

★ Airtel:
8/19/2022 (Tuesday)
#(2)

August 9, 2022 (Tuesday)

Tom:

I'm sorry if my letter of August 1, 2022 seemed bossy or pushy. Please forgive me. Thank you!

I was not fully informed, or up to date, about all that had already happened regarding 79 Nichols Street. I did not attend the May 23 meeting and I could not see anything online about this.

Both of your letters to the Neighbors gave me the impression that you were opposed to any development at 79 Nichols. Your true objective or goal was not plainly stated. For example: you could have explained that "a street with 4 houses on $\frac{1}{3}$ acre lots would be acceptable" to you and all of the neighbors.

Your second letter could have included a brief summary of all that had happened, to date, with 79 Nichols, similar to what you detailed in your August 4, 2022 letter to me.

The meeting that I suggested in my letter of August 1, 2022 was a private meeting, not a town or Selectmen's Meeting, if this would be allowed by all State laws and town laws, or rules.

If Mass Housing's development evaluation procedures and neighborhood design compatibility requirements were plainly written into Massachusetts laws, stating plainly that

Tom O'Brien
124 Nichols Street
Wilmington, MA 01887

To:

8/19/2022 (Tuesday)

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a new development in an existing neighborhood with 1,000 to 2,000 square foot, 3 to 4 bedroom homes, on $\frac{1}{3}$ to $\frac{1}{2}$ acre lots, must remain closely within those specifications, no one would have to worry about proposals of 4 story buildings in single family neighborhoods. I wonder what is already in Massachusetts Law regarding Mass Housing. The Law must allow for flexibility and exceptions, otherwise James Mangano and Attorney Newhouse would not have submitted proposals so different from the existing neighborhood.

The Town Of Wilmington should have informed all of the residents about 79 Nichole Street, and included a summary of the procedures, rules and laws pertaining to the step by step process Mass Housing, the Zoning Board of Appeals and the Conservation Commission must follow before any development proposal is accepted. The letter from Town Manager, Jeffrey M. Hull, should have been sent as soon as the Town was made aware of the initial proposal for 79 Nichole Street. It came late, on June 16, 2022.

I realized that all of the above should have been included in my letter of August 8, 2022, so I wrote this second letter. You do not have to keep responding. You must be busy with other things. Thanks again! Love, Kevin

August 14, 2022

Judith L. O'Connell
Chairperson, Wilmington Select Board
Town Hall
121 Glen Road
Wilmington, MA 01887

Dear Ms. O'Connell,

We, Cagri Dagli and Renee Smith of 12 Jaques Lane, in order for the Town to prepare the most informed comment to MassHousing regarding the revised 79 Nichols/Baldwin Landing 40B development application, strongly urge the Town to:

1. Reject the false claims made by the proponents in support of their eligibility for Sustainable Development as defined by MassHousing in the development application.
2. Reject the proponents' characterization of development constraints of the site in the development application.
3. Use all available means to obtain additional, clarifying information from the proponents as to how the proposed development will affect the neighborhood, community and Town.

As concerned abutters, we have been actively and continuously following the proponents' various attempts to develop the property, attending Planning Board meetings since the original development proposal (2018) and providing public comment. Our property abuts the northeast side of the site. Though we are encouraged by the proponents' revised development plan, we are **not satisfied with the information provided by the proponents** in their Comprehensive Permit Site Approval Application.

As outlined below, the proponents make provably false claims to sustainable development eligibility, mischaracterize site characteristics and constraints and fail to provide adequate information about the impacts of the proposed development to the neighborhood, community and Town.

False Claims for Meeting MassHousing Sustainable Development Criteria

As described in the *Sustainable Development Criteria Scorecard* section of the application, the Commonwealth requires proposed 40B developments meet sustainable development criteria and provide applicants either of two methods by which to meet these requirements, *Method 1* and *Method 2*. The proponents chose *Method 2* which requires applicants meet a minimum of *five (5)* of the Commonwealth's nine (9) *Sustainable Development Principles* as outlined in the scorecard questionnaire detailed in Pages 20-24.

