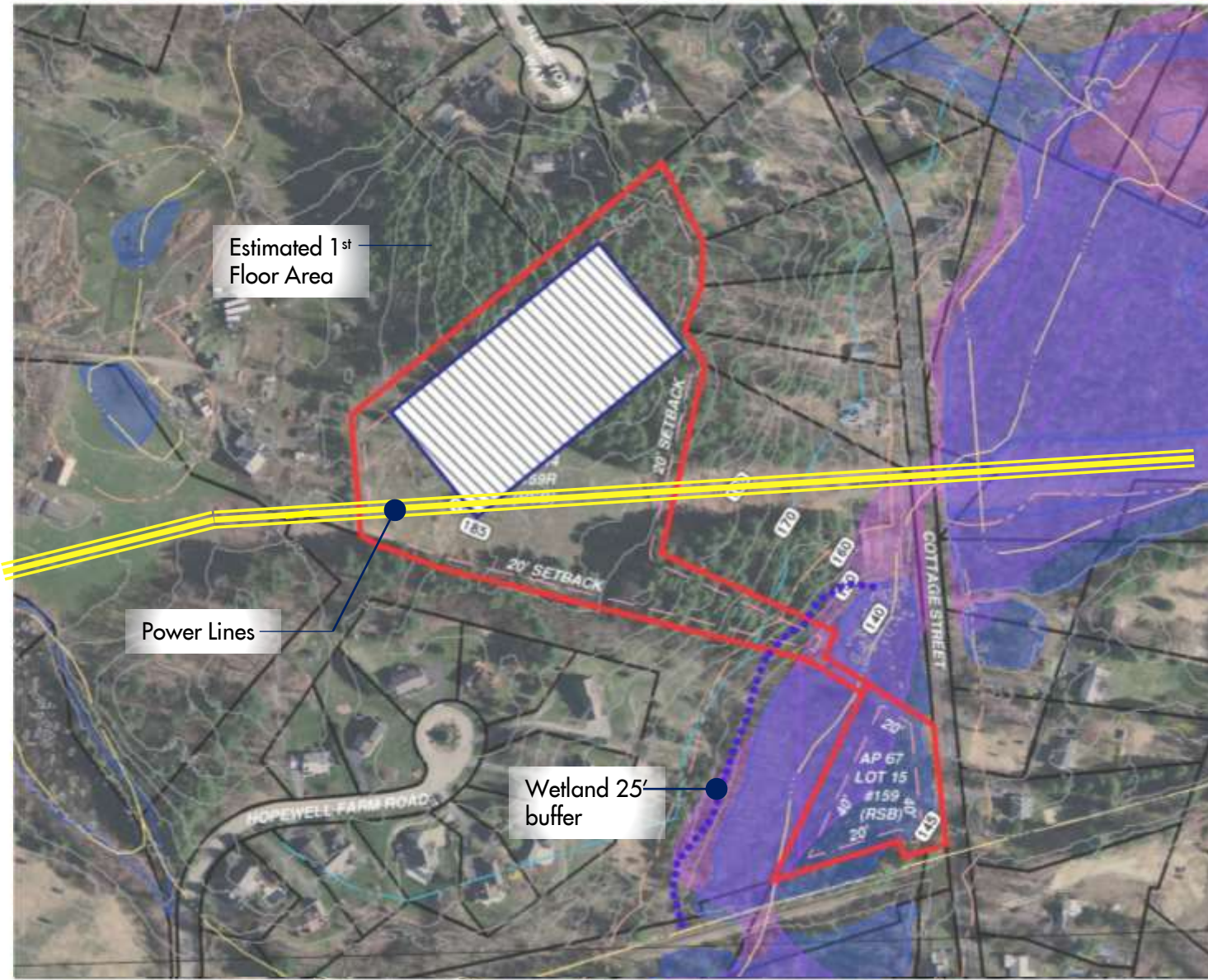
Zoning Educational Use Permitted

Disadvantages:

- | | |
|-----------------|--|
| Topography | Steep Slopes will negatively impact development site access roadway from Cottage St. |
| Wetlands | Wetlands at southeast corner of site will potentially prohibit access from Cottage St.
Portion of the site is located in the 200' riverfront buffer |
| Soils | High amount of Type D soils will heavily limit infiltration |
| Location | Site is remotely located- 3.83 miles from KMS |
| Road Access | Cottage St. Access may not be viable for redevelopment as a two-way paved road due to limited access width of 25'
Easement from west via Wayside Road would be required if Cottage St. access is not feasible |
| Sewer Utilities | No existing sewer utility service to the parcels being studied |
| Utilities | Water, gas, and electric services provided at Cottage St., however access to those utilities would require permitting through the wetland buffers.
Overhead power lines currently bisect the site. |
| Wetlands | Site is partially located within the FEMA Flood Zone X located along the on-site stream edge |

Site Evaluation

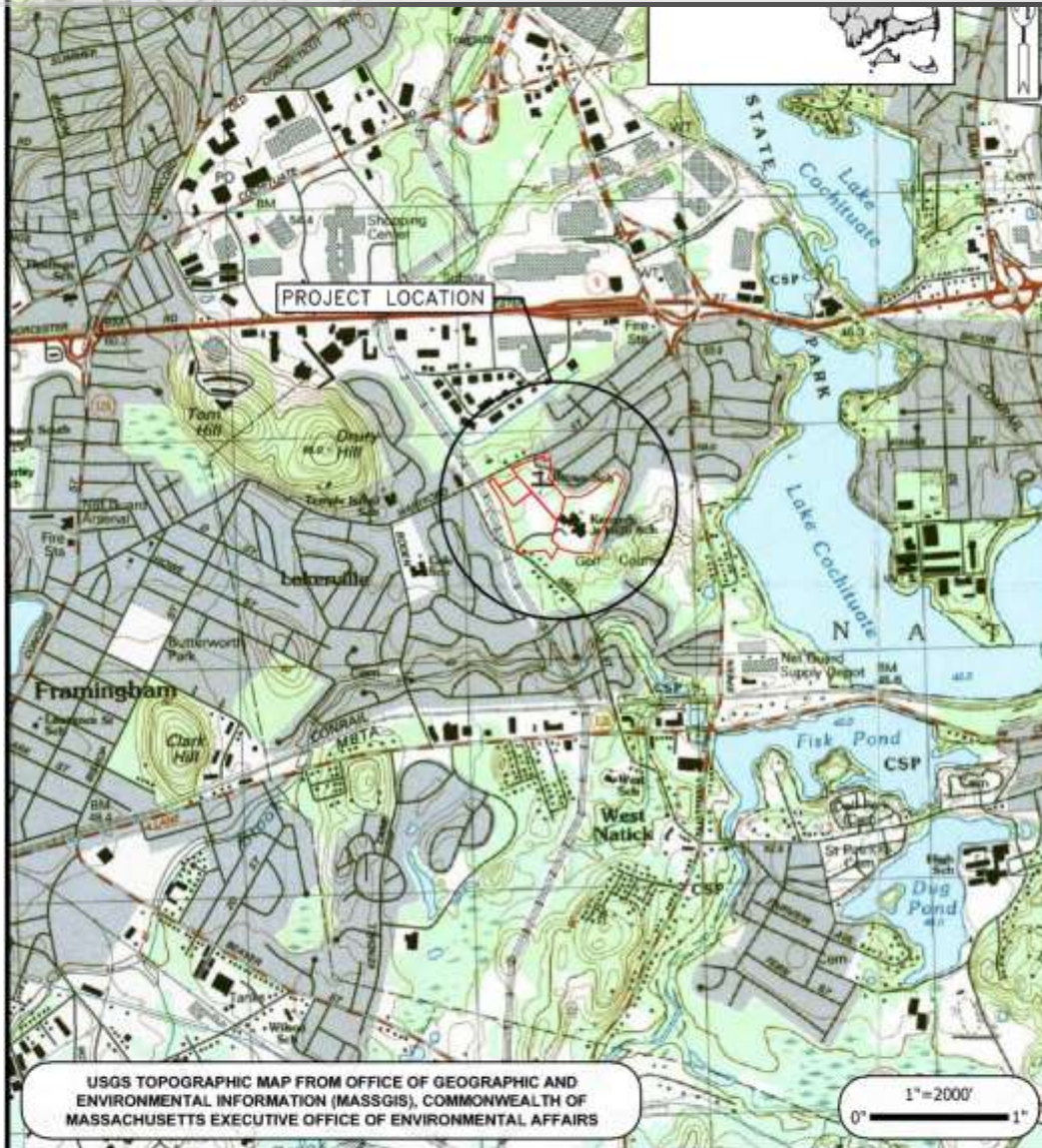
McHugh Farm



Site Options Selection Matrix		Option 1	Option 2	Option 3	Option 4	Option 5	Option 6	Remarks
	Kennedy Middle School Project	Existing Kennedy Middle School Site 165 Mill Street	Windy Lo Nursery 305 Eliot Street	Coolidge Hill/Field 36 School Extension Street	Snap On Tools 245 West Central Street	West Street Parcels	McHugh Farm 159 Cottage Street	
1	Does the available site acreage and configuration allow for an appropriately configured 1,000 pupil middle school and the necessary site amenities to comply with MSBA regulations and guidelines?	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>		Buildable area diagrams have been provided for each site which show a typical 1st floor footprint for the six sites under consideration
2	Is the site currently owned by the School Department/Town of Natick and thus avoids requiring a Town Meeting to approve funds for site ownership?	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		Upon submission of the Schematic Design documents on December 21, 2017 the MSBA recommends the District has ownership, access, and full control of the site. Failure to comply with this requirement would prevent the execution of a Project Funding Agreement with the MSBA
3	Does the site avoid the elimination and/or replacement of existing Town owned resources, i.e. playgrounds, ball fields, and parking?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	Coolidge Hill/Field and West St Parcels are the only sites under consideration that contain Town owned recreational fields
4	Can the site accommodate necessary outdoor educational program space for physical education and avoid significant site development costs associated with ledge removal and/or earth support features such as retaining walls?	<input checked="" type="checkbox"/>						Minimum outdoor educational spaces would include one ballfield, one soccer field, and hard surface play area
5	Can the site accommodate expanded outdoor space for both school and community activities such as additional ball fields, tennis courts, soccer fields, practice fields and avoid significant site development costs associated with ledge removal and/or earth support features such as retaining walls?	<input checked="" type="checkbox"/>						Expanded outdoor opportunities include fields/courts above the minimum amenities listed in Question 4 above.
6	Can the site accommodate an enhanced outdoor 21st Century educational environment with amenities such as nature trails, outdoor biology labs, outdoor science classrooms, and outdoor amphitheaters?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		21st century middle schools are incorporating outdoor learning environments to support their science, physical education, sustainability, and technology curriculum
7	Does the site allow for close proximity of shared educational and community space with other schools? (i.e. collaboration with an elementary school or high school)	<input checked="" type="checkbox"/>						Districts have identified educational and community benefits for students, parents, and teachers when schools share the same site
8	Will the site location avoid redistricting?	<input checked="" type="checkbox"/>						Any site other than the existing Kennedy middle school will require redistricting
9	Does the site avoid disruption to existing educational environments?		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Sites currently occupied by students which require phased demolition and or phased construction would be considered disruptive to the educational environment. However, it is important to note that all school projects completed in Natick over the past 25 years, including Brown Lilja, Ben-Hem, Wilson, and the High School were all constructed while the sites were occupied and there was minimal disruption. In fact the construction activity was sometimes incorporated into the educational program as a learning opportunity.
10	Will the site avoid additional development costs such as tree clearing, ledge, grading, removal of undesirable soils which would increase the unreimbursed cost to the Town of Natick when compared to an already developed site?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>			Undeveloped wooded sites and sites with steep slopes require significant development costs when compared to sites that are level and currently developed. The MSBA will cap the site development cost at 8% of the total construction cost.
11	If there are existing structures on site which will need to be demolished/abated would the costs be reimbursed by the MSBA?	<input checked="" type="checkbox"/>						If a new site is purchased, the MSBA will not reimburse Districts for the costs to purchase the site, nor will it reimburse the District for costs associated with remediation or demolition.
12	Will the site avoid increased bus transportation costs?	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>		The site was analyzed based upon students who could walk to school from surrounding neighborhoods
13	Is the site compatible with the Town's future plans for the site's development?	<input checked="" type="checkbox"/>						The evaluation criteria only pertains to Town owned sites. Committee members have identified the possibility of further recreational development for the West St. site and Coolidge Hill/Field site.
14	Is the site accessible to the population currently served by Kennedy Middle School?	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>			Sites located within 1 mile of the existing middle school site would be considered accessible.
15	Does the site avoid the elimination and/or replacement of existing Town owned resources, i.e. playgrounds, ball fields, and parking?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	Coolidge Hill/Field and West St Parcels are the only sites under consideration that contain Town owned recreational fields
16	Is the site convenient for parents, teachers, and students?	<input checked="" type="checkbox"/>						Districts, parents, and administrators have identified advantages when elementary and middle schools occupy the same site. Parents identify transportation (drop off and pick up) benefits. Districts identify cost savings when professionals and specialists have access to multiple schools on a campus

Site Options Selection Matrix		Option 1	Option 2	Option 3	Option 4	Option 5	Option 6	Remarks
	Kennedy Middle School Project	Existing Kennedy Middle School Site 165 Mill Street	Windy Lo Nursery 305 Eliot Street	Coolidge Hill/Field 36 School Extension Street	Snap On Tools 245 West Central Street	West Street Parcels	McHugh Farm 159 Cottage Street	
17	Is the site capable of supporting adequate parking, bus drop off, parent drop off, and safe vehicle circulation?	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>		The existing 1963 drawings identify 71 lined parking spaces. Natick zoning bylaws do not control educational facilities therefore parking requirements were obtained by the Institute for Transportation Engineers (ITE). ITE recommends 0.09 vehicles for every student in a Middle School.
18	Is the site located in an area where the community will be supportive with respect to traffic impacts and accessibility via existing residential streets?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>	Potential traffic impacts to residents of West St. are anticipated if a middle school is located on the proposed site. Access to Coolidge Hill/Field site could have a negative impact to residents due to the existing narrow and undersized residential streets in the neighborhood.
19	Is the site convenient for walkers?	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Consideration was given to roads servicing the site requiring sidewalks. Preference was given to sites near densely populated residential neighborhoods.
20	Is the site currently zoned for educational use?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
21	Does the site allow space for future facility expansion?	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>		
22	Is the site free of natural features that would negatively impact the ideal placement of a new Middle School such as ledge, vernal pools, soils?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>			Vernal Pool information was obtained from MassGIS as defined by the Natural Heritage and Endangered Species Program NHESP. Soils information was obtained from USDA Natural Resources Conservation Services Web Soil Survey and a map of soils data for Middlesex County dated 3/1/07
23	Is the site accessible from a sufficiently sized public roadway?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
24	Is the site currently connected to Town water supply?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Information was obtained from drawings and maps available from the Natick Building Department and through communication with the Natick Engineering Department
25	Is the site currently connected to Town sewer system?	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Information was obtained from drawings and maps available from the Natick Building Department and through communication with the Natick Engineering Department
26	Is the site currently connected to Gas service?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Information was obtained from drawings and maps available from the Natick Building Department and through communication with the Natick Engineering Department
27	Does the site have adequate frontage for unrestricted access?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
28	Does the site have adequate buildable area when considering zoning setbacks?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		Zoning setback information was obtained from the Natick Zoning Bylaws
29	Would the site avoid purchase of other properties or land for required access; would the site avoid the need for obtaining easements for access?	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		Buildable area diagrams identify the need for adjacent parcels to be obtained in order for the building footprint, parking requirements, site circulation, drop off zones and minimum outdoor playfields to be incorporated
30	Is the site free of Town recognized use restrictions; i.e. recreational use restrictions? Article 97?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	In 1972 Massachusetts voters approved Article 97. Article 97 was intended to be a legislative 'check' to ensure that lands acquired for conservation purposes were not converted to other inconsistent uses. MassGIS data identifies Coolidge Hill/Fields to be protected as open space "in perpetuity."
31	Is the site located in an appropriate context for a school environment?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Consideration was given to the use groups (manufacturing, retail, commercial, service, healthcare, etc.) of the buildings surrounding the site.
32	Is the site free of restrictions as a result of the Aquifer Protection District?		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
33	Is the site free of significant habitat areas identified by MASSGIS Rare Species and Priority Habitats recorded by NHESP in the State Registry?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Data was obtained from MassGIS Rare Species and Priority Habitat data layer showing data recorded by NHESP in the State Registry
34	Does the site's former or current use avoid potential environmental concerns?	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		Potential environmental issues can be assumed based upon the past or current land use, i.e. product manufacturing and plant nursery.
		94%	50%	44%	44%	62%	35%	

Support Documentation: Kennedy Middle School Site



J.F. KENNEDY MIDDLE SCHOOL
165 MILL STREET
NATICK, MASSACHUSETTS

LOCUS PLAN

APRIL 2017

FIGURE 1



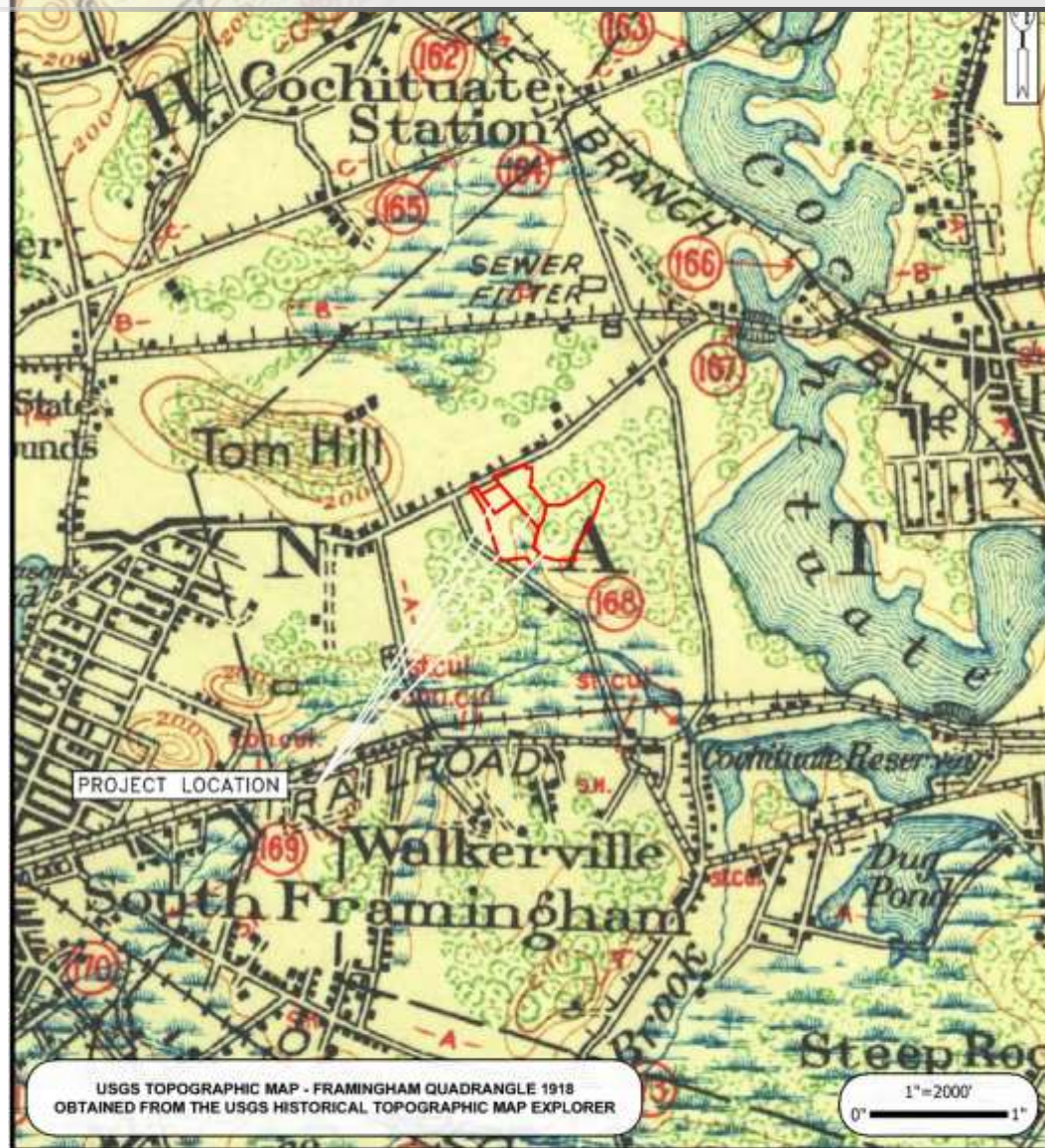
J.F. KENNEDY MIDDLE SCHOOL
165 MILL STREET
NATICK, MASSACHUSETTS

AERIAL PLAN

APRIL 2017

FIGURE 2

Support Documentation: Kennedy Middle School Site

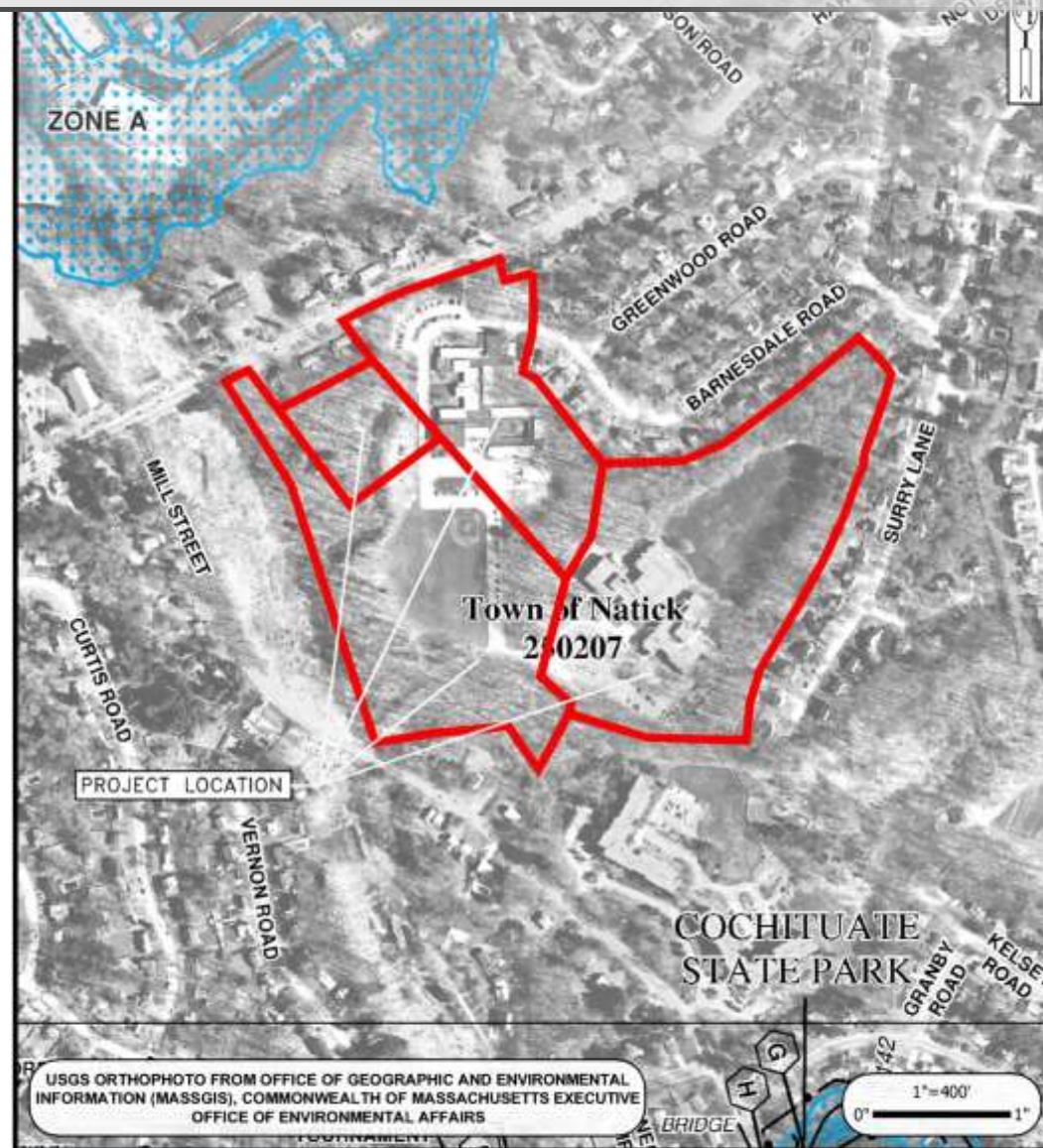


J.F. KENNEDY MIDDLE SCHOOL
165 MILL STREET
NATICK, MASSACHUSETTS

HISTORICAL
USGS
PLAN

APRIL 2017

FIGURE 3



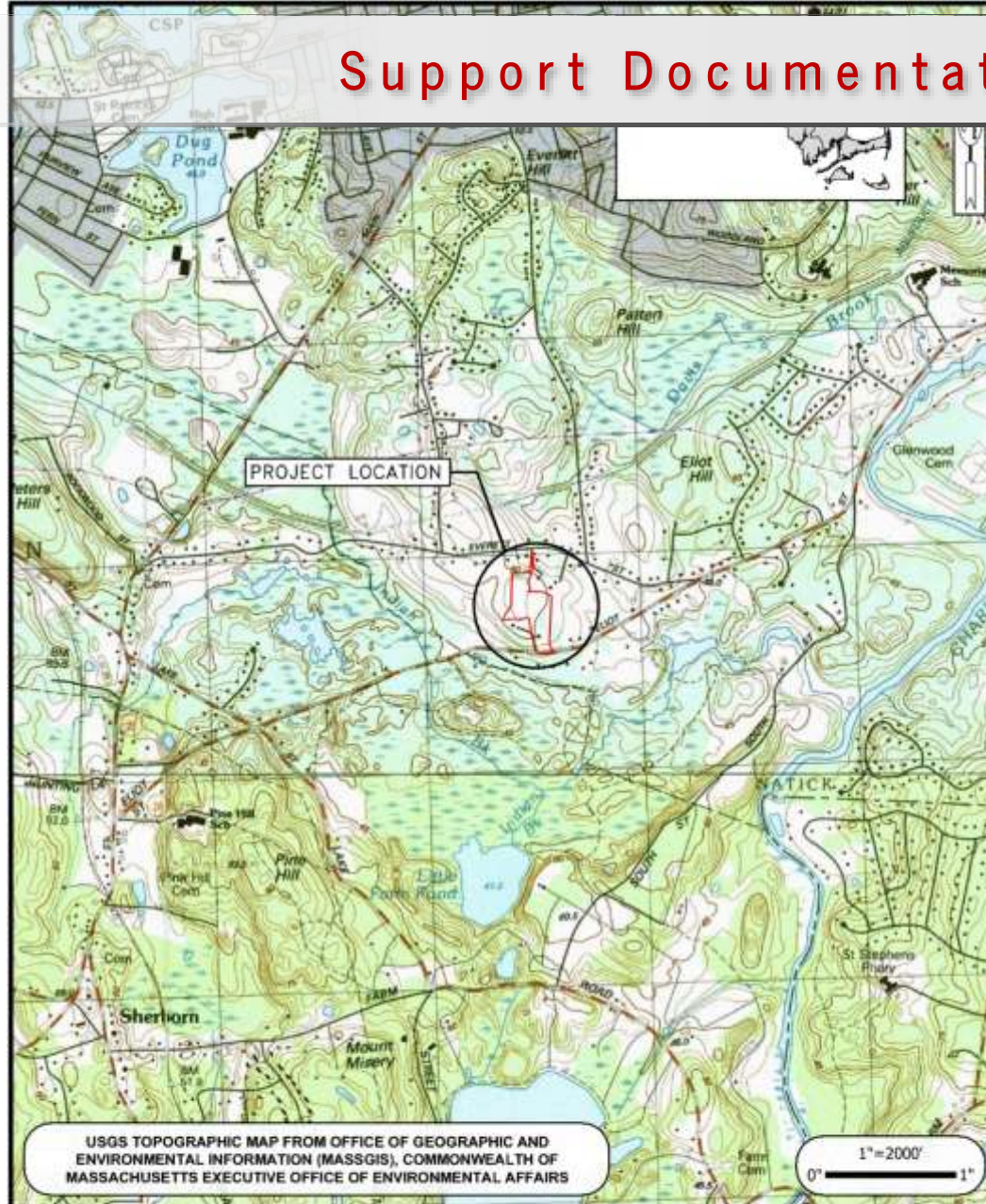
J.F. KENNEDY MIDDLE SCHOOL
165 MILL STREET
NATICK, MASSACHUSETTS

FEMA
FLOOD
PLAN

APRIL 2017

FIGURE 4

Support Documentation: Windy Lo Site



WINDY-LO NURSERY
309 ELIOT STREET
NATICK, MASSACHUSETTS

LOCUS PLAN

APRIL 2017

FIGURE 1



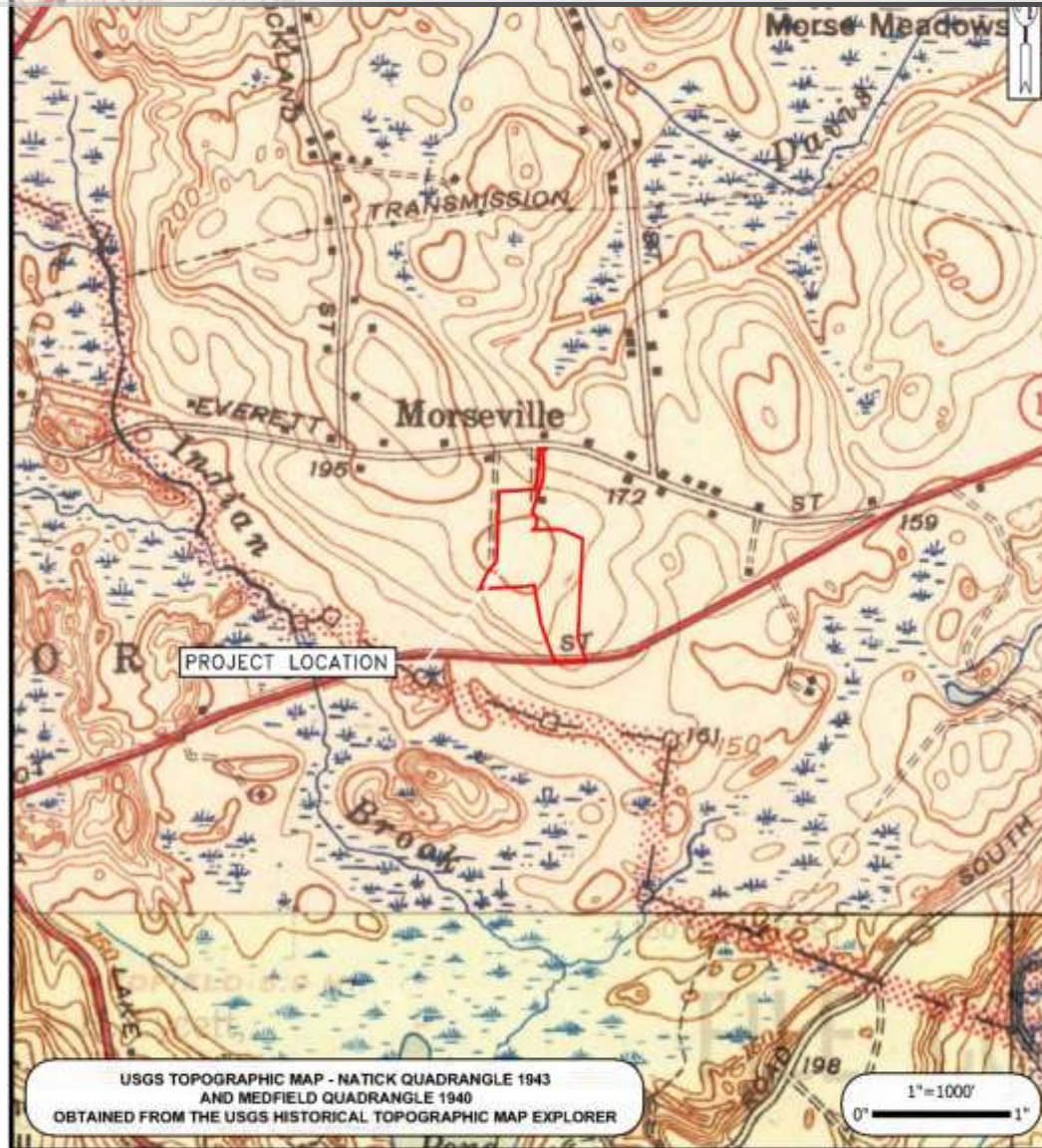
WINDY-LO NURSERY
309 ELIOT STREET
NATICK, MASSACHUSETTS

AERIAL PLAN

APRIL 2017

FIGURE 2

Support Documentation: Windy Lo Site

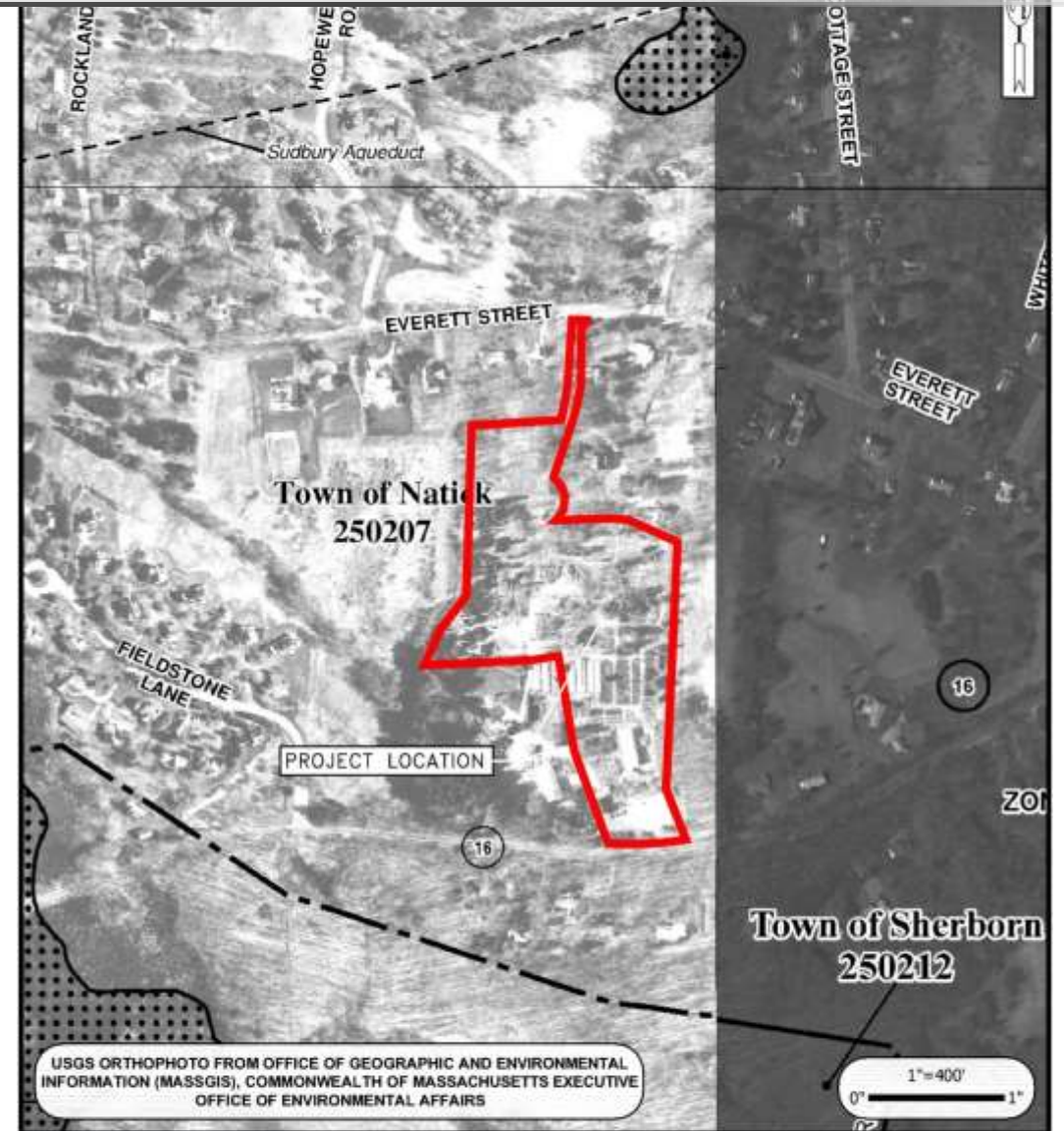


WINDY-LO NURSERY
309 ELIOT STREET
NATICK, MASSACHUSETTS

HISTORIC
USGS
PLAN

APRIL 2017

FIGURE 3



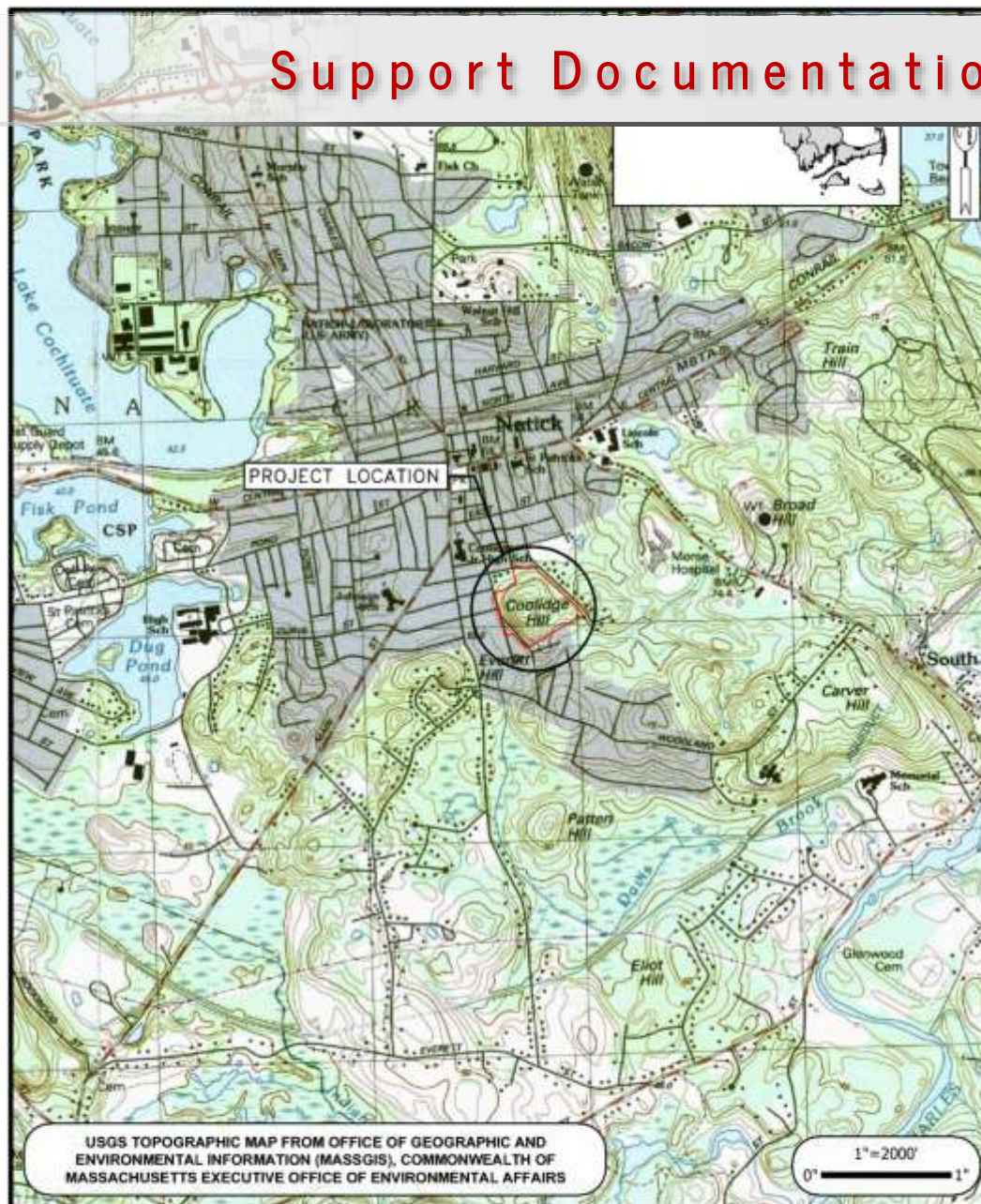
WINDY-LO NURSERY
309 ELIOT STREET
NATICK, MASSACHUSETTS

