

# TOWN OF MARBLEHEAD <sup>1</sup>

CONTRACT # \_\_\_\_\_

STATE CONTRACT # (if applicable) \_\_\_\_\_

**DATE:** 10/16/2024

This Contract is entered into on, or as of, this date by and between, the Town of Marblehead, 188 Washington Street, Marblehead, MA 01945 (the “Town”), and

Raymond Design Associates, Inc.  
[“Designer” (the “Contractor”)]

Gene Raymond, Jr.  
[Contact Name for Responsible Person]

329 North Street

Hingham, MA 02043  
[Address of the Contractor]

781-561-5270  
[Telephone Number]

N/A  
[FAX Number]

[GRaymond@rda-design.com](mailto:GRaymond@rda-design.com)  
[email address]

1. This is a Contract for the procurement of the following:  
See attached Exhibit A – Designer Request for Services, dated July 10, 2024 for the full Scope of Work

2. The Contract price to be paid to the Contractor by the Town is: Four Hundred Thousand Dollars (\$400,000.00) for Basic Services from Feasibility through Closeout, plus \$25,000 for Reimbursable Expenses as approved by the Owner throughout the length of this contract. At contract execution, the following breakdown of the Contract Price is:

**Basic Services:**

Feasibility/Conceptual Options	\$ 40,000.00
Schematic Design	\$ 60,000.00
Contract Documents	\$180,000.00
Bidding & Award	\$ 20,000.00
Construction Administration	\$ 90,000.00
Closeout	\$10,000.00
<b>Total - Basic Services</b>	<b><u>\$400,000.00</u></b>

<sup>1</sup> Contract Long Form\_Engineer and Architect Services – not for building

**Optional Services:**

CD's to Replace Gymnasium RTU's - tbd	\$TBD
CD's to Replace Other RTU's - tbd	\$TBD
<b>Total</b>	<b>\$ 00</b>

**Reimbursable Expense:**

	Allowance
Moisture Scan of Roof	\$10,000
HVAC Review of Existing Equipment	\$15,000

3. Payment will be made as follows:

3.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

3.2 Fees and Reimbursable Costs combined shall not exceed \$425,000 before awarding the contract as more fully set forth in the Contractor Documents.

3.3 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out-of-pocket expenses, if any.

3.4 Final payment including any unpaid balance of the Contractor’s compensation shall be due and payable when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Security: N/A

5. Definitions:

5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to ensure that the goods or services are complete and are as specified in the Contract.

5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor’s Response to the Request for Proposal. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The purpose of the Contract Documents is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.

5.3 The Contractor: The “other party” to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Architect, Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term “Contractor” shall be understood to refer to any other such label used.

- 5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract Documents, as modified by approved Amendments and Change Orders.
- 5.5 Goods: Goods, Supplies, Services or Materials.
- 5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 5.7 Work: The services or materials contracted for, or both.

6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before 11/30/25, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract.

The Preliminary Project schedule completion dates shall be as follows, but is subject to change based on project scope & funding as directed by the Town:

Feasibility Cost Estimate:	9/30/24
Schematic Design:	10/27/24
50% Cost Estimate:	12/6/24
Construction Contract Documents:	12/31/24
Bidding Documents:	1/6/25
Construction Contract Administration:	4/15/25-10/31/25
Closeout:	11/30/25

7. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

9. Termination and Default:

- 9.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days' notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail,

certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

9.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days' notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

9.3 Default. The following shall constitute events of a default under the Contract:

(1) any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

## 10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

## 11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be a material breach of this Contract, and the Town of Marblehead shall have all the rights and remedies provided in the Contract Documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

## 12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30B – Procurement of Goods and Services.

General Laws Chapter 30, Sec. 39, *et seq.* - Public Works Contracts.

General Laws Chapter 149, Section 44A, *et seq.* Public Buildings Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.
- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor hereby agrees to indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. The Contractor hereby agrees to, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and hereby agrees to protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

### 13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract Documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

### 14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Contract in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Contract, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the majority of Board of Selectman; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Marblehead unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth of Massachusetts.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Marblehead shall be individually or personally liable on any obligation of the Town under this Contract.

21. Standard of Care

The Contractor agrees to perform its services consistent with the highest professional skill and care provided by architects practicing in Greater Boston under the same or similar circumstances. The Contractor shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project.

## 22. Indemnification:

- 22.1 With respect to professional services rendered by the Contractor, to the fullest extent permitted by law, the Contractor hereby agrees to 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 breach of any provision of this Contract by the Contractor, a person employed by the Contractor, or any of its Subcontractors.
- 22.2 With respect to non-professional services rendered by the Contractor, to the fullest extent permitted by law, the Contractor hereby agrees to 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 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 Contractor, a person employed by the Contractor, or any of its Subcontractors.
- 22.3 The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

## 23. Insurance

### 23.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor hereby agrees to indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

### 23.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor hereby agrees to indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

### 23.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Marblehead as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.
- d. All policies shall identify the Town as an additional insured (except Workers' Compensation and Professional Liability). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Contract, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. Failure to provide the necessary notice required in this Section or to continue in force such insurance shall be a material breach of this Contract and shall be grounds for immediate termination. Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent

Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the “MIIA” or “ACORD” Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.

- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

#### 24. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issuing any material for publication through any medium.

#### 25. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker’s compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

#### 26. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

27. Payment: The Town agrees to make all reasonable efforts to pay to the Contractor within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

28. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Contract, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

29. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

30. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth of Massachusetts or the federal district court sitting in the Commonwealth of Massachusetts, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

31. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

32. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

33. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified

or amended except by a written document executed by the parties hereto.

Exhibits:

Exhibit 1 – Request for Designer Services, dated 7/10/24

Exhibit 2 – Addendum 1, dated 7/25/24

Exhibit 3 – Addendum 2, dated 7/26/24

Exhibit 4 - Raymond Design Associates Proposal for Design Services, dated 10/03/24

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Marblehead by:

The Contractor by:

Chief Procurement Officer:

President

DocuSigned by:  
  
B84183B0B7A24A5... 11/19/2024

 October 18, 2024

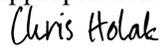
Signature Date

Signature Date

School Committee Chair Date

Certified as to

Appropriation/Availability of Funds:

DocuSigned by:  
  
A6397EA5418349B... 11/18/2024

\$5,360,000

302903005841

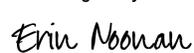
Town Accountant Date

Certified as to Form:

Date

Signed by:  
  
EEBAACE2A03242A... 11/14/2024

Town Counsel Date

DocuSigned by:  
  
14D95CE0BCB7462... 11/14/2024

Select Board Date

**BOTH CERTIFICATIONS ON THIS PAGE MUST BE EXECUTED**

**CERTIFICATION OF GOOD FAITH**

The undersigned certifies under pains and penalties of perjury that this contract has been obtained 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.

The Contractor by:

Gene S. Raymond, Jr.

Print Name



Signature

President

Title/Authority

**CERTIFICATE OF STATE TAX COMPLIANCE**

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

Gene S. Raymond, Jr., authorized signatory for  
name of signatory

Raymond Design Associates, Inc., whose  
name of contractor

principal place of business is at 60 Ledgewood Place, Rockland, MA 02370.

Raymond Design Associates, Inc. does hereby certify under the pains and penalties of perjury that  
Raymond Design Associates, Inc. has paid all  
name of contractor

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Gene S. Raymond, Jr., President  
Name \_\_\_\_\_

FID #20-3030729  
Federal Tax ID # or Social Security # \_\_\_\_\_

**BOTH CERTIFICATIONS ON THIS PAGE MUST BE EXECUTED**

**EXAMPLE CLERK'S CERTIFICATE**

Action of Shareholders  
Written Consent

(Date)

The undersigned, being the Shareholders of Raymond Design Associates, Inc., a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all Contract Documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, Gene S. Raymond, Jr. the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on October 3, 2024.

  
\_\_\_\_\_  
Clerk of Corporation

SEAL

**REQUEST FOR SERVICES (RFS)**  
**MARBLEHEAD PUBLIC SCHOOLS**  
**DESIGN SERVICES**  
**MARBLEHEAD HIGH SCHOOL ROOF REPLACEMENT**  
 2 Humphrey St. Marblehead, MA 01945

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## I. LEGAL NOTICE

**REQUEST FOR SERVICES (RFS)**  
**MARBLEHEAD PUBLIC SCHOOLS (MPS)**  
**Design Services**  
**Marblehead High School Roof Replacement**

Marblehead Public Schools (“Owner”), is seeking design services to conduct design from qualified firms (“Designers”) for Design Services (“Services”) for the High School Roof Replacement (“Project”) located at 2 Humphrey Road, Marblehead, MA 01945. The Services shall include designer services through design development, construction contract documents, bidding, award of construction contract(s), construction administration, final closeout, and warranty period of the project.

The RFS will be available on July 10, 2024, through the Owner’s Project Manager, LeftField [ELong@LeftFieldpm.com](mailto:ELong@LeftFieldpm.com) . Acting on behalf of the Marblehead Public Schools Ms. Long will be the contact person for this RFS.

Responses are to be submitted to **Ms. Long** no later than July 31, 2024, at no later than 12:00 pm to be considered. Responses must be submitted via email to [ELong@LeftFieldpm.com](mailto:ELong@LeftFieldpm.com) and [BDakin@LeftFieldpm.com](mailto:BDakin@LeftFieldpm.com).

A pre-proposal briefing will be held on July 19, 2024, at 10:30 am at Marblehead High School, 2 Humphrey Street, Marblehead, MA 01945 – meet at the main entrance.

Marblehead Public Schools reserves the right to reject any and all responses, to waive informalities, and to award this contract in the best interest of Marblehead Public Schools. All questions regarding this RFS shall be directed to [ELong@LeftFieldpm.com](mailto:ELong@LeftFieldpm.com) **Phone calls will not be accepted.**

## II. SCOPE OF SERVICES

### **Background**

Marblehead High School was constructed and opened in 2002. The Building is 215,000 square feet and the current enrollment is just under 900 students.

The roofing system is a thermoplastic polyolefin (TPO), 60 mil, white, mechanically fastened roof with two layers of 2” polyisocyanurate insulation. The existing roof deck is 22 gauge corrugated steel and the total roof area is 123,942 square feet. The roof suffers from excessive wear and delamination, and stressed membrane with outdated flashing details particularly at mechanical penetrations. The TPO is no longer weldable and patches have been installed across the roof using dissimilar material. Rooftop algae has

been observed. MPS has received reports of leaks and water intrusion into the building frequently during periods of rain. The roof is no longer under warranty therefore, MPS is moving forward with replacing this roof.

**The Designer’s responsibilities shall include, but not be limited to, the following services:**

The terms “Marblehead Public Schools (MPS)”, and “Owner” are used interchangeably in this document and shall be considered the same entity.

***TASK 1 - PROJECT START-UP***

- A. Attend a kick-off meeting with MPS, LeftField, Town officials, and other stakeholders to review the project goals, the scope of tasks to be undertaken, procedural protocols, and the nature and schedule of deliverables.
- B. Conduct a preliminary regulatory review to determine all local, state, and federal historic governance regulations which the may project fall under. The results of the analysis shall be summarized in a report describing required activities, and tasks required to complete the intended project.
- C. Provide a code analysis to determine and understand what is required by code vs. best practices. **THE INTENT OF THIS PROJECT IS A ROOF REPLACEMENT PROJECT, NOT AN OVERALL BEST PRACTICE ENERGY COMPLIANCE UPGRADE.**
- D. It is anticipated that due to limited funding, the project should be approached understanding that the scope of the work delineated via the use of alternates.
- E. Provide a preliminary project schedule please incorporate the following milestones:
  - a. Week of 8/12/24: Execute Designer Contract
  - b. Week of 8/19/24: Designer Site Visit for Existing Conditions Documentation, including an HVAC engineer to inspect existing rooftop fans.
  - c. August 2024-December 2024: Schematic Design, Design Development, Construction Documents – The designer is to provide a detailed schedule outlining each design phase and required meetings with the Owner and LeftField.
  - d. Week of 1/6/25-1/28/25: General Contractor & Filed Sub Bidder (if required) Bidding
  - e. 1/29/25-2/6/25: Assist LeftField and the Owner with reviewing bids and recommending the General Contractor
  - f. February-March 2025: Submittal and material release
  - g. April 2024-October 31, 2025: Construction Administration
  - h. 10/31/25: Construction completion

i. 11/1/25-11/15/25: Project Closeout

F. Prepare, submit, and attend all meetings required for the above-mentioned items.

***TASK 2 - CONCEPT-LEVEL DEVELOPMENT ESTIMATING & PROJECT BUDGET***

A. Estimating

The Designer shall prepare an estimate form in CSI, level 3. The estimate shall include all costs associated with the replacement of the roof including but not limited to investigation into reviewing existing roof fan dampers and associated repairs, other associated mechanical, associated electrical, etc.

B. Project Budget

Working with MPS and LeftField to assist with identifying other related project costs for future Designer phase fees, various contingencies, and other Project-related costs.

***TASK 3 – MEETINGS DURING DESIGN***

A. The Designer shall facilitate and take all meeting minutes for design-related meetings during feasibility and design. Meeting minutes should be sent out 48 hours after each meeting.

B. The Designer shall assume attendance at meetings related to possible “PV ready” discussions with the Municipal Light Department.

C. The Designer shall assume attendance to other [within reason] requested meetings related to the project.

***TASK 4 – DESIGN & CONSTRUCTION DOCUMENTS***

A. The Designer shall prepare the project specifications, construction documents, and all other required documents for design and construction.

B. The project team needs to understand prior to Fall 2024 Town Meeting (Date TBD) if the construction budget estimated for this project (\$4.1M) is appropriate, if not the project will need to go to Fall 2024 Town Meeting requesting additional funding. The Designer shall prepare an estimate form in Unifomat II, level 3. This construction estimate must be sent to MPS and LeftField on or before 9/18/2024.

C. At 60% design or 12/2/24 the Designer shall prepare an estimate form in CSI, level 3. The estimate shall include all costs (mechanical, electrical, structural, etc.) associated with the replacement roof.

- D. The Designer shall work with MPS, LeftField, and Mass Save to review the incentives or rebates that may apply to the project and should look to capitalize on these. Then the Designer will ensure the requirements are incorporated into the project documents.
- E. The Designer shall include an alternate for Solar Panels potentially to be implemented as part of this project or a future project.
- F. The Designer shall include doing the required hazardous material testing on the roof to comply with MA regulations.
- G. The Designer shall include a consultant and contractor to complete the roof test cuts as required for the design, this should include all patching after completion.

***TASK 5 – BIDDING DOCUMENTS***

- A. The Designer shall prepare the project specifications, construction documents, addenda, and all other required documents for bidding and permitting.
- B. LeftField and MPS will assist in providing documents for the project manual (prevailing wage rates, tax exempt forms, GC Contract) however the designer shall be responsible for receiving all documents and incorporating them into the project specifications.

***TASK 6 – CONTRACTOR AWARD, CONSTRUCTION***

- A. The Designer shall attend the weekly meetings with the contractor, LeftField, and MPS.
- B. The Designer shall work harmoniously with the Contractor during construction providing responses to submittals and requests for information in a timely manner as required to meet the construction schedule.
- C. The Designer shall provide site visit reports from each site visit during construction within 24 hours of the visit.

***TASK 7 – CLOSEOUT***

- A. The Designer shall complete all incentive/rebate-associated paperwork required for the MPS to receive all incentives and rebates.

- B.** The Designer shall attend all Owner training, review closeout documents, and provide any follow-up as needed.

### **III. MINIMUM QUALIFICATIONS AND EVALUATION**

#### **Minimum Qualifications**

To be eligible for selection, each Respondent must certify in its cover letter that it meets the minimum requirements detailed below. Any response that fails to include such certification in its response demonstrating that these criteria have been met will be rejected without further consideration.

1. Each response shall be accompanied by a completed Standard Designer Board Application Form. <https://www.mass.gov/info-details/for-municipalities-and-public-agencies>
2. Responses shall be signed as follows: (1) if the respondent is an individual, by her/him personally; (2) if the respondent is a partnership, by the name of the partnership, followed by the signature of each general partner; and (3) if the respondent is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.
3. Each Respondent must designate an individual who will serve as the Project Director and Project Manager.
4. The Project Manager shall be a registered professional engineer with at least 10 years of experience in the design and construction of municipal facilities.
5. A thorough knowledge of the Massachusetts State Building Code, Stretch Code, the regulations of the Massachusetts Architectural Access Board, and the Americans with Disabilities Act is highly preferred.
6. A thorough knowledge of all public bid laws, including without limitation, M.G.L. Chapter 149, Section 44A-M.
7. Financial and operational ability to perform services on the project within established budget limits and time schedules.
8. Not be debarred under M.G.L. c.149, §44C or disqualified under M.G.L. c.7C, §47.

#### **Evaluation**

Responses that meet the minimum criteria above must demonstrate how they will meet the following criteria:

1. Compliance with the minimum qualifications.
2. Prior Similar Experience
  - a. Documented experience by the firm and key personnel on similar type and size projects in the last five (5) years.
  - b. Documented experiences by the firm and key personnel on public facility projects and construction projects in Massachusetts.
  - c. Provide contact information – including email addresses for these projects as possible references.
3. Past Performance on Public Projects
  - a. Documented successful performance on previous projects of similar cost, size, and trades.
  - b. Documented and demonstrated knowledge of the MA State Building Code and all pertinent codes and regulations related to the successful and timely completion of the projects.
  - c. Demonstrated knowledge of MA Procurement and Public Construction laws
4. Financial Stability
  - a. Documentation that the firm has the financial resources and stability to undertake a project of this scope and size in conjunction with any other current projects.
5. Demonstrated Capacity and Resources to Undertake a Project of this Magnitude.
  - a. Documentation that the firm has sufficient staff and capacity to undertake this project on the identified schedule in conjunction with any other current projects on which they are working.
  - b. Identify the current workload of staff assigned to the project.
  - c. Documented and verifiable evidence of meeting timelines for public facility construction projects.
6. Identity and Qualifications of Consultants Who Will Work with the Applicant on the Project
  - a. Documentation that any/all consultants have the required registrations and licenses.
  - b. Documentation of experience by any/all consultants on projects of a similar size and cost.

### **Comparative Criteria**

The following ratings will be used to measure the relative merits of each submission that has met the Minimum and Evaluation Criteria described above. Those submissions which

do not meet the criteria will be deemed unacceptable and will not be considered for this project. These rankings will be applied to each of the Evaluation sections to score the value of each submission.

The definition of the rankings is as follows:

1. **Highly Advantageous:** That submission which demonstrably meets or exceeds all requirements of the RFS criteria.
2. **Advantageous:** That submission that meets or exceeds a majority of the requirements of the RFS. Vagueness or lack of information may not allow a full understanding of the Submitter's description of services, staff qualifications, etc.
3. **Not Advantageous:** That submission which clearly does not meet a majority of the requirements of the RFS criteria.

Marblehead Public Schools reserves the right to reject any proposal. MPS reserves the right to consider any other relevant criteria that it may deem appropriate, within its sole discretion. MPS may or may not, within its sole discretion, seek additional information from Respondents. This RFS, any addenda issued, and the selected Respondent's response, will become part of the executed contract. The key personnel that the Respondent identifies in its response must be contractually committed to the Project. No substitution or replacement of key personnel or change in the Sub-Consultants identified in the response shall take place without the prior written approval of the MPS.

#### **IV. FEE**

The Designer's target fee is \$375,000 and will be negotiated. If unable to negotiate a contract with the first-ranked selection, MPS will then commence negotiation with the second-ranked selection and so on, until a contract is successfully negotiated and approved by the MPS.

MPS reserves the right to re-advertise if a fee and/or final scope of work cannot be negotiated with one of the top three ranked firms. The negotiated fee will include all expenses, direct and indirect, related to this project.

#### **VI. QUESTIONS, ADDENDUM, OR MODIFICATION**

Questions concerning this RFQ must be submitted in writing to: [ELong@LeftFieldpm.com](mailto:ELong@LeftFieldpm.com)

Only inquiries received by July 31, 2024, by 12pm will be entertained. Written responses will be emailed to all applicants on record as having received the RFS.

If any changes are made to this RFS, an addendum will be issued. Addenda will be emailed to all applicants on record as having received the RFS.

An applicant may correct, modify, or withdraw a response by written notice received by the LeftField prior to the time of opening. Modifications must be submitted in a sealed envelope clearly labeled “**Modification No. \_\_\_\_**”. Each modification must be numbered in sequence and must reference the RFS.

After the opening, an applicant may not change any provision of their response in a manner prejudicial to the interests of the MPS or fair competition. Minor informalities may be waived by the MPS.

## **VII. ADDITIONAL INFORMATION**

1. MPS reserves the right to reject any response which, in its judgment, fails to meet the requirements of the RFS; or which is incomplete, conditional, or obscure; or which contains additions or irregularities; or in which errors occur; or if determined to be in the best interest of MPS to do so.
2. The Owner may cancel this RFS, in whole or in part, at any time whenever such act is deemed in the best interest of MPS.
3. MPS reserves the right to waive minor discrepancies.
4. No inquiries about this RFS will be entertained after 12:00PM, July 29, 2024.
5. All responses and information submitted in response to this RFS are subject to the Massachusetts Public Records Law, M.G.L. c.66, sec 10 and c. 4, section 7(26). Any statements in submitted responses that are inconsistent with the provisions of these statutes shall be disregarded.
6. A Respondent may withdraw or modify their proposal prior to the deadline. All proposals submitted must remain valid for 90 days following RFS deadline.
7. The Owner is not responsible for, and will not pay for, any costs incurred in preparing a Response to the RFS, interviewing for the project, negotiating a contract for the project, or any other costs incurred prior to entering a contract with the Designer.

## **VIII. AWARD**

This is not a price competition, but rather the Owner’s decision will be based on qualifications and experience with similar projects. The Owner *may* schedule interviews with three, or more, of the highest-scoring firms or individuals. If the Owners determines to not conduct interviews, the Owner will rank the finalists based on consideration of the

submission requirements, the comparative evaluation criteria, and the interview (if applicable).

All proposals submitted in response to this RFS shall remain for ninety (90) days following the bid opening. The contract will be awarded within (90) days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement.

The Owner will evaluate RFS and enter negotiations with the highest-scoring proposer. If unsuccessful, MPS may attempt to negotiate with the second-highest-scoring proposer (and repeat that process) until successful. Upon successful negotiation, MPS will incorporate into its Standard Contract appropriate specifics for this project and submit the contract to the successful respondent for execution. In the event that the selected respondent fails, neglects, or refuses to execute the contract within a specified number of days after receiving the Contract from MPS, MPS may at its option terminate and cancel its action in awarding the contract and the contract shall become null and void and of no effect. If negotiations with one or more of the finalists prove unsuccessful, MPS may reject all responses and may choose to re-advertise if deemed in the best interest to do so.

**MARBLEHEAD PUBLIC SCHOOLS MASSACHUSETTS  
CERTIFICATE OF CORPORATE AUTHORITY**

The principal, officer, or person to sign below pledges under penalties of perjury, that he or she has been designated by the Owner(s) or the Board of Directors of the below-named firm as an authorized representative.

Date: \_\_\_\_\_

Signature of individual submitting bid or proposal: \_\_\_\_\_

Printed Name of the Person signing the bid or proposal: \_\_\_\_\_

Title of Person signing the bid or proposal: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

**MUST BE SIGNED AND RETURNED WITH RESPONSE**

**MARBLEHEAD PUBLIC SCHOOLS MASSACHUSETTS  
CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that it has not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the contract. 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. Furthermore, the Designer certifies under the penalties of perjury that throughout the duration of the contract, it will not have any financial relationship in connection with the performance of this contract with any materials manufacturer, distributor, or vendor. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the Securities and Exchange Commission, if such stockholder holds less than ten percent of the outstanding stock entitled to vote at the annual meeting of such corporation.

Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone # \_\_\_\_\_

Date \_\_\_\_\_

**MARBLEHEAD PUBLIC SCHOOLS MASSACHUSETTS  
CONFLICT OF INTEREST STATEMENT**

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 any gift, contribution, or offer of employment to the applicant, or to any other person(s), 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(s), 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(s), corporation, or entity be paid a fee or other compensation contingent upon the award of the contract to the applicant.

Name of Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Printed: \_\_\_\_\_

Date: \_\_\_\_\_

**MARBLEHEAD PUBLIC SCHOOLS MASSACHUSETTS  
CERTIFICATE OF TAX COMPLIANCE**

Tax Certification

Pursuant to M.G.L. Chapter 62C, Sec. 49A, and M.G.L. Chapter 151A, Section 19A, the undersigned acting on behalf of the business, certifies under penalty of perjury that, to the best of the undersigned’s knowledge and belief, the business is in compliance with all the laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
\*\* Signature of Individual

\_\_\_\_\_  
\*\*\* Individual’s Social Security Number or  
Corporate Contractor Federal Identification

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Corporate Officer

\* The provision in the Attestation of relating to child support applies only when the contractor is an individual.

\*\* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

\*\*\*Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct heir non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of M.G.L. Chapter 62C, Section 49A.