Through their responses, the proponents claim they meet six (6) of the nine (9) requirements, however all, or parts of, three (3) of these claims are provably false. **If these claims are rejected, the proposed development will fail to meet at least five (5) of the MassHousing Sustainable Development Criteria.** The three false claims are outlined below:

(1) Concentrate Development and Mix Uses

- The proponents respond “Yes” to the question:
Mixes uses or adds new uses to an existing neighborhood

In the *Explanation* section, they elaborate:

“Mixed use of single family detached units and one multi-family duplex structure”

Massachusetts General Laws c.40R § 2 defines “mixed use development” as:

“.. a development containing a mix of residential uses and non-residential uses, including, without limitation: commercial, institutional, industrial or other uses; all conceived, planned and integrated to create vibrant, workable, livable and attractive neighborhoods.”

This is a false claim. The proponents' reasoning for their claim of mixed use is the fact they propose constructing two different types of buildings: single family and multi-family dwellings. As defined by the General Laws, however, both building types will be used for residential use only. As there is only a single use, the proposed development cannot be mixed-use as defined by Massachusetts General Laws.

- The proponents respond “Yes” to the question:
Reuse existing sites, structured, or infrastructure

In the *Explanation* section, they elaborate:

“... The dwellings will use existing infrastructure.”

This is a false claim. As currently proposed, the new dwellings will require extensive additions to existing infrastructure, in particular for extending Town water, sewer and electric services into the currently undeveloped portion of the site.

(3) Protect Land and Ecosystems

- The proponents respond “Yes” to the question:
Eliminates or reduces neighborhood blight

In the *Explanation* section, they elaborate:

“The project includes the demolition of an abandoned house.”

Massachusetts General Laws c.121B § 1 defines “blighted open area” as:

“... a predominantly open area which is detrimental to the safety, health, morals, welfare or sound growth of a community because it is unduly costly to develop it soundly through the ordinary operations of private enterprise...”

Massachusetts General Laws c.200A § 1 defines “abandoned property” as:

“property presumed unclaimed and abandoned pursuant to this chapter.”

This is a false claim. The site is absolutely not a blighted area as defined by the General Laws. There is no detriment to the “*safety, morals, welfare or sound growth*” of the community due to the undeveloped land on the site. The undeveloped area is a stable forest ecosystem surrounding protected wetlands.

Further, the site is not “*unduly costly*” to develop “*soundly through the ordinary operations of private enterprise*” as is evidenced by the proponents’ original petition (2018) to develop the site as a Conservation Subdivision Plan wherein they proposed constructing five single-family homes while conserving the undeveloped portion of the site **in perpetuity**.

Further still, the property referenced in the proponents’ response to this question is absolutely **not abandoned**. It is owned, since 2016, by Golden Realty Trust who is the primary applicant for the 40B development.

Finally, if there is any validity to the claims of “*blight*” or “*abandonment*,” it is due to Golden Realty Trust’s years of inattention to the property since its purchase in 2016.

(6) Provide Transportation Choice

- The proponents respond “Yes to the question:
For rural areas, located in close proximity (i.e. approximately one mile) to a transportation that provides access to employment centers, retail/commercial centers, civic or cultural destinations [emphasis added]

In the *Explanation* section, they elaborate:

“Site is within 1 miles of Route 129.”

This is a false claim. Wilmington, Massachusetts is **not a rural town** as defined by the Commonwealth’s Rural Definition Detail document [1] nor does it appear in the Massachusetts Rural Town List (version 3.2017) [2]. Accordingly, the above question is not applicable to the application in question.

Inaccuracies in Description of Site Characteristics and Development Constraints

We strongly encourage the Town to solicit further information and/or clarification from the proponents regarding the following responses in their Comprehensive Permit Site Approval Application:

- In the *Site Characteristics and Development Constraints* questionnaire on Page 8, the proponents respond “No” to the question:
Is the site, or any portion thereof, located within a designated flood hazard area?

This claim needs further clarification. According to the Town’s GIS mapping, portions of the site are designated FEMA Flood Zone X. Two of the proposed units overlay this flood zone area. Will the proponents be required to adjust their plan to account for this fact?

Further, how will the proposed development change the potential flood hazard risk for the surrounding neighborhoods? What is the likelihood the development of the site will result in a re-designation of the flood risk of surrounding neighborhoods? Will there be a study to determine whether this is a probability?

- In the *Site Characteristics and Development Constraints* questionnaire on Page 8, the proponents respond “No” to the question:

Has the site or any building(s) on the site been designated as a local, state or national landmark?

The site abuts the Middlesex Canal whose preservation is overseen by the Middlesex Canal Commission. Have they been notified of the development proposal and have officers had the opportunity to comment?