FEMA
FLOOD
PLAN

APRIL 2017

FIGURE 4

Support Documentation: Coolidge Hill Site



COOLIDGE HILL
38 SCHOOL STREET EXTENSION
NATICK, MASSACHUSETTS

LOCUS PLAN

APRIL 2017

FIGURE 1



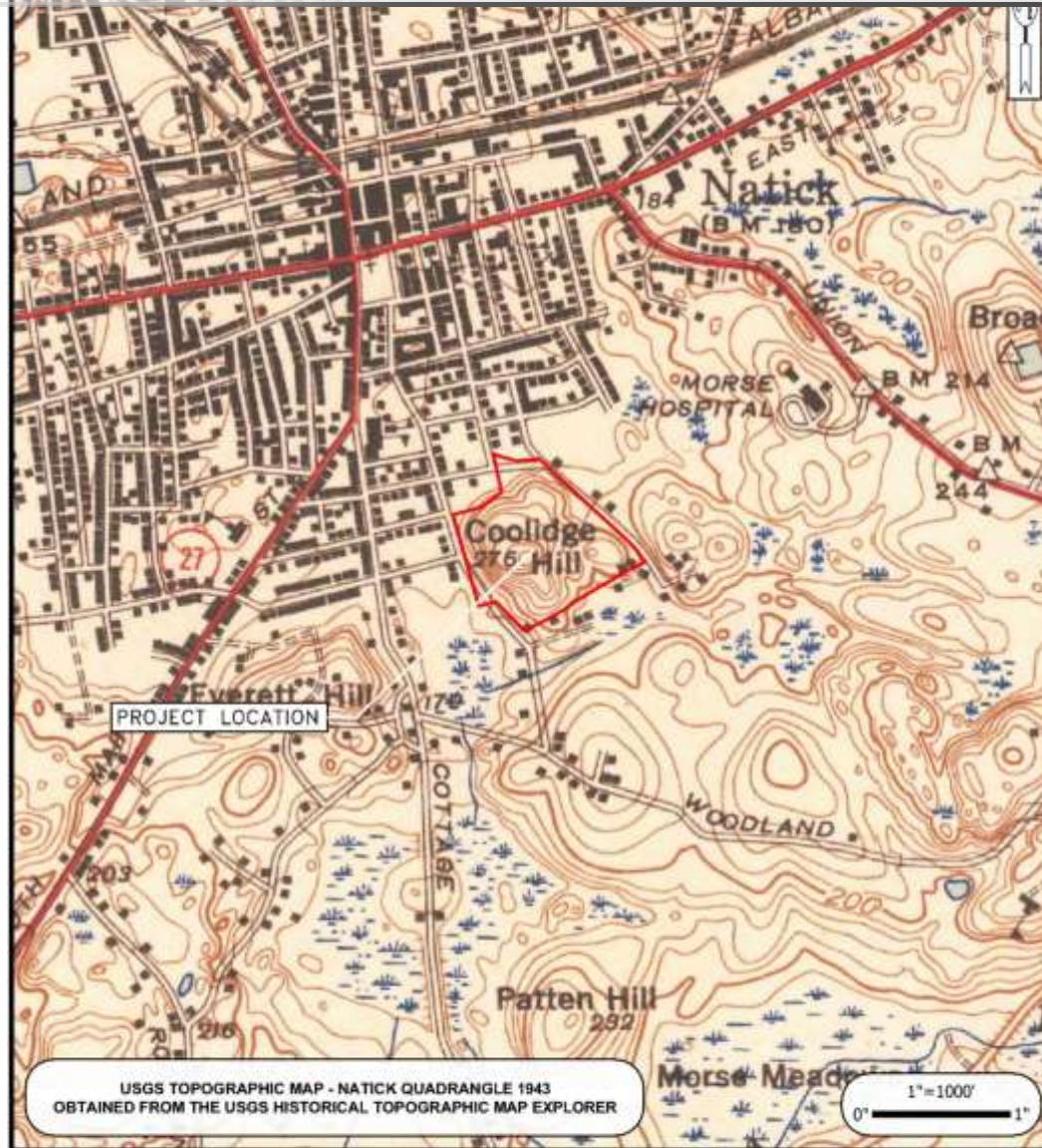
COOLIDGE HILL
38 SCHOOL STREET EXTENSION
NATICK, MASSACHUSETTS

AERIAL PLAN

APRIL 2017

FIGURE 2

Support Documentation: Coolidge Hill Site

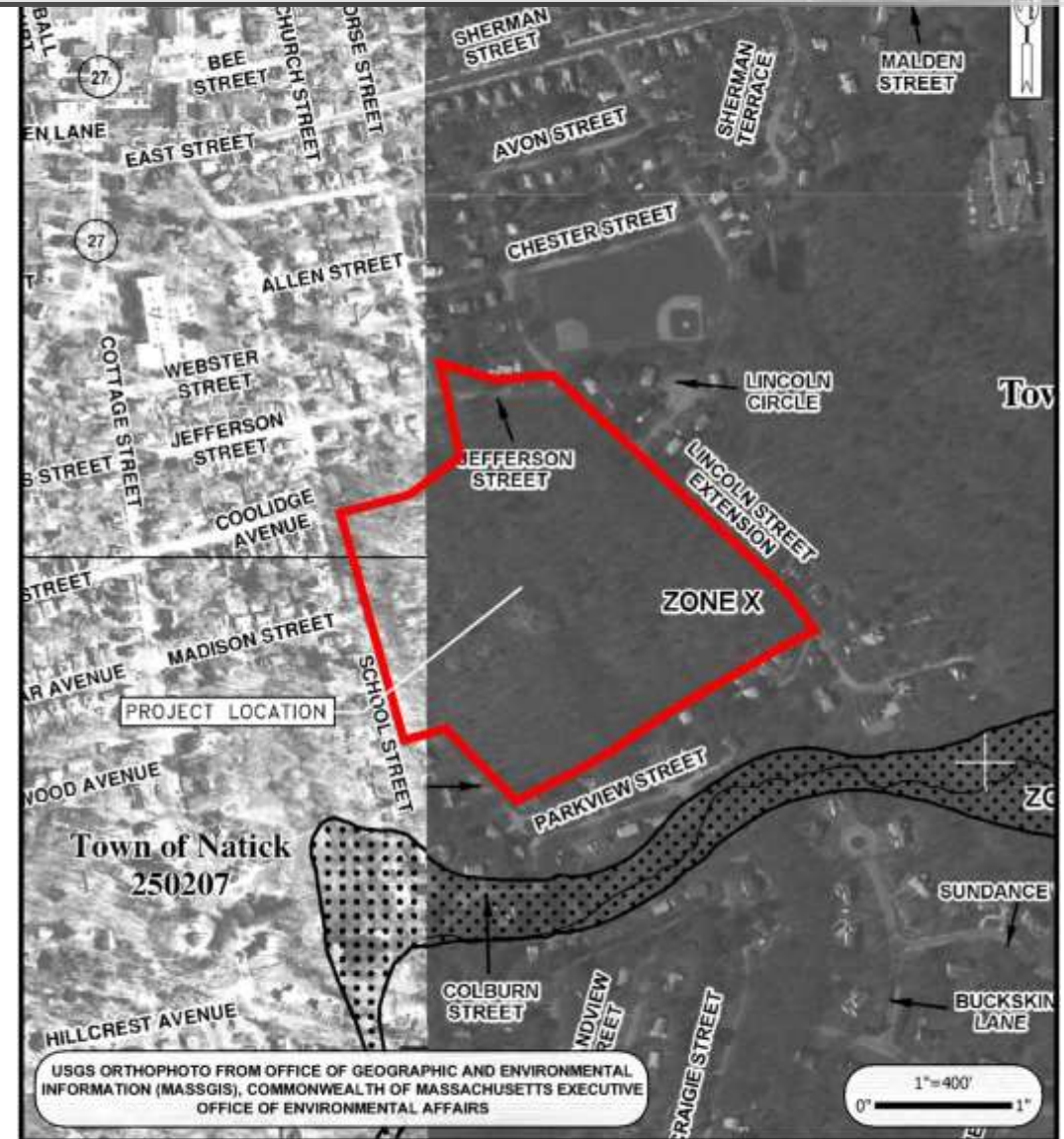


COOLIDGE HILL
38 SCHOOL STREET EXTENSION
NATICK, MASSACHUSETTS

HISTORIC
USGS
PLAN

APRIL 2017

FIGURE 3



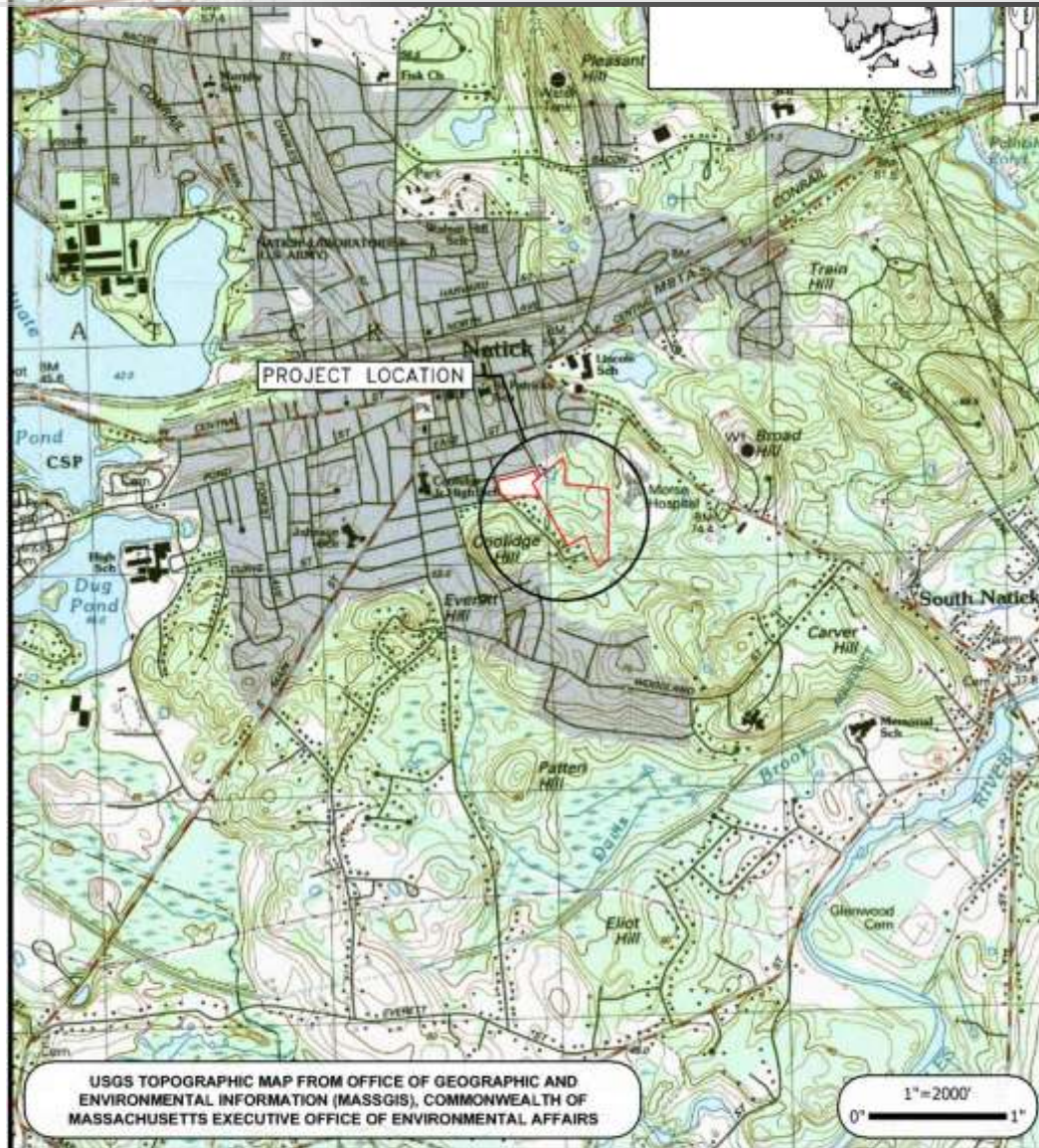
COOLIDGE HILL
38 SCHOOL STREET EXTENSION
NATICK, MASSACHUSETTS

FEMA
FLOOD
PLAN

APRIL 2017

FIGURE 4

Support Documentation: Coolidge Field Site



COOLIDGE FIELD
9 CHESTNUT STREET
NATICK, MASSACHUSETTS

LOCUS PLAN

APRIL 2017

FIGURE 1



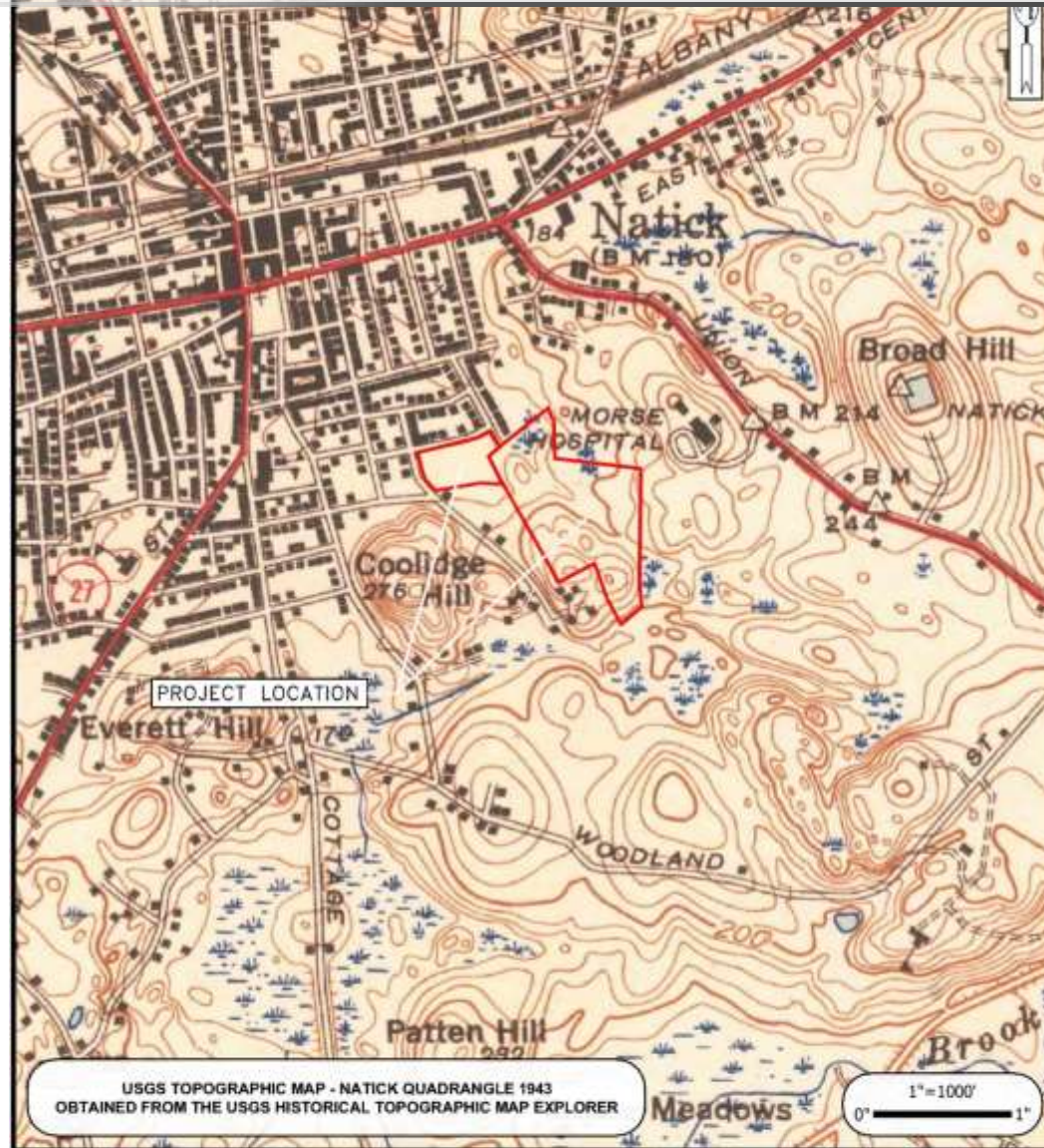
COOLIDGE FIELD
9 CHESTNUT STREET
NATICK, MASSACHUSETTS

AERIAL PLAN

APRIL 2017

FIGURE 2

Support Documentation: Coolidge Field Site

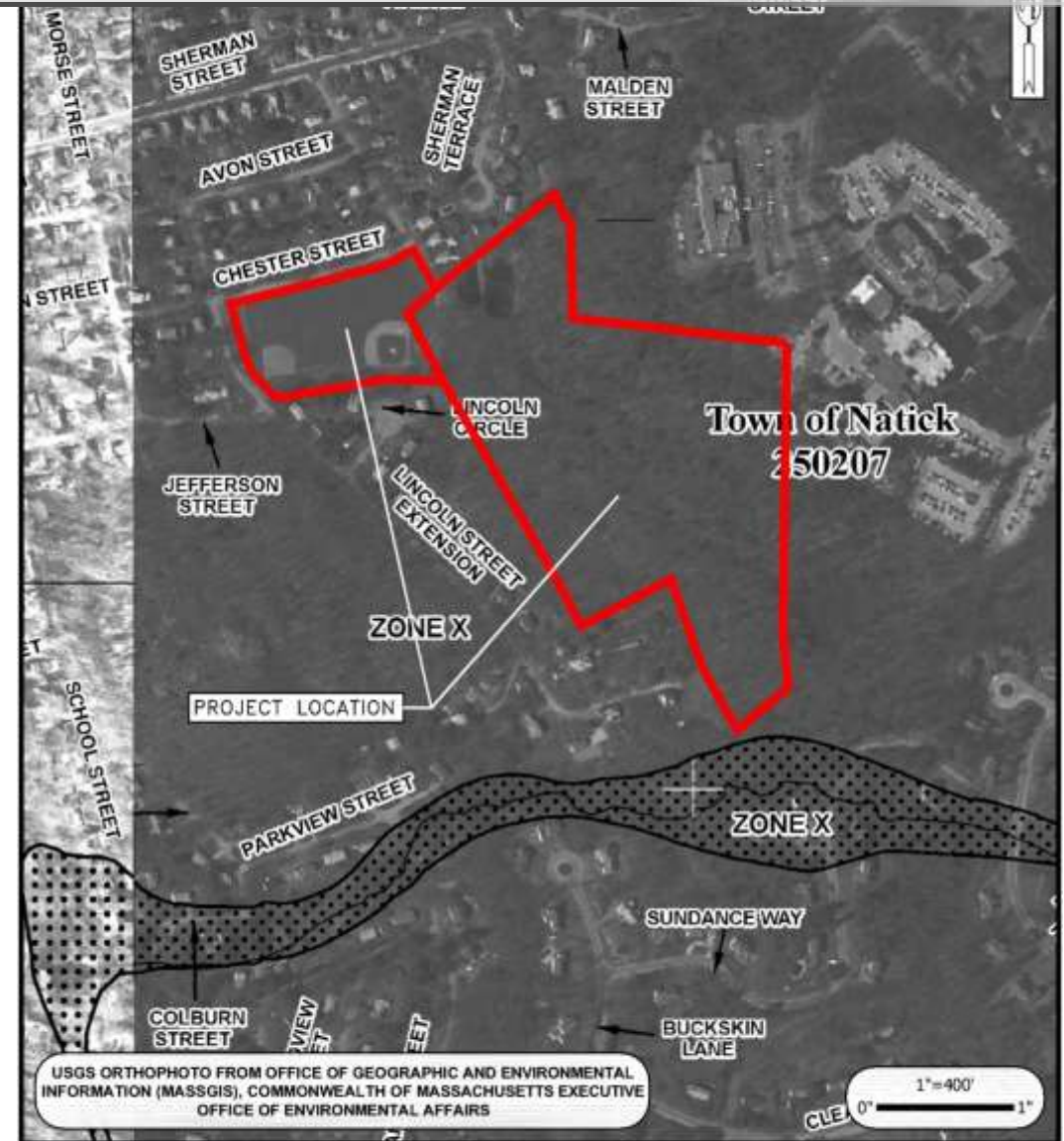


COOLIDGE FIELD
9 CHESTNUT STREET
NATICK, MASSACHUSETTS

HISTORIC
USGS
PLAN

APRIL 2017

FIGURE 3



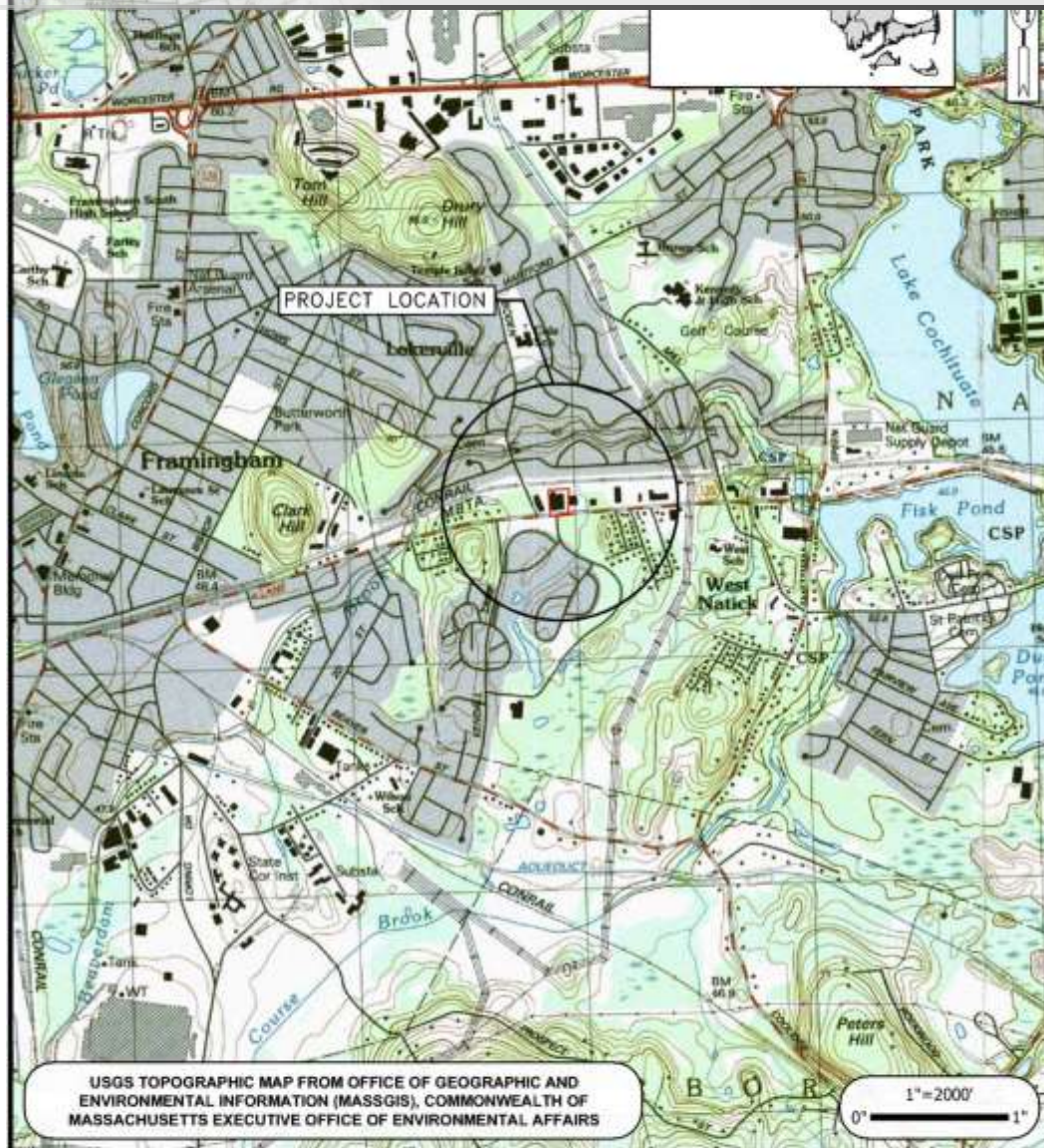
COOLIDGE FIELD
9 CHESTNUT STREET
NATICK, MASSACHUSETTS

FEMA
FLOOD
PLAN

APRIL 2017

FIGURE 4

Support Documentation: Snap-on Tools Site



SNAP-ON TOOLS
245 WEST CENTRAL STREET
NATICK, MASSACHUSETTS

LOCUS PLAN

APRIL 2017

FIGURE 1



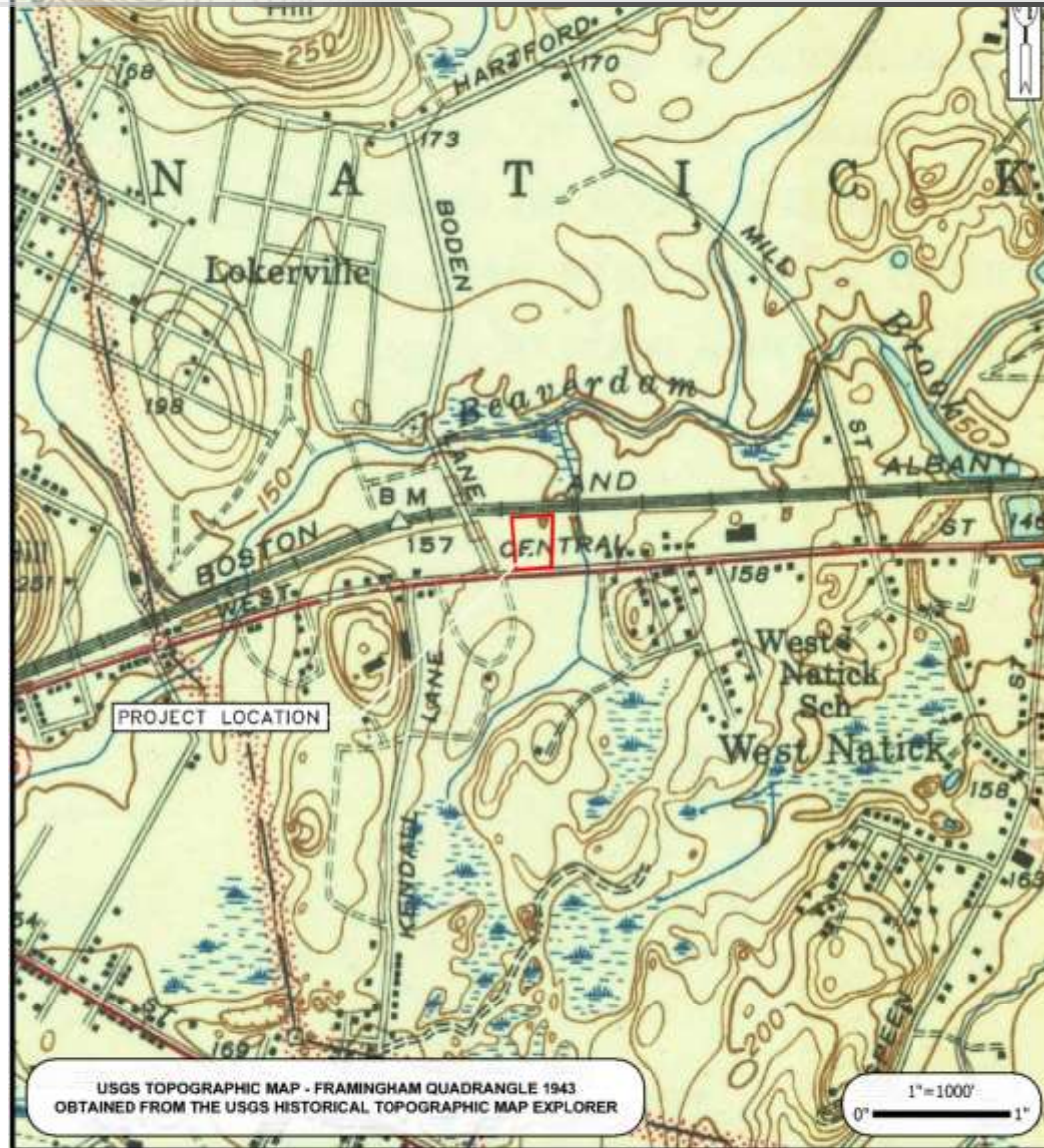
SNAP-ON TOOLS
245 WEST CENTRAL STREET
NATICK, MASSACHUSETTS

AERIAL PLAN

APRIL 2017

FIGURE 2

Support Documentation: Snap-on Tools Site

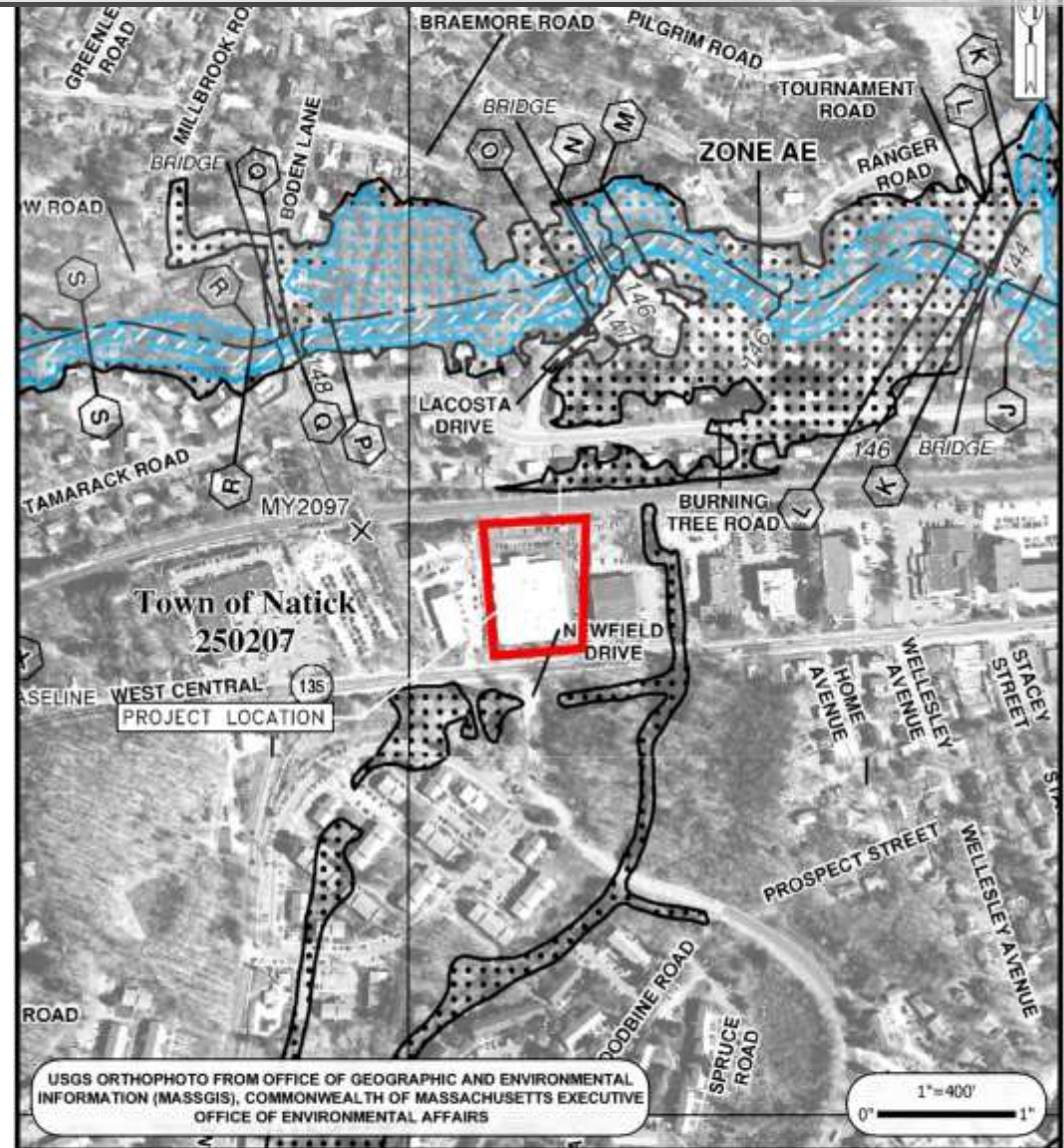


SNAP-ON TOOLS
245 WEST CENTRAL STREET
NATICK, MASSACHUSETTS

HISTORIC
USGS
PLAN

APRIL 2017

FIGURE 3



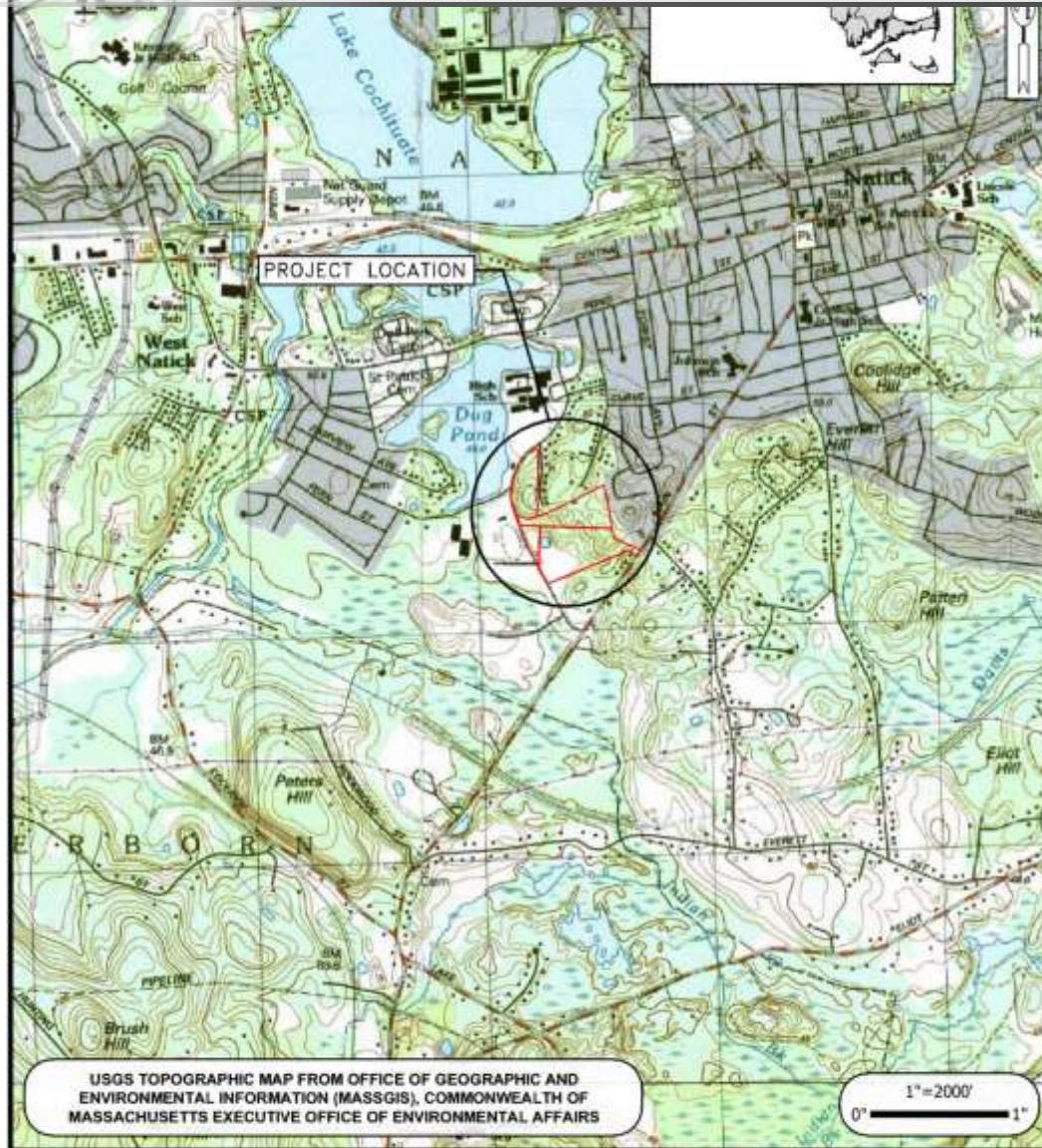
SNAP-ON TOOLS
245 WEST CENTRAL STREET
NATICK, MASSACHUSETTS