# TOWN OF MARBLEHEAD<sup>1</sup>

CONTRACT # \_\_\_\_\_

STATE CONTRACT # (if applicable) \_\_\_\_\_



DATE: \_\_\_\_\_

This Contract is entered into on, or as of, this date by and between the Town of Marblehead, 188 Washington Street, Marblehead, MA 01945 (the "Town"), and

\_\_\_\_\_  
["Contractor"]

\_\_\_\_\_  
[Contact Name for Responsible Person]

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
[Address of the Contractor]

\_\_\_\_\_  
[Telephone Number]

\_\_\_\_\_  
[FAX Number]

\_\_\_\_\_  
[email address]

1. This is a Contract for the procurement of the following:  
(Describe the work to be performed or attach agreed-upon scope of services)

2. The Contract price to be paid to the Contractor by the Town is:

3. Payment will be made as follows:

3.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

3.2 Fees and Reimbursable Costs combined shall not exceed \$\_\_\_\_\_ as more fully set forth in the Contractor Documents.

\_\_\_\_\_  
<sup>1</sup> Construction under \$250k

3.3 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

4. Security:

4.1 In the event the contract price exceeds the sum of \$10,000.00, the Contractor must provide security in the form of a bond or otherwise, conditioned upon the faithful performance of this Contract.

4.2 If this Contract is to be used for either Building Construction subject to MGL c. 149 or Public Works Construction subject to MGL c. 30, § 39M or MGL c. 30B, § 5 the following chart and notes are provided for clarification on the minimum required security subject to the Town requiring additional security:

Contract Price	Performance Bond	Payment Bond	Bid Deposit
Under \$10,000	No	No	No
\$10,000 - \$25,000	No	No	No
\$25,001 - \$50,000	No	50% of total contract price <sup>2</sup>	No
\$50,001 - \$150,000 <sup>3</sup>	No	50% of total contract price	5% of total bid
Over \$150,000 <sup>4</sup>	100% of contract price	100% of contract price	5% of total bid

5. Definitions:

5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to ensure that the goods or services are complete and are as specified in the Contract.

5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor’s Response to the Request for Proposal. The Contract Documents are

<sup>2</sup> As required by MGL c. 149, § 29 for Building Construction Contracts as well as Public Works (Non-Building) Construction Contracts (with Labor) subject to MGL c. 30, § 39M, or MGL c. 30B, § 5.

<sup>3</sup> This \$150,000 threshold is applicable to only Building Construction Contracts subject to MGL c. 149, but not to Public Works (Non-Building) Construction Contracts (with Labor) subject to MGL c. 30, § 39M, that are more than \$50,000. This row applies to all Public Works Contracts subject to MGL c. 30, § 39M, that are greater than \$50,000.

<sup>4</sup> The requirements of this row only apply to for Building Construction Contracts subject MGL c. 149, but not for Public Works (Non-Building) Construction Contracts (with Labor) subject to MGL c. 30, § 39M, or MGL c. 30B, § 5.

complementary, and what is called for by any one shall be as binding as if called for by all. The purpose of the Contract Documents is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.

- 5.3 The Contractor: The “other party” to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term “Contractor” shall be understood to refer to any other such label used.
- 5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract Documents, as modified by approved Amendments and Change Orders.
- 5.5 Goods: Goods, Supplies, Services or Materials.
- 5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 5.7 Work: The services or materials contracted for, or both.

6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before \_\_\_\_\_, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract.

7. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

9. Termination and Default:

- 9.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days’ notice when in the Town’s sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail,

certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

9.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days' notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

9.3 Default. The following shall constitute events of a default under the Contract:

(1) any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

## 10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's time for performance may be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

## 11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be a material breach of this Contract, and the Town of Marblehead shall have all the rights and remedies provided in the Contract Documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30B – Procurement of Goods and Services.

General Laws Chapter 30, Sec. 39, *et seq*: - Public Works Contracts.

General Laws Chapter 149, Section 44A, *et seq*: Public Buildings Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, wage regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor hereby agrees to indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. The Contractor hereby agrees to, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and hereby agrees to protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract Documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

#### 14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

#### 15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Contract in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

15.1 As used in this section “affirmative action” means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, selection, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an “Equal Opportunity Employer”;
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
- (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
- (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
- (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and
- (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.

15.2 The Contractor, if applicable, shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency’s practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.

15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.

15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.

15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Contract, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by a majority of the Board of Selectmen; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Marblehead unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth of Massachusetts.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Marblehead shall be individually or personally liable on any obligation of the Town under this Contract.

## 21. Indemnification:

The Contractor hereby agrees to indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor hereby agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

- 21.1 The Contractor hereby agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 21.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.
- 21.3 In any and all claims against the town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 21.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.
- 21.5 The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

## 22. Insurance

### 22.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor hereby agrees to indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

### 22.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor hereby agrees to indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

### 22.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Marblehead as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to

any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

- d. All policies shall identify the Town as an additional insured (except Workers' Compensation and Professional Liability). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Contract, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this Section or to continue in force such insurance shall be a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.
- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

### 23. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issuing any material for publication through any medium.

### 24. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person

for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

#### 25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

#### 26. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

#### 27. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Contract, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

#### 28. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

#### 29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth of Massachusetts or the federal district court sitting in the Commonwealth of Massachusetts, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

#### 30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the



**BOTH CERTIFICATIONS ON THIS PAGE MUST BE EXECUTED**

**CERTIFICATION OF GOOD FAITH**

The undersigned certifies under pains and penalties of perjury that this contract has been obtained 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.

The Contractor by:

\_\_\_\_\_   
 Print Name

\_\_\_\_\_   
 Title/Authority

**CERTIFICATE OF STATE TAX COMPLIANCE**

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

\_\_\_\_\_, authorized signatory for  
name of signatory

\_\_\_\_\_, whose  
name of contractor  
principal place of business is at \_\_\_\_\_,

\_\_\_\_\_ does hereby certify under the pains and penalties of perjury that  
\_\_\_\_\_ has paid all

name of contractor  
Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Federal Tax ID # or Social Security #

**BOTH CERTIFICATIONS ON THIS PAGE MUST BE EXECUTED**

## EXAMPLE CLERK'S CERTIFICATE

\_\_\_\_\_  
Action of Shareholders  
Written Consent

(Date)

The undersigned, being the Shareholders of \_\_\_\_\_, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all Contract Documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, \_\_\_\_\_ the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Clerk of Corporation

SEAL

SUPPLEMENT “C”

[] CONSTRUCTION

SUPPLEMENT “C” - Applicable to Contracts for the construction of:

(1) Public Buildings and Public Works

(governed by the provisions of General Laws Chapter 30B);

(2) Public Buildings

(governed by the provisions of General Laws Chapter 149, § 44A, et seq.); and

(3) Public Works

(governed by the provisions of General Laws Chapter 30, §39M, et seq)

1. This form supplements the Town of Marblehead “Contract and General Conditions” and applies only to contracts for the construction, reconstruction, alteration, remodeling or repair of public works or public buildings.
2. Wherever the law requires one contracting with a city or town to be bonded, such obligation shall be understood to be a term and condition of this Contract. The Contractor agrees to secure such bonds (where required) in the form required by the Town and provide an original thereof to the Town prior to the commencement of performance.
3. Equality:
  - 3.1. In the case of a closed Specification written for a specific item or items to be furnished under the Base Bid, such specifications shall, as applicable, be in compliance with the Massachusetts General Laws, Chapter 30, Section 39M and Chapter 149, Sec. 44A et seq.
  - 3.2. Where the name of an item, material or manufacturer is mentioned in the Specifications or on the Drawings, except as above noted, the intent is to establish a standard and in no way should be construed to exclude any item or manufacturer not mentioned by name, but whose product meets the Specifications as to design, utility and quality. Final decision shall rest solely with the Town’s Project Representative (herein after “Project Representative”) as to its acceptability.
4. Change Orders:
  - 4.1. Change orders must receive the approval of the Town Administrator and the appropriate Department or Division Head and must be supported by the project engineers and architects, if any.
  - 4.2. Change orders to contracts governed by General Laws Chapter 30B may not increase the quantity of goods or services provided by more than twenty-five (25%) per cent, in compliance with Sec. 13 of Chapter 30B.
5. The Contractor will carry out the obligations of this contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151, Sec. 1, et seq. (Minimum Wage

Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor will at all times comply with the wage rates as determined by the Commissioner of the Department of Labor and Industries, under the provisions of General Laws Chapter 149, Sections 26 and 27D (Prevailing Wage), as shall be in force and as amended.

6. The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the property of the Town and others, including adjacent property, from injury or loss arising in connection with the Contract. The Contractor shall make good any such damage, injury or loss, except as may be directly due to errors in the Contract Documents or caused by agents or employees of the Town, or due to causes beyond the Contractor's control and not the Contractor's fault or negligence.
7. The Contractor shall take all necessary precautions for the safety of employees on the work, and shall comply with all applicable provisions of Federal, State and local laws and codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. The Contractor will erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public, shall post danger signs warning against the hazards created by such features of construction such as pits, protruding nails, hosts, well holes, elevator hatchways, scaffolding, window openings, stairways and falling materials; and shall designate a responsible member of its organization on the work, whose duty shall be the prevention of accidents.
8. The Town shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide suitable accommodations for such access.
9. The Contractor shall appoint a competent superintendent and foreman and any necessary assistants, all of whom shall be satisfactory to the Town. If the Town in its sole discretion determines that the construction superintendent, foreman, or assistants are unacceptable to the Town, then upon seven days' notice from the Town, the Contractor shall replace such person or persons with people acceptable to the Town.
10. The Contractor shall give efficient supervision to the work, using its best skill and attention. The Contractor shall carefully study and compare the drawings, specifications and other instructions and shall at once report to the Town any error, inconsistency or omission which shall be discovered. Included in this responsibility shall be supervision of all work performed by subcontractors on the work.
11. Notwithstanding any other provision of this Contract to the contrary, if the Contractor should neglect to prosecute the work properly, or fail to perform the contract or any of its provisions, the Town, upon three days' written notice, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
12. Inspection by the Town's Project Representative
  - 12.1. The Town shall have the right to designate a Project Representative who may make periodic visits to the site to familiarize the Town generally with the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Contract Documents. The Project Representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and will not be responsible for the Contractor's failure to carry out the construction work in accordance with the Contract

Documents. During such visits and on the basis of these observations while at the site, the Project Representative will keep the Town informed on the progress of the work, will endeavor to guard the Town against defects and deficiencies in the work of contractors, and may condemn structural work as failing to conform to the Contract Documents. The Project Representative shall have authority to act on behalf of the Town only to the extent expressly delegated by the Town, which shall be shown to the Contractor, and shall have authority to stop the work whenever such stoppage may reasonably be necessary to insure the proper execution of the Contract.

- 12.2. In connection with the work, the Project Representative shall not be responsible for construction methods, means, techniques, sequences or procedures employed by the Contractor or the Contractor's safety programs, requirements, regulations, or precautions.

13. Decisions of the Project Representative

- 13.1. The Project Representative shall, within a reasonable time, make decisions on all claims of the Town or the Contractor and on all other matters relating to the execution and progress of the structural work or the interpretation of the Contract Documents.
- 13.2. The Project Representative's decision, in matters relating to the project, shall be final, if within the terms of the Contract Documents.
- 13.3. If, however, the Project Representative fails to render a decision within ten days after the parties have presented their evidence, either party may then avail itself of the remedies provided in this Contract or available to it by law. If the Project Representative renders a decision after such remedies have commenced, such decision may be entered as evidence but shall not disturb or interrupt such proceedings except where such decision is acceptable to the parties concerned.

14.1 Use of Premises by the Contractor:

- 14.1. The Contractor shall confine its apparatus, the storage of materials and the operations of its workmen to limits indicated by law, by-laws, permits or directions of the Town and shall not unreasonably encumber the premises with its materials.
- 14.2. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

15. Maintenance of Premises:

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or work, and at the completion of the work it shall remove all its rubbish from and about the work site and all its tools, scaffolding and surplus materials and shall leave its work "broom-clean", or its equivalent, unless more exactly specified. In case of dispute, the Town may remove the rubbish and charge the cost to the several contractors, as the Town shall determine to be just.

16. Right to Terminate

- 16.1 In addition to any other remedies herein provided and notwithstanding any other provisions hereof to the contrary, if the Contractor should (1) be adjudged a bankrupt, (2) make a general assignment for the benefit of creditors, (3) have a receiver appointed on account of its insolvency, (4) persistently or repeatedly refuse or fail to supply enough personnel and resources to perform the contract, (5) fail to make prompt payment to subcontractors or to providers of materials or labor, (6) persistently disregard laws and regulations or lawful directives of the Town, or (7) be guilty of a substantial violation of any provision of the Contract, then the Town may, without prejudice to any other right or remedy and after giving the Contractor (or any surety) seven (7) days' written notice, terminate the contract and the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it deems appropriate.
- 16.2 In such cases, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid amount owed to the Contractor for work already completed shall exceed the expense of finishing the work, including compensation for additional architectural, managerial, legal and administrative services, such excess shall be paid to the Contractor. If such expenses shall exceed such unpaid balances, the Contractor shall pay the difference to the Town.
- 16.3 The Contractor shall not be relieved of liability to, or duty to indemnify, the Town by virtue of any termination of this Contract, and any claim for damages against the Contractor relating to the Contractor's performance under this contract shall survive any termination hereunder.

Notwithstanding any other provision of this Contract, the Town reserves the right at any time in its absolute discretion to suspend or terminate this Contract in whole or in part for its convenience upon seven (7) days' written notice to the Contractor. The Town shall incur no liability by reason of such termination except for the obligation to pay compensation for all work performed by the Contractor and accepted by the Town to the termination date.

17. Progress Payments:

- 17.1. The Contractor shall, before the first application for payment, submit to the Town a schedule of values of the various parts of the work, including quantities aggregating the total sum of the Contract, divided so as to facilitate payments to Subcontractors, made out in such form as the Town and the Contractor may agree upon, and, if required, supported by such evidence as to its correctness. This schedule, when approved by the Town, shall be used as a basis for payment, unless it is found to be in error. If applying for payments, the Contractor shall submit a statement based upon this schedule.
- 17.2. The Contractor shall submit to the Town an itemized Application for Payment, supported to the extent required by the Town by invoices or other vouchers, showing payments for materials and labor, payments to Subcontractors and such other evidence of the Contractor's right to payment.
- 17.3 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of 5 percent ( 5 %);

.3 Subtract the aggregate of previous payments made by the Town; and

.4 Subtract amounts, if any, for which the Town has withheld or nullified a Certificate for Payment as provided in Section 18, below.

18. Withholding of Payments

18.1. The Town may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary in its reasonable opinion to protect the Town of Marblehead from loss on account of:

18.1.1. Defective work not remedied.

18.1.2. Claims filed or reasonable evidence indicating probable filing of claims.

18.1.3. Failure of the Contractor to make payments properly to Subcontractors or for material or labor.

18.1.4. A reasonable doubt that the Contract can be completed for the balance then unpaid.

18.1.5. Damage to another contractor.

18.1.6. Delays resulting in liquidated damages.

18.2. Withholding of payments shall be in strict compliance with statutory requirements.

19. Claims by Contractor and Liability of Town

19.1 All claims by the Contractor against the Town shall, unless otherwise provided by law, be initiated by a written claim submitted to the Town no later than seven (7) calendar days' after the event or the first appearance of the circumstances causing the claim. The claim shall set forth in detail all known facts and circumstances supporting the claim. The Contractor shall continue its performance under this contract regardless of the submission or existence of any claims.

19.2 The limit of liability of the Town under this Contract is limited to the compensation provided herein for work actually performed, and shall in no event include liability for delays or for incidental, special or consequential damages or lost profits or for damages or loss from causes beyond the Town's reasonable control.

20. Damages for Delay:

The Contractor shall have no claims for any damages, costs, or expenses of any kind or nature, for any suspension, delay, interruption, frustration, obstruction, hindrance, interference, compression or acceleration of the work on the part of the Town, architect, or any of their consultants in performing or furnishing any work, or resulting from problems or deficiencies with materials, information, or documentation and/or decisions in connection with the execution of the work. Except as otherwise provided by applicable law, the Contractor's sole remedy for such delay shall be for a claim for an extension of time to the time for contract performance.

21. Liquidated Damages:

Because both parties recognize (1) that the time for completion of this Contract is of the essence, (2) that the Town will suffer loss if the work is not completed within the contract time specified, plus any extension thereof allowed in accordance with the provisions of this contract, and (3) the delays, expense and difficulties involved in a legal proceeding to determine the actual loss suffered by the Town if the work is not completed in time, it is agreed that the Contractor will pay the Town as liquidated damages representing an estimate of delay damages to which the Contractor agrees by entering into this Contract, not as a penalty, the sum of One Thousand Dollars (\$1,000) per day for each calendar day of delay until the work is completed, whether the work is completed by the Contractor or some other person. The Town's right to impose liquidated damages shall in no way prohibit or restrict the Town's right to bring a legal action for damages in lieu of or in addition to its option to impose liquidated damages. The Town may deduct any liquidated damages from money due the Contractor, and if such payment is insufficient to cover the liquidated damages, then the Contractor shall pay the amount due.

22. The Contractors' Mutual Responsibility:

Should the Contractor cause damage to any separate subcontractor on the work, the Contractor agrees, upon due notice, to settle with such contractor by agreement, or by recourse to remedies provided by law or by the provisions of the contract. If such separate contractor sues the Town on account of any damage alleged to have been sustained, the Town shall notify the Contractor, who shall defend such proceedings at the Town's expense and, if any judgment against the Town arises therefrom, the Contractor shall pay or satisfy it and pay all costs incurred by the Town including attorney's fees and related costs of litigation.

23. Separate Contracts:

23.1. The Town reserves the right to let other Contracts in connection with this work under similar General Conditions. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate its work with theirs.

23.2. If any part of the Contractor's work depends, for proper execution or results, upon the work of any other contractor, the Contractor shall inspect and promptly report to the Town any

defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of its work except as to defects which may develop in the other contractor's work after the execution of its work.

- 23.3. To ensure the proper execution of its subsequent work, the Contractor shall measure work already in place and shall at once report to the Town any discrepancy between the executed work and the Drawings.

24. Subcontracts:

- 24.1. All Subcontracts shall be awarded in conformity with the requirements of the General Laws, Commonwealth of Massachusetts, Chapter 149, Sections 44A to 44L, inclusive.
- 24.2. The Contractor agrees that it is as fully responsible to the Town for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.
- 24.3. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Town.

25. Contractor-Subcontractor Relations:

The Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of the Agreement, the General Conditions of the Contract, the Supplementary General Conditions, the Drawings and Specifications, as far as applicable to its work, including the provisions of the General Laws, Commonwealth of Massachusetts, Chapter 149, Section 44A, et seq.

26. The Contractor's Insurance:

Notwithstanding any other provisions of this Contract to the Contrary and in addition to any requirements set forth in the Contract, the Contractor shall provide and maintain the following insurance:

- 26.1. The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

26.2 Liability Insurance Requirements

In addition to the liability insurance requirements set forth in the Contract, the liability insurance shall include all major divisions and shall be on a comprehensive general basis including Premises and Operations, Owners and Contractor's Protective, Products and Completed Operations, and Owned, Non-owned and Hired Motor Vehicles. All such insurance shall be written for not less than any limits of liability required by law, unless otherwise provided in the Contract Documents. The Contractor's insurance shall include:

Excess Liability (Umbrella) \$3,000,000

Excess Liability (Umbrella) Insurance (Subcontractors) \$1,000,000 or 1.5 times the value of the subcontract, whichever is higher.

26.3. The above insurance policies shall also be subject to the following requirements:

25.3.1. Insurance coverage for the Contractor's Comprehensive General Liability, as hereinafter specified under Paragraph entitled "Protective Liability Insurance" shall be written by one and the same insurance company to avoid the expense of duplicate and/or overlapping coverage and to facilitate and expedite the settlement of claims.

25.3.2 All premium costs shall be included in the Contractor's bid.

27. Protective Liability Insurance:

27.1. The Contractor shall purchase and maintain such insurance as described in the preceding paragraph as will protect the Town from claims which may arise from operations under the Contract, including operations performed for the named insureds by independent contractors and general inspection thereof by the named insureds.

27.2. The Contractor shall also purchase and maintain such insurance as will protect the Town against Automobile Non-Ownership Liability in connection with the Contractor's operations under the Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

27.3. The limits of liability for coverage required under the Contract shall be as specified within the Contract Documents.

27.4 The Town shall be named as an additional insured on the above referenced liability Policies, and the Contractor's insurance shall be the primary coverage. The cost of such insurance, including required endorsements and amendments, shall be the sole responsibility of the Contractor.

28. Liens:

Neither the Final Payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Town a complete release of all liens arising out of the Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that as far as it has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed. The Contractor shall comply with all statutory provisions of the General Laws of the Commonwealth of Massachusetts with regard to liens, Chapter 254 and 149 as amended (as a minimum requirement).

29. Guarantees:

29.1 The Contractor guarantees and warrants to the Town that all labor furnished under this Contract will be competent to perform the tasks undertaken, that the product of such labor

will yield only first-class results, that materials and equipment furnished will be of good quality, new, and of recent manufacture unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective.

- 29.2. If at any time any part of the work constructed under the terms of this contract shall in the opinion of the Town Administrator require repairing due to defective work or materials furnished by the Contractor, he may notify the Contractor in writing to make the required repairs. If the Contractor shall neglect to start such repairs within ten days of the date of giving it notice thereof and to complete the same to the satisfaction of the Town Administrator with reasonable dispatch, then the latter may employ other persons to make such repairs. The Town shall charge the expense thereof to the Contractor and may use any moneys still retained to pay for the same, and if such sum is insufficient, the Contractor shall be obligated to pay the balance thereof.
  
- 29.3. All guarantees and warranties required in the various Sections of the Specifications which originate with a Subcontractor or Manufacturer must be delivered to the Town before final payment to the Contractor may be made for the amount of that subtrade or for the phase of work to which the guarantee or warranty relates. The failure to deliver a required guarantee or warranty shall be held to constitute a failure of the Subcontractor to fully complete his work in accordance with the Contract Documents. The Contractor's obligation to correct work is in addition to, and not in substitution of, such guarantees or warranties as may be required in the various Sections of the Specifications.



## Addendum #1

### REQUEST FOR SERVICES (RFS) FOR DESIGN SERVICES

#### Marblehead High School Roof Replacement Town of Marblehead/ Marblehead Public Schools Marblehead, MA

Date: July 25, 2024

This addendum is being issued to amend and shall supplement and become part of the Town of Marblehead/ Marblehead Public Schools Request For Services (RFS) dated July 10, 2024. Responses to questions are **bolded** below.

