

3.1.1 Introduction

A. Summary of Facility Deficiencies

Lexington High School is a public high school located at 251 Waltham Street, Lexington, Massachusetts that supports grades 9-12 with a current enrollment of 2,315 students.

The high school occupies part of a larger campus that is approximately 56.5 acres. Along with the high school building, at-grade parking, vehicular and pedestrian circulation, and outdoor plazas and classrooms associated with the school resides on the southern portion of campus on approximately 28-acres. The northern portion of the campus includes several athletic and recreation facilities including baseball diamonds, track, tennis courts, football field, playground, and an outdoor pool.

The campus is bound by Worthen Road to the west and Waltham Street and residential properties to the south, east, and north. Several wetland resources exist on the site along with an underground drainage culvert that runs through the site containing discharge from off-site and on-site wetlands as well as runoff from the campus.

The Lexington High School building in its current location was originally constructed in 1953 with significant additions being made in 1957. To keep pace with increases in enrollment, three new unconnected classroom buildings were completed in 1965 in a “California campus” arrangement to provide space for up to 1,850 students.

These buildings established a departmental and “house model” organization that remains in place today. The field house was also constructed at that time.

A large, outdoor quadrangle space known as “the Quad” has become a civic and social heart of the school and is the primary means of circulation between the four major buildings, however it is not weather protected other than by a few covered walkways and presents several safety and accessibility challenges.

In 2000, significant renovations attempted to connect interior learning environments, and included intensive interior and exterior reconstruction of Arts and Humanities wings, new mechanical systems, and the addition of the library. As enrollment continued to grow, temporary modular buildings were added in 2014 and 2015, respectively.

The architectural and structural infrastructure of the building has been well maintained, but due to outdated enclosure systems, large portions of the envelope do not meet current standards of energy efficiency and weather tightness. Existing buildings consume vast resources due to energy losses through poorly insulated walls, while draining human resources through continual repairs to keep spaces habitable for students and staff. These facilities are far from suitable to support the high sustainability and wellness expectations of the Lexington community. Meanwhile, many of the Plumbing, HVAC and Electrical systems have reached the end of their useful life expectancies and are in need of replacement.

Currently the combined GFA of all buildings totals approximately 352,000 sf, yet despite its sprawling character, the Lexington High School facility suffers from overcrowding, poor environmental controls, and a general lack of flexibility to support modern educational programs.

As detailed in the Statement of Interest submitted to the MSBA in June 2021, a large percentage of classrooms do not meet the District’s program needs, and have limited access to equipment, power sources, and safety features, making it difficult for the school to maintain NEASC accreditation. Virtually every space type is substantially impacted by overcrowding.

B. Invitation to Conduct Feasibility Study

The MSBA invited Lexington High School to conduct a Feasibility Study on March 1, 2023.

A copy of the MSBA Board Action Letter is included in the at the end of this section.





Massachusetts School Building Authority

Deborah B. Goldberg
Chairman, State Treasurer

James A. MacDonald
Chief Executive Officer

John K. McCarthy
Executive Director / Deputy CEO

March 1, 2023

Mr. James J. Malloy, Town Manager
Town of Lexington
Town Office Building
1625 Massachusetts Avenue
Lexington, MA 02420

Re: Town of Lexington, Lexington High School

Dear Mr. Malloy:

I am pleased to report that the Board of the Massachusetts School Building Authority (the “MSBA”) has voted to invite the Town of Lexington (the “Town”) to partner with the MSBA in conducting a Feasibility Study for the Lexington High School. The Board’s vote follows the Town’s timely completion of all of the requirements of the MSBA’s Eligibility Period.

I do want to emphasize that this invitation to partner on a Feasibility Study is ***not*** approval of a project but is strictly an invitation to the Town to work with the MSBA to explore potential solutions to the problems that have been identified. Moving forward in the MSBA’s process requires collaboration with the MSBA, and communities that “get ahead” of the MSBA without MSBA approval will not be eligible for grant funding. To qualify for any funding from the MSBA, local communities must follow the MSBA’s statute, regulations, and policies which require MSBA collaboration and approval at each step of the process.

During the Feasibility Study phase, the Town and the MSBA will partner pursuant to the terms of the Feasibility Study Agreement to find the most fiscally responsible and educationally appropriate solution to the problems identified at the Lexington High School. The Feasibility Study, which will be conducted pursuant to the MSBA’s regulations and policies, requires the Town to work with the MSBA on the procurement of an Owner’s Project Manager and Designer, which will help bring the Town’s Feasibility Study to fruition.

We will be contacting you soon to discuss these next steps in more detail. In the meantime, however, I wanted to share with you the Board’s decision and provide a brief overview of what this means for the Town of Lexington.

I look forward to continuing to work with you as part of the MSBA’s grant program. As always, feel free to contact me or my staff at (617) 720-4466 should you have any questions.

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Lexington Feasibility Study Invitation Board Action Letter

Sincerely,



John K. McCarthy
Executive Director

Cc: Legislative Delegation
Joseph N. Pato, Member, Lexington Select Board
Sara Cuthbertson, Chair, Lexington School Committee
Dr. Julie Hackett, Superintendent, Lexington Public Schools
Maureen Kavanaugh, Director of Data & Strategy, Lexington Public Schools
Mike Cronin, Director of Public Facilities, Town of Lexington
File: 10.2 Letters (Region 4)

District Name: Town of Lexington
School Name: Lexington High School
Project ID Number: 202101550505

**MASSACHUSETTS SCHOOL BUILDING AUTHORITY
FEASIBILITY STUDY AGREEMENT**

This Feasibility Study Agreement, dated the 6 day of March, 2023 (the "Agreement") is between the Massachusetts School Building Authority (the "**Authority**"), a public instrumentality of the Commonwealth of Massachusetts established by Chapter 70B of the Massachusetts General Laws and Chapters 208 & 210 of the Acts of 2004 of the Commonwealth, in each case as amended from time to time, and the Town of Lexington (the "**District**").

WHEREAS, the District submitted a Statement of Interest to the Authority for the Lexington High School (hereinafter "**School**"), and the District prioritized this Statement of Interest as its priority to receive any potential funding from the Authority;

WHEREAS, on March 2, 2022, the Board of Directors of the Authority voted to invite the District to the MSBA's Eligibility Period, the Board of Directors of the Authority voted to invite the District to commence the Eligibility Period on June 1, 2022, and the District has completed all applicable preliminary requirements to the satisfaction of the MSBA;

WHEREAS, on March 1, 2023, the Board of Directors of the Authority shall have voted to authorize the Parties to enter into this Agreement upon the terms and conditions stated herein.

WHEREAS, the Feasibility Study is one step in the multi-step process of the Authority's grant program for school building construction and renovation projects, and the invitation to collaborate on conducting and/or reviewing a Feasibility Study is not approval of a project or any funding by the Authority, except as expressly provided in this Agreement;

WHEREAS, the Authority's grant program for school building renovation and construction projects is a non-entitlement, discretionary program based on need, as determined by the Authority;

WHEREAS, the District has submitted a signed Initial Compliance Certification, as described in 963 CMR 2.02, 2.03 & 2.10(2), in the form prescribed by the Authority, and it has been accepted by the Authority;

WHEREAS, the District has formed a School Building Committee to monitor the Feasibility Study and advise the District during the study;

WHEREAS, the Authority may reimburse the District for a portion of eligible, approved costs incurred in connection with the Feasibility Study undertaken by the District for the School under certain terms and conditions, hereinafter provided, and subject to the provisions of M.G.L. c. 70B, 963 CMR 2.00 *et seq.* and all applicable policies and guidelines of the Authority.

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NOW THEREFORE, in consideration of the promises and the agreements, provisions and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the District (together, the "Parties") agree as follows:

SECTION 1 DEFINITIONS

- 1.1 Capitalized terms not specifically defined in this Definitions section shall have the meanings ascribed to them in either M.G.L. c. 70B or 963 CMR 2.00 *et seq.*

"Budget" shall mean a complete and full enumeration of all costs, including both hard costs and soft costs, so-called, that the District reasonably estimates, to the best of its knowledge and belief, will be incurred in connection with the planning, development, and the completion of the Feasibility Study, which Budget shall be approved by the Authority and attached hereto as **Exhibit A**, as it may be updated from time to time.

"Design Contract" shall mean the standard design contract developed and prescribed by the Authority, as it may be amended by the Authority from time to time that shall be executed by the District and the Designer for design services related to the Proposed Project.

"Designer" shall mean the individual, corporation, partnership, sole proprietorship, joint stock company, joint venture, or other entity engaged in the practice of architecture, landscape architecture, or engineering that meets the requirements of M.G.L. c. 7C, § 44 and has been procured and contracted by the District to conduct a Feasibility Study, in accordance with the provisions of Sections 2.1(a)(i) and 2.1(a)(ii) of this Agreement.

"Excusable Delay" shall mean a delay of the Feasibility Study that either (a) is solely because of a natural event, such as flood, storms, or lightning, that is not preventable by any human agency, or (b) is reasonably determined by the Authority to be excusable, provided that the failure of the District to have exclusive ownership, control and use of site will not extend the "Term of the Agreement" established in Section 2.2.

"Feasibility Study" shall mean a study as described in 963 CMR 2.10(8) and in any applicable policies and guidelines of the Authority and, in relation to a Major Reconstruction Project or Repair Project, as described in M.G.L. c. 70B, 963 CMR 2.00 *et seq.* and any applicable policies and guidelines of the Authority, shall also include an engineering study, in a format prescribed by or otherwise acceptable to the Authority, to investigate potential options and solutions, including cost estimates, for the deficiencies and issues identified in the Statement of Interest or as otherwise determined by the Authority.

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“Owner’s Project Manager” shall mean the individual corporation, partnership, sole proprietorship, joint stock company, joint venture, or other entity under contract with, designated, or assigned by the District and approved by the Authority, to fully and completely manage and coordinate administration of the Project to completion. The Owner’s Project Manager must meet the qualifications set forth in M.G.L. c. 149, § 44A ½, 963 CMR 2.00 *et seq.*, and all applicable policies and guidelines of the Authority.