FEMA
FLOOD
PLAN

APRIL 2017

FIGURE 4

Support Documentation: West Street Sites



WEST STREET
0 WEST STREET
NATICK, MASSACHUSETTS

LOCUS PLAN

APRIL 2017

FIGURE 1



WEST STREET
0 WEST STREET
NATICK, MASSACHUSETTS

AERIAL PLAN

APRIL 2017

FIGURE 2

Support Documentation: West Street Sites

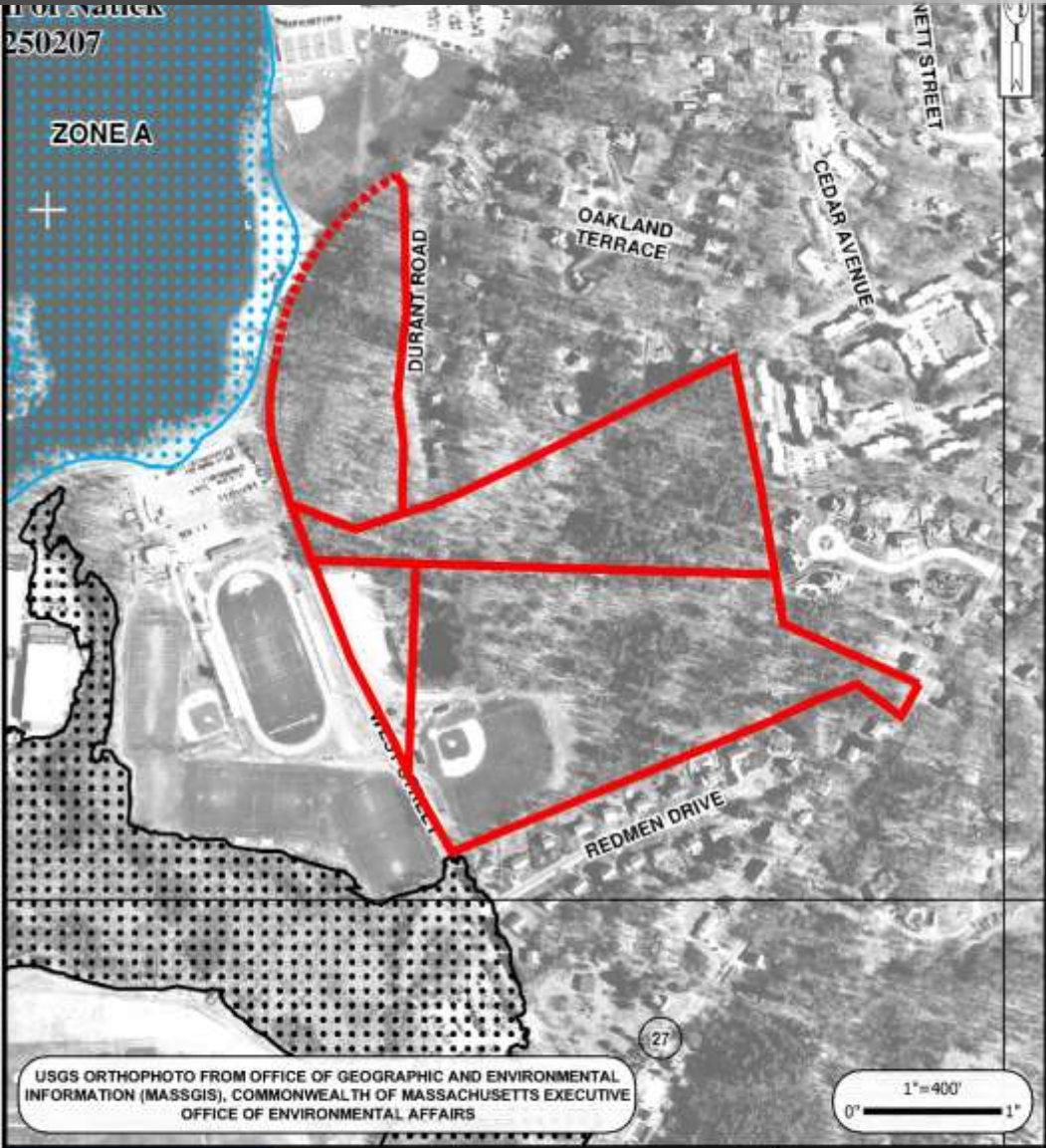


WEST STREET
0 WEST STREET
NATICK, MASSACHUSETTS

HISTORIC
USGS
PLAN

APRIL 2017

FIGURE 3



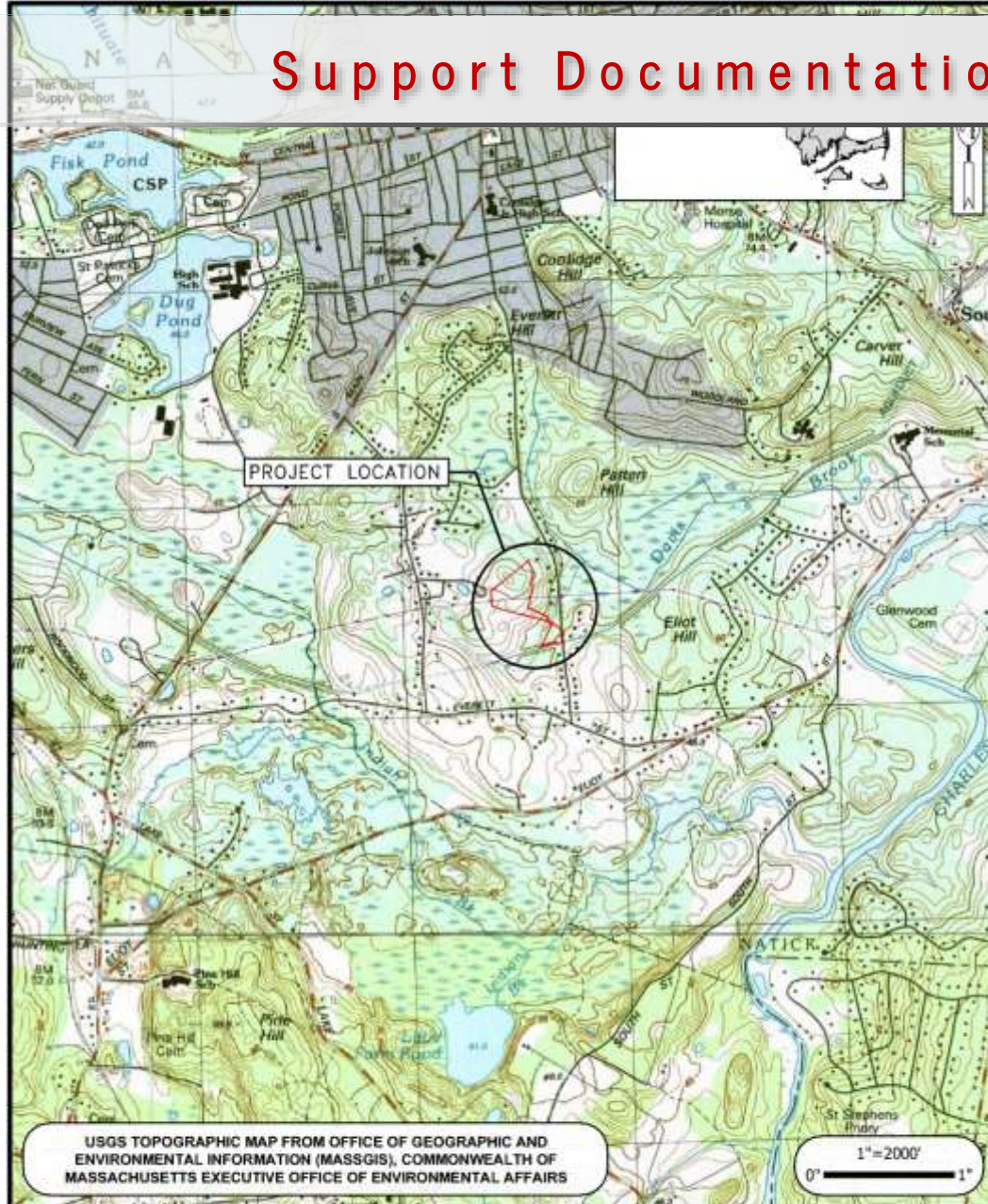
WEST STREET
0 WEST STREET
NATICK, MASSACHUSETTS

FEMA
FLOOD
PLAN

APRIL 2017

FIGURE 4

Support Documentation: McHugh Farm Site



MCHUGH FARM
159 COTTAGE STREET
NATICK, MASSACHUSETTS

LOCUS PLAN

APRIL 2017

FIGURE 1



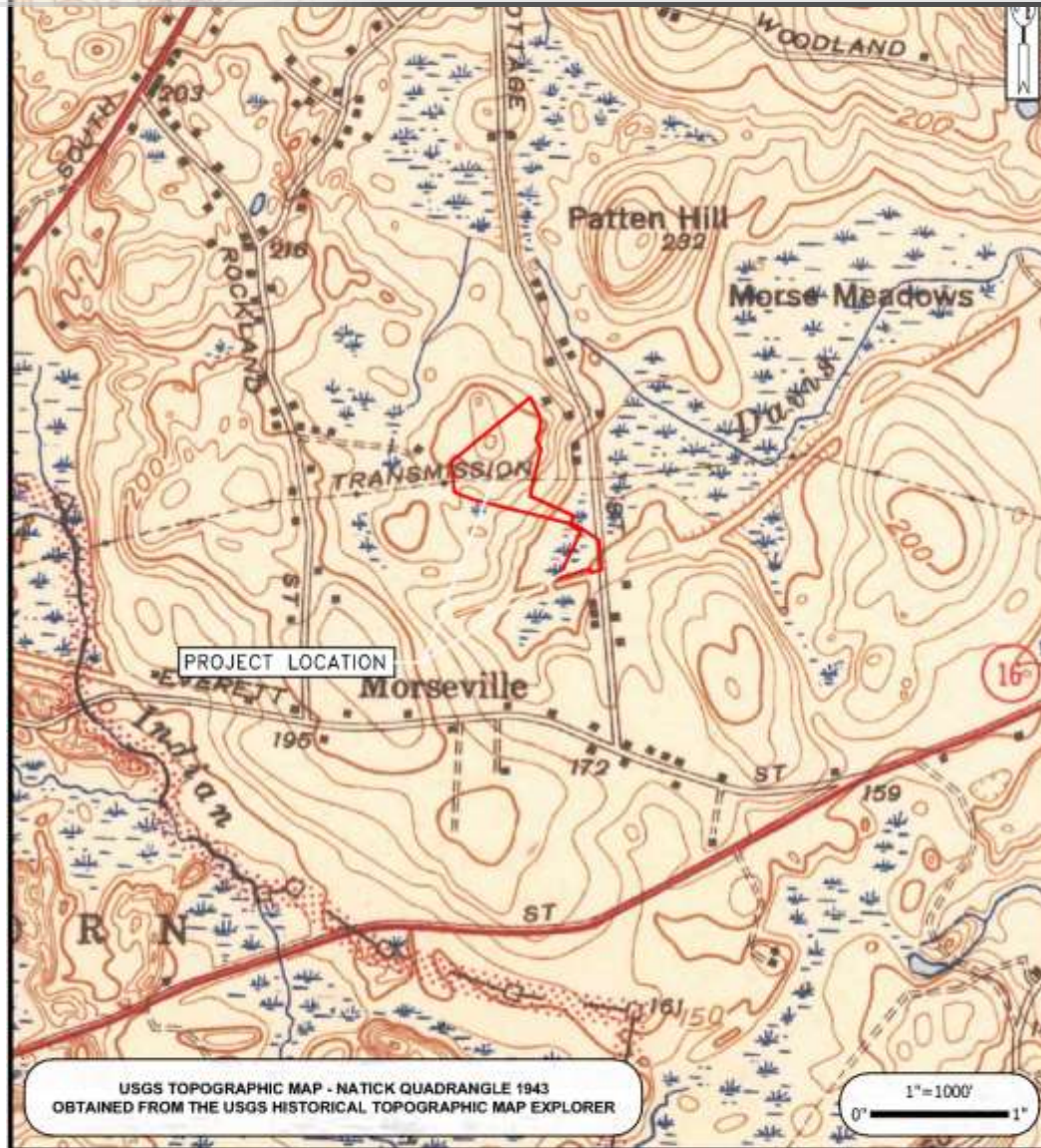
MCHUGH FARM
159 COTTAGE STREET
NATICK, MASSACHUSETTS

AERIAL PLAN

APRIL 2017

FIGURE 2

Support Documentation: McHugh Farm Site

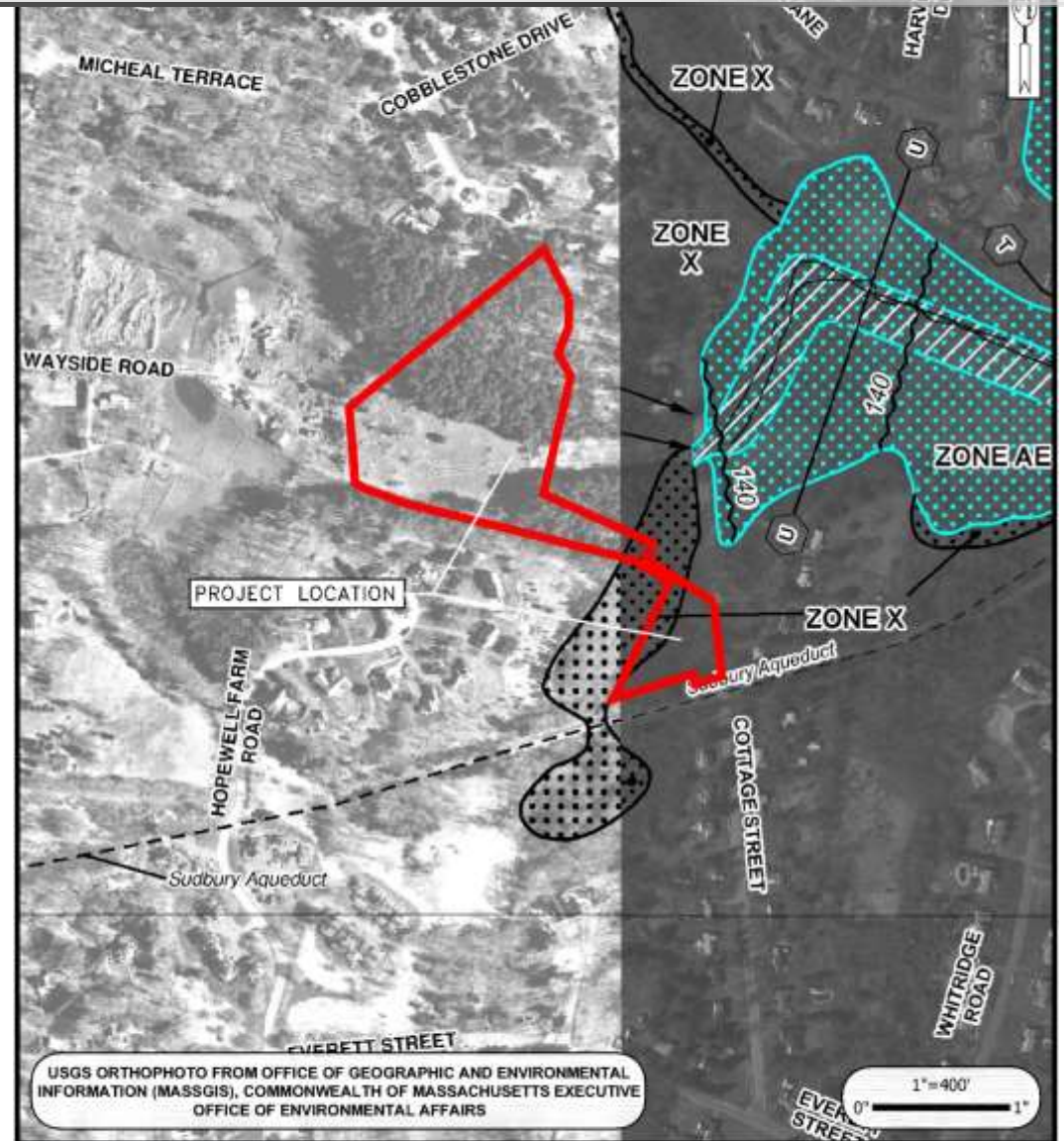


MCHUGH FARM
159 COTTAGE STREET
NATICK, MASSACHUSETTS

HISTORIC
USGS
PLAN

APRIL 2017

FIGURE 3

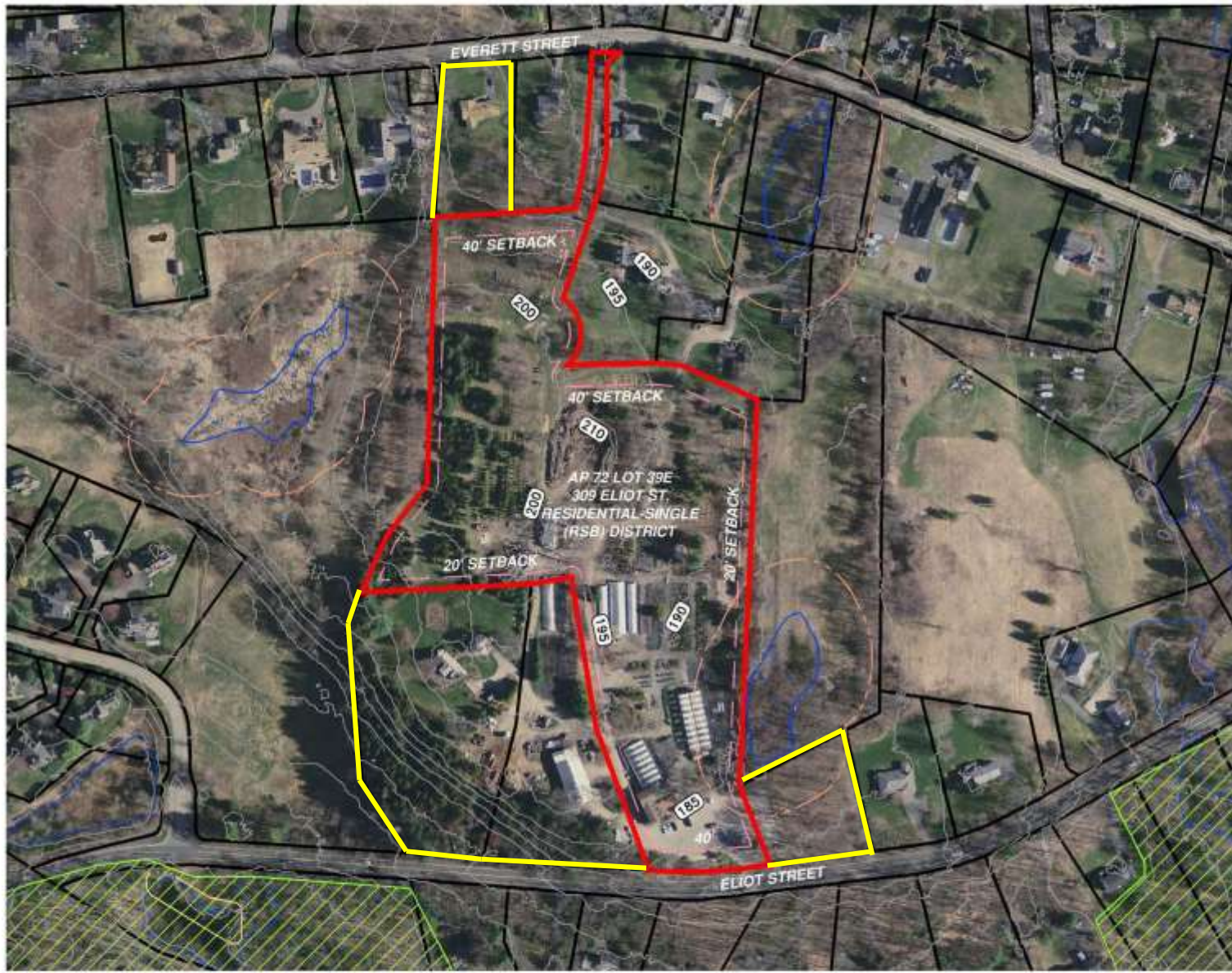


MCHUGH FARM
159 COTTAGE STREET
NATICK, MASSACHUSETTS

FEMA
FLOOD
PLAN

APRIL 2017

FIGURE 4



EXISTING CONDITIONS WINDY-LO NURSERY

309 ELIOT STREET NATICK, MA.
PARE PROPOSAL No. 17043.00 APRIL 2017



LEGEND

- PROPERTY LIMIT
- BUILDING SETBACKS
- ABUTTING PROPERTIES
- DEP WETLANDS
- 100-FOOT WETLAND BUFFER
- STREAM OR POND
- PRIORITY HABITAT

NOTE:

TOTAL AREA OF PROPERTY LIMIT IS 11.3± ACRES
(INCLUDES AP 72 LOT 39E)

ZONING:

RESIDENTIAL-SINGLE (RSB) DISTRICT

200' 100' 0 200'



Scale: 1"=200'



PARE
PARE CORPORATION
ENGINEERS - SCIENTISTS - PLANNERS
10 LINCOLN ROAD, SUITE 210
FOXBORO, MA 02035
508-543-1755



ALL DATA LAYERS WERE OBTAINED FROM OFFICE OF GEOGRAPHIC AND ENVIRONMENTAL INFORMATION (MASSGIS), COMMONWEALTH OF MASSACHUSETTS EXECUTIVE OFFICE OF ENVIRONMENTAL AFFAIRS

\\J0011\77 Jobs\17043.00 800 - Natick Middle School - MA\OWG\GIS\WINDY-LO NURSERY\par-constraints WINDY-LO.dwg

Site Evaluation

Windy Lo Nursery



Advantages:

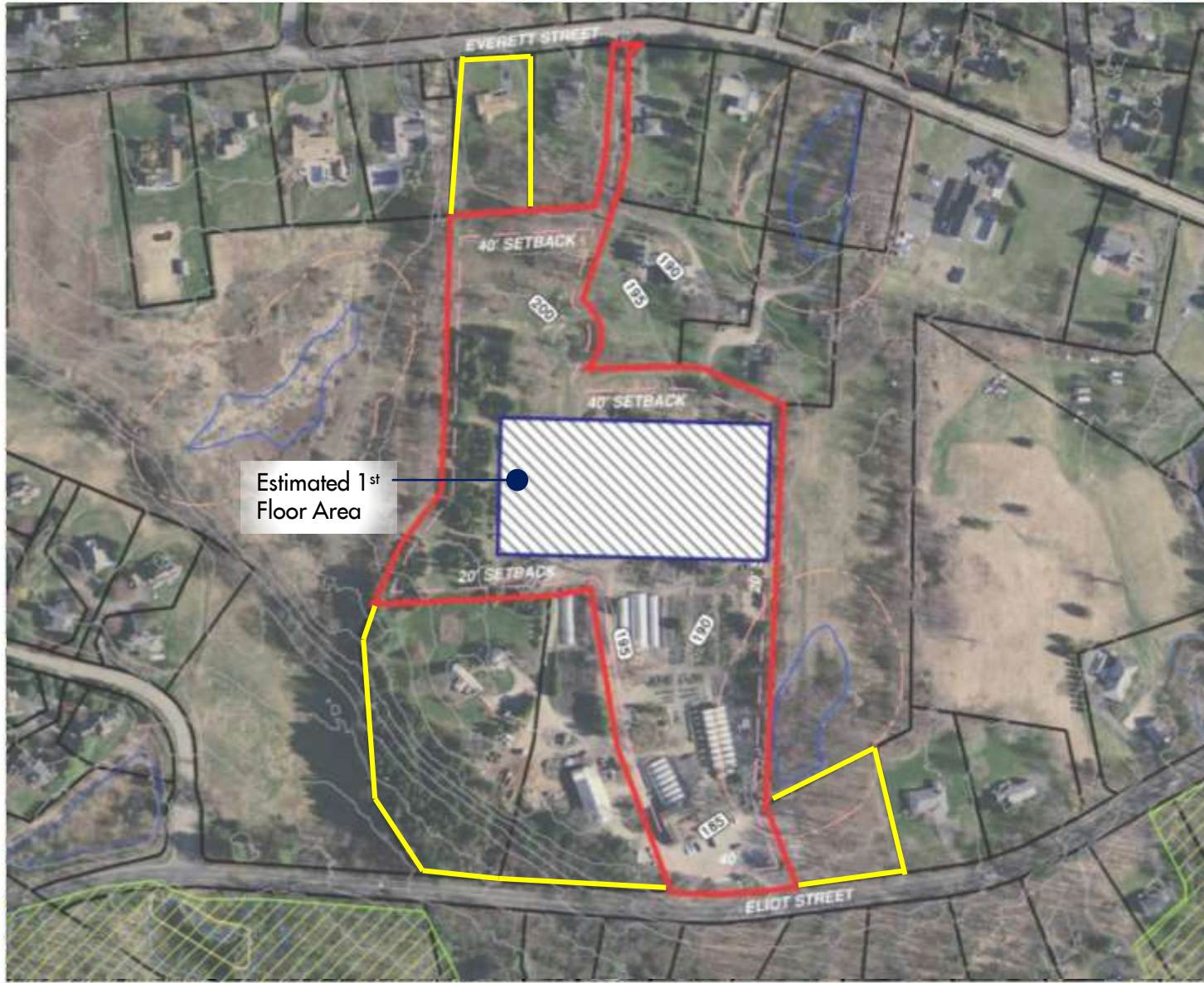
Topography	Favorable
Utilities	Water, Gas, Electric
Zoning	Educational Use Permitted

Disadvantages:

Location	Site is remotely located- 4.49 miles from KMS
Soils	Naturally saturated soils; heavily limits infiltration
Road Access	Northern site access to Everett St. may not be viable for redevelopment as a two-way paved road
Groundwater	High ground water level anticipated on-site as indicated by existing soil types
Utilities	Town Sewer not available- On-Site sewage treatment will be required. Drainage characteristics of existing soils would be problematic for on-site treatment
Contamination	Previous use as a nursery may expose the site to contamination

Site Evaluation

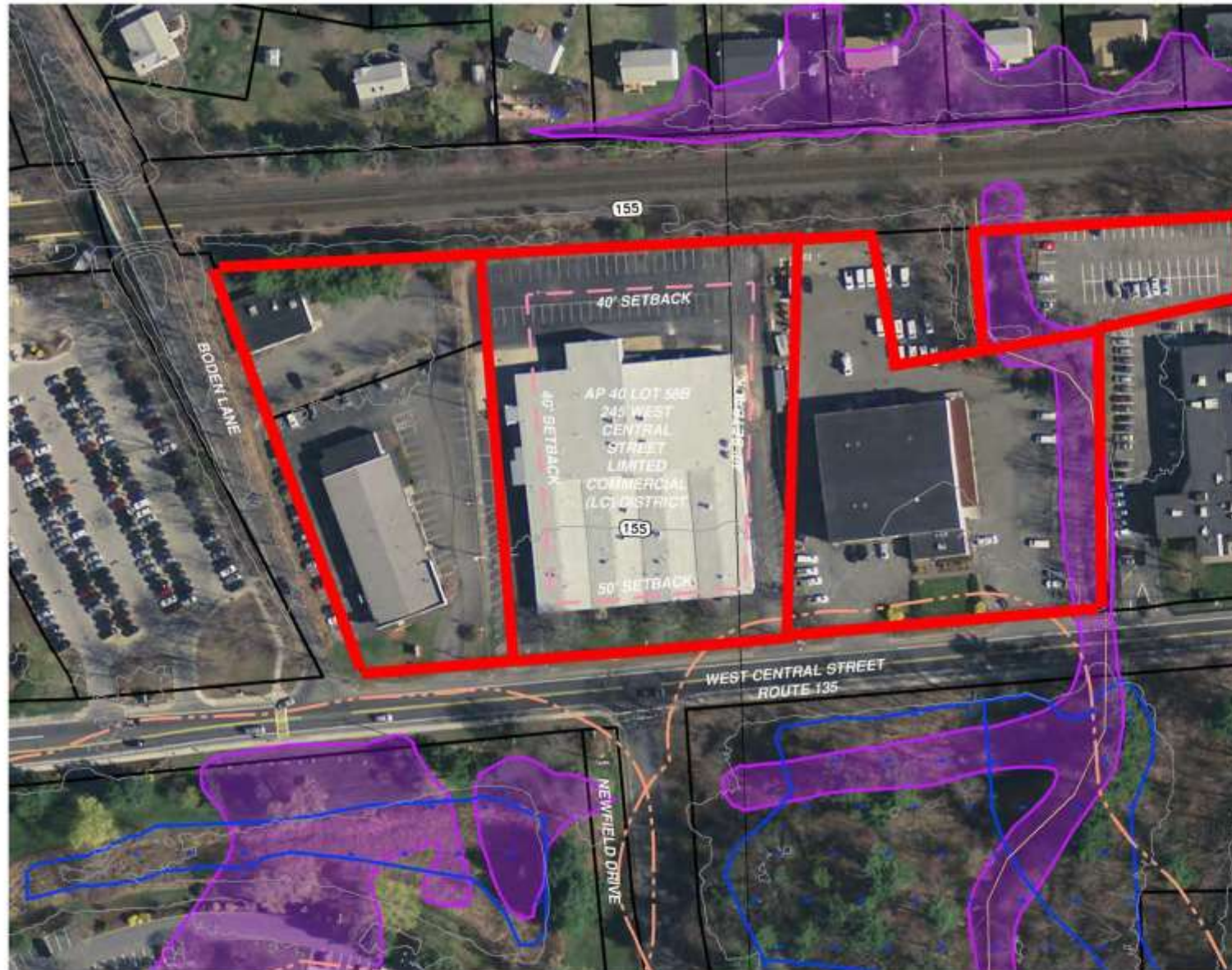
Windy Lo Nursery



EXISTING CONDITIONS

SNAP-ON TOOLS

245 WEST CENTRAL STREET NATICK, MA.
PARE PROPOSAL No. 17043.00 APRIL 2017



LEGEND

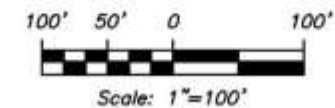
- PROPERTY LIMIT
- BUILDING SETBACKS
- ABUTTING PROPERTIES
- DEP WETLANDS
- 100-FOOT WETLAND BUFFER
- FEMA FLOOD BOUNDARY

NOTE:

TOTAL AREA OF PROPERTY LIMIT IS 2.5± ACRES
(INCLUDES AP 40 LOT 58B)

ZONING:

LIMITED COMMERCIAL (LC) DISTRICT



ALL DATA LAYERS WERE OBTAINED FROM OFFICE OF GEOGRAPHIC AND ENVIRONMENTAL INFORMATION (MASSGIS), COMMONWEALTH OF MASSACHUSETTS EXECUTIVE OFFICE OF ENVIRONMENTAL AFFAIRS.

F:\WORK\17 Jobs\17043.00_P00 - Natick Middle School - MA\DWG\GIS\SWAP ON TOOLS\GIS\pare-natick-mid SWAP-ON TOOLS.dwg

Site Evaluation

Snap on Tools



Advantages:

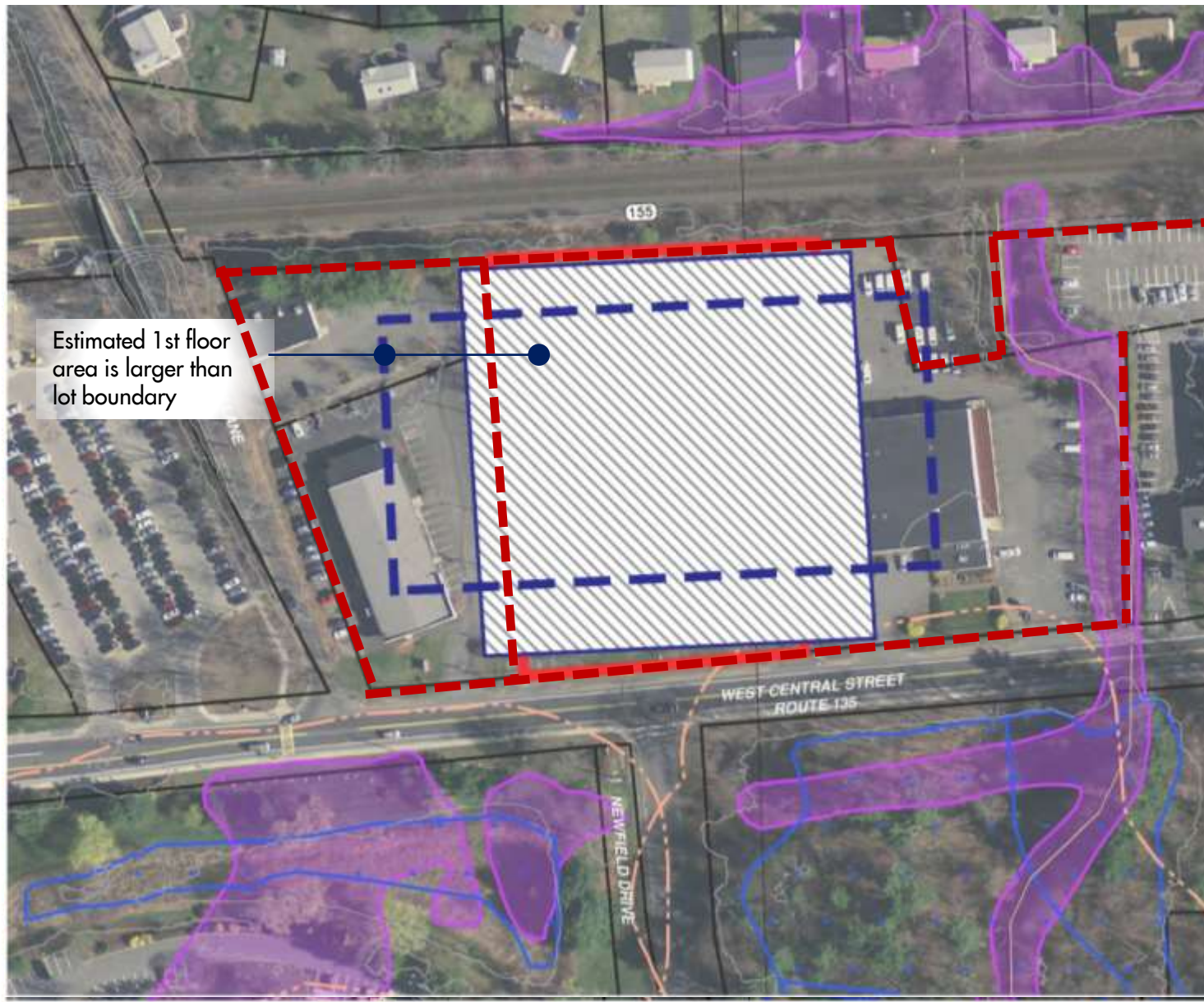
Location	Site is located 1.07 miles from KMS
Topography	Flat site is favorable for development
Road Access	Access from West Central St. would allow sufficient access to a school site
Utilities	Water, sewer, gas, or electric service are currently servicing the existing building

Disadvantages:

Zoning	Educational Use not Permitted in Limited Commercial District
Soils	Site soils classified as Urban Fill and will impact planning for foundations and infiltration
Wetlands	1943 Topo Maps indicate a wetland infringing on the site from the north
Sewer Utilities	No existing sewer utility service to Coolidge Field
Buildable Area	Site will not support the buildable area needed for a 1,000 pupil middle school without obtaining ownership of adjacent parcels. Lot size is 6.93 acres
Parking	Limited lot size for parent and bus circulation and parking
Site Amenities	Athletic fields would not be supported on the current lot even with the procurement of adjacent parcels

Site Evaluation

Snap on Tools



Site Development
Overall rating of site for development of Middle School for 1,000 pupils



EXISTING CONDITIONS

MCHUGH FARM

159 COTTAGE STREET NATICK, MA.
PARE PROPOSAL No. 17043.00 APRIL 2017



LEGEND

- PROPERTY LIMIT
- BUILDING SETBACKS
- ABUTTING PROPERTIES
- DEP WETLANDS
- 100-FOOT WETLAND BUFFER
- 200-FOOT RIVERFRONT AREA
- FEMA FLOOD BOUNDARY
- STREAM OR POND

NOTE:

TOTAL AREA OF PROPERTY LIMIT IS 9.8± ACRES
(INCLUDES AP 67 LOTS 14, 15)

ZONING:

RESIDENTIAL-SINGLE (RSB) DISTRICT

200' 100' 0 200'



Scale: 1"=200'



PARE
PARE CORPORATION
ENGINEERS • SCIENTISTS • PLANNERS
10 LINCOLN ROAD, SUITE 210
FOXBORO, MA 02035
508-543-1755



ALL DATA LAYERS WERE OBTAINED FROM OFFICE OF GEOGRAPHIC AND ENVIRONMENTAL INFORMATION (MASSGIS), COMMONWEALTH OF MASSACHUSETTS EXECUTIVE OFFICE OF ENVIRONMENTAL AFFAIRS

\\0001\77 Jobs\17043.00 R00 - Natick Middle School - MCHUGH FARM\gis-constraints MCHUGH.dwg

Site Evaluation

McHugh Farm

Advantages:

Zoning Educational Use Permitted

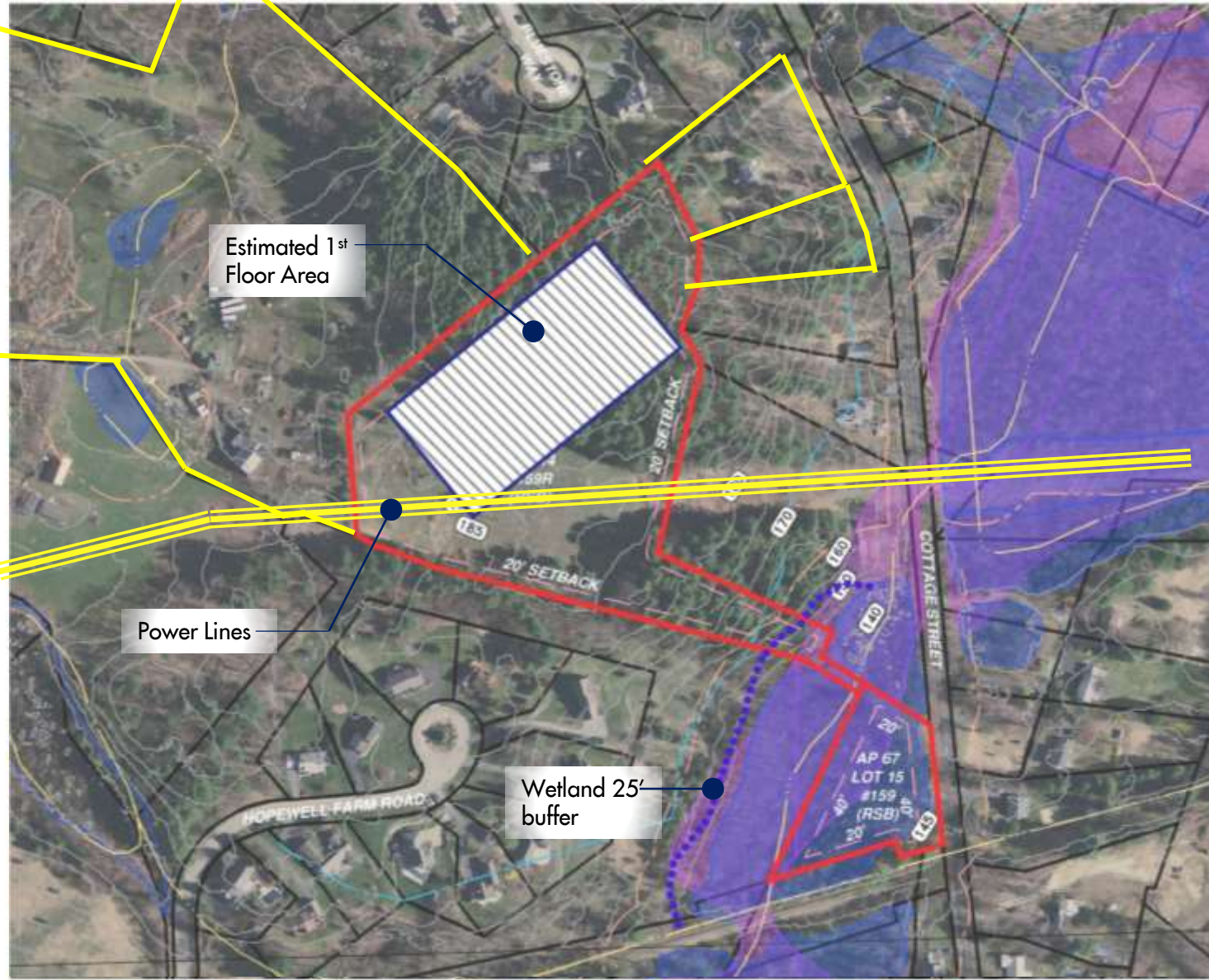
Disadvantages:

- | | |
|-----------------|--|
| Topography | Steep Slopes will negatively impact development site access roadway from Cottage St. |
| Wetlands | Wetlands at southeast corner of site will potentially prohibit access from Cottage St.
Portion of the site is located in the 200' riverfront buffer |
| Soils | High amount of Type D soils will heavily limit infiltration |
| Location | Site is remotely located- 3.83 miles from KMS |
| Road Access | Cottage St. Access may not be viable for redevelopment as a two-way paved road due to limited access width of 25'
Easement from west via Wayside Road would be required if Cottage St. access is not feasible |
| Sewer Utilities | No existing sewer utility service the parcels being studied, however, the site does have easement rights to access Town sewer on Bluestone Way |
| Utilities | Water, gas, and electric services provided at Cottage St., however access to those utilities would require permitting through the wetland buffers.
Overhead power lines currently bisect the site. |
| Wetlands | Site is partially located within the FEMA Flood Zone X located along the on-site stream edge |



Site Evaluation

McHugh Farm



ITEM TITLE: Approve Architect Contract Approved by the Kennedy Middle School Building Committee

ITEM SUMMARY:

ATTACHMENTS:

Description	File Name	Type
KMS Designer Contract - Ai3	04.10.17_Ai3_Designer_Contract_Natick_Kennedy_MS_(1).pdf	Cover Memo

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

This Contract is made as of this 3rd day of April in the year 2017 between the Town of Natick, 13 East Central Street, Natick, Massachusetts 01760, hereinafter called "the Owner" and Ai3 Architects LLC, 526 Boston Post Road, Wayland, Massachusetts 01778, hereinafter called the "Designer" for the Designer to provide the designer services required to complete the Basic and Extra Services described herein for the proposed renovation, reconfiguration, or replacement of Kennedy Middle School, located at 165 Mill Street, Natick, MA 01760.