- 
1. Attachment #1 –Agenda from Designer Briefing held on 7/19/24
  2. Attachment #2 - Sign-In Sheet Designer Briefing on 7/19/24
  3. Question 1: It is listed in the RFS that the Project manager needs to be a registered engineer and I imagine that many firms that apply with be architecture firm. Will it be acceptable that the Project Director be a registered architect and not the project manager? This is often the accepted team structure on MSBA ARP roof replacement projects and our most experience team is structured in this manner. We can demonstrate that the PM has significant project experience on similar types of project. **Response: Replace Minimum Qualifications #3 with the following: “The Project Manager or Director shall be a registered professional architect or engineer with at least 10 years of experience in the design and construction of municipal facilities.”**
  4. Question 2: Minimum Qualifications item #4 notes that the Project Manager should be a registered professional engineer with at least 10 years of experience in the design/construction

of municipal facilities. Would a registered professional architect with the same level of experience be acceptable? **Response: Refer to Response to Question #3 above.**

5. Question 3: Evaluation criteria item 5C requests documented and verifiable evidence of meeting timelines for public facility construction projects. Can you please elaborate on how to provide this information in a “documented and verifiable” manner? **Response: Delete Evaluation Criteria #5c in its entirety.**
6. Question 4: Can you provide existing conditions drawings in both PDF and CAD/Revit format? What is the level of detail for structure and roof assemblies? **Response: Hard copies of the existing drawings are available in the Marblehead Public Schools Facilities Office, we are trying to obtain an electronic version – if an electronic version is obtained a link will be sent out in an addendum.**
7. Question 5: Is there any ancillary damage from the roof failure that needs to be added into the scope of work? **Response: A walkthrough with the selected Designer is essential to identify key areas and it is assumed that no interior work will be captured on the construction or design documents.**
8. Question 6: Are bonds necessary for architectural services? **Response: No bond is required.**
9. Question 7: Has there been a facilities inspection/report completed addressing the existing roofing conditions? **Response: No, this is part of this RFS scope of work.**
10. Question 8: Is there any supplemental scope regarding any skylights/fenestration? **Response: The replacement of the skylights will be part of the Designer’s Scope of work.**
11. Question 9: Is there any need for rooftop lighting to be included in the scope of work? **Response: If it is required by code yes, if not required by code no.**
12. Question 10: Can you provide a list of existing equipment (HVAC & other appurtenances) with specifications and also provide what equipment is ETR/Relocated and/or removed? **Response: The current project team does not have this list, please refer to Task 1-E-b during the first site visit with the Architect and HVAC Engineer and a list will need to be developed. It is assumed that all Rooftop Equipment will be removed, stored, and reinstalled by the General Contractor during construction, but if the design team investigation determines that the equipment requires replacement or permanent removal that scope will be captured in this design.**
13. Question 11: Would it be preferable for the Town to contract directly with Hazmat and

cost estimator consultants for insurance purposes? **Response: The hazmat consultant and cost estimator are included in the Designer's contract.**

14. Question 12: Under project start up, when are the regulatory review summary and code analysis expected to be delivered? **Response: The current target is October 2024, pending further discussions with the awarded Designer.**
15. Question 13: Do the hazmat consultant and the roof cutting testing consultant need to be identified in the bid response form? **Response: No.**
16. Question 14: How was the \$4.1 M budget developed? **Response: The Owner established this construction budget of \$4.1M.**
17. Question 15: Is a secondary cost estimate required for the potential solar panels? **Response: No this will be estimated as an add alternate during the estimating process.**
18. Question 16: Are soft costs (i.e. designer fees, permitting, etc...) included in the \$4.1 M construction budget? **Response: No, this \$4.1M construction budget is for construction only it does not include soft cost items.**
19. Question 17: Has there been a solar study completed? **Response: No**
20. Question 18: Will the Municipal Light Department only be involved in the solar/solar ready roof scope of work? **Response: Correct**
21. Question 19: Can the future solar scope be further defined (should a solar consultant be included)? **Response: The Design Team must have knowledge and experience with current solar designs and installations.**
22. Question 20: Are there any existing MEP drawings that could assist to identify MEP related objects on the roof for relocation / temporary disconnect to facilitate roof replacement? **Response: Hard copies of the existing drawings are available in the Marblehead Public Schools Facilities Office, we are trying to obtain an electronic version – if an electronic version is obtained a link will be sent out in an addendum.**
23. Question 21: Are existing HVAC Roof Top Units, VRF units, Exhaust Fans, etc. on dunnage or direct mount to roof that would impact the HVAC/Electrical scope of work? **Response: Existing conditions vary and will be reviewed via initial walkthroughs with the Designer. Example: there is an existing electrical conduit running on top of the lower roof above the vocational shops that feeds the snack shack – as part of this designer's scope of work the District would like to review relocating this line.**

24. Question 22: Please confirm there is no roof mounted generator. **Response: Confirmed**
25. Question 23: Please confirm if any existing plumbing vents currently penetrating the roof would be impacted when the roof membrane is replaced. **Response: All roof penetrations must be reviewed and considered when developing roof replacement scope.**
26. Question 24: The RFP references potential for roof PV ready (add alternate) . Has there been any discussions relative to a new PV inverter room on the roof or within the building which would impact the MEP scope of work? **Response: There have been no discussions to date regarding a location for the new PV inverter. Any potential scope related to solar panels will be considered during the design phase.**
27. Question 24: At what point would the consultant/contractor carried by The Designer be performing test cuts in the roof? **Response: During schematic design, the sooner the better.**
28. Question 25: How frequently will site meetings occur during construction administration? **Response: Please reference Task 6A.**
29. Question 26: Does the design team need to review bids and answer any pre-construction questions? **Response: Yes this is part of the Designer's scope during bidding – please reference Task 5 for further details associated with this phase.**
30. Question 27: What is the anticipated construction duration (Number of weeks)? **Response: Please reference Task 1-E-g, construction administration is assumed to be April 15, 2025-October 31, 2025 when the General Contractor is on board they will provide their schedule which may differ from the assumed duration.**
31. Question 28: Is the Designer AOR required to be a prime team member? **Response: Please refer to the Question 3 response above.**
32. Question 29: Is commissioning of solar scope part of the Construction Administration phase? **Response: If the solar add alternate is accepted the commissioning of it would be an additional service.**
33. Question 30: Is the solar scope of work to be treated entirely as a Project Alternate? **Response: Correct**



<b>Marblehead HS Roof Replacement Designer Briefing</b>	<b>07/19/2024</b>
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1. Team Introductions:

- a. Owner: Marblehead Public Schools (MPS)
- b. Owner's Project Manager: Leftfield Project Management

2. Project Overview - LeftField/ MPS

Marblehead HS was completed in 2002 and since then the roof has undergone many patches and repairs, but now it is time for full replacement. The existing roof is a TPO 60mil white mechanically fastened roof with 2 layers of polyiso sitting on 22 gauge corrugated steel. The project must be completed by 10/31/2025. The estimated construction budget is \$4.1M. The Designer's fee will be negotiated.

3. Schedule Overview - Leftfield

Questions Deadline: 7/24/24 at 12pm

All questions must be submitted via email to [ELong@leftfieldpm.com](mailto:ELong@leftfieldpm.com)

Addendum 1 will be issued by 7/26/24

Submissions Due: 7/31/24 at 12pm

All packages will be submitted electronically to Leena & Brian

# Meeting Sign-In Sheet

Project: Marblehead High School Roof Replacement

Meeting Topic: Designer Briefing

Date: 7/19/24

Time: 10:30AM



Name	Company	Phone Number	Email
Leena Long	LeftField	781-584-2801	Elong@LeftFieldpm.com
Brian Dakin	LeftField	617-285-5187	Bdak@LeftFieldpm.com
Todd Bloodgood	Marblehead Public Schools	781-639-3140	Bloodgood.todd@marbleheadschoools.org
Molly Paris	Raymond Design Associates	(508) 514-9374	mparis@rda-design.com
ELIENA ZHELEZOV	GRV ARCHITECTS, INC	508-667-4421	EZHELEZOV@GRVARCHITECTS.COM
Bob Keenan	HRT Architects	617-803-5534	bkeenan@HRTArchitects.com
KATIE CREAMER	GAGE ASSOCIATES, INC	978-979-1657	krc@gainc.com
Steven Medeiros	Civitects Architecture	774, 357, 5353	Smedeiros@civitects.com
ADAM ROYLE	HARBERS + ASSOCIATES	781-871-9804	AROYLE@HARBERSARCH.COM
Ed Sprenke	GRLA	508-298-9854	esprente@grlandarchitects.com
EUGENIO FERRELLER	STUDIO UMBRA	617-650-0411	EUGENIO.FV@STUDIO-UMBRA.COM
DORENY LEE	CSS ARCHITECTS	617, 905, 5596	RLee@cssarchitects.com
MORGAN SAWYER	GIENAPP ARCHITECTS	315-552-4157	msawyer@gienapparchitects.com
Nilda PS. Seising	URS	617, 996, 6573	MAT @ JOE THE ARCHITECT.COM
MATT DROSSELMEIER	JOE THE ARCHITECT	617, 899, 5041	JACK, PUSHP @SOCOTEC.US
JACK PUSHP	SOCOTEC		



## **Addendum #2**

### **REQUEST FOR SERVICES (RFS) FOR DESIGN SERVICES**

#### **Marblehead High School Roof Replacement Town of Marblehead/ Marblehead Public Schools Marblehead, MA**

Date: July 26, 2024

This addendum is being issued to amend and shall supplement and become part of the Town of Marblehead/ Marblehead Public Schools Request For Services (RFS) dated July 10, 2024. Responses to questions are **bolded** below.

- 
1. Attachment #1 –SMMA Roof Plan for Marblehead High School for reference only dated 7/26/2001

END of Addendum #2





**Raymond Design Associates, Inc.**  
60 Ledgewood Place, Rockland, Massachusetts 02370  
Telephone 781-561-5270

**DESIGN FEE PROPOSAL**

**Marblehead High School**  
**Roof Replacement and Related Work**  
  
**Marblehead, MA**

RDA Project Number: MARB2401

**PROJECT: Marblehead School Roof Replacement**  
  
Marblehead, MA 02458

**ATTENTION: Eileena Long**  
Owner's Project Manager  
LeftField Project Management  
Via Email

**Date: October 3, 2024**

Marblehead High School  
2 Humphrey Street  
Marblehead, MA 01945

Approximately 116,866 sf of single-ply 'flat' roofing system  
Approximately 8,437 sf of sloped fiberglass shingle roofing  
Building Constructed in 2000 / No Additions / No Modulars

For the purposes of this proposal, the owner will be the Town of Marblehead as represented by the Marblehead School Department ("MPS"), and the designer will be Raymond Design Associates, Inc. ("RDA").

Based on our site visit at the Marblehead High School on August 15, 2024, and our review of blueprints subsequently provided by the Town of Marblehead, we are pleased to submit this fee proposal covering design services for the roof replacement and mechanical/electrical/plumbing work related to the roofing replacement as noted below.

It is RDA's understanding that all existing roofing systems have reached the end of their useful life expectancy and are to be removed and replaced in their entirety. The 'flat' portion of the roof consists of an existing TPO membrane roofing system installed in the year 2000 and the 'sloped' roof portion consists of an existing fiberglass shingle roof system also installed in the year 2000. MPS wishes to have the re-roofing completed by the Fall of 2025.

RDA is also being retained to evaluate the condition of the mechanical units on the roof including, but not limited to, rooftop units (RTU's), make up air (MUA) units, condensing units (CU's) and exhaust fans (EF's). An initial evaluation will be performed by RDA as a reimbursable expense under this contract. The repair or replacement of any units may be added to RDA's scope of services as an Additional Service, subject to written approval from MPS.

It is our understanding that the roofing and flashing materials have not been tested for hazardous materials nor have any of the sealants at wall penetrations, or any of the mechanical equipment subject to replacement as part of this project. However, based on the year of construction, and for the purposes of this proposal, it is assumed that no hazardous

materials will be encountered. Should suspicious materials be encountered, testing and removal design services will be provided as an Additional Service, subject to written approval from MPS.

RDA has not been asked to assess the existing roof for the potential installation of photovoltaic (PV) panels including the structural capacity of the roof, nor the potential generating capacity or cost of a PV installation. This can be provided as an Additional Service if so desired.

This fee proposal is inclusive of all consultants for the re-roofing scope, including those responsible for the analysis of mechanical, plumbing, and electrical systems impacted by the replacement of the roofing system. Also included in our Basic Services fee is a series of investigative roof cuts (including patches) in order to verify the makeup of the existing roofing, flashing, and decking systems for design analysis.

Beyond the roof test cuts, any other testing, including but not limited to, infrared or nuclear testing to identify wet insulation and/or suspected hazardous materials, will be invoiced on a cost plus 10% basis.

The scope of our design services shall break down by phase as follows:

- 1. As-Built Plans and Existing Conditions Assessment:** We have received the as-built plans for the original building. We will review the existing plans and make field visits to verify the accuracy of the plans. We will create existing condition drawings, incorporating any field adjustments we've noted in order to have an accurate accounting of the conditions as they presently exist.

We need to gather information about the existing materials, including the existing roofing system composition down to the structural deck, so roof cuts and potential materials sampling and testing will be done during this phase. Roof test cuts will be performed by Standard Restoration, a professional commercial roofing company as part of our services.

The identification of wet insulation will also be necessary during this phase. This will be performed by IR Anylizers, Inc. Any hazardous materials sampling, if required, will be performed by Universal Environmental Consultants, LLC. Both of these services will be invoiced at cost plus 10%.

- 2. Conceptual Design Options and Preliminary Estimates:** After we have verified the existing conditions, we will generate two scope options with preliminary estimates of construction costs for new roofing systems, including typical edge detailing requirements, and possible masonry and through-wall flashing replacements at adjacent walls that might be necessary. The first option will be a minimum 'code required' membrane replacement with an allowance for the potential removal of wet insulation. The second option will add the cost of installing 3-inches of rigid insulation over the existing roof system, as would be required to meet energy conservation requirements.

Our preliminary cost estimates for both of these options will be provided by a professional cost estimator familiar with current market conditions during this phase in order to assist MPS in determining whether their existing funding allowance is sufficient to proceed with design and bidding documents for the roofing replacement. These preliminary estimates will also include 'order of magnitude' cost estimates for the wholesale rooftop mechanical unit replacements: One for the gymnasium units (only) and the other for all other units on the roof.

RDA will provide an 'in-depth' review of all the rooftop mechanical units through GGD Engineering, and specific recommendations/cost estimates for the repair and/or replacement of any equipment that requires it. The cost of this mechanical review and recommendation service will be invoiced on a cost-plus basis. The cost of subsequent design services to implement any repairs or replacements that MPS wishes to pursue will be provided as an Additional Service once a scope of work has been determined and approved by MPS.

- 3. Schematic Design Documents:** Upon selection of MPS's preferred roof design option, including any mechanical/electrical work that MPS wishes to include based on RDA's review of rooftop mechanical units. RDA

will generate a phasing schedule and a technical set of plans and specifications that capture the design scope for estimating by a professional cost estimator, with break out pricing for any potential ‘bid alternates’.

RDA will attend up to two public meetings in person (if so requested), and/or as many online (i.e. Zoom) meetings as are requested in order to assist MPS in determining the appropriate scope and schedule for bidding and construction.

- 4. **Construction Documents:** Upon approval of the final scope of work by MPS, RDA will develop final construction documents sufficient to obtain permits as well as competitive bid prices from qualified contractors. We assume that the bidding will include filed sub-bidders working under a ‘roofing prime’ general contract.

The set of construction documents will include plans and exterior elevations as well as sections and details that address each condition that will be encountered when the work is being implemented.

No other in-person hearings or submissions are included in our fee; however, we will be available for as many online meetings as are requested. We will provide a final estimate at the 60% construction document milestone to verify that the project scope is within the budget before it is issued for bid.

- 5. **Bidding:** We understand that MPS’s intent is to bid roof replacement work in early January 2025, but this is subject to timely decisions and the final scope of work approved by MPS. As such, this date is subject to change.

RDA will assist with the bid process by conducting an on-site pre-bid conference and answering bidder questions. We will provide addenda and sketches as necessary to address questions that may arise during this phase.

RDA assumes that the project will be bid electronically, including the opening and compilation of final bid results for both filed sub-bids and general bids. We will review the bids and provide a reference and recommendation for award to the successful bidder.

- 6. **Construction Administration:** The Building Department will require that this project complies with the Controlled Construction provisions of the Massachusetts State Building Code, and we will provide the initial affidavit as part of the permit application process. We will then make periodic site visits and attend regularly scheduled field meetings to verify the design intent is being maintained through the construction phase. We will provide ASI’s as required and respond to all RFI’s in a timely manner. We will review each requisition for payment from the contractor and ensure that it is commensurate with the amount of work that is in place. Near the end of construction, we will generate a punch list of work that needs to be completed or corrected. At the completion of the project, we will submit a final affidavit to the Marblehead Building Department as our testimony that the work was done according to the approved plans and specifications.

We understand that, to the greatest extent possible, the work should take place over the Summer 2024. This is appropriate for the roof replacement scope and, as such, this fee proposal includes eight months of construction administration and closeout services, stretching from April 2025 through November 2025. Should any (*yet to be determined*) rooftop mechanical scope require separate bid packages or a longer project schedule, additional fees will be required.

Our fee proposal for Basic Services to perform the design services outlined in Phases 1-6 above shall be the lump sum amount of Four Hundred Thousand Dollars (\$400,000-) and breaks down by phase as follows:

1 & 2. As-Built Verification, Conceptual Options, and Preliminary Estimates	\$ 40,000-
3. Schematic Design and Estimate for Approved Scope of Work	60,000-
4. Construction Documents and Final Estimate for Approved Scope of Work	180,000-
5. Bidding	20,000-
6. Construction Administration and Closeout	100,000-
<b>Total</b>	<b>\$400,000-</b>

Reimbursable Allowances Included in the Contract:

A. Mechanical Engineering Analysis of Existing Rooftop Equipment	\$ 15,000-
B. Roof Scanning to Identify Moisture	\$ 10,000-
C. Design Services for Rooftop Equipment Repair or Replacement	\$ TBD if authorized
D. Photovoltaic (PV) Analysis and/or Design Services	\$ TBD if requested

Notes:

1. *This fee proposal does not include any structural engineering to modify the existing roof structure.*
2. *This fee proposal does not include the costs for an Industrial Hygienist to test for, or provide specifications for the abatement of hazardous materials, or monitoring and project management of any required abatement work. Should hazardous materials be encountered during our work, a separate fee can be provided for hazardous materials specification and monitoring services.*
3. *This fee proposal does not include design services for the repair or replacement of any mechanical equipment. As part of our basic services, our design work will assume that all existing rooftop equipment will be removed and reinstalled, on new (raised) curbs where required.*
4. *This fee proposal does not include any design services related to the study or design of photovoltaic systems.*

We have provided an executed copy of the Town of Marblehead's standard designer contract. If you agree with this fee proposal, please sign, date and return one copy of the contract to RDA.

Thank you.

Sincerely Yours,  
**Raymond Design Associates, Inc.**



Gene S. Raymond Jr., AIA, LEED AP  
President

cc: Steven Watchorn

# PROPOSAL FOR: Marblehead High School Roof Replacement Town of Marblehead



Submitted: July 31, 2024



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- Town Forms
- Insurance Certifications



July 31, 2024

Marblehead Public Schools  
9 Widger Road  
Marblehead, Massachusetts 01945  
Attn: E. Long, LeftField Project Management

Re: Roof Replacement  
Marblehead High School

Dear Members of the Marblehead Designer Selection Panel:

Raymond Design Associates, Inc. (**RDA**) is pleased to submit our qualifications as designers for the re-roofing and related improvements at the Marblehead High School. Having evaluated existing conditions and designed/administered the reconstruction of building systems at an extensive number of Occupied Massachusetts Public Schools over the past thirty-eight years, our staff possesses the technical skills and specialized knowledge to effectively design and oversee the safe replacement of your roof systems in your occupied school buildings and, where required, during aggressive 'summer-slammer' time constraints, all in conformance with the Massachusetts Stretch and International Energy Conservation Codes.

**Our experience in providing timely and cost-effective services on past Roof Replacement projects all over the Commonwealth is testament to our qualifications for this assignment and the value we bring to the Districts that we have worked for.**

And, of significant importance, is that your OPM, your District, and your Community have previous experience working with RDA, and you all have personal knowledge of the diligence and thoroughness with which we pursue our work based on our many years of designing and overseeing the construction of your new Brown Elementary School. We bring that same level of commitment to all the work we take on, and I want to be clear right up front, that we don't only design new schools. We have specialized staff on our team that are highly experienced in building envelope work, and we excel at roof, window/door, and envelope repair and replacement projects all over the state. It's a significant portion of our workload.

We will be performing our work on your project with a combination of in-house RDA staff and a variety of specialized consulting professionals. We have a Registered Roofing Consultant and a specialty roofing contractor who acts as our Roofing Inspector. Both of these roofing professionals bring their experience to bear on our options analysis, designs, and construction oversight. These two specialists are heavily involved in the exploratory work that occurs right at the beginning of the project (on a fast track!) and continue through the oversight of our construction detailing and construction administration. We've worked as a unified team on all of our previous building envelope projects over the past 15-years.

I also want to point out that we are well aware of the questions that will arise in the community around the potential for placing photovoltaic panels on the roof. Our team has extensive experience assessing the structural capacity of existing roofs, providing panel layouts, calculating the cost of PV installation, and projecting the annual savings in electrical usage that a District can expect. We package all of this in a life-cycle cost analysis format that is easy to present to town boards and financing officials. We have successful experience working with Marblehead Light Department and providing support in securing grants for communities.



Roof Replacement: Middleboro Early Childhood Center

We take pride in working well in challenging and complex occupied school environments and easily implementing Roof Replacement projects in occupied school buildings, as is demonstrated by the projects listed within our DSB Application. We know that you have listed a fairly 'long' construction timeline in your RFS, and we've provided you with a Project Schedule that reflects it (please see Item 10 of the DSB Application), however, with the thorough and efficient prosecution of our explorations, options analysis, and construction documents, we have no doubt that we will be able to cut down your projected installation timeline significantly, perhaps even into a 'summer slammer'. Obviously, any reduction on the construction timeline will only benefit the educational program taking place inside the High School.

### Minimum Qualifications

RDA certifies that it has met the minimum requirements of this RFS. We also acknowledge receipt of the Addenda that have been issued and note that we have no limitations or qualifiers related to the types or locations of any services that may flow out of this contract.

RDA is a qualified Designer within the meaning of M.G.L. Chapter 7C, Section 44, employing a Massachusetts registered Architect responsible for, and being in control of, the services provided pursuant to the Contract.

We have included a DSB Application; we have designated an individual who will serve as the Project Director and Project Manager; our Project Manager is a registered design professional with well over 10-years' experience; we have thorough knowledge of the Massachusetts State Building Code, Stretch Code, the ADA, and the Regulations of the Massachusetts Architectural Access Board Regulations; we have a thorough knowledge, and experience with, all public bid laws, including MGL Ch. 149, Section 44A-M; we have the financial and operational ability to perform services on the project within established budgets and time schedules; and we are not debarred under MGL Ch. 149 or disqualified under MGL C7C.

SDO letters from two of our consulting team members follow this cover letter. Please note that we have been especially cognizant to include both MBE and WBE consultants as part of our project team.

Thank you for your consideration of our qualifications. We would be honored and excited to continue our excellent working relationship with the MSBA on any of these assignments.

Sincerely Yours,  
**Raymond Design Associates, Inc.**



Gene S. Raymond Jr., AIA, LEED AP, MCCPO, President

We carry professional liability insurance in the amount of \$2,000,000 per claim and aggregate limit and have never had any litigation associated with our firm's projects or services. We certify that we are in receipt of all Addenda issued in regard to this RFQ. RDA has been in operation for over nineteen years, and RDA is a qualified Designer within the meaning of M.G.L. Chapter 7C, Section 44, employing a Massachusetts registered Architect responsible for, and being in control of, the services to be provided pursuant to the Contract.



Brown Elementary School, Marblehead



The Commonwealth of Massachusetts  
Office of the Inspector General  
OIG Academy



SCHOOL PROJECT DESIGNERS & OWNER'S PROJECT MANAGERS  
CERTIFICATION

This certificate is presented to

**Gene S. Raymond, Jr.**

Certification required by the Massachusetts School Building Authority (MSBA)  
Regulations 963 CMR 2.11 (12) and 2.12 (6)

**This certification expires on February 16, 2027**

**AIA**  
**Continuing**  
**Education**  
**Provider**  
Elective 6. LUs

Jeffrey S. Shapiro

Inspector General



**The Commonwealth of Massachusetts**  
**Office of the Inspector General**



Massachusetts Certified Public Purchasing Official Program

**SCHOOL PROJECT DESIGNERS & OWNER'S PROJECT MANAGERS**  
**CERTIFICATION**

This certificate is presented to

**Steven Watchorn**

Certification required by the Massachusetts School Building Authority (MSBA)

Regulations 963 CMR 2.11 (12) and 2.12 (6)

**This certification expires on October 27, 2025.**

*Jeffrey S. Shapiro*

**Jeffrey S. Shapiro**

Inspector General



Elective 24.5 LUs

©2022. MA Office of the Inspector General, One Ashburton Place, Room 1311 Boston, MA 02108 | (617) 727- 9140

Alteration or misuse of this certificate is prohibited.



**THE COMMONWEALTH OF MASSACHUSETTS**  
Executive Office for Administration and Finance  
**SUPPLIER DIVERSITY OFFICE**

One Ashburton Place, Suite 1017  
Boston, MA 02108-1552  
Maura Healey  
Governor  
Kim Driscoll  
Lieutenant Governor  
Matthew Gorzkowicz  
Secretary  
William M. McAvoy  
Executive Director



**THE COMMONWEALTH OF MASSACHUSETTS**  
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Boston, MA 02108-1552  
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Matthew Gorzkowicz  
Secretary  
William M. McAvoy  
Executive Director

May 24, 2023  
Mr. Mehul Dhruv  
Engineers Design Group, Inc.  
389 Main Street, Suite 401  
Malden, MA 02148-5173

Dear Mr. Dhruv:

Congratulations! Your firm has been renewed as a minority business enterprise (MBE) with the Supplier Diversity Office ('SDO') under the business description of **STRUCTURAL ENGINEERING CONSULTING SERVICES**. Your firm will be listed in the SDO Certified Business Directory and the Massachusetts Central Register under this description. **This letter serves as the sole proof of your SDO certification.** Your designation as a MBE is valid for three (3) years unless revoked pursuant to 425 CMR 2.00.

Your firm's next renewal date is June 07, 2026. SDO will send written renewal notices to your business and/or e-mail address on file approximately thirty (30) business days prior to your firm's three (3) years certification anniversary. Additionally, every six (6) years, certified companies that wish to remain certified may undergo a substantive review which will require certain updated supporting documentation.

SDO also reserves the right to monitor your firm and to perform random spot checks to ensure the firm continues to meet the certification criteria. Your firm is required to notify the SDO in writing of any material changes. Examples include but are not limited to changes in its business description, as well as business phone number, fax number, business' physical location, webpage and e-mail addresses. Other reportable changes include business structure, ownership (the business is sold or transferred), control and outside employment. You also have a duty to report decertification and debarment notices from this or any other jurisdiction. Failure to abide by the continuing duty requirements shall constitute grounds for the firm's decertification.

We look forward to working with you and your firm to maximize its business opportunities. Should you have any questions, please feel free to contact us via email at [wsdo@state.ma.us](mailto:wsdo@state.ma.us).

Sincerely,

William M. McAvoy  
Executive Director

September 20, 2023  
Dr. Lilia Abron  
Peer Consultants, P.C.  
409 12th Street SW, Suite 603  
Washington, DC 20024

Dear Dr. Abron:

Congratulations! Your firm has been renewed as a minority and woman business enterprise (MBE and WBE) with the Supplier Diversity Office ('SDO') under the business description of **CIVIL ENGINEERING, FACILITIES SUPPORT, AND CONSTRUCTION MANAGEMENT SERVICES**. Your firm will be listed in the SDO Certified Business Directory and the Massachusetts Central Register under this description. **This letter serves as the sole proof of your SDO certification.** Your designation as a MBE and WBE is valid for three (3) years unless revoked pursuant to 425 CMR 2.00.