“Scope” shall mean the scope of the Feasibility Study as described in 963 CMR 2.10(8) and any applicable policies and guidelines of the Authority or as otherwise determined in writing by the Authority and as more fully described in **Exhibit B** attached hereto, as it may be updated from time to time as mutually agreed upon by the District and the Authority.

“Schedule” shall mean the schedule for the Feasibility Study, which schedule shall be updated from time to time and approved by the Authority.

“School” shall mean the Lexington High School located in the District.

“Statement of Interest” shall mean the Statement of Interest, as defined in 963 CMR 2.09 and all applicable policies and guidelines of the Authority, submitted to the Authority by the District for the School.

SECTION 2 FEASIBILITY STUDY

Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties and covenants contained herein, the Parties hereby agree as follows:

2.1 Feasibility Study.

- (a.) The Parties hereby agree that the District shall undertake a Feasibility Study to investigate potential options and solutions, including cost estimates, to the School’s deficiencies and issues as identified in the Statement of Interest or as otherwise determined by the Authority and in accordance with the Scope, Budget, and Schedule approved by the Authority, provided that the Authority has the unconditional unilateral right to alter that approved Scope, Budget, and/or Schedule for the Authority’s convenience and the Authority will not be liable to the District for any loss and/or damage that arises, in whole or in part, out of any such alteration. The adequacy, sufficiency and/or acceptability of a Feasibility Study or a Prior Study, as defined in Section 2.1(c) of this Agreement, for the purposes of the Authority’s grant program shall be determined by the Authority within its sole discretion. Any determination by the Authority that a Feasibility Study or Prior Study is adequate, sufficient or acceptable

for the Authority's purposes shall not be construed as a certification or approval by the Authority of the studies, plans, drawings, designs, cost estimates, specifications or any other information or materials contained therein and no MSBA requirement that the District study a particular Option shall constitute an MSBA approval of that Option, in whole or in part. The District, its officials, employees and agents are and shall remain responsible for the Feasibility Study and/or Prior Study and the building designs, site plans, drawings, cost estimates, specifications and other materials and information relative thereto that the District submits to the Authority. The Authority's review of the Feasibility Study and/or Prior Study and any studies, plans, drawings, designs, cost estimates, specifications or any other information or materials contained therein or related thereto is solely for the purpose of determining whether they meet the provisions of this Agreement and the Authority's regulations, standards, policies, guidelines and other requirements and whether the District will be eligible for potential funding from the Authority for the Proposed Project. Approval of a Proposed Project shall only be determined by a vote of the Authority's Board in accordance with 963 CMR 2.00 et seq. and the applicable policies and guidelines of the Authority.

- (i.) The District shall procure a Designer to conduct the Feasibility Study pursuant to the provisions of M.G.L. c. 7C, § 44 through 58, 963 CMR 2.10(8), 963 CMR 2.12, and any other applicable laws and regulations; provided, however, that if the estimated construction cost of the Proposed Project is determined to be more than five million dollars (\$5,000,000), then the District shall select the Feasibility Study Designer using the Authority's Designer Selection Panel in accordance with 963 CMR 2.00 *et seq.* and all applicable policies and guidelines of the Authority. The District shall not use a Designer who was procured by the District prior to July 1, 2007, to conduct the Feasibility Study, unless the Designer is acceptable to the Authority. It is further provided that, if said Designer who was procured by the District prior to July 1, 2007, is unacceptable to the Authority, the District shall conduct a new procurement for a Feasibility Study Designer pursuant to the applicable provisions of M.G.L. c. 7C, § 44 through 58, 963 CMR 2.10(8), 963 CMR 2.12, and any rules, regulations, policies and guidelines of the Authority.

- (ii.) The District shall use the Authority's Design Contract to contract with the Designer for the Feasibility Study. The District shall monitor the performance of the Designer and shall require the Designer to fully comply with all provisions of the Design Contract, including, but not limited to, all provisions affecting the interests of the Authority.
 - (iii.) If, at any time, the construction cost of the Proposed Project is estimated to be more than one million five hundred thousand dollars (\$1,500,000), or if the construction cost of the Proposed Project is estimated to be equal to or less than one million five hundred thousand dollars (\$1,500,000) and the Authority so requires, at any time, as a condition to qualify for funding by the Authority, the District shall procure and maintain under contract, or otherwise assign, an Owner's Project Manager, pursuant to M.G.L. c. 149, § 44A ½, 963 CMR 2.00, *et seq.* and any applicable policies and guidelines of the Authority. The selection of an Owner's Project Manager shall be subject to the review and approval of the Authority as required by M.G.L. 70B, 963 CMR 2.00, *et seq.*, and any applicable policies and guidelines of the Authority. Any costs associated with an Owner's Project Manager who is not approved by the Authority shall not be eligible for reimbursement.
 - (iv.) Where applicable, the District shall use the Authority's model request for services and standard contract to procure and contract with any Owner's Project Manager for the Proposed Project, including the Feasibility Study stage of the Proposed Project. The District shall monitor the performance of the Owner's Project Manager and shall require the Owner's Project Manager to fully comply with all provisions of the contract between the District and the Owner's Project Manager including, but not limited to, all provisions affecting the interests of the Authority.
- (b.) Subject to the satisfaction of or compliance with, as reasonably determined by the Authority, all of the terms and conditions of this Agreement, the applicable provisions of M.G.L. c. 70B, Chapters 208 and 210 of the Acts of 2004, and 963 CMR 2.00 *et seq.* and any other rule,

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regulation, policy or guideline of the Authority, and further subject to the Authority's approval of the Scope, Budget and Schedule and the District's approval, authorization and appropriation for the Feasibility Study using forms prescribed by or otherwise acceptable to the Authority, the Authority hereby agrees to pay to the District an amount that shall under no circumstances exceed the lesser of (i) 31.00% of the eligible, approved costs of the Feasibility Study, as determined by the Authority, or (ii) \$565,750.00. The Parties hereby acknowledge and agree that \$565,750.00 is the maximum amount of funding that the District may receive from the Authority for the Feasibility Study, and that the final amount of eligible Feasibility Study costs approved by the Authority may equal an amount less than \$565,750.00, as determined by an audit or audits conducted by the Authority. Any costs and expenditures that are determined by the Authority to be either in excess of the \$565,750.00 or ineligible for payment by the Authority shall be the sole responsibility of the District. The reimbursement rate set forth above, and as more fully described in the Reimbursement Rate Summary, attached hereto as **Exhibit "C"**, is the rate at which the District may be reimbursed for the eligible, approved costs of the Feasibility Study.

In the event that the Authority reasonably determines that the Feasibility Study is not in accordance or compliance with the Scope, Schedule, Budget, all of the terms and conditions of this Agreement, the provisions of M.G.L. c. 70B, Chapters 208 and 210 of the Acts of 2004, 963 CMR 2.00 *et seq.* and any other rule, regulation, policy or guideline of the Authority, or is delayed (other than an Excusable Delay) or is not duly authorized, approved and funded by the District in accordance with applicable law and as required by the Authority, then the Authority may temporarily and/or permanently withhold payments to the District for any eligible, approved costs of the Feasibility Study, provided that the Authority shall not unreasonably withhold any such payments and further provided that the Authority shall give written notice to the District of any such withholding. Notwithstanding the foregoing, failure by the Authority to provide such written notice timely shall not create or result in any entitlement to payment for the District. In the event that the Authority either temporarily or permanently withholds payment for the Feasibility Study, the District hereby agrees and acknowledges that the Authority shall have no liability for any such withholding of payment or any loss that may occur as a result of any such withholding of payment.

The District shall not be eligible to receive any funding for the Authority's share of the eligible, approved Feasibility Study costs, or any portion thereof, unless and until the Authority has approved the Scope, Budget, and Schedule. The Authority shall reimburse the District only for costs incurred by the District in connection with the Feasibility Study that are timely submitted to the Authority, eligible for reimbursement pursuant to

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Authority policies, procedures, and guidelines, and audited and approved by the Authority.

- (c) Notwithstanding any provision of this Agreement, a District will not be eligible for reimbursement for costs that arise out of any study of the deficiencies and issues identified in the Statement of Interest to the extent that those costs were incurred by the District prior to the date of the Execution of this Agreement.

2.2 Term of Agreement.

No Project Scope and Budget Agreement for a Proposed Project, which arises out of the provisions of this Agreement will be approved by the Authority's Board until on or after July 1, 2023. Subject to that limitation, the Agreement will terminate upon (1) the approval of a Project Scope and Budget Agreement for a Proposed Project by the Authority's Board and the (2) execution of a Project Scope and Budget Agreement by the Authority and the District for that Proposed Project or (2) Nine Hundred and Thirteen (913) Days after the date upon which the Authority's Board votes to invite the District into Feasibility Study, whichever occurs sooner.

SECTION 3 COVENANTS

The District covenants and agrees that as long as this Agreement is in effect, the District shall and shall cause its employees, officers, agents, and representatives to perform and comply with all covenants of this Agreement.

3.1 The District hereby agrees that it shall make available for inspection by, and submit to, the Authority any and all information and documentation related to the Feasibility Study, including, but not limited to budget information, progress reports, and draft copies that may be requested by the Authority, promptly and in no event later than the deadline stated in any such request.

3.2 The District hereby agrees that it shall work with the Authority in developing the Scope, Budget and Schedule for the Feasibility Study and it acknowledges and agrees that the Authority's funding for the Feasibility Study is subject to the Authority's approval of the Scope, Budget and Schedule.

3.3 The District hereby acknowledges and agrees that the Authority shall not provide any amounts in excess of the amount determined under Section 2.1(b) of this Agreement.

3.4 The District hereby acknowledges and agrees that the Authority may, in its sole discretion, determine that certain costs incurred by the District in connection with the Feasibility Study are not eligible for reimbursement by the Authority, pursuant to any applicable provisions of M.G.L. c. 70B, 963 CMR 2.00 *et seq.*, including, but not limited to, sections 2.10 & 2.16(5), and any other policies and guidelines of the Authority.

