LeftField
THE RIGHT CHOICE IN PROJECT MANAGEMENT

May 2, 2025

Fiona Maxwell, Chief Procurement Officer
Medford City Hall
85 George P. Hassett Drive
Medford, MA 02155Address

RE: Owner's Project Management Services for Medford High School
Contract Proposal for Project Management Services - Feasibility & Schematic Design

Dear Ms. Maxwell,

We, at LeftField, look forward to working with the Medford High School Building Committee to provide Owner's Project Management (OPM) services in support of the Feasibility Study and Schematic Design for Medford High School.

Attached, please find:

- Manpower Schedule
- MSBA Contract for Project Management Services
  - Attachment A – Payment Schedule
  - Attachment B – Key Personnel
  - Attachment C – OPM Application Form
  - Attachment D – OPM Contract Amendment (MSBA Template)
  - Attachment E – Contract Forms

We propose a lump sum fee of $550,000 for the basic services during the Feasibility Study/Schematic Design phases of the work, which is anticipated to be a 22-month effort. We anticipate our services commencing immediately after approval by the MSBA at their June 2, 2025 OPM Review Panel meeting and continuing through the presentation of the Schematic Design for the MSBA Board of Directors (Project Scope and Budget) approval at an anticipated February 2027 Board meeting.

If the District wishes to proceed with LeftField for extended basic services for Design Development through Construction to Project Closeout, it is anticipated that we will negotiate the fee for the remainder of the Project prior to the completion of the Schematic Design phase when the Project Scope is fully known and so the Total Project Budget can be established.

We intend to invoice monthly at the lump sum rates shown in the Feasibility Study/Schematic Design Fee Proposals provided below. The monthly rates have been developed based on the expected level of effort and have been proportionally allocated over the estimated duration of 22 months. The scope of OPM services for the Project is as defined by Article 8 - Basic Services in the MSBA Contract for Project Management Services.

Medford High School Feasibility Study/Schematic Design Fee Schedule

Invoice	Period Ending	Invoice Value	Phase	Assumed Deliverables / Month (Not intended to be all inclusive or definitive)
1	Jun-25	$ 25,000	Designer Procurement	Project orientation; development of Designer RFS; development of master schedule; development of budget and pro-pay protocols with District.
2	Jul-25	$ 25,000		Assistance with MSBA Designer Selection; start preparation of Educational Plan
3	Aug-25	$ 25,000		Assistance with MSBA Designer Selection
4	Sep-25	$ 25,000	PDP	Assistance with Designer Fee Proposal and contract; commencement of PDP (Preliminary Design Program)
5	Oct-25	$ 25,000		Participation in PDP; analysis of options; comparable budgeting/benchmarking of options.
6	Nov-25	$ 25,000		Participation in PDP; analysis of options; comparable budgeting/benchmarking of options; PDP deliverables to MSBA
7	Dec-25	$ 25,000		Analysis of shortlist options; comparison of shortlist options
8	Jan-26	$ 25,000	PSR	Analysis of shortlist options; comparable budgeting/benchmarking of shortlist options
9	Feb-26	$ 25,000		Analysis of shortlist options; comparable budgeting/benchmarking of shortlist options
10	Mar-26	$ 25,000		Analysis of shortlist options; comparable budgeting/benchmarking of shortlist options
11	Apr-26	$ 25,000		Analysis of shortlist options; comparable budgeting/benchmarking of shortlist options; participation in PSR (Preferred Schematic Report) Submission
12	May-26	$ 25,000	Schematic Design	Assistance with District Response to MSBA PSR Review and Comments
13	Jun-26	$ 25,000		Assistance with Schematic Design phase and deliverables
14	Jul-26	$ 25,000		Assistance with Schematic Design phase and deliverables
15	Aug-26	$ 25,000		Assistance with Schematic Design phase and deliverables
Invoice	**Period**	**Invoice**		**Assumed Deliverables / Month**

#	Ending	Value		(Not intended to be all inclusive or definitive)
16	Sep-26	$ 25,000		Assistance with Schematic Design phase and deliverables
17	Oct-26	$ 25,000		Assistance with Schematic Design phase and deliverables
18	Nov-26	$ 25,000		Assistance with Schematic Design phase; estimate reconciliation
19	Dec-26	$ 25,000		Assistance with Schematic Design Submission
20	Jan-27	$ 25,000	PSBA	Assistance with PSBA (Project Scope and Budget Agreement) development with the MSBA; attendance for MSBA BOD meeting approving Schematic Design of the project
21	Feb-27	$ 25,000		
22	Mar-27	$ 25,000	Project Outreach	Assistance with Project Outreach

Feasibility Study/Schematic Design Phase Basic Services Total: $550,000

Our fee for Basic Services above excludes any Independent Cost Estimates, to be included in Owner's Budget.

Should the Feasibility Study duration extend beyond the anticipated 22-month schedule, we may request additional compensation based on the reoccurring level of effort.

Extra Services

Extra Services are as defined in Article 9 of the Contract. LeftField's hourly rates, which may be adjusted annually in January of each year, are as follows:

Personnel	Hourly Rate
Principal:	$262/hr.
Project Director:	$247/hr.
Senior Project Manager:	$205/hr.
Schedule Expert	$200/hr.
Design Review	$200/hr.
MEP Analyst	$178/hr.
Construction Expert:	$178/hr.
Educational Liaison:	$168/hr.
Relocation Manager:	$168/hr.
Assistant Project Manager:	$152/hr.
Project Site Representative:	$152/hr.
Financial Manager:	$120/hr.
Administrative Coordinator:	$95/hr.

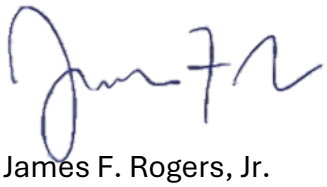
The Owners Project Manager shall be compensated for all other extra services, including but not limited to consultant and subcontractor costs, at cost plus ten percent (10%). No additional services will be provided without written authorization in advance of the work.

Reimbursable Expenses
Reimbursable Services are as defined in Article 10 of the Contract. If the Owners Project Manager hires a subconsultant for Extra Services as defined in Article 9, they shall be compensated at cost plus ten percent (10%).

All non-reimbursable expenses as defined (i.e. communication, limited printing, travel, ordinary office supplies) are included in the above lump sum price.

We look forward to working with the City of Medford, the District, and the Community on this exciting project.

Sincerely,
LeftField Project Management



James F. Rogers, Jr.
Principal

Attachments : Manpower Schedule
OPM Contract

Cc: Jen Carlson, LeftField
Matt Gulino, Leftfield
Linda Liporto, LeftField

LEFTFIELD Fee Development
Medford High School
2-May-25

			hourly rate	Feasibility January	Feasibility February	Feasibility March	Feasibility April	Feasibility May	Feasibility Jun	Feasibility Jul	Feasibility Aug	Feasibility Sep	Feasibility Oct	Feasibility Nov	Feasibility Dec
				2025											
Project Director	**Jen**	**$**	**247**						52	52	52	52	52	52	52
Senior Project Manage	**Matt**	**$**	**205**						69	69	69	69	69	69	69
Senior Project Manage	**Linda**	**$**	**205**						52	52	52	52	52	52	52
Principal	**Jim**	**$**	**262**						9	9	9	9	9	9	9
Education Liaison	**Adele**	**$**	**168**						35	35	35	35	35	35	35
	Total:								**$35,382**	**$35,382**	**$35,382**	**$35,382**	**$35,382**	**$35,382**	**$35,382**

			hourly rate	Feasibility Jan	Feasibility Feb	Feasibility Mar	Feasibility Apr	Feasibility May	Feasibility Jun	Feasibility Jul	Feasibility Aug	Feasibility Sep	Feasibility Oct	Feasibility Nov	Feasibility Dec
				2026											
Project Director	**Jen**	**$**	**247**	52	52	52	52	52	52	52	52	52	52	52	52
Senior Project Manage	**Matt**	**$**	**205**	69	69	69	69	69	69	69	69	69	69	69	69
Senior Project Manage	**Linda**	**$**	**205**	52	52	52	52	52	52	52	52	52	52	52	52
Principal	**Jim**	**$**	**262**	9	9	9	9	9	9	9	9	9	9	9	9
Education Liaison	**Adele**	**$**	**168**	35	35	35	35	17	17	17	17	17	17	17	17
	Total:			**$35,382**	**$35,382**	**$35,382**	**$35,382**	**$32,472**	**$32,472**	**$32,472**	**$32,472**	**$32,472**	**$32,472**	**$32,472**	**$32,472**

			hourly rate	Feasibility Jan	Feasibility Feb	Feasibility Mar	Feasibility Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
				2027											
Project Director	**Jen**	**$**	**247**	52	52	52	52								
Senior Project Manage	**Matt**	**$**	**205**	69	69	69	69								
Senior Project Manage	**Linda**	**$**	**205**	52	52	52	52								
Principal	**Jim**	**$**	**262**	9	9	9	9								
Education Liaison	**Adele**	**$**	**168**	17	17	17	17								
	Total:			**$35,382**	**$35,382**	**$35,382**	**$35,382**								

Total Feasibility Study Fee : $550,000

CONTRACT FOR PROJECT MANAGEMENT SERVICES

This Contract is made this _____ day of _____ in the year 2025 between
(day) (month) (year)
the City of Medford, Massachusetts, 85 George P Hassett Dr, Medford, Massachusetts 02155
(Owner) (street) (City) (State) (Zip Code)
hereinafter called "the Owner" and LeftField, LLC, PO Box 307, Hingham, Massachusetts 02043
(Owner's Project Manager) (street) (city) (State) (Zip Code)
hereinafter called the "Owner's Project Manager" to provide the Project Management services required to complete the Basic and Extra Services described herein at the Medford High School located at 489 Winthrop Street, Medford, Massachusetts, 02155.
(name/description of Project)

The Owner's Project Manager 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 Owner's Project Manager 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 Owner's Project Manager. If the Owner elects to construct the project pursuant to G.L. c. 149, the amendment to this Contract shall include the Authority's Base OPM Contract Amendment for DBB for Basic Services required for the design-bid-build construction delivery method. If the Owner elects to construct the project pursuant to G.L. c. 149A, the amendment to this Contract shall include the insertion of the Authority's Base OPM Contract Amendment for CM at Risk, for Basic Services required for the CM at Risk construction delivery method.