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

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

Designer's Project Architect/Engineer: L. Scott Dunlap, AIA, LEED AP, Partner; and James S. Jordan, AIA, LEED AP BD+C, Partner.

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

	Name of Firm	Name of Principal	MBE/ WBE
Civil Engineering	PARE Corporation	Andrew J. Chagnon, P.E.	
Landscape Architecture	Birchwood Design Group	Kris M. Bradner	WBE
Structural Engineering	Engineers Design Group, Inc.	Mehul Dhruv, P.E.	MBE
Fire Protection Engineering	Griffith & Vary, Inc.	Wayne E. Mattson, P.E.	
Plumbing Engineering	Griffith & Vary, Inc.	Wayne E. Mattson, P.E.	
HVAC Engineering	Griffith & Vary, Inc.	Wayne E. Mattson, P.E.	
Electrical Engineering	Griffith & Vary, Inc.	Robert C. Bravo, P.E.	
Data/Communications	Ai3 Architects, LLC	John C. Jordan	
Environmental Permitting	PARE Corporation	Briscoe B. Lang	
Geotechnical Engineering	Lahlaf Geotechnical Consulting, Inc.	Abdelmadjid M. Lahlaf, Ph.D., P.E.	MBE
Hazardous Materials	Universal Environmental Consultants	Ammar M. Dieb	
Cost Estimating	PM&C	Peter Bradley	
Food Service Consultant	Crabtree McGrath Associates, Inc.	John Sousa	

Laboratory Consultant	Ai3 Architects, LLC	L. Scott Dunlap, AIA, LEED AP	
Acoustical Consultant	Acentech, Inc.	Ioana Pieleanu	
Specifications Consultant	Wil-Spec LLC	Robert R. Wilkinson	
Library/Media	Integrated Contract Design, Inc.	Nancy Lohrer, IIDA	WBE
Theatrical Consultant	Barbizon Light of New England	Scott Stipetic	
Sustainable / Green Design / Renewable Energy Consultant	Andelman & Lelek Engineering, Inc.	M. Magda Lelek	WBE
Code Consultant	Cosentini Associates, Inc.	Rockwood J. Edwards, P.E.	
Accessibility Consultant	Kessler McGuinness & Associates, LLC	David Kessler	
Traffic Consultant	PARE Corporation	Amy J. Archer, P.E.	
Furniture, Fixtures and Equipment Consultant	Integrated Contract Design, Inc.	Nancy Lohrer, IIDA	WBE
Security Consultant	Ai3 Architects, LLC	John C. Jordan	
Educational Programming	New Vista Design	David Stephen	
Soil Characterization	FS Engineers, Inc.	Farooq Siddique	MBE
Site Surveying	Welch Associates Land Surveyors, Inc.	Pamela M. Welch, PLS	WBE

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

OWNER

(print name)

(print title)
By _____
(signature)
Date _____

DESIGNER

L. Scott Dunlap, AIA, LEED AP
(print name)
Partner L. Scott Dunlap, Partner
(print title)
By [Signature]
(signature)
Date 4-10-17

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ARTICLE 1: DEFINITIONS

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.

APPLICABLE LAWS – All applicable laws, statutes, ordinances, by-laws, codes, rules and regulations, of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government applicable to the Project.

APPROVAL -- A written communication from the Owner approving the work of the current Phase, as identified on Attachment A, or authorizing the Designer to proceed to the next Phase or approving the scope and compensation for either Extra Services or Reimbursable Expenses.

AUTHORITY – Massachusetts School Building Authority or its authorized representative, created by St. 2004, c. 208.

BASIC SERVICES – The scope of services to be provided by the Designer under this Contract, unless the Contract is otherwise terminated pursuant to Article 12, as described in Article 7 of this Contract, and as it may be amended pursuant to Article 18.4.

CERTIFICATE OF FINAL COMPLETION – The form prescribed by the Authority which contains the certification of the Designer, OPM and the Owner that the Project has reached Final Completion.

CERTIFICATE OF SUBSTANTIAL COMPLETION – The certificate prepared by the Designer and approved by the Owner to the effect that the Work has reached Substantial Completion.

CHANGE ORDER – A written instrument prepared by the Designer and signed by the Owner, Owner's Project Manager, Contractor or CM at Risk, and Designer, stating their agreement on a change in the Construction Contract Documents, including, but not limited to, a change in the Contract Sum and/or Contract Time, and/or any other specification in the Construction Contract Documents.

COMMISSIONING CONSULTANT – A person or firm engaged by the Authority to provide building commissioning services, including advisory services during design and construction.

CONSTRUCTION CONTRACT DOCUMENTS – The Construction Contract Documents consist of the Owner-Contractor or Owner-CM at Risk Agreement, Advertisement, Instructions to Bidders, Bidding Documents, Contract Forms, Conditions of the Contract, Drawings, Plans, Technical Specifications, all addenda issued prior to execution of the Construction Contract, and other documents approved after execution of the Owner-Contractor or Owner-CM at Risk Agreement relating thereto.

CONSTRUCTION MANAGEMENT AT RISK or CONSTRUCTION MANAGEMENT AT RISK SERVICES or CONSTRUCTION MANAGEMENT AT RISK DELIVERY METHOD or CM at RISK DELIVERY METHOD - a construction method described in M.G.L. c. 149A wherein a Construction Management at Risk firm provides a range of preconstruction services and construction management services which may include cost estimation and consultation regarding the design of the building project, the preparation and coordination of bid packages, scheduling, cost control, and value engineering, acting as the general contractor during the construction, detailing the Trade Contractor scope of work, holding the trade contracts and other subcontracts, prequalifying and evaluating Trade Contractors and subcontractors, and providing management and construction services, all at a Guaranteed Maximum Price, which shall represent the maximum amount to be paid by the public agency for the building project, including the cost of the work, the general conditions and the fee payable to the Construction Management at Risk Firm.

CONSTRUCTION MANAGER AT RISK, CONSTRUCTION MANAGEMENT at RISK FIRM or CM at RISK – the individual, corporation, partnership, sole proprietorship, joint stock company, joint venture or other entity with whom the Owner has contracted pursuant to M.G.L. c. 149A, §§ 6 & 7, to provide Construction Management at Risk Services.

CONTRACT – This Contract, inclusive of all Attachments, between the Owner and the Designer; all written amendments to this Contract; and all Approvals issued pursuant to this Contract.

CONTRACTOR OR GENERAL CONTRACTOR – The person or firm with whom the Owner has contracted pursuant to M.G.L. c. 149, §§ 44A-44M to perform the construction for this Project.

CONTRACTOR APPLICATION AND CERTIFICATE FOR PAYMENT – The form prescribed by the Owner which contains the Contractor's or CM at Risk's application or requisition for periodic or final payment for Work performed in accordance with the Construction Contract Documents and the Designer's certificate for payment as approved by the OPM and the Owner.

DESIGNER – The individual, corporation, partnership, sole proprietorship, joint stock company, joint venture or other entity identified as such on page one of this Contract performing architecture, landscape architecture, and/or engineering services under this Contract and which meets the qualifications set forth in M.G.L. c. 7C § 44.

DESIGNER SERVICES – The services to be performed by the Designer and its Subconsultants under this Contract including developing and providing all data, designs, drawings, specifications and estimates required for the Project.

DISTRICT – see “OWNER.”

EXTRA SERVICES – Services requested by the Owner to be performed by the Designer but which are additional (or "extra") to the services performed as Basic Services.

FEASIBILITY STUDY AGREEMENT – The agreement between the Owner and the Authority that sets forth the terms and conditions pursuant to which the Authority will collaborate with the Owner in conducting a feasibility study, which agreement shall include the budget, scope and schedule for the feasibility study.

FEE FOR BASIC SERVICES – The fee to be paid to the Designer for satisfactorily performing the Basic Services required under this Contract, exclusive of the compensation to which the Designer may be entitled pursuant to Articles 8 (Extra Services) and 9 (Reimbursable Expenses).

FINAL COMPLETION – The Work has been completed in accordance with the Construction Contract Documents and the educational specifications, schematic plans and drawings and the Project Funding Agreement approved by the Authority.

FINAL DESIGN PROGRAM – A description of the programmatic, functional, spatial, and environmental requirements of the Project in written and graphic form indicating the scope of work and design requirements of the Project.

GENERAL LAWS – The Massachusetts General Laws as amended, including any rules, regulations and administrative procedures implementing said laws.

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

GUIDELINES AND STANDARDS – Documents published by the Authority including regulations and procedures that supplement the tasks of Designers contracting with Owners for projects receiving any funding from the Authority, as they may be amended from time to time by the Authority.

MATERIALS – The designs, drawings, project manual specifications, and other materials prepared by the Designer as defined in Article 16.1.

MBE/WBE – A minority-owned business (MBE) or a women-owned business (WBE) certified by the Supplier Diversity Office (SDO), formerly the State Office of Minority and Women Business Assistance (SOMWBA).

NOTICE TO PROCEED – The written communication issued by the Owner to the Contractor or CM at Risk authorizing him to proceed with the construction contract and establishing the date for commencement of the contract time.

OWNER – The entity identified as such on page one of this Contract, or its authorized representative, that is the owner of the property that is the site of the Project, or has or will have exclusive control over the site for at least the duration of the useful life of the school facility that is the subject of the Project, and is responsible for administering this Contract.

OWNER-CONTRACTOR AGREEMENT or OWNER – GENERAL CONTRACTOR

AGREEMENT – The contract between the Owner and one or more General Contractors and/or goods or services providers for construction of a whole or part of the Project, including approved change orders.

OWNER-CM at RISK AGREEMENT – The contract between the Owner and the CM at Risk, including, but not limited to, the GMP Amendment, for the provision of Construction Management at Risk Services for the Project.

OWNER'S PROJECT MANAGER or OPM – The individual, corporation, partnership, sole proprietorship, joint stock company, joint venture or other entity with whom the Owner has contracted to perform the Project Management Services for this Project, and who meets the qualifications of M.G.L. c. 149, § 44A ½ and has been approved by the Authority.

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

PRINCIPALS – The owner(s) and/or officer(s) of the Designer or Subconsultant who are in responsible charge of the Project.

PROJECT – All work that pertains to the study, planning, programming, design, construction, reconstruction, installation, demolition, maintenance and repair, if any, as described in the Project Scope and Budget Agreement and Project Funding Agreement.

PROJECT ARCHITECT AND/OR PROJECT ENGINEER – The individual designated by the Designer as its Project Architect or Project Engineer. Such Project Architect or Project Engineer shall be a registered architect, engineer or landscape architect as required by the Request For Designer Services, shall be the person who shall oversee the performance of all services provided on the Project and shall be certified in the Massachusetts Certified Public Purchasing Official Program as administered by the Inspector General of the Commonwealth of Massachusetts.

PROJECT CONSTRUCTION BUDGET – That portion of the Total Project Budget that enumerates the cost of constructing the Project inclusive of all designed construction, demolition, and renovation work, all supportive and preparatory construction work required for the Project, the General Contractor or the CM at Risk and all subcontractors, suppliers, materials, equipment, general conditions, insurance, overhead and profit and all other expenditures that are ordinarily considered as construction cost allocations. The Project Construction Budget includes the design contingency,, bidding contingency, and price escalation contingency, as appropriate to the phase of the Project.

PROJECT FUNDING AGREEMENT – the Project Funding Agreement described in the 963 CMR 2.02 and executed by the Authority and the Owner.

PROJECT SCHEDULE – A complete list of all activities, time and sequence required to complete the Project, as defined in the Project Scope and Budget Agreement or Project Funding Agreement.

PROJECT SCOPE AND BUDGET AGREEMENT – the Agreement described in 963 CMR 2.10(10) and executed by the Authority and the Owner.

RECORD DRAWINGS – The drawings prepared by the Designer and its Subconsultants pursuant to Article 7.10.5 of this Contract which incorporate the design changes made during the construction period and which incorporate information on the marked-up prints, as-built drawings and other data furnished by the General Contractor or CM at Risk and any subcontractors.

REIMBURSABLE EXPENSES – Costs and expenses incurred by the Designer that are reimbursable pursuant to the provisions of Article 9 of this Contract.

REQUEST FOR DESIGNER SERVICES or RFS – The written document appended hereto as Attachment B specifying various requirements including the project goals and general scope, project site, scope of services, submission requirements, schedule, and construction budget.

STANDARD OF CARE – The generally accepted professional standard of care ordinarily used by design professionals performing a similar scope of services in the same geographic area on projects of comparable size and complexity.

SUBCONSULTANT – The Subconsultants listed on page 1 of this Contract, together with any additional Subconsultants engaged by the Designer from time to time, which shall be an individual, company, firm, or business having a direct contractual relationship with the Designer, who provides services on the Project.

SUBCONTRACTOR – The person or entity having a direct contractual relationship with the Contractor, or CM at Risk who has the contract to perform the construction of the Project, except as otherwise specifically provided or required herein or by Law. Subcontractor when used also means “Trade Contractor” except when otherwise specified.

SUBSTANTIAL COMPLETION – The Work, as evidenced by the Certificate of Substantial Completion, is fully complete or substantially complete so that the value of the Work remaining to be done is, in the estimate of the Owner, less than one percent of the original contract price, or (2) the Contractor substantially completes the work and the Owner takes possession for occupancy, whichever occurs first.

TOTAL PROJECT BUDGET – A complete and full enumeration of all costs of the Project, as defined in the Project Scope and Budget Agreement or Project Funding Agreement.

TRADE CONTRACTOR – a subcontractor having a direct contractual relationship with a Contractor or CM at Risk to perform one or more so-called sub-bid classes of work listed in M.G.L. c.149, §44F, and any other sub-bid classes of work selected by the Owner for the Project in accordance with the provisions of either M.G.L. 149, §44F(1)(a) or M.G.L. c. 149A, §8(a).

WORK – The entire construction required to be furnished under the Construction Contract Documents. Work includes performing and furnishing any and all services, obligations, duties,

responsibilities, labor, materials, equipment, temporary facilities, and incidentals necessary to complete the construction assigned to, or undertaken by the Contractor or the CM at Risk pursuant to the Construction Contract Documents.

ARTICLE 2: RELATIONSHIP OF THE PARTIES

- 2.1 The Owner's Project Manager shall act as an independent contractor of the Owner in providing certain project management services required for the Project required for the project except where the OPM is an existing public employee of the Owner as described in M.G.L. c. 149, § 149A1/2.
- 2.2 The Designer is solely responsible for providing the design for the Project and for performing in accordance with this Contract.
- 2.3 The Contractor or CM at Risk, as the case may be, shall be solely responsible for construction means, methods, techniques, sequences and procedures, the Contractor's or CM at Risk's schedules, and for safety precautions and programs in connection with the Project and for performing in accordance with the Owner-Contractor or Owner - CM at Risk Agreement. The Designer shall be responsible for the Designer's negligent acts or omissions but shall not have control over or charge of acts or omissions of the Contractor or CM at Risk, Subcontractors, or the agents or employees of the Contractor or CM at Risk or Subcontractors, the Owner's Project Manager, the Authority or its Commissioning Consultant or other technical consultants.
- 2.4 Nothing in this Contract shall be construed as an assumption by the Designer of the responsibilities or duties of the Contractor or CM at Risk or the Owner's Project Manager. It is the intention of the parties that the Designer's services shall be rendered in a manner compatible with and in coordination with the services provided by the Owner's Project Manager and the Commissioning Consultant. It is not intended that the services of the Designer and the Owner's Project Manager or the Commissioning Consultant be competitive or duplicative, but rather complementary. The Designer shall be entitled to rely upon the Owner's Project Manager, Commissioning Consultant and Contractor or CM at Risk for the proper performance of their obligations pursuant to their respective contracts with the Owner.

ARTICLE 3: RESPONSIBILITIES OF THE OWNER

- 3.1 The Owner shall have the right to approve the Designer's work.
- 3.2 The Owner shall designate an individual who shall have the authority to act on behalf of the Owner under this Contract and who shall be responsible for day-to-day communication between the Owner and the Designer.
- 3.3 Upon satisfactory completion of services performed, the Owner shall make payments to the Designer as provided in Articles 6, 7, 8 and 9, 10 and 11.

- 3.4 To the extent such data is available, the Owner shall furnish to the Designer existing surveys of the site, building plans, borings, test pits, structural, mechanical, chemical or other test data, tests for air and water pollution and for hazardous materials, photographs, reports and utility information. The Designer shall be entitled to reasonably rely upon the sufficiency and accuracy of the information furnished to the Designer under this Article 3.4 and under Article 4.11, provided that the Designer shall coordinate its services with the services of the Owner's consultants and shall notify the Owner in writing of any deficiencies in such data of which the Designer becomes aware.
- 3.5 Except as otherwise provided in this Contract, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor or CM at Risk and the Designer's consultants through the Designer about matters arising out of or relating to the Construction Contract Documents. The Owner shall promptly notify the Designer of any direct communications that may affect the Designer's services.
- 3.6 The Owner shall provide the Designer access to the Project site prior to commencement of the Work and shall obligate the Contractor or CM at Risk to provide the Designer access to the Work wherever it is in preparation or progress.
- 3.7 If the Owner requests the Designer to execute any certificates that are not readily available as of the effective date of this Contract, the proposed language of such certificates shall be submitted to the Designer for review at least 14 days prior to the requested dates of execution. The Designer shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Contract.
- 3.8 The Owner shall deliver to the Designer in a timely manner written copies of all Approvals required by this Contract. If Approval is withheld, the Owner shall notify the Designer in a timely manner in writing why such Approval is being withheld.
- 3.9 The Owner shall not unreasonably withhold, delay, condition, or deny any approval, acceptance, or consent required under this Contract, including any Approval.

ARTICLE 4: RESPONSIBILITIES OF THE DESIGNER

- 4.1 The Designer shall perform the Designer Services in accordance with the requirements of this Contract, and in accordance with the Standard of Care. The Designer shall exercise due care and diligence in the rendition of all services under this Contract in accordance with such professional standards and shall exercise the Standard of Care to provide the services required under this Contract in conformity with all Applicable Laws.
- 4.2 The Designer shall be responsible for the Designer Services including any changes to such Services that may be required in accordance with this Contract. The Designer shall furnish appropriate competent professional services for each of the Phases in accordance with the Standard of Care. Any changes, corrections, additions or deletions requested by the Owner and the Authority shall be incorporated into the design of the Project unless detailed objections thereto are issued in writing by the Designer, subject to Article 8.2.2. Nothing

herein shall be construed as an assumption by the Owner or the Authority of the responsibilities or duties of the Designer.

- 4.3 The Designer Services shall be performed as expeditiously as is consistent with orderly progress of the work, consistent with the agreed upon project design schedule as established under Article 7.4.2 and as it may thereafter be amended by the parties from time to time. In the event of delays due to causes outside of the Designer's control, the project design schedule may be extended as necessary, and Designer's compensation may be equitably adjusted pursuant to Article 6.6 to the extent that Designer incurs additional direct costs caused by the delay. Time is of the essence for the duration of this Contract.
- 4.4 The Designer shall provide the scope of services required by this Contract, as described in more detail in the RFS and Attachment A.
- 4.5 The Designer shall comply with the terms and conditions of all project agreements executed between the Owner and the Authority and any and all administrative directives issued by the Authority, now in effect or hereafter promulgated during the term of this Contract, without any additional compensation, that are applicable to Designer's Services under this Contract and that have been provided or are readily available to Designer prior to such Services being performed. The Owner shall reasonably compensate the Designer for complying with any term or condition of a project agreement executed between the Owner and the Authority or any administrative directive issued by the Authority, that was not provided to or was not readily available to the Designer prior to such Services being performed and that materially impacts the Designer's scope or other aspect of its Services, Fee, schedule, or any obligations and responsibilities under this Contract.
- 4.6 The Designer acknowledges the importance that the Owner attributes to the abilities and qualifications of the key members of the Designer's team, including Subconsultants, and the continuity of key members' participation in the services to be provided under this Contract. This Contract has been entered into in reliance on the Designer's representation that the individuals, consultants, assignments and responsibilities will be maintained throughout the duration of this engagement. No substitution or replacement of individuals or change in the Subconsultants, listed on pages 1-2 of this Contract, shall take place without the prior written approval of the Owner and the Authority, except when necessitated by causes beyond the Designer's control (such causes shall include if an individual leaves or is no longer associated with the Designer's firm). If the Designer proposes to replace one of the members of the Designer's team, the Designer shall propose a person or consultant with qualifications at least equal to the person or firm the Designer proposes to replace. The Owner and the Authority shall have the right to approve any substitution or replacement or change in status for the persons or Subconsultants listed on page 1-2 of this Contract and such approval shall not be unreasonably withheld. At the request of the Owner, the Designer shall consult with the Owner to resolve any situation in which the Owner determines that a member of the Designer's team is failing to perform services in an acceptable manner to the Owner. The Owner shall have the right to direct the removal of any such person or consultant. The Owner shall work in good faith with the Designer to resolve any material problems identified by the Owner in writing regarding performance of the Designer's obligations under this Contract. No act or omission of the Owner or the Authority made or permitted under this Article shall relieve the Designer of its responsibility for the performance of the services specified in this Contract.

- 4.7 The Designer shall compile and distribute a job directory which includes all names, addresses, phone and fax numbers, and e-mail addresses of the representatives of the Designer and their Subconsultants. This shall be distributed upon commencement of the services, and shall be updated and redistributed as project participants and/or contact information change.
- 4.8 The Designer shall employ at all times adequate professional and support personnel with requisite expertise and adequate numbers to assure the complete, timely performance of the obligations of the Designer. The Designer shall acquaint its employees and Subconsultants with all provisions of the General Laws governing public construction projects, including but not limited to M.G.L. c. 149, M.G.L. 149A, and M.G.L. c. 30, that are relevant to the performance of Designer's obligations under this Contract. When directed by the Owner, the Designer shall fully cooperate with the Owner in obtaining the Criminal Offender Record Information (CORI) of the Designer and its employees and of any Subconsultants and their employees in accordance with the provisions of M.G.L. c. 71, § 38R, M.G.L. c. 6, §§ 167-178B (the so-called CORI Law), any other applicable law, and District policy. All contracts between the Designer and each Subconsultant shall include appropriate provisions requiring the Subconsultant to fully cooperate with the Owner in obtaining the Criminal Offender Record Information (CORI) of the Subconsultant and its employees as aforesaid.
- 4.9 The Designer shall be and shall remain liable to the Owner for all damages incurred by the Owner as a result of the failure of the Designer or its Subconsultants to perform in conformance with the terms and conditions of this Contract.

4.10 Design Within the Project Construction Budget

- 4.10.1 The Designer shall prepare cost estimates for the Project as described in Article 7 of this Contract or at more frequent intervals as required in the RFS. Unless otherwise specified in the RFS, the cost estimates shall be considered Basic Services and the Designer is not eligible for any additional compensation for preparing the same. The format for cost estimates shall be in accordance with the requirements of the Authority.
- 4.10.2 The Designer shall produce a design for the Project meeting the requirements of the scope of work described in the RFS to be constructed within the Project Construction Budget, provided that the Designer shall be permitted to recommend to the Owner such adjustments to the Project's design, consistent with the Project Funding Agreement, as the Designer reasonably believes may be required to adhere to the Project Construction Budget. In the event the Designer's cost estimate for the Project (as reconciled in accordance with the provisions of this Contract) exceeds the Project Construction Budget, the Owner may require the Designer to revise the design, drawings and specifications to keep the cost estimate for the Project within the Project Construction Budget. The Designer shall not be entitled to extra compensation for making such revisions to contain costs within the Project Construction Budget.
- 4.10.3 In a Project constructed pursuant to M.G.L. c. 149, §§ 44A-M, if the Project Construction Budget is exceeded by the lowest bona fide, responsible bid by any

amount, the Owner shall direct the Designer to review and compare the Project Construction Budget with the bids received to identify the variances. Upon completion of this review and submission of the Designer's report to the Owner and Authority, the Owner shall, with the approval of the Authority:

- (a) direct the Designer to revise the Final Design Program, Project scope and quality as required to reduce the estimated construction costs to be within the Project Construction Budget, in accordance with Article 4.10.5 of this Contract; or
- (b) give written approval to the Designer of an increase in the Project Construction Budget; or
- (c) authorize rebidding of the Project within a reasonable time; or
- (d) terminate this Contract in accordance with Article 12.3; or
- (e) implement any other mutually accepted alternative that the Owner and the Designer may agree on.

4.10.4 In a Project constructed pursuant to M.G.L. c. 149A, the Designer shall be responsible for managing the design of the Project to stay within the Project Construction Budget. If the GMP proposal submitted by the CM at Risk exceeds the Project Construction Budget, the Designer shall review and compare the Project Construction Budget with the GMP proposal submitted by the CM at Risk to identify the variances. Upon completion of this review, if directed by the Owner, the Designer shall assist the Owner in negotiating a GMP within the Project Construction Budget in accordance with Article 7.7.9. If a GMP cannot be successfully negotiated between the Owner and the CM at Risk within the Project Construction Budget, the Owner shall, with the approval of the Authority:

- (a) direct the Designer to participate with the Owner, OPM, and CM at Risk in design reviews and revise the design, including appropriate revisions to drawings and specifications, as necessary in order to reach an agreement on a GMP within the Project Construction Budget; in accordance with Article 4.10.5; or
- (b) give written approval to the Designer of an increase in the Project Construction Budget and resume negotiating a GMP with the CM at Risk; or
- (c) terminate this Contract in accordance with Article 12.3; or
- (d) implement any other mutually accepted alternative that the Owner and the Designer may agree on.

4.10.5 (a) If the Owner chooses to proceed under Article 4.10.3(a) or 4.10.4(a), the Designer and its Subconsultants, without receiving additional compensation, except if fewer than three bona fide, responsible bids were received (in the case of a Project constructed pursuant to M.G.L. c. 149, §§ 44A-44M) or (in the case of a Project

constructed pursuant to G.L. c. 149A) if fewer than three bona fide responsible Trade Contractor or so-called non-trade contractor bids for each category of work were received, or if 4.10.5(b) and/or (c) applies, shall cooperate in revising the designs, drawings and specifications as may be required to reduce or modify the quality or scope or both, of the Project so that they will comply with the Project Construction Budget as approved at the conclusion of the Construction Documents Phase or as amended. Any changes to the educational program or the approved space summary shall be subject to the written approval of the Authority. Upon completion of these revisions, the Designer shall also be required to produce a revised cost estimate demonstrating that the estimated cost of the Project does not exceed the Project Construction Budget. Revising the designs, drawings, and specifications and updating the cost estimate shall be the sole obligation on the part of the Designer with respect to 4.10.3(a) or 4.10.4(a); (b) If the Owner elects to proceed with revisions that significantly increase the complexity either of the Construction Contract Documents themselves or the Construction Administration Phase services that the Designer will have to provide, then the Designer shall be entitled to an equitable adjustment in its Fee to reflect the impact on its services; (c) If the bid or proposal referenced in 4.10.3 or 4.10.4 above was submitted on a date that is more than three (3) months after approval of the Construction Contract Documents then such revisions shall be Extra Services.

4.10.6 The Designer must receive written approval of the Owner and the Authority before the Project Construction Budget shall be considered amended.

4.11 Additional Tests and Surveys: The Designer shall be responsible for reviewing the surveys, investigations, testing and reports completed by the Owner and as provided under Article 3.4, and determining the types of additional or expanded surveys, investigations, or testing required for the Project. Such services shall be provided by qualified specialty Subconsultants as necessary. Both the types of services and the Subconsultants shall be approved by the Owner. In the event that the Designer employs the services of a Subconsultant to provide such services, the Designer shall employ such Subconsultants who have the professional liability insurance coverage described in paragraph 15.8.1 covering such services, to the extent that such insurance coverage is generally available to Subconsultants. The Designer shall, upon the Owner's written request, assign to the Owner the Designer's contractual right to pursue a claim against such Subconsultants. Such services shall be paid for as provided in Article 8 – Extra Services unless such services are specifically included as Basic Services in the RFS. Such services may include but need not be limited to:

4.11.1 Site surveys;

4.11.2 Structural tests and materials tests;

4.11.3 Geotechnical and geoenvironmental investigations and reports, including existing buildings hazardous material reports, boring tests, test pits, observation wells, testing and chemical analysis of site substrate conditions;

4.11.4 Traffic studies.

ARTICLE 5: SUBCONSULTANTS

- 5.1 The Designer may engage Subconsultants, subject to the prior written approval of the Owner and subject to Article 9.3, in order to perform services under this Contract. If Subconsultants are engaged, the person responsible for, and in control of, the Subconsultant services to be provided must be professionally registered or licensed in Massachusetts in the necessary disciplines for the services if such registration or licensing is required under the applicable General Laws. The engagement of Subconsultants shall not in any way relieve the Designer from its duties and responsibilities for its work, including, without limitation, coordinating all Designer Services furnished under this Contract by the Subconsultants.
- 5.2 Upon request, the Designer shall provide the Owner with copies of its agreements with Subconsultants, including any amendments thereto and copies of the Subconsultant's applicable certificates of insurance.
- 5.3 No substitution of Subconsultants and no use of additional Subconsultants or assignment of services shall be made without prior written approval of the Owner, which approval shall not be unreasonably withheld.

ARTICLE 6: COMPENSATION

- 6.1 For the satisfactory performance of all services required pursuant to this Contract, excluding those services specified under Articles 8 and 9, the Designer shall be compensated by the Owner in the amounts specified in Attachment A as that Fee may be amended by written amendment to this Contract.
- 6.2 When the Designer receives payment from the Owner, the Designer shall promptly make payment to each Subconsultant whose work was included in the work for which such payment was received unless payment has been theretofore made. The Owner shall have the contractual right to investigate any breach of performance of a Subconsultant and to initiate corrective measures it determines are necessary and in the best interest of the Owner. All contracts between the Designer and its Subconsultants shall include a provision in which the Owner's rights to initiate corrective action shall be stipulated.
- 6.3 Payment Schedule
 - 6.3.1 Payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each Phase. The amount of fees attributable to each Phase shall be as set out in the schedule in Attachment A. Payment for approved Reimbursable Expenses and/or Extra Services shall be made monthly upon receipt of an approved invoice from the Designer.
 - 6.3.2 The Owner shall make payments to the Designer within 30 days of the Owner's approval of an invoice from the Designer. The Owner's payment for any services provided under this Contract shall not be construed to operate as a waiver of any rights under the Contract or any cause of action arising out of performance of the Contract. The Owner shall not withhold payments to offset costs alleged to have been incurred by the Owner on account of allegedly negligent acts, errors or omissions unless the Designer agrees or has been found liable for specific amounts in a binding agreement or court judgment, or unless the Designer fails to maintain the professional

liability insurance required under paragraphs 15.7.1 and 15.7.2. The Owner may withhold approval of invoice items the Owner reasonably believes have not been performed in accordance with this Contract, including adjustments to payment amounts in instances where required submittals to the Authority may be found to be missing or incomplete. If Owner and Designer continue to disagree, the disagreement shall be immediately submitted to mediation in accordance with paragraph 18.5(b).

6.4 Installment Payments During Construction

- 6.4.1 During the construction Phase, the Designer shall be paid the Fee for Basic Services stipulated in Attachment A.
- 6.4.2 Payments to the Designer during the construction Phase shall be made in equal monthly installments for the duration of the construction Phase. The amount of each payment shall be determined by dividing 95% of the fee for Construction Phase/Final Completion as stipulated in Attachment A by the number of months between the Notice to Proceed and the scheduled issuance of the Certificate of Substantial Completion as indicated in the Project Schedule as approved by the Owner. The Designer shall be entitled to Extra Services in accordance with Article 8.3 should the Project be delayed beyond the 60-day period described in Article 8.3 for reasons beyond the control of the Designer.

6.5 Final Installment: The Designer shall be paid the unpaid balance of the fee for Construction Phase/Final Completion as stipulated in Attachment A (as that fee may be amended), upon compliance with the following requirements:

- 6.5.1 Approval of the Certificate of Final Completion of construction (such Certificate to be in the form developed by the Authority). In cases where a Certificate of Partial Release of Retainage is approved, the Designer shall be paid up to an amount commensurate with the percent of retainage released until a Certificate of Final Completion is approved; and
- 6.5.2 Delivery by the Designer to the Owner of the Record Drawings required by this Contract; and
- 6.5.3 Verification of payment to MBE/WBE Subconsultants or Subconsultants identified on Attachment C and as required by Article 17.4; and
- 6.5.4 A written evaluation of the General Contractor or CM at Risk by the Designer from which the Owner shall be able to complete its submission of the Contractor Evaluations as required by M.G.L. c.149 § 44D(7).
- 6.5.5 In the event that the Designer is unable to comply with items 6.5.1 and 6.5.2 above due to reasons beyond the Designer's control, as determined by the Owner, Final Installment shall not be unreasonably withheld or delayed beyond 60 days after the date of Substantial Completion, provided that the Designer has complied with all other requirements.