3.5 The District shall comply with all provisions of this Agreement; the provisions of all other agreements between the Authority and the District that relate to the Feasibility Study; the provisions of M.G.L. c. 70B, 963 CMR 2.00 *et seq.*, and all policies and guidelines of the Authority; and all provisions of law applicable to the Feasibility Study, this Agreement, and any other agreements and documents related to the Feasibility Study, and shall take all action necessary to fulfill its obligations under this Agreement.

3.6 The District hereby acknowledges and agrees that the Authority shall not be required or obligated to make any payment for any eligible Feasibility Study costs while an Event of Default, as defined in section 8 of this Agreement, shall have occurred.

3.7 The District shall, and shall cause any Owner's Project Manager and Designer and their employees, subconsultants and agents to, keep adequate records of the Feasibility Study and make all Feasibility Study records and the Feasibility Study site(s) available to the Authority or representatives of the Authority for review during the course of the Feasibility Study.

3.8 The District hereby acknowledges and agrees that the duties of any Owner's Project Manager hired by and/or assigned to the Proposed Project by the District shall include, but not be limited to, fully and completely managing and coordinating on behalf of the District the administration of the Feasibility Study to completion. Any Owner's Project Manager hired by and/or assigned to the Proposed Project by the District shall be responsible for overseeing, tracking, and managing the Budget and Schedule. In the event that an Owner's Project Manager is not required for the Proposed Project, the District shall have the aforesaid duties and responsibilities in addition to any others imposed by M.G.L. c. 70B, 963 CMR, *et seq.*, the policies and guidelines of the Authority, and any other applicable provisions of law.

3.9 The District hereby agrees that the Authority shall have free access to, and open communication with, any Owner's Project Manager hired by and/or assigned to the Proposed Project by the District and that the Authority shall have full and complete access to all information and documentation relating to the Proposed Project to the same extent that the District has such access. The District agrees that it shall require any such Owner's Project Manager to fully cooperate with the Authority in all matters related to the Proposed Project; to promptly communicate, transmit, and/or make available for inspection and copying any and all information and documentation requested by the Authority; to fully, accurately and promptly complete all forms and writings requested by the Authority; and to give complete, accurate, and prompt responses to any and all questions, inquiries and requests for information posed by the Authority. The District agrees that it shall not in any way, directly or indirectly, limit, obstruct, censor, hinder or otherwise interfere with the free flow of communication and information between the Owner's Project Manager and the Authority in all matters related to the Proposed Project and as provided herein; that it shall not suffer the same to occur by the act or omission of any other person or entity; and that it shall not retaliate against the Owner's Project Manager for communicating information to the Authority as provided herein. The

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District agrees to execute, deliver and/or communicate to the Owner's Project Manager any and all authorizations, approvals, waivers, agreements, directives, and actions that are necessary to fulfill its obligations under this paragraph. The District further agrees that the Authority shall bear no liability whatsoever arising out of the Authority's knowledge or receipt of information communicated to the Authority by the Owner's Project Manager and that the District shall remain responsible for the management and completion of the Proposed Project.

3.10 The District hereby acknowledges and agrees that the duties of the Designer shall include, but not be limited to, those described in this Agreement, including, but not limited to, the Scope attached hereto as Exhibit B; 963 CMR 2.10(8); any applicable rules, regulations, policies and guidelines of the Authority; and any standard scope of services and the Design Contract prescribed by the Authority.

3.11 The District hereby acknowledges and agrees that neither the District nor any of its employees, officials, agents, consultants or contractors shall submit any false or intentionally misleading information or documentation to the Authority in connection with this Feasibility Study Agreement or the Feasibility Study, and further acknowledges and agrees that the submission of any such information or documentation may cause the Authority to suspend, revoke or terminate any and all payments otherwise due to the District and/or recover any previous payments made to the District, and the District may be ineligible for any funding from the Authority. The District hereby further agrees that it shall have a continuing obligation to update and notify the Authority in writing when it knows or has any reason to know that any information or documentation submitted to the Authority contains false, misleading or incorrect information.

3.12 The District hereby acknowledges and agrees that the Authority shall bear no responsibility or liability of any sort for the results of any Feasibility Study, environmental assessment, geotechnical site testing, any necessary site remediation, clean-up, or other site remediation services.

3.13 The District hereby acknowledges and agrees that it shall provide a final Feasibility Study report to the Authority, which shall be in a format that is prescribed by or otherwise acceptable to the Authority.

3.14 The District hereby acknowledges and agrees that the Authority's grant program is a non-entitlement, discretionary program based on need, and the Feasibility Study may not result in a school construction, renovation or repair project that is eligible for funding by the Authority.

3.15 The District shall not combine, consolidate, or conjoin in any way the procurement, pre-qualification or selection of an Owner's Project Manager or Designer for the Proposed Project with the procurement, pre-qualification or selection of an Owner's Project Manager or Designer for any other construction, repair or renovation project without the express prior written approval of a duly authorized representative of the Authority. Any costs incurred by the District that relate to, or arise out of, the use of

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a combined, consolidated or conjoined procurement, pre-qualification or selection process as proscribed above, including, but not limited to, the preparation of bid documents, requests for services, and requests for qualifications, without the express prior written approval of a duly authorized representative of the Authority shall not be eligible for reimbursement.

SECTION 4 PAYMENTS AND AUDIT

4.1 Subject to the terms and conditions of the Agreement, the Authority shall reimburse the District for eligible, approved costs incurred in connection with the Feasibility Study in accordance with the following:

(a) Using the Authority's Pro-Pay system, the District shall submit requests for reimbursement on a monthly basis to the Authority in a format prescribed by the Authority. Each monthly request for reimbursement shall be approved locally by a duly authorized representative of the District, shall be in a form acceptable to the Authority, shall include reasonable detail, including, but not limited to (1) the amount of funding requested, (2) the nature of the materials or property or services received, (3) the total value of the work performed and materials furnished by the Owner's Project Manager, if any, the Designer, and each consultant, subconsultant or vendor to date, and (4) the value of the work completed during the Feasibility Study. The District agrees that each request for reimbursement shall be accompanied by the invoices for each of the amounts requisitioned and any other supporting documentation and information substantiating the District's request for reimbursement, as the Authority may request, in a form satisfactory to the Authority.

(b) Each request for reimbursement shall include a written certification signed by a duly authorized representative of the District stating that: (1) such request for reimbursement is solely for Feasibility Study costs, (2) the obligations itemized in the request for reimbursement have not been the basis for a prior request for reimbursement submitted by the District that has been paid or rejected by the Authority, (3) the reimbursement requested is due for work actually and properly performed or materials or property actually supplied prior to the date of the requisition, (4) the reimbursement requested is for costs that already have been duly paid by the District, and (5) such reimbursement requested is within the Budget approved by the Authority.

(c) The Authority shall review all requests for reimbursement properly submitted pursuant to this Agreement as soon as reasonably possible. The Authority shall not consider requests for reimbursement that are not, as reasonably determined by the Authority, (1) timely and properly submitted, (2) in accordance with the most recent Budget approved by the

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Authority, and (3) for eligible Feasibility Study costs incurred by the District. The District understands and agrees that no reimbursement shall be made by the Authority unless the District has complied with all of the terms and conditions of this Agreement, the applicable provisions of M.G.L. c. 70B, chapters 208 and 210 of the Acts of 2004, 963 CMR 2.00 *et seq.*, and all policies and guidelines of the Authority.

(d) After receipt from the District of a timely and properly submitted request for reimbursement pursuant to this Agreement, the Authority shall make payment to the District of the Authority's share of approved, eligible Feasibility Study costs, subject to the terms and conditions of this Agreement. The District hereby agrees and acknowledges that the amount of approved, eligible Feasibility Study costs reimbursed by the Authority may be subject to change, pending audit, including but not limited to an audit pursuant to Section 4.2 of this Agreement and the final close-out audit pursuant to Section 4.3 of this Agreement.

4.2 The Authority may review and perform a preliminary audit on each request for reimbursement submitted pursuant to this Agreement to ensure that only eligible costs of the Feasibility Study are approved and paid by the Authority. Any such preliminary audits shall be conducted in accordance with 963 CMR 2.16 and other policies and guidelines of the Authority. In the event that the Authority determines that an item contained in a request for reimbursement submitted by the District pursuant to this Agreement is not eligible for reimbursement by the Authority, the Authority shall adjust a subsequent reimbursement to the District to account for the ineligible costs. The District hereby acknowledges and agrees that each audit conducted pursuant to this Section 4.2 is preliminary, and the Authority may further adjust and alter the results of a preliminary audit after it conducts subsequent audits or a final close-out audit of the Feasibility Study.

4.3 The District hereby acknowledges and agrees that a final, close-out audit of the Feasibility Study by the Authority shall include an audit of all requests for reimbursement submitted and all reimbursements made by the Authority. The final, close-out audit shall be conducted in accordance with 963 CMR 2.16 and any other applicable regulations, policies and guidelines of the Authority. The District shall make all documents and materials requested by the Authority or its representatives available in a timely manner. The District further acknowledges and agrees that the final, close-out audit of the Feasibility Study may not occur until such time as the Authority conducts its final, close-out audit of the project that may result from the Feasibility Study, should the District be approved for any such project. Any adjustments applicable as a result of the final, close-out audit may be made in the final amount of the Total Facilities Grant, as determined by the Authority.

SECTION 5 REPRESENTATIONS AND WARRANTIES

The District hereby warrants and represents that each of the following statements is true, correct and complete:

5.1 The District is validly organized and existing under and by virtue of the laws of the Commonwealth, has full power and authority to own its properties and carry on its business as now conducted, and has full power and authority to execute, deliver and perform its obligations under this Agreement and all other documents related to the Feasibility Study.

5.2 The District is duly authorized to execute and deliver this Agreement and has taken all necessary steps to authorize the execution and delivery of this Agreement, to undertake the Feasibility Study and to perform and consummate all transactions contemplated by this Agreement.