- In *Section 4: SITE CONTROL* on Page 11, the proponents respond “No” to the question:
Will any easements or right of way over other properties be required in order to develop the site as proposed?

In previous development plans, the proponents have proposed connecting to Town water and sewer services via easements through properties on Jaques Lane. Will this be the case for this development plan also? Which properties will be affected? When will property owners be notified? Will there be studies to determine how the increased demand from the proposed development will affect the Jaques Lane neighborhood?

Areas for Clarification and Additional Information

Additionally, we urge the Town to communicate to MassHousing additional impacts this development would have on the neighborhood and Town for issues including, but not limited to: Traffic, Sewer and Wastewater, Ecology and Wildlife Conservation, Public Safety and Historical Preservation (proposed development abuts the Middlesex Canal).

Though we are encouraged by the proponents’ revised proposal, many claims remain unchallenged and questions unanswered. In order to minimize the potential negative impacts this development could have on our neighborhood, community and Town, we again urge the Town to challenge the proponents’ claims and obtain as much clarifying information as possible before submitting a response to the proposal to MassHousing.

Sincerely,



Cagri Dagli & Renee Smith
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charliedagli@gmail.com
408-368-3398
217-778-5722

Enclosures: Letter to the Town Re: 79 Nichols Development Plan from C. Dagli & R. Smith (11 June 2022)

References:

- [1] <https://www.mass.gov/doc/rural-definition-detail-0/download>
- [2] <https://www.mass.gov/doc/massachusetts-rural-towns-list/download>

June 11, 2022

Judith L. O'Connell
Chairperson, Wilmington Select Board
Town Hall
121 Glen Rd.
Wilmington, MA 01887

Dear Ms. O'Connell,

We, Cagri Dagi and Renee Smith of 12 Jaques Lane, strongly urge the Town to recommend MassHousing encourage the proponent of the 79 Nichols/Baldwin Landing project to re-submit a plan that better reflects the Commonwealth's guidance on 40B development.

As concerned abutters, we have been actively and continuously following the Proponent's various attempts to develop the property, attending Planning Board meetings since the original development proposal (2018) and providing public comment. Our property abuts the northeast side of the site and would be, given the current plan, directly behind the proposed multi-level apartment building and its parking lot.

As set forth in the Commonwealth's implementing regulations, 760 CMR 56.04(4)c, the factors that define appropriateness for a 40B development include:

"that the conceptual project design is generally appropriate for the site on which it is located, taking into consideration factors that may include proposed use, conceptual site plan and building massing, topography, environmental resources, and integration into the existing development patterns (such finding, with supporting reasoning, to be set forth in reasonable detail);" [emphasis added]

The regulations outlined in 760 CMR 56.04(4)b and 760 CMR 56.04(4)c are further interpreted in the Commonwealth's *Handbook: Approach to Chapter 40B Design Review* (the Handbook), which offers specific considerations for assessing how effectively a proposed project would integrate into the existing neighborhood.

Given the above requirements and considerations, **the current design is not appropriate for the site.**

As regards *Site Appearance*, the Handbook advises:

"The scale of a structure should be compatible with the surrounding architecture and landscape context."
[page 25]

"The height of the proposed buildings should generally be compatible with the surrounding buildings and structures." [page 25]

"The character, layout and general composition of the site ... should be generally consistent with the existing building patterns in the surrounding area." [page 29]

The proponents propose a multi-level apartment building as tall, or taller, than any building in Town in a neighborhood of approximately 200, predominantly, single-family homes.

As regards *Natural Cover*, the Handbook advises:

“... existing, natural cover of trees and shrubs on a site may provide a desired landscape buffer.”
[page 30]

The proponents propose a design where buildings are forced towards abutters property lines to avoid development of protected wetlands making the possibility of adequate landscape buffering extremely difficult.

As regards, *Topography*, the Handbook advises:

“Topographic contours can provide opportunities for mitigating the bulk of a building,” [page 30]

The proponents propose a multi-level apartment building which will exceed the height of many of the existing trees on the site as well as the homes of the abutters.

As regards *Access Management*, the Handbook advises:

“...consideration should be given to possibilities for improvements to pedestrian and vehicular circulation in relation to existing building patterns in the surrounding area.” [page 30]

The proponents propose introducing 20 units worth of vehicular traffic into an already congested thoroughfare. By comparison, previous plans for the site submitted to the Town by the proponent in their previous petitions contained only 5 units.