6.6 Substantial Change

- 6.6.1 If there is a substantial change in the services described in the RFS to be provided by the Designer under this Contract, the Designer and the Owner will mutually agree to a written amendment describing the services and an amended Fee for Basic Services to reflect the change and reasonable cost of such change. Such changes shall be designated on Attachment F and shall be executed by the Designer and the Owner.
- 6.6.2 Should the Designer and the Owner be unable to negotiate a mutually acceptable amendment to the Fee for Basic Services when there has been a substantial change in the specified services, the Owner shall unilaterally and promptly determine, in good faith and supported by a written explanation in sufficient detail, a reasonable maximum dollar amount for the services as amended and process payments to the Designer subject to said maximum amount, until an amendment to the Fee for Basic Services for such change is set by later agreement between the parties, provided, that the Designer's acceptance of such payments shall not be considered a waiver by the Designer of its right to pursue a claim for additional compensation related to the change in services, and provided that such disagreement shall be immediately submitted to mediation in accordance with paragraph 18.5(b). In no event shall the Designer stop work under this Contract due to a disagreement with the Owner regarding an amendment in the Designer's Fee for Basic Services, provided that the Owner complies with its payment obligations under this Article 6.6.
- 6.6.3 Notwithstanding the foregoing, the amendment to this Agreement described in paragraph 7.4.8 shall be negotiated and executed by both parties prior to the start of the subsequent Phase.

ARTICLE 7: BASIC SERVICES

- 7.1 The Designer shall discuss with the Owner and the Authority the requirements for each Phase before beginning work on that Phase.
- 7.2 The Owner and the Authority will promptly review and approve the Designer's submittals. Upon completion of its review, the Owner shall promptly and in writing:
 - (a) approve the submittal as made; or
 - (b) approve that part of the submittal that is acceptable and reject the remainder; or
 - (c) reject the submittal; or
 - (d) require the Designer to submit additional information or details in support of its submittal.
- 7.2.1 The description of Designer Services required during the various Phases as described in the RFS and hereinafter may include specification of the number of submittals the Designer will be required to make and estimates of the approximate number of meetings that the Designer will be required to prepare for and attend during each Phase.

- 7.2.2 As a part of Basic Services, the Designer shall provide six copies of each submittal to the Owner; two copies of each submittal to the Authority, and, if the Owner elects to proceed with the CM at Risk construction delivery method, one copy of each submittal to the CM at Risk. Drawings submitted to the Authority shall be reproduced at half full size. A graphic scale shall be placed upon all such drawings prior to construction documents phase submittals. If the Designer is required to make submittals in excess of the number specified or if the Designer is required to prepare for and attend meetings in excess of the number specified for a Phase, the Designer shall be entitled to compensation for Extra Services, provided, however, that the Designer shall not be entitled to such compensation if and to the extent the Owner or the Authority shall have reasonably determined that the additional submittals or the additional meetings were required due to either the Designer's lack of preparation, or other fault due to deficiencies or omissions in documents prepared by the Designer.
- 7.2.3 All document submittals shall be in the form of neatly bound printed material, and delivered to the location or locations as indicated by the Owner and Authority. One or more document submittal components may be submitted in an approved electronic format, subject to specific authorization by the Owner and/or Authority.
- 7.2.4 Electronic Submittals: In addition to all other submittals called for by this Article 7 and elsewhere in the Contract, including but not limited to hard copies and reproducibles of all submittals, the Designer shall submit two (2) electronic copies on compact disks for all required submissions of Deliverables called for by this Contract ("Electronic Submittals"). All Electronic Submittals shall be deemed to be Materials that are subject to all provisions of Article 16. The Electronic Submittals shall be provided on CD electronic format as approved by the Owner and Authority and as follows:
- (a) All drawings shall be provided in standard AutoCAD software (release number and version to be established at time of contract execution) or in a compatible electronic CADD (.dxf) format or other industry-standard format as approved by the Owner and acceptable to the Authority. Electronic file naming convention shall be acceptable to the Owner and the Authority.
 - (b) All other documents shall be provided in pdf format, Microsoft Word, Excel, Project, or PowerPoint, as applicable to the particular submittal.
 - (c) All submittals shall be labeled identifying project name and number, file name, drawing title, software and release, and layering system.
 - (d) The Owner reserves the right to require the Designer to provide all electronic media as may be required at any time during the duration of this Contract due to technology upgrades and/or changes to the electronic systems used by the Owner or Authority, provided that if such requirement demands that the Designer

purchase new software or train existing employees for the application of media or software such costs shall be a Reimbursable Expense but only to the extent that such purchase of new software or training of existing employees is unique or exclusive to the particular requirements of the Owner or the Authority for this particular Project.

- (e) The Designer's compliance with the terms of this Article shall be performed as part of the Basic Services under the Contract, and the Designer shall not receive any additional compensation for providing the Electronic Submittals, (including but not limited to conversions or copies of software), except as specified herein. The Designer shall not be responsible for any use of Electronic Submittals on hardware or software for which it was not intended. Creation of a Building Information Model is excluded from the definition of Electronic Submittals; if the Owner requests the Designer to create such a Model, the parties shall execute a separate agreement and Designer shall receive Extra Services for its creation.

- 7.2.5 In reviewing and preparing all documents for evaluation as part of the Feasibility Study and/or any other design phase for which the Designer may be authorized, the Designer shall determine gross area and net areas in the following manner in order to maintain uniformity in computation and consistency of both gross and net square foot areas of buildings:

Gross Area: The area included within the outside faces of the exterior walls for all stories. Custodial areas such as janitor closets, building maintenance and building employees' locker rooms, circulation areas such as corridors, lobbies, stairs, and elevators, and mechanical areas such as those designated to house mechanical and electrical equipment, utility services, and non-private toilets shall be considered as part of the gross area, but not part of the net area.

Net Areas: In general, those areas which have a specific assignment and functional program use as determined by the facility, including, but not limited to, areas such as cafeterias, auditoriums, libraries, administrative and classrooms. These shall be measured from the inside finish of permanent outside walls to the inside finish of corridor walls, and to the inside finish of intermediate partitions.

7.3 Feasibility Study Phase:

- 7.3.1 The Designer shall familiarize itself with the Authority's Guidelines and Standards for feasibility studies that further specify the work to be performed by the Designer during this Phase and shall perform its Feasibility Study Phase services in accordance with such Guidelines and Standards and the provisions of this Contract. The Designer shall meet with the Owner to arrive at a mutual understanding of the

requirements of the Feasibility Study. The Designer shall submit a proposed work plan including anticipated tasks and submittals.

7.3.2 The Owner is required to ascertain the Authority's input and approval throughout the study process; therefore, the Designer shall develop and prepare the documentation required by the Feasibility Study to assist the Owner in securing the Authority's concurrence and/or approval at the following milestones before proceeding to the next milestone (Note that some of the approvals to move to the next milestone require a vote of the Authority's Board of Directors):

- (a) Preliminary design program;
- (b) Budget Statement for Educational Objectives, as defined by 963 CMR 2.02;
- (c) Development of alternatives to be studied;
- (d) Preliminary evaluation of alternatives;
- (e) Final Evaluation of Alternatives;
- (f) Recommendation to the Authority's Board of Directors of the preferred alternative that will be advanced to schematic design.

7.3.3 The Designer shall cooperate with the Owner and the Authority to define and develop a few reasonable, educationally sound, cost effective, and practical solutions for the Owner and Authority's evaluation that satisfy the Owner's educational program requirements that were provided by the Owner to the Designer. The alternatives considered shall address the following as a minimum:

- (a) Analysis of school district student school assignment practices and available space in other schools in the district; and
- (b) Tuition agreements with adjacent school districts (per M.G.L. c.70B §8); and
- (c) Rental or acquisition of existing buildings that could be made available for school use. (per M.G.L. c.70B §8); and
- (d) Renovation and/or addition to existing building(s) and related facilities or fields, if appropriate to the Project; and
- (e) No-build or status quo option, to be used as a benchmark for comparative analysis of all other alternatives; and
- (f) In some cases, it may also be appropriate to consider construction of new building and the evaluation of potential locations.

7.3.4 Feasibility Study submittals shall be provided pursuant to Article 7.2.2 and shall be subject to the written Approval of the Owner.

7.3.5 The Designer shall present and explain the Feasibility Study to the Owner and the Authority and at a local public meeting, if any such meeting is scheduled, or in conference.

7.3.6 The Designer shall meet with the Owner every other week during this Phase.

7.4 Schematic Design Phase

7.4.1 Upon receipt of an Approval to proceed to Schematic Design Phase, the Designer shall meet with the Owner to arrive at a mutual understanding of the requirements of the Final Design Program approved in writing by the Owner and the Authority.

7.4.2 The Designer shall submit a proposed design work plan pursuant to this Contract including anticipated tasks and submittals. The Designer shall also submit to the Owner a proposed schedule consistent with any Project Schedule included in the RFS (Attachment B) modified as required by any subsequent schedule changes or delays outside of Designer's control. The schedule shall contain dates for submittals, deliverables, actions, milestones, design workshops, meetings and the critical path through all design service activities. It shall include time for the Owner's and the Authority's review and approval of submittals and for necessary submissions for permits in connection with the Project. The work plan shall also include a work plan schedule of values consistent with Attachment A, which shall be the basis for which payments of the Fee for Basic Services within each Phase shall be made. The work plan schedule of values shall identify deliverables within each Phase and percentages of the phase fee payable upon completion of such deliverable. When approved by the Owner as provided in Article 7.4.8, the work plan schedule of values shall govern the timing of payments of the Fee for Basic Services upon completion of deliverables within each Phase and as each Phase progresses.

7.4.3 The Designer shall: Prepare a preliminary evaluation of the Recommended Preferred Solution from the Feasibility Study, the Final Design Program, and Proposed Total Project Budget; collect and study all available drawings, reports, maintenance reports, and other existing data pertaining to the Project; conduct a thorough on-site review of conditions relating to the Project; assure that the "Recommended Preferred Solution" complies with all applicable codes and regulations, including any special design standards supplied by the Authority and its Commissioning Consultant; and meet with local building officials to identify and confirm applicable standards, codes and any project specific criteria.

7.4.4 The Designer shall develop the Recommended Preferred Solution to a full schematic design level. Schematic design level documentation shall be based on the Final Design Program, shall incorporate Owner and Authority comments and shall include each of the following, to the extent applicable to the Recommended Preferred Solution:

- (a) Traffic Analysis - analyze the impact of anticipated vehicular and pedestrian traffic, including impacts to existing infrastructure, to determine efficient and safe site access.

- (b) Environmental and Existing Building Assessment – Provide additional site and building assessments as may be required to quantify presence of unsuitable materials and scope of possible remediation efforts.
- (c) Geotechnical and Geoenvironmental Analysis – Provide additional geotechnical analysis as may be required to describe soil conditions, remediation requirements and appropriate foundation.
- (d) Program Analysis - a space measurement analysis for the design which shall verify that the sum of all program floor areas plus all other floor areas equal the gross floor area of the Final Design Program.
- (e) Code Analysis – Determine the impact of all applicable federal, state, regional and local codes, regulations and ordinances, including a listing of permitting and other regulatory filing requirements.
- (f) Utility Analysis – Determine the availability and capacity of all required building utilities. Provide soils analysis and preliminary design for on-site septic/sewage treatment facilities, if required.
- (g) Massing Study – an analysis of the building’s integration into its surroundings and neighborhood with drawings, models, or photographs.
- (h) MA-CHPS or LEED-S Scorecard – Pursuant to the Authority’s Sustainable Building Design Guidelines complete a MA-CHPS or LEED-S for Schools Scorecard and describe sustainable design features and each high performance green school prerequisite and credit included in the proposed design and a plan for implementation or inclusion of any appropriate public utility energy conservation design programs.
- (i) Accessibility - an analysis of the design's compliance with the Americans with Disabilities Act (ADA) and the Massachusetts Architectural Access Board requirements (MAAB).
- (j) Building Systems Descriptions – Describe in narrative and on schematic plans basic information relative to:
 - 1. Building Structure - a written narrative of the design approach to the structural systems including discussion of the feasible options for foundations and superstructure as well as treatment of special situations such as unusual soils conditions or long spans.
 - 2. Plumbing and HVAC - written narratives of the basic systems and proposed fuel source(s) and a preliminary life cycle cost analysis pursuant to the criteria of M.G.L. c. 149 § 44(m). Provide schematic plans indicating basic distribution concepts and the location of major equipment items such as boilers, water heaters, cooling towers, chillers, air handling

units, heat recovery units, exhaust stacks, and special systems (e.g. fume exhausts).

3. Fire Protection - written narratives of the basic systems and design criteria. Provide schematic plans indicating basic distribution concepts and the location of major equipment items such as fire pumps, standpipes, and fire department connections.
 4. Electrical (including power, lighting, communications, fire alarm, video/CATV, security/surveillance) - written narratives of the proposed electrical and communications systems resources, needs, and proposed scope. Provide schematic plans indicating basic distribution concepts and the location of major equipment items such as switchgear, standby generator, and control centers/panels.
 5. Information Technology - written narratives of the proposed information technology system resources, needs, and proposed scope. Provide schematic plans indicating basic distribution concepts, and location of major equipment items such as switches and hubs.
- (k) Outline specifications in accordance with applicable CSI Divisions that clearly define the scope of construction, identify the sub-trades pursuant to M.G.L. c. 149 § 44F, establish the quality of materials, finishes, products, equipment and workmanship, and the special or unique conditions of construction.
- (l) Project Schedule - Provide a reasonable level of design-related input to the OPM such that the OPM can prepare a draft schedule for the proposed project for the Owner in the form of a graphic representation (Gantt Chart) of the duration of all tasks, activities and phases of the design and construction processes against the progression of time up to a proposed occupancy date. Dependencies between activities and tasks will be delineated. Individual tasks and activities will be rolled up to the major project milestones. Provide input to the OPM regarding priority actions and activities that may have a major impact on the schedule. The OPM, not the Designer, is responsible for preparing and maintaining the draft and updated project schedule document, except as it pertains to the project design schedule developed under Article 7.4.2.
- (m) Construction cost estimate - in Unifomat II Level 3 format with aggregated unit rates and quantities supporting each item. If independent cost estimates are prepared for the Owner by the OPM in this or subsequent phases, then the Designer shall work with the OPM to resolve such any differences in a cost reconciliation process and shall involve any relevant parties in such process.
- (n) Siting analysis, including content, traffic and access, topographic and utilities recognition.

- (o) Site Development Plan – Site plan shall be at a minimum scale of 1 inch equals 40 feet and include property lines with bearings and distances, building setbacks, site acreage, wetlands information, proposed and existing topography, proposed and existing buildings and site features, floor and roof elevations for all buildings, proposed and existing utilities and utility connections, and emergency equipment access.
- (p) Schematic Building Floor Plans of all floors and roof at a minimum scale of 1/16" = 1'-0" showing all elements of the building including overall dimensions, gross square footage of each floor and net square footage of each space, response to functional requirements of program, major and minor access, circulation, and room data sheets.
- (q) Schematic Exterior Building Elevations for all sides and orientations indicating all exterior finishes and fenestration.

- 7.4.5 Schematic design phase drawings, specifications, construction cost estimates and other submittals shall be subject to the written Approval of the Owner, which Approval shall not be unreasonably delayed, withheld, conditioned, or denied. Unless a lesser number is requested by the Owner, the Designer shall submit to the Owner for approval six (6) copies of schematic design drawings, specifications, cost estimates, and other submittals. Two (2) additional copies shall be submitted to the Authority by the Designer.
- 7.4.6 The Designer shall present and explain the Schematic Design to the Owner, the OPM and the Authority and at a local public meeting, if any such meeting is scheduled, or in conference.
- 7.4.7 The Designer shall meet with the Owner every other week during the Schematic Design Phase.
- 7.4.8 Prior to the issuance of an Approval to proceed to the Design Development Phase, the Designer and the Owner shall meet to finalize the design work plan, project schedule, and schedule of values described in Article 7.4.2, and they shall if necessary execute an amendment to the Contract to include all required modifications to govern the subsequent phases of the Designer's services.
- 7.4.9 Construction Delivery Method Evaluation and Selection
 - (a) The Designer shall assist the Owner in determining the appropriate construction delivery methodology for the Proposed Project. In providing such assistance, the Designer, in conjunction with the Owner's Project Manager, shall advise the Owner on the relative advantages and disadvantages associated with each of the construction delivery methods provided in M.G.L. Chapters 149 and 149A. The decision to pursue a particular construction delivery method shall be within the sole discretion of the Owner, subject to the approval of the Inspector General as provided in M.G.L. c. 149A, §4. The services provided by the Designer in assisting and advising the Owner in its determination of the

appropriate construction delivery methodology shall be included in Basic Services.

- (b) If the Owner elects to construct the Project using the CM at Risk construction delivery method pursuant to M.G.L. c. 149A, and has obtained the approval of the Office of the Inspector General to do so, with the Approval of the Owner, this Contract shall be amended using the Authority's Standard Amendment for CM-R which includes Articles 7.5 through 7.10. If the Owner elects to construct the Project using the Design-Bid-Build ("DBB") construction delivery method pursuant to M.G.L. c. 149, with the Approval of the Owner, this Contract shall be amended using the Authority's Standard Amendment for DBB, which includes Articles 7.5 through 7.9.

7.5 INTENTIONALLY OMITTED

7.6 INTENTIONALLY OMITTED

7.7 INTENTIONALLY OMITTED

7.8 INTENTIONALLY OMITTED

7.9 INTENTIONALLY OMITTED

7.10 INTENTIONALLY OMITTED

ARTICLE 8: EXTRA SERVICES

8.1 General

8.1.1 Extra Services are those services requested by the Owner to be performed by the Designer but which are additional (or "extra") to the services performed as Basic Services. Such services are not included in the Fee for Basic Services and shall be invoiced and paid for separately. Extra services shall not be deemed authorized until a written Approval is received from the Owner, which Approvals shall not be unreasonably delayed, withheld, denied, or conditioned.

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

8.1.3 Cost proposals for Extra Services shall be computed in accordance with Attachment A.

8.2 Unless specifically stated elsewhere and only with the prior written Approval of the Owner, the Designer shall perform any of the following services as Extra Services:

8.2.1 preparing measured drawings and detailed construction investigations documentation for existing buildings when such documentation does not exist;

8.2.2 substantially revising previously approved reports, drawings, specifications or other documents to address changes authorized or requested by the Owner, including

substantial changes in its size, quality, complexity, design, Budget, and/or bidding method or bid packages, and changes in Applicable Laws;

- (a) Notwithstanding the provisions of 8.2.2, revisions prepared by the Designer to keep construction costs within the Project Budget that are required pursuant to Article 4.10 of this Contract to be without additional compensation, or to correct incorrect items for which the Designer has responsibility, shall not be Extra Services;

- 8.2.3 preparing documents for bidding alternates requested by the Owner, except for a reasonable number and extent of alternates to keep construction costs within the Project Budget which shall be Basic Services;
- 8.2.4 revising Construction Contract Documents which have been initially submitted and approved in their final and complete form, if general bids (Chapter 149) or subcontractor bids (Chapter 149 or 149A) for work required thereunder are not advertised based on such Construction Contract Documents within four months after initial submission;
- 8.2.5 services in connection with rebidding if the need to rebid is not attributable to the Designer;
- 8.2.6 attending meetings with the Owner, Owner's Project Manager, the Authority, Department of Labor and Workforce Development, the Office of Attorney General, the Office of the Inspector General, or the CM at Risk (if the project is constructed pursuant to M.G.L. c. 149A) in matters of dispute if attendance is required by the Owner, provided such dispute did not arise due to the fault of the Designer;
- 8.2.7 furnishing other services in excess of Basic Services made necessary by the default or failure of performance of the General Contractor or CM at Risk or Subcontractors;
- 8.2.8 providing consultation with respect to replacement of work damaged by fire or other casualty during construction;
- 8.2.9 preparing change orders and supporting data in accordance with Article 10, or modifying the Construction Documents in response to an unreasonable amount of substitutions proposed by the Contractor or CM at Risk, or responding to unreasonable and excessive requests for information (RFIs) by the Contractor or CM at Risk, where such information is available from a careful study and review of the Construction Documents;
- 8.2.10 assisting the Owner in litigation or claims arising out of the Owner-Contractor Agreement or Owner-CM at Risk Agreement, provided such litigation or claims did not arise due to the fault of the Designer;
- 8.2.11 performing services during a construction period extended beyond the additional 60 calendar day period, specified in Article 8.3;

- 8.2.12 performing professional services which are not otherwise required under this Contract as Basic Services;
- 8.2.13 providing services in connection with partial completion or partial systems completion inspections at the time of Substantial Completion of the Work or of a project construction phase and/or separate bidding package due to delay by the Contractor or CM at Risk in completing the Work on schedule;
- 8.2.14 providing services in connection with Contractor, CM at Risk or Bidder disputes or questions arising out of the bidding process, unless such protest is a result of an act or omission of the Designer. Such services include research and preparation for and appearance at bid protest hearing and similar proceedings.

8.3 Construction Phase Services Provided after the Original Construction Completion Date

- 8.3.1 If construction of the Work, or of a project construction phase and/or separate bidding package has not reached substantial completion within the original construction period (as set forth in the Owner-Contractor or Owner-CM at Risk Agreement and as agreed to by the Designer), there shall be added to said construction period a period of sixty (60) calendar days, during which period the Designer shall continue to provide construction phase services for which no extra compensation shall be paid for the services described in Article 7.9 and 7.10.1 through 7.10.4 in a CM at Risk Project or for the services described in Articles 7.8 and 7.9.1 through 7.9.4 in a DBB Project.
 - 8.3.2 If construction has not reached Substantial Completion after the 60 additional calendar days, the Designer shall thereafter be entitled to Extra Services compensation for providing the services described in Articles 7.10.3 (which are fully defined under Article 7.9.2) and 7.10.4 in a CM at Risk Project or for the services described in Articles 7.9.3 (which are fully defined under Article 7.8.2) and 7.9.4 in a DBB Project. The Designer may also be entitled to Extra Services compensation for tasks performed beyond the added sixty (60) calendar days period for tasks related to Article 7.9.1 (d) through (i) in a CM at Risk Project or 7.8.1(d) through (i) in a DBB Project. In any event, the Designer is required to identify and present the anticipated Extra Services contemplated under Article 8.3.2 in accordance with Article 8.1. In no event shall the Designer be entitled to any additional compensation on account of an extended construction period if and to the extent that a binding agreement or decision that results from a dispute resolution proceeding determines that the Designer's acts or inactions caused the construction period to be extended.
- 8.4 In the event of an emergency the Designer may proceed to perform Extra Services as required to meet the emergency after obtaining the verbal approval of the Owner. The Designer shall provide a written report to the Owner, as soon after the emergency arises as possible, and such report shall describe the emergency and the Extra Services that were performed.
- 8.5 Invoices for Extra Services shall be accompanied by a breakdown listing the name, payroll title, date, number of hours by day, hourly rate and extended amount, per specified task of

Extra Services performed. Hourly rates shall be in accordance with the Hourly Rate Schedule in Attachment A.

ARTICLE 9: REIMBURSABLE EXPENSES

- 9.1 For coordination and responsibility for the services, materials and costs described in 9.1.1 through 9.1.6, the Designer shall be reimbursed its actual costs and those of its Subconsultants, supported by invoices or receipts, plus 10%. The following are reimbursable expenses, when authorized by the Owner:
- 9.1.1 The actual cost to the Designer for Subconsultants and for additional tests under 4.11 provided, however, that reimbursement for such costs shall not be made unless the rates of compensation, the total estimated cost of the services and the scope of work for said services shall have been previously approved in writing by the Owner.
 - 9.1.2 The cost of printing more than nine (9) sets of design submittals for a CM at Risk project, or more than eight (8) sets of design submittals for a project pursuant to G.L.c. 149, or more than two electronic versions thereof per design submission deliverable phase or sub-phase.
 - 9.1.3 The cost of printing the bid documents and the related copying, postage, and handling services during a prequalification or bid period.
 - 9.1.4 The cost of reproducing the mylar reproducible of the construction drawings for use by the General Contractor or CM at Risk in preparing the record drawings.
 - 9.1.5 Out of pocket expenses paid by the Designer such as filing fees, testing, and permit fees if such fees would be normally paid by the Owner.
 - 9.1.6 Renderings, models, mock-ups, photographs and any other presentation materials.
 - 9.1.7 Other expenses deemed necessary or appropriate by the Owner in writing.
- 9.2 Non-Reimbursable Expenses: The Owner shall not reimburse the Designer or its Subconsultants for travel expenses, sustenance, telephone, copying, facsimiles, electronic mails, postage and delivery expenses or cost estimating, unless specifically required elsewhere in this Contract.
- 9.3 The Designer shall not be entitled to compensation under this Article for the services of Subconsultants hired to perform Basic Services under this Contract.

ARTICLE 10: COMPENSATION AND RESPONSIBILITY FOR CHANGE ORDERS

- 10.1 The Designer shall be entitled to Extra Services compensation for preparing Change Orders initiated by the Owner except as provided in Article 10.3.

- 10.2 The Designer shall not be entitled to Extra Services compensation for preparing Change Orders to adjust the scope of construction work which arises from existing conditions for which unit prices have been specified in the Construction Contract Documents.
- 10.3 The Designer shall not be entitled to Extra Services compensation for preparing Change Orders necessary to address errors or omissions by the Designer.
- 10.4 Change Orders for which the Designer is not entitled to compensation are to be referred to as “no fee change orders.”
- 10.5 The fact that the Designer is not entitled to compensation for preparing a Change Order shall not limit any legal remedies which the Owner may have for recovering its additional costs necessitated by the Change Order.

ARTICLE 11: RELEASE AND DISCHARGE

- 11.1 The acceptance by the Designer of the last payment under the provisions of Article 6.5 or Article 12 in the event of termination of the Contract, shall in each instance, operate as and be a release to the Owner and the Authority and their employees and officers, from all claims of the Designer and its Subconsultants for payment for services performed and/or furnished, except for those written claims submitted by the Designer to the Owner with, or prior to, the last invoice.

ARTICLE 12: ASSIGNMENT, SUSPENSION, TERMINATION, NO AWARD

12.1 Assignment:

- 12.1.1 The Designer shall not assign or transfer any part of its services or obligations under this Contract (other than as specified in this Article 12), without the prior written approval of the Owner and the Authority. Likewise, any successor to the Designer must first be approved by the Owner and the Authority before performing any services under this Contract. Such written consent shall not in any way relieve the Designer or its assignee from its responsibilities under this Contract. The Owner shall not assign this Contract without the written consent of the Designer.

12.2 Suspension:

- 12.2.1 The Owner may, at any time, effective upon fifteen (15) business days written notice to the Designer, suspend this Contract. If the Owner provides such written notice, the Designer shall be compensated for Services satisfactorily performed in accordance with the Contract terms prior to the effective date of such suspension; invoices for such Services shall be properly submitted, but may be submitted after the date of such notice up to the effective date of suspension.
- 12.2.2 If a written notice of suspension issued pursuant to sub-paragraph 12.2.1 lasts for more than 90 consecutive calendar days, the Designer may, upon resumption of the Contract, be entitled to additional compensation for actual costs incurred due to such suspension provided that the suspension was not attributable to the Designer's fault.

12.3 Termination:

12.3.1 (a) By written notice to the Designer, the Owner may terminate this Contract effective on five (5) calendar days notice without cause. All compensation and reimbursement due to the Designer in accordance with the Contract terms, for services satisfactorily performed up to the date of termination, including proportionate payment for portions of the services started but incomplete at the time of termination, shall be paid to the Designer, provided no payment shall be made for services not yet performed or for anticipated profit on unperformed services. (b) Owner may terminate this Contract effective on five (5) calendar days notice for cause, and no further payment shall be due to the Designer to the extent the Owner can reasonably identify damages in specific amounts for which the Designer is liable under this Contract; Owner shall pay other amounts otherwise due and owing to the Designer.

12.4 Suspension or Termination by Designer: By written notice to the Owner and the Authority, the Designer may suspend or terminate (at Designer's sole option) this Contract:

12.4.1 if the Owner, within thirty (30) days following written notice from the Designer of any material default by the Owner under the Contract (including failure to pay in accordance with the Contract), shall have failed to cure such default; or

12.4.2 if, after the Designer has performed all services required during any Phase prior to construction and at least three (3) months have elapsed without receipt by the Designer of Approval to proceed with the next Phase of the Project, provided the delay was not the fault of the Designer. This provision shall not apply to a Designer who has received a notice of suspension pursuant to 12.2.

12.4.3 Upon a proper termination by the Designer, the Designer shall be compensated as provided in 12.3.1 above regarding termination without cause.

12.5 No Award of Owner-Contractor Agreement: If the Project is constructed pursuant to M.G.L. c. 149, §§ 44A-44M, the Owner-Contractor Agreement is not awarded by the Owner within one hundred twenty (120) days after the receipt of general bids for the Project and the bids have not been rejected and the Project has not been suspended, the Designer shall be paid through the Bidding Phase as if a contract for construction were awarded according to the payment schedule provided in Attachment A. This Article 12.5 does not apply, however, if the Designer has been directed to perform design revisions pursuant to 4.10.2, for the purposes of bringing the design of the Project within the Project Construction Budget.

ARTICLE 13: NOTICES

13.1 Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person (b) by certified mail, postage prepaid, return receipt requested (c) by facsimile or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

If to _[_____]_;

If to _[_____]_;

If to _[_____]_;

or to such other address as the Owner, Authority and Designer may from time to time specify in writing. Any notice shall be effective only upon delivery, which for any notice given by facsimile shall mean notice that has been received by the party to whom it is sent as evidenced by confirmation slip that bears the time and date of request.

ARTICLE 14: INDEMNIFICATION

14.1 For claims arising out or relating to negligent errors and omissions in the performance of professional services rendered by the Designer, to the fullest extent permitted by law, the Designer shall indemnify and hold harmless the Owner and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner to the extent caused by the negligence of, or the breach of this Contract by, the Designer or a person employed by the Designer, or Subconsultant for whom the Designer is responsible under this Contract.

14.2 For all other claims, to the fullest extent permitted by law, Designer shall defend, indemnify and hold harmless the Owner and the Authority and their officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner or the Authority to the extent they result from the performance of its services provided that such claims, damages, liabilities, injuries, costs, fees, expenses, or losses are attributable to bodily injury or death or injury to or destruction of tangible property and are caused by an act or omission of the Designer or a person or Subconsultant for whom the Designer is responsible under this Contract.

ARTICLE 15: INSURANCE

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

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

15.3 The Designer, and any of its Subconsultants, shall submit to the Owner originals of the required certificates of insurance simultaneously with the execution of this Contract. Certificates of insurance evidencing the coverage required hereunder, together with evidence that all premiums for such insurance have been fully paid, shall be filed with the

Owner and shall be made available to the Authority upon request. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles/self-insured retentions, and policy effective and expiration dates. The Designer shall submit updated certificates to the Owner prior to the expiration of any of the policies referenced in the certificates so that the Owner shall at all times possess certificates indicating current coverage and said certificates shall be made available to the Authority upon request. Failure by the Designer to obtain and maintain the insurance required by this Article, to obtain all policy renewals, or to provide the respective insurance certificates as required shall constitute a material breach of the Contract and shall be just cause for termination of the services of the Designer under this Contract.

- 15.4 Termination, cancellation, or modification or reduction of coverage or limits by endorsement of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to the Owner and the Authority at least thirty days prior to the effective date thereof, which shall be expressed in said notice.
- 15.5 The Designer or its Subconsultant, as the case may be, is responsible for the payment of any and all deductibles under all of the insurance required below. Neither the Owner nor the Authority shall be responsible for the payment of deductibles, self-insured retentions or any portion thereof.

15.6 Workers' Compensation, Commercial General Liability, Automobile Liability, and Valuable Papers

- 15.6.1 The Designer shall purchase and maintain at its own expense during the life of this Contract, or such other time period as provided herein, the following types and amounts of insurance, at a minimum:
- (a) Workers' Compensation Insurance in accordance with General Laws Chapter 152. The policy shall be endorsed to waive the insurer's rights of subrogation against the Owner and the Authority.
 - (b) Commercial General Liability Insurance (including Premises/Operations; Products/Completed Operations; Contractual; Independent Contractors; Broad Form Property Damage; and Personal Injury) with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 aggregate. The Designer shall maintain such insurance in full force and effect for a minimum period of one year after final payment and shall continue to provide evidence of such coverage to the Owner and the Authority. The Owner and the Authority shall be included as an additional insured in this policy. The policy shall be endorsed to waive the insurer's rights of subrogation against the Owner and the Authority.
 - (c) Automobile Liability Insurance (including owned, non-owned and hired vehicles) at limits of not less than \$1,000,000 combined single limit per accident.

- (d) Valuable Papers insurance in an amount sufficient to assure the restoration of any plans, drawings, computations, field notes, or other similar data relating to the work covered by the Agreement between the Owner and the Designer in the event of loss or destruction while in the custody of the Designer until the final fee payment is made or all data is turned over to the Owner, and this coverage shall include coverage for relevant electronic media, including, but not limited to, documents stored in computer-aided design drafting (CADD) systems.

15.7 Professional Liability

- 15.7.1 The Designer shall maintain professional liability insurance covering negligent errors and omissions and negligent acts of the Designer and of any person or entity for whose performance the Designer is legally liable at all times while services are being performed under this Contract and for a period of six years thereafter (as calculated in accordance with the terms below in this 15.7.2). The minimum amount of such insurance shall be \$2,000,000 per claim/\$2,000,000 annual aggregate.
- 15.7.2 If the policy is in a “claims made” format, it shall include a retroactive date that is no later than the effective date of this Contract, and an extended reporting period of at least six years after the earlier of: (1) the date of official acceptance of the completed Project by the Owner; (2) the date of the opening of the Project to public use; (3) the date of the acceptance by the general contractor or the CM at Risk of a final pay estimate prepared by the Owner pursuant to M.G.L. chapter 30; or (4) the date of substantial completion of the Owner-Contractor Agreement or Owner-CM at Risk Agreement and the taking of possession of the Project for occupancy by the Owner, which requirement can be met by providing renewal certificates of professional liability insurance to the Owner as evidence that this coverage is being maintained.

15.8 Subconsultants

- 15.8.1 The Designer shall require by contractual obligation, and shall exercise due diligence to enforce, that any professional engineering or landscape architecture Subconsultant hired in connection with the services to be provided under this Contract shall, unless otherwise agreed in writing by the Owner, obtain and maintain all insurance required by law and as may be required by the Owner under the terms of this Contract, except that the limit of Subconsultant’s professional liability insurance shall be not less than \$2,000,000 per claim/\$2,000,000 annual aggregate.
- 15.8.2 All professional liability policies obtained by Subconsultants shall be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth of Massachusetts with a financial strength rating of “A” or better as assigned by A.M. Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the Owner and the Authority.

15.8.3 If the Subconsultant's insurance policy is in a "claims made" format, it shall include a retroactive date that is no later than the effective date of its contract with the Designer, and an extended reporting period of at least six years after the earlier of: (1) the date of official acceptance of the completed Project by the Owner; (2) the date of the opening of the Project to public use; (3) the date of the acceptance by the General Contractor or CM at Risk of a final pay estimate prepared by the Owner pursuant to M.G.L. chapter 30; or (4) the date of substantial completion of the Owner-General Contractor Agreement or the Owner-CM at Risk Agreement and the taking of possession of the Project for occupancy by the Owner, which requirement can be met by providing renewal certificates of professional liability insurance to the Owner as evidence that this coverage is being maintained.

15.8.4 Other nonprofessional Subconsultants shall be required to maintain insurance in the types and amounts that they routinely carry in the course of their practice.

15.9 Liability of the Designer

Insufficient insurance shall not release the Designer from any liability for breach of its obligations under this Contract. Without limitation, the Designer shall bear the risk of any loss if its valuable papers insurance coverage is insufficient to cover the loss of any work covered by this Contract.

15.10 Asbestos and Hazardous Materials

15.10.1 Unless otherwise provided in the RFS, the Designer shall have no responsibility for the discovery, presence, handling, removal or disposal of or for the exposure of persons to oil or hazardous materials in any form at the Project, including but not limited to asbestos-containing materials or other hazardous materials, as defined in MGL c.21E §2.

15.10.2 In the event that the Designer employs the services of a sub-consultant to provide services related to either the testing for asbestos-containing materials or oil or hazardous materials or related to the specification of methods and procedures for the removal or remediation of such asbestos-containing materials or oil or hazardous materials, the Designer shall employ such Subconsultants who have liability insurance coverage covering such services, to the extent that such insurance coverage is generally available to Subconsultants. Upon the Owner's written request, the Designer shall assign to the Owner the Designer's contractual right to pursue a claim against such Subconsultants. Such services shall be paid for as provided in Article 9 - Reimbursable Expenses unless such services are specifically included as Basic Services in the RFS.

ARTICLE 16: OWNERSHIP OF DOCUMENTS

16.1 Unless provided otherwise by law, ownership and possession of all information, data, reports, studies, designs, drawings, specifications, materials, computer programs, documents, models, inventions, equipment, and any other documentation, product of

tangible materials to the extent authored or prepared, in whole or in part, by the Designer pursuant to this Contract (collectively, the “Materials”), other than the Designer’s administrative communications, records, and files relating to this Contract, shall be the sole property of, and shall vest in, the Owner and the Authority as “works made for hire” or otherwise, provided that the Owner complies with its payment obligations under this Contract. The Owner and the Authority will own the exclusive rights, worldwide and royalty-free, to and in all Materials prepared and produced by the Designer pursuant to this Contract, including, but not limited to, United States and International patents, copyrights, trade secrets, know-how and any other intellectual property rights, and the Owner and the Authority shall have the exclusive, unlimited and unrestricted right, worldwide and royalty-free, to publish, reproduce, distribute, transmit and publicly display all Materials prepared by the Designer. The Owner and the Authority shall provide appropriate credit to the Designer, in terms agreed upon by the Design, in any publicity about or plaque at the Project. The Designer shall have a license to publish and publicly display all Materials prepared by the Designer in its normal marketing and related professional and academic activities. The Designer shall have a license to use the typical or standard details and all other replicable elements of the Materials for this Project on other future projects. At the completion or termination of the Designer's services required pursuant to this Contract, copies of all original Materials shall be promptly turned over to the Owner and the Authority.

- 16.2 The Owner and the Authority agree to waive any and all claims against the Designer and, to the fullest extent permitted by law, to jointly and severally defend, indemnify and hold the Designer harmless from and against any and all claims, losses, liabilities and damages incurred by the Owner or asserted by any other entity or individual arising out of or resulting from any use of the Materials on other projects, modifications of the Materials made by the Owner or others and used on this Project, or any reuse or modification of the Materials or any of Designer’s designs, drawings and specifications. The Authority shall be a party to this Contract solely for the purposes of enforcing its rights and obligations under this Article 16.