5.3 The undersigned has the full legal authority to execute this Agreement on behalf of the District and to bind the District to its provisions.

5.4 This Agreement does not and will not, to any material extent, conflict with, or result in violation of any applicable provisions of law, including, but not limited to, any statute, charter, by-law, ordinance, rule or regulation, or any judgment, order, rule or regulation of any court or other agency of government.

5.5 The District has all requisite legal power and authority to own and operate the School that is the subject of the Feasibility Study and to undertake and oversee the Feasibility Study or, in the case of a school facility that is leased by the District, the District has all of the requisite legal power and authority to control and operate the School that is the subject of the Feasibility Study and to undertake and oversee the Feasibility Study pursuant to a lease which assures that the District has exclusive jurisdiction and control of the School and the land upon which it is situated for the anticipated useful life of the Proposed Project.

5.6 No information furnished by or on behalf of the District to the Authority in this Agreement, the Budget, the Initial Compliance Certification, or any other document, certificate or written statement furnished to the Authority in connection with the Feasibility Study contains any untrue statement of a material fact or omitted, omits or will omit to state a material fact necessary in order to make the statements contained in this Agreement or therein not misleading in light of the circumstances in which the same were made.

5.7 The District has duly obtained all necessary votes, resolutions, authorizations, appropriations and local approvals, in accordance with formats prescribed by or otherwise acceptable to the Authority, and has taken all actions necessary or required by law to enable it to enter into this Agreement and to fund and perform its obligations hereunder, in accordance with the Authority's guidelines, regulations, policies and

District Name: Town of Lexington
School Name: Lexington High School
Project ID Number: 202101550505

standards. This Agreement constitutes a valid and binding obligation of the District, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws heretofore or hereafter enacted and general equity principles.

5.8 No litigation before or by any court, public board or body is pending or threatened against the District or the Authority seeking to restrain or enjoin the execution and delivery of this Agreement or the Feasibility Study, or contesting or affecting the validity of this Agreement or the power of the District to pay its share of the Feasibility Study.

5.9 The District has implemented policies and procedures to prevent and eliminate fraud, waste and abuse of public funds in connection with the Feasibility Study and any future construction or renovation projects that may be forthcoming as a result of the Feasibility Study.

5.10 The District has submitted all audit materials requested by the Authority in connection with any project for which the District has received or anticipates receiving funding from the Authority.

5.11 All meetings of all public bodies in the District that relate in any way to the Proposed Project, including, but not limited to, the meetings of the District's school building committee, have been conducted, and shall be conducted, in compliance with the provisions of G.L. c. 30A, §§ 18 – 25, 940 CMR 29.00 *et seq.*, the so-called Open Meeting Law, and all other applicable law.

SECTION 6 INSURANCE

6.1 The District shall obtain and maintain all insurance required by law and insurance of such types and limits and upon such terms and conditions as may be required by, or as may be acceptable to, the Authority.

6.2 The District shall require by contractual obligation, and shall also ensure by the exercise of due diligence, that any Designer hired by the District in connection with the Feasibility Study obtain and maintain, at a minimum, insurance of such types and limits and upon such terms and conditions as may be required by law and as may be prescribed by the Authority in the Design Contract between the Designer and the District.

6.3 Except where the Owner's Project Manager is an existing employee of the District, the District shall require by contractual obligation, and shall also ensure by the exercise of due diligence, that any Owner's Project Manager hired by the District obtain and maintain, at a minimum, insurance of such types and limits and upon such terms and conditions as may be required by law and as may be prescribed by the Authority in its standard contract for Owner's Project Manager services which is incorporated by reference herein.

SECTION 7
COMPLIANCE WITH CONTRACT DOCUMENTS, PROJECT PERMITS AND
OTHER APPLICABLE LAW

7.1 The District shall take all reasonable actions designed to ensure that the Feasibility Study complies with all applicable contract documents, building codes, laws, rules and regulations and to ensure that all necessary project permits have been obtained. Notwithstanding any right of approval or review held or exercised by the Authority in connection with this Agreement or the Feasibility Study, the District shall be responsible for the successful performance and completion of the Feasibility Study in accordance with this Agreement, the Design Contract, design documents and project permits, if any, and for the economical and efficient operation and administration of the Feasibility Study.

SECTION 8
DEFAULTS AND REMEDIES

8.1 The occurrence of any of the following events shall constitute, and is herein defined to be, an Event of Default under this Agreement:

(a) If the District shall fail to perform and observe any covenant, agreement or condition on its part provided in this Agreement and such failure shall continue for a period of thirty (30) days after written notice thereof shall be given to the District by the Authority; provided if such failure cannot be remedied within such thirty (30) day period, it shall not constitute an Event of Default hereunder if corrective action satisfactory to the Authority, as determined by the Authority in writing, is instituted by the District within such period and diligently pursued until the failure is remedied. Any forbearance or failure of the Authority in giving such written notice shall not amount to any waiver of the Authority's rights under this Agreement as to the same or subsequent breaches and shall not preclude the Authority from pursuing any of its rights or remedies provided under this Agreement or as otherwise provided by law.

(b) If any representation or warranty made by the District in this Agreement or in any other agreement entered into by the District with the Authority shall prove to have been incorrect or to be misleading in any material respect.

8.2 If any Event of Default hereunder shall occur and be continuing, the Authority may proceed to protect its rights under this Agreement, and may: (a) terminate this Agreement, (b) permanently withhold or temporarily suspend payment of any eligible, approved costs to the District, (c) recover any payments of eligible, approved costs previously made to the District, and/or (d) exercise any other right or remedy upon such default as may be granted to the Authority under this Agreement or under any other applicable provision of law.

8.3 No remedy conferred upon or reserved to the Authority is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every

District Name: Town of Lexington
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other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as the Authority may deem expedient.

SECTION 9 OTHER TERMS

9.1 Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with, the laws of the Commonwealth of Massachusetts.

9.2 Venue. Any civil action brought against the Authority by the District, or any person or entity claiming by, through or under it, that arises out of the provisions of this Agreement, shall only be brought in the Superior Court for Suffolk County, Massachusetts. The District, for itself and for any person or entity claiming by, through or under it, hereby waives any defenses that it may have as to the venue to which it has agreed herein, including, but not limited to, any claim that this venue is improper or that the forum is inconvenient. The District for itself and for any person or entity claiming by, through or under it, hereby waives all rights, if any, to a jury trial in any such civil action that may arise out of the provisions of this Agreement.

9.3 Indemnification of the Authority by the District. To the fullest extent permitted by law, the District shall indemnify and hold harmless the Authority and its officers, agents and employees from and against any and all claims, actions, 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, or for which liability may be asserted against, the Authority or any of its officers, agents or employees arising out of any activities undertaken by, for, or on behalf of the District in the execution or implementation of this Agreement or with respect to the Feasibility Study, including, but not limited to, the performance of any contract or obligation directly or indirectly related to the Feasibility Study. Such obligation shall not be construed to negate or abridge any other obligation of indemnification running to the Authority which would otherwise exist.

9.4 Members, Employees Not Liable. No member or employee of the Authority shall be charged or held personally or contractually liable by or to the District under any term or provision of this Agreement or because of any breach thereof or because of its execution or attempted execution.

9.5 Assignability. The District shall not assign any interest, in whole or in part, in this Agreement and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of the Authority.

District Name: Town of Lexington
School Name: Lexington High School
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9.6 Payment Not A Waiver.

The Authority's payment(s) to the District under this Agreement or its review, approval or acceptance of any actions by the District under this Agreement shall not operate as a waiver of any rights under this Agreement and the District shall remain liable to the Authority for all damages incurred by the Authority as a result of the District's failure to perform in accordance with the terms and conditions of this Agreement.

The rights and remedies of the Authority provided for under this Agreement are in addition to any other rights or remedies provided by law. The Authority may assert a right to recover damages by any appropriate means, including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim either during or after performance of this Agreement.

9.7 Notices. Any notices required or permitted to be given by either of the Parties hereunder shall be given in writing and shall be delivered to the addressee (a) in-hand (b) by certified mail, postage prepaid, return receipt requested; (c) by facsimile; or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

If to the Authority:

Massachusetts School Building Authority
40 Broad Street, Suite 500
Boston, MA 02109
Attention: Director of Capital Planning
Facsimile: (617) 720-8460

If to the District:

Town of Lexington
146 Maple Street
Lexington, MA 02420
Attention: Superintendent
Facsimile: 871-863-5829

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

9.8 Severability. If any provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

District Name: Town of Lexington
School Name: Lexington High School
Project ID Number: 202101550505

9.9 Counterparts. This Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments, and take such other actions as may be necessary to give effect to the terms of this Agreement.

9.10 No Waiver. No waiver by either party of any term or conditions of this Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Agreement.

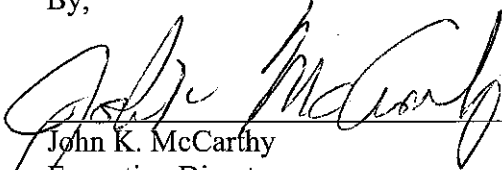
9.11 Integration. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Parties hereto relating to the Feasibility Study and constitutes the entire agreement between the Parties hereto with respect to the Feasibility Study and the Authority's funding of a portion of the eligible, approved costs of the Feasibility Study.

9.12 Amendments. This Feasibility Study Agreement may be amended only through a written amendment signed by duly authorized representatives of the District and the Authority.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this 6 day of March 2023.