Your firm's next renewal date is September 08, 2026. SDO will send written renewal notices to your business and/or e-mail address on file approximately thirty (30) business days prior to your firm's three (3) years certification anniversary. Additionally, every six (6) years, certified companies that wish to remain certified may undergo a substantive review which will require certain updated supporting documentation.

SDO also reserves the right to monitor your firm and to perform random spot checks to ensure the firm continues to meet the certification criteria. Your firm is required to notify the SDO in writing of any material changes. Examples include but are not limited to changes in its business description, as well as business phone number, fax number, business' physical location, webpage and e-mail addresses. Other reportable changes include business structure, ownership (the business is sold or transferred), control and outside employment. You also have a duty to report decertification and debarment notices from this or any other jurisdiction. Failure to abide by the continuing duty requirements shall constitute grounds for the firm's decertification.

We look forward to working with you and your firm to maximize its business opportunities. Should you have any questions, please feel free to contact us via email at [wsdo@state.ma.us](mailto:wsdo@state.ma.us).

Sincerely,

William M. McAvoy  
Executive Director

1 Project name/location for which firm is filing:  
 School or Municipal **Marblehead High School**  
 Project Name **Roof Replacement**  
 City, State **Marblehead, MA**

2 Project #  
 This space for use by awarding authority only.

3a Firm (or joint-venture) - name and address primary office to perform the work:



**Raymond Design Associates Inc.**  
 60 Ledgewood Place  
 Rockland, Massachusetts  
 02370

3e Name of proposed project manager:  
**Steven Watchorn, AIA, ALEP, LEED AP BD+C**  
**MA Reg. #51095 (Architect)**

3b Date present and predecessor firms were established: 2005

3f Name and address of other participating offices of the prime applicant, if different from item 3a above: N/A

3c Federal ID #: 20-3030729

3g Name and address of parent company, if any: N/A

3d Name and title of principal-in-charge of the project (MA registration required):  
 name: **Gene S. Raymond Jr., AIA, LEED AP, MCPPO**  
 Principal in Charge, MA Reg. #8182 (Architect)  
 email address: **graymond@rda-design.com**  
 telephone no: **781-421-3480**  
 fax no: **781-982-4298**

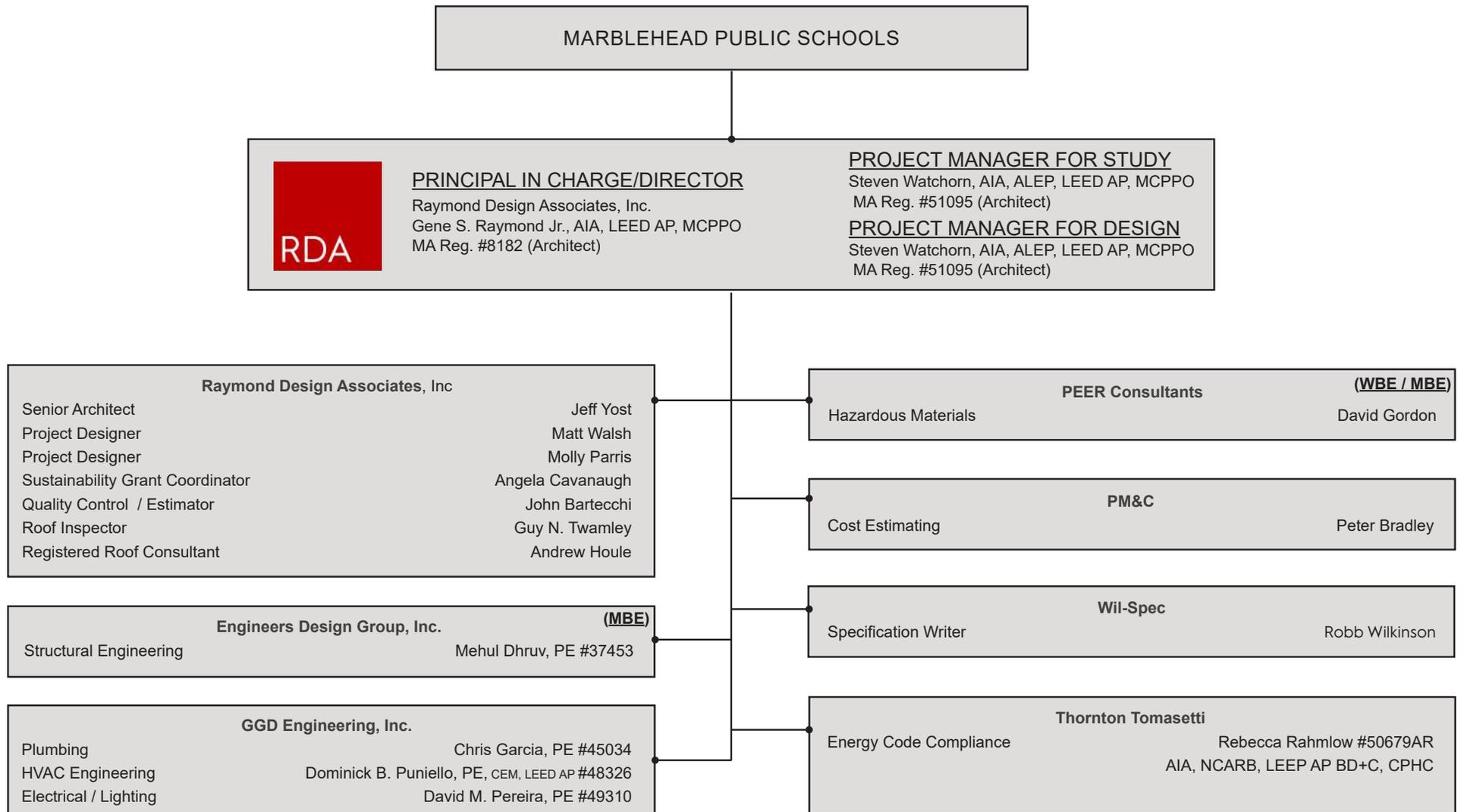
3h Check below if your firm is either  
 (1) SDO certified minority business enterprise (MBE)  
 (2) SDO certified woman business enterprise (WBE)  
 (3) SDO certified minority woman business enterprise (M/WBE)  
 (4) SDO certified service disabled veteran owned business enterprise (SDVOBE)  
 (5) SDO certified veteran owned business enterprise (VBE)

4 Personnel from prime firm included in question #3a above by discipline (list each person only once, by primary function -- average number employed throughout the preceding 6 month period. Indicate both the total number in each discipline and, within brackets, the total number holding Massachusetts registrations):

Admin. personnel	2 ( )	Ecologists	( )	Licensed Site Profs.	( )	Other	( )
Architects	8 ( 7 )	Electrical Engineers	( )	Mechanical Engineers	( )		( )
Acoustical Engineers	( )	Environmental	( )	Planners: Urban/Reg.	( )		( )
Civil Engineers	( )	Fire Protection	( )	Specification Writers	( )		( )
Code Specialists	( )	Geotechnical Engineers	( )	Structural Engineers	( )		( )
Construction Inspectors	2 ( )	Industrial	( )	Surveyors	( )		( )
Cost Estimators	( )	Interior Designers	( )	Project Managers	( )		( )
Drafters	2 ( )	Landscape	( )	Designers	3 ( )		( )
							TOTAL: 17 ( 7 )

5 Has this joint-venture previously worked together?  YES  NO N/A

6 Section 6 - List ONLY those prime and sub-consultant personnel specifically requested in the advertisement. This information should be presented below in the form of an organizational chart. Include name of firm & name of the one person in charge of the discipline, with Mass. Registration Number. As well as MBE/WBE status, if applicable.



7 Section 7 - Brief Resume of ONLY those prime applicant and sub-consultant personnel requested in the advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the organizational chart in question #6. Additional sheets should be provided only as required for the number of key personnel requested in the advertisement and they must be in the format provided. By including a firm as a sub-consultant, the prime applicant certifies that the listed firm has agreed to work on this project, should the team be selected.

a Name & Title Within Firm:

**Gene S Raymond Jr., AIA., LEED AP, MCPPO**  
President



b Project Assignment:

**Principal In Charge / Director**

c Name & Address of Office:

**Raymond Design Associates Inc.**  
60 Ledgewood Place  
Rockland, Massachusetts 02370

- MBE
- WBE
- SDVOBE
- VBE

d Years Experience With this Firm: **17** With Other Firms: **20**

e Education: (SINCE 2005)

**Bachelor of Architecture / 1985**

f Active Registration:

**1990 / Architecture / MA # 8182, SC #6762, NJ and RI (Inactive)**

g Current Work Assignments and Availability for this Project:

<b>Current Work:</b>	<b>Availability:</b>
Foster Elementary School (CA), Hingham	<b>IMMEDIATELY AVAILABLE</b> for this
Pickering Middle School (Design), Lynn	project as a 'Hands-On' P-I-C

h Other Experience and Qualifications relevant to the proposed project:  
(Identify firm by which employed, if not current firm)

**Gene S. Raymond Jr.**, Principal and Founder of Raymond Design Associates, has been directly involved with close to seventy-five K-12 school design assignments in over thirty-five different Massachusetts communities since 1985. These have ranged from needs assessment, district-wide master planning, and conceptual design studies, to large multi-phase construction projects in occupied school buildings. He has earned a well-deserved reputation for superior design work that is customized to enhance 21st century educational programming, stays within budget, is completed on time, and provides superior energy efficiency and low life-cycle costs. His educational programming and design skills have been central to addressing the need for grade reconfigurations, capacity for growing enrollments, upgrading or replacing deteriorated buildings, and addressing programmatic parity issues through multi-building programs.

Four of his latest school designs have been recognized by the Massachusetts School Building Authority as 'Model Schools', speaking to their superior programmatic design responses, flexibility, cost effectiveness, and ability to support forward-looking 21st Century educational programs.

Mr. Raymond is a LEED-Certified 'green building' professional. RDA's latest new middle school project in the City of Lynn, MA achieved a LEED Gold rating from the USGBC, capturing 19 of a possible 19 points in the energy-efficiency category.



Thurgood Marshall Middle School, Lynn



Uxbridge High School



Brown Elementary School, Marblehead



Deer Hill Elementary School, Cohasset

**Exemplar Elementary Schools**

- Abington Early Childhood Center, Abington
- Studley Elem School, Attleborough
- Mitchell Elem School, Bridgewater
- Deer Hill Elem School, Cohasset
- Center Elem School, Hanover
- Sylvester Elem School Window and Flooring Replacements, Hanover
- Gerry/Coffin/Bell Schools, Marblehead
- Martinson Elem School, Marshfield
- Clyde Brown Elem School, Millis
- Dexter Park Elementary School, Orange
- Cottage St Elem School, Sharon
- Quashnet Elem School Window and Soffit Replacements, Mashpee
- Woodward Elem School, Southborough
- Lowell Elem School, Watertown

**Exemplar Secondary Schools**

- Avon Middle-High School
- Algonquin Regional High School
- Brown Middle School, Newton
- Cohasset Middle-High School
- Coolidge Middle School, Reading
- Day Middle School, Newton
- Furnace Brook Middle School, Marshfield
- George R. Austin Middle School, Lakeville
- Grafton Memorial Senior High School
- Hanover High School – Science Wing
- Oak Hill Middle School, Newton
- Trottier Middle School, Southborough
- New Uxbridge High School



7 Section 7 - Brief Resume of ONLY those prime applicant and sub-consultant personnel requested in the advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the organizational chart in question #6. Additional sheets should be provided only as required for the number of key personnel requested in the advertisement and they must be in the format provided. By including a firm as a sub-consultant, the prime applicant certifies that the listed firm has agreed to work on this project, should the team be selected.

a Name & Title Within Firm:  
**Steven Watchorn, AIA, ALEP, LEED AP BD+C**  
**Senior Project Manager**

b Project Assignment:  
**Project Manager**

c Name & Address of Office:  MBE  
 WBE  
 SDVOBE  
 VBE  
**Raymond Design Associates Inc.**  
 60 Ledgewood Place  
 Rockland, Massachusetts 02370



d Years Experience With this Firm: **5** With Other Firms: **18**

e Education:  
**Master of Architecture / Master of Urban Planning / 2002**

f Active Registration:  
**2016 / Architecture / MA # 51095**

g Current Work Assignments and Availability for this Project:

Current Work	Availability
Horace Mann Elementary (Design), Newton	<b>IMMEDIATELY AVAILABLE</b> for this
Patrick J. Kennedy School (CA), Boston	<b>project as required</b>

h Other Experience and Qualifications relevant to the proposed project:  
 (Identify firm by which employed, if not current firm)

**Steven Watchorn** is a Senior Project Manager who began his career working with Gene Raymond in 1999 through the early years of RDA. His approach to design stems from his background in Planning, allowing him to focus on details without losing perspective on the big picture. Steven excels at solving problems and methodical hands-on approach to design.

Prior to re-joining RDA, Steven worked for thirteen years in Boston for CBI Consulting Inc. where he served as Principal Architect. Responsible for Municipal Design Contracts, Steven managed new construction and renovation projects of various sizes, and led a team of Architects and Project Managers in all facets of design and product delivery.

Steven is an Accredited Learning Environment Planner (ALEP) which signifies excellence in the industry, through the Association for Learning Environments.

**Steven has extensive experience managing previous MSBA Accelerated Repair Design projects while Project Manager / Principal at CBI/Socotec, including:**

- |                                   |   |
|-----------------------------------|---|
| Hamilton-Wenham Cutler ES Roof**  | Springfield Daniel Brunton ES Windows** |
| Medway McGovern ES Windows**      | Springfield Mary Walsh ES Windows**     |
| Middleton Fuller Meadow ES Roof** | Springfield Public Day HS Windows**     |
| North Brookfield Windows**        | Springfield STEM School Roof**          |
| North Quincy High School Roof**   | Stoughton West ES Windows**             |
|                                   | Wayland Loker ES Windows**              |



Hamilton-Wenham Culter ES  
 Roof Replacement\*\*



North Quincy High School  
 Roof Replacement\*\*



Former Barnstable Community Horace Mann Charter Public School - Roof Replacements\*\*

**Elementary Schools**

- P.J. Kennedy Elem School Addition, Code Upgrades, Window and Boiler Replacements
- Horace Mann Elem School Additions and Renovations, Newton
- Parker Elem School Accessibility Renovations and Window Replacements, New Bedford\*\*
- Fuller Meadow Elem School Roof Replacements, Middleton\*\*
- Freetown Elementary, Freetown\*
- Sylvester Elem School Window Replacements, Hanover\*
- Mitchell Elementary Restrooms, Needham\*\*
- Walsh, Brunton and Day Elem School Window Replacements, Springfield\*\*

**Secondary Schools**

- New Pickering Middle School Design, Lynn
- Barnstable High School (numerous projects), Hyannis\*\*
- Barnstable Intermediate School Envelope Repairs, Hyannis\*\*
- Cohasset HS/MS, Cohasset\*
- North Quincy HS Roof Replacements, Quincy\*\*
- STEM Middle Academy Renovations, Springfield\*\*
- Wachusett Regional High School\*

\* While employed by Strelakovsky Hoit Raymond  
 \*\* While employed by CBI Consulting LLC



7 Section 7 - Brief Resume of ONLY those prime applicant and sub-consultant personnel requested in the advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the organizational chart in question #6. Additional sheets should be provided only as required for the number of key personnel requested in the advertisement and they must be in the format provided. By including a firm as a sub-consultant, the prime applicant certifies that the listed firm has agreed to work on this project, should the team be selected.

a Name & Title Within Firm:

**Jeffery R. Yost, RA**  
**Senior Architect**



b Project Assignment:

**Senior Building Envelope Designer**

c Name & Address of Office:

**Raymond Design Associates Inc.**  
60 Ledgewood Place  
Rockland, Massachusetts 02370

- MBE
- WBE
- SDVOBE
- VBE

d Years Experience With this Firm: **8** With Other Firms: **16**

e Education:

**Bachelor of Science Architecture / 1988**

f Active Registration:

**2018 / Architecture / NY# 041122**

g Current Work Assignments and Availability for this Project:

<b>Current Work</b>	<b>Availability</b>
Breed Middle School (CA), Lynn	Immediately Available for this project as a
Mason Rice and Peirce School Roof Replacements (Bidding), Newton	Contract Documents Coordinator

h Other Experience and Qualifications relevant to the proposed project: (Identify firm by which employed, if not current firm)

**Jeff Yost** has a long history of designing and constructing municipal and K-12 school buildings throughout Massachusetts. He serves one of our lead Project Managers and oversees technical production and specifications at Raymond Design Associates.

While working with Mr. Raymond, Jeff has been responsible for managing major projects including George Austin Middle School in Lakeville, Hamilton-Wenham Joint Public Library, Medfield Town Hall, Boston Police Area A-1 Renovations, Cottage Street and East Elementary Schools in Sharon, Freetown Elementary School, Harwich Elementary School, Avon Middle-High School, Provincetown High School, the new Uxbridge High School, the new Thurgood Marshall Middle School in Lynn, and the New Mitchell School in Bridgewater.

Over his 30+ year career Jeff has completed scores of window/door, and roof replacements, most of which were under compressed timelines, and many of which were phased construction in occupied school buildings. Accelerated Repair Project have included:



Avon Middle / High School



Ashland Middle School Roof



Quashnet ES School, Mashpee



Abbot Elementary School Roof, Westford

**Exemplar MSBA Accelerated Repair Projects**

- Boston – Curley School Roof Replacement
- Boston – McKinley School Roof Replacement
- Boston - Mary Lyon School – Boiler Replacement
- Boston – Kennedy School – Boiler Replacement and HP Upgrades
- Springfield – Harris School, Indian Orchard School, Sumner School – Boiler Replacement
- Mashpee – Quashnet ES – Window and Roof Replacement & HP upgrades
- Bridgewater / Raynham – Bridgewater MS – Roof Replacement
- Bridgewater / Raynham – Merrill ES – Roof Replacement
- Bridgewater / Raynham – LaLiberte ES – Roof Replacement
- Hudson - Mulready Elementary School - Roof Replacement
- Deerfield – Deerfield ES – Roof Replacement
- Provincetown – Provincetown High School – Roof Replacement, Boiler and HP Upgrades
- Framingham – South Middlesex Regional School District – Keefe Technical HS – Roof Replacement
- Northampton – Leeds ES Roof Replacement
- Northampton – RK Finn / Ryan Road ES – Roof Replacement
- Westford – Abbot Elementary School – Roof Replacement
- Ashland – Asland MS – Roof Replacement
- Ashland – Warren ES – Roof Replacement



7 Section 7 - Brief Resume of ONLY those prime applicant and sub-consultant personnel requested in the advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the organizational chart in question #6. Additional sheets should be provided only as required for the number of key personnel requested in the advertisement and they must be in the format provided. By including a firm as a sub-consultant, the prime applicant certifies that the listed firm has agreed to work on this project, should the team be selected.

a Name & Title Within Firm:

**Mathew Walsh, Assoc. AIA, MCPPO**  
Project Designer



b Project Assignment:

**Designer - Roofs & Windows**

c Name & Address of Office:

**Raymond Design Associates Inc.**  
60 Ledgewood Place  
Rockland, Massachusetts 02370

- MBE
- WBE
- SDVOBE
- VBE

d Years Experience With this Firm: **6** With Other Firms: **15**

e Education:

**Bachelor of Science in Architecture/ 1996**

f Active Registration:

**Construction Supervisor's License #10851**

g Current Work Assignments and Availability for this Project:

<b>Current Work:</b>	<b>Availability:</b>
Foster Elementary School, Hingham	Immediately Available for this project
Kennedy Elementary, Boston	as required
C/A for various Healthcare Projects	

h Other Experience and Qualifications relevant to the proposed project:  
(Identify firm by which employed, if not current firm)

**Matt** has been directly involved during all phases from design through construction administration for many projects on public schools in Eastern Massachusetts. Matt's knowledge of building technology and his ability to detail in a pragmatic manner has led to successful window and roof replacement projects that repeatedly fell within budget and on schedule. Matt has worked on many challenging and intricate projects such as the window replacement at Aquinas Jr. College which involved extensive interaction with the EPA to satisfy PCB abatement and encapsulation requirements. For the Upper CCVT window replacement, Matt needed to meet the challenge of replacing the windows on a building located in a high velocity zone that is perched high above the Cape Cod Canal. High impact windows and the stringent mounting details were a design challenge that Matt successfully met.

Most recently, Matt was involved with generating construction documents and coordinating construction administration for the Thomas J. Curran Early Childhood Education Center in Dedham, MA. This newly constructed, 51,000 square foot facility houses the town's early childhood learning center and serves as a welcome center for new families to the Dedham Public Schools.



McKinley ES Roof, Boston



Oak Hill MS Windows, Newton



Uxbridge High School

**Exemplar MSBA Accelerated Repair Projects**

- Boston Adams ES – Window Replacement
- Boston Kennedy ES – Boiler Replacement & HP Upgrades
- Boston Curley School – Roof Replacement
- Boston McKinley School – Roof Replacement
- Upper Cape Cod Regional Vo-Tech – Window and Door Replacement
- Dennis Yarmouth – Ezra Baker Elementary School – Window, Door and Roof Replacement
- Marshfield Public School – Governor Winslow ES – Window Replacement
- Middleborough Public Schools – Memorial Early Childhood Center – Roof Replacement
- Pentucket Bagnell ES – Roof Repair, Window & Door Replacement
- Pentucket Donaghue/ Sweetsir School – Roof Replacement
- Pentucket Page ES – Roof Replacement, Window & Door Replacement
- Sharon Public Schools – Heights ES – Roof Replacement

\*While employed by Knight Bagge and Anderson Inc. (Now RDA)

\*\*While employed by Habeeb & Associates, Inc.

\*\*\*While employed by Strekalovsky, Hoit, Raymond



7 Section 7 - Brief Resume of ONLY those prime applicant and sub-consultant personnel requested in the advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the organizational chart in question #6. Additional sheets should be provided only as required for the number of key personnel requested in the advertisement and they must be in the format provided. By including a firm as a sub-consultant, the prime applicant certifies that the listed firm has agreed to work on this project, should the team be selected.

a Name & Title Within Firm:

**Molly Parris**  
**Project Manager**



b Project Assignment:

**Project Designer**

c Name & Address of Office:

**Raymond Design Associates Inc.**  
60 Ledgewood Place  
Rockland, Massachusetts 02370

- MBE
- WBE
- SDVOBE
- VBE

d Years Experience With this Firm: **1** With Other Firms: **15**

e Education:

**Bachelor of Design Studies / 2015 / Architectural Design**  
**Associates Degree / 2007 / Architectural Technology**

f Active Registration:

**n/a**

g Current Work Assignments and Availability for this Project:

<b>Current Work:</b>	<b>Availability:</b>
Various House Doctor Projects	Immediately available for all phases

h Other Experience and Qualifications relevant to the proposed project:

(Identify firm by which employed, if not current firm)

**Ms. Parris** served as a public employee with Taunton Housing Authority on the Southeast Regional Capital Assistance Team (RCAT) for over seven years. She managed and served as Designer on state-funded capital improvement projects on behalf of multiple local housing authorities, and provides a unique Owner's perspective on our municipal projects.

Prior to her public position, Molly was an Assistant Project Manager for an A/E firm for nearly ten years and managed several successful Municipal House Doctor projects. The projects ranged from studies to building envelope improvements and whole-building renovations.



Temple Ohabei Shalom Renovations, Brookline\*



Radcliffe Yard and Agassiz House Restoration, Cambridge\*

**Exemplar Municipal Projects**

- Bennet Street School Administration, Lynn\*
- Barnstable Town Hall Window Replacements, Barnstable\*
- Clement Street Group Home, Malden\*
- Washburn Heights, Brockton\*
- Temple Ohabei Shalom Historic Restoration, Brookline\*

**Exemplar School Projects**

- Peirce Elementary School Roof Replacements, Newton MA
- Connery and Harrington School, Lynn MA\*
- Ford School, Lynn MA\*
- Mason Rice Elementary School Roof Replacements, Newton

\*While employed by CBI Consulting LLC



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a Name & Title Within Firm:

**Angela B. Cavanaugh, RA, LEED BD+C**  
Registered Architect

b Project Assignment:

**Sustainability Grant Coordinator**

c Name & Address of Office:

**Raymond Design Associates Inc.**  
60 Ledgewood Place  
Rockland, Massachusetts 02370

- MBE
- WBE
- SDVOBE
- VBE



d Years Experience

With this Firm: **7** With Other Firms: **8**

e Education:

**Bachelor of Architecture / 1999**

f Active Registration:

**2011 / Architecture / MA # 50321**

g Current Work Assignments and Availability for this Project:

Current Work:

Foster Elementary School, Hingham  
Kennedy Elementary School, Boston  
Hingham Fitness Center, Hingham

Availability:

Immediately Available for this  
project as required

h Other Experience and Qualifications relevant to the proposed project:

(Identify firm by which employed, if not current firm)

**Ms. Cavanaugh** served as Job Captain and Construction Administrator on numerous municipal projects including the Hanover Public Library, Boston Public Library McKim Wing, Pelham Elementary School, and St. Joseph's Elementary School while working for J. Stewart Roberts & Associates.