ARTICLE 17: STATUTORY REQUIREMENTS

- 17.1 Agent for Service of Process: If the Designer's principal place of business is outside of the Commonwealth of Massachusetts, the Designer shall appoint an agent for the service of process as provided in M.G.L. c.227, §5. The power of attorney reflecting such appointment shall be filed with the Secretary of State as provided in M.G.L. c.227, §5. Copies of the power shall be provided to the Owner. There shall be no lapse in such agency for as long as the Designer may have potential liability.

- 17.2 Truth-in-Negotiations Certificate (M.G.L. c.7C, §51)

- 17.2.1 If the Designer's fee has been negotiated, the Designer must file a truth-in-negotiations certificate prior to execution of this Contract by the Owner. The certificate shall contain the following certifications:

- (a) that wage rates and other costs used to support the Designer's compensation are accurate, complete, and current at the time of contracting; and
- (b) that the Contract price and any additions to the Contract may be adjusted within one year of completion of the Contract to exclude any significant amounts if the Owner determines that the fee was increased by such amounts due to inaccurate, incomplete or noncurrent wage rates or other costs.

17.3 Certification Pursuant to M.G.L. c.7C §51 (d): In accordance with M.G.L. c.7C §51(d), the person signing this contract certifies, as a duly authorized signatory of the Designer, that the Designer has not given, offered or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Contract; no Consultant to or Subconsultant for the Designer has given, offered or agreed to give any gift, contribution or offer of employment to the Designer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Designer or Subconsultant of a contract by the Designer; and no person, corporation or other entity, other than a bona fide full-time employee of the Designer, has been retained or hired by the Designer to solicit for or in any way assist the Designer in obtaining this Contract upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Contract.

17.4 Minority-Owned and Woman-Owned Business Participation: Pursuant to M.G.L. c. 7C, § 6, the Designer shall subcontract a minimum of seventeen and nine-tenths percent (17.9%) of the contract price to minority-owned business enterprises (MBEs) and women-owned business enterprises (WBEs), as certified by the Supplier Diversity Office, formerly the State Office of Minority- and Woman-Owned Business Assistance (SOMWBA), 1 Ashburton Place, 13th Floor, Boston, MA 02108; such percentages shall be based on the listed services defined and required in the RFS . If the Designer is an SDO-certified MBE or WBE the Designer must bring a reasonable amount of participation by a firm or firms that hold the certification which is not held by the prime Designer on the project.

17.4.1 The Designer shall complete and submit at the time of contract execution a completed Participation Schedule which is attached to this contract as Attachment C in order to be in compliance with Article 17.4 above.

17.5 Accounting Requirements: The Designer shall cause to be maintained complete, accurate and detailed records of all time devoted to the Project by the Designer and each Subconsultant employed by the Designer. The Owner, the Authority, and the Commonwealth's Inspector General may at all reasonable times audit such records that directly pertain to this Contract. On a Contract where the Fee for Basic Services exceeds \$100,000 the Designer shall comply with M.G.L. c.30 §39R which requires the Designer to:

17.5.1 Maintain accurate and detailed accounts for a six-year period after the final payment;

17.5.2 File with the Owner annual audited financial statements or statements from their accountants that their reviews are consistent with state laws.

- 17.5.3 File with the Owner a statement of management on internal accounting controls on its letterhead as prescribed in Attachment D and a statement from an independent certified public accountant (CPA) on its letterhead as prescribed in Attachment E to this Contract.
- 17.6 Revenue Enforcement and Protection Program (REAP): Pursuant to M.G.L. c. 62C §49A, the undersigned certifies under the penalties of perjury that to the best of his/her knowledge and belief that the firm and/or individuals in the firm are in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
- 17.7 Interest of Designer: The Designer hereby certifies that it is in compliance with the provisions of M.G.L. c. 268A whenever applicable. The Designer covenants that 1) neither he/she nor any member of the Designer firm presently has any financial interest and shall not acquire any such interest direct or indirect, which would conflict in any manner or degree with the services required to be performed under this Contract or which would violate M.G.L. Chapter 268A, as amended from time-to-time; 2) in the performance of this Contract, no person having any such interest shall be employed by the Designer; and 3) no partner or employee of the Designer firm is related by blood or marriage to any officer, official, or employee of the Owner.
- 17.8 Equal Opportunity: The Designer shall not discriminate in employment against any person on the basis of race, color, religion, national origin, sex, sexual orientation, age, genetics, ancestry, disability, marital status, veteran status, membership in the armed forces, presence of children or political beliefs. Each shall comply with all provisions of Title VII of the Civil Rights Act of 1964 and MGL c.151B.
- 17.9 Certification of Non-Collusion: The signatory certifies under penalties of perjury that the Designer's proposal has been made in and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

ARTICLE 18: MISCELLANEOUS

- 18.1 Governing Law: This Contract shall be governed by the laws of the Commonwealth of Massachusetts.
- 18.2 Venue: Any suit by either party arising under this Contract shall be brought only in the Superior Court in the county where the Project is located. The parties hereto waive any argument that this venue is improper or that the forum is inconvenient.
- 18.3 Non-Waiver: Neither the Owner's review, approval, or acceptance of, nor payment for any of the services furnished under this Contract shall be construed to operate as a waiver of any rights under the Contract or any cause of action arising out of the performance of the Contract.
- 18.4 Entire Agreement: This Contract represents the entire and integrated agreement between the Owner and the Designer and, except as otherwise provided herein, supersedes all

prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written agreement signed by both the Owner and the Designer, and approved by the Authority, which approval shall not unreasonably be delayed, denied, conditioned, or withheld.

- 18.5 Dispute Resolution: If a dispute arises between the parties related to this Contract, the parties agree to use the following procedures to resolve the dispute: (a) Negotiation. A meeting shall be held between representatives of the parties with decision-making authority regarding the dispute to attempt in good faith to negotiate a resolution of the dispute; such meeting shall be held within fourteen calendar days of a party's written request for such a meeting; (b) Mediation. If the parties fail to negotiate a resolution of the dispute, they shall submit the dispute to mediation as a condition precedent to litigation and shall bear equally the costs of the mediation. The parties shall jointly appoint a mutually acceptable mediator; they shall seek assistance from an independent third party in such appointment if they have been unable to agree upon such appointment within 30 days of the meeting just noted in (a) above; (c) Litigation. If the parties fail to resolve the dispute through mediation, then either party may file suit in accordance with Article 18.2; and (d) This Article of dispute resolution provisions shall survive termination of this Contract.
- 18.6 Waiver of Subrogation: (a) To the extent damages are covered by property insurance, the Owner and the Designer waive all rights against each other and against the General Contractor or CM at Risk, Subcontractors, consultants, agents, and employees of the other for damages caused by fire or other causes of loss, except such rights as they may have to the proceeds of such insurance as set forth in the Owner-Contractor Agreement or Owner CM at Risk Agreement. The Owner shall require of the General Contractor or CM at Risk, Subcontractors, Owner's Project Manager, consultants, Subconsultants, and agents and employees, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. (b) Nothing in this Contract shall create a contractual relationship with or create a cause of action in favor of a third party against the Owner or the Designer.

ATTACHMENT A

PAYMENT SCHEDULE

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

Basic Services

Feasibility Study (Preliminary Design Program & Preferred Schematic)..... \$262,788

Preliminary Design Program

- 1.0 Table of Contents
- 2.0 Educational Program
- 3.0 Initial Space Summary
- 4.0 Evaluation of Existing Conditions
- 5.0 Site Development Requirements
- 6.0 Preliminary Evaluation of Alternatives
- 7.0 Local Actions and Approvals
- 8.0 Appendix
- 9.0 Submit Preliminary Design Report to the MSBA

Preferred Schematic Study and Report

- 1.0 Table of Contents
- 2.0 Final Evaluation of Existing Conditions
- 3.0 Final Evaluation of Alternatives
- 4.0 Preferred Solution
- 5.0 Local Actions and Approvals
- 6.0 Submit Preferred Schematic Report to the MSBA

Full Schematic Design Phase \$217,389

- 1.0 Table of Contents
- 2.0 Introduction
- 3.0 Final Design Program
- 4.0 Traffic Analysis
- 5.0 Environmental & Existing Building Assessment
- 6.0 Geotechnical & Geo-environmental Analysis (By Owner)
- 7.0 Utility Analysis & Soils Analysis for On-Site Septic/Sewage Treatment Facilities
- 8.0 Massing Study
- 9.0 Narrative Building Systems Description
- 10.0 LEED-S Documents
- 11.0 Compliance with ADA and MAAB
- 12.0 Anticipated Reimbursement Rate & Incentive Points
- 13.0 Total Project Budget
- 14.0 Designers Construction Cost Estimate
- 15.0 OPM Construction Cost Estimate
- 16.0 Design Work Plan
- 17.0 Project Schedule

- 18.0 Schematic Design Review and Value Engineering Changes
- 19.0 Schematic Design Project Manual
- 20.0 Schematic Design Drawings
- 21.0 Local Actions & Approvals
- 22.0 Schematic Design Module 4 Submittals

Design Development Phase	N/A
Construction Documents Phase.....	N/A
Early Bid Packages	N/A
Bidding Phase.....	N/A
Construction Administration Phase	N/A
Completion Phase	N/A
TOTAL BASIC SERVICES.....	\$480,177

Extra Services

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

Hourly Rates:

PRINCIPAL/MANAGER	\$160.00/hour
PROJECT ARCHITECT	\$135.00/hour
JOB CAPTAIN	\$110.00/hour
TECHNICAL (Entry Level Designer, Senior CAD Drafter, Model Maker)	\$60.00/hour
JUNIOR TECHNICAL (Junior CAD Drafter, Student Intern)	\$45.00/hour
ADMINISTRATIVE	\$40.00/hour
LANDSCAPE ARCHITECT PRINCIPAL	\$160.00/hour
LANDSCAPE ARCHITECT	\$130.00/hour
LANDSCAPE ARCHITECT – DESIGNER	\$90.00/hour

CIVIL ENGINEER PRINCIPAL	\$160.00/hour
SENIOR PROJECT CIVIL ENGINEER	\$130.00/hour
CIVIL ENGINEER	\$85.00/hour
STRUCTURAL ENGINEER PRINCIPAL	\$160.00/hour
STRUCTURAL ENGINEER	\$110.00/hour
HVAC ENGINEER PRINCIPAL	\$160.00/hour
ELECTRICAL ENGINEER PRINCIPAL	\$160.00/hour
PLUMBING ENGINEER PRINCIPAL	\$160.00/hour
SPECIFICATION CONSULTANT	\$105.00/hour
ENERGY MODELING CONSULTANT	\$125.00/hour
GEOTECHNICAL ENGINEER PRINCIPAL	\$160.00/hour
GEOTECHNICAL ENGINEER	\$110.00/hour
TRAFFIC ENGINEER	\$135.00/hour

Extra Services Not Included In Basic Services:

Phase 1: Site Surveyor – Topographical & Boundary Survey (Scope as required to satisfy Schematic Design submittal requirements – Assume 1 site. See Attachment G.)	\$32,500
Phase 1: Preliminary Geotechnical Evaluation of Proposed Site Area (Existing Middle School site at 165 Mill Street site. See Attachment G.)	\$15,000
Phase 1: Hazardous Materials Inspection Services (Scope as required to satisfy Schematic Design submittal requirements.)	\$550
Phase 1: Traffic Study (Existing Middle School site only. See Attachment G.)	\$16,500
Phase 1: Environmental Site Assessment (Existing Middle School site only. See Attachment G.)	\$3,190
Phase 1: Wetland Delineations (See Attachment G.)	\$3,058
Phase 1: Soil Characterization (See attachment G.)	\$6,300
Phase 1: Building Information Modeling (no BIM utilized through Schematic Design)	N/A
Phase 2: Site Surveyor (post-Schematic Design)	TBD
Phase 2: Geotechnical Evaluation (post-Schematic Design)	TBD

Phase 2: Hazardous Materials Investigation (post-Schematic Design)	TBD
Phase 2: Site Permitting and Approvals Planning Board (post-Schematic Design)	TBD
Phase 2: Zoning or Regulatory Variances, Submittals, Approvals (post-Schematic Design)	TBD
Phase 2: FEMA Filings, Modifications, or Approvals (post-Schematic Design)	TBD
Phase 2: Historic Commission Filings, Hearings, or Approvals (post-Schematic Design)	TBD
Phase 2: Environmental Permitting Conservation Commission (post-Schematic Design)	TBD
Phase 2: Wetlands Delineation (post-Schematic Design)	TBD
Phase 2: Soil Characterization (post- Schematic Design)	TBD
Phase 2: On-Site Geotechnical Engineer During Site Excavation/Compaction (Construction phase)	TBD
Phase 2: Hydrant Flow Testing (post-Schematic Design)	TBD
Phase 2: Installation Management of FF&E (post-Schematic Design)	TBD
Phase 2: Design, Specifications, and Procurement of Technology Equipment which is not part of the Building Infrastructure and/or Building Construction Contract Documents	TBD
Phase 2: Hazardous Materials Surveys, Monitoring, Testing and Inspections (Construction phase)	TBD
Phase 2: Building Information Modeling (Post-Schematic Design, if required)	TBD
TOTAL EXTRA SERVICES TO BE ADDED TO BASIC SERVICES	\$77,098
TOTAL BASIC SERVICES + EXTRA SERVICES TO BE ADDED TO BASIC SERVICES	\$557,275

NOTE: The above does NOT include a budget for Reimbursable Expenses related to “Article 9: Reimbursable Expenses” of the Contract For Designer Services. Said budget should be established by the Owner’s Project Manager.

ATTACHMENT B

REQUEST FOR DESIGNER SERVICES (RFS)

REQUEST FOR DESIGNER SERVICES (RFS)

Town of Natick, MA Natick Public Schools

John F. Kennedy Middle School Building Project

January 25, 2017

Invitation: The Town of Natick (“Owner”) is seeking the services of a qualified “Designer” within the meaning of M.G.L. Chapter 7C, Section 44 to provide professional design and construction administration services for the John F. Kennedy Middle School in Natick, Massachusetts. Selection of a Designer will be made by the Designer Selection Panel of the Massachusetts School Building Authority (“MSBA”) in accordance with the MSBA’s Designer Selection Procedures.

The Owner is seeking design services to conduct a Feasibility Study which will include the development and evaluation of potential alternative solutions and continue through the Schematic Design Phase of the preferred alternative initially. Subject to the approval of a Project by the MSBA and further subject to adequate funding authorized by the Owner, the contract between the Owner and the Designer may be amended to include continued designer services through design development, construction contract documents, bidding, award of construction contract(s), construction administration, final closeout and warranty period of the potential Project. A potential approved Project may include a renovation of the existing School, a renovation and addition of the existing School and/or new construction.

The estimated construction budget for a potential Project may range from ***\$70 million to \$80 million*** depending upon the solution that is agreed upon by the Owner and the MSBA and that is ultimately approved by a vote of the MSBA’s Board of Directors. **The Fee for Basic Services will be negotiated but will not exceed \$490,000 for the Feasibility Study & Schematic Design phases. This fee includes the design and consulting services for all of the consultants listed in the “Selection Criteria” section of the RFS and the requirements of the MSBA’s standard Designer contract. This basic services fee shall also include a preliminary traffic study, Phase 1 site assessment and Hazardous material testing of the existing building. This fee excludes the cost of the onsite Geotechnical borings and the Site Survey which will be allowed as a reimbursable.**

Pursuant to M.G.L. Chapter 7C, Section 6, the Designer must agree to contract with minority and women-owned businesses as certified by the Supplier Diversity Office (SDO). The amount of participation that shall be reserved for such enterprises shall not be less than seventeen and nine tenths percent (17.9%) of the contract price for combined minority business enterprises (MBE) and women-owned business enterprises (WBE). Applicants must include a reasonable representation of both MBE and WBE firms that meets or exceeds the combined goal. Proposed MBE/WBE participation plans that include solely MBE or solely WBE participation, or do not include a reasonable amount of participation by both MBE and WBE firms to meet the combined goal, will not be considered responsive. Applications from MBE and WBE firms as prime designers are encouraged. Where the

prime Designer is an SDO certified MBE or WBE, the Designer must bring a reasonable amount of participation by a firm or firms that hold the certification which is not held by the prime Designer on the project.

The minority and women-owned business enterprises must be selected from those categories of work identified in Item F of this RFS or be assigned to tasks required under Basic Services as specifically set forth in the Contract for Designer Services as amended. Applicants are strongly encouraged to utilize multiple disciplines and firms to meet their MBE/WBE goals. Consultants to the prime Designer can team within their disciplines in order to meet the MBE/WBE goals but must state this relationship on the organizational chart (Section 6 of the application form).

For additional information on Designer qualifications see Sections E. and F. in this RFS.

A. Background:

The Town of Natick, incorporated in 1781, is located near the center of the MetroWest region of Massachusetts, with a population of 32,786 at the 2010 census. Only 10 miles west from Boston, Natick is considered part of the Greater Boston area. The town has a total area of 16.1 square miles and has four distinct neighborhoods: Natick Center, East Natick, South Natick and West Natick. A three school master study was conducted by Dore and Whittier Architects, Inc, in May, 2012, including the John F. Kennedy Middle School. The study (attached as an appendix) documented existing conditions and a physical assessment of each building and site, enrollment projections and the impact on future needs and a review of the educational programming needs and deficiencies of each building. The John F. Kennedy Middle School was chosen by the Town of Natick as the school in need of immediate attention. The School is one of two middle schools that serve grades 5-8 for the entire town of Natick. The Wilson Middle School, opened in 2003, has exceeded its capacity and like the John F. Kennedy Middle School, enrollment projections indicate that enrollments at the Wilson will continue to increase before reaching a peak in 2020.

NATICK JOHN F. KENNEDY MIDDLE SCHOOL

John F. Kennedy Middle School is a 100,455 square foot, 2-story concrete framed with brick masonry 1965 vintage building situated on an 11.7-acre parcel. To the west of the John F. Kennedy school is the Brown Elementary School. To the north, east and south there are residential neighborhoods. There are two access drives into the site. On the campus there are playing fields, which include one full sized lacrosse/soccer field. There are wetlands located to the northeast and southwest of the existing building.

B. Project Description, Objectives and Scope of Services

On May 6, 2011, the Owner submitted a Statement of Interest (Attachment A) to the MSBA for the John F. Kennedy Middle School. The MSBA is an independent public authority that administers and funds a program for grants to eligible cities, towns, and regional school districts for school construction and renovation projects. The MSBA's grant program is discretionary, and no city, town, or regional school district has any entitlement to any funds from the MSBA. At the May 26, 2016 Board of Directors meeting, the MSBA voted to issue an invitation to the Owner to conduct a feasibility study for this Statement of Interest to identify and study possible solutions and, through a collaborative

process with the MSBA, reach a mutually-agreed upon solution. The MSBA has not approved a Project and the results of this feasibility study may or may not result in an approved Project.

The School was constructed in 1965 to accommodate 600 students. Since 1965, the educational mandates have required districts to add classroom accommodations for many educational purposes such as special education, reducing the number of general education classrooms available. The existing school is over capacity for general education classrooms too. In 2012 eight modular classrooms were added to keep up with the growing demand in Town. The mutually agreed upon enrollment between the MSBA and the Town of the proposed project at the John F. Kennedy Middle School shall be based on an enrollment of no more than 1,000 students in grades 5-8.

Construction on the current John F. Kennedy Middle School was completed in 1965 and most of the systems within the building are original to construction. The electrical system and technology systems are not adequate to sustain a 21st Century learning environment. The ventilation systems are loud and ineffective. The classrooms are undersized and outdated. The gym is undersized for a school population of this size.

The Feasibility Study shall include a study of all alternatives and contain all information required by 963 CMR 2.10(8) and any other applicable rules, regulations, policies, guidelines and directives of the Authority, including, but not limited to, a final design program, space summary, budget statement for educational objectives, and a proposed total project budget. The Schematic Design shall include, but not be limited to, the information required by the Authority's Feasibility Study Guidelines, including, but not limited to, a site development plan, environmental assessment, geotechnical assessment, geotechnical analysis, code analysis, utility analysis, schematic building floor plans, schematic exterior building elevations, narrative building systems descriptions, NE-CHPS or LEED-S scorecard, outline specifications, cost estimates, project schedule and proposed total project budget.

Project Objectives under consideration by the Owner include:

- Review of the Dore & Whittier Architects, Inc. Three School Master Study Report from May 2012.
- The Feasibility Study should result in the identification of the most educationally and financially sound solution for the Town of Natick;
- To prepare a feasibility study that will evaluate three or more options in which detailed cost estimates can be prepared and presented to the Town; in addition to addition/renovation and new construction on the current middle school site, the Town is interested in studying a campus approach on the site of the existing John F. Kennedy Middle School. Other sites may be identified by the Town.
- Potential construction phasing given an occupied site and possibly occupied building;
- Enhanced security of the building for students, faculty, staff and visitors. The school should be available for community use during non-school hours;
- Identification of community concerns that may impact study options;
- Identification of specific milestone requirements and/or constraints of the District – e.g. Town votes, swing space, occupancy issues;
- Life cycle costs of operating the School as it relates to future operational budgets;
- Northeast Collaborative for High Performance Schools (NE-CHPS) criteria or US Green Building Council's LEED for Schools Rating System (LEED-S);
- Potential use of CM-at-Risk Delivery Method;

- Provide a secure and structurally sound building for the health and safety of the students;
- Educational requirements must be met with maximum application of technology;
- Proven record of creative solutions in response to challenging and constrained project sites; and
- Proven record of creative solutions for maximizing flexibility of key spaces in order to accommodate future growth of enrollment.

C. Scope of Services:

The required scope of services is set forth in the MSBA's standard Contract for Designer Services (Contract), a copy of which is attached hereto and incorporated herein by reference. If the Owner decides to proceed with the Project beyond the Schematic Design Phase and when the project delivery method is decided (Design/Bid/Build or Construction Manager at Risk), the Contract will be amended accordingly. Copies of Designer Services Contract Amendments for Design/Bid/Build and Construction Manager at Risk are also attached hereto and incorporated herein by reference. Unless specifically excluded, the Designer's Basic Services consist of the tasks described in the Contract for Designer Services as amended and this RFS including all investigative work (to the extent provided for in the Contract), feasibility study, schematic design, and, at the Owner's option, design work, preparation of construction documents, bidding period administration, construction administration, and other related work reasonably inferred in the opinion of the Owner and the Authority as being necessary to meet the project's stated scope and goals.

This RFS will be appended to and become part of the Contract for Designer Services. Any Designer selected as a result of this RFS will be required to execute the Contract for Designer Services and applicable amendment that are attached hereto.

Basic Services include, but are not limited to, verification of existing record information including building dimensions, details and general existing conditions, cost estimating, architecture, civil, sanitary, mechanical, electrical, plumbing, fire protection, structural, site planning and landscape architecture, basic environmental permitting, graphics, lighting design, acoustics, data and communication, educational consultants, any specialty consultants for sustainable design (LEED-S/NE-CHPS), kitchen space, code consultants, accessibility, energy evaluations, detailed cost estimates; preparation of construction documents; bidding and administering the Construction Contract Documents and other design and consulting services incidental and required to fulfill the project goals. Please refer to the Contract and amendments for a complete summary of Basic Services.

Extra and reimbursable expenses are defined in Articles 8 and 9 of the Contract in Attachment B.

D. Project Phases and Work Plan:

Work under this RFS is divided into the Project Phases as listed in Article 7 of the Contract as amended and as may be augmented in this RFS. Each Project Phase will consist of one or more required submissions, and may include site visits, meetings with the Owner, Owner's Project Manager, the Authority and others, and other tasks as described.

The estimated total duration of the Contract for Designer Services from Feasibility Study through the approval of Schematic Design, inclusive of review and approval time, is estimated to be **50 weeks** as follows:

Preliminary Program through Final Design Program	34	weeks
Schematic Design Phase	16	weeks

Design Development through 100% CD	<i>TBD</i>	weeks
Bidding	<i>TBD</i>	weeks
Construction Administration Phase	<i>TBD</i>	weeks
Estimated Total Duration (Exclusive of Completion Phase)	<i>TBD</i>	weeks

The durations for the Bidding and Construction Administration Phases are not estimated at this time. Actual durations may vary depending upon the agreed upon solution, the extent of required document revisions, the time required for regulatory approvals, and the construction contractor's performance.

Such variances in estimated time will not, in and of themselves, constitute a justification for an increased Fee for Basic Services, nor are they a substitute for the performance time requirements shown below.

The Designer performance times listed in the table below are requirements, not estimates. The Owner, through the Owner's Project Manager will review each submission and, if acceptable, provide notice to the Designer to proceed to the next phase.

The Designer's adherence to the performance times listed below will be part of the Owner's performance evaluation of the Designer's work, which will be conducted at the end of the Project.

	<u>Within/Weeks</u>	
• Attend a "Kick-Off" meeting	<i>2</i>	Execution of a contract with the Owner
• Preliminary Program	<i>12</i>	Execution of a contract with the Owner
• Development of Alternatives	<i>1</i>	Execution of a contract with the Owner
• Preliminary Evaluation of Alternatives	<i>6</i>	Approval of Alternatives
• Final Evaluation of Alternatives	<i>6</i>	Approval of Preliminary Evaluation
• Recommendation of Preferred Solution	<i>2</i>	Approval of Final Evaluation
• Final Design Program	<i>8</i>	Approval of Preferred Solution
• Schematic Design	<i>16</i>	Approval of the Final Design Program
• Design Development	<i>TBD</i>	Approval of the Schematic Design
• 60% Construction Documents	<i>TBD</i>	Approval of Design Development
• 100% Construction Documents	<i>TBD</i>	Approval of Design Development

E. Minimum qualifications:

Selection will be made by the MSBA Designer Selection Panel in accordance with the Authority's Designer Selection Procedures, attached hereto as Attachment E. The Respondent must certify in its cover letter that it meets the following minimum requirements. Any Respondent that fails to include such certification in its response, demonstrating that these criteria have been met, will be

rejected without further consideration. To be eligible for selection, the Designer must meet all of the following qualifications.

1. Be a qualified Designer within the meaning of M.G.L. Chapter 7C, Section 44, employing a Massachusetts registered Architect responsible for and being in control of the services to be provided pursuant to the Contract.
2. The Massachusetts registered Architect responsible for and in control of the services to be provided has successfully completed the Massachusetts Certified Public Purchasing Official Program seminar “Certification for School Project Designers and Owner’s Project Managers” as administered by the Office of the Inspector General of the Commonwealth of Massachusetts, and must maintain certification by completing the “Recertification for School Project Designers and Owner’s Project Managers” seminar every three years thereafter. Proof of recertification or registration in the next recertification seminar for which space is available must be provided.
3. Pursuant to M.G.L. Chapter 7C, Section 6, the Designer must agree to contract with minority and women-owned businesses as certified by the Supplier Diversity Office (SDO). The amount of participation that shall be reserved for such enterprises shall not be less than seventeen and nine tenths percent (17.9%) of the design contract price for combined minority business enterprises and women-owned business enterprises. Applicants must include a reasonable representation of both MBE and WBE firms that meets or exceeds the combined goal.

F. Selection Criteria:

In evaluating proposals, the Owner and Designer Selection Panel will consider the members of the proposed design team. Identify those member(s) of the proposed design team who will be responsible for the following categories of work: (Firm’s name, individual’s name and professional registration or license number, as applicable, must be listed in the application for each category of work, as well as whether the firm is SDO certified as an MBE and/or WBE).

1. *Architecture*
2. *Environmental Permitting*
3. *Hazardous Materials*
4. *Civil Engineering*
5. *Structural Engineering*
6. *Landscape Architecture*
7. *Fire Protection Engineering*
8. *Plumbing Engineering*
9. *HVAC Engineering*
10. *Electrical Engineering*
11. *Data/Communications Consultant*
12. *Food Service Consultant*
13. *Acoustical Consultant*
14. *Specifications Consultant*
15. *Sustainable/Green Design/Renewable Energy Consultant*
16. *Cost Estimating*
17. *Accessibility Consultant*
18. *Traffic Consultant*
19. *Furniture, Fixtures and Equipment Consultant*
20. *Code Consultant*
21. *Educational Programming Consultant*
22. *Library/Media Consultant*

23. *Theatrical Consultant*
24. *Laboratory Consultant*
25. *Security Consultant*
26. *Geotechnical Engineer*

**** N.B. –**

Applicants must address each category of work listed above in their application whether it is to be performed by in-house staff or by sub-consultant(s).

The members of the team for each of the categories of work listed above must be identified including the firm's name, individual's name and professional registration or license number, as applicable, as well as whether the firm is SDO certified as an MBE and/or WBE.

Failure to address each category may result in the elimination of the applicant from consideration on this project.

Applicants should not list any consultants other than those for the categories of work listed above.

The minority and women-owned business enterprises must be selected to perform services addressing the categories of work listed above or be assigned to tasks required under Basic Services as specifically set forth in the Contract for Designer Services as amended.

Consultants other than those proposed for the categories of work listed above or required to perform Basic Services may not be used for purposes of meeting M/WBE requirements. Applicants are strongly encouraged to utilize multiple disciplines and firms to meet their MBE/WBE goals. Consultants to the prime Designer can team within their disciplines in order to meet the MBE/WBE goals but must state this relationship on the organizational chart (Section 6 of the application form).

The Owner and Designer Selection Panel will consider the following additional criteria in evaluating proposals:

1. Prior similar experience best illustrating current qualifications for the specific project.
2. Past performance of the firm, if any with regard to public, private, DOE-funded, and MSBA funded projects across the Commonwealth, with respect to:
 - a. Quality of project design.
 - b. Quality, clarity, completeness and accuracy of plans and contract documents.
 - c. Ability to meet established program requirements within allotted budget.
 - d. Ability to meet schedules including submission of design and contract documents, processing of shop drawings, contractor requisitions and change orders.
 - e. Coordination and management of consultants.
 - f. Working relationship with contractors, subcontractors, local awarding authority and MSBA staff and local officials.
3. Current workload and ability to undertake the contract based on the number and scope of projects for which the firm is currently under contract.
4. The identity and qualifications of the consultants who will work on the project.
5. The financial stability of the firm.
6. The qualifications of the personnel to be assigned to the project.
7. Geographical proximity of the firm to the project site or willingness of the firm to make site visits and attend local meetings as required by the client.
8. Additional criteria that the MSBA Designer Selection Panel considers relevant to the project.

G. Proposal Requirements

Persons or firms interested in applying must meet the following requirements:

1. **Applicants must have an up-to-date Master File Brochure on file at the Massachusetts School Building Authority.**
2. Applications shall be on “[Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction \(Updated July 2016\)](#)” as developed by the Designer Selection Board of the Commonwealth of Massachusetts. **Applications (one original, twenty (20) hard copies, and two (2) digital copies in PDF format on separate compact disks) must be received on or before 11:00 am on Wednesday, February 15, 2017.** Applications should be printed double-side and bound in such a manner that the pages lie and remain flat when opened. The specific organization and orientation of the proposal is at the applicant’s discretion, but it is recommended that the proposal be laid out in such a manner that the reader doesn’t need to be constantly rotating the proposal. Applications should not be provided with acetate covers.
3. Applications must be accompanied by a concise cover letter that is a maximum of two pages in length. A copy of the cover letter should be attached to each copy of the application. The cover letter must include the certifications as noted in Section E of this RFS. (A copy of the MCPPO certification must be attached to the cover letter as well as any SDO letters.)
4. Applicants may supplement this proposal with graphic materials and photographs that best demonstrate design capabilities of the team proposed for this project **subject to the page limitations as set forth in the Standard Designer Application Form.**
5. Proposals shall be addressed to:

Peter Gray, School Procurement Officer
Natick Public Schools
13 East Central Street
Natick, MA 01760
(T) 508-647-6491
(F) 508-647-6506
Email: pgray@natickps.org

6. Proposals must be clearly identified by marking the package or envelope with the following:

Natick John F. Kennedy Middle School
“Name of Applicant”

7. All questions regarding this RFS should be addressed exclusively in writing or email **by a deadline of Thursday, February 9, 2017 at 5pm:**

Antonio “Tony” Pina, Project Manager
Compass Project Management, Inc.
266 Main St., Suite 31A
Medfield, MA 02052
apina@compasspminc.com

H. Pre-Proposal Meeting

It is strongly recommended that potential applicants attend a briefing session at John F. Kennedy Middle School, 165 Mill Street scheduled for Wednesday, **February 1, 2017 at 4:00 pm.**

I. Withdrawal

Applicants may withdraw an application as long as the written request to withdraw is received by the Owner prior to the time and date of the proposal opening.

J. Public Record

All responses and information submitted in response to this RFS are subject to the Massachusetts Public Records Law, M.G.L. c. 66, § 10 and c. 4, § 7(26). Any statements in submitted responses that are inconsistent with the provisions of these statutes shall be disregarded.

K. Waiver/Cure of Minor Informalities, Errors and Omissions

The Owner reserves the right to waive or permit cure of minor informalities, errors or omissions prior to the selection of a Respondent, and to conduct discussions with any qualified Respondents and to take any other measures with respect to this RFS in any manner necessary to serve the best interest of the Owner and its beneficiaries.

L. Rejection of Responses, Modification of RFS

The Owner reserves the right to reject any and all responses if the Owner determines, within its own discretion, that it is in the Owner's best interests to do so. This RFS does not commit the Owner to select any Respondent, award any contract, pay any costs in preparing a response, or procure a contract for any services. The Owner also reserves the right to cancel or modify this RFS in part or in its entirety, or to change the RFS guidelines. A Respondent may not alter the RFS or its components.

ATTACHMENTS:

Attachment A: Statement of Interest (Enclosed)

Attachment B: Contract for Designer Services - Base Contract for Design Bid Build or CM-at-Risk Project

(http://www.massschoolbuildings.org/sites/default/files/edit-contentfile/Guidelines_Forms/Contracts_Forms/Base%20Contract%20v_02_25.pdf)

Designer Services Contract Amendment for Design/Bid/Build

(http://www.massschoolbuildings.org/sites/default/files/edit-contentfile/Guidelines_Forms/Contracts_Forms/DBB%20v_02_25.pdf)

Designer Services Contract Amendment for CM-at-Risk

(http://www.massschoolbuildings.org/sites/default/files/edit-contentfile/Guidelines_Forms/Contracts_Forms/CM-R%20v_02_25.pdf)

Attachment C: Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated July 2016)

(<http://www.mass.gov/anf/property-mgmt-and-construction/design-and-construction-of-public-bldgs/designer-selection-process/designer-selection-proc-and-evals-for-municipalities/procedures-and-apps-for-municipalities.html>)

Attachment D: Required Certifications (Enclosed)

1)Conflict of Interest; 2)Acknowledgement of Addenda; 3) Affidavit of Non-Collusion; 4)State and Local Requirements; and 5)Certificate of Authority

Attachment E: [MSBA's Designer Selection Panel's Procedures](#)

Attachment F. Natick Public Schools 2012 Master Plan Facility Study can be found at this link:
[Master Plan Report](#)

End of Request for Designer Services

ATTACHMENT C

PARTICIPATION SCHEDULE FOR DESIGNER CONTRACTS BY SOMWBA CERTIFIED MINORITY/WOMEN BUSINESS ENTERPRISES

This form shall be submitted to the Owner by the Designer upon execution of the Contract for Designer Services attached hereto.

Owner: Town of Natick

Project No: _____

<u>Name of Company</u>	<u>Description of Work</u>	<u>M/WBE</u>	<u>Dollar Value Participation</u>
1. <u>Engineers Design Group, Inc.</u>	<u>Structural Engineering</u>	<u>MBE</u>	<u>\$29,380.00</u>
2. <u>Integrated Contract Design, Inc.</u>	<u>Library/Media; FF&E Consultant</u>	<u>WBE</u>	<u>\$8,500.00</u>
3. <u>Andelman & Lelek Engineering, Inc.</u>	<u>Sustainable / Green Design / Renewable Energy Consultant</u>	<u>WBE</u>	<u>Post-Schematic</u>
4. <u>Birchwood Design Group</u>	<u>Landscape Architecture</u>	<u>WBE</u>	<u>\$16,620.00</u>
5. <u>Lahlaf Geotechnical Consulting, Inc.</u>	<u>Geotechnical Engineering</u>	<u>MBE</u>	<u>\$15,000.00</u>
6. <u>Welch Associates Land Surveyors, Inc.</u>	<u>Site Surveying</u>	<u>WBE</u>	<u>\$32,500.00</u>
7. <u>FS Engineers, Inc.</u>	<u>Soil Characterization</u>	<u>MBE</u>	<u>\$6,300.00</u>

Dollar Value of MBE Commitment: \$ 50,680.00

Dollar Value of WBE Commitment: \$ 57,620.00

Total Dollar Value Commitment: \$ 108,300.00

Original Fee for Basic Services Amount \$ 557,275.00


DESIGNER CERTIFICATION

The undersigned certifies under the penalties of perjury that (1) it intends to subcontract with the above listed firms for the identified work and dollar amounts and (2) certifies that he/she has read the terms and conditions of the Designer Contract with regards to MBE/WBE participation and is authorized to bind the Designer to the commitment set forth above.

Date 4-10-17

L. Scott Dunlap / Ai3 Architects, LLC

Name of Architect/Engineer


Authorized Signature

526 Boston Post Road

Address

Wayland, MA 01778

City, State, & Zip Code



ATTACHMENT D

**M.G.L. c.30 §39R - INTERNAL ACCOUNTING CONTROLS
APPLIES TO CONTRACTS OF \$100,000 OR MORE**

April 3, 2017

The Town of Natick ("Owner")
c/o Antonio Pina, AIA, Project Manager
COMPASS Project Management, Inc.
266 Main Street
Suite 31A
Medfield, MA 02052

RE: Kennedy Middle School – Natick, MA

To Whom It May Concern:

This Statement of Internal Accounting Controls is being submitted in accordance with Article 17.5.3 of the Contract for Design Services for the above captioned project. Please be advised that our firm, the Designer under the Contract, has a system of internal accounting controls which assures that:

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'L. Scott Dunlap', is written over a blue circular stamp.

L. Scott Dunlap, AIA, LEED AP, Partner
Ai3 Architects LLC



ATTACHMENT E

INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT (CPA) STATEMENT



Feeley & Driscoll, P.C.
Certified Public Accountants / Business Consultants

March 8, 2016

L. Scott Dunlap, AIA, Principal
Ai3 Architects, LLC
526 Boston Post Road
Wayland, MA 01778

Dear Scott:

Please be advised that we have examined the Statement of Management on Internal Accounting Controls prepared by Ai3 Architects, LLC. This statement is required under M.G.L. c.30 paragraph 39R.