MASSACHUSETTS SCHOOL BUILDING AUTHORITY

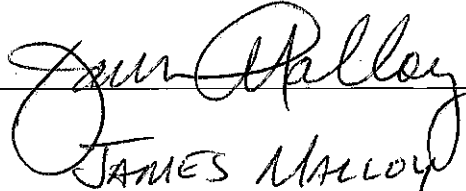
By,



John K. McCarthy
Executive Director

TOWN OF LEXINGTON

By,



JAMES MALLOY
NAME (type or print)

TOWN MANAGER

TITLE (type or print)

EXHIBIT A

FEASIBILITY STUDY BUDGET

**Town of Lexington
Lexington High School**

The total Budget for the Feasibility Study conducted pursuant to this Agreement, which is attached hereto and incorporated by reference herein, shall be no more than \$1,825,000 based upon the following estimates:

Owner's Project Manager:	\$ 400,000
Designer:	\$1,000,000
Environmental and Site Testing:	\$ 350,000
Other:	\$ 75,000

EXHIBIT B

SCOPE OF THE FEASIBILITY STUDY

Town of Lexington Lexington High School

The Scope of the Feasibility Study conducted under this Agreement, which is attached hereto and incorporated by reference herein, shall consist of the development of a Feasibility Study/Schematic Design for the evaluation of a renovation of the existing school, a renovation of and addition to the existing school and/or new construction for the Lexington High School (the "Proposed Project") in the Town of Lexington (the "District"). Pursuant to the Massachusetts School Building Authority's (the "MSBA") regulations, 963 CMR 2.06, the space allowance for the Proposed Project shall meet all applicable MSBA regulations and guidelines.

The Feasibility Study shall contain all information required by 963 CMR 2.10(8) and any other applicable rules, regulations, policies, guidelines and directives of the MSBA including, but not limited to, a final design program, educational space summary, budget statement for educational objectives, and a proposed total project budget. The District shall submit to the MSBA the educational space summary, based on the agreed upon enrollment of 2,395 students in grades 9-12 at the Lexington High School, for review and acceptance. Upon acceptance of the educational space summary, the District will commence with the evaluation of alternatives. The Schematic Design that is developed pursuant to this Agreement shall be based upon the final design enrollment, which shall be subject to the written approval of the MSBA. The Schematic Design shall include, but not be limited to, the information required by the MSBA's Feasibility Study Guidelines, including, but not limited to, a site development plan, environmental assessment, geotechnical assessment, geotechnical analysis, code analysis, utility analysis, schematic building floor plans, schematic exterior building elevations, narrative building systems descriptions, NE-CHPS scorecard or LEED for Schools checklist, outline specifications, cost estimates, project schedule and proposed total project budget.

In conducting the Feasibility Study and developing the Schematic Design, the District shall, in a sufficient and timely manner as determined by the MSBA, initiate such notification procedures, undertake such review processes, and obtain such determinations and approvals as may be required by 963 CMR 2.03(2)(h) & (i), including, but not limited to, such procedures, reviews, determinations, and approvals, as may be required by the Massachusetts Historical Commission (the "MHC") and/or the Massachusetts Environmental Policy Act. At its earliest opportunity, the District shall seek a written determination from the MHC as to whether the MHC intends to undertake a review of the Proposed Project.

The District shall be responsible for conducting such geotechnical evaluations, site investigations, soils explorations and environmental assessments as are reasonable and necessary to determine whether any significant environmental, geotechnical or other

Exhibit C

Calendar Year 2023

Lexington

Lexington High School - 202101550505

MSBA Reimbursement Rate Calculationn

Base Points	31.00
Income Factor	-
Property Wealth Factor	-
Poverty Factor	-
<i>Subtotal: Reimbursement Rate Before Incentives</i>	<i>31.00</i>
<u>Incentive Points</u>	
Maintenance (0-2)	-
CM @ Risk (0-1)	-
Only projects invited to Capital Pipeline prior to 1/2/17	-
Newly Formed Regional District (0-6)	-
Major Reconstruction or Reno/Reuse (0-5)	-
Overlay Zoning 40R & 40S (0-1)	-
Overlay Zoning 100 units or 50% of units for 1, 2 or 3 family structures (0-0.5)	-
Energy Efficiency - "Green Schools" (0 or 2)	-
Model Schools (5)	-
Only projects invited to Capital Pipeline prior to 1/2/16	-
Total Incentive Points	-
MSBA Reimbursement Rate	31.00

physical conditions exist that may have an impact upon eventual construction on the proposed site. The MSBA may require the District to fully fund certain environmental or geotechnical site testing beyond initial investigatory costs. The MSBA shall bear no responsibility or liability of any sort for the results of any geotechnical evaluations or site testing, soils explorations, environmental assessments, nor for any site remediation, clean-up, or other site remediation services.

The development of the Schematic Design shall be subject to continuing review by the MSBA in accordance with the provisions of this Agreement, the MSBA's Feasibility Study guidelines and any other applicable rule, regulation, policy, guideline or directive of the MSBA. The District shall be responsible for submitting to the MSBA all documentation that is required to complete the Feasibility Study and Schematic Design and to support the preparation of a Project Scope and Budget Agreement.

C. Executed Design Enrollment Certification

The MSBA and Town of Lexington have agreed to a design enrollment of 2,395 students in Grades 9 – 12.

A copy of the Design Enrollment Certification is included at the end of this section.





Massachusetts School Building Authority

Deborah B. Goldberg
Chairman, State Treasurer

James A. MacDonald
Chief Executive Officer

John K. McCarthy
Executive Director / Deputy CEO

January 5, 2023

Mr. James J. Malloy, Town Manager
Town of Lexington
Town Office Building
1625 Massachusetts Avenue
Lexington, MA 02420

Re: Town of Lexington, Lexington High School

Dear Mr. Malloy,

I would like to thank representatives of the Town of Lexington (the “District”) for meeting with Massachusetts School Building Authority (the “MSBA”) staff on September 29, 2022, providing the additional materials on October 20, 2022 and meeting with MSBA staff on December 9, 2022 to review enrollment projections and methodologies for the Lexington High School project (the “Proposed Project”). As discussed, the next critical step is for the MSBA and the District to agree on a design enrollment for the Proposed Project.

The MSBA works with local communities to create affordable, sustainable, and energy efficient schools across Massachusetts. A critical early component in achieving these objectives begins with an appropriate design enrollment that positions the District to efficiently meet space capacity needs throughout potential future enrollment variations.

The MSBA uses a data driven enrollment projection methodology based on the widely accepted modified grade-to-grade cohort survival methodology (the “enrollment methodology”). The MSBA’s enrollment methodology generates a baseline enrollment projection as discussed during the September 29, 2022 and December 9, 2022 enrollment meetings, and as further described on the MSBA’s website found under the ‘Building With Us’, ‘MSBA Enrollment Methodology’ section. For specifics on how the MSBA’s methodology impacts the Proposed Project, please refer to the District’s Enrollment Projection package, provided to the District on September 27, 2022.

Based on information supplied by the District, data from sources such as the Department of Elementary and Secondary Education (“DESE”) and Department of Public Health, and discussion with the District, the MSBA has been able to create an enrollment projection for the Lexington High School project, as follows.

The Lexington High School presently serves the District's grade 9-12 enrollment district-wide. The MSBA understands that the District would like to continue to include space to accommodate the LABBB Collaborative program at Lexington High School. Please note, as discussed at the meeting on December 9, 2022, the LABBB Collaborative enrollment is not included in these figures and the determination of allowable space for the LABBB Collaborative programming will be determined during the next phase of the MSBA's process, which is at the time of the review of the District's proposed educational space program for the Proposed Project.

Accordingly, this analysis will be focused on the enrollment projections for grades 9-12. The table below illustrates the District's K-12 enrollment during the most recent 10-year period, including enrollment through the 2021-2022 year as reported by DESE and enrollment for the 2022-2023 school year as provided by the District.

School Year	K-5	6-8	9-12	Total
2012-2013	2,846	1,641	1,991	6,478
2013-2014	2,924	1,656	2,002	6,582
2014-2015	3,024	1,616	2,093	6,733
2015-2016	3,053	1,642	2,154	6,849
2016-2017	3,066	1,743	2,185	6,994
2017-2018	3,150	1,813	2,212	7,175
2018-2019	3,094	1,833	2,263	7,190
2019-2020	3,019	1,828	2,275	7,122
2020-2021	2,790	1,793	2,261	6,844
2021-2022	2,702	1,748	2,273	6,723
2022-2023	2,704	1,771	2,331	6,809

A version of the above table with more detail regarding the District's historic enrollment may also be found in the District's Enrollment Projection package.

The total grade 9-12 enrollment in the Town of Lexington as reported by DESE for the most recent school year is 2,331 students, which was the maximum grade 9-12 enrollment reported in the preceding ten years. Additionally, the current year's grade 9-12 enrollment reflects an increase of approximately 126 students (5.4%) from the average grade 9-12 enrollment reported during the preceding ten-year period.

The MSBA understands that the District is proposing an enrollment to accommodate approximately 2,900 students in grades 9-12 at the Lexington High School. The enrollment in grades 9-12 reported by the District for the 2022-2023 school year is 2,331 students.

With respect to future enrollments, the MSBA's base enrollment projection indicates the District's grade 9-12 enrollment will decline over the next ten years as illustrated in the Enrollment Projection package. In accordance with the MSBA's Enrollment Methodology, the baseline enrollment is calculated using the ten-year average of projected enrollments. As such,

the average base enrollment projections for grade 9-12 at the Lexington High School through the 2032-2033 school year is 2,120 students (rounded to the nearest five students).

As a result of a sensitivity analysis performed by the MSBA on this base enrollment projection and further discussion with the District, the following adjustments have been made to the base enrollment projection:

Out-of-District Enrollment

- In order to adjust for fluctuations to the out-of-district enrollment patterns of the District's residents over time, the MSBA has made an adjustment to the base enrollment projection.
- In order to make this adjustment, the MSBA adjusted the grade-to-grade survival ratios for grades 9-12 by a total of 3.3% throughout a four-year period in the projection.
- This adjustment added 50 students to the projected averages for the District's proposed grade configurations as compared to the base enrollment projection.

Developments

- Based on the discussions between the District and the MSBA regarding anticipated new housing developments and the potential zoning changes accommodating transit-oriented development, as well as the development information provided by the District, the MSBA enrollment model has been adjusted to use the five-year 75th percentile cohort survival rate for 2024 and 2025 rather than the five-year average cohort survival rate, which is utilized throughout the base enrollment forecast.
- This adjustment added 225 students to the enrollment projections as compared to the base enrollment projection for grades 9-12.