As regards *Parking & Circulation*, the Handbook advises:

“... consideration should be given to on-site parking and circulation as it relates to the surrounding area.”
[page 30]

The proponents propose 20 units with four driveways and a 31 space parking lot on a total of approximately 1.5 acres of developable land.

As regards *Buffering Techniques*, the Handbook advises:

“The site landscaping and grading can be designed to soften the visual impact of a project.” [page 26]

“Existing Significant Trees and Shrubs – should be maintained to the maximum extent possible.”
[page 31]

“Private Frontage landscaping along the perimeter of the lot is an effective design tool when buffering a development from the surrounding area is necessary.” [page 31]

“Portions of the interior parking area should be landscaped, and planting along the perimeter can be effective in reducing the visual impact on the area when necessary.” [page 31]

“Stormwater should be sufficiently controlled and treated by either conventional methods or by evolving Low Impact Design techniques such as rain gardens, vegetative swales, bio-retention, filter strips, and pervious pavers.” [page 31]

“Exposed storage areas, machinery, garbage “dumpsters,” service areas, truck loading areas, utility buildings and structures should be screened from view of residents on abutting properties and streets using plantings, fences and other methods.” [page 31]

The proponents propose a design where buildings are forced towards abutters property lines to avoid development of protected wetlands. The current design makes implementing any of the above guidelines extremely difficult. The negative consequences of this will be acutely felt by those abutters near the 31 space parking lot which, in the current design, does not afford enough buffer space for blocking light (e.g. building lights, parking lot lights, vehicular headlights, etc.) and noise.

Further, we urge the Town to communicate to MassHousing additional impacts this development would have on the neighborhood and Town for issues including, but not limited to: Traffic, Sewer and Wastewater, Ecology and Wildlife Conservation, Public Safety and Historical Preservation (proposed development abuts the Middlesex Canal).

Provided it is done responsibly, the residents of the neighborhood do not oppose 40B development of the site. **However, the current plan is irresponsible.** It does not meet the Commonwealth’s requirements and if implemented as proposed would negatively impact our neighborhood, community and Town.

We urge in the strongest terms the Town recommend MassHousing reject the current proposal.

Sincerely,



Cagri Dagli & Renee Smith

12 Jaques Lane

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408-368-3398

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From: Contact form at Town of Wilmington MA <cmsmailer@civicplus.com>
Sent: Tuesday, August 16, 2022 3:45 PM
To: Valerie Gingrich <vgingrich@wilmingtonma.gov>
Subject: [EXTERNAL] [Town of Wilmington MA] 79 Nichols St (Sent by Thomas O'Brien, taobrien@comcast.net)

Hello vgingrich,

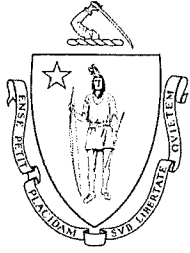
Thomas O'Brien (taobrien@comcast.net) has sent you a message via your contact form (<https://www.wilmingtonma.gov/user/54/contact>) at Town of Wilmington MA.

If you don't want to receive such e-mails, you can change your settings at <https://www.wilmingtonma.gov/user/54/edit>.

Message:

As a 34 year resident of Nichols St, I am not opposed to the development of the property. In fact, I welcome it. The property has been vacant and unattended for seven years and has become a detriment to the neighborhood. However, I am opposed to the current proposal from James Mangano. The design does not adhere to the aesthetic principles of the neighborhood. Other areas of concern are the strain on town resources and environmental consequences, especially for the proposed "land swap" and potential flooding. There is also the matter of encroaching on a historic landmark. The greatest concern is, of course, the potential increase in traffic on a street that has become a very dangerous street to walk, drive and live on. The chances of more tragic situations, as occurred July 20, 2022 also increase exponentially. Twelve units means dozens more vehicles daily on an already high traffic street which narrows considerably as one travels north. A more reasonable proposal of three to four homes on lots comparable to the rest of the neighborhood would most likely meet with the approval of residents.
Thank you

Tom O'Brien
124 Nichols ST



THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL

CENTRAL MASSACHUSETTS DIVISION
10 MECHANIC STREET, SUITE 301
WORCESTER, MA 01608

MAURA HEALEY
ATTORNEY GENERAL

(508) 792-7600
(508) 795-1991 fax
www.mass.gov/ago

August 7, 2022

Elizabeth M. Lawrenson, Town Clerk
Town of Wilmington
121 Glen Road
Wilmington, MA 01887

**Re: Wilmington Annual Town Meeting of April