After joining Raymond Design Associates, Ms. Cavanaugh has been responsible for a multiple building envelope restoration projects under the MSBA's Accelerated Repair Program, all of which have contributed to substantial energy-efficiency improvements and lower operational costs.

She assisted in the completion of construction administration at Uxbridge High School and was a key member of RDA's sustainability and design team for our LEED-Gold certified Thurgood Marshall Middle School in Lynn.

Angela most recently headed up construction documents for renovations at Provincetown High School K-8 and was in charge of building envelope and ADA renovations at the Quashnet Elementary School in Mashpee and two buildings at Norfolk County Agricultural High School in Walpole.

She is a LEED-Certified BD+C professional and has led the Bridgewater and Marblehead School Building Committee's through the LEED process, and has organized Design Charrettes with NGRID, Columbia Gas, and our Engineering Consultants to secure substantial energy-conservation grants.



Thurgood Marshall Middle School, Lynn



George E. Mitchell Elementary School, Bridgewater

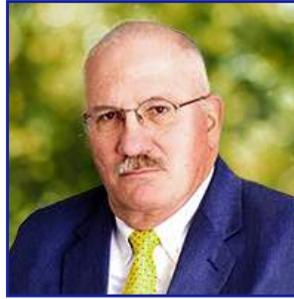
**Exemplar MSBA Accelerated Repair Projects**

- Bridgewater / Raynham Bridgewater MS – Roof Replacement
- Bridgewater / Raynham Merrill ES – Roof Replacement
- Bridgewater / Raynham LaLiberte ES – Roof Replacement
- Deerfield – Deerfield ES – Roof Replacement
- South Middlesex Keefe Technical HS – Roof Replacement
- Northampton Leeds ES Roof Replacement
- Northampton RK Finn / Ryan Road ES – Roof Replacement
- Westford Abbot Elementary School – Roof Replacement
- Asland MS – Roof Replacement
- Ashland Warren ES – Roof Replacement
- Provincetown High School – Roof Replacement and HP Upgrades



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- a Name & Title Within Firm:  
**John E. Bartecchi**  
Quality Control Manager/ Construction Administrator
- b Project Assignment:  
Quality Control / Estimating
- c Name & Address of Office:  MBE  
**Raymond Design Associates Inc.**  WBE  
60 Ledgewood Place  SDVOBE  
Rockland, Massachusetts 02370  VBE



- d Years Experience With this Firm: **17** With Other Firms: **28**
- e Education:  
Bachelor of Science Civil Engineering / 1978
- f Active Registration:  
City of Boston Unrestricted ABC Construction License / 1980

- g Current Work Assignments and Availability for this Project:  
Current Work: Availability:  
Foster Elementary School (CA), Hingham Immediately available for all phases  
Pickering Middle School (Bid), Lynn

- h Other Experience and Qualifications relevant to the proposed project:  
(Identify firm by which employed, if not current firm)

**Mr. Bartecchi** is a top-performing and results-oriented construction management professional with over 40 years of experience and an exceptionally strong track record of successfully managing a vast range of complex construction projects, with cumulative costs of over \$3B, to completion on time and within budget in fast-track and competitive markets. He is a natural leader and is adept at cultivating effective professional relationships with clients, suppliers, contractors, and subcontractors. He provides our designers with extensive hands-on practical experience and a thorough understanding of construction means and methods, project management, on-site representation, and design coordination.

Having worked for numerous construction and construction management firms over the years, John has managed large interdisciplinary design-build teams and constructed building and infrastructure projects in urban, suburban and rural sites throughout the world. While working directly with Mr. Raymond, he constructed additions/renovations at the Lowell Elementary School in Watertown and the Mashpee Town Hall, and the new Clinton High School. He served as our on-site representative and construction administrator at Coolidge Middle School, Hanover Police Station, Millbury Public Library, and the New \$67M Thurgood Marshall Middle School in Lynn, MA, which was completed ahead of scheduled and without touching a dime of the owner's contingency.



Clinton High School



Devonshire Tower, Boston



Thurgood Marshall Middle School, Lynn

**Exemplar Elementary Schools**

- Foster Elementary School, Hingham
- Lowell Elementary School, Watertown
- Brown Elementary School, Marblehead
- Igo Elementary School, Foxboro
- Mitchell Elementary School, Bridgewater
- Fisher Elementary School, Orange
- Quashnet Elementary School, Mashpee

**Exemplar Secondary Schools**

- Pickering Middle School, Lynn
- Coolidge Middle School, Reading
- Uxbridge High School
- Clinton High School

**Other Project Types**

- Mashpee Town Hall
- Merrimack Town Hall
- Revere City Hall
- Devonshire Tower\*\*
- Four Seasons Hotel and Conds\*\* Boston, MA
- Westin Hotel\*\*\* Providence, RI
- Carnegie Tower\* Portsmouth, RI
- Coalition Bases – Iraq / Afghanistan

\*While employed by Bovis Lend Lease Construction

\*\*While employed by Macomber Construction

\*\*\*While employed by Suffolk Construction



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a Name & Title Within Firm:

**Guy N. Twamley**  
Quality Control Specialist



b Project Assignment:

Roofing Construction Inspector

c Name & Address of Office:

**Raymond Design Associates Inc.**  
60 Ledgewood Place  
Rockland, Massachusetts 02370

- MBE
- WBE
- SDVOBE
- VBE

d Years Experience With this Firm: 4 With Other Firms: 25

e Education:

Bachelor of Science Construction Technology / 1986

f Active Registration:

Commonwealth of Mass Unrestricted Construction  
Supervisor's License #CS067055

g Current Work Assignments and Availability for this Project:

<b>Current Work</b>	<b>Availability</b>
Multiple projects underway	Guy Twamley is available as necessary to assure project success.

h Other Experience and Qualifications relevant to the proposed project:

(Identify firm by which employed, if not current firm)

**Guy Twamley** is RDA's part-time Roofing Inspector and Building Envelope Mechanic, responsible for performing all of our test cuts and other destructive testing/patching operations related to our field studies. In addition, Guy performs detailed inspections during our construction field visits and documents not only the status of contractor operations, but more importantly, areas where installations are not in conformance with the requirements of our contract documents. He is an invaluable Quality Control Specialist, assuring our clients are getting not only what they paid for, but the highest quality roof possible.

When not at RDA, Guy runs Standard Restoration Co., and works with Building Restoration Services, both of which specialize in the installation and repair of all types of roofing and exterior building systems. As a mechanic working in the field on a daily basis, Guy Twamley provides RDA's clients with his practical expertise in the proper installation of slate, copper, asphalt, EPDM, PVC, TPO, bituminous built-up roofing, through-wall flashing, metal work, and waterproofing systems.

Mr. Twamley holds an Unrestricted Construction Supervisors license from the Commonwealth of Massachusetts. His expertise includes construction logistics and planning, cost estimating, and a specific knowledge of how best to operate in, and on, complex urban and/or tight suburban sites.



49 Melcher St, Boston



101 Tremont Street, Boston



Building 34, Charlestown Navy Yard



Cats Academy, Briantree



90 Wareham St, Boston

**Exemplar Elementary Schools with RDA**

- Mitchell Elementary School, Bridgewater
- Merrill Elementary School, Raynham
- LaLiberte Elementary School, Raynham
- Warren Elementary School, Ashland
- Leeds Elementary School, Northampton
- Finn/Ryan Rd Elem School, Northampton
- Mulready Elementary School, Hudson
- Deerfield Elementary School, Deerfield
- Quashnet Elementary School, Mashpee
- Abbott Elementary School, Westford
- Curley Elementary School, Boston
- McKinley Elementary School, Boston

**Exemplar Secondary Schools with RDA**

- Ashland Middle School
- Bridgewater Middle School
- Joseph Keefe Technical HS, Framingham
- Provincetown High School

**Higher Ed + Other Project Types**

- \*Cats Academy, Briantree
- \*34 Charlestown Navy Yard
- \*101 Tremont Street High Rise, Boston
- \* 90 Wareham Street, Boston
- \*49 Melcher Street, South Boston

\*While at Building Restoration Services



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a Name & Title Within Firm:

**Andrew Houle**  
RRC



b Project Assignment:

**Registered Roof Consultant**

c Name & Address of Office:

**Raymond Design Associates Inc.**  
60 Ledgewood Place  
Rockland, Massachusetts 02370

- MBE
- WBE
- SDVOBE
- VBE

d Years Experience

With this Firm: **5** With Other Firms: **25**

e Education:

**Bachelor of Science Construction Technology / 1986**

f Active Registration:

**Registered Roof Consultant #0294**  
**Commonwealth of Mass Unrestricted Construction Supervisor's License**

g Current Work Assignments and Availability for this Project:

Current Work	Availability
Multiple projects underway	Andrew Houle is available as required to assure project success

h Other Experience and Qualifications relevant to the proposed project:

(Identify firm by which employed, if not current firm)

**Andrew Houle** is RDA's part-time Registered Roofing Consultant (RRC), responsible for directing all of our roofing and building envelope field studies and following through with the development of specific details for our contract documents. He provides our clients with the benefits of his professional and practical experience from 35 years in the roofing, building envelope, and construction industries, where he has developed expert knowledge of roofing systems, waterproofing, flashing, sealants, and masonry restoration.

When not at RDA, Andrew runs RD&I, a roof consulting firm that specializes in the design and inspection of roofing and exterior building systems.

In addition to his extensive field experience, Mr. Houle holds a Bachelor's Degree in Construction Technology from Purdue University and has earned the designation of Registered Roof Consultant from the Roof Consultants Institute (RCI). He maintains this designation through the mandatory pursuit of continuing education, which keeps him current with changes in codes, engineering and product development.

Mr. Houle holds an Unrestricted Construction Supervisors license from the Commonwealth of Massachusetts.



Brown Hope College Dormitory, Providence



Brown University, Salomon Center, Providence



South Station, Main Terminal, Boston



Boston College, Alumni Building, Chestnut Hill

**Exemplar K-12 School Projects**

Elementary Schools with RDA

- Cedar Elementary School, Hanover
- Merrill Elementary School, Raynham
- LaLiberte Elementary School, Raynham
- Warren Elementary School, Ashland
- Leeds Elementary School, Northampton
- Finn/Ryan Rd Elem School, Northampton
- Mulready Elementary School, Hudson
- Provincetown High School (K-8)
- Deerfield Elementary School, Deerfield
- Quashnet Elementary School, Mashpee
- Abbott Elementary School, Westford

Secondary Schools with RDA

- Ashland Middle School
- Bridgewater Middle School
- Joseph Keefe Technical HS, Framingham
- Thurgood Marshall Middle School, Lynn

**Other Municipal Building Projects**

- \*Boston College - Alumni House, Chestnut Hill, MA
- \*Brown University - Hope College Dormitory, Providence, RI
- \*Brown University - Salomon Center, Providence, RI
- \*Rhode Island School of Design - Metcalf Refectory, Providence, RI
- \*University of Connecticut - Tasker Administration Building, Storrs CT
- \*Gateway Center, Providence, RI
- South Station Main Terminal, Boston MA

\*With RD&I Roof Design & Inspections, Inc.



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a Name & Title Within Firm:

**Mehul Dhruv, P.E.**  
Principal

b Project Assignment:

**Structural Engineering**

c Name & Address of Office:

**Engineers Design Group, Inc.**  
350 Main Street  
Malden, MA 02148

- MBE
- WBE
- SDVOBE
- VBE



d Years Experience With this Firm: **28** With Other Firms: **10**

e Education:

**Bachelor of Tech Civil Engineering – 1985, I. I. T. - Bombay, India**  
**M.S. Civil Engineering – 1986, Vanderbilt University**

f Active Registration:

**1993/ Professional Engineer/ Massachusetts P. E. # 37453**

g Current Work Assignments and Availability for this Project:

Current Work:

Beebe Elementary – Melrose  
Bird Middle School – Wallpole,  
DeValles Elementary - New Bedford  
Belmont MS&HS  
Lenox Memorial MS&HS  
Shaw Elementary School – Millbury  
Durfee High School – Fall River  
Consentino Middle School  
Coakley Middle School – Norwood  
Pentucket Middle/High School – Newbury  
Pickering Middle School - Lynn  
Brooke Charter School – Boston  
NE Metro Tech Reg. Voc. HS – Wakefield

Availability:

This current workload  
leaves Mr. Dhruv available  
for this project

h Other Experience and Qualifications relevant to the proposed project:

(Identify firm by which employed, if not current firm)

During his tenure at EDG, Mr. Dhruv has been responsible for the design and construction of over 300 educational facilities that involved both new construction and extensive renovations and additions and renovation. **EDG is currently working with Raymond Design Associates, Inc. on the Pickering Middle School, Lynn, and the Foster ES, Hingham, MA.** Other relevant project experience includes: Hannigan Elementary School – New Bedford; Hillside Elementary School – Needham, Bancroft Elementary School – Andover, Hingham Elementary School, Mary A. Dryden Elementary School – Springfield, Parker Elementary School – Billerica, Penn Brook Elementary School – Georgetown, Rochester Memorial Elementary School, and Anne T. Dunphy Elementary School – Williamsburg, MA.



Existing Roof Capacity Analysis

**Exemplar Schools**

- KIPP Academy Lynn Charter MS / HS
- KIPP Academy Lynn Collegiate Charter HS
- Abington Early Childhood Center
- Mitchell Elem School, Bridgewater
- Deer Hill Elem School, Cohasset
- Smith Elem School, Danvers
- Gerry/Coffin/Bell Schools, Marblehead
- Clyde Brown Elem School, Millis
- Tewksbury Elem School, Tewksbury
- Avon Middle-High School
- Algonquin Regional High School
- Stoneham Middle School, Stoneham
- Cohasset Middle-High School
- Coolidge Middle School, Reading
- Day Middle School, Newton
- Grafton Memorial Senior High School
- Newton South HS – Science Wing
- Oak Hill Middle School, Newton
- Trottier Middle School, Southborough
- Uxbridge High School
- Beverly Middle School
- Billerica High School
- Wachusett Regional High School

**Municipal Building Types**

- Abington Town Hall
- Berkshire County Jail and House of Corrections
- Boston Engine 42 Fire Station
- Hamilton-Wenham Joint Public Library
- Hanover Police and Dispatch Facility
- Hingham Public Safety Facility
- Malden Police Station
- Medfield Public Safety
- Melrose Public Library
- Melrose Public Safety Buildings
- Raynham Public Safety
- Reading Public Library
- Scituate Public Safety
- Seekonk Public Safety
- Stoneham Fire Station
- Wayland Free Public Library
- Westford Public Safety
- Westwood Fire Station 1 and 2
- Weymouth Tufts Public Library



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a Name & Title Within Firm:  
**Dominick B. Puniello, P.E.**  
Principal



b Project Assignment:  
**HVAC Engineer**

c Name & Address of Office:  
**Garcia, Galuska, & DeSousa, Inc.**  
375 Faunce Corner Road, Suite D  
Dartmouth, MA 02747

MBE  
 WBE  
 SDVOBE  
 VBE

d Years Experience With this Firm: **15** With Other Firms: **11**

e Education:  
**BS / 1996 / Mechanical and Electrical Engineering**

f Active Registration:  
**2009 / Mechanical / MA#48326**

g Current Work Assignments and Availability for this Project:

**Current Work:**  
• City of Lynn House Doctor, Lynn, MA (with RDA)  
• New Pickering Middle School, Lynn, MA (with RDA)  
• New Foster Elementary School, Hingham, MA (with RDA)

**Availability:**  
Mr. Puniello has 40% availability to work on this project.

h Other Experience and Qualifications relevant to the proposed project:  
(Identify firm by which employed, if not current firm)

MSBA Accelerated Repair Projects actively in Design/Construction phase:

- MSBA Accelerated Repair-Amigos E.S. Roof Replacement, Cambridge, MA
- MSBA Accelerated Repair-Blanchard M.S. Roof Replacement, Westford, MA
- MSBA Accelerated Repair-Lynn Vocational Technical H.S. & Field House Window & Door Replacement, Lynn, MA

Mr. Pereira has an extensive amount of experience in providing Electrical engineering services for MSBA projects.

a Name & Title Within Firm:  
**David M. Pereira, P.E.**  
Principal



b Project Assignment:  
**Electrical Engineer**

c Name & Address of Office:  
**Garcia, Galuska, & DeSousa, Inc.**  
375 Faunce Corner Road, Suite D  
Dartmouth, MA 02747

MBE  
 WBE  
 SDVOBE  
 VBE

d Years Experience With this Firm: **25** With Other Firms: **0**

e Education:  
**BS / 2004 / Electrical Engineering**

f Active Registration:  
**2010 / Electrical / MA#49310**

g Current Work Assignments and Availability for this Project:

**Current Work**  
• City of Lynn House Doctor, Lynn, MA (with RDA)  
• New Pickering Middle School, Lynn, MA (with RDA)  
• New Foster Elementary School, Hingham, MA (with RDA)

**Availability:**  
Mr. Pereira has 40% availability to work on this project.

h Other Experience and Qualifications relevant to the proposed project:  
(Identify firm by which employed, if not current firm)

MSBA Accelerated Repair Projects actively in Design/Construction phase:

- MSBA Accelerated Repair-Amigos E.S. Roof Replacement, Cambridge, MA
- MSBA Accelerated Repair-Blanchard M.S. Roof Replacement, Westford, MA
- MSBA Accelerated Repair-Lynn Vocational Technical H.S. & Field House Window & Door Replacement, Lynn, MA

Mr. Pereira has an extensive amount of experience in providing Electrical engineering services for MSBA projects.



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a Name & Title Within Firm:

**Christopher M. Garcia, P.E.,  
Principal**



b Project Assignment:

**Plumbing Engineer | Fire Protection Engineer**

c Name & Address of Office:

**Garcia, Galuska, & DeSousa, Inc.**  
375 Faunce Corner Road, Suite D  
Dartmouth, MA 02747

- MBE
- WBE
- SDVOBE
- VBE

d Years Experience With this Firm: **28** With Other Firms: **0**

e Education:

**BS /1995 /Civil Engineering**

f Active Registration:

**2002 / Civil / MA #45034**

g Current Work Assignments and Availability for this Project:

**Current Work**

- Driscoll School, Brookline, MA (New Construction)
- Horace Mann Elementary School  
Newton, MA (New Addition) (with RDA)
- John R. Pierce School, Brookline, MA (New Construction)

**Availability:**

Mr. Garcia will have sufficient availability for this project.

h Other Experience and Qualifications relevant to the proposed project:

(Identify firm by which employed, if not current firm)

**Work with RDA:**

- Bridgewater Middle School Roof Replacement, Bridgewater MA
- Clark Elementary School Accessibility Upgrades, Swampscott, MA
- MSBA ARP – RK Finn/Ryan Road and Leeds Elementary Schools, Northampton, MA
- Laliberte & Merrill Elementary Schools Roof Replacement, Raynham MA
- Oak Hill Middle School Classroom Addition, Newton, MA
- Provincetown High School HVAC and Accessibility Upgrades, Provincetown, MA
- Thurgood Marshall Middle School, Lynn MA
- West Lynn Middle School Schematic Design, Lynn MA



MSBA Accelerated Repair Program, George Englesby Elementary School, Dracut, MA



Thurgood Marshall Middle School, Lynn



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a Name & Title Within Firm:  
**Thomas J. Gustafson, P.E.**  
 Vice President – New England Operations



b Project Assignment:  
**Hazardous Materials**

c Name & Address of Office:  
**PEER Consultants, P.C.**  
 10 Mall Road, Suite 301  
 Burlington, MA 01803

MBE  
 WBE  
 SDVOBE  
 VBE

d Years Experience With this Firm: **13** With Other Firms: **11**

e Education:  
**B.S. / Civil Engineering / 1987**  
**A.S. / Civil Engineering Technology / 1983**

f Active Registration:  
**1995, Professional Engineer, Massachusetts #38755 (Civil)**

g Current Work Assignments and Availability for this Project:

<p>Current Work:</p> <ul style="list-style-type: none"> <li>-Principal in Charge, Senior Project Manager, Managing Technical Staff at PEER, and day-to-day operations of New England operations</li> <li>-Directly Working on MWRA Subsurface field-testing programs and permitting support</li> <li>-Various Wastewater and Water Facility Operations &amp; Maintenance Manual development</li> <li>-PhotoVoltaic Solar development design</li> <li>-Construction phase project management and administration tasks</li> </ul>	<p>Availability:</p> <p>Mr. Gorden will have sufficient availability at 15%</p>
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h Other Experience and Qualifications relevant to the proposed project: (Identify firm by which employed, if not current firm)

- MWRA – Northern Extra High Alternatives Analysis Subsurface Field Testing Program Lexington and Arlington, MA
- BWSC – Stormwater Model Validation Study Water Quality Field Testing Program, Boston, MA
- Hull Wastewater Treatment Facility Existing Conditions Assessment, Hull, MA

a Name & Title Within Firm:  
**David Gorden, BCES, CWS, CPSS**  
 Program Manager  
 Environmental Science Consulting Services



b Project Assignment:  
**Hazardous Materials**

c Name & Address of Office:  
**PEER Consultants, P.C.**  
 10 Mall Road, Suite 301  
 Burlington, MA 01803

MBE  
 WBE  
 SDVOBE  
 VBE

d Years Experience With this Firm: **11** With Other Firms: **19**

e Education:  
**MS / Plant and Soil Science / UMass Amherst/ 1994**  
**BS / Environmental Science and Management / URI/ 1991**

f Active Registration:  
**2012 Asbestos Inspector, Massachusetts (AI900459)**  
**2016 Asbestos Designer, Massachusetts (AD900373)**  
**2017 Asbestos Management Planner, Massachusetts, (AP900468)**  
**2018 Asbestos Project Monitor, Massachusetts (AM900674)**  
**2017 Lead Safe Renovation Supervisor (22-4561-374-251190)**  
**2003 Certified Wetland Scientist #226**  
**1991 Certified Professional Soil Scientist #4322**  
**2022 Board Certified Environmental Scientist**

g Current Work Assignments and Availability for this Project:

<p>Current Work:</p> <ul style="list-style-type: none"> <li>-Hazardous Building Material Surveys</li> <li>-Surface and Subsurface Soil and Groundwater Investigations for Oil and Hazardous Materials</li> <li>-Natural Resource and Wetland Delineation and Permitting on various projects in Education, Housing, Healthcare, and at City/Town and other Municipal Buildings and Complexes.</li> </ul>	<p>Availability:</p> <p>Mr. Gorden will have sufficient availability at 15%</p>
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h Other Experience and Qualifications relevant to the proposed project: (Identify firm by which employed, if not current firm)

- Loker School – Hazardous Building Materials, Wayland, MA
- Quashnet School, Hazardous Building Materials, Mashpee, MA
- Middle School, Hazardous Building Materials, Ashland, MA
- Henry Warren School, Regulated Building Materials, Ashland, MA
- Keefe Regional Tech, Hazardous Building Materials, Framingham, MA
- Abbot School, Hazardous Building Materials, Westford, MA



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a Name & Title Within Firm:  
**Peter Bradley**  
**President / Principal-In-Charge**



b Project Assignment:  
**Cost Estimator**

c Name & Address of Office:  MBE  
 WBE  
 SDVOBE  
 VBE  
**PM&C LLC.**  
 20 Downer Avenue, Suite 5  
 Hingham, MA 02043

d Years Experience With this Firm: 14 With Other Firms: 20

e Education:  
**BS/1988/Quantity Surveying (Cost Control, project finance)**  
**AACE; LEED AP / 1988**

f Active Registration:  
 N/A

g Current Work Assignments and Availability for this Project:

Current Work	Availability
Whitman Middle School	Fully available for this project.

h Other Experience and Qualifications relevant to the proposed project:  
 (Identify firm by which employed, if not current firm)

- William Carter School, Boston MA- New Construction
- Balmer Elementary School, Whitinsville MA- New Construction
- Hastings Elementary School, Lexington MA- Design Options
- Hanlon Elementary, Westwood MA-New Construction
- Crocker Elementary School, Fitchburg MA- New Construction



a Name & Title Within Firm:  
**Robert R. (Robb) Wilkinson, RA, CCS, LEED AP,**  
**SCIP, Manager and Principal**



b Project Assignment:  
**Construction Specifications Consultant**

c Name & Address of Office:  MBE  
 WBE  
 SDVOBE  
 VBE  
**Wil-Spec LLC**  
 375 Main Street  
 Boxford, MA 01921

d Years Experience With this Firm: 30 With Other Firms: 12

e Education:  
**Boston Architectural College / 1985 / B. of Arch (Professional degree)**

f Active Registration:  
**NA for Mass Registration, not required as specification writer**  
**Registered Architect, State of Connecticut since 1987 - Number 4138**

g Current Work Assignments and Availability for this Project:

Polar Park, (Worcester MA),	Availability
MGM/Fenway Theater (Boston, MA)	Available for any
Umass Goodell Hall (Amherst MA)	additional projects.
Beal Elementary School (Shrewsbury, MA)	
Cornell University Balch Hall (Ithaca, NY)	
Carnegie Mellon University Forbes & Beeler Residence Hall (Pittsburgh, PA)	
One Congress Street Tower (Boston, MA)	
Broward County Convention Center and Hospitality Hotel (Fort Lauderdale, FL)	
Stony Brook University Chemistry Building (Stony Brook, NY)	

h Other Experience and Qualifications relevant to the proposed project:  
 (Identify firm by which employed, if not current firm)

**Robert Wilkinson**, the firm's founder, has been consulting for 30 years. Project experience includes laboratories, libraries, schools, museums, aquariums, and hospitals. As a specification consultant, he has contributed on over 380 education projects including both public and private primary education school projects, colleges and universities.