For the performance of the services required under this Contract for the Feasibility Study Phase and the Schematic Design Phase, the Owner's Project Manager shall be compensated by the Owner for Basic Services in accordance with the Payment Schedule included as Attachment A.

IN WITNESS WHEREOF, the Owner and the Owner's Project Manager have caused this Contract to be executed by their respective authorized officers.

OWNER

_____
(print name)

_____
(print title)

By _____
(signature and seal)

Date _____

OWNER'S PROJECT MANAGER

_____
(print name)

_____
(print title)

By _____
(signature)

Date _____

(Attach Certificate of Vote of Authorization)

CONTRACT FOR PROJECT MANAGEMENT SERVICES

This Contract is made this _____ (day) day of _____ (month) in the year _____ (year) between the _____ (Owner), _____ (street), _____ (City), Massachusetts (State), _____ (Zip Code) hereinafter called "the Owner" and _____ (Owner's Project Manager) _____, _____ (street), _____ (city), _____ (State), _____ (Zip Code) hereinafter called the "Owner's Project Manager" to provide the Project Management services required to complete the Basic and Extra Services described herein at _____ (name/description of Project)

The Owner's Project Manager 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 Owner's Project Manager 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 Owner's Project Manager. If the Owner elects to construct the project pursuant to G.L. c. 149, the amendment to this Contract shall include the Authority's Base OPM Contract Amendment for DBB for Basic Services required for the design-bid-build construction delivery method. If the Owner elects to construct the project pursuant to G.L. c. 149A, the amendment to this Contract shall include the insertion of the Authority's Base OPM Contract Amendment for CM at Risk, for Basic Services required for the CM at Risk construction delivery method.

For the performance of the services required under this Contract for the Feasibility Study Phase and the Schematic Design Phase, the Owner's Project Manager shall be compensated by the Owner for Basic Services in accordance with the Payment Schedule included as Attachment A.

IN WITNESS WHEREOF, the Owner and the Owner's Project Manager have caused this Contract to be executed by their respective authorized officers.

OWNER	OWNER'S PROJECT MANAGER
_____ (print name)	_____ (print name)
_____ (print title)	_____ (print title)
By _____ (signature and seal)	By _____ (signature)
Date _____	Date _____

(Attach Certificate of Vote of Authorization)

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ATTACHMENT A: PAYMENT SCHEDULE

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ARTICLE 1: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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 Owner's Project Managers contracting with Owners for projects receiving any funding from the Authority.

NON-TRADE CONTRACTOR – for purposes of a project utilizing the CM at Risk construction delivery method only, a subcontractor, as described in M.G.L. c. 149A, § 8(j), who is not a Trade Contractor, as defined herein, and who has a direct contractual relationship with a CM at Risk whether or not the work exceeds the threshold sum as identified in M.G.L. c. 149, § 44F(1).

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

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

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

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

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

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

PROJECT BUDGET – a complete and full enumeration of all costs of the Project, as defined in the Owner-Authority Project Scope and Budget Agreement or Project Funding Agreement.

PROJECT DIRECTOR – the employee of the Owner's Project Manager who has been designated in writing by the Owner's Project Manager as its authorized representative, as approved by the Owner, and subject to the approval of the Authority, pursuant to the requirements of M.G.L. c.149 §44A½ or G.L. c. 149A, § 2, as the case may be, for an "owner's project manager" and 963 CMR 2.00 et seq., and shall be the person who shall oversee and be responsible for all Project Management Services provided under this Contract. The Project Director shall be certified in the Massachusetts Certified Public Purchasing Official Program as administered by the Inspector General of the Commonwealth of Massachusetts.

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

PROJECT REPRESENTATIVE – the employee or a Subconsultant of the Owner's Project Manager, who shall be dedicated exclusively to the Project, on-site full-time during the Construction Phase in accordance with the requirements of Article 8.6.2.

PROJECT SCHEDULE – a complete list of all activities, time and sequence required to complete the Project, as defined in the Owner-Authority 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.

REIMBURSABLE SERVICES OR REIMBURSABLE EXPENSES – the cost of services requested by the Owner to be performed by the Owner's Project Manager or the cost of expenses paid by the Owner's Project Manager that are reimbursable pursuant to the provisions of Article 10.

SUBCONTRACTOR – for purposes of a project utilizing the design-bid-build construction delivery method pursuant to G.L. c. 149, a person or entity having a direct contractual relationship with the Contractor, who has the contract to perform the construction of the Project, except as otherwise specifically provided herein or as required by Law.

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

TRADE CONTRACTOR – for purposes of a project utilizing the CM at Risk construction delivery method only, subcontractors having a direct contractual relationship with a CM at Risk pursuant to G.L. c. 149A, § 8 (a)-(i), to perform one or more so-called sub-bid classes of work listed in M.G.L. c.149 §44F and all other sub-bid classes of work selected by the public agency for the Project, provided the sub-bid work meets or exceed the threshold sum identified in M.G.L. 149 §44F(1).

ARTICLE 2: RELATIONSHIP OF THE PARTIES

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

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

2.3 The Owner's Project Manager shall perform its services under this Contract with no less than that degree of skill and care ordinarily exercised by similarly situated members of the Owner's Project Manager's profession on projects of similar size, scope and complexity as is involved on the Project. The Owner's Project Manager's services shall be rendered in accordance with this Contract.

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

2.5 The Parties hereto agree that the 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 Agreement or the Owner-CM at Risk Agreement. The Owner's Project Manager shall be responsible for the Owner's Project Manager's negligent acts or omissions but shall not have control over or charge over acts or omissions of the Contractors, CM at Risk, Subcontractors, Trade Contractors or Non-Trade Contractors or the agents or employees of the Contractor, CM at Risk, Subcontractors, Trade Contractors or Non-Trade Contractors the Designer, the Authority, the Owner or the Commissioning Consultant.

2.6 Nothing in this Contract shall be construed as an assumption by the Owner's Project Manager of the responsibilities or duties of the Contractor or the CM at Risk or the Designer. The Owner's Project Manager's services shall be rendered compatibly and in coordination with the services provided by the Designer. It is not intended that the services of the Owner's Project Manager and Designer be competitive or duplicative, but rather complementary. The Owner's Project Manager shall be entitled to rely upon the Designer and 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 be responsible to oversee and monitor the performance of the Owner's Project Manager to ensure that it performs its obligations in a satisfactory manner. The Owner shall provide the necessary general direction and broad management coordination required to execute the Project.

3.2. The Owner shall designate an individual or individuals who shall have the authority to act on behalf of the Owner under this Contract and who shall be responsible for day-to-day communication between the Owner and the Owner's Project Manager.

3.3 Upon satisfactory completion of services performed, the Owner shall make payments to the Owner's Project Manager as provided in Articles 7, 8, 9 and 10.

3.4 The Owner shall be responsible for requiring the Contractor or CM at Risk and/or the Designer to comply with their respective contract obligations and to cooperate with the Owner's Project Manager.

3.5 The Owner shall provide timely information with respect to its requirements relative to the Project Schedule and the Project Budget, and shall further give timely notice to the Owner's Project Manager of any changes or modifications to the same.

3.6 To the extent such data is available, the Owner shall furnish to the Owner's Project Manager existing surveys of the Project site, building plans, borings, test pits, structural, mechanical, chemical or other test data, tests for air and water pollution and for hazardous materials, photographs and utility information. The Owner's Project Manager shall be entitled to reasonably rely upon the sufficiency and accuracy of the information furnished under this Article 3.6, provided that the Owner's Project Manager shall notify the Owner in writing of any deficiencies in such data that the Owner's Project Manager becomes aware of.

ARTICLE 4: RESPONSIBILITIES OF THE OWNER'S PROJECT MANAGER

4.1 The Owner's Project Manager shall provide project management services to monitor procurement procedures, design, construction and other related activities and to facilitate, coordinate and manage the Project with respect to timely performance in accordance with the Project Schedule and monitor the quality of services and workmanship and shall recommend courses of action to the Owner when respective contractual requirements are not being fulfilled. Services shall continue through substantial use and occupancy by the Owner, and Project closeout. As part of Basic Services, the Owner's Project Manager shall provide information as requested during final auditing as conducted by the Authority.

4.2 The Owner's Project Manager shall perform the services required under this Contract in conformance with applicable federal, state, and local laws, ordinances and regulations.

4.3 The Owner's Project Manager shall report to the Owner any act or inaction in connection with the Project which the Owner's Project Manager believes creates a substantial health or safety risk. Notwithstanding the immediately preceding sentence, the Owner's Project Manager shall not assume responsibility for safety precautions and programs in connection with the Project, which shall remain the sole responsibility of the Contractor or CM at Risk, as the case may be.