As a result of the analysis on the base enrollment forecast, the historical enrollment trends of the District and the adjustments described above, the MSBA recommends, for planning and study purposes only, a design enrollment of 2,395 students in grades 9-12 for the Proposed Project.

The MSBA believes that this design enrollment recommendation will position the District to efficiently meet space capacity needs throughout future enrollment variations. Please sign and return the attached certification within 21 calendar days to confirm agreement on this design enrollment. If the District feels that this design enrollment does not meet the needs of the District, please respond to this letter via e-mail to Sarah Przybylowicz and propose three meeting/conference call times for which the District can be available to discuss enrollment.

If you have any questions regarding this matter, please do not hesitate to contact me or (Sarah.Przybylowicz@massschoolbuildings.org) at 617-720-4466.

Page 4
January 5, 2023
Lexington High School Enrollment Letter

Sincerely,

A handwritten signature in black ink, appearing to read "Mary Pichetti". The signature is fluid and cursive, with the first name "Mary" being more prominent than the last name "Pichetti".

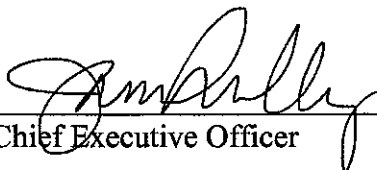
Mary Pichetti
Director of Capital Planning

Cc: Legislative Delegation
Joe Pato, Member, Lexington Select Board
Sara Cuthbertson, Chair, Lexington School Committee
Dr. Julie Hackett, Superintendent, Lexington Public Schools
Maureen Kavanaugh, Director of Data & Strategy, Lexington Public Schools
Michael Cronin, Director of Public Facilities, Town of Lexington
File: 10.2 Letters (Region 4)

**MASSACHUSETTS SCHOOL BUILDING AUTHORITY
TOWN OF LEXINGTON
LEXINGTON HIGH SCHOOL
DESIGN ENROLLMENT CERTIFICATION**

As a result of a collaborative analysis with the Massachusetts School Building Authority (the "MSBA") of enrollment projections and space capacity needs for the proposed project at the Lexington High School (the "proposed project"), the Town of Lexington hereby acknowledges and agrees that the design of the proposed project at the Lexington High School shall be based on an enrollment of no more than 2,395 students in grades 9-12. The Town of Lexington further acknowledges and agrees that, pursuant to 963 CMR 2.00 *et seq.*, the MSBA shall determine the square feet per student space allowance and total square footage for grades 9-12 in a high school serving 2,395 students. The Town of Lexington acknowledges and agrees that it has no right or entitlement to any particular design enrollment, square feet per student space allowance, or total square footage and that it has no right or entitlement to a design enrollment any greater than 2,395 students for the Lexington High School, and further acknowledges and agrees that it shall not bring any claim or action, legal or equitable, against the MSBA, or any of its officers or employees, for the purpose of obtaining an increase in the design enrollment of the Lexington High School that it has acknowledged and agreed to herein. The Town of Lexington further acknowledges and agrees that, among other things, the design enrollment, square feet per student space allowance, and total square footage of the Lexington High School shall be subject to the approval of the MSBA's Board and that the final approval of a proposed project at the Lexington High School shall be within the sole discretion of the MSBA's Board.


The undersigned, for themselves and the Town of Lexington, hereby certify that they have read and understand the contents of this Design Enrollment Certification and that each of the above statements is true, complete and accurate. The undersigned also hereby certify that they have been duly authorized by the appropriate governmental body to execute this Certification on behalf of the Town of Lexington and to bind the Town of Lexington to its terms.



Chief Executive Officer

1-6-23


Date



Duly Authorized Representative of School Committee

1-11-2023

Date



Superintendent of Schools

1-10-2023

Date

D. Capital Budget Statement and Target Budget

The preliminary estimated project costs for the alternatives developed range from \$300 million to \$665 million (for the school building only) exclusive of MSBA reimbursement. The current reimbursement base rate is 31% (of eligible costs). The Town intends to seek additional incentive points for: Major reconstruction (dependent on which alternative is chosen), High Efficiency Green School and Best Practice for Routine and Capital Maintenance.

Through the study phase the Town is examining how additional Town needs may be built in conjunction with the school building on the site. These additional functions with the exception of Central Office (which has been a customary function included in High School Projects by the MSBA) would be put before the Town as a separate warrant article next fall, if they become part of the project. The preliminary estimated projects costs for these spaces are as follows:

- Central Office Space - \$23 million
- A renovated or New Field House – Range from \$41 to \$79 Million
- A Nanatorium - \$25 Million

The Town of Lexington maintains a robust annual capital improvement and replacement program financed with a combination of cash, available funds and general obligation bonds. The capital program is updated and refined annually and projects are prioritized based on current conditions and a variety of other factors such as program needs, utilization and ongoing operating costs. The Town reserves the use of debt outside the limits of Proposition 2 ½ exclusively for large municipal building projects, with all other ongoing capital programs and smaller projects financed with cash or within the levy limit. In the last five years the Town completed three major construction projects outside the limits of Proposition 2½ including the Hastings Elementary School, Lexington Children's Place (preschool) and the Lexington Fire Headquarters. The Town is currently engaged in a fourth excluded debt project reconstructing the Lexington Police Station which is expected to be complete in the Summer of 2024. The Town contemplates additional large-scale construction projects in the 20-year capital plan, after the Lexington High School construction project is complete, around the years 2030-2032.

The financing of the Lexington High School project will be contingent on a successful debt exclusion referendum which is anticipated late in calendar year 2025. The Town has been planning for the High School construction project for several years. During that time the Town built a Capital Stabilization reserve fund of approximately \$32 million, as well as within levy debt capacity to absorb a portion of the annual debt service, both of which will mitigate the impact of this project on Lexington's taxpayers.

The Town's Equalized Valuation as of June 30, 2022 is \$15,034,185,600, and total outstanding debt as of June 30, 2023 was \$212,748,186, which leaves the Town significant borrowing capacity both in term of the debt limit and levy ceiling. The Town of Lexington has long maintained a AAA bond rating from Moody's Investor Services which cites the Town's wealthy tax base, strong financial management, ample reserves and liquidity in their credit opinion. Given the Town's strong financial position, history of excellence in education, and past support for school construction projects, the Town is confident the Lexington High School project will be supported by Lexington residents in the debt exclusion referendum.

In spring of 2022, the Massachusetts School Building Authority voted to accept the Lexington High School project into the MSBA reimbursement program. The Special Town Meeting 2022-2 appropriated \$1,825,000 to conduct a feasibility study as the first phase of the project. In Spring of 2024, Lexington Town Meeting appropriated an additional \$10 Million dollars to fund the second design phase of the process, under MSBA guidance. These design funds will allow the project to advance through the Schematic Design Phase and determine construction cost estimates for a future construction appropriation.

E. Project Directory

The project directory provides information for all project stakeholders. This will be updated as additional participants are added.

A copy of the Project Directory is included at the end of this section.

Work Type	Name		Email
School Building Committee & School Committee Members			
Owner	Katheleen Lenihan*	School Building Committee Chair and School Committee Member	klenihan@lexingtonma.org
Town of Lexington	Michael Cronin*	School Building Committee Vice-Chair and LPS Facilities Director	mcronin@lexingtonma.gov
	Julie Hackett*	Superintendent of Schools	jhackett@lexingtonma.org
	Jim Malloy*	Town Manager	jmalloy@lexingtonma.gov
	Joe Pato*	Select Board	jpato@lexingtonma.gov
	Mark Barrett*	Public Facilities Project Manager	mbarrett@lexingtonma.gov
	Chuck Favazzo Jr.*	Permanent Building Committee	cfavazzo@lmp.com
	Jonathan Himmel*	Permanent Building Committee Chair	jonhimmel@verizon.net
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	Carolyn Kosnoff*	Finance Assistant Town Manager	ckosnoff@lexingtonma.gov
	Hsing Min Sha*	Community Representative	Hsing_min@yahoo.com
	Kseniya Slavsky*	Community Representative	kseniya.slavsky.lhs.sbc@gmail.com
	Charles Lamb	Capital Expenditures Committee	Charles.Lamb@gmail.com
	Alan Levine	Appropriation Committee	aml@space.mit.edu
	Dan Voss*	Sustainable Lexington Committee	Dvoss@kearsargeenergy.com
	Sara Jorge	Office Manager	Sjorge@lexingtonma.org

*=Voting Member

Owner's PM			
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Architect			
SMMA 1000 Massachusetts Ave Cambridge, MA	Lorraine Finnegan	Principal In Charge/Project Manger	lfinnegan@smma.com
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	Brian Black	Architect	bblack@smma.com
	Phil Poinelli	Educational Planner	ppoinelli@smma.com
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	Andrew Oldeman	HVAC Engineer	aoldeman@smma.com
	Anthony Jimenez	Electrical Engineer	ajimenez@smma.com
	Paul Elliott	Plumbing & Fire Protection Engineer	pelliott@smma.com
	Michael Dowhan	Landscape Architect	mdowhan@smma.com
	Martine Dion	Sustainable Design / Energy Model	mdion@smma.com

PROJECT CONTACTS

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Structural Engineering			
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63 Pleasant Street	Sofya Auren		sofya.auren@resassociates.com
Watertown, MA			

Geotechnical			
O'Reilly, Talbot & Okun - OTO (WBE)	Michael J. Talbot, P.E.	Principal	talbot@oto-env.com
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GeoEnvironmental			
CDW Consultants (WBE)	Kathy Campbell, PE, LSP, LEED AP, ENV S	Principal	kcampbell@cdwconsultants.com
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Furniture, Fixtures and Equipment (FFE)			
Stefura Associates (WBE)	Marcy Stefura	Principal in Charge	marcy@stefura.com
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Boston, Ma			