Certified Construction Specifier (CCS)  
 member of Construction Specifications Inst. (CSI).  
 Member of Specifications Consultants in Independent Practice (SCIP)  
 LEED Accredited Professional by USGBC

7 Section 7 - Brief Resume of ONLY those prime applicant and sub-consultant personnel requested in the advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the organizational chart in question #6. Additional sheets should be provided only as required for the number of key personnel requested in the advertisement and they must be in the format provided. By including a firm as a sub-consultant, the prime applicant certifies that the listed firm has agreed to work on this project, should the team be selected.

a Name & Title Within Firm:  
**Vamshi Gooje LEED AP BD+C, BEMP, CEM**  
 Associate Principal



b Project Assignment:  
**Sustainability Principal in Charge**

c Name & Address of Office:  MBE  
 WBE  
**Thornton Tomasetti**  SDVOBE  
 101 Arch Street, Suite 1600  VBE  
 Boston, MA 02110

d Years Experience With this Firm: **15** With Other Firms: **4**

e Education:  
**B. Arch / 2000 / Architecture**

f Active Registration:  
 LEED Accredited Professional, Building Design + Construction, U.S. Green Building Council  
 Building Energy Modeling Professional (BEMP), ASHRAE  
 Certified Energy Manager (CEM), The Association of Energy Engineers

g Current Work Assignments and Availability for this Project:

Current Work: Revere High School, Revere, MA; Torrington High School, Torrington, CT; Univeristy of New Hampshire, Hetzel Hall, Durham, NH	Availability Ms. Bashaw has adequate time with 15% availability
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h Other Experience and Qualifications relevant to the proposed project:  
 (Identify firm by which employed, if not current firm)

**Vamshi Gooje** has over 19 years of experience and heads the Building Analytics group for the Sustainability practice. Vamshi is an expert in building science related to whole building energy, daylighting and thermal comfort. He is proficient in a range of energy simulation engines, including EnergyPlus, DOE 2.2 and Radiance.

**Exemplar Schools**

- Douglas-Gates Elementary School, Acton, MA
- Middleborough High School, Middleborough, MA
- MSAD 75, Topsham, ME
- Morse High School and Bath Regional Career & Technical Center, Bath, ME
- Oxford Middle School, Oxford, CT
- Town of Swampscott Hadley Elementary School, Swampscott, MA
- Shaw Elementary School, Millbury, MA
- Hanlon Elementary School, Westwood, MA
- Hadley Elementary School, Swampscott, MA
- Stoneham High School, Net zero Feasibility upgrades, Stoneham, MA
- New Easton Pre K-2 School, North Easton, MA
- New London High School, New London, CT
- Lowell High School, Lowell, MA

a Name & Title Within Firm:  
**Rebecca Rahmlow, AIA, NCARB, LEED AP**  
 BD+C, CPHC - Envelope Specialist



b Project Assignment:  
**Sustainability Project Manager**

c Name & Address of Office:  MBE  
 WBE  
**Thornton Tomasetti**  SDVOBE  
 101 Arch Street, Suite 1600  VBE  
 Boston, MA 02110

d Years Experience With this Firm: **1** With Other Firms: **15**

e Education:  
**SMArchS / 2008 / History, Theory & Criticism of Art & Architecture / MIT**  
**B-Arch / 2006 / Architecture / Carnegie Mellon University**  
**B.A. / 2006 / Anthropology and History / Carnegie Mellon University**

f Active Registration:  
 2014 / Registered Architect (MA) / 50679 AR - 2009 / LEED AP / GBCI #: 0010473574  
 2021 / Cetified Passive House Consultant - 2023 / Envision Sustainability Professional  
 2023 / Living Future Accredited (LFA)

g Current Work Assignments and Availability for this Project:

Current Work: Fort River Elementary School Acton-Boxborough Douglas Gates Elementary School	Availability : Ms. Rahmlow has adequate time with 35% availability
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h Other Experience and Qualifications relevant to the proposed project:  
 (Identify firm by which employed, if not current firm)

**Rebecca** has over 15 years experience in the architecture and design field as a registered architect in addition to her time at Thronton Tomasetti in sustainability consulting. She has experience working with public projects including Massport, DCAMM, the City of Boston, and the City of Cambridge on existing and historic buildings, new construction, and interior fit-out work.

**Exemplar Schools**

- Newton Countryside Elementary School, Newton Highlands, MA  
 LEED consulting and energy modeling services for a new 75,700 SF elementary school serving 465 K-5 students. The project is designed to be extremely energy efficient, achieve Eversource Path 1 incentives, and targets LEED Gold certification. TT is providing code compliance energy modeling, LEED energy modeling, LEED consulting and administration, LCCA, and is serving as the Eversource certified Net Zero Energy Consultant.
- Douglas-Gates Elementary School, Acton, MA
- fort River Elementary School, Amherst, MA
- University of Massachusetts Amherst, School of Public Health and Health Sciences (SPHHS) Renovation and Addition, Amherst, MA
- Wentworth Institute of Technology, 500 Huntington, Boston, MA

8a. Section 8.A - Current & Relevant Work by prime applicant or joint-venture members. Include ONLY work with best illustrates current qualifications in the areas listed in the advertisement (list up to but not more than 5 projects).

a Project name and location Principal-in-charge	b Brief description of project and services (include reference to relevant experience)	c Client's name, address & phone number (include name of contact person)	d Completion Date (actual or estimated)	e Project Cost (in thousands) Construction Costs (actual or estimate if not completed)	Fee for work for which firm was responsible
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<p><b>1 Multiple School Roof Replacement Projects – MSBA Funded ARP Program</b> Ashland, Boston, Bridgewater, Deerfield, Framingham, Hudson, Mashpee, Middleboro, Northampton, Plymouth, Provincetown, Raynham, Sharon, and Walpole Massachusetts Gene S. Raymond Jr., AIA, LEED AP Raymond Design Associates, Inc.</p>		Please See DSB Item #9			
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**PROJECT HIGHLIGHTS**

- **BUR, EPDM, and PVC Roof Replacement Systems with 30-yr Warranties**
- **Vented Fiberglass Shingle (sloped roof) Replacement Systems.**
- **Supplemental Insulation to Meet or Exceed Massachusetts Stretch Energy Code.**
- **Fast-Track Design and Bidding to Allow for Summer Construction.**
- **Related Work included Masonry Repairs, Drain Replacements, Asbestos Abatement, and Mechanical/Electrical Coordination.**

RDA staff has worked with the Massachusetts School Building Authority and multiple school districts under MSBA's Accelerated Repair Program since 2011, completing sixteen needs assessment/feasibility studies involving roofing replacement projects in fourteen communities. During the late winter, spring and summer of 2014 alone, RDA designed, bid and oversaw the successful installation of six simultaneous school re-roofing projects, totaling 575,000 square feet and costing \$9,085,000. There were no design-related change orders associated with these projects, all of which came in under budget and were completed on time.



8a. Section 8.A - Current & Relevant Work by prime applicant or joint-venture members. Include ONLY work with best illustrates current qualifications in the areas listed in the advertisement (list up to but not more than 5 projects).

a Project name and location Principal-in-charge	b Brief description of project and services (include reference to relevant experience)	c Client's name, address & phone number (include name of contact person)	d Completion Date (actual or estimated)	e Project Cost (in thousands) Construction Costs (actual or estimate if not completed)      Fee for work for which firm was responsible
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<p><b>2</b> <b>Lucretia &amp; Joseph Brown Elementary School</b> Marblehead, Massachusetts <b>MSBA Model School</b> 450 K-3 Pupils + PK / 86,000 sf New School Gene S. Raymond Jr., AIA, LEED AP</p>		<p>Ms. Maryann Perry, Superintendent of Schools 781-589-1259 David Harris, Chairperson – Building Committee 617-799-8325 David Saindon – OPM (LeftField) 617-872-5180</p>	<p>2022</p>	<p>\$66 M      \$4.7 M</p>
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**PROJECT HIGHLIGHTS**

- Vigorous Community Outreach via **Educational Visioning Workshops**, a Listening Tour, and Multiple Public Forums.
- Developed Educational Programs, 23 Conceptual Designs and **Site Test Fits for Two Different Target Enrollments** (160 & 450 pupils).
- Performed existing conditions and site analysis at 4 Existing Schools and 6 Different Sites.
- Developed a **highly detailed Traffic and Neighborhood Impact Analysis**.
- Assisted a 24-Person Building Committee with widely divergent interests and opinions in reaching a Unanimous Vote on a Preferred Option.
- **New Elementary School approved by 2:1 margin at ballot vote.**

The Town of Marblehead has spent the last two decades implementing a master plan for the modernization of its K-12 schools. Its most recent project was the construction of a new 425-Pupil Glover School that consolidated two PK-3 neighborhood school districts. RDA was hired in 2017 to assist the District in determining the best course of action to address programmatic and parity needs at the two remaining PK-3 neighborhood schools, currently housed in four different buildings on three different sites. Marblehead is projected to experience declining enrollments into the foreseeable future and the MSBA directed the District to study options for both New and Addition/Renovation projects housing both 160-Pupils and 450-Pupils. The construction of a 160-Pupil school would consolidate two of the four school buildings and maintain the 'neighborhood school' model. A 450-Pupil school would consolidate all four school buildings and provide operational efficiencies and programmatic parity with the recently-completed Glover School. RDA provided the District and Building Committee with (23) different development options spread over six sites, including one that involved a potential land swap with the Recreation Dept. RDA provided the District with a detailed analysis of program, play space, traffic impacts, operating costs, massing/shadow impacts, phasing, permitting, and project costs. **The Committee unanimously approved the construction of a new 450-Pupil school on an existing school site.**



8a. Section 8.A - Current & Relevant Work by prime applicant or joint-venture members. Include ONLY work with best illustrates current qualifications in the areas listed in the advertisement (list up to but not more than 5 projects).

a Project name and location Principal-in-charge	b Brief description of project and services (include reference to relevant experience)	c Client's name, address & phone number (include name of contact person)	d Completion Date (actual or estimated)	e Project Cost (in thousands) Construction Costs (actual or estimate if not completed) Fee for work for which firm was responsible
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<p><b>3 Simultaneous Renovation + Summer Slammer Projects</b> Massachusetts K-12 Facilities 134,000 sf Forensic Analysis / 215,910 sf Renovation/Replacement Projects Gene S. Raymond Jr., AIA, LEED AP, MCPPO John E. Bartecchi Jefferey R. Yost, RA Angela B. Cavanaugh, RA, LEED BD+C, WELL</p>		<ul style="list-style-type: none"> <li>- Bridgewater-Raynham Regional School District Supt. of Schools Derek Swenson: 508-279-2140</li> <li>- Provincetown Public Schools Supt. Beth Singer: 508-487-5206</li> <li>- Frontier &amp; Union 38 Regional School District Business Mgr. Patti Cavanaugh: 413-847-0346</li> <li>- Hudson Public Schools Facilities Director Len Belli: 978-567-6104</li> </ul>	<p>Summer / Fall 2016</p>	<p>Study: Up to \$70 M Construction: \$9.0 M \$1.4 M</p>
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**PROJECT HIGHLIGHTS**

- **3-Month Fast Track Forensic Structural Analysis of Roof Collapse for the Mitchell Elementary School in Bridgewater. Subsequent envelope winterization designed.**
- **MSBA HVAC and Roof Replacement Project at Provincetown High School (K-8).**
- **82,700 sf of Sloped Roof and RTU Replacements at Deerfield Elementary School.**
- **42,000 sf of Flat Roof Replacement and Related Asbestos Abatement at Mulready Elementary School in Hudson.**

Pupils were relocated from Mitchell Elementary School in the Winter of 2015 due to a snow-induced roof collapse. Hired in September 2015, RDA provided the district with a detailed forensic analysis of the roof system and air-quality issues that had plagued the school since it opened in 1997. MSBA SOI in Jan.'16 / New School opened Sept. '22.

RDA provided the Town of Provincetown and MSBA with multiple options and detailed operational cost analysis for the phased replacement of the entire HVAC system over a summer and two partial school years, window replacement requiring HDC approval, a structural study for photovoltaic roof panels, a partial roof replacement, and AAB accessibility variances and improvements.

RDA analyzed multiple options and assisted two school districts with roof replacement projects involving both flat and sloped roofing systems. Deerfield Elementary School required the replacement of rooftop HVAC units.



8a. Section 8.A - Current & Relevant Work by prime applicant or joint-venture members. Include ONLY work with best illustrates current qualifications in the areas listed in the advertisement (list up to but not more than 5 projects).

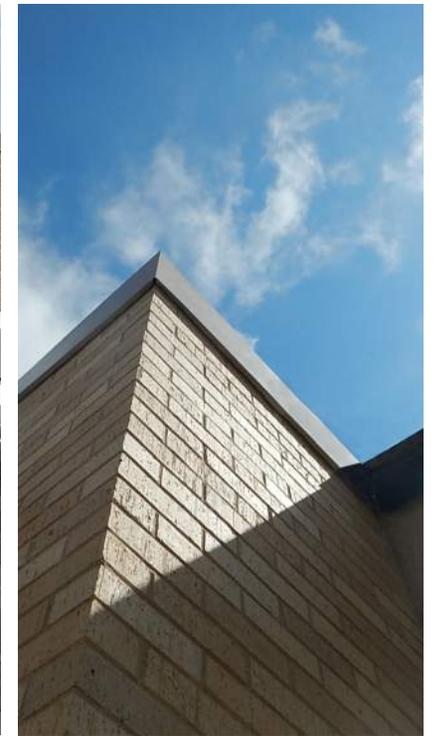
a Project name and location Principal-in-charge	b Brief description of project and services (include reference to relevant experience)	c Client's name, address & phone number (include name of contact person)	d Completion Date (actual or estimated)	e Project Cost (in thousands) Construction Costs (actual or estimate if not completed)	Fee for work for which firm was responsible
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<p><b>4 Quashnet Elementary School – ARP Window, Soffit, Roof, and Accessibility</b> Mashpee, Massachusetts K-4 Facilities Gene Raymond, AIA, LEED AP</p>	<p>Raymond Design Associates, Inc Window &amp; Roof Replacements with Structural Analysis &amp; Soffit Reconstruction</p>	<p>Mashpee Public Schools Catherine Laurent, Public Works Director 508-539-1420  Siva Sivalogan, exPERTcon OPM 857-277-2075</p>	<p>Sept. 2019</p>	<p>\$7M</p>	<p>\$577K</p>
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**PROJECT HIGHLIGHTS**

- **Window leak investigation revealed EFIS and Roofing failures as the cause.**
- **Town and MSBA Approval secured to Expand Scope of Project**
- **Infrared Survey and Report covered the entire building envelope.**
- **Structural and Insulation Evaluation at EIFS soffits led to their complete reconstruction with significantly-improved insulation.**
- **Replaced 28-year old ballasted EPDM roofing system with significantly-improved insulation and a 30-year EPDM system designed to withstand hurricane winds.**
- **Accessibility Renovations to comply with Architectural Access Board Regs.**
- **Use of Accurate Unit Pricing resulted in a Credit Change Order at completion.**

The 1976/1994-vintage Quashnet Elementary School was assigned to RDA as a window and door replacement project due to significant water damage inside the school in the vicinity of failing 1976 steel window frames. Knowing that EFIS soffits, which overhung the windows in many cases, had a well documented history of failure, we immediately commissioned an infrared study of the entire building envelope, which confirmed our opinion that the water damage at the windows was the result of EFIS and roofing failures. The windows still required replacement due to age and lack of insulating characteristics but, based on our thorough Schematic Design work, the project (including reimbursement) was expanded to include the full reconstruction of the soffits and replacement of the roof. The Quashnet Elementary School now has an entirely-new and much more energy efficient building envelope that complies with the MA Stretch Code.



8a. Section 8.A - Current & Relevant Work by prime applicant or joint-venture members. Include ONLY work with best illustrates current qualifications in the areas listed in the advertisement (list up to but not more than 5 projects).

a Project name and location Principal-in-charge	b Brief description of project and services (include reference to relevant experience)	c Client's name, address & phone number (include name of contact person)	d Completion Date (actual or estimated)	e Project Cost (in thousands) Construction Costs (actual or estimate if not completed)      Fee for work for which firm was responsible
<b>5 BUILT-UP ROOFING Replacement Projects – MSBA Funded ARP Program</b> Curley and McKinley Elementary Schools Boston, Massachusetts	Gene S. Raymond Jr., AIA, LEED AP- Raymond Design Associates, Inc.	City of Boston Public Facilities Department Tom Kazmowski 617-504-0897	2021	Curley: \$848 k      \$528k McKinley: \$1.996 m

**PROJECT HIGHLIGHTS**

- **Built-Up Roof Replacement Systems with 30-yr Warranties**
- **Challenging Urban Sites.**
- **Supplemental Insulation to Meet or Exceed Massachusetts Stretch Energy Code.**
- **Fast-Track Design and Bidding to Allow for Summer Construction.**
- **Related Work included Masonry Repairs, Drain Replacements, Asbestos Abatement, and Mechanical/Electrical Coordination.**

RDA has worked with the Massachusetts School Building Authority and the City of Boston on this fast-track MSBA ARP Roof Replacement Project. RDA performed field exploration, designed, bid, and is overseeing the successful installation of two simultaneous Built-Up Roof re-roofing projects, totaling 62,000 square feet and costing \$2,844,000. There have been no design-related change orders to date, and between the two projects, the tight bidding came in well under budget.



8b. Section 8.B - Current & Relevant Work by sub-consultants which best illustrates current qualifications in the areas listed in the advertisement (up to but not more than 5 projects for each sub-consultant). Use additional sheets only as required for the number of sub-consultants requested in the advertisement.

Sub-Consultant: **Engineers Design Group, Inc.**

**Structural Engineering**

a	Project name and location Principal-in-charge	b	Brief description of project and services (include reference to relevant experience)	c	Client's name, address & phone number (include name of contact person)	d	Completion Date (actual or estimated)	e	
								Project Cost (in thousands)	Construction Costs (actual or estimate if not completed)
1	<b>Mashpee/Quashnet School Window and Roof Replacement Mashpee, MA</b>  Mehul V. Dhruv, P. E. Principal-In-Charge		Structural consultant on the replacement of the 40-year-old school's-outworn and water-damaged windows, doors and roof of the existing school. The school is a grade 3 – 6 facility serving 518 students, as part of the MSBA Accelerated Repair Program.		Raymond Design Associates, Inc. 60 Ledgewood Place Rockland, MA 02370  Gene S. Raymond Jr. Principal (781) 421-3480 graymond@rda-design.com		2017	\$1.6M	\$8.5K
2	<b>Provincetown High School Roof Replacement &amp; Skylights Provincetown, MA</b>  Mehul Dhruv, P.E. Principal-In-Charge		Structural consultants for the roof replacement at the school as part of the MSBA Accelerated Repair Program. Services involved the initial study of the existing conditions, design and detailing of roof and skylight replacement and subsequent construction administration services.		Raymond Design Associates, Inc. 60 Ledgewood Place Rockland, MA 02370  Gene S. Raymond Jr. Principal (781) 421-3480 graymond@rda-design.com		2004	\$26M	\$117.2K
3	<b>Mulready Elementary School – Roof Replacement Hudson, MA</b>  Mehul V. Dhruv, P. E. Principal-In-Charge		Structural consultants for initial study of the existing roof conditions and construction administration services as part of the MSBA Accelerated Repair Program.		Raymond Design Associates, Inc. 60 Ledgewood Place Rockland, MA 02370  Gene S. Raymond Jr. Principal (781) 421-3480 graymond@rda-design.com		2018	\$10.5M	\$20K
4	<b>Abbot Elementary School Re-Roofing Westford, MA</b>  Mehul V. Dhruv, P. E. Principal-In-Charge		Structural consultants for the initial study and schematic design of roof replacement at the facility as part of the MSBA Accelerated Repair Program. Services involved the initial study of the existing conditions and will eventually include the design and construction administration services for the repair/replacement of the roof		Raymond Design Associates, Inc. 60 Ledgewood Place Rockland, MA 02370  Gene S. Raymond Jr. Principal (781) 421-3480 graymond@rda-design.com		2013	\$6.5M	\$31.5K
5	<b>Northampton Schools – Roof Replacement -Finn/Ryan Road Elementary 35,000 sf flat roof -Leeds Elementary 27,000 sf flat roof</b>  Mehul V. Dhruv, P. E. Principal-In-Charge		Structural consultants for the roof replacement at two schools as part of the MSBA Accelerated Repair Program. Services involved the initial study of the existing conditions and construction administration services.		Raymond Design Associates, Inc. 60 Ledgewood Place Rockland, MA 02370  Gene S. Raymond Jr. Principal (781) 421-3480 graymond@rda-design.com		2015	\$1.76M	\$10K



8b. Section 8.B - Current & Relevant Work by sub-consultants which best illustrates current qualifications in the areas listed in the advertisement (up to but not more than 5 projects for each sub-consultant). Use additional sheets only as required for the number of sub-consultants requested in the advertisement.

Sub-Consultant: **Garcia, Galuska & DeSousa, Inc.**

**Plumbing | HVAC | Electrical/Lighting**

a	Project name and location Principal-in-charge	b	Brief description of project and services (include reference to relevant experience)	c	Client's name, address & phone number (include name of contact person)	d	Completion Date (actual or estimated)	e	
								Project Cost (in thousands)	Construction Costs (actual or estimate if not completed)
1	<b>MSBA Weston High School Roof Replacement Weston, MA</b> Principal-in-Charge David M. Pereira, PE		Roof replacement project for the F Wing of the Weston High School. The roof area is approximately 14,500 s.f with five (5) rooftop units. The project scope is to temporarily remove and reinstall four (4) of the rooftop units and replace one (1) of the McQuay rooftop units. Our services include an existing systems study, schematic design, construction documents, services for bidding, and construction administration for the MEP systems.		BWA Architecture, Inc. 132 Lincoln Street, #4 Boston, MA 02111 Daniel Bass, RA, C (617)350-7420 dbass@bwaboston.com		2024 Est.	\$1.22M	\$17.2K
2	<b>MSBA Accelerated Repair Program George Englesby Elementary School</b> Principal-in-Charge David M. Pereira, P.E.		Our engineering services included Plumbing, HVAC, and Electrical systems design and construction phases for the project. The scope of work includes the removal and replacement of HVAC equipment, plumbing roof drain replacements, vent extensions, raising of gas piping and conduit piping, removal of antennas, disconnects and re-connects.		Civitects, PC 66 Troy Street Fall River, MA 02720 Michael L. Keane, AIA (774) 357-5353 mkeane@civitects.com		2021	\$1.636M	\$20K
3	<b>Greenwood Elementary School Wakefield, MA</b> Principal-in-Charge Christopher M. Garcia, PE		Our engineering services included Mechanical, Electrical, Plumbing, and Fire Protection systems design through project closeout phase services for MAAB Accessibility Upgrades, Roof Re-placement, and Associated Work at the approximately 48,774 SF elementary school.		Gale Associates Inc. 163 Libbey Parkway Weymouth, MA 02189 Jason Wagner (781) 335-6465 jw@gainc.com		2021	\$863K	\$10.5K
4	<b>MSBA Accelerated Repair Program Meadow Brook Elementary School Roof Replacement E. Longmeadow, MA</b> Principal-in-Charge Carlos G. DeSousa, P.E.		Our engineering services included Plumbing, HVAC, and Electrical systems design and construction phases for the project. The scope of work involved the partial removal and replacement of roofing and flashing systems, removal and resetting of exhaust fans and condensers, removal and replacement of two exhaust fans, extending existing plumbing vents thru roof, and miscellaneous associated electrical components in order to install the new roofing system.		Turowski2 Architecture, Inc. 227 Union Street, Suite 301 New Bedford, MA 02740 Peter J. Turowski, AIA (508) 758-9777 peter@t2architecture.com		2020	\$1.491M	\$7K
5	<b>Lawrence Community Day Arlington Elementary School Roof &amp; Boiler Replacement Lawrence, MA</b> Principal-In-Charge: Dominick B. Puniello, PE		Our engineering services included HVAC, Electrical, Plumbing, and Fire Protection systems study, design, and construction phases for the replacement of the Chiller plant, Boiler, and Roof. This project was included in a MSBA Accelerated Repair Program.		Johnson Roberts Associates Inc. 24 Dane Street Somerville, MA 02143 Jeffrey R. Davis, AIA (617) 666-8585 jdavis@johnson-roberts.com		2019	\$2.41M	\$95K



8b. Section 8.B - Current & Relevant Work by sub-consultants which best illustrates current qualifications in the areas listed in the advertisement (up to but not more than 5 projects for each sub-consultant). Use additional sheets only as required for the number of sub-consultants requested in the advertisement.