4.4 The Owner's Project Manager shall comply with 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. The Owner shall reasonably compensate the Owner's Project Manager for complying with any such term or condition or directive, that was not provided to or was not readily available to the Owner's Project Manager prior to such Services being performed and that materially impacts the Owner's Project Manager's scope, or other aspect of its Services, Fee, schedule, or any obligations and responsibilities under this Contract.

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

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

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

ARTICLE 5: SUBCONSULTANTS

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

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

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

5.4 The OPM shall be responsible for all compensation to be paid to a subconsultant. No Subconsultant shall have recourse against the Owner or the Authority for payment of monies

alleged to be owed to the Subconsultant by the Owner's Project Manager, and the Owner's Project Manager shall include in all contracts with its Subconsultants language so providing.

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

ARTICLE 6: TERM AND TIMELY PERFORMANCE

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

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

6.3 The Owner's Project Manager's services are to be provided in accordance with the time schedule set forth in the Feasibility Study Agreement and the Project Scope and Budget Agreement. If the schedule changes causing the need for revisions to the Owner's Project Manager's services, the Owner's Project Manager shall notify the Owner of the revisions to its services. The Owner shall have the right to extend the term of this Contract by amendment. All the rights and obligations of the parties for such extended periods shall be as set forth in this Contract or in the amendment.

ARTICLE 7: COMPENSATION

7.1 For the satisfactory performance of all services required pursuant to this Contract, excluding those services specified under Articles 9 and 10, the Owner's Project Manager shall be compensated by the Owner in an amount up to the Not-to-Exceed Fee for Basic Services, identified on Attachment A. The Owner's Project Manager shall submit invoices on a monthly basis in accordance with the Payment Schedule included as Attachment A. The Owner shall make payments to the Owner's Project Manager within 30 days of the Owner's approval of the invoice, which approval shall not be unreasonably withheld or delayed.

7.2 The Fee for Basic Services shall include, but not necessarily be limited to, all labor, overhead, profit, insurance, legal services, transportation, communication expenses, reasonable printing and copying necessary for completion of the Project. The fee for Basic Services also shall include (a) the costs of rebidding and resolicitation of proposals, bids, or

qualifications if due to the fault of the Owner's Project Manager, and (b) assisting the Owner as provided by section 8.1.4.2 in litigation or resolution of claims or other administrative proceedings associated with a bid protest arising out of the Designer contract or the construction contract and for assistance beyond the requirements of 8.1.4.2 if such litigation or claims are due to the fault of the Owner's Project Manager.

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

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

ARTICLE 8: BASIC SERVICES

The Owner's Project Manager shall perform the following Basic Services:

8.1 Project Management (For All Phases)

8.1.1 The Owner's Project Manager shall prepare a communication and document control procedure during the Feasibility Study/Schematic Design Phase and continue to update it as specified for the duration of the Project. This procedure shall detail the responsibilities and lines of communication among all Project participants (Owner, Authority, Owner's Project Manager, Designer, Contractor or CM at Risk, Subcontractors, Trade Contractors, Non-Trade Contractors and other consultants, vendors or suppliers) and establish the procedure for correspondence, document control, designer and contractor or CM at Risk submittal logs, change order reporting logs and other tracking logs, as needed. The Owner's Project Manager shall include the Designer in its distribution of the Project Budget, Schedule, Monthly Progress Report and other reports as appropriate and as outlined in the Communications Plan.

8.1.1.2 The Owner's Project Manager shall assist the Owner in the preparation of all information, material, documentation, and reports that may be required or requested by the Authority, including without limitation, documentation related to incentive reimbursement percentage points that may be awarded to the Owner by the Authority, requests for reimbursement, and audit materials.

8.1.1.3 The Owner's Project Manager shall prepare agendas for and attend school building committee meetings, attend meetings with other representatives of the Owner, municipal administration and the school department, and attend neighborhood meetings relating to the Project, and participate as a member of the Owner's Prequalification Committee, The Owner's Project Manager shall take minutes of all of the above-referenced meetings and promptly distribute minutes of these meetings to the Owner.

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

8.1.2 Project Control

During the Feasibility Study/Schematic Design Phase of this Contract, the Owner's Project Manager shall monitor and report to the Owner and the Authority any changes to the Feasibility Study Budget, Scope and Schedule established in the Owner-Authority Feasibility Study Agreement.

8.1.2.1 Project Budget

The Owner's Project Manager shall prepare a detailed baseline Project Budget in a form acceptable to the Owner and the Authority, which will be reviewed and agreed upon by the Owner and the Authority as part of the Project Scope and Budget Agreement and further subject to approval by the MSBA. The Owner's Project Manager shall monitor and compare all Designer estimates, contractor bids, Guaranteed Maximum Price (if applicable), and other cost information to this Project Budget and identify and report all variances to the Owner and the Authority. The Owner's Project Manager shall maintain and update the baseline Project Budget throughout the term of this Contract. The Owner's Project Manager shall report any variances to the baseline Project Budget as part of the Monthly Progress Report.

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

8.1.2.2 Cost Estimating

The Owner's Project Manager shall prepare detailed independent cost estimates at each Design phase (feasibility/schematic).when required by the Owner. If the Owner requires the Owner's Project Manager to prepare an independent cost estimate, the Owner's Project Manager shall compare its cost estimate to that prepared by the Designer to identify and notify the Owner of any variances.

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

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

During the schematic design Phase, the Owner's Project Manager shall prepare a construction cost estimate in Uniformat II Level 2 format with aggregated unit rates and quantities supporting each item.

8.1.2.3 Project Schedule

The Owner's Project Manager shall prepare a Project Schedule in a form acceptable to the Owner and the Authority, which will be reviewed and agreed upon by the Authority as part of the Project Scope and Budget Agreement and further subject to approval by the Authority.

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

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8.1.3 Monthly Progress Report

The Owner's Project Manager shall submit to the Owner and the Authority no later than the twelfth day of each calendar month a written Monthly Progress Report summarizing activity during the preceding calendar month. The Monthly Progress Report shall be submitted in a format acceptable to the Authority and shall describe work performed by all project participants (OPM, Designer, Contractor or CM at Risk) during the reporting period and work planned for the next reporting period. The report shall also address matters of schedule adherence (Project Schedule as well as individual completion percentages for design and construction), costs to date (updated Project Budget and actual expenses incurred), change orders and potential change orders, cash flow projections, Contractor's or CM at Risk's safety performance, Designer's QA/QC, Contractor's or CM at Risk's environmental compliance, community issues, Designer and Contractor or CM at Risk's MBE/WBE activities, the Designer and Contractor or CM at Risk's M.G.L. c. 149 Workforce Participation activities, any issues that could result in additional time and/or additional costs and any anticipated problems/concerns together with recommended solutions.

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8.1.5 MBE/WBE and Workforce Participation Compliance Monitoring (All Phases)

(a) The Owner's Project Manager shall monitor and report on the Designer's and Contractor's or CM at Risk's compliance with MBE/WBE requirements as set forth in M.G.L. c. 7C, §6 and M.G.L. c. 7, §61.
(b) The Owner's Project Manager shall monitor and report on the Designer's and Contractor's or CM at Risk's compliance with the Commonwealth's Workforce Participation requirements set forth in M.G.L. c. 149, § 44A(2)(g).

8.1.6 Site Investigations and Environmental Testing

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

services or testing need to be performed shall rest with the Owner or Designer.

8.1.7 Project Records and Reports (All Phases)

The Owner's Project Manager shall maintain a complete Project file including, but not necessarily limited to, a copy of the executed agreements of the Owner-Owner's Project Manager, Owner-Architect/Engineer and the Owner-Contractor or Owner- CM at Risk, including copies of performance and payment bonds, a master list of permits, certificates of insurance, licenses and approvals for the Project, correspondence, daily reports, payment records, shop drawings, submittals, project schedules, requests for information, change orders/amendments, change directives and meeting minutes. The Owner's Project Manager shall assist the Owner in responding to any public records request received by the Owner.

8.2 Feasibility Study/Schematic Design Phase

8.2.1 Designer Selection

The Owner's Project Manager shall coordinate the designer selection process for the Owner in accordance with the Authority's Designer Selection Guidelines. Services shall include:

8.2.1.1 The Owner's Project Manager shall assist the Owner in preparing the schedule for designer selection, advertisement, request for services, selection criteria and other materials required for the application package in accordance with Authority guidelines and submit to the Authority for review and approval prior to advertising.

8.2.1.2 The Owner's Project Manager shall record the names and addresses of all designers who request an application package, shall notify all interested designers of any changes to the request for services or application package and shall respond to project specific questions. The Owner's Project Manager shall complete reference checks on all applicants and provide the Owner with a report on the references.

8.2.1.3 The Owner's Project Manager shall review each submitted application to be sure it is complete and shall submit the application packages as well as the completed references to the Authority at least two weeks before the targeted Designer Selection Panel meeting.

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

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

8.2.2 Feasibility Study/Schematic Design

The Owner's Project Manager shall monitor the activities and responsibilities of the Designer during this phase and assist the Owner in the review of the proposed scope, schedule and budget, developed by the Designer, including the review of the Designer's preliminary drawings. The Owner's Project Manager shall:

a. Prepare independent construction cost estimates pursuant to Section

8.1.2.2 of this Contract for comparison with the Designer's cost estimates. (Two estimates during Task 8.2.2)

b. Work with the Owner and Designer to prepare the Project Schedule.

8.2.2.1 The Owner's Project Manager shall review the schematic design to recommend Value Engineering Changes (VEC) to the Owner. A Value Engineering Change shall include an analysis of the constructability, cost, quality and schedule impact. The Designer will be responsible for a thorough review and recommendation on the technical merit of any VEC.