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

Sincerely,
FEELEY & DRISCOLL, P.C.

A handwritten signature in black ink, reading 'Jacqueline M. Weir'. The signature is fluid and cursive, with a large initial 'J'.

Jacqueline M. Weir

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. _____

WHEREAS, the _____ (“Owner”) and _____, (the “Designer”) (collectively, the “Parties”) entered into a Contract for Designer Services for the _____ project on _____ “Contract”; and

WHEREAS, effective as of _____, the Parties wish to amend the Contract:

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

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

Fee for Basic Services	Original Contract	Previous Amendments	Amount of This Amendment	After This Amendment
Feasibility Study Phase	_____	_____	_____	_____
Schematic Design Phase	_____	_____	_____	_____
Design Development Phase	_____	_____	_____	_____
Construction Doc Phase	_____	_____	_____	_____
Bidding Phase	_____	_____	_____	_____
Construction Phase	_____	_____	_____	_____
Completion Phase	_____	_____	_____	_____
Site & Environmental	_____	_____	_____	_____
Total Fee	_____	_____	_____	_____

3. The Construction Budget shall be as follows:

Original Budget: \$ _____

Amended Budget: \$ _____

4. The Project Schedule shall be as follows:

Original Schedule: \$ _____

Amended Schedule \$ _____

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

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

OWNER

(print name)

(print title)

By _____
(signature)

Date _____

DESIGNER

(print name)

(print title)

By _____
(signature)

Date _____

ATTACHMENT G

EXTRA SERVICES SCOPE OF SERVICES

PHASE 1: SITE SURVEYOR – TOPOGRAPHICAL & BOUNDARY SURVEY - SCOPE OF SERVICES:

Scope of Services:

In order to limit the proposed survey services required during the Feasibility and Schematic phases of the project, the required topographical and boundary survey services are being delivered in two phases, with only the minimal requirements for feasibility and schematic design being completed as part of Phase 1. It is anticipated that Phase 2 topographical and boundary services will be completed subsequent to Phase 1 and prior to the completion of design development or construction document activities, as the Phase 1 survey will not include sufficient information and accuracy for final permitting and construction. Phase 1 services will include the use of aerial imaging and will include very limited on-ground survey work with regard to the aerial ground control, property boundary and wetlands only. Phase 1 services will not include detailed utility survey work or deed research.

Limit of Survey/Final Product of Phase 1:

The limit of survey shall be as defined by the five (5) parcel boundaries of 96, 104, 110, and the southern section of parcel 108 (to determine site access from Mills Street) as identified on the map entitled "Kennedy Middle School MassGIS Wetlands" prepared by Welch Surveyors. The area identified by these parcels (including Mill Street, Hartford Street and 20' beyond the property lines) is approximately 40 acres and includes the existing Brown Elementary School parcel and the school's connection with Hartford Street. The proposed services for the Phase 1 Survey will be based solely upon aerial reconnaissance imagery with 1'-0" contours. The survey will include the following:

- 1"=20'-0" scale drawing
- Property lines with bearings and distances (approximately determined)
- Boundaries of existing buildings and structures (roof lines from aerial mapping) currently on the parcels identified above.
- Site Access at Mill Street (from aerial mapping)
- Site access at Hartford Street at Lot 104
- Existing paved areas and parking
- Existing topo (1'-0" Intervals)
- Existing Utility Locations from Town of Natick records (provided by Pare)
- Identify existence of any easements (per current property deeds)
- Wetland Flagging Survey (flagging to be done by PARE Corp.)
- Aquifer recharge/protection zone from Town of Natick records (provided by Pare)

Ground surveying methodology will be utilized to obtain and map wetland flagging delineated by the project's Civil Engineer.

Information to be provided by the Owner prior to project start-up:

- Current deeds for the property
- Any available site plans and utility plans

The Phase 1 Site Survey final product shall be a certified PDF and CAD file provided via email.

Phase 2 Land Survey will include the following:

To perform a Complete Topographic/Utility/Boundary Survey of the Kennedy Middle School project site, located at 165 Mill Street, Natick, MA 10760.

- Verification of aerial imaging performed in Phase 1 with on-ground surveying methodology.
- Utility Survey to include inverts and complete utility research of municipal and private utilities. Utility sizes will be based on available record information or on field measurements available on the ground or in surface structures.
- Deed research associated with the abutting parcels of the project boundary
- Elevations shall be on the required datum.
- All work shall be performed in conformance with CMR 250, Section 6 – Procedural and Technical Standards for the Practice of Land Surveying.

PHASE 1: PRELIMINARY GEOTECHNICAL EVALUATION OF PROPOSED SITE AREA - SCOPE OF SERVICES:

Purpose:

The purpose of these geotechnical services is to perform preliminary subsurface explorations at the existing Kennedy Middle School, located at 165 Mill Street, Natick, MA, including soil borings, and to provide preliminary foundation design and construction recommendations for use in the schematic design phase of the project. These services will be provided by LAHLAF GEOTECHNICAL CONSULTING, INC. (LGCI) working as an engineering consultant to the Designer, Ai3 Architects LLC. The large size of the site, current unknown location of the proposed construction, and known complexity of the subsurface conditions on the proposed site may result in the need to complete additional preliminary explorations which are beyond the scope identified herein. If required, these additional preliminary explorations will result in additional costs. All parties also acknowledge and understand that these services are for preliminary explorations and that additional explorations will be performed during the post-schematic design phase once the building footprint, proposed school layout, and proposed grading information is more clearly defined.

Site and Project Description:

The Kennedy Middle School is located at 165 Mill Street, Natick, Massachusetts. The site is currently occupied by the two-story 93,370sf existing middle school complex, paved driveways, parking lots, and athletic fields.

The project is commencing the feasibility and schematic phase. At this time, details about the location and size of any proposed building, number of stories, and column layout and loads are not available.

Proposed Scope of Services:

1. Stake Locations of Explorations - We will mark the boring locations in the field and we will contact the utility clearance agency (Dig Safe Systems, Inc.) and the Town of Natick to assist the owner in locating underground utilities at the site. The borings will be marked by taping distances from the existing building corners. We have assumed that a plan showing the existing utilities at the site will be made available to us before we mark the exploration locations. We request that a representative of the school observe our marked boring locations to clear them for private utilities. LGCI will not assume responsibility for damage to unmarked or mismarked underground features.
2. Soil Borings - We will engage a drilling subcontractor for five days. We anticipate that in three days, the drilling subcontractor will complete approximately twelve (12) borings. Fewer borings will be completed if the borings require rock coring. The borings will be advanced to depths ranging between 15 and 20 feet or to refusal, whichever occurs first. If refusal is encountered at depths shallower than 10 feet, a 5-foot rock core will be obtained in up to three (5) borings (one each).

We anticipate that the drilling will require an ATV drill rig for borings in the grass and a truck mounted rig in paved areas. The drilling subcontractor will perform standard penetration tests (SPT) at 5-foot intervals and at perceived strata changes, and will obtain split-spoon samples continuously in the top 10 feet or to the bottom of the fill, whichever is deeper in at least one boring.

Portions of the project site are known to contain subsurface ledge, which is shallow and can be found just below the surface. In the event that the proposed project construction area does include these conditions, the number of proposed borings contained herein may be reduced and substituted with a larger quantity of test pits. Such substitution shall be reviewed and approved by the Designer, Owner, and the Owner's Project Manager.

We have assumed there is no knowledge of contamination or other environmental condition at the site. If we observe an environmental condition in our borings, we will halt the drilling and we will notify you. The boreholes will be backfilled with the drill cuttings. The ground surface in paved areas will be restored using asphalt cold patch. Excess soil cuttings will be left onsite.

3. Groundwater Observation Wells - Our drilling subcontractor will install two (2) groundwater observation wells. The well will be completed with a roadway box flush with the ground surface.

Our subcontractors will exercise care to reduce the potential for disturbance to the existing fields while moving between explorations. However, minor ruts will be visible along the travel path of the drill rig and the excavator. Our scope does not include repairing ruts and disturbance caused by the normal operations of the drill rig and the excavator.

4. Geotechnical Field Engineer - We will provide a field engineer at the site to coordinate and observe the borings, collect soil samples, and prepare field logs, including soil descriptions and groundwater observations.

5. Laboratory Testing - We will perform three (3) grain-size analyses on samples obtained from the borings and test pits. The purpose of these tests is to assess the suitability of the onsite soils, including the existing fill, for reuse as backfill.

6. Preliminary Geotechnical Report - We will prepare and submit our preliminary geotechnical report electronically. The report will include:

- Summary of the subsurface investigation methods used;
- Description of the subsurface conditions;
- LGCI's boring logs will include approximate ground surface elevations interpolated from a grading plan that will be provided to us by you;
- Plan showing approximate boring locations;
- Depth to refusal, if encountered;
- Groundwater data, including at least two (2) readings from the groundwater observation well;
- Laboratory test results;

- Feasibility of shallow foundations and alternate foundation types, if needed;
- Minimum soil cover for frost protection of footings;
- Estimated total and differential settlement;
- Seismic design recommendations in accordance with the Massachusetts State Building Code, Eighth Edition;
- Recommendations for lateral earth pressures for retaining wall design, if applicable;
- Preliminary recommendations for subgrade preparation and backfill including removal of unsuitable soils, compaction requirements; and
- Construction consideration, including the suitability of reusing onsite materials as backfill, and dewatering, if needed.

Our final geotechnical report will be submitted after the additional design phase borings and test pits are completed.

LGCI's scope of services does not include an environmental assessment for the presence or absence of wetlands or analytical testing for hazardous or toxic materials in the soil, surface water, groundwater, or air, on or below or around this site, or mold in the soil or in any structure at the site. Any statements regarding odors, colors, or unusual or suspicious items or conditions are strictly for the information of the client.

Please note that these services are for preliminary investigations and do not include preparing construction specifications, performing contract document review, or providing construction services. These services would be part of post-schematic design Extra Services.

Recommendations for unsupported slopes, stormwater management, erosion control, pavement design, and detailed cost or quantity estimates are not included in this scope.

Proposed Schedule:

The schedule for subsurface explorations will be coordinated with the Designer, Owner, and Owner's Project Manager to achieve minimal disruption to the Owner's ongoing use of the site while simultaneously obtaining the necessary data as part of the established project schedule and required submittals.

This scope is also based on the following assumptions:

- Only one mobilization of the drilling and excavation equipment is required for this scope.
- The project is subject to the prevailing wage requirement.
- LGCI will coordinate access to the site with the Owner and the Owner's Project Manager. It is assumed that explorations will be performed for full 8-hour shifts during normal working hours.
- Work on weekends and holidays, if required, is not included herein and would result in an additional cost.
- If needed, a source of water is made available to our drillers during the field work.

PHASE 1: HAZARDOUS MATERIALS INSPECTION SERVICES - SCOPE OF SERVICES:

Services will be provided by Massachusetts licensed asbestos inspectors. Services will be completed for the building located at 165 Mill Street, Natick, MA, known as the Kennedy Middle School. The Phase 1 scope of work will include additional bulk sample collection, and additionally provide air sampling for Mold and Radon as required by the MSBA. Phase 1 will also include sampling of floor products for the presence of Mercury.

- A. Inspection for Asbestos Containing Materials (ACM) - Conduct a determination inspection of the School. Inspection in accordance with Environmental Protection Agency (EPA) NESHAP regulations must be performed during the design phase. This additional testing will supplement the information provided in the "Hazardous Materials Identification Study at the Johnson, Memorial, and Kennedy Schools in Natick, MA." The aforementioned report was prepared by Universal Environmental Consultants and dated April 17, 2012. The report included very limited lab analysis and sampling of materials.
- B. Bulk Samples Collection - Collect bulk samples from suspect materials and analyze these samples for asbestos by Polarized Light Microscopy (PLM) using the Point Count Method (if needed). Bulk samples will be collected and analyzed from the following materials suspected to contain asbestos:
 - Floor Tile and Mastic
 - Ceiling Tile
 - Window Putty
 - Door Putty
 - Transite Board
 - Vapor Barriers
 - Science Lab Tables
 - Unit Vent Grilles Sealant
 - Glue on Ceiling Tile
 - Stage Curtain
 - Soffit Panels
 - Skim Coat
 - Thermal Insulation
 - Ceiling/Wall Plaster
 - Fire-proofing
 - Paper under Hardwood
- C. Inspection for Polychlorinated Biphenyls (PCB's) - Perform a visual inspection of the light fixtures for the presence of PCB's in ballasts and mercury in tubes. No testing will be performed.
- D. Testing for mercury in rubber flooring (if required) - Collect two (2) bulk samples from rubber flooring and analyze for mercury. If mercury was found additional sampling of

the slab will be required to be performed during the design phase.

- E. Prepare a Final Report - Prepare a final report with samples results, locations and quantities of ACM and other hazardous materials and cost estimates for remediation as required by the MSBA.

Phase 2 Hazardous Materials Inspection Services will include the following:

Destructive testing to determine the presence of Asbestos Containing Materials. Inspection will be performed in accordance with Environmental Protection Agency (EPA) NESHAP regulations. Bulk samples from suspect materials will be analyzed for asbestos by Polarized Light Microscopy (PLM) using the Point Count Method (if needed) for the following areas:

- Roofing materials, inclusive of insulation, mastics, adhesives, membranes, and underlayment boards
- Damp proofing mastics/materials at foundation walls below grade
- Damp proofing mastics/materials behind the exterior brick veneer

PHASE 1: TRAFFIC STUDY - SCOPE OF SERVICES:

Pare Corporation (Pare), as a consulting engineer to the Designer, Ai3 Architects LLC, will provide traffic engineering services required to prepare a traffic impact assessment on the surrounding streets and intersections due to the proposed renovation, reconfiguration, or replacement of the Kennedy Middle School located at 165 Mill Street, Natick, Massachusetts.

1. **Coordination/Meetings:** Coordination with the Owner will be conducted to discuss issues and/or questions related to the project. In addition, it is anticipated that Pare will attend one coordination meeting with the project team to discuss the report findings prior to finalizing the report. As part of this proposal, it is anticipated that Pare's traffic engineer will attend one public meeting with the Public Safety Committee, the Planning Board and/or the Zoning Board.
2. **Data Collection and Review:** Accident data for the roads and intersections in the vicinity of the site will be obtained from the Town of Natick Police Department and the MassDOT Crash Data database. A field review of the area surrounding the site will be performed to investigate traffic patterns and roadway/intersection geometrics. Pertinent field information to be obtained during the field review includes existing stopping sight distances, posted speed limits, pavement widths, traffic control devices, and utility locations.

Spot speed studies will be performed on surrounding streets in the vicinity of the proposed and existing site entrances when school is dismissed to determine the 85th percentile speeds.

Manual turning movement counts will be performed for a typical weekday between the morning peak hour of 7:00 a.m. and 9:00 a.m. and the afternoon peak hour of 2:00 p.m. and 6:00 p.m. The counts will be performed at the following intersections:

- Mill Street /Hartford Street
- Phillip Lucier Drive/Mill Street
- West Central Street/Mill Street

Automatic traffic recorder counts (ATR) will be counted over a 48-hour period on Mill Street in the vicinity of the Kennedy Middle School. All counts are to be performed by an outside subconsultant.

Pare will coordinate with the Town of Natick Planning Department to discuss other future development in the project area.

Bus information will be obtained from the Town of Natick School Department and the Massachusetts Bay Transportation Authority.

Traffic signal plans will be obtained from the Town of Natick Public Works Department and/or MassDOT.

3. **Traffic Safety Analysis:** The geometric configuration of the streets and intersections in the study area including the proposed site entrances will be analyzed with regard to safe intersection and stopping sight distance. Based upon principles presented in A Policy on Geometric Design of Highways and Streets 2011 of the American Association of State Highway and Transportation Officials (AASHTO) and upon observed vehicle speeds, the adequacy of the existing sight distances will be discussed.
4. **Trip Generation and Trip Distribution:** Projected traffic for the proposed development will be calculated based upon data obtained from Ai3 or the Trip Generation, 9th Ed. of the Institute of Transportation Engineers (ITE) and then added to the peak hour traffic volumes to yield total projected traffic. The traffic volumes will be adjusted, if necessary, based on annual growth factors and seasonal factors.
5. **Traffic Circulation:** Pare's traffic engineers will review the traffic circulation at the site including the bus and parent drop-off and pick-up, the parking availability and needs and the overall vehicular and pedestrian circulation.
6. **Traffic Capacity Analysis:** Traffic capacities and levels of service for the surrounding intersections will be determined. Pare will analyze intersection capacity based on existing traffic volumes and future no-build (design year 2024) and build conditions (design year 2024) with the proposed development. The analyses will be completed using accepted traffic engineering procedures as presented in the 2010 Highway Capacity Manual of the Transportation Research Board. The analysis will be conducted for three peak conditions (the morning peak hour, the peak hour when school is dismissed, the typical afternoon peak hour) using the latest version of the Synchro Software. Analysis for any proposed mitigation, if deemed necessary, will also be performed. The design for any potential mitigation is not included and if deemed necessary will be performed under a supplemental agreement.
7. **Report:** An 8-1/2" x 11" typewritten letter report will be prepared describing the data collection process, the traffic access to/from the site, the on-site circulation and the traffic safety and traffic capacity analyses. Conclusions based upon these analyses will be drawn and recommendations for mitigation of the impact of the projected traffic will be made.

Outside Services:

Transportation Data Corporation will perform the turning movement counts and the 48- hour automatic traffic recorder (tube) counts.

The Town of Natick Police Department will be requested to provide accident data.

PHASE 1: ENVIRONMENTAL SITE ASSESSMENT - SCOPE OF SERVICES:

Basic Services to be completed at existing Kennedy Middle School site, 165 Mill Street:

As a consulting engineer to the Designer, Ai3 Architects LLC, Pare Corporation (Pare) will conduct a Phase I ESA in general conformance with the American Society for Testing and Materials (ASTM) Document E 1527 – Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, as amended. The purpose of the Phase I ESAs will be to evaluate the site with respect to the potential presence of “Recognized Environmental Conditions”. Per the ASTM Document E 1527, “Recognized Environmental Conditions” shall mean the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment.

Specific elements of the Phase I ESAs will include:

- Site Reconnaissance – Pare will visually evaluate readily accessible portions of the sites for surficial indications of Recognized Environmental Conditions and identify general uses of abutting parcels.
- Records Review – Review historical (e.g., Sanborn fire insurance maps, city directories, historical topographic maps, aerial photographs) and regulatory records as appropriate and as readily available from State, Federal and local agencies and/or other sources concerning the sites and nearby properties, in an attempt to ascertain information concerning past and present uses or practices that may reflect Recognized Environmental Conditions. We will request and review readily available files from the MA DEP for the site and for selected properties and/or areas of concern identified in the data research company report (refer to *Outside Services* below) that may impact the sites with respect to Recognized Environmental Conditions. Selection of properties and/or areas of concern for additional review at the MA DEP shall be based upon our professional judgment as to potential impacts to the sites.
- Interviews/Inquiries – Pare will interview readily available persons associated with past and current ownership of the sites relative to the history and use of the sites, and any known Recognized Environmental Conditions associated with the sites.
- Interview of Local Government Officials – Pare will collect information from, and conduct interviews of, readily available local regulatory and licensing agency officials regarding the sites, as required by the ASTM E 1527-13 document.
- Reporting – Pare shall prepare and submit to Ai3 two (2) Phase I ESA reports. The Phase I ESA reports will detail the scope of work provided, our findings, and conclusions, as well as a recommendation regarding further investigation, if warranted. Pare will provide Ai3 with three (3) copies of the report.

Outside Services:

A data research company will be used as the starting point for the Phase I ESA records review. Environmental Data Resources, Inc. (EDR) will be utilized as the data research company for the

project.

The data research company will be requested to review regulatory and historical information for the site, and for surrounding properties in accordance with the minimum search distances specified in the ASTM E 1527-13 document.

Services Provided by the Owner or Ai3:

The Owner or Ai3 shall provide Pare with, or coordinate, access to the sites to conduct the Site Reconnaissance. Facility personnel, or a person(s) knowledgeable about the site, shall be present during the Site Reconnaissance to provide us with site-specific information, to complete an environmental questionnaire, and to provide us access to the sites' building interior. Ai3 or the Owner shall provide us with all available records pertaining to Recognized Environmental Conditions at the sites.

Note: In the event that the results of the Phase 1 Environmental Assessment dictate a need to complete further investigations, including the need for a Phase 2 Environmental Assessment, such costs are not included herein and would require a review of the required scope of additional services and an amendment to the Designer Services Contract. Such additional services for a standard Phase 2 Environmental Assessment, if required, are anticipated to be in the range of \$20,000 to \$25,000 and will not be completed unless required and approved as an additional service by the Owner.

PHASE 1: WETLAND DELINEATIONS - SCOPE OF SERVICES:

As a consulting engineer to the Designer, Ai3 Architects LLC, Pare Corporation (Pare) will provide services for wetland delineations at the 4 Town-owned parcels that comprise the J.F. Kennedy Middle School and Brown Elementary School sites in Natick (AP 32 Lot 13, 46, 47A, and 48). Pare will review available mapping and GIS data and will perform a field review to identify and delineate regulated wetland resources on or affecting these sites. The delineations will be performed in accordance with current Massachusetts DEP wetland and/or bank delineation criteria by placing consecutively numbered field flags at appropriate intervals along the wetland edge. During the delineation, soil and vegetation data will be collected for use in preparing Wetland Delineation Data Forms. Preparation of the delineation data forms is not included in this scope of services; that and any other additional work (e.g. delineation report, permitting assistance) will be performed as part of the next phase or under supplemental agreement. Survey work associated with the wetland flagging performed by Pare Corporation will be performed under the Survey Scope of Work and not by Pare Corporation.

PHASE 1: SOIL CHARACTERIZATION - SCOPE OF SERVICES:

As a consulting engineer to the Designer, Ai3 Architects LLC, FS Engineers, Inc. will conduct Soil Characterization services with respect to soil disposal characterization.

Specific elements of the Phase I Soil Characterization will include:

- Review the geotechnical report provided to FSE. Review historical aerial photos online to evaluate the site development history. Prepare a sampling plan based upon the information reviewed.
- FSE will be on-site during the soil boring work to be conducted by the geotechnical engineer. FSE will collect soil samples from the split spoon samples for laboratory analyses. Contacting Digsafe, obtaining utility clearance, and retaining the drilling contractor will be done by others.
- Obtain soil samples from the split spoons and field screen for total volatile organic compounds (VOC) using a photoionization detector (PID). Based upon PID field screening, collect up to five (5) soil samples, one from each boring, and submit for laboratory analysis for landfill disposal characterization. A site plan of the property showing the soil borings will be provided to us by the client.
- Prepare a letter report that describes the soil sampling procedures, presents the tabulated laboratory soil sample analysis results, and contains the laboratory reports and a site plan.

ITEM TITLE: Reapprove the 2017-2018 School Calendar
ITEM SUMMARY:

ITEM TITLE: Approval of Minutes of April 24, 2017 and Executive Session Minutes of April 24, 2017

ITEM SUMMARY:

ATTACHMENTS:

Description	File Name	Type
School Committee Minutes - April 24, 2017	04-24-17.docx	Cover Memo

*Approval of Minutes
May 8, 2017*

*Natick Public Schools
SCHOOL COMMITTEE MINUTES
April 24, 2017*

The School Committee held a meeting on Monday, April 24, 2017 at 6:30 p.m. in the Training Room, 3rd floor, Town Hall. At 6:30 p.m., Chair Tabenkin called the meeting to order.

Members Present: Paul Laurent, David Mangan, Julie McDonough, Donna McKenzie, Firkins Reed, Hayley Sonneborn, Lisa Tabenkin

Others Present:	Peter Sanchioni	Superintendent of Schools
	Anna Nolin	Assistant Superintendent
	Marianne Davis	Director of Human Resources
	Sharon Reilly	Recording Secretary

Mr. Laurent moved to enter into Executive Session to discuss salary negotiations with non-represented personnel in accordance with the provisions of Chapter 30A, Section 21(a) of the Massachusetts General Laws. Ms. Reed seconded. By roll call vote, all members present were in favor of entering into Executive Session.

At 7:15 p.m. the School Committee returned to open meeting in the School Committee Room.

Others who joined at this time:	Peter Gray	Director of Finance
	Hannah Savoia	Student Representative

Public Speak

Chair Tabenkin asked if anyone wished to come forward for Public Speak. No one came forward.

Chair Tabenkin welcomed Hannah Savoia, newly appointed Student Representative to the School Committee.

Approval of Non-Rep Salary Schedule

Ms. Marianne Davis came before the School Committee requesting approval of the Non-Represented Personnel Salary Schedule for FY'18. This schedule provides a 2.25% increase to all ranges and steps, effective on July 2, 2017. She reviewed the additions, deletions and modifications to the pay schedule as follows:

Additions

Assistant Director of Finance – new position established summer of 2016
Student/Community Coach – new position established November 2016
In School Tutor NHS

Deletions

Technical Trainer/Integration Specialist – position eliminated

Financial Analyst – position eliminated

Community Coalition Program Director – position no longer overseen by Natick Public Schools

Range Adjustments

Director of Technology

Assistant Superintendent of Student Services

Planning & Budget Analyst

Confidential Secretary to the Superintendent & School Committee

Data Manager of Curriculum and Assessment Systems

Replace ranges with steps for salaried employees in Instructional Technology Department

Ms. Reed reported that the School Committee reviewed this schedule in detail previously this evening in Executive Session where all questions were answered. Mr. Laurent moved to approve the Non-Represented Personnel Compensation Schedule as outlined in Ms. Davis's memorandum dated April 24, 2017. Mr. Mangan seconded. It was unanimously approved.

Approval of Out of State Travel - NHS Robotics Team to St. Louis

Mr. Clark Clements came before the School Committee to request permission for out of state travel for the NHS Robotics Team 3737 to travel to St. Louis, MO to attend the FIRST Robotics World Championship competition on April 25-April 29, 2017. Ms. Reed moved to approve this trip. Mr. Laurent seconded. It was unanimously approved.

Report on ASAP & Early Risers Program - Megan Cap-Renzi

Ms. Megan Cap-Renzie, Director of the Early Risers and After School Activities Program (ASAP) came before the School Committee and provided a program overview. She described what a day in the ASAP program was like as well as a day in the Early Riser Program. She reviewed:

- The registration process
- Enrollments by site
- The wait list by site and how the wait list works
- The Vacation Day Program
- Core Values
- Homework Help
- Clubs
- Staffing

Ms. Cap-Renzie stated that retainment of staff has gotten better; however recruitment has been a challenge. Members in the community have been disappointed that their children are unable to get into the program and have been placed on wait lists. Ms. Cap-Renzie stated that the program cannot grow anymore for safety reasons (not enough staff) and lack of space. Dr. Nolin reported that they have developed partnerships with other after school programs in the area to assist the community in finding alternative after school care.

Procedure for Elementary Class Sizes

Dr. Sanchioni reviewed the following procedure for elementary class sizes:

Natick Public Schools will continue to use 25 as a threshold to investigate if a class needs additional support. The principal, in conjunction with the teacher, will decide and recommend to the superintendent if more support is necessary. To help with the decision, assessment data such as AimsWeb, common assessments and DRA will be considered along with a review of the student composition of the class. In addition, principals have been informed that they should advocate for more support for classes who have numbers below 25 that are making below average growth and may have a challenging student caseload.

Additional support includes increasing KEIP or FEIP hours or adding tutor hours for grades 2-4. When warranted and space is available, a new class may be recommended to be created.

A discussion continued as to whether or not the number 25 was too high or whether or not any number should be referenced.

Dr. Sanchioni will be presenting the projected enrollments for 2017-2018 at the next meeting where any impact may be reviewed.

Quarterly Staffing Update

Dr. Sanchioni provided the School Committee with the Quarterly Staffing Update and reviewed some minor changes since the last reporting.

Kennedy Middle School Building Project Update

Dr. Sanchioni reported that the Kennedy Middle School Building Committee will be meeting on Wednesday, May 3 where it is their intent to select a site for the new school. A planning meeting was held today with the Compass Project Management and Ai3 Architects looking at the site options. The site recommendation will be reviewed and approved by the Kennedy Middle School Building Committee and will then go before the School Committee for their approval at the School Committee meeting of May 8th.

Discussion to Amend the 2017-2018 School Calendar

Chair Tabenkin has received many requests for the School Committee to amend the 2017-2018 School Calendar which was approved in January. The proposed change she wishes to discuss is to close school for the 2nd day of Rosh Hashanah since Yom Kippur falls on a Saturday. She recommended amending the policy to state that we will be closed for 2 days for a Jewish holiday - either 2 days of Rosh Hashanah when Yom Kippur falls on a Saturday or 1 day of Rosh Hashanah and 1 day for Yom Kippur. The next time Yom Kippur falls on a Saturday is in 7 years. A discussion continued and members spoke on why or why not they felt the change should be made. This item was tabled to the next meeting. Ms. Reed and Ms. Tabenkin will review the Jewish holiday calendar for the next 20 years and come back to the next meeting with their findings.

Discussion and Approval of Subcommittee Assignments

Chair Tabenkin is looking for volunteers to fill the vacant Subcommittee/Liaison slots left by Ms. Mistrot and Mr. Coburn. School Committee Subcommittee assignments were discussed and appointments were made as follows:

SCHOOL COMMITTEE SUBCOMMITTEE ASSIGNMENTS

April 2017 to March 28, 2018

	Entity	Permanent Appointments	SC Members	Alternate(s)
Collective Bargaining Committees				
	Cafeteria	Director of HR	Reed, TBD, Laurent	
	EAN ABC	Director of HR, Superintendent, Chair & two other SC Members	Laurent, Tabenkin, TBD	Reed
	Secretaries	Director of HR	Laurent, Tabenkin	
	SSF	Director of HR	Reed, McDonough	
	Title 1	Director of HR	Laurent, TBD	
School Committee Subcommittees				
	Policy Review	Superintendent	Tabenkin, Mangan, Reed	
	District Goals Metric Subcommittee		Mangan, Tabenkin, McDonough	
Kennedy Middle School Building Committee				
		Peter Sanchioini Peter Gray Andy Zitoli Martha White (or designee Jillian Wilson-Martin) William Hurley-Consultant Other Appointees: J.Ciccariello J. Freedman Andrew Enright Thomas Iskra Stephen Meyler , Chair Mysore Ravindra John Tracy James Kane Julie McDonough Julian Munnich Anna Nolin Elizabeth Heffler – for safety meetings (non-voting member)		
School Committee Appointments to non-SC Committees				
	Audit Committee		Reed	
	Community Senior Center Liaison		McKenzie	
	Facilities Consolidation Subcommittee	Superintendent, Director of Finance	Mangan, Coburn?(If designee permitted)	
	Financial Planning Committee	Chair, Superintendent, Director of Finance	Laurent	
	Natick Together for Youth		Sonneborn	
	NEF		McDonough	
	PCC Liaison		Sonneborn	
	SEPAC		McDonough	
	SPARK Kindness Liaison		McKenzie	

	Entity	Permanent Appointments	SC Members	Alternate(s)
	Master Plan Advisory Committee		McKenzie	
	Suburban Coalition		McDonough	
	TEC B.O.D.	Open to all SC members, Superintendent	Reed	
	Town Safety Committee	Director of Finance, Transportation Coordinator		
	Zoning By-Law Review Subcommittee		Tabenkin	

Approval of the Last Day of School for the 2016-2017 School Year

Dr. Sanchioni requested that the School Committee approve the last day of school as **Tuesday, June 20, 2017** (early release) since the system lost three school days as a result of inclement weather as of this date. This date provides for the completion of the required 180-day school year for students and the 183-day year for the professional staff. Mr. Laurent moved to approve the last day of school as June 20, 2017. Ms. Reed seconded. It was unanimously approved.

Approval of Invoices for Kennedy Middle School Project

Mr. Gray requested that the School Committee approve Invoice Number CPM61-01 in the amount of \$20,444.00 for Compass Project Management - OPM Professional Services – January 1- February 28, 2017

Summary of Services:

Prepare and attend Building Committee and other meetings; Review and analyze potential sites; Manage designer selection process

Mr. Mangan moved to approve this invoice. Mr. Laurent seconded. It was unanimously approved.

Report on Warrants Signed

Mr. Gray, in accordance with School Committee Procedures, reviewed the following warrants signed by the School Committee Chair:

Warrant Type	Warrant Number	Date Signed	Amount
Payroll	21	04/10/2017	\$ 1,997,293.04
Accounts Payable	2017-41S	04/10/2017	\$ 280,116.46
Accounts Payable	2017-42S	04/10/2017	\$ 397,317.17

If anyone wishes to review the details of any of these warrants, please feel to contact Mr. Gray.

Subcommittee Updates

Ms. McDonough informed the School Committee to look for correspondence from the Natick Education Foundation (NEF) this Spring regarding a fundraiser they are conducting to support the Master Teachers program. She urged the community to support NEF.

Ms. Reed reported that Spark Kindness is holding a special event this Wednesday, April 26 from 7:00-9:00 p.m. at Natick High School - **Brave Conversations: Promoting Respect and Inclusion for All.**

Jamele Adams, Dean of Students at Brandeis University, TEDxNatick presenter and Natick resident will speak about building a community of diversity and unity.

Approval of School Committee Meeting Minutes

Mr. Mangan moved to approve the School Committee Meeting minutes of March 6, 2017, March 20, 2017 and April 3, 2017. Ms. McKenzie seconded. They were unanimously approved.

At 8:45 p.m., Mr. Laurent moved to adjourn the meeting. Ms. Reed seconded. It was unanimously approved.

Attest: _____

Peter Sanchioni, Ph.D.
Superintendent
Secretary to the School Committee

Sharon Reilly
Recording Secretary

Documents provided in Novus Agenda

Out of State Travel Request for NHS Robotics Team to St. Louis
Memorandum regarding Last Day of School for the 2016-2017 School Year
Draft of Subcommittee Assignments Listing
Invoice from Compass for Kennedy Middle School Project
School Committee Meeting Minutes - March 6, 2017, March 20, 2017 and April 3, 2017
Report of Warrants Signed
Presentation on ASAP & Early Risers Program
Procedure for Elementary Class Sizes
Quarterly Staffing Update

ITEM TITLE: Discussion to Amend the 2017-2018 School Calendar

ITEM SUMMARY:

ATTACHMENTS:

Description	File Name	Type
Draft Amendment to 2017-2018 School Calendar	2017-2018_School_Calendar-Revised.pdf	Cover Memo
Student Absences for Religious Absences Policy	Student_Absences_for_Religious_Observances.pdf	Cover Memo
Jewish High Holy Days 2017-2041	Natick_School_Committee_Jewish_High_Holidays_2017-2016.pdf	Cover Memo

Natick Public Schools – 2017-2018 School Year

August 2017 (2)						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 28, 29 Faculty Meetings
August 30 Schools Open PreK-12

September 2017 (18)						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

September 4 Labor Day – Closed
September 21-22 – Rosh Hashanah - Closed
September 27 – Release Day – Professional Dev.

October 2017 (21)						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

October 9 – Columbus Day Closed
October 18 – Release Day Professional Development

November 2017 (18)						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

November 8 – Release Day Elem. & PreK only – Conf.
November 10 – Veterans Day Observed – Closed
November 15 – Release Day Elem. & PreK only – Conf.
November 22 – Release Day All Grades
November 23, 24 – Thanksgiving Closed
November 27 – NILS - Closed

December 2017 (16)						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

December 6 – Release Day Prof. Development
December 25-29 Vacation

January 2018 (21)						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January 1 – New Years Day – Closed
January 10 – Release Day Professional Development
January 15 – Martin Luther King, Jr. Day - Closed

February 2018 (15)						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

February 7 - Release Day Professional Development
February 19-23 Vacation

March 2018 (21)						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

March 14 – Release Day Professional Development
March 30 – Good Friday - Closed

April 2018 (16)						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

April 4 – Release Day Elem & PreK Only – Conferences
April 11 – Release Day Elem & PreK – Conferences
HS & MS Professional Development
April 16-20 – Vacation

May 2018 (22)						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

May 23 – Release Day Professional Development
May 28 – Memorial Day – Closed

June 2018 (10)						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

June 14 Release Day – No snow days included (180)
June 21 Release Day – 5 snow days included (185)

NO LUNCH SERVED ON RELEASE DAYS

No School Announcements

Radio stations WBZ, WRKO, WBUR, and TV Channels 4, 5, 7, & Fox 25, will broadcast no school and delayed openings between 6:00-8:00 a.m. Also a recorded message on the "School Closing Line", 508-647-6515, after 6:00 a.m., and the Natick Public Schools website: natickps.org.

Bus Transportation

Bus passes required for all bus routes

All bus routes will be posted at each school and on our website www.natickps.org. For further information please contact the Transportation Coordinator, Patty Paine, 508-647-6497.

Schools – Principals – Hours

	<u>Principal</u>	<u>Main Office</u>	<u>Absence Line</u>
High School	Brian Harrigan	508-647-6600	508-647-6601
Kennedy Middle	Andrew Zitoli	508-647-6650	508-647-6651
Wilson Middle	Teresa Carney	508-647-6670	508-647-6671
Ben-Hem	Karen Ghilani	508-647-6580	508-647-6581
Brown	Kirk Downing	508-647-6660	508-647-6661
Johnson	Jordan Hoffman	508-647-6680	508-647-6681
Lilja	Heather Smith	508-647-6570	508-647-6571
Memorial	Susan Balboni	508-647-6590	508-647-6591
Natick PreSchool	MaryBeth Kinkead	508-647-6583	508-647-6583

	<u>Regular Hours</u>	<u>Release Hours</u>
High School	7:30-2:17	7:30-11:11
Kennedy/Wilson	7:50-2:05	7:50-11:30
Ben-Hem	8:15-2:41	8:15-12:05
Brown	8:30-2:56	8:30-12:15
Johnson	8:30-2:56	8:30-12:15
Lilja	8:30-2:56	8:30-12:15
Memorial	8:50-3:16	8:50-12:40
Pre-K	9:00-3:00	9:00-10:20
Pre-K a.m.	9:00-11:30	9:00-10:20
Pre-K p.m.	12:30-3:00	No p.m. PreK

Immunization and Health Data

1. Diphtheria/Pertussis/Tetanus (DPT/DT, DTaP) - 5 doses. A booster of Tdap is required for 7th grade
2. Polio vaccine - 4 doses
3. Measles/Mumps/Rubella (MMR) - 2 doses (first dose after 12 months of age, 2nd dose before entering K)
4. Hepatitis B - 3 doses
5. Varicella (chicken pox) 2 doses are required prior to entrance into K or a physician's note verifying that the student has already had varicella (chickenpox). (First dose must be after 12 months of age)
6. Tuberculin (TB) test as required by Natick Board of Health criteria
7. Lead screening is required for entrance into Kindergarten
8. A private physician's examination, which includes immunization information, is required for all students upon entrance into K, 4, 7, 10 and all new/transfer students.