Sub-Consultant: **PEER Consultants, P.C.**

**Hazardous Materials**

a Project name and location Principal-in-charge	b Brief description of project and services (include reference to relevant experience)	c Client's name, address & phone number (include name of contact person)	d Completion Date (actual or estimated)	e Project Cost (in thousands) Construction Costs (actual or estimate if not completed)      Fee for work for which firm was responsible	
1 <b>Multiple ARP Schools Gloucester, MA</b> (Henderson, Hernandez, BDEA, Russell) Boston, MA Thomas J. Gustafson, P.E.	PEER has conducted a limited hazardous building materials assessment, collected suspect ACM and lead in paint samples, prepared reports, completed Project Designs/ Specifications, and will be participating in Contract Administration services pertaining to asbestos abatement and lead safe practices at four Boston Schools under the ARP for windows/doors and for boilers.	Habeeb & Associates 150 Longwater Drive, Suite 201 Norwell, MA 02061 Scott Bancroft 781.561.9518	Ongoing	N/A	\$30.1K
2 <b>Franklin Avenue School (MSBA) Westfield, MA</b>  Principal in Charge: Thomas J. Gustafson, P.E.	PEER has conducted a visual hazardous building materials assessment, an ASTM Phase I ESA, an asbestos in building materials survey, a lead in paint/TCLP lead in paint survey, a regulated building materials survey, prepared associated reports, prepared specification documents, provided bid phase support services, provided submittal review, and will be preparing project closeout activities as part of this middle school demolition and redevelopment project.	Caolo & Bieniek Associates, Inc. 521 East Street Chicopee, MA 01029 Bert Gardner 413-594-2800	Ongoing	N/A	\$44.5 K
3 <b>Tyngsborough Middle School (MSBA) Tyngsborough, MA</b>  Principal in Charge: Thomas J. Gustafson, P.E.	PEER has conducted a visual hazardous building materials assessment, an ASTM Phase I ESA, an asbestos in building materials survey, a lead in paint/TCLP lead in paint survey, a regulated building materials survey, prepared associated reports, prepared specification documents, provided bid phase support services, provided submittal review, and will be preparing project closeout activities as part of this middle school demolition and redevelopment project.	JCJ Architecture, Inc. 120 Huyshope Avenue, Suite 400 Hartford, CT 06106 Douglas Roberts 860-240-9395	Ongoing	N/A	\$68.4K
4 <b>Raymond E. Shaw Elementary School (MSBA) Millbury MA</b>  Principal in Charge: Thomas J. Gustafson, P.E.	PEER has conducted a visual hazardous building materials assessment, an ASTM Phase I ESA, an asbestos in building materials survey, a lead in paint/TCLP lead in paint survey, a regulated building materials survey, prepared associated reports, prepared specification documents, provided bid phase support services, provided submittal review, and prepared project closeout activities as part of this elementary school demolition and redevelopment project.	Prime: Turowski2 Architecture, Inc. 227 Union Street, Suite 301 New Bedford, MA 02740 Peter Turowski 508-758-9777	2022	N/A	\$74.2K
5 <b>John R. Pierce School (MSBA) Brookline, MA</b> Principal in Charge: Thomas J. Gustafson, P.E.	PEER is currently providing hazardous building materials consulting services, including asbestos and lead inspection, reporting, and geo-environmental engineering support services related to consideration of different renovation/demolition options at both the Main Building and Historic Building of this Massachusetts School. Additional environmental science consulting services including Hazmat Project Design and Contract Administration are expected as the project progresses within the Town.	MDS/Miller Dyer Spears Architects 99 Chauncy Street, 8th Floor Boston, MA 02111 Margaret Clark 617-338-5350	Ongoing	N/A	\$56.3K



8b. Section 8.B - Current & Relevant Work by sub-consultants which best illustrates current qualifications in the areas listed in the advertisement (up to but not more than 5 projects for each sub-consultant). Use additional sheets only as required for the number of sub-consultants requested in the advertisement.

Sub-Consultant: **Thornton Tomasetti**

Sustainable Design | Green Design | Renewable Energy

a	Project name and location Principal-in-charge	b Brief description of project and services (include reference to relevant experience)	c Client's name, address & phone number (include name of contact person)	d Completion Date (actual or estimated)	e Project Cost (in thousands)	
					Construction Costs (actual or estimate if not completed)	Fee for work for which firm was responsible
1	<b>Stoneham High School</b> <b>Stoneham, MA</b>  Principal-in-Charge Vamshi Gooje	Zero Net Energy consulting for a 207,077-square-foot high school, which included a ZNE feasibility study, design assistance, energy analysis, LEED modeling, and energy code compliance. Our analysis guided the selection of optimal massing, HVAC systems and envelope. A geothermal system was determined through life cycle cost analysis. The project features photovoltaic systems on the roof and canopy, achieving net-positive energy.	Kimberly Cullinane Senior Energy Efficiency Consultant Eversource Energy 247 Station Drive Westwood, MA 02090 781.441.8110	2024	\$190M	\$577K
2	<b>Mattacheese Middle School</b> <b>Yarmouth, MA</b>  Principal-in-Charge Vamshi Gooje	Sustainability consulting, energy modeling and design assistance services for a 200,000-square-foot middle school. The project targets aggressive energy goals, potentially achieving a Net Zero Ready status. The project is pursuing LEED-Silver certification.	Daniel T. Colli, AIA, LEED AP Principal Perkins Eastman 20 Ashburton Place, Floor 8 Boston, Massachusetts 02108 617.712.2151	2021	\$44M	\$110K
3	<b>Chapman Middle School</b> <b>Weymouth, MA</b>  Principal-in-Charge Vamshi Gooje	Sustainability consulting services for a two-story, 252,000-square-foot middle school for 1,500 students. Scope included parametric façade analysis of energy, daylight, glare and peak loads. The project is pursuing LEED Silver certification at a minimum.	Pip Lewis Principal HMFH Architects 130 Bishop Allen Drive Cambridge MA, 02139 617.492.2200	2023	\$164M	\$15K
4	<b>Josiah Quincy Upper School Building, Boston, MA</b>  Principal-in-Charge Gunnar Hubbard	Net zero energy, water and waste as well as LEED consulting for twin K-5 schools totaling 178-000-square-feet. Scope included evaluating strategies for high energy-performance envelope, rainwater, and radiant systems.	HMFH Architects Pip Lewis 130 Bishop Allen Drive Cambridge, MA 02139 617.492.2200	2024	\$193M	N/A
5	<b>Town of Swampscott Hadley Elementary School, Swampscott, MA</b>  Principal-In-Charge: Gunnar Hubbard	Energy analysis for a new 153,254-square-foot, net zero elementary school funded by MBSA. Scope included design assistance energy analysis, LEED energy modeling and MA energy code compliance. Energy savings strategies included an optimized envelope system.	Lavallee Brensinger Architects David B. Harris 99 Bedford Street, Suite 501 Boston, MA 02111 603.622.5450x111	2024	\$98M	\$65K

8b. Section 8.B - Current & Relevant Work by sub-consultants which best illustrates current qualifications in the areas listed in the advertisement (up to but not more than 5 projects for each sub-consultant). Use additional sheets only as required for the number of sub-consultants requested in the advertisement.

Sub-Consultant: **PM&C**

**Cost Estimating**

a Project name and location Principal-in-charge	b Brief description of project and services (include reference to relevant experience)	c Client's name, address & phone number (include name of contact person)	d Completion Date (actual or estimated)	e Project Cost (in thousands) Construction Costs (actual or estimate if not completed)      Fee for work for which firm was responsible	
1 <b>Boston Schools ARP Boston, MA</b>  Principal-In-Charge Peter Bradley	Cost estimating for RDA for ARP Curley School roof replacement, Mary Lyon School boiler replacement, and McKinley School reef replacement.	Raymond Design Associates 50 LedgeWood Place Rockland, MA02370  Gene Raymond 781-561-5270	2020	\$ varied	\$13.7K
2 <b>Quashnet Elementary School Mashpee, MA</b>  Principal-In-Charge Peter Bradley	Cost estimating for RDA for 60% CD phase of door, window & roof replacement at elementary school.	Raymond Design Associates 50 LedgeWood Place Rockland, MA02370  Gene Raymond 781-561-5270	2017	\$ varies	\$3K
3 <b>Newton Schools Roof Replacements Newton, MA</b>  Principal-In-Charge Peter Bradley	Cost estimating for roof replacements at Mason Rice and Peirce Elementary Schools.	Raymond Design Associates 50 LedgeWood Place Rockland, MA02370  Gene Raymond 781-561-5270	2024	\$ varied	\$5K
4 <b>Lowell Schools Lowell, MA</b>  Principal-In-Charge Peter Bradley	Cost estimating for roof replacement for two elementary schools as part of MSBA accelerated repair projects.	CGKV Architects 204A Hampshire Street Cambridge, MA 02139  Ernie Vazques 617-512-015	2020	\$1.821M	\$4.9K
5 <b>Pickering Middle School Lynn, MA</b>  Principal-In-Charge Peter Bradley	Cost estimating for SD & CD phases for roof replacement.	Habeb & Associates Architects, Inc. 150 Longwater Dr, Norwell, MA 02061  Scott Bancroft 781-871-9804	2023	\$4.784M	\$6.6K



8b. Section 8.B - Current & Relevant Work by sub-consultants which best illustrates current qualifications in the areas listed in the advertisement (up to but not more than 5 projects for each sub-consultant). Use additional sheets only as required for the number of sub-consultants requested in the advertisement.

Sub-Consultant: **Wil-Spec, LLC**

**Construction Specifications Consultant**

a	Project name and location Principal-in-charge	b	Brief description of project and services (include reference to relevant experience)	c	Client's name, address & phone number (include name of contact person)	d	Completion Date (actual or estimated)	e	
								Project Cost (in thousands)	Fee for work for which firm was responsible
1	<b>Fisher Hill Elementary School</b> Orange, MA  Robb Wilkinson Principal-in-Charge		Scope of Services includes: Construction Specifications, provide product and construction technical advisory services and coordinate project specifications with other consultants.		Gene S. Raymond Jr., AIA LEED AP Raymond Design Associates, Inc. 60 LedgeWood Place Rockland, MA 02370 (781) 561-5270		2023 Est.	N/A	\$10.8K
2	<b>Marblehead Elementary School</b> Marblehead, MA  Robb Wilkinson Principal-in-Charge		Scope of Services includes: Construction Specifications, provide product and construction technical advisory services and coordinate project specifications with other consultants.		Gene S. Raymond Jr., AIA LEED AP Raymond Design Associates, Inc. 60 LedgeWood Place Rockland, MA 02370 (781) 561-5270		2022 Est.	N/A	\$13.3K
3	<b>Mitchell Elementary School</b> Bridgewater, MA  Robb Wilkinson Principal-in-Charge		Scope of Services includes: Construction Specifications, provide product and construction technical advisory services and coordinate project specifications with other consultants.		Gene S. Raymond Jr., AIA LEED AP Raymond Design Associates, Inc. 60 LedgeWood Place Rockland, MA 02370 (781) 561-5270		2022	N/A	\$13.3K
4	<b>Thurgood Marshall Middle School</b> Lynn, MA  Robb Wilkinson Principal-in-Charge		Scope of Services includes: Construction Specifications, provide product, MA CHPS and construction technical advisory services and coordinate project specifications with other consultants.		Gene S. Raymond Jr., AIA LEED AP Raymond Design Associates, Inc. 60 LedgeWood Place Rockland, MA 02370 (781) 561-5270		2015	\$68M	\$18K
3	<b>Quincy Central Middle School.</b> Quincy, MA Robb Wilkinson Principal-in-Charge		Scope of Services includes: Construction Specifications, provide product and construction technical advisory services and coordinate project specifications with other consultants.		Ai3 Architects, Inc. Wayland, MA  Contact: Daren Sawyer		2013	\$32M	\$17K

9 List all projects within the past 5 years for which prime applicant has performed, or has entered into contract to perform, any design services for all public agencies within the Commonwealth.

# of total projects: 25 # of active projects: 9 Total construction cost (in thousands) of active projects (excluding studies): \$330M

Role P, C, JV*	Phases St., Sch., D.D., C.D., A.C. *	Project name, location & principal-in-charge	Awarding Authority (include contact name & phone number)	Construction cost (actual or est. if not completed) (in thousands)	Completion date (actual or est.) (N) new or (R) renovation
P	St thru AC	Breed Middle School Classroom Renovations Lynn, MA Gene S. Raymond Jr., PIC	Michael Donovan, Building Commissioner 617-212-7274	\$2.5M Est.	2024 (R)
P	St thru AC	Shoemaker Elementary School HVAC Upgrades Lynn, MA Gene S. Raymond Jr., PIC	Michael Donovan, Building Commissioner 617-212-7274	\$2.5M Est.	2024 (R)
P	St thru AC	Pierce & Mason Rice Elementary School Roof Replacements Newton, MA Gene S. Raymond Jr., PIC	Josh Morse, Building Commissioner 617-796-1600  Alex Valcarce, Asst. Building Commissioner 617-594-2563	\$2M Est.	2024 (R)
P	St thru AC	Sisson Elementary School HVAC Lynn, MA Gene S. Raymond Jr., PIC	Michael Donovan, Building Commissioner 617-212-7274	\$2.5M Est.	2024 (R)
P	St thru AC	New Pickering Middle School Lynn, MA Gene S. Raymond Jr., PIC	Evonne Alvarez, Supt of Schools 781-593-1680  Michael Donovan, Building Commissioner 617-212-7274  LeftField Lynn Stapleton, OPM 508-269-8595	\$160M Est.	2026 (N)
P	St thru AC	Addition/Renovations Kennedy Elementary School East Boston, MA Gene S. Raymond Jr., PIC	Kerrie Griffin, Director Public Facilities Department 617-504-2716  Dana DeMatteo, Asst Dir for Construction Public Facilities Department 617-635-0412	\$16.0 M +/-	2025 (R/N)
P	St	Window and ADA Upgrade Adams Elementary School East Boston, MA Gene S. Raymond Jr., PIC	Kerrie Griffin, Director Public Facilities Department 617-504-2716  Dana DeMatteo, Asst Dir for Construction Public Facilities Department 617-635-0412	\$15.0 M +/-	Not Moving Forward (R/N)

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# of total projects: 25

# of active projects: 9

Total construction cost (in thousands) of active projects (excluding studies): \$330M

Role P, C, JV*	Phases St., Sch., D.D., C.D., A.C. *	Project name, location & principal-in-charge	Awarding Authority (include contact name & phone number)	Construction cost (actual or est. if not completed) (in thousands)	Completion date (actual or est.) (N) new or (R) renovation
P	St thru AC	Addition/Renovations Horace Mann Elementary School Newton, MA Gene S. Raymond Jr., PIC	Josh Morse, Building Commissioner 617-594-2564  Alex Valcarce, Asst. Building Commissioner 617-594-2563  NV5 - Tom Murphy, OPM 617905-1811	\$30.0 M +/-	2025 (R/N)
P	St thru CA	New Foster Elementary School Hingham, MA Gene S. Raymond Jr., PIC	Margaret Adams, Supt of Schools 781-804-2500 / c: 339-236-5356  Ray Estes, Vice-Chair, Bldg Committee 781-789-6044  PMA - Chris Carroll, OPM 781-964-9260	\$113.0 M	2025 (N)
P	St thru AC	Addition/Renovations Dexter Park Elementary School Orange, MA Gene S. Raymond Jr., PIC	Dr. Elizabeth Zielinski, Supt of Schools 978-544-2920  Tari Thomas, Supt of Schools (former) 413-207-5768  Bruce Scherer, Chair, Bldg Committee 978-979-6519  Hill International - Marty Goulet, OPM 508-648-7624	\$50.0M Est	2024 (R/N)
P	St thru AC	New Brown Elementary School Marblehead, MA Gene S. Raymond Jr., PIC	Maryann Perry, Supt of Schools (former) 781-589-1259  David Harris, Chair, Sch Building Committee 617-799-8325  LeftField - David Saindon, OPM 617-872-5180	\$66.0 M	2022 (N)
P	St thru AC	Golf Maintenance Facility Commonwealth Golf Course Newton, MA Gene S. Raymond Jr., PIC	Josh Morse, Building Commissioner 617-796-1600  Alex Valcarce, Asst. Building Commissioner 617-594-2563	\$1.5M Est.	2025 (N/R)
P	St thru AC	Modular Classroom Addition Lynn English High School Lynn, MA Gene S. Raymond Jr., PIC (Closeout Phase)	Michael Donovan, Building Commissioner 617-212-7274	\$1.5 M	2024 (N)

9 List all projects within the past 5 years for which prime applicant has performed, or has entered into contract to perform, any design services for all public agencies within the Commonwealth.

# of total projects: 25 # of active projects: 9 Total construction cost (in thousands) of active projects (excluding studies): \$330M

Role P, C, JV*	Phases St., Sch., D.D., C.D., A.C. *	Project name, location & principal-in-charge	Awarding Authority (include contact name & phone number)	Construction cost (actual or est. if not completed) (in thousands)	Completion date (actual or est.) (N) new or (R) renovation
P	St thru AC	New Mitchell Elementary School Bridgewater, MA Gene S. Raymond Jr., PIC	Ryan Powers, Superintendent of Schools 508-279-2140  Derek Swensen, Supt of Schools (former) 774-930-9470  Michael Dutton, Town Manager 508-627-1658  CHA/Daedalus Projects Alyssa Chatani, OPM 617-314-1739	\$88.0 M	2023 (N)
P	St thru AC	Administrative Suite & Health Lab Renovations Greater Lowell Voc Tech High School Tyngsborough, MA Gene S. Raymond Jr., PIC Michael Williams, KBA PIC / RDA Project Manager	Mark Byrne, Facilities Director 978-454-5411	\$ 500 K	2020 (R)
P	St thru AC	Gymnasium Renovations Greater Lawrence Technical School Andover, MA Gene S. Raymond Jr., PIC Michael Williams, KBA PIC / RDA Project Manager	John Lavoie, Superintendent (978) 686-0194	\$ 550 K	2020 (R)
P	St	School Department Administration Building Hudson, MA Gene S. Raymond Jr., PIC	Leonard Belli Facilities Director 508-626-6904	\$3.1 M Est	(Date-TBD) (R/N)
P	St thru AC	New Early Childhood Education Center Dedham, MA Dan Bradford, PIC	Michael Welch, Supt of Schools 781-375-5349  Dave Roberts, Building Committee Chair 781-310-1000	\$33.2 M	2019 (N)
P	St	New Medical and Engineering Labs Tri-County Regional Vocational Technical High School Franklin, MA Gene S. Raymond Jr., PIC Michael Williams, Project Manager	Tri-County Regional Vocational Technical School District  Harry Takesian, Director of Facilities 508-528-5400	\$1.3 M	2019 (R)

9 List all projects within the past 5 years for which prime applicant has performed, or has entered into contract to perform, any design services for all public agencies within the Commonwealth.

# of total projects: **25** # of active projects: **9** Total construction cost (in thousands) of active projects (excluding studies): **\$330M**

Role P, C, JV*	Phases St., Sch., D.D., C.D., A.C. *	Project name, location & principal-in-charge	Awarding Authority (include contact name & phone number)	Construction cost (actual or est. if not completed) (in thousands)	Completion date (actual or est.) ( <b>N</b> ) new or ( <b>R</b> ) renovation
P	SD-AC	Roof Replacement Revere City Hall Revere, MA Michael Williams, KBA PIC / RDA Project Manager	George Anzuomi City Treasurer 781-286-8136	\$1.3M	2019 (R)
P	St thru AC	Window, Soffit, and Roof Replacement Quashnet Elementary School Mashpee, MA Gene S. Raymond Jr., PIC	Catherine Laurent, Town Project Director Director, Mashpee DPW 508-539-1420	\$8.5 M	2018 (R)
P	SD thru AC	Roof Replacement Merrimac Public Library Merrimac, MA Michael Williams, KBA PIC / RDA Project Manager	Bob Sinibaldi DPW Director 978-290-1400	\$616 K	2019 (N)
P	SD thru AC	New Classroom/Multi-Purpose Room Wing Early Childhood Center North Andover, MA Dan Bradford, PIC	Greg Gilligan, Superintendent of Schools Town of Andover 978-794-0231	\$6.4M	2018 (N)
P	St	Cost Estimating for Various Municipal Projects City of Fall River, MA Gene S. Raymond Jr., PIC	Chris Gallagher, Building & Grounds Dir. City of Fall River 508-324-2226	\$24 M	2018 (R)
P	SD thru AC	New Consumer Science Labs Breed Middle School Lynn, MA Gene S. Raymond Jr., PIC	Michael Donovan, Building Commissioner 617-212-7274	\$600K	2018 (R)
P	SD thru AC	Renovations 33 Center Street & Human Services Building Burlington, MA Dan Bradford	John Sanchez, Director of Public Works Town of Burlington 781-270-1600	\$2.4M	2018 (R)
P	St thru AC	Roof Replacement Abbott Elementary School Westford, MA Gene S. Raymond Jr., PIC	Kathleen Auth, Director of School Finance 978-692-5560  LeftField Associates Lynn Stapleton, OPM 508-269-0457	\$2.0 M	2018 (R)

## 10 ROOF REPLACEMENT PROJECT APPROACH



Coolidge Middle School - Reading



Ashland Middle School



Abbot Elementary School, Westford

**Raymond Design Associates** has been providing roof replacement design services for a total of nineteen years. Between ourselves and our staff from Knight Bagge Anderson, with whom we merged in 2018, our team has completed close to 100 highly successful roof replacement projects, including Nineteen Accelerated Repair (ARP) Roof and Window Replacement Projects for the for the MSBA.

### Roof Replacement Experience:

Our Roofing work has included a wide variety of roofing and flashing systems ranging from Single Membrane PVC, TPO and EPDM, Fiberglass Shingles, and Built-Up Roofing. We have integrated highly efficient insulated translucent skylight systems, raised window sills, and adjusted mechanical and drainage systems.

### Specialty Roof Repair and Replacement Experience:

In addition to our single membrane work, our staff has also performed restoration and replacement work on all types of roofing systems for a wide variety of other municipal and institutional clients. Our team has a great deal of specialty expertise. We have evaluated and implemented repairs, restoration, and replacement of EFIS soffits and wall systems, and slate and copper roofing. Our team has also specified and overseen the installation of roof restoration systems using EPPM, PMMA, Silicon, and Acrylic fluid-applied systems, and spray polyurethane foam (SPF).

### Photovoltaic and Net-Zero Ready Experience:

We salute the Commonwealth's goal of supporting net-zero carbon emissions by 2050, which will involve the necessity of electrifying buildings and maximizing the amount of electricity that can be generated on-site. Our two most recent Core projects are all-electric ground source heat pump buildings with building envelopes that meet the stringent requirements of the Current Stretch Code IECC 2021 with MA amendments + Stretch Code Amendments. We understand that this is not an energy compliance upgrade, but will need to exceed the current stretch code at a minimum.

We have extensive experience in evaluating and defining optimal Photovoltaic solar zone areas on roofs and evaluating existing roof structures to determine their applicability for supporting ballasted PV arrays. Our structural reports include detailed scopes of work and cost estimates to reinforce existing roofs and/or provide above-roof framing systems to support PV arrays. Given the age of Marblehead High School, we don't anticipate this will be necessary, but are ready should it be

We also recognize that the evaluation of an existing electrical service and recommendations for upgrading the electrical capacity of a particular school is central to the PV studies noted above. We have provided many of our District clients with PV studies that define the total electrical load required for their schools and how much of that can be provided via rooftop, parking canopies, or ground mounted systems. We have a solid working relationship with Marblehead Municipal Light Department. We have also recently completed work with the Hingham Light Plant on a PV array design for the Foster Elementary School.

### 521 CMR Accessibility Experience:

All of our roof replacement work has involved a thorough study of a schools compliance, or lack thereof, with 521 CMR, the Regulations of the Architectural Access Board and the ADA. We've provided architectural and site solutions ranging from simple and cost-effective locker and toilet upgrades to additions and renovations required to provide compliant accessibility triggered by roof projects. Given Marblehead High School's age, we dont anticipate this type of scope.

## 10 ROOF REPLACEMENT PROJECT APPROACH

### Our Approach to Providing Services

All these projects require careful investigation, planning, detailing, estimating, and construction oversight. This is especially important given that they often occur in phased construction sequences that often overlap with ongoing occupied school operations. As educational planners and designers, RDA and its experienced team of design and construction management professionals excel at this type of work.

It is important to consider all options on a project-by-project basis, as there are some scenarios in the code where new insulation is not required in a re-roofing project. Leaks and insulation damage is common. Performing a forensic analysis of the existing roof through a combination of roof cuts and thermal imaging (if needed) would inform these decisions.

Beyond our experienced architectural staff, we assign Andrew Houle, our Registered Roofing Consultant, to each project to evaluate not only existing roofing systems, but adjacent window and wall systems as well. We make use of Guy Twamley, our Roofing Inspector, to make roof cuts and perform other destructive testing as we seek to understand what is occurring behind the surface and have each material we find tested by our hazardous materials consultant.

Angela Cavanaugh, our Sustainability Director will be coordinating the evaluation of your roof to determine solar-ready areas for potential PV array installation. She leads our coordination with our structural and MEP consultants to assess the structural capacity of existing roofs and the potential benefits or relocating certain MEP systems such as vents or fans. She can also coordinate energy modeling and potential MassSAVE or Federal IRA grants as part of a Life Cycle Cost Analysis covering various roof replacement options.