8.2.2.2 The Owner's Project Manager shall lead design coordination meetings every two weeks, between the Designer and the Owner and, as required, the Authority, to provide for review and discussion of design/engineering related issues. The Owner's Project Manager shall provide technical assistance to the Owner. The Owner's Project Manager shall take and distribute minutes of these meetings to the Owner.

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

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

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

8.2.2.6 The Owner's Project Manager shall assist the Owner with the completion of grant applications for funding for the study of green design strategies and assist by identifying green strategies, as appropriate, for study during this phase. The Owner's Project Manager shall assist the Owner and Designer, as needed, in the preparation of the certification required for Green Schools in accordance with the current edition of the MA-CHPS or LEED for Schools guidelines.

8.2.2.7 The Owner's Project Manager shall assist the Owner in determining the appropriate construction delivery methodology for the Proposed Project. In providing such assistance, the Owner's Project Manager, in conjunction with the Designer, 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 services provided by the Owner's Project Manager in assisting and advising the Owner in its determination of the appropriate construction delivery methodology shall be included in Basic Services.

If the Owner elects to proceed with the CM at Risk construction delivery method when directed by the Owner, the Owner's Project Manager shall, in a

timely manner, assist and advise the Owner in properly preparing and submitting to the Office of the Inspector General, the application to proceed with the CM at Risk construction delivery method and in obtaining a notice to proceed, in accordance with the provisions of M.G.L. c. 149A, § 4, and the applicable regulations and procedures promulgated by the Inspector General. The Owner's Project Manager shall assist the Owner in correcting and resubmitting the application to proceed, as necessary, and in responding to any requests for additional information from the office of the Inspector General.. The services provided by the Owner's Project Manager in assisting and advising the Owner with the preparation and submission of the application to proceed with the CM at Risk construction delivery method shall be included in Basic Services.

If the Inspector General issues a notice to proceed with the CM at Risk delivery method, and if the Owner, at its option, authorizes the Owner's Project Manager to perform services for subsequent design phases and/or the Construction Phases and Completion Phase, the Parties will enter into a mutually agreed upon amendment to this Contract using the amended Contract language for CM at Risk delivery method prescribed by the Authority. In the event that the Inspector General does not issue a notice to proceed with the CM at Risk delivery method, the Owner, at its option, may elect to construct the project in accordance with the provisions of M.G.L. c. 149.

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ARTICLE 9: EXTRA SERVICES

9.1 General

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

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

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

9.2 Unless specifically prohibited elsewhere and with the prior written Approval of the Owner, the Owner's Project Manager shall perform any of the following services as Extra Services:

9.2.1 Preparing special studies, reports, or applications at the written direction of the Owner, other than those specifically required herein as part of Basic Services;

9.2.2 Assisting in the appeals process of permitting boards or commissions;

9.2.3 Rebidding, resolicitation, or re-advertising for bids, proposals, or qualifications unless made necessary by the fault of the Owner's Project Manager, in which events such rebidding shall be deemed part of Basic Services;

9.2.4 Furnishing services in connection with a bid protest filed in court or with the Office of the Attorney General, provided such activities did not arise due to the fault of the Owner's Project Manager;

9.2.5 Furnishing services in excess of Basic Services made necessary by the termination of the General Contractor or CM at Risk;

9.2.6 Providing consultation with respect to replacement of work damaged by fire or other casualty during construction;

9.2.7 Assisting the Owner in litigation, claims resolution or non-binding mediation arising out of the Designer contract or the construction contract, provided such litigation or claims did not arise due to the fault of the Owner's Project Manager; and

9.2.8 Providing other services requested by the Owner that are not included as Basic Services pursuant to this Contract.

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

ARTICLE 10: REIMBURSABLE EXPENSES

10.1 For coordination and responsibility for the work described in the following paragraphs 10.1.1 and 10.1.2, the Owner's Project Manager shall be reimbursed its actual costs and those of its Subconsultants, supported by invoices or receipts, plus 10%. The following are reimbursable expenses:

10.1.1 Certain out of pocket expenses paid by the Owner's Project Manager such as filing fees, and permit fees that are normally paid by the Owner; travel to fabrication or manufacturing locations to identify completed, identified, and stored materials or equipment specifically for the Project; field office furnishings.

10.1.2 Any other specially authorized reimbursement deemed essential by the Owner, in the Owner's sole discretion, in writing.

10.2 Non-Reimbursable Items: The Owner shall not reimburse the Owner's Project Manager or its Subconsultants for travel expenses, sustenance, telephone, facsimiles, electronic mails, postage and delivery expenses, unless specifically required elsewhere in this Contract.

10.3 The Owner's Project Manager shall not be entitled to compensation under this Article for the services of Subconsultants hired to perform Basic Services under this Contract. If a Subconsultant hired to perform Basic Services performs Extra Services approved by the Owner, compensation for such Extra Services shall be made under Article 9.

ARTICLE 11: RELEASE AND DISCHARGE

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

ARTICLE 12: ASSIGNMENT, SUSPENSION, TERMINATION

12.1 Assignment:

12.1.1 The Owner's Project Manager shall not assign or transfer any part of its services or obligations under this Contract (other than as specified in Article 5), without the prior written approval of the Owner and the Authority. Likewise, any successor to the Owner's Project Manager 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 Owner's Project Manager or its assignee from its responsibilities under this Contract.

12.2 Suspension

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

12.3 Termination

12.3.1 By written notice to the Owner's Project Manager, the Owner may, with prior written approval of the Authority, terminate this Contract at any time with or without cause. If such termination shall occur through no fault of the Owner's Project Manager, all compensation and reimbursement due to the Owner's Project Manager in accordance with the Contract terms, for work satisfactorily performed up to the date of termination, including proportionate payment for portions of the work started but incomplete at the time of termination, shall be paid to the Owner's Project Manager, provided no payment shall be made for work not yet performed or for anticipated profit on unperformed work. If such termination is for cause then

no further payment shall be due to the Owner's Project Manager beyond the date of termination.

12.3.2 By written notice to the Owner and the Authority, the Owner's Project Manager may terminate this Contract:

(a) if the Owner, within thirty (30) days following written notice from the Owner's Project Manager of any material default by the Owner under the Contract, shall have failed to cure such default; or

(b) if, after the Owner's Project Manager has performed all services required during any phase prior to construction, at least six (6) months have elapsed without receipt by the Owner's Project Manager of Approval to proceed with the next Phase of the Project, provided the delay was not the fault of the Owner's Project Manager. This provision shall not apply to an Owner's Project Manager who has received a notice of suspension pursuant to Article 12.2.

(c) Upon a proper termination by the Owner's Project Manager, the Owner's Project Manager shall be compensated as provided in 12.3.1 above regarding termination without cause.

ARTICLE 13: NOTICES

13.1 Any notice required to be given by the Owner or Authority to the Owner's Project Manager, or by the Owner's Project Manager to the Owner or Authority, shall be deemed to have been so given, whether or not received, if mailed by certified or registered mail to the Owner's Project Manager or the Owner at the addresses indicated on page one or to the Authority at 40 Broad Street, Boston, Massachusetts 02109. Notices to the Authority shall be sent to the attention of the Director of Capital Planning.

ARTICLE 14: INDEMNIFICATION OF OWNER AND AUTHORITY

14.1 With respect to professional services rendered by Owner's Project Manager, to the fullest extent permitted by law, Owner's Project Manager shall defend, 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 any of the provisions of this Contract by the Owner's Project Manager, a person employed by the Owner's Project Manager, or any of its Subconsultants.

14.2 With respect to non-professional services rendered by Owner's Project Manager, to the fullest extent permitted by law, Owner's Project Manager 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 and/or the Authority arising out of or resulting 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 to the extent caused by an act or omission of the Owner's Project Manager, a person employed by the Owner's Project Manager, or any of its Subconsultants.

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

ARTICLE 15: INSURANCE

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

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

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

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

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

15.6 The Owner's Project Manager or its Subconsultant, as the case may be, is responsible for the payment of any and all deductibles under all of the insurance required by this Contract. Neither the Owner nor the Authority shall be responsible for the payment of deductibles, self-insured retentions or any portion thereof.

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

The Owner's Project Manager 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:

15.7.1 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.

15.7.2 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 Owner's Project Manager 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 added as an additional insured on this policy. The policy shall be endorsed to waive the insurer's rights of subrogation against the Owner and the Authority.

15.7.3 Comprehensive Automobile Liability Insurance (including owned, non-owned and hired vehicles) at limits of not less than:

a. $1,000,000 Each Person for Bodily Injury;
b. $1,000,000 Each Accident for Bodily Injury; and
c. $1,000,000 Each Accident for Property Damage.

15.7.4 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 this Contract or by the Agreement between the Owner and the Designer in the event of loss or destruction while in the custody of the Owner's Project Manager 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.

15.8 Professional Liability

The Owner's Project Manager shall maintain professional liability insurance covering errors and omissions and negligent acts of the Owner's Project Manager and of any person or entity for whose performance the Owner's Project Manager is legally liable at all times while services are being performed under this Contract. Certificates of professional liability insurance evidencing such coverage shall be provided to the Owner on or before the effective date of this Contract and for a 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 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 Construction Contract and the taking of possession of the Project for occupancy by the Owner. The certificates shall indicate a retroactive date that is no later than the effective date of this Contract and a limit of not less than $1,000,000.