Food Service			
Food Service Design LLC (WBE)	Lisa May	Designer	LMAYDESIGN@COMCAST.NET
Exeter, NH			
603-969-0009			

Acoustical			
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West Bridgewater, MA			

PROJECT CONTACTS

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Cost Estimator			
PM&C	Peter Bradley	Lead Estimator	pbradley@pmc.com
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Code Consultant			
JENSEN HUGHES	Shaine Grogan, P.E	Senior Fire Protection Engineer	sgrogan@jensenhughes.com
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Plainville CT			

ta/Communications/Security Consultant			
3Si, Technology Designers and Planner	Michael DiBari	Principal	mike@3si.net
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Theatre Consultant			
Theater Design	Michael Mell	President	mmell@theaterdesigninc.com
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Cold Spring, NY			

Lighting Design Consultant			
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Security Consultant			
Good Harbor Techmark	Matthew Allain	Director	matt.allain@ghtechmark.com
17 Accord Park Drive, Suite 201	Frank Gallagher	Principal	
Norwell, MA			

Educational Planner			
New Vista Design	David Stephen	President	david@newvistadesign.net
32 Sheridan Street			
Jamaica Plain, MA			

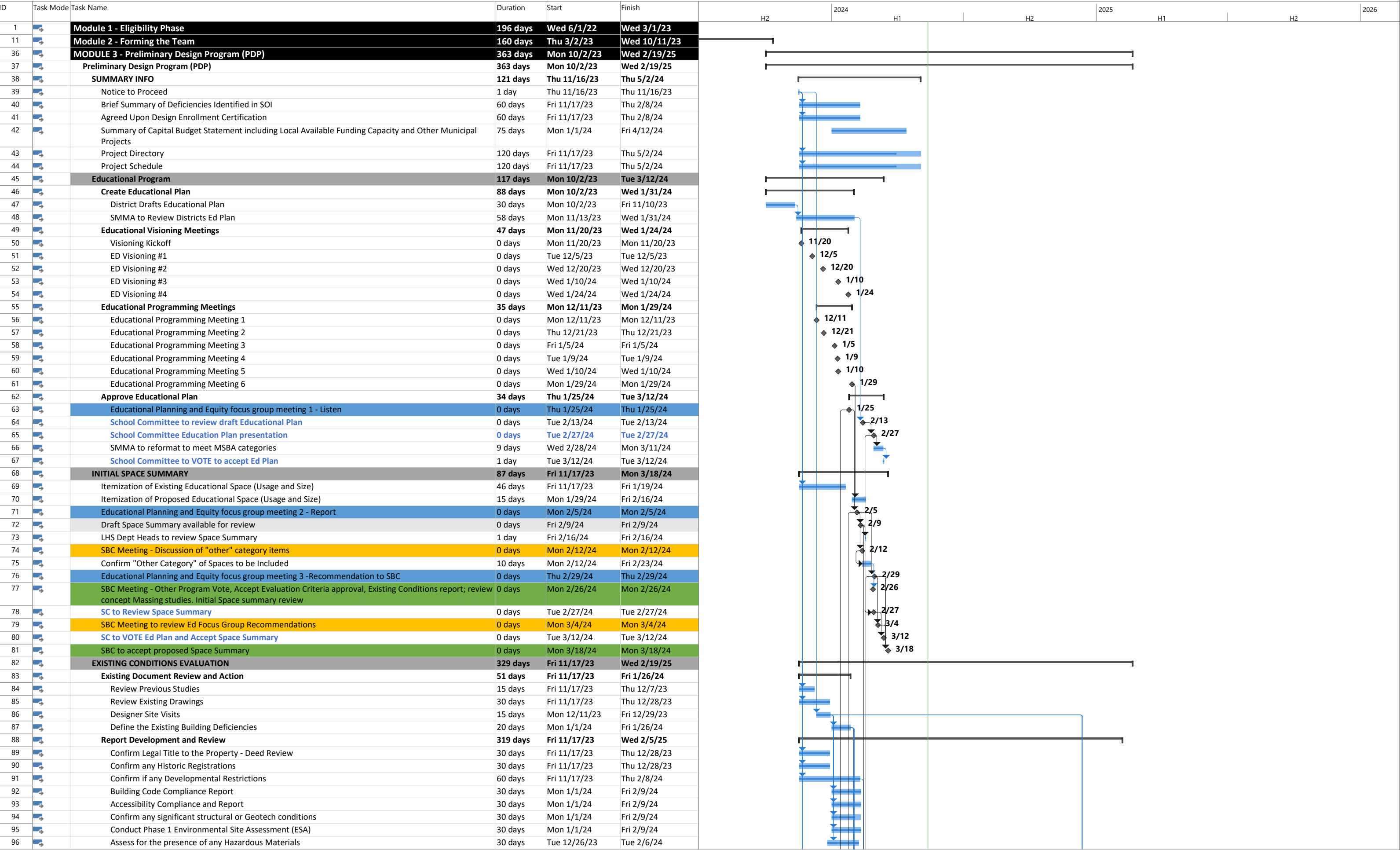
F. Updated Project Schedule

The project schedule outlines the following milestone dates:

<i>Preliminary Design Program Submission to MSBA</i>	05.31.2024
<i>Preferred Schematic Submission to MSBA</i>	12.26.2024*
<i>MSBA Board Meeting approval to proceed to Schematic Design</i>	02.26.2025*
<i>Schematic Design Submission</i>	08.26.25*
<i>MSBA Board Meeting for Project Scope and Budget</i>	10.29.2025*
<i>Projected Town of Lexington vote to approve funding</i>	11.30.2025*

All dates with an asterisk are tentative until the MSBA 2025 calendar is issued.

A copy of the Updated Project Schedule is included at the end of this section.



For PDP Submission						Lexington High School Project Schedule - DRAFT									
ID	Task Mode	Task Name	Duration	Start	Finish										
						H2	2024	H1	H2	2025	H1	H2	2026		
97		Delineate any wetland resources	15 days	Fri 12/13/24	Thu 1/2/25										
98		Perform Topographic Survey	40 days	Thu 12/12/24	Wed 2/5/25										
99		Perform Geothermal test well and calculations	20 days	Mon 4/29/24	Fri 5/24/24										
100		Draft Existing Conditions Report available	0 days	Mon 2/5/24	Mon 2/5/24										
101		SBC to review existing condition report	5 days	Mon 2/5/24	Fri 2/9/24										
102		SBC Comments due on existing conditions report	1 day	Mon 2/12/24	Mon 2/12/24										
103		SBC to accept existing conditions report	0 days	Mon 2/26/24	Mon 2/26/24										
104		Site Development Requirements	281 days	Wed 1/24/24	Wed 2/19/25										
105		Site Safety and Security Focus Group Meeting 1 - Listen	0 days	Wed 1/24/24	Wed 1/24/24										
106		Confirm any Proposed Structures or Fences	15 days	Thu 1/25/24	Wed 2/14/24										
107		Define Site Access and Circulation	15 days	Mon 2/12/24	Fri 3/1/24										
108		Define Parking Count; Paving Requirements	15 days	Mon 2/12/24	Fri 3/1/24										
109		Identify Zoning Setback and Limitations (Variances?)	5 days	Fri 2/9/24	Thu 2/15/24										
110		Define Accessibility Requirements	15 days	Mon 2/12/24	Fri 3/1/24										
111		Identify any Easements	5 days	Thu 2/6/25	Wed 2/12/25										
112		Identify Wetland Setbacks	10 days	Tue 2/6/24	Thu 2/6/25										
113		Define Emergency Vehicle Access Requirements	15 days	Mon 2/12/24	Fri 3/1/24										
114		Define Safety and Security Requirements	15 days	Mon 2/12/24	Fri 3/1/24										
115		Identify Utilities - Present and Required	10 days	Thu 2/6/25	Wed 2/19/25										
116		Define Athletic Fields and Outdoor Educational Spaces	15 days	Mon 2/12/24	Fri 3/1/24										
117		Define Site Orientation and Other Location Considerations	15 days	Mon 2/12/24	Fri 3/1/24										
118		Site Safety and Security Focus Group Meeting 2 - Respond	0 days	Fri 2/9/24	Fri 2/9/24										
119		Site safety and Security Focus Group Meeting 3 - Recommend	0 days	Wed 3/6/24	Wed 3/6/24										
120		Draft Site Development requirements report available	0 days	Thu 3/7/24	Thu 3/7/24										
121		SBC to review defined requirements	0 days	Mon 3/11/24	Mon 3/11/24										
122		SBC to accept defined Requirements	0 days	Mon 3/18/24	Mon 3/18/24										
123		Preliminary Evaluation of Alternatives	136 days	Fri 11/17/23	Fri 5/24/24										
124		Analysis of School District Student Assignment Practices and Available Spaces in Other School Districts	60 days	Fri 11/17/23	Thu 2/8/24										
125		Tuition Agreements with Adjacent School Districts	60 days	Fri 11/17/23	Thu 2/8/24										
126		Rental or Acquisition of Existing Building that Could be Made Available for School Use	60 days	Fri 11/17/23	Thu 2/8/24										
127		MEP and Sustainability Focus Group Meeting 1 - Listen	0 days	Thu 1/25/24	Thu 1/25/24										
128		Exterior & Interior Design Focus Group Meeting 1 - Listen	0 days	Fri 1/26/24	Fri 1/26/24										
129		Code Upgrade Option - Repair Systems, No Modifications to Space	40 days	Mon 1/29/24	Fri 3/22/24										
130		Renovation and/or Addition Option(s) of Varying Degrees	40 days	Mon 1/29/24	Fri 3/22/24										
131		New Building Option(s)	40 days	Mon 1/29/24	Fri 3/22/24										
132		MEP and Sustainability Focus Group Meeting 2 - Respond	0 days	Mon 2/12/24	Mon 2/12/24										
133		Exterior & Interior Design Focus Group Meeting 2 - Respond	0 days	Wed 2/14/24	Wed 2/14/24										
134		Develop Evaluation Criteria	60 days	Fri 11/17/23	Thu 2/8/24										
135		SBC to discuss evaluation criteria	0 days	Mon 1/22/24	Mon 1/22/24										
136		PBC Meeting - Evaluation Criteria, Existing Conditions draft report, Space summary, Monthly progress update	0 days	Thu 2/15/24	Thu 2/15/24										
137		SBC Meeting to Vote Evaluation Criteria	0 days	Mon 2/26/24	Mon 2/26/24										
138		PBC Meeting - Evaluation Criteria, Existing Conditions draft report, Space summary, Monthly progress update	1 day	Tue 3/19/24	Tue 3/19/24										
139		SBC Meeting - Focus group updates, accept space summary, accept site development requirements, review concept massing alternatives	1 day	Tue 3/19/24	Tue 3/19/24										
140		Evaluate Conformance to Ed Plan and Site Development Requirements	10 days	Mon 3/25/24	Fri 4/5/24										
141		Construction Phasing of Each Alternative	5 days	Mon 3/25/24	Fri 3/29/24										
142		Preliminary Cost Estimate of Each Alternative	15 days	Mon 3/25/24	Fri 4/12/24										
143		Exterior and Interior Design Focus Group Meeting 3 - Recommend	0 days	Mon 4/1/24	Mon 4/1/24										
144		MEP and Sustainability and Exterior, Interior Design Focus Group Meeting 3 - Recommend	0 days	Wed 4/3/24	Wed 4/3/24										
145		PBC Meeting to review FG Recommendations on site, safety, security, interior, exterior design, MEP and Sustainability.	1 day	Thu 4/25/24	Thu 4/25/24										
146		SBC Meeting - Focus Group updates. Review MEP/Sustainability & Design recommendations; refine MEP and Sus Design requirements. Tentative tax payer update	1 day	Mon 4/22/24	Mon 4/22/24										
147		SBC to Review Alternatives Developed	0 days	Mon 4/29/24	Mon 4/29/24										
148		PBC Meeting - Discuss 3 Alternatives, phasing and cost	0 days	Thu 5/9/24	Thu 5/9/24										
149		SBC to Accept Alternatives Developed; Select 3 Alternatives to move to PSR	0 days	Mon 5/13/24	Mon 5/13/24										
150		Select at Least 3 Alternatives to Move into PSR (Must Include at Least 1 Add/Reno)	0 days	Mon 5/13/24	Mon 5/13/24										
151		All Focus Groups Reconvene Meeting 4	0 days	Thu 5/16/24	Thu 5/16/24										
152		SBC to review PDP Submission	5 days	Mon 5/20/24	Fri 5/24/24										
153		Local Actions and Approvals	141 days	Fri 11/17/23	Fri 5/31/24										
154		Log of All Meetings Held for the Project to Date	130 days	Fri 11/17/23	Thu 5/16/24										
155		Copies of Materials Presented at Meetings	130 days	Fri 11/17/23	Thu 5/16/24										
156		SBC Vote to Approve the PDP	0 days	Tue 5/28/24	Tue 5/28/24										