Our architectural team collates all this information and presents multiple options to PM&C, our cost estimating consultant, and then reviews these with the District. After a preferred option is identified, we go on to support the District and/or Municipality as they seek to secure project funding. In the case of the Quashnet School in Mashpee, we provided extensive (and successful) support as the scope morphed from Window replacements to an entire building envelope upgrade including the roof and EFIS soffits and the town meeting approvals that were required.

You know our dedication to our clients from our work on your new Brown elementary School, and you can expect no less from us as we work with you on this project. We understand the care with which Marblehead explores options, evaluates costs, and prosecutes a project. Our team is consistently on the North Shore working on multiple projects as the city of Lynn's "House Doctor", and will be on site in Marblehead as-needed, and at a moments notice.



Roof Replacement at Revere City Hall



Roof & Window Replacement at Kemp Hall  
Norfolk Aggie High School, Walpole

## 10 ROOF REPLACEMENT PROJECT APPROACH

### Evaluation Criteria

#### 1. **Demonstrated Experience and Performance on Public or Private Projects Entailing Energy Efficient Renovations and Repairs:**

RDA has provided energy efficient design and construction administration services on far greater than seven public and private projects. In the ARP program alone, we have completed ten roof replacement projects ranging in cost from \$1.2-million to \$6.9-million. These have included Plymouth Intermediate School, Bridgewater Middle School, LaLiberte and Merrill Elementary Schools in Raynham, Ashland Middle School, Keefe Voc Tech High School in Framingham, Deerfield Elementary School, Heights Elementary School in Sharon, Quashnet Elementary School in Mashpee, the McKinley Elementary School in Boston, and Kemp Hall at Norfolk Aggie High School. We have also completed Window Replacement projects with values over \$4-million under the ARP program in four Districts. These were Marshfield, Upper Cape Voc Tech High School in Bourne, Quashnet Elementary School in Mashpee, and Kemp Hall at Norfolk Aggie High School.

#### 2. **Demonstrated Experience of Key Personnel:**

Our staffing and Key Personnel have remained stable over the past decade. Given the energy efficiencies involved with roofing replacement projects alone, our Key Personnel have provided energy efficient design and construction administration services on far greater than seven public and private projects. In the ARP program alone, we have completed ten roof replacement projects ranging in cost from \$1.2-million to \$6.9-million. These have included Plymouth Intermediate School, Bridgewater Middle School, LaLiberte and Merrill Elementary Schools in Raynham, Ashland Middle School, Keefe Voc Tech High School in Framingham, Deerfield Elementary School, Heights Elementary School in Sharon, Quashnet Elementary School in Mashpee, the McKinley Elementary School in Boston, and Kemp Hall at Norfolk Aggie High School. We have also completed Window Replacement projects with values over \$4-million under the ARP program in four Districts. These were Marshfield, Upper Cape Voc Tech High School in Bourne, Quashnet Elementary School in Mashpee, and Kemp Hall at Norfolk Aggie High School.

#### 3. **Knowledge and Experience with Energy Efficient Incentive and Rebate Programs:**

RDA has assisted multiple districts in securing MassSAVE grants for our energy efficient design work. These have included Bridgewater, Lynn, and Orange. Andelman Lelek has well more than four Districts. We are intimately involved with the City of Lynn in projecting the grants they will receive under the Inflation Reduction Act for their most recent project.

#### 4. **Demonstrated Experience with Renovations in Occupied Buildings:**

Our key personnel have experience with scores of occupied addition/renovation and/or repair projects in occupied school buildings – way beyond five. Among others, we've been involved in everything from 4-year/7-phase high school projects to the



Leed Elementary School, North Hampton

replacement of the entire heating system with roofing and window replacement over two summers and a school year at Provincetown High School and Window, Roof, and Soffit replacements Quashnet Elementary School under the MSBA.

#### 5. **Demonstrated Capacity and Organizational Structure to Take on This Project:**

As demonstrated by our past performance on multiple projects that are running simultaneously, we have the capacity and organizational structure to perform well on any assignment that comes out of this contract. We were recently involved with the simultaneous study, design, and construction of MSBA Core projects in Bridgewater, Marblehead, Orange while working on four schools in Boston as part of the ARP project. We provided simultaneous ARP services at multiple schools in single districts many times, while concurrently working on ARP projects in others. Springfield has three projects. Boston had two projects under two separate ARP assignments. Bridgewater-Raynham had four projects in between window and roof replacements at three of their schools. Ashland had two roof projects while we worked on a roof replacement project at Keefe Tech in Framingham and oversaw the completion of the three roof replacement projects in Bridgewater.

#### 6. **Past Performance of Key Personnel with Previous MSBA-Funded Projects within the Past Three Years:**

RDA maintains a good reputation with the MSBA and our Key Personnel have been consistently assigned to our MSBA projects over the past three years or longer.

## 10 ROOF REPLACEMENT PROJECT APPROACH

### Financial Stability

RDA has been in business for nineteen years with revenues approaching \$13-million. We have never been involved in any litigation or negotiated settlements. Our staff is stable, with most having worked together for well over 20 years.

### Relevant Work / DSB Cut Sheets

We purposely provided five cut sheets under DSB Item #8a that demonstrate the breadth of our experience in the type of work to be awarded under this contract. They cover Roof Replacement, related Accessibility Upgrades, PV design studies, and our capacity to study, design and oversee the construction of projects in multiple Occupied School Buildings simultaneously. This type of work is the focus of our practice and is what we excel at.

**Cut Sheet #1** covers our wide ranging experience with Roof Replacement Projects in fourteen different communities across the Commonwealth under the ARP program.

**Cut Sheet #2** Brown Elementary School, Marblehead. This project represents our working style, thoroughness of design, construction administration follow through to make sure you received what you paid for, and our commitment to community outreach, listening, and providing a project that meets a community's goals and desires, all within a fixed budget.

**Cut Sheet #3** demonstrates our ability to study, design, and oversee the Simultaneous Design and Construction of multiple repair and replacement projects in occupied school buildings and over condensed summer-slammer schedules.

**Cut Sheet #4** is an example of an ARP window project that was expanded to include not only Window/Door Replacement (with associated Accessibility Upgrades), but also an entire Roof Replacement, and the Reconstruction of EFIS Soffits. The expansion of the project scope beyond window/door replacements was triggered by our detailed forensic analysis of the entire building envelope during Schematic Design as we sought to find the source of water damage at the heads of the existing window systems which the District has assumed was due to window failures.

**Cut Sheet #5** is an example of an ARP project that started as a boiler replacement, but expanded to a significant addition and renovation project (with extensive site redesign) after our Schematic Design identified the extent of Accessibility Upgrades that were required under 521 CMR. It was further expanded by the City of Boston to include Window Replacements in the 1920's original school.



Deerfield Elementary -Before



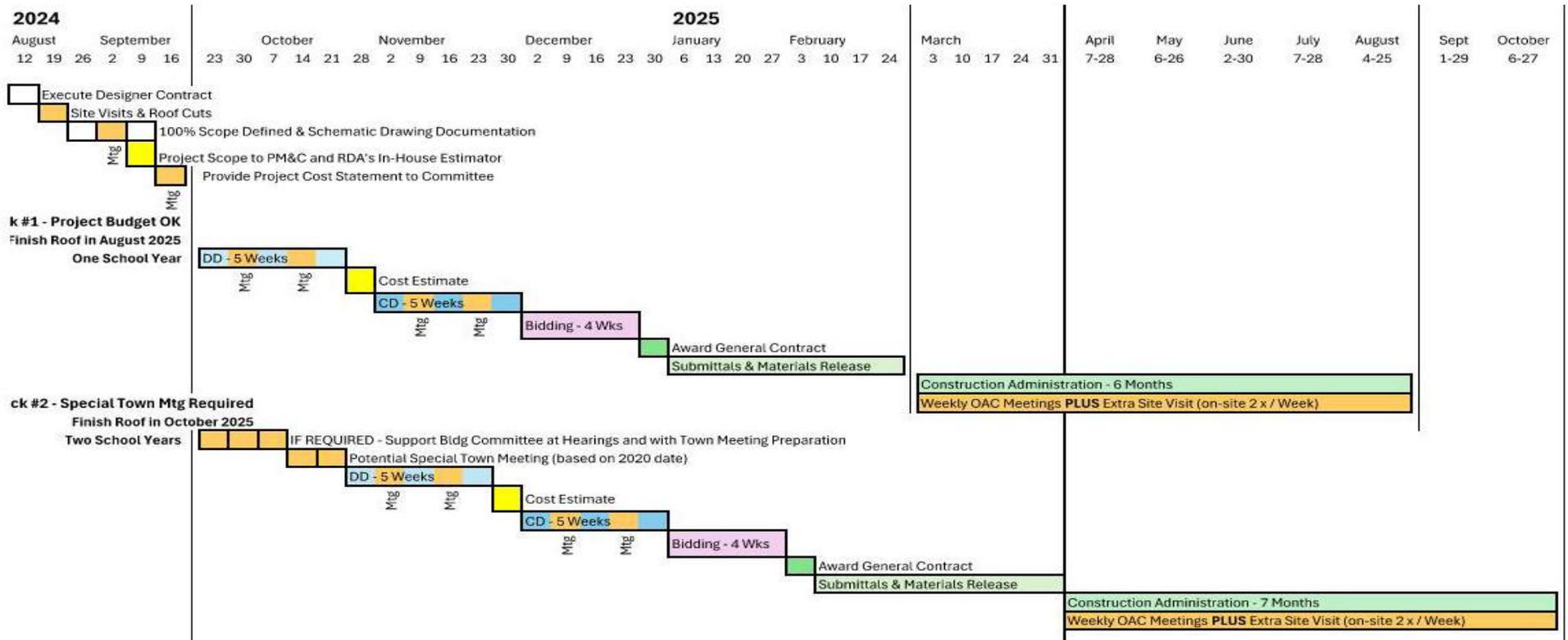
Deerfield Elementary - After

10 ROOF REPLACEMENT PROJECT APPROACH

DESCRIPTION	YEAR	SQ. FT	COST ESTIMATE	BID PRICE	CHANGE ORDERS	PROJECT CLOSEOUT	
<b>Plymouth Intermediate School PCIS- 20 yr EPDM</b> Plymouth, MA	ARP	2012	178,000 sf	\$3,600,000	\$2,530,000 \$ 14.21 /sf <i>(rip to deck)</i>	\$12,000 0.47%	\$2,542,000
<b>Bridgewater Middle School - 30 yr EPDM</b> Bridgewater, MA Contact: School Superintendent - Derek Swenson (dswenson@bridge-rayn.org) 508-279-2140	ARP	2014	133,754 sf	\$2,788,717	\$1,482,000 \$ 11.08 /sf <i>(kept insulation)</i>	\$11,938 0.81%	\$1,493,938
<b>Dr. E. Joseph LaLiberte Elementary School - 30 yr EPDM</b> <b>Lillie B. Merrill Elementary School - 30 yr EPDM</b> Raynham, MA Contact: School Superintendent - Derek Swenson (dswenson@bridge-rayn.org) 508-279-2140	ARP	2014	45,779 sf 46,427 sf 92,206 sf	\$1,090,288 <del>\$1,110,065</del> \$2,200,353	\$1,627,200 \$23.86 /sf <i>(rip to deck)</i>	\$62,337 3.83% <i>(owner added copper work)</i>	\$1,689,537
<b>Ashland Middle School - 30 yr PVC</b> Ashland, MA Contact: Assistant Superintendent - Barbara Durand (bdurand@ashland.k12.ma.us) 508-881-0156	ARP	2014	96,829 sf	\$2,900,968	\$1,584,000 \$ 16.36 /sf <i>(rip to deck)</i>	(\$14,815) -0.94%	\$1,569,185
<b>Warren Elementary School - Sloped Asphalt Shingle/30 yr PVC</b> Ashland, MA Contact: Assistant Superintendent - Barbara Durand (bdurand@ashland.k12.ma.us) 508-881-0156	ARP	2014	73,765 sf	\$2,074,007	\$977,000 \$ 13.24 /sf <i>(kept insulation)</i>	\$2,711 0.28%	\$979,711
<b>Joseph P Keefe Technical High School - 30 yr PVC</b> Framingham, MA Contact: Facilities Director - Domenic Janetti- (djannetti@jpkeefehs.org) 508-416-2335	ARP	2014	176,971 sf	\$5,130,738	\$3,218,000 \$ 18.18 /sf <i>(rip to deck)</i>	\$159,669 4.96% <i>(hidden elect issues)</i>	\$3,377,669
<b>Leeds Elementary School Roof Replacement - 30 yr EPDM</b> Northampton, MA Contact: Director of Central Services - David Pomerantz (dpomerantz@northamptonma.gov) 413-587-1260		2015	12,171 sf	\$539,231	\$401,550 \$ 32.99 /sf <i>(rip to deck)</i>	(\$44,383) -11.05%	\$357,167
<b>RK Finn/Ryan Road Elementary School - 30 yr EPDM</b> Northampton, MA Contact: Director of Central Services - David Pomerantz (dpomerantz@northamptonma.gov) 413-587-1260		2015	30,335 sf	\$851,639	\$501,520 \$ 16.53 /sf <i>(kept insulation)</i>	(\$6,885) -1.37%	\$494,635
<b>Joseph L. Mulready Elementary School - 30 yr EPDM</b> Hudson, MA Contact: Facilities director - Leonard Belli (lpbelli@hunson.k12.ma.us) 508-674-0800	ARP	2016	30,554 sf	\$1,143,284	\$944,300 \$ 30.91 /sf <i>(rip to deck)</i>	(\$19,851) -2.10%	\$924,449
<b>Provincetown High School - 30 yr EPDM</b> Provincetown, MA Contact: Superintendent of Schools - Beth Singer (bsinger@provincetownschools.com) - 508-487-5206	ARP Hybrid	2016	20,784 sf	\$640,769	\$524,600 \$ 25.24 /sf <i>(rip to deck)</i>	(\$7,608) -1.45%	\$516,993
<b>Deerfield Elementary School - Sloped Asphalt Shingles</b> Deerfield, MA Contact: Director of Business Services - Patti Cavanaugh (patti.cavanaugh@frsu38.org) 413-665-1155	ARP	2016	82,612 sf	\$2,341,276	\$1,589,000 \$ 19.23 /sf <i>(kept insulation)</i>	(\$19,194) -1.21%	\$1,569,806
<b>Memorial Early Childhood Center - 20 yr EPDM, 30 yr Slate</b> Middleboro, MA Contact: Superintendent of Schools - Brian Lynch (blynch@middleboro.k12.ma.us) 508 946-2000	ARP	2016	Slate 8,000 sf EPDM 8,800 sf 16,800 sf	\$888,000	\$640,000 \$ 38.10 /sf <i>(rip to deck)</i>	(\$4,670) -0.73%	\$635,330
<b>Heights Elementary School - 30 yr EPDM</b> Sharon, MA Contact: Permanent Building Committee Chair - Grodon Gladstone (gwgladstone@gmail.com)	ARP	2017	82,612 sf	\$1,854,000	\$1,227,000 \$ 14.85 /sf <i>(rip to deck)</i>	\$24,609 2.01%	\$1,251,609
<b>Quashnet Elementary School</b> Mashpee, MA Contact: DPW Director - Catherine Laurent (claurent@mashpee.ma.gov) 508-539-3894	ARP	2019	NA	\$9,183,994	\$6,994,000 (roof and windows) <i>(one contract)</i>	\$130,944 1.87%	\$7,124,944
<b>Curley Elementary School - 30 yr BUR</b> Jamaica Plain, MA Contact: Public Facilities Director - Tom Kazmowski (tom.kazmowski@boston.gov) 617 504-0897	ARP	2021	18,500 sf	\$1,475,000	\$848,000 \$ 45.84 /sf <i>(rip to deck)</i>	NA	NA
<b>William McKinley Elementary School - 30 yr BUR</b> Boston, MA Contact: Public Facilities Director - Tom Kazmowski (tom.kazmowski@boston.gov) 617 504-0897	ARP	2021	43,203 sf	\$3,105,000	\$1,996,000 \$ 46.20 /sf <i>(rip to deck)</i>	NA	NA
<b>Kemp Hall - Norfolk Agricultural Technical HS - 30 yr White EPDM</b> Walpole, MA Contact: Busines Manager - Richard Fitzpatrick (rfitpatrick@norfolkaggie.com) 508 668-0268, ext 11213	ARP	2021	24,400 sf	\$1,701,000	\$1,206,000 \$ 49.43 /sf <i>(rip to deck)</i>	NA	NA

# 10 ROOF REPLACEMENT PROJECT APPROACH

## PROJECT SCHEDULE



### Project Schedule

As noted in our cover letter, we believe that we can shorten the amount of time that construction will require and would hope to get it as close to a 'summer slammer' as possible. However, that is a ways off. For now, we've shown two potential timelines based on the information provided in the RFS, which vary only based on whether or not a Special Town Meeting will be required. The key to figuring that out is to hit the ground running and provide a detailed schematic design scope and estimate of project cost as soon as possible, which we have the time and staff availability to achieve.

10 Use this space to provide any additional information or description of resources supporting the qualifications of your firm and that of your sub-consultants for the proposed project. If needed, up to three, double sided 8 1/2" X 11" supplementary sheets will be accepted.

SEE PREVIOUS ATTACHED PAGES

11	Professional Liability Insurance: Name of Company	Aggregate Amount	Policy Number	Expiration Date
	Hanover Insurance Co.	\$2,000,000	#22292	1/30/2025

12 Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of \$50,000 per incident? Answer YES or NO. If YES, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).

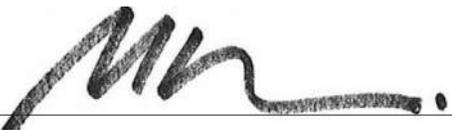
NONE

13	Name of Sole Proprietor or names of all firm Partners and Officers: Name	Title	MA Reg #	Status/Discipline
	N / A			

14	If Corporation, provide names of all members of the Board of Directors: Name	Title	MA Reg #	Status/Discipline
	Gene S. Raymond Jr.	President	#8182	Architect

15	Name of all owners (stocks or other ownership) Name	Title	Ownership	MA Reg #	Status/Discipline
	Gene S. Raymond Jr.	President	100.0%	#8182	Architect

16 I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7C, Section 44 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.

Submitted by (signature)	Printed Name & Title	Date
	Gene S. Raymond Jr., AIA, LEED AP, MCCPO President	July 31, 2024



MARBLEHEAD PUBLIC SCHOOLS MASSACHUSETTS  
CERTIFICATE OF CORPORATE AUTHORITY

The principal, officer, or person to sign below pledges under penalties of perjury, that he or she has been designated by the Owner(s) or the Board of Directors of the below-named firm as an authorized representative.

Date: 7-24-2014

Signature of individual submitting bid or proposal:   
GORB S. RAYMOND, JR

Printed Name of the Person signing the bid or proposal: \_\_\_\_\_

Title of Person signing the bid or proposal: PRESIDENT

Name of Business: RAYMOND DESIGN ASSOCIATES, INC.

Business Address: 60 LEDGEMOOD PLACE  
ROCKLAND, MA 02370

Business Phone: 781-501-5270

MUST BE SIGNED AND RETURNED WITH RESPONSE

MARBLEHEAD PUBLIC SCHOOLS MASSACHUSETTS  
CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that it has not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the contract. 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. Furthermore, the Designer certifies under the penalties of perjury that throughout the duration of the contract, it will not have any financial relationship in connection with the performance of this contract with any materials manufacturer, distributor, or vendor. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the Securities and Exchange Commission, if such stockholder holds less than ten percent of the outstanding stock entitled to vote at the annual meeting of such corporation.

Authorized Signature 

Printed Name GORB S. RAYMOND, JR

Title PRESIDENT

Company Name RAYMOND DESIGN ASSOCIATES, INC.

Company Address 60 LEDGEMOOD PLACE  
ROCKLAND, MA 02370 Zip Code \_\_\_\_\_

Telephone # 781-501-5270 Date 7-24-2014

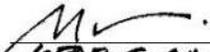
MARBLEHEAD PUBLIC SCHOOLS MASSACHUSETTS  
CONFLICT OF INTEREST STATEMENT

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 any gift, contribution, or offer of employment to the applicant, or to any other person(s), 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(s), 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(s), corporation, or entity be paid a fee or other compensation contingent upon the award of the contract to the applicant.

Name of Applicant: RAYMOND DESIGN ASSOCIATES, INC.

Address: 60 LODGEWOOD PLACE, ROCKLAND, MA 02370

By:  Title: PRESIDENT  
GENE S. RAYMOND, JR.

Printed: \_\_\_\_\_

Date: 7-24-2024

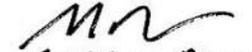
MARBLEHEAD PUBLIC SCHOOLS MASSACHUSETTS  
CERTIFICATE OF TAX COMPLIANCE

Tax Certification

Pursuant to M.G.L. Chapter 62C, Sec. 49A, and M.G.L. Chapter 151A, Section 19A, the undersigned acting on behalf of the business, certifies under penalty of perjury that, to the best of the undersigned's knowledge and belief, the business is in compliance with all the laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.\*

\*\* Signature of Individual

20-3030709  
\*\*\* Individual's Social Security Number or  
Corporate Contractor Federal Identification  
RAYMOND DESIGN ASSOCIATES, INC

By:  Date: 7-24-2024  
GENE S. RAYMOND JR  
Corporate Officer  
PRESIDENT

\* The provision in the Attestation of relating to child support applies only when the contractor is an individual.

\*\* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

\*\*\*Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct heir non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of M.G.L. Chapter 62C, Section 49A.



**CERTIFICATE OF LIABILITY INSURANCE**

RAYMDES-01 **MALJO1**

DATE (MM/DD/YYYY)  
2/27/2024

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 <b>Bender Hatch Insurance, Inc.</b> 87 Wendell St 4th Floor Boston, MA 02110	CONTACT NAME: PHONE (A/C, No, Ext): <b>(617) 367-4900</b> FAX (A/C, No): <b>(617) 451-6661</b> E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE: NAIC # INSURER A: <b>Hartford Casualty Insurance Company</b> 29424 INSURER B: <b>Twin City Fire Insurance Company</b> 29459 INSURER C: INSURER D: INSURER E: INSURER F:
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**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 SUBR (INSR, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER/SECT <input type="checkbox"/> LOC OTHER:		08SBAUM8544	7/5/2023	7/5/2024	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (EA occurrence) \$ 300,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
PRODUCTS - COMP/OP AGG \$ 2,000,000						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		08SBAUM8544	7/5/2023	7/5/2024	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		08SBAUM8544	7/5/2023	7/5/2024	EACH OCCURRENCE \$ 5,000,000
						AGGREGATE \$ 5,000,000
						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7/5/2023	7/5/2024	<input checked="" type="checkbox"/> PER/STATUTE <input type="checkbox"/> OTH-ER
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
						\$

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

**CERTIFICATE HOLDER**

Proposal Only

**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

ACORD 25 (2016/03)

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**CERTIFICATE OF LIABILITY INSURANCE**

RAYMDES-01 **CJOHNSON**

DATE (MM/DD/YYYY)  
2/27/2024

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 <b>Ames &amp; Gough</b> 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME: PHONE (A/C, No, Ext): <b>(617) 328-6555</b> FAX (A/C, No): <b>(617) 328-6888</b> E-MAIL ADDRESS: <b>boston@amesgough.com</b> INSURER(S) AFFORDING COVERAGE: NAIC # INSURER A: <b>Hanover Insurance Company</b> 22292 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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**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 SUBR (INSR, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER/SECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$
						DAMAGE TO RENTED PREMISES (EA occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (EA accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$
						AGGREGATE \$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER/STATUTE <input type="checkbox"/> OTH-ER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
						\$
A	Professional Liab.		LHNH91793402	1/30/2024	1/30/2025	Per Claim Limit 2,000,000
A			LHNH91793402	1/30/2024	1/30/2025	Aggregate Limit 2,000,000

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

All Coverages are in accordance with the policy terms and conditions.

For Proposal Only

**CERTIFICATE HOLDER**

For Proposal Only

**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

ACORD 25 (2016/03)

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RAYMDES-01

CJOHNSON

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/3/2024

**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.**

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<b>PRODUCER</b> Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(617) 328-6555</b> FAX (A/C, No): <b>(617) 328-6888</b> E-MAIL ADDRESS: <b>boston@amesgough.com</b>
<b>INSURER(S) AFFORDING COVERAGE</b>	
INSURER A : <b>Hanover Insurance Company</b>	
NAIC # <b>22292</b>	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

**INSURED**  
 Raymond Design Associates, Inc.  
 60 Ledgewood Place  
 Rockland, MA 02370

**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	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below    N / A						PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
<b>A</b>	<b>Professional Liab.</b>			<b>LHNNH91793402</b>	<b>1/30/2024</b>	<b>1/30/2025</b>	<b>Per Claim Limit</b>	<b>2,000,000</b>
<b>A</b>				<b>LHNNH91793402</b>	<b>1/30/2024</b>	<b>1/30/2025</b>	<b>Aggregate Limit</b>	<b>2,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 All Coverages are in accordance with the policy terms and conditions.

**Evidence of Insurance**

**CERTIFICATE HOLDER**

**CANCELLATION**

Town of Marblehead Abbot Hall 188 Washington Street Marblehead, MA 01945	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 <i>Jared Maxwell</i>
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