In the event that the Owner terminates this Contract at or before the completion of the Feasibility Study/Schematic Design Phase "without cause" as provided in Article 12.3.1; or the Contract term ends pursuant to its own provisions at the completion of the Feasibility Study/Schematic Design Phase and the Contract is not amended to authorize the Owner's Project Manager to perform services for subsequent design phases, Construction Phases and/or Completion Phase; or the Owner otherwise elects not to proceed with the Project beyond the Feasibility Study/Schematic Design Phase, either because the Owner lacks sufficient funding for the Project or because the Authority's Board of Directors does not approve the Project to proceed beyond the Feasibility Study/Schematic Design Phase, the Owner may, subject to the written approval of the Authority, amend this Article 15.8.

15.9 Liability of the Owner's Project Manager

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

15.10 Waiver of Subrogation

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

ARTICLE 16: OWNERSHIP OF DOCUMENTS

16.1 Unless provided otherwise by law, ownership and possession of all information, data, reports, studies, designs, drawings, specifications, materials, documents, models, and any other documentation, product or tangible materials authored or prepared, in whole or in

part, or purchased, obtained, created by the Owner's Project Manager pursuant to this Contract (collectively, the "Materials"), other than the Owner's Project Manager's administrative communications, records, and files relating to this Contract, shall be the sole property of, and shall vest in, the Owner as "works made for hire" or otherwise. The Owner will own the exclusive rights, worldwide and royalty-free, to and in all Materials prepared and produced by the Owner's Project Manager pursuant to this Contract, including, but not limited to, United States and International patents, copyrights, trade secrets, know-how and any other intellectual property rights, and the Owner shall have the exclusive, unlimited and unrestricted right, worldwide and royalty-free, to publish, reproduce, distribute, transmit and publicly display all Materials prepared by the Owner's Project Manager. At the completion or termination of the Owner's Project Manager's services, all original Materials shall be promptly turned over to the Owner.

ARTICLE 17: REGULATORY AND STATUTORY REQUIREMENTS

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

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

17.1.2 The Contract price and any additions to the Contract may be adjusted within one 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 non-current wage rates or other costs.

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

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

17.4 Interest of Owner's Project Manager: The Owner's Project Manager hereby certifies that it is in compliance with the provisions of General Laws Chapter 268A whenever

applicable. The Owner's Project Manager covenants that 1) he/she presently has no financial interest and shall not acquire any such interest direct or indirect, which would conflict in any manner or degree with the services required to be performed under this Contract or which would violate 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 Owner's Project Manager; and 3) no partner or employee of the firm is related by blood or marriage to any officer, official, or employee of the Owner, unless approved by the State Ethics Commission.

17.5 Equal Opportunity: The Owner's Project Manager shall not discriminate in employment against any person on the basis of race, color, religion, national origin, sex, sexual orientation, age, ancestry, disability, marital status, veteran status, membership in the armed forces, presence of children, or political beliefs. The Owner's Project Manager shall comply with all provisions of Title VI of the Civil Rights Act of 1964 and M.G.L c.151B.

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

17.7 Governing Law: This Contract shall be governed by the laws of the Commonwealth of Massachusetts.

17.8 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, or are unable to convene mediation within 90 days of first attempting to do so, then either party may file suit in accordance with Article 17.9; and (d) This paragraph of dispute resolution provisions shall survive termination of this Contract.

17.9 Venue: Any suit by either party arising under this Contract shall be brought only in the a court of competent jurisdiction 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.

ATTACHMENT A

PAYMENT SCHEDULE

In consideration of Owner's Project Manager's delivery of Basic Services, the Owner shall pay the Owner's Project Manager on an hourly basis, up to a total fee that shall not exceed $**[*insert total fee amount*]**. The $**[*insert total fee amount*]** fee is a cap for Basic Services related to this Contract, and the actual amount paid by the Owner for Basic Services required during the duration of this Contract may be an amount less than $**[*insert total fee amount*]**. The Owner's Project Manager shall invoice the Owner based on hours worked pursuant to this Contract, according to the hourly rates below and the schedule set forth below. During the course of this Contract, the rates in effect shall not be increased above those delineated in the following table:

Hourly Rate Schedule

Title	**Rate/Hr.**

The Owner's Project Manager shall perform the Services in accordance with the following Schedule:

Project Phase/Item of Work	**Not-to-Exceed Fee**	**Completion Date**
Feasibility Study/Schematic Design Phase		
Design Development/Construction Document/Bidding Phase		
Construction Phase/Final Completion		
Extra Services (Identify by Category)		
Reimbursable Services (Identify by Category)		
Independent Cost Estimates		
Task 8.2.2 – Up to two estimates	$X/per estimate	N/A
Task 8.4.2 – One Estimate	$X/per estimate	N/A

ATTACHMENT A

PAYMENT SCHEDULE

In consideration of Owner's Project Manager's delivery of Basic Services, the Owner shall pay the Owner's Project Manager on an hourly basis, up to a total fee that shall not exceed **$550,000.00**. The **$550,000.00** fee is a cap for Basic Services related to this Contract, and the actual amount paid by the Owner for Basic Services required during the duration of this Contract may be an amount less than **$550,000.00**. The Owner's Project Manager shall invoice the Owner based on hours worked pursuant to this Contract, according to the hourly rates below and the schedule set forth below. During the course of this Contract, the rates in effect shall not be increased above those delineated in the following table:

Hourly Rate Schedule

Title	Rate/Hr.
Principal	$262/hr
Project Director	$247/hr
Senior Project Manager	$205/hr
Schedule Expert	$200/hr
Design Review	$200/hr
MEP Analyst	$178/hr
Construction Expert	$178/hr
Educational Liason	$168/hr
Relocation Manager	$168/hr
Assistant Project Manager	$152/hr
Project Site Representative	$152/hr
Financial Manager	$120/hr
Administrative Coordinator	$95/hr

The Owner's Project Manager shall perform the Services in accordance with the following Schedule:

Project Phase/Item of Work	Not-to-Exceed Fee	Completion Date
Feasibility Study/Schematic Design Phase	$550,000.00	March 2027
Design Development/Construction Document/Bidding Phase		
Construction Phase/Final Completion		
Extra Services (Identify by Category)		
Reimbursable Services (Identify by Category)		

Independent Cost Estimates

Task 8.2.2 – Up to two estimates	$15,000/per estimate	N/A
Task 8.4.2 – One Estimate	$30,000/per estimate	N/A

MEDFORD HIGH SCHOOL

PROJECT TEAM ORGANIZATION



Jim Rogers
Principal in Charge



Jen Carlson
Project Director



Matt Gulino
Senior Project Manager



Linda Liporto
Senior Project Manager

Team of Experts



Adele Sands
Education Liaison



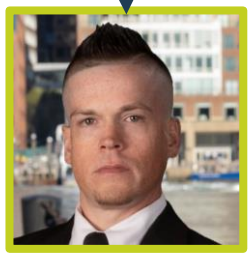
Lynn Stapleton
Project Advisor



Kevin Sullivan
Project Advisor



Jay Faxon
MEP Expert



Josh Brewster
Move Management
Specialist



Terence Connolly
Quality & Design Review/
Value Management



Ryan Mahoney
Site Representative

ATTACHMENT C – OPM APPLICATION FORM

Owner's Project Manager Application Form – March 2017

1. Project Name/Location for Which Firm is Filing:
Project Management Services for the design, construction, addition to and/or renovation of the Medford High School in Medford, Massachusetts

1a. MSBA Project Number: N/A

2a. Respondent, Firm (Or Joint-Venture) - Name And Address Of Primary Office To Perform The Work:

LeftField
101 Federal Street, Suite 1900
Boston, MA 02110

2b. Name And Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:

2c. Date Present And Predecessor Firms Were Established:

2007

2d. Name And Address Of Parent Company, If Any:

2e. Federal ID #: **81-1007791**

2f. Name of Proposed Project Director: **Jennifer Carlson**

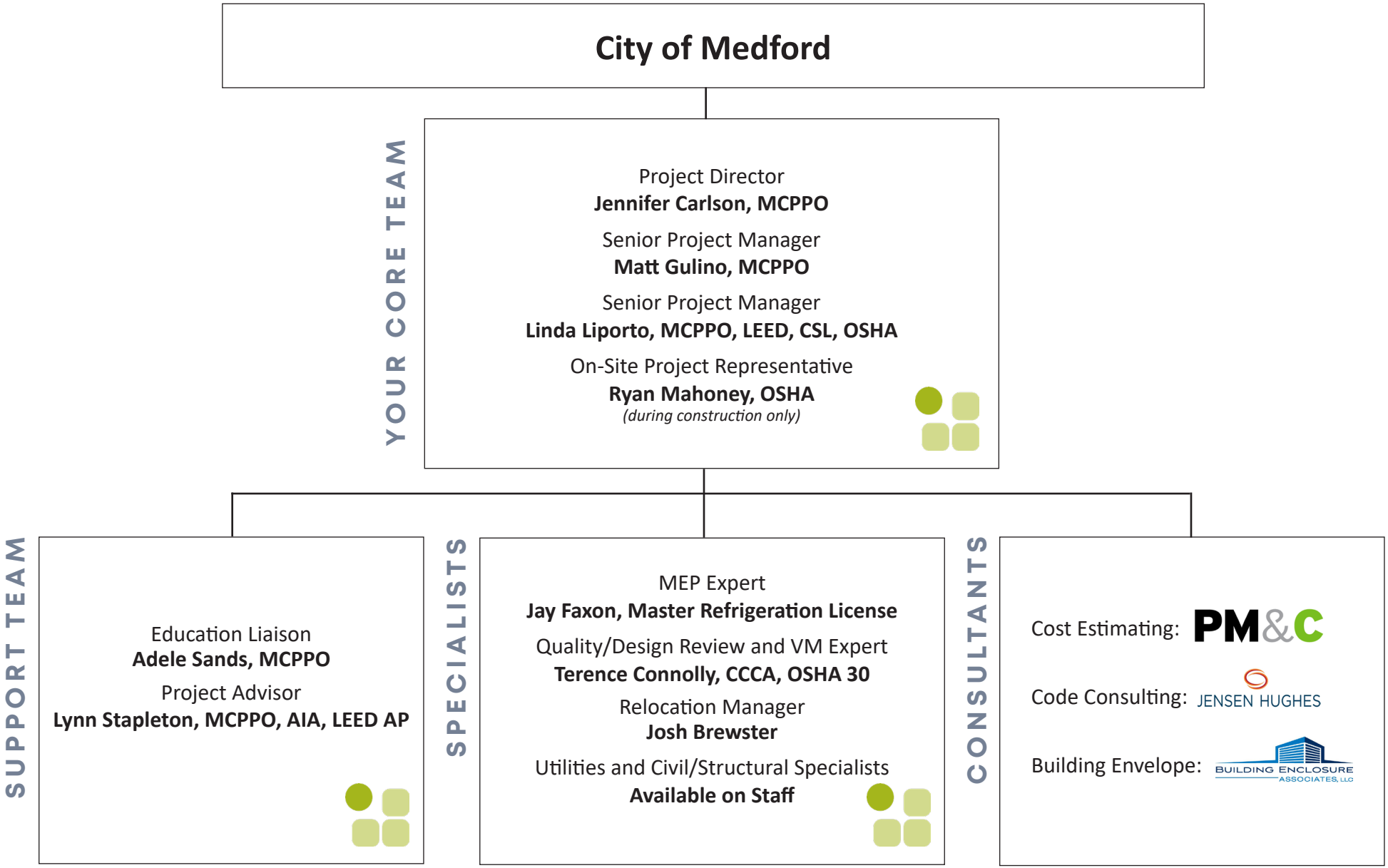
3. Personnel From Prime Firm Included In Question #2 Above By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline):

Admin. Personnel	3	Electrical Engrs.		Value Engineering		
Architects	3*	Environmental Engrs.		Education Liaison	1	
Acoustical Engrs.		Licensed Site Professionals		Cost Managers	1	
Civil Engrs.	1*	Mechanical Engrs./Experts	3*	Field Supervision	6*	
Code Specialists		Constructability Review		Project Managers	30*	
Construction Inspectors		Schedule Analysis		Relocation Manager	1	
Cost Estimators		Quality Control & Safety				
				Total	49	

Note that our Project Managers, Architects, Engineers, Field Supervisors and Specialists all manage Value Engineering, Quality Control, Schedule Analysis and Constructability Review.

4. Has this Joint-Venture previously worked together? ❑ Yes ❑ No ✓ N/A

5. List ONLY Those Prime and Sub-Consultant Personnel identified as Key personnel in the Response to Request for Services. This Information Should Be Presented Below In The Form Of An Organizational Chart modified to fit the firm's proposed management approach. Include Name of Firm And Name Of The Person:



6. Brief Resume for Key Personnel ONLY as indicated in the Request for Services. Resumes Should Be Consistent With The Persons Listed On The Organizational Chart In Question # 5. Additional Sheets Should Be Provided Only As Required For The Number Of Key Personnel And They Must Be In The Format Provided. By Including A Firm As A Subconsultant, The Prime Applicant Certifies That The Listed Firm Has Agreed To Work On This Project, Should The Team Be Selected.

a. Name And Title: Jennifer Carlson, Senior Project Manager



b. Project Assignment: Project Director

c. **Name And Address Of Office:**

LeftField
101 Federal Street
Boston, MA 02110

d. Years Experience: With This Firm: 5 With Other Firms: 12

e. Education: Degree(s) /Year/Specialization

Northeastern University / Architecture / Bachelor of Science

f. Date of MCPPO Certification:
March 2023

g. Applicable Registrations and Certifications :

MCCPO

h. Current Work Assignments And Availability For This Project:
Current Projects: Galvin Middle School 30%, Agawam High School 20%
Jen is available to serve on this project 30% or more

i. Other Experience And Qualifications Relevant To The Proposed Project:

<u>LeftField - OPM</u>
South Shore Technical High School, Hanover, MA
William H. Galvin Middle School, Canton, MA
Pickering Middle School, Lynn, MA
Driscoll School, Brookline, MA
John R. Pierce School, Brookline, MA

<u>NV5 (formerly Joslin Lesser & Associates) - OPM</u>
Hildreth Elementary School, Harvard, MA
Galvin Middle School, Wakefield, MA
Wilmington High School, Wilmington, MA
Thurgood Marshall Middle School, Lynn, MA
Caleb Dustin Hunking School, Haverhill, MA
Rafael Hernandez Elementary School, Boston, MA
Patrick Lyndon Elementary School, Boston, MA

a. Name And Title: Matt Gulino, Project Manager



b. Project Assignment: Senior Project Manager

c. **Name And Address Of Office:**

LeftField
101 Federal Street
Boston, MA 02110

d. Years Experience: With This Firm: 1 With Other Firms: 12

e. Education: Degree(s) /Year/Specialization

Bachelor of Science / Building and Construction Technology / UMass Amherst
Bachelor of Science / Construction Management / UMass Amherst

f. Date of MCPPO Certification:
June 2024

g. Applicable Registrations and Certifications :

MCCPO

h. Current Work Assignments And Availability For This Project:
Current Projects: Revere High School 20%
Matt is available to serve on this project 40% or more

i. Other Experience And Qualifications Relevant To The Proposed Project:

<u>LeftField - OPM</u>
Revere High School, Revere, MA
Madison Park Technical Vocational High School, Boston, MA

<u>PMA Consultants - OPM</u>
Somerville High School, Somerville, MA
Hamilton-Wenham Elementary School, Wenham, MA
Rockland Elementary School, Rockland, MA
Norfolk H. Olive Day Elementary School, Norfolk, MA
Sharon High School, Sharon, MA
Encore Boston Casino, Boston, MA

<u>Consigli Construction</u>
Methuen High School Renovation and Addition, Methuen, MA
Framingham State University Planetarium, Framingham, MA

6. Brief Resume for Key Personnel ONLY as indicated in the Request for Services. Resumes Should Be Consistent With The Persons Listed On The Organizational Chart In Question # 5. Additional Sheets Should Be Provided Only As Required For The Number Of Key Personnel And They Must Be In The Format Provided. By Including A Firm As A Subconsultant, The Prime Applicant Certifies That The Listed Firm Has Agreed To Work On This Project, Should The Team Be Selected.

a. Name And Title: Linda Liporto, Director



b. Project Assignment: Senior Project Manager

c. **Name And Address Of Office:**

LeftField
101 Federal Street
Boston, MA 02110

d. Years Experience: With This Firm: 4 With Other Firms: 18

e. Education: Degree(s) /Year/Specialization

N/A

f. Date of MCPPO Certification:
May 2023

g. Applicable Registrations and Certifications :

MCPPO, LEED, CSL, OSHA

h. Current Work Assignments And Availability For This Project:
Current Projects: Agawam High 30%, South Shore Tech High 5%, Galvin Middle School 5%, Fall Brook Elementary 10%
Linda is available to serve on this project 30%

i. Other Experience And Qualifications Relevant To The Proposed Project:

<u>LeftField - OPM</u>
Revere High School, Revere, MA
South Shore Regional Vocational Technical High School, Hanover, MA
Agawam High School, Agawam, MA
BMC Durfee High School, Fall River, MA
Parks and Athletic Fields, Lynn, MA
Lynnfield Elementary Schools (2), Lynnfield, MA
Suffolk University Career Center, Boston, MA
Suffolk University Sargent Building Roof Replacement, Boston, MA
St. Sebastian's School, Needham, MA
Haverhill Public Schools HVAC Repairs, Haverhill, MA
Salem Public Schools HVAC Repairs, Salem, MA
Jamestown Building Relocations, Boston, MA
Lovell Academy, Norwell, MA

a. Name And Title: Ryan Mahoney, Site Representative



b. Project Assignment: On-Site Project Representative

c. **Name And Address Of Office:**

LeftField
101 Federal Street
Boston, MA 02110

d. Years Experience: With This Firm: ~1 With Other Firms: 20

e. Education: Degree(s) /Year/Specialization

N/A

f. Date of MCPPO Certification:
N/A

g. Applicable Registrations and Certifications :

OSHA

h. Current Work Assignments And Availability For This Project:
Current Projects: None
Ryan is available to serve on this project 100%

i. Other Experience And Qualifications Relevant To The Proposed Project:

<u>LeftField - OPM</u>
Pickering Middle School, Lynn, MA

<u>BC Construction</u>
East Braintree Fire Station, Braintree, MA
Foxborough Town Hall, Foxborough, MA
Norfolk Police Station, Norfolk, MA
Walton Elementary School, Wakefield, MA
Onset Fire Station, Onset, MA
Newbury Police Station, Newbury, MA
Metropolis Ice Rink, Canton, MA
Dennis Fire Station, Dennis, MA
Rockport DPW, Rockport, MA

7a. Past Performance: List all Completed Projects, in excess of $1.5 million, for which the Prime Applicant has performed, or has entered into a contract to perform Owner's Project Management Services for all Public Agencies within the Commonwealth within the past 10 years.