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For PDP Submission

Lexington High School Project Schedule - DRAFT

ID	Task Mode	Task Name	Duration	Start	Finish	H2		2024	H1		H2		2025	H1		H2		2026
218		Develop Room Data Sheets	21 days	Thu 2/20/25	Thu 3/20/25													
219		Update Site Development Requirements	21 days	Thu 2/20/25	Thu 3/20/25													
220		Define Instructional Technology Requirements	21 days	Thu 2/20/25	Thu 3/20/25													
221		Define Security Requirements	21 days	Thu 2/20/25	Thu 3/20/25													
222		Develop Site Plan	30 days	Fri 3/21/25	Thu 5/1/25													
223		Develop Floor Plan	30 days	Fri 3/21/25	Thu 5/1/25													
224		Develop Uniformat Specification	40 days	Fri 3/21/25	Thu 5/15/25													
225		Develop Building Exterior Imagery	21 days	Fri 5/2/25	Fri 5/30/25													
226		Develop Building Sections	21 days	Fri 5/2/25	Fri 5/30/25													
227		Develop Typical Interior Elevations	21 days	Fri 5/2/25	Fri 5/30/25													
228		Develop Preliminary Energy Model	21 days	Fri 5/2/25	Fri 5/30/25													
229		Perform Life Cycle Cost Analysis on Major MEP Equipment	21 days	Fri 5/2/25	Fri 5/30/25													
230		Update Building Systems Narratives	15 days	Mon 6/2/25	Fri 6/20/25													
231		Update Building Structure Narratives	15 days	Mon 6/2/25	Fri 6/20/25													
232		Develop Presentation Site and Floor Plans	15 days	Fri 5/2/25	Thu 5/22/25													
233		Develop Exterior Presentation Building Imagery	15 days	Mon 6/2/25	Fri 6/20/25													
234		Develop FF&E Estimate	15 days	Fri 5/23/25	Thu 6/12/25													
235		Develop Instructional Technology Estimate	15 days	Fri 5/23/25	Thu 6/12/25													
236		Update Code Analysis & Accessibility Narrative	15 days	Fri 5/23/25	Thu 6/12/25													
237		Develop District Letter Describing SPED Program for DESE Approval	15 days	Thu 5/15/25	Wed 6/4/25													
238		Issue to Cost Estimators	10 days	Mon 6/23/25	Fri 7/4/25													
239		Develop Cost Estimate	15 days	Mon 7/7/25	Fri 7/25/25													
240		Reconcile Cost Estimates	5 days	Mon 7/28/25	Fri 8/1/25													
241		OPM Develop Value Engineering Plan	5 days	Mon 7/28/25	Fri 8/1/25													
242		DRAFT Report to SBC for Review	5 days	Mon 8/4/25	Fri 8/8/25													
243		SBC Meeting #1 (review costs, VE)	0 days	Mon 8/4/25	Mon 8/4/25													
244		SBC Meeting #2 (review costs, VE)	0 days	Mon 8/11/25	Mon 8/11/25													
245		OPM Submits Project Budget to MSBA	1 day	Tue 8/12/25	Tue 8/12/25													
246		SBC Vote to Submit	0 days	Mon 8/18/25	Mon 8/18/25													
247		MSBA Submission	24 days	Wed 8/27/25	Mon 9/29/25													
248		Submit SD binder and DESE submittal	0 days	Tue 8/26/25	Tue 8/26/25													
249		MSBA Staff Comments	15 days	Tue 8/26/25	Mon 9/15/25													
250		Respond to MSBA Staff Comments	10 days	Mon 9/15/25	Fri 9/26/25													
251		MSBA Board meeting	5 days	Mon 10/27/25	Fri 10/31/25													
252		MODULE 5 - Project Scope and Budget Agreement	83 days	Thu 11/9/23	Mon 3/4/24													
253		Project Scope and Budget Conference	10 days	Mon 10/13/25	Fri 10/24/25													
254		Local Funding Authorization TBD	43 days	Mon 11/3/25	Wed 12/31/25													
255		Town meeting	22 days	Mon 11/3/25	Tue 12/2/25													
256		Debt Exclusion	21 days	Wed 12/3/25	Wed 12/31/25													
257		Project Funding Agreement	25 days	Thu 1/1/26	Wed 2/4/26													
258		MODULE 6 - Detailed Design	462 days?	Mon 9/1/25	Wed 6/9/27													
259		Design Development	172 days	Mon 9/1/25	Wed 4/29/26													
260		Begin Design Development (DD)	0 days	Mon 9/1/25	Mon 9/1/25													
261		Design Development Drawings	125 days	Tue 9/2/25	Mon 2/23/26													
262		DD Package to Estimators	20 days	Mon 2/23/26	Fri 3/20/26													
263		Reconciliation	5 days	Mon 3/23/26	Fri 3/27/26													
264		Value Engineering & SBC Review	5 days	Mon 3/30/26	Fri 4/3/26													
265		SBC Vote to approve DD Submission	1 day	Mon 4/6/26	Mon 4/6/26													
266		Submit DD package to MSBA	2 days	Tue 4/7/26	Wed 4/8/26													
267		MSBA Review and Comments	15 days	Thu 4/9/26	Wed 4/29/26													
268		Construction Documents	280 days?	Wed 4/8/26	Wed 5/5/27													
269		Begin Construction Documents (CD)	0 days	Wed 4/8/26	Wed 4/8/26													
270		CD Drawings	280 days?	Thu 4/9/26	Wed 5/5/27													
271		CD 60% Drawings	87 days	Thu 4/9/26	Fri 8/7/26													
272		CD 60% to Estimators	20 days	Mon 8/10/26	Fri 9/4/26													
273		CD 60% Reconciliation	10 days	Mon 9/7/26	Fri 9/18/26													
274		Value Engineering and SBC Review	5 days	Mon 9/21/26	Fri 9/25/26													
275		SBC Review 60% CD Submission	1 day	Mon 9/21/26	Mon 9/21/26													
276		SBC Vote to submit CD 60%	1 day	Mon 9/28/26	Mon 9/28/26													
277		Submit CD 60% to MSBA	1 day	Tue 9/29/26	Tue 9/29/26													
278		MSBA review period	15 days	Wed 9/30/26	Tue 10/20/26													
279		CD 90% Drawings	110 days	Mon 8/10/26	Fri 1/8/27													
280		CD 90% to Estimators	20 days	Mon 1/11/27	Fri 2/5/27													
281		CD 90% Reconciliation	5 days	Mon 2/8/27	Fri 2/12/27													
282		Value Engineering and SBC Review	5 days	Mon 2/15/27	Fri 2/19/27													

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The diagram illustrates a timeline from 2024 to 2026. The timeline is divided into segments labeled H2, H1, and H2. A vertical green line marks the start of 2025. Various dates are marked with diamonds and connected by lines, showing a sequence of events. Key dates include 9/14, 11/24, 3/6, 5/2, 6/17, 11/9, 1/25, 2/5, 2/29, 1/24, 2/9, 3/6, 1/25, 2/12, 4/3, 1/26, 2/14, 4/1, and 5/16. Horizontal bars indicate periods of activity or duration.