MEDICATION POLICY

Only a physician is legally authorized to prescribe medication, this includes over the counter medication. If possible medication should be given at home before or after school. A student who needs to take medication during school hours must have a signed permission slip from a parent/guardian and physician. The form may be obtained from the NPS website or the school nurse. Medication (in the pharmacy labeled bottle) is kept locked in the clinic and taken under the supervision of the nurse. No student is allowed to transport medication to/from school. A parent/guardian must bring the medication into the clinic. Parents/Guardians of students with an EpiPen, insulin and inhalers should discuss their child's medical needs with the school nurse at the beginning of each school year. If the parent/guardian has signed the permission form, the student may receive Acetaminophen (Tylenol) at the discretion of the school nurse once during the school day, telephone permission is not accepted. All forms are available on the NPS website, www.natickps.org.

STUDENT ABSENCES ON RELIGIOUS HOLIDAYS

The Natick Public Schools shall excuse students from school attendance for personal observances of religious holidays occurring on dates when school is in session.

When students miss assignments, tests or other schoolwork due to such excused absences, they shall be provided a reasonable opportunity to make up their schoolwork in a timely manner.

Students or their parents are encouraged to communicate with teachers in advance of such absences.

No adverse or prejudicial effects shall result to any student because they have availed themselves of the provisions of this section.

Adopted by the Natick School Committee – January 25, 2016

Natick School Committee
Consideration of Rosh Hashanah
Jewish High Holy Days, 2017 – 2041 (25 years)

Bold = indicates days which, under current policy, NPS is closed for the Jewish holy days. Not bold if a weekend or national holiday.

Green = years like 2017, in which YK falls on a Saturday (2017, 2024, 2028, 2031, 2034, 2035, 2037, 2038, 2041)

Blue = indicates year in which, for different reasons, NPS under current policy would not be closed for 2 days for the Jewish holy days – e.g. RH falls on a weekend or both RH and YK fall on a weekend. (2020, 2023, 2026, 2027, 2032, 2033, 2040).

Year	RH 1	RH 2	YK	Notes
2017	Thurs, 9/21	Fri, 9/22	Sat, 9/30	Asking SC to consider 2 days at RH because YK falls on a Saturday
2018	Mon, 9/10	Tues, 9/11	Wed, 9/19	
2019	Mon, 9/30	Tues, 10/1	Wed, 10/9	
2020	Sat, 9/19	Sun, 9/20	Mon, 9/28	
2021	Tues, 9/7	Wed, 9/8	Thurs, 9/16	
2022	Mon, 9/26	Tues, 9/27	Wed, 10/5	
2023	Sat, 9/16	Sun, 9/17	Mon, 9/25	
2024	Thurs, 10/3	Fri, 10/4	Sat, 10/12	
2025	Tues, 9/23	Wed, 9/24	Thurs, 10/2	
2026	Sat, 9/12	Sun, 9/13	Mon, 9/21	
2027	Sat, 10/2	Sun, 10/3	Mon, 10/11	Mon, 10/11 is Columbus Day
2028	Thurs, 9/21	Fri, 9/22	Sat, 9/30	
2029	Mon, 9/10	Tues, 9/11	Wed, 9/19	
2030	Mon, 9/28	Tues, 9/29	Mon, 10/7	
2031	Thurs, 9/18	Fri, 9/19	Sat, 9/27	
2032	Mon, 9/6	Tues, 9/7	Wed, 9/15	Mon, 9/6 is Labor Day
2033	Sat, 9/24	Sun, 9/25	Mon, 10/3	
2034	Thurs, 9/14	Fri, 9/15	Sat, 9/23	
2035	Thurs, 10/4	Fri, 10/5	Sat, 10/13	
2036	Mon, 9/22	Tues, 9/23	Wed, 10/1	
2037	Thurs, 9/10	Fri, 9/11	Sat, 9/19	
2038	Thurs, 9/30	Fri, 10/1	Sat, 10/9	
2039	Mon, 9/19	Tues, 9/20	Mon, 10/3	
2040	Sat, 9/8	Sun 9/9	Mon, 9/17	
2041	Thurs, 9/26	Fri, 9/27	Sat, 10/5	

ITEM TITLE: Report on Warrants Signed
ITEM SUMMARY:

ATTACHMENTS:

Description	File Name	Type
Warrant Report - 5-8-17	Warrant_Review_-_05-08-17.docx	Cover Memo

Natick Public Schools

13 East Central Street
Natick, Massachusetts 01760
FAX (508) 647-6506



Building the Future, One Child at a Time

Peter H. Gray
Director of Finance

May 1, 2017

FROM: Peter H. Gray
Director of Finance

TO: Natick School Committee

SUBJECT: Warrant Review – May 8, 2017

In accordance with School Committee Procedures, the Chairperson reviewed and signed the following warrants:

<u>Warrant Type</u>	<u>Warrant Number</u>	<u>Date Signed</u>	<u>Amount</u>
Accounts Payable	2017-43S	04/24/2017	\$ 91,872.28
Accounts Payable	2017-44S	04/24/2017	\$ 535,356.77
Accounts Payable	2017-45S	04/24/2017	\$ 618,854.07
Payroll Warrant	22	04/24/2017	\$ 1,951,631.70

If you wish to review the details regarding any of these warrants please feel to contact me.

ITEM TITLE: Recognition of Meghan Dwyer, Massachusetts Association for Health, Physical Education & Dance (MAHPERD) Teacher of the Year

ITEM SUMMARY:

ITEM TITLE: Hey NHS/WMS/KMS. . . How Are You? Update

ITEM SUMMARY:

ATTACHMENTS:

Description	File Name	Type
Interface Report	Interface_Report_for_School_Committee_May_8__2017.pdf	Cover Memo
Depression & Suicide Prevention Presentation - T. Gladstone	Depression____Suicide_Prevention_-_T_Gladstone.pdf	Cover Memo

INTERFACE ACTIVITY REPORT

**Karen Rufo
NPS Nurse Leader
May 8, 2017**

NUMBER OF CASES

Total Since Service Began: 224

Reporting Period:	# of calls
Sept 1, 2015 – Jan 1, 2016	36
Jan 1, 2016 – July 1, 2016	66
July 1, 2016 - Oct 12, 2016	22
Oct 13, 2016 – April 28, 2017	100

AGES OF CLIENTS SERVED

Teens (13-17 y.o.)

50 calls

School Age Children
(6-12 y.o.)

35 calls

ACCESS

- ▶ All Schools (except preschool) accessed Interface
- ▶ Students who reside in Natick but attend schools in other towns also accessed Interface
- ▶ Majority of calls (88) were made by parents/guardians

REFERRAL SOURCE

School Personnel -79 ☺

Others Sources:

Mental Health Provider

Family/Friend

PCP

NPS Depression Screening
Program

SPARK Kindness

Town of Natick

PRESENTING CONCERNS

Anxiety

Depression

Family Issues

Behavioral Issues

Social Issues

Depression and Suicide Prevention in the Natick Community

Tracy Gladstone, Ph.D.

Wellesley Centers for Women

Boston Children's Hospital

May 8, 2017

METROWEST
HEALTH
FOUNDATION

Wellesley
Centers for
Women

In the News

(11/16)

- Time Magazine
 - In 2015, 3 million teens reported experiencing a depressive episode in a 1-year period.
 - Over 2 million teens reported experiencing depression that interferes with daily functioning.
- NPR
 - Suicide rates doubled from 2007-2014 among youth ages 10-14



The Problem: Adolescent Depression

- Point prevalence rates of 3-8% (Horowitz et al., 2011).
- Average age of first onset is 15 years (IOM Report, 2009)
- Lifetime prevalence rate of MDD in adolescents is 11% (Avenevoli et al., 2015)
- 40%-70% will experience a relapse/recurrence of depression (Emslie et al., 2008; Emslie et al., 2004; Kennard et al., 2014)
- Most cases of recurrent adult depression have initial onsets during adolescence (Costello et al., 2002)

Adolescent Depression and Suicidal Behavior

- Suicide is the third leading cause of death among adolescents (CDC, 2014)
- 16% of U.S. adolescents report seriously considering suicide in a one-year period (CDC, 2014)
- 8% of U.S. adolescents report making a suicide attempt in a one-year period (CDC, 2014)
- More than 50% of adolescents who completed suicide had a mood disorder at the time (Nock et al., 2013)

Importance of School-Based Screening

- The United States Preventative Services Task Force (2016) strongly endorsed depression screening for all young persons between the ages of 12 and 18 as a way to identify at-risk children who may fall through the cracks. (Storrs, 2016; Sju & U.S. Preventative Services Task Force, 2016)
- Numerous studies conducted in primary care settings and schools, among children and adults, suggest that screening for depression is an effective and important intervention to improve mental health outcomes. (Dever, Kamphaus, Dowdy, Raines & DiStefano, 2013; Pignone, et al., 2002) and to prevent suicidal behavior (Schilling, Lawless, Buchanan & Aseltine, 2014)
- Universal screening programs have been found to successfully identify students at-risk for depression and/or suicide. (Robinson et al., 2013)
- Screening has been found to enhance the identification systems currently in place to recognize at-risk teens in schools. (Husky et al., 2011)

Why An Outside Team?

- Of the teens last year who reported suicidal ideation (N=52), not a single teen reported they had shared suicidal thinking with an adult in school.
- Gatekeeper training is limited because teens still do not reach out to school staff or peers for help. (Whitney et al., 2011; Wyman, 2008)
- The literature suggests that anonymity may help elicit sensitive information. (Beatty, Chase & Ondersma, 2014)
- Researchers recommend that outside professionals manage comprehensive in-school screening efforts, given that school systems are often overwhelmed by the need to manage so many identified teens. (Hallfors et al., 2006)
- In my work, time and again I have been in touch with pediatricians and with families who did not know of their teen's struggles, because teens worry about disappointing those they know, or feel embarrassed.
- Natick parents seek out my team rather than school personnel for help with their teens' mental health needs, and often ask us not to share screening outcomes with the school.

Our Experience at the Natick Schools



The Natick Depression Prevention Program Aims

- Aim 1: Enhancing mental health literacy
- Aim 2: Screening teens
- Aim 3: Following-up with all families

Aim 1: Enhancing mental health literacy

- School Staff training
- Parent/guardian trainings
- SOS sessions with 7th, 8th, 9th, and 11th grade students during a classroom period (video, discussion, crisis slips)

Aim 1: Outcomes

- Significant increases in parent/guardian knowledge & significant decreases in stigma scores
(Only collected data during Year 1)
- Significant increase in high school staff's knowledge
(Years 1 and 2)
- Significant increases in student knowledge & significant decreases in stigma scores
(Years 1 and 2)

Staff/Parent Stories

- After conducting a teacher session at a middle school, a teacher went to a guidance counselor to report concerns about a student. The student admitted suicidal thoughts, parents were contacted, student was hospitalized.
- Guidance staff has asked us to consult with them on difficult situations with students.
- A parent contacted us after reading her son's diary and learning that he was contemplating suicide, to ask for our support.
- Last week a mom contacted me for the second time for referral support for her young daughter.

Student Stories

- A teen who had never sought mental health support within or outside of school, whose guidance counselor only knew him around scheduling concerns, whose mother was unaware of his struggles, cried to a member of our team and acknowledged suicidal thoughts. He requested a mental health evaluation. Mom came into the school to meet with us, and we connected them with our partners at Advocates, who evaluated him that afternoon.
- A teen went home after the SOS program and told her father she recognized herself in the video. The father brought her for an evaluation and found she was currently depressed, had a plan for suicide, and now she is in treatment and has a safety plan.

One Student's Words

“Being tasked with someone’s life is not a responsibility for a teenager. Yes, it is always best to hand off to people who are more qualified but, in the moment [name] needed me, all of my adults brushed me off as being dramatic... Then, like the flag of surrender, a white slip of paper crossed my desk in English class. It asked me if I knew someone who needed an adult, someone to talk to, someone to answer my concerns, someone to help me save a life.”

- an excerpt from a NHS student essay

Aim 2: Screening teens

- Conduct interviews with all 7th, 8th, 9th, and 11th grade students
- Brief clinical interview about current and past depressive symptoms
- Suicide screening and follow up assessments, if indicated
- Follow-up/referral, if indicated

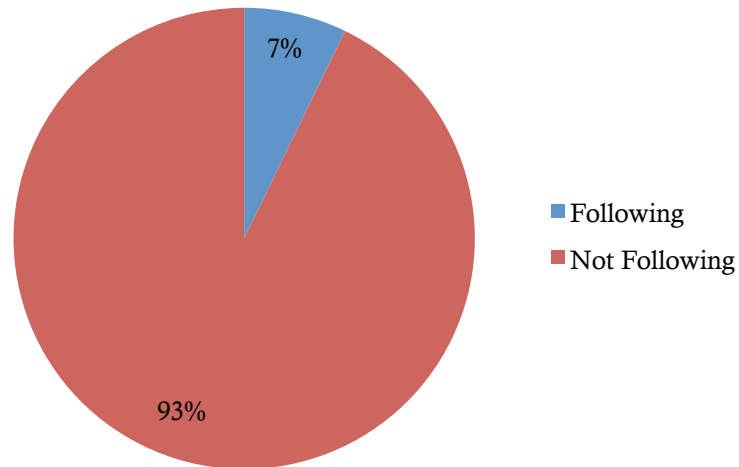
Aim 2: Outcomes

2016-2017 Screening Data

	Middle School	High School
% Screened	98.7% (773/783 students)	97.6% (784/803 students)
% Females Screened	49.7% (389/783 students)	49.5% (388/784 students)
Mean Age (years)	12.7	15.2
Overall Average Length of Screen (minutes)	6.5	6
Average Length of Screen for Healthy Teens	5.5	5
Average Length of Screen for At-Risk Teens	18.5	15

Aim 2: Outcomes – Follow-up Status

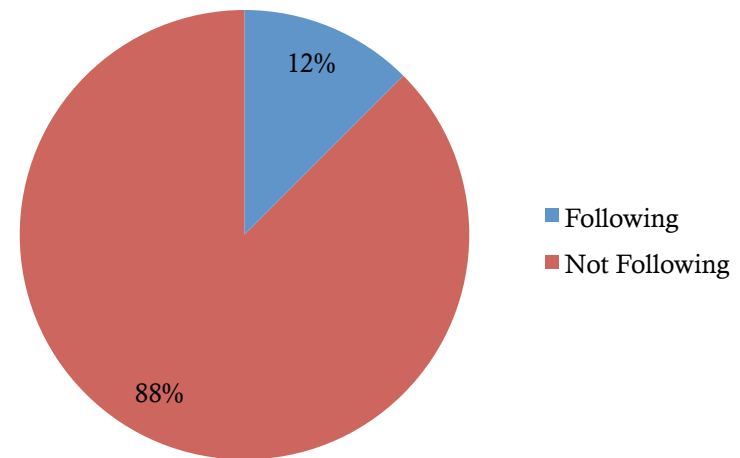
Middle School



Note: N= 773

Note: We will conduct short- and long-term follow ups with 7% of the student body

High School

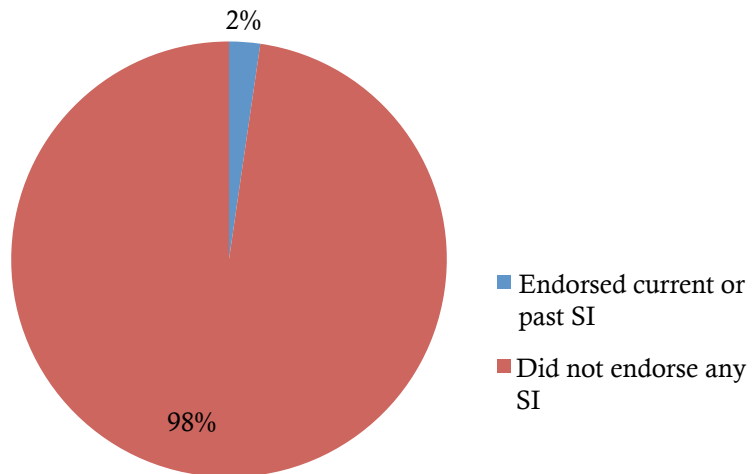


Note: N= 784

Note: We will conduct short- and long-term follow ups with 12% of the student body

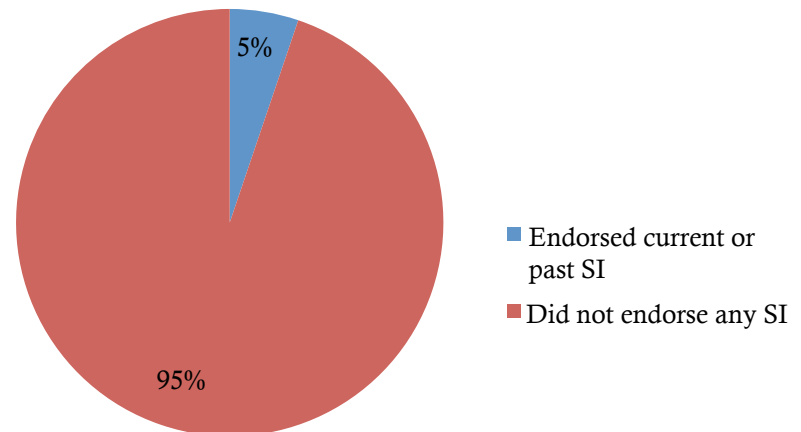
Aim 2: Outcomes – Suicidal Outcomes

Middle School Suicidal Outcomes



Notes: N = 773

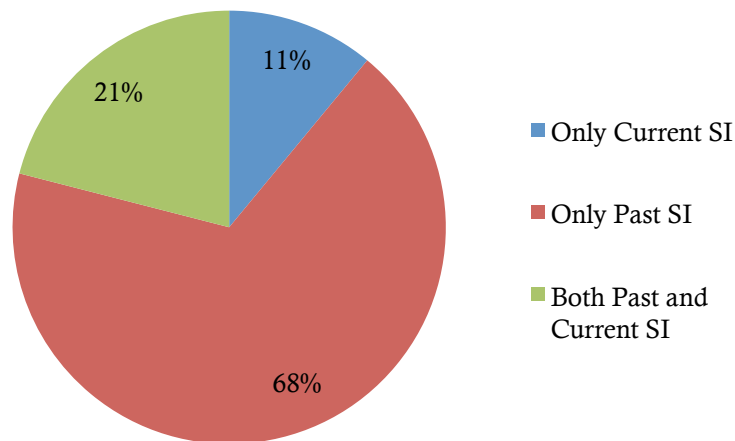
High School Suicidal Outcomes



Notes: N = 784

Aim 2: Outcomes – Of those with suicidal ideation being followed...

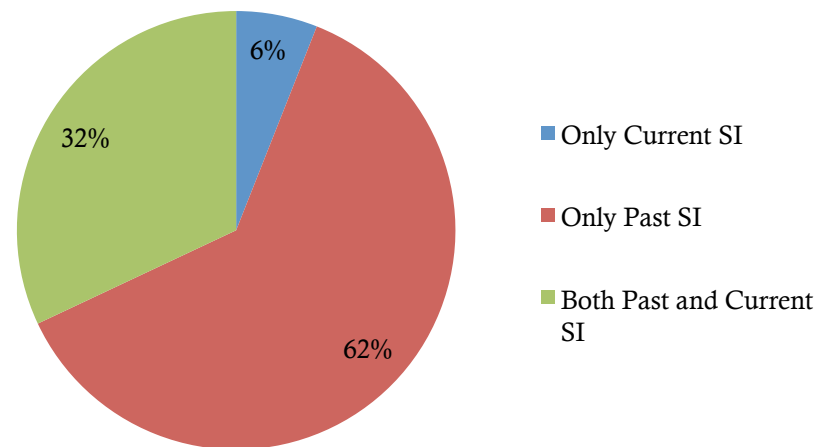
Middle School Presence of Suicidal Ideation



Note: N = 18 students who endorsed SI

Note: 66% of students being followed did NOT endorse SI

High School Presence of Suicidal Ideation



Note: N = 41 students who endorsed SI

Note: 68% of students being followed did NOT endorse SI

Student Stories

- A 9th grade student instantly became tearful, explained that the transition to high school has been very challenging, and she feels lonely, fearful and hopeless. Mom was tearful on the phone, as she was totally unaware that her daughter was struggling. They are now seeking treatment for teen.
- A middle school student who appeared just fine acknowledged an elevated level of current depressive symptoms. Mom cried on the phone as she described her son's struggle to manage academic difficulties and teasing by his peers. Working now with school.
- Just last week a junior tearfully reported wondering why she was here and contemplating suicide over the past 7 months. Her mom was not at all aware that she was struggling and allowed us to contact the school to provide support.

Aim 3: Following-up with all families

- No symptoms (provide resources for future use)
- Elevated symptoms (discuss risks, resilience, signs of depression)
 - Short- and long-term follow-ups will be conducted with these teens.
- Current depressive episode/suicidal thinking - treatment strongly recommended (referrals made through network resources)
 - Short- and long-term follow-ups will be conducted with these teens.

Student Stories

- After an SOS session, a 17-year-old student came to us thinking she might be depressed. She reported continuous suicidal ideation for months and was having a hard time functioning. She reported feeling completely overwhelmed with family issues and academic demands. After speaking with the parent (who was unaware of the teen's struggles and said the school was also unaware), immediate treatment was recommended and sought. At follow-up months later, the teen reported feeling significantly better and remains in treatment with improved mental health, family and school supports.
- At follow up with the mom of a teen who was identified through screening, we learned that, prior to our screening, the mother had been trying to get him to go to therapy for months. Our assessment was the catalyst to getting him to go. Through counseling and medication, his depression decreased, and he has been able to reach many of his goals, including travel and acceptance to a top university. Teen reports that he has learned many coping strategies and willingly goes to counseling.

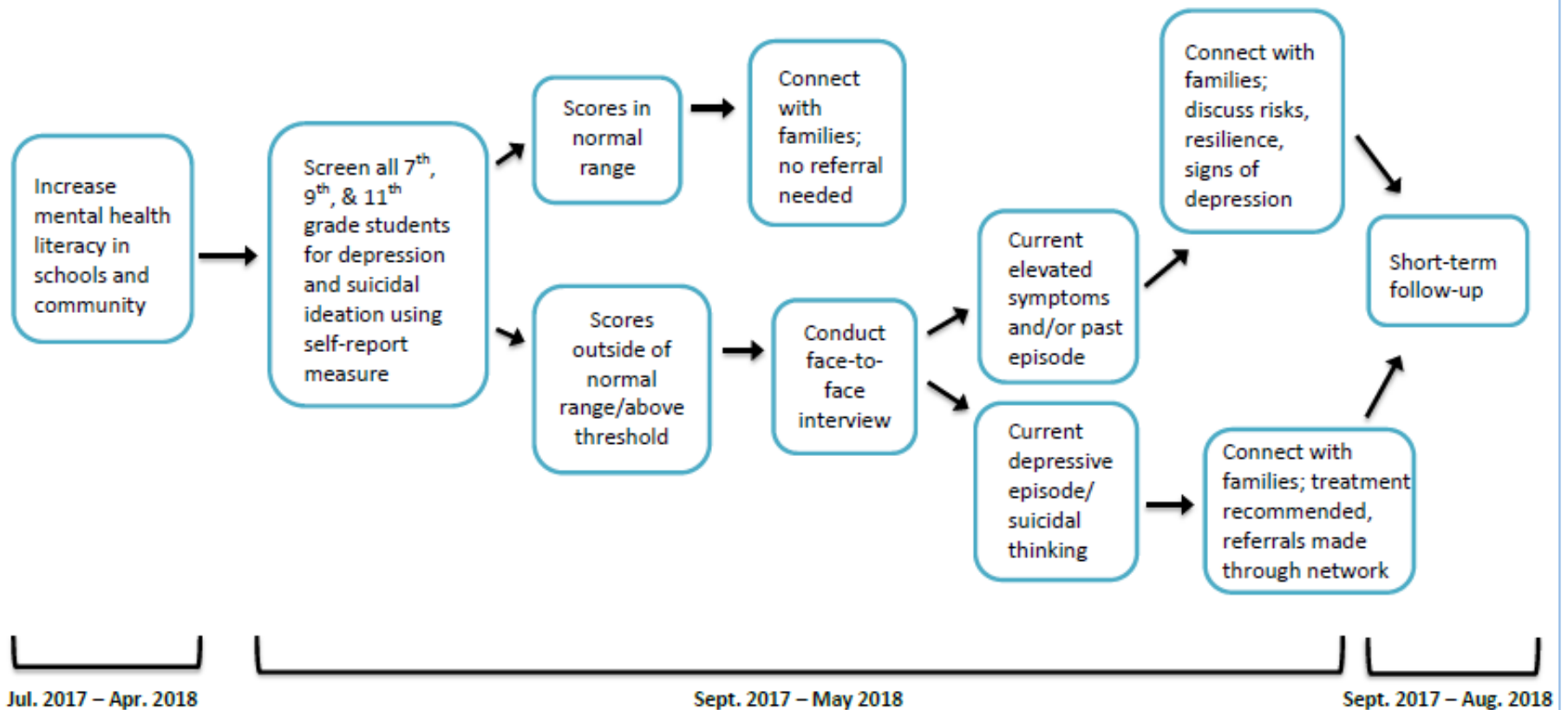
A Sample of Appreciative Messages Received

- Response from a **parent** who received “healthy” email – “Thank you so much for your email. I appreciate the fact that you are doing this for our children. I think this is a great conversation starter for me to talk to my children about depression... We have talked about it in the past, but it's something that I would like to continue to talk to them about. I wish there was a program like this when I was a teen... We didn't talk about anything! Thanks for the update and have a great day!”
- Response from a **parent** who received “healthy” email – “Thanks very much for your message. I'm grateful to you for this report and for directing us toward the resources referenced in your message. More broadly, I'm thankful that this initiative exists in the Natick schools--it's an important undertaking, and I hope it results in successful interventions where needed.”
- Response from a **guidance counselor** who received our thank you note – “How nice it was to find your kind note and gift card in my inbox today! It is WE who should be thanking YOU for the service you are providing to our school and community. I could not be happier with the thorough, thoughtful, supportive and genuinely caring work you and your staff do for our students. Please pass this on to your team.”
- Response from a **parent** after participating in a follow up call regarding her teen who was identified as at risk – “I hope all high schools have this amazing program and follow up system in place. Thank you [for the news that my teen seems to have fewer symptoms now]. That is great news and very much appreciated.”

Plans for Next Year (2017-2018)

- Provide staff education and parent meetings
- Conduct SOS education sessions for all 7th, 9th, and 11th graders
- Screen all students for depression
- Follow-up with all families and provide referrals, if indicated
- Perform longer term follow-up with those who were at-risk or in need of referral

Timeline for 2017-2018



Thank you!

- Questions?
- Contact:
 - Tracy Gladstone: tgladsto@wellesley.edu

END

ITEM TITLE: Middle School Schedule Update
ITEM SUMMARY:

ATTACHMENTS:

Description	File Name	Type
Middle Schools Scheduling Presentation	Middle_schools_Scheduling_update_Spring_2017.pdf	Cover Memo

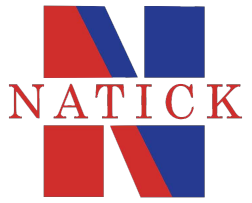


NATICK PUBLIC SCHOOLS

MIDDLE SCHOOL SCHEDULING UPDATE



School Committee
May 8, 2017



MIDDLE SCHOOL SCHEDULING: OBJECTIVES

- Create parity in the programmatic experience for all middle school students
- Expose students to the maximum amount of unified arts courses in their middle school career
- Avoid minimizing or highlighting one unified arts class over another
- Maintain all current staff and positions
- Examine all time available to maximize learning

- Reviewed both middle school schedules and noted discrepancies
- Each principal met specialists (this began last year) and reviewed curriculum and discrepancies between the two schools
- Principals and Vice-Principals met regularly to review discrepancies and review curriculum for each content area
- Principals met with Department Heads, Asst Superintendent, and Superintendent to review options and discrepancies
- Proposed recommendations to specialists in October 2016
- Identified staffing needs based on recommendations in October 2016
- Met with all Specialists in October 2016 with recommendations for changes

- Met with EAN and staff to discuss possibility of of an 8 period day to maximize the offerings for all students (November 2016)
- Identified implications for changes for the 8 period day
- Identified that the timeline would not work for this upcoming school year (need more time to plan, etc.)
- Budget implications: (1.0 Drama, .5 PE, .4 Art and Reading Teachers) will be added to FY 19 budget requests



UNIFIED ARTS--

CURRENT OFFERINGS

***PE and Band/Chorus are full year courses 5-8**

5th grade: 3/6 days each cycle

PE: (90 classes)

Band/Chorus:(90 classes)

Art, Music, Tech Ed/Core Values, Tech Literacy, Media Literacy,
Health, Drama, Instructional Technology: (30 classes)

6th grade: 3/6 days each cycle

PE: (90 classes)

Band/Chorus: (90 Classes)

Art, Music, Tech Ed/Library, Tech Literacy, Health, Drama, World
Culture/Guidance Seminar: (30 classes)



UNIFIED ARTS--CURRENT OFFERINGS

(CONTINUED)

7th grade: 2/6 days each cycle

PE (60 classes)

Band/Chorus/VAP, Music Options: (60 classes)

Health, Art, Tech Ed, Tech Lit (20 classes)

8th grade: 2/6 days each cycle

PE (60 classes)

Band/Chorus, VAP, Music Options: (60 classes)

Health, Art, Tech Ed, Tech Lit, Drama (20 classes)



UNIFIED ARTS: VARIANCES

Wilson

5th grade:

Media Literacy & Core Values

6th grade:

Tech Literacy

7th grade:

Tech Literacy

8th grade:

Tech Ed

KENNEDY

5th grade:

Drama

6th grade:

Drama

7th grade:

Fitness and Health

8th grade:

Fitness and Drama



FALL 2016 RECOMMENDATIONS

Grade 5:

PE (3 x cycle)= 90 classes

Band or Chorus (3x cycle) = 90 classes

Tech Ed (3 x cycle-1 trimester) = 30 classes

Music (3x cycle-1 Trimester) = 30 classes

Tech Lit (3x cycle-1 Trimester) = 30 classes

Art (3x cycle-1 Trimester) = 30 classes

Drama (3x cycle-1 Trimester) = 30 classes

Media Literacy (3x cycle-1 Trimester =30 classes

Grade 6:

PE (3 x cycle)= 90 classes

Band or Chorus (3x cycle) = 90 classes

Tech Ed (3 x cycle-1 trimester) = 30 classes

World Culture (3x cycle= 1 Trimester) =30 classes

Tech Lit (3x cycle-1 Trimester) = 30 classes

Art (3x cycle-1 Trimester) = 30 classes

Drama (3x cycle-1 Trimester) = 30 classes

Health (3x cycle-1 Trimester = 30 classes



FALL 2016 RECOMMENDATIONS

Grade 7:

PE (2 x cycle)= 60 classes

Band, Chorus or VAP (2x cycle) = 60 classes

Health (2 x cycle-1 trimester) = 20 classes

Art (2x cycle-1 Trimester) = 20 classes

Drama (2x cycle-1 Trimester) = 20 classes

Grade 8:

PE (2 x cycle)= 60 classes

Band, Chorus or VAP (2x cycle) = 60 classes

Health (2 x cycle-1 trimester) = 20 classes

Art (2x cycle-1 Trimester) = 20 classes

Tech Ed: (2x cycle-1 Trimester) = 20 classes



PROPOSED RECOMMENDATIONS (OCTOBER '16)

WILSON

GRADE 5:

+ Drama -Health

GRADE 6:

+ Drama - Music

GRADE 7:

+ Drama -Tech Lit

+ Health -Tech Ed

GRADE 8:

No changes

KENNEDY

GRADE 5:

+ Tech Lit -Health

GRADE 6:

+Tech Lit -Music

GRADE 7:

+Visual & Performing Arts

-Music (TE, Drama Or Music)

+ Drama -Tech Ed

Grade 8:

+ Tech Ed -Drama



STAFFING NEEDS - FY 19 BUDGET

WILSON

1.0 Drama teacher
.4 Chorus teacher (approved)
.5 PE teacher
6 Reading Teachers

KENNEDY

.4 Art
4 Reading Teachers

The logo for Natick Public Schools features a stylized 'N' composed of four squares in red and blue. To the right of the logo, the word 'NATICK' is written in a red, serif, all-caps font. Further to the right, the words '8 PERIOD DAY' are written in a larger, bold, red, serif, all-caps font.

NATICK 8 PERIOD DAY

-Additional Reading block for all grade 5 & 6 students
(how many for each school)

-Additional specials block for grades 7 & 8: fitness for
grades 7 & 8 during this block



NEXT STEPS:

- Continue conversations and planning regarding 8 period day to maximize student opportunities
- Keep schedules for both MS's as is for school year 17-18 due to staffing needs
- Once finalized this will be a model middle school schedule.

ITEM TITLE: 2017-2018 Projected Enrollments

ITEM SUMMARY:

ATTACHMENTS:

Description	File Name	Type
Enrollment Projections - April 28, 2017	2017- 2018_Projected_Enrollment_- _April_28_2017.pdf	Cover Memo

Natick Public Schools
Projected Enrollment
 2017-2018

04/24/2017

	PreK	K	1	2	3	4	5	6	7	8	9	10	11	12	Total
NHS/Northstar											419	423	370	396	1608
KENNEDY							173	163	152	155					643
WILSON							256	248	235	224					963
BEN-HEM		22	24	24	20	23									
		22	24	24	20	23									
		21	24	24	20	23									
		21	23	23	20	23									
		21	23	23	20	23									
Total		107	118	118	119	138									600
BROWN		19	21	22	20	24									
		19	21	22	20	24									
		19	20	21	20	23									
		19	20	21	19	23									
		19	20	21	19	23									
Total		95	122	107	98	117									539
JOHNSON		17	23	24	19	24									
		17	23	24	18	24									
		17													
Total		51	46	48	37	48									230
LILJA		18	19	22	22	22									
		18	19	22	22	22									
		18	19	22	22	22									
		18													
		17													
combo classes			10	11	11	11									
combo classes			9	11	11	10									
Total		89	76	88	88	87									428
MEMORIAL		18	24	20	20	20									
		18	23	19	20	19									
		18	23	19	20	19									
		17	23	19	19	19									
					19										
		71	93	77	98	77									416
PRESCHOOL	82														82
District Totals	82	413	455	438	440	467	429	411	387	379	419	423	370	396	5509

ITEM TITLE: Kennedy Middle School Building Project Update
ITEM SUMMARY:

ITEM TITLE: Enrollment Update May 1, 2017

ITEM SUMMARY:

ATTACHMENTS:

Description	File Name	Type
Enrollment Update - May 1, 2017	April_May_2017_Sheet1.pdf	Cover Memo

**Natick Public Schools
Student Enrollment Report**

	April 1, 2017															May 1, 2017														
	PK	K	1	2	3	4	5	6	7	8	9	10	11	12	Total	PK	K	1	2	3	4	5	6	7	8	9	10	11	12	Total
NHS Northstar											424	371	386	370	1551											422	371	386	369	1548
KENNEDY							164	162	155	171					652							164	162	155	170					651
WILSON							247	235	224	232					938							248	235	224	232					939
BEN-HEM		24	24	23	24	20											24	24	23	24	20									
		22	24	22	24	20											22	24	22	24	21									
		24	25	25	22	22											24	25	25	22	22									
		24	24	25	25	19											24	24	25	25	19									
		24	24	24	22	21											24	24	24	22	21									
					23	20														23	20									
Sub-separate																														
Total		118	121	119	140	122									620		118	121	119	140	123									621
BROWN		25	20	19	21	21											25	21	19	21	21									
		24	20	20	24	21											24	20	20	24	21									
		23	21	20	24	22											24	21	20	24	22									
		24	20	21	24	21											24	20	21	24	21									
		24	22	18	19												24	22	18	19										
Total		120	103	98	112	85									518		121	104	98	112	85									520
JOHNSON		16	24	19	24	24											16	24	19	24	24									
		13	25	19	24	23											13	25	19	24	23									
		16															16													
Total		45	49	38	48	47									227		45	49	38	48	47									227
LILJA		19	21	22	22	21											19	21	22	22	22									
		18	23	21	21	22											18	23	21	21	22									
		19	22	21	21	21											19	22	21	21	21									
		18															18													
combo classes			12	11	13	9												12	11	13	9									
combo classes			10	12	10	12												10	12	10	12									
Total		74	88	87	87	85									421		74	88	87	87	86									422
MEMORIAL		24	20	19	19	22											24	20	19	19	22									
		23	19	20	19	22											23	19	20	19	22									
		22	19	20	19	23											22	19	20	19	23									
		23	19	19	20	22											23	19	19	20	22									
			20															20												
Total		92	77	98	77	89									433		92	77	98	77	89									433
PRESCHOOL NHS	122															124														
BROWN PK	17															17														
Total															139															141
TOTAL	139	449	438	440	464	428	411	397	379	403	424	371	386	370	5499	141	450	439	440	464	430	412	397	379	402	422	371	386	369	5502
															5499															5502

ITEM TITLE: Future Meetings

ITEM SUMMARY: May 22 - Elementary Principals Professional Practice Goal-Literacy Instruction, Update from Memorial and Johnson School Principals on their Entry Plans, Homework Procedures, NHS Therapy Dog,

June 5 - 2017-2018 Projected Enrollments, Innovation Team Report, FY'17 Budget Update, Approval of 2017-2018 School Committee Meeting Schedule, Master Teachers, Responsible Use Policy/Go Fund Me Policy