a.	Project Name And Location Project Director	b. Brief Description Of Project And Services	c. Project Dollar Value	d. Completion Date (Actual Or Estimate)	e. On Time (Yes Or No)	f. Original Construction Contract $	g. Change Orders	h. Number of Accidents	i. Safety fines	j. Legal Actions
(1)	Billerica Memorial High School Billerica, MA Director: David Saindon	New High School OPM Services	$176.1M	October 2020	Yes	$141M	$3.9M	None	None	N/A
(2)	BMC Durfee High School Fall River, MA Director: Lynn Stapleton	New High School OPM Services	$263M	August 2021 (Buildings) Fields 2023	Yes	$217.8M	$6.1M	None	None	N/A
(3)	Nashoba Valley Technical High Westford, MA Director: Lynn Stapleton	MSBA Accelerated Repair Program OPM Services	$3.7M	Summer 2019	Yes	$2.87M	($86k)	None	None	N/A
(4)	Springfield Central High SLI Springfield, MA Director: Jim Rogers	MSBA Science Lab Initiative Program OPM Services	$27.9M	December 2015	Yes	$21.6M	$619k	None	None	N/A
(5)	Garfield Elementary School ARP Revere, MA Director: Lynn Stapleton	MSBA Accelerated Repair Program OPM Services	$7.9M	March 2018	Yes	$6.5M	$387k	None	None	N/A
(6)	Carver Middle/High School ARP Carver, MA Director: Lynn Stapleton	MSBA Accelerated Repair Program OPM Services	$5.6M	May 2018	Yes	$3.8M	$523k	None	None	N/A
(7)	Springfield Schools ARPs Springfield, MA Director: Lynn Stapleton	MSBA Accelerated Repair Program - 6 Schools OPM Services	$14.3M	September 2018	Yes	$11.5M	N/A	None	None	N/A
(8)	Brown Elementary School Marblehead, MA Director: David Saindon	New Elementary School OPM Services	$55.6M	February 2022	Yes	$43.8M	$590k	None	None	N/A
(9)	Florence Roche Element. Groton, MA Director: David Saindon	New Elementary School OPM Services	$89M	July 2024	Yes	$72.1M	$2.1M	None	None	N/A
(10)	Driscoll School Brookline, MA Director: Jim Rogers	New Pre-K through Grade 8 Building, 800 students OPM Services	$115M	August 2024 (Building)	Yes	$93.8M	$5.6M	None	None	N/A
(11)	Waltham High School Waltham, MA Director: Lynn Stapleton	New High School OPM Services	$375M	May 2024	Yes	$299M	$1.9M	None	None	N/A
(12)	Fox Hall Elevaor (UMASS) Lowell, MA Director: Lynn Stapleton	Elevator Addition OPM Services	$17M	December 2017	Yes	$12.2M	$1.7M	None	None	N/A
(13)	McGauvran Hall UMass Lowell Director: Jim Rogers	Renovated Dining Services OPM Services	$34M	April 2016	Yes	$25.8M	$350k	None	None	N/A

(14)	Walton Elementary School Wakefield, MA Director: Lynn Stapleton	Addition and Renovation of School OPM Services	$6M	September 2018	Yes	$4.2M	$623k	None	None	N/A

7b. Past Performance: Provide the following information for those completed Projects listed above in 7a for which the Prime Applicant has performed, or has entered into a contract to perform Owner's Project Management Services for all Public Agencies within the Commonwealth within the past 10 years.

a.	Project Name And Location Project Director	b. Original Project Budget	c. Final Project Budget	d. If different, provide reason(s) for variance	e. Original Project Completion	f. Project Completion On Time	g. If different, provide reason(s) for variance.
(1)	Billerica Memorial High School Director: David Saindon	$176M	$176.1M	$100k grant for a bike path	October 2020	Yes	N/A
(2)	BMC Durfee High School Director: Lynn Stapleton	$263M	$263M	N/A	September 2023	Yes	N/A
(3)	Nashoba Valley Technical High Director: Lynn Stapleton	$3.7M	$3.7M	N/A	Summer 2019	Yes	N/A
(4)	Springfield Central High SLI Director: Jim Rogers	$27.9M	$27.9	N/A	December 2015	Yes	N/A
(5)	Garfield School ARP Director: Lynn Stapleton	$7.9M	$7.9M	N/A	March 2018	Yes	N/A
(6)	Carver Middle/High School ARP Director: Lynn Stapleton	$5.6M	$5.6M	N/A	May 2018	Yes	N/A
(7)	Springfield Schools ARPs Director: Lynn Stapleton	$14.3M	$14.3M	N/A	September 2018	Yes	N/A
(8)	Brown Elementary School Director: David Saindon	$55.6M	$55.6M	N/A	February 2022	Yes	N/A
(9)	Florence Roche Elementary Director: David Saindon	$89M	$89M	N/A	July 2024	Yes	N/A
(10)	Driscoll School Director: Jim Rogers	$115M	$115M	N/A	August 2024 (Building)	Yes	N/A
(11)	Waltham High School Director: Lynn Stapleton	$375M	$375M	N/A	May 2024	Yes	N/A
(12)	Fox Hall Elevator Modern/Reno Director: Jim Rogers	$15M	$15M	N/A	December 2017	Yes	N/A
(13)	McGauvran Hall Director: Jim Rogers	$34M	$34M	N/A	April 2016	Yes	N/A
(14)	Walton Elementary School Director: Lynn Stapleton	$6M	$6M	N/A	September 2018	Yes	N/A

8. Capacity: Identify all current/ongoing Work by Prime Applicant, Joint-Venture Members or Sub-consultants. Identify project participants.

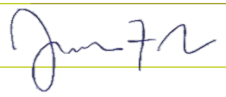
Project Name And Location Project Director	b. Brief Description Of Project And Services	c. Original Budget	d. Current Budget	d. Completion Date	e. Current forecast date On Time	f. Construction Contract Value	g. Change Orders	h. Number and $ value of claims
1. Pickering Middle School Lynn, MA Director: Lynn Stapleton	Renovation of Existing or New Middle School OPM Services	$175M	$175M	Fall 2026	Yes	$141M	N/A	N/A
2. Brockton High School Director: Kevin Sullivan PM: Alyssa Chatani	High School Feasibility Study OPM Services	$700M (est)	$700M (est)	December 2026 (Feasibility Study)	TBD	TBD	N/A	N/A
3. Agawam High School Agawam, MA Director: Jen Carlson	New High School OPM Services	$230M	$230M	December 2028	Yes	$187M	N/A	N/A
4. John R. Pierce School Brookline, MA Director: Jim Rogers	Pre-K through Grade 8 School Feasibility Study OPM Services	$212M	$212M	March 2027	Yes	$168M	N/A	N/A
5. Revere High School Revere, MA Director: Brian Dakin	High School Feasibility Study OPM Services	$497.5M	$497.5M	December 2028	Yes	$412M	N/A	N/A
6. Central Elementary School East Bridgewater, MA Director: Kevin Sullivan	Elementary School Feasibility Study OPM Services	$140M (est)	$140M (est)	January 2026 (Feasibility Study)	TBD	TBD	N/A	N/A
7. Wakefield Memorial High School, MA Director: Lynn Stapleton	High School Feasibility Study OPM Services	$275M	$275M	December 2027	Yes	$221M	N/A	N/A
8. South Shore Tech High Hanover, MA Director: Jen Carlson	Regional Voc Tech High School Feasibility Study OPM Services	$276.5M	$276.5M	March 2029	Yes	TBD	N/A	N/A
9. Tyngsborough Middle Tyngsborough, MA Director: David Saindon	New Middle School for Grades 6-8, 480 students OPM Services	$88M	$88M	March 2026	Yes	$77.4M	N/A	N/A
10. William H. Galvin Middle School, Canton, MA Director: Jen Carlson	Middle School Feasibility Study OPM Services	$241.7M	$241.7M	December 2029	TBD	$195M	N/A	N/A
11. Fall Brook Elementary Leominster, MA Director: Craig DiCarlo	Elementary School Feasibility Study OPM Services	$120M	$120M	April 2025 (Feasibility Study)	TBD	TBD	N/A	N/A

9. References: Provide the following information for completed and current Projects listed above in 7 and 8 for which the Prime Applicant has performed, or has entered into a contract to perform Owner's Project Management Services for all Public Agencies within the Commonwealth within the past 10 years.

a.	Project Name And Location Project Director	Client's Name, Address and Phone Number. Include Name of Contact Person		Project Name And Location Project Director	Client's Name, Address and Phone Number. Include Name of Contact Person		Project Name And Location Project Director	Client's Name, Address and Phone Number. Include Name of Contact Person
1)	Billerica Memorial High School Billerica, MA Director: David Saindon Project Year: 2020	Billerica Schools 365 Boston Road, Billerica Contact: Timothy Piwowar Former Superintendent 978-436-0783 tpiwowar@westwood.k12.ma.us	7)	South Shore Vocational Technical High School Hanover, MA Director: Jen Carlson Project Year: Current	South Shore Regional School District 476 Webster Street, Hanover Contact: Thomas Hickey 781-878-8822 thickey@ssvotech.org	13)	Lucretia & Joseph Brown Elementary School Marblehead, MA Director: David Saindon Project Year: 2022	Brown Elementary School Building Committee Chair Contact: David Harris 617-799-8325 david_harris_jr@harvard.edu
2)	Nashoba Valley Technical High School ARP Westford, MA Director: Lynn Stapleton Project Year: 2019	Nashoba Valley Tech District 100 Littleton Road, Westford Contact: Dr. Denise P. Pigeon 978-692-4711 x1103 dpigeon@nashoba.tec.ma.us	8)	William H. Galvin Middle School Canton, MA Director: Jen Carlson Project Year: Current	Canton Public Schools 960 Washington St., Canton Contact: Derek Folan 781-821-5060 x1134 foland@cantonma.org	14)	Florence Roche Elementary School Groton, MA Director: David Saindon Project Year: Current	Town of Groton 173 Main Street, Groton, MA Contact: Mark Haddad 978-302-4924 mhaddad@grotonma.gov
3)	Springfield Central High SLI and Springfield ARPs Springfield, MA Director: Jim Rogers and Lynn Stapleton Project Years: 2015/2018	City of Springfield 36 Court Street, Springfield Contact: Peter Garvey 413-265-1109 pgarvey@springfieldcityhall.com	9)	Central Elementary School Feasibility Study East Bridgewater, MA Director: Kevin Sullivan Project Year: Current	175 Central Street East Bridgewater, MA Contact: Charles Seelig 508-378-1601 cseelig@eastbridgewaterma.gov	15)	John R. Pierce and Driscoll Schools Brookline, MA Director: Jim Rogers and Lynn Stapleton Project Year: Current	Public Schools of Brookline 333 Washington Street Brookline, MA Contact: Helen Charlupski 617-899-9274 helen_charlupski@psbma.org
4)	Fox Hall Renovations and McGauvran Hall Repurpose UMass Lowell Director: Jim Rogers Project Years: 2016/2017	UMass Lowell Wannalancit Business Center Lowell, MA 01854 Contact: Jean Robinson 978-934-4545 Jean_Robinson@uml.edu	10)	BMC Durfee High Fall River, MA Director: Lynn Stapleton Project Year: 2023	Fall River Public Schools 417 Rock Street Fall River, MA 02720 Contact: Ken Pacheco 774-319-8623 kpacheco@fallriverschools.org	16)	Tyngsborough Middle School Tyngsborough, MA Director: David Saindon Project Year: Current	Tyngsborough Public Schools 50 Norris Road, Tyngsborough Contact: Michael Flanagan 978-877-9433 michael.flanagan@tyngsboroughps.org
5)	Revere High School and Garfield Elementary ARP Revere, MA Director: Lynn Stapleton and Brian Dakin Project Years: 2018/Current	Revere Public Schools 101 School Street Revere, MA Contact: Dr. Dianne Kelly 781-286-8226 dkelly@reverek12.org	11)	Wakefield Memorial High, Public Safety and Walton Elementary Wakefield, MA Director: Lynn Stapleton Project Years: 2023/Current	Wakefield Bldg Committee 1 Lafayette Street, Wakefield Contact: Joe Bertrand 781-569-0020 jbertrand@mkblegal.com	17)	Waltham High School Waltham, MA Director: Lynn Stapleton Project Year: Current	City of Waltham 610 Main St, Waltham Contact: Jeannette McCarthy 781-314-3100 mayor@city.waltham.ma.us
6)	Brockton High School Boston, MA Director: Kevin Sullivan Project Year: Current	City of Brockton 45 School Street, Brockton Contact: Robert Sullivan 508-846-1208 mayorsullivan@cobma.us	12)	Pickering Middle School, Lynn, MA Director: Lynn Stapleton Project Year: Current	Inspectional Services Dept. 3 City Hall Square, Lynn Contact: Michael Donovan 781-586-6820 mdonovan@lynnma.gov	18)	Agawam High School Agawam, MA Director: James Riefstahl Project Year: Current	Town of Agawam 36 Main Street, Agawam Contact: Jennifer Bonfiglio 413-726-9742 JBonfiglio@agawam.ma.us

9. Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-consultants.

10. I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.

Submitted By (Signature)  Printed Name And Title Jim Rogers, Owner Date 4/4/2025

ATTACHMENT D

CONTRACT FOR PROJECT MANAGEMENT SERVICES

AMENDMENT NO. _____

WHEREAS, the _____ ("Owner") and _____, (the "Owner's Project Manager") (collectively, the "Parties") entered into a Contract for Project Management Services for the _____ Project (Project Number _____) at the _____ School on _____ "Contract"; and

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

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 Owner's Project Manager 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 Owner's Project Manager shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services:	Original Contract	After this Amendment
Feasibility Study Phase	$ _____	$ _____
Schematic Design Phase	$ _____	$ _____
Design Development Phase	$ _____	$ _____
Construction Document Phase	$ _____	$ _____
Bidding Phase	$ _____	$ _____
Construction Phase	$ _____	$ _____
Completion Phase	$ _____	$ _____
Total Fee	$ _____	$ _____

This Amendment is a result of: _____

_____

_____

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. The Authority's standard OPM Contract Amendment for [*DBB OR CM RISK]*,which is attached hereto and incorporated by reference herein, is made a part of the Contract in its entirety.

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

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

OWNER

_____
(print name)

_____
(print title)

By _____
(signature)

Date _____

OWNER'S PROJECT MANAGER

_____
(print name)

_____
(print title)

By _____
(signature)

Date _____

ATTACHMENT E

CITY OF MEDFORD

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

4/4/25
(Date)

(Signature of individual submitting bid or proposal)

Jim Rogers
(Printed name of person signing bid or proposal)

LeftField, LLC
(Name of business)

101 Federal Street, Suite 1900, Boston, MA 02110
(Business address)

617-737-6400
(Business phone number

MUST BE RETURNED SIGNED WITH THE SEALED PROPOSAL PACKET

CERTIFICATE OF CORPORATE AUTHORITY

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of corporation)

2. corporation, and that _____
(insert the name of officer who signed the Contract and bonds)

3. is the duly elected _____
(insert the title of the officer in line 2)

4. of said corporation, and that on _____
(date must be **ON OR BEFORE** the date the officer signed the Contract or bonds)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert name from line 2) (insert title from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ AFFIX CORPORATE SEAL HERE
(Signature of Clerk or Secretary)

7. NAME: _____
(Please print or type name in line 6)*

8. DATE: _____
(insert a date that is **ON OR AFTER** the date the officer signed the Contract and bonds)

Not Applicable

The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

MUST BE RETURNED SIGNED WITH THE SEALED PROPOSAL PACKET

CITY OF MEDFORD

NON-COLLUSION STATEMENT

Any person submitting a Bid or Proposal for the procurement or disposal of supplies and services to any governmental body shall certify in writing, on the Bid or Proposal, as follows:

> "The undersigned certifies under penalties of perjury that this Bid or Proposal has been made 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."

4/4/25
(Date)

(Signature of person signing bid or proposal)

Jim Rogers
(Printed name of person signing bid or proposal)

Principal/Owner
(Title)

LeftField, LLC
(Name of Business)

101 Federal Street, Suite 1900, Boston, MA 02110
(Business address)

617-737-6400
(Business Phone Number)

MUST BE RETURNED SIGNED WITH THE SEALED PROPOSAL PACKET

SIGNATURE PAGE

The applicant hereby certifies that:

1. The applicant has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of contract for these services.
2. No consultant to, or subcontractor for the applicant has given, offered, or agreed to give any gift contribution or offer of employment to the applicant, or to any other person, corporation, or entity as an inducement for, or in connection with, the award of the consultant or subcontractor of a contract by the applicant.
3. That no person, corporation, or, other entity other than a bona fide full time employee of the applicant has been retained or hired to solicit for or in any way assist the applicant in obtaining the contract for services upon an agreement or understanding that such person, corporation, or entity be paid a fee or other compensation contingent upon the award of the contract to the applicant.

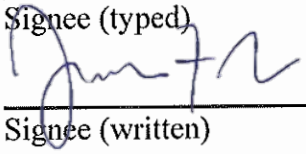
I hereby attest with full knowledge of the penalties for perjury, as in accordance with M.G.L. c. 7C, Sec. 51, that all information provided in this application for services is correct.

LeftField, LLC

Firm

Jim Rogers

Signee (typed)



Signee (written)

Principal/Owner

Title

4/4/25

Date

MUST BE RETURNED SIGNED WITH THE SEALED PROPOSAL PACKET

LEFTLLC-01 ABERCH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/2/2025

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

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

PRODUCER Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (617) 328-6555 **FAX (A/C, No):** (617) 328-6888 **E-MAIL ADDRESS:** boston@amesgough.com
INSURED Leftfield, LLC PO BOX 307 Hingham, MA 02043	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : Property & Casualty Ins. Co. of Hartford A+ XV — 34690 INSURER B : Hartford Underwriters Insurance Company A+ (XV) — 30104 INSURER C : Travelers Casualty & Surety Co. of America A++, XV — 31194 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X	X	42SBWBL6TMU	1/1/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X	X	42SBWBL6TMU	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	42SBWBL6TMU	1/1/2025	1/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	42WEGBL6TNF	1/1/2025	1/1/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liab.			107651525	6/13/2024	6/13/2025	Per Claim	2,000,000
C				107651525	6/13/2024	6/13/2025	Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All coverages are per the policy terms and conditions.

RE: Project: Medford High School Project

The City of Medford and the agents and employees of the City shall be included as additional insured with respects to General, Auto, and Umbrella Liability where required by written contract. A Waiver of Subrogation and 30 Day Notice of Cancellation is provided in accordance with the policy terms and conditions

CERTIFICATE HOLDER

City of Medford
Medford City Hall
85 George P. Hassett Drive
Medford, MA 02155

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jared Maxwell

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

LeftField, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . P

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

800 Hingham Street, Suite 101AN

6 City, state, and ZIP code

Rockland, MA 02370

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

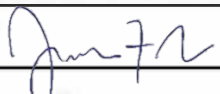
8	1	–	1	0	0	7	7	9	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person**  **Date** 1/14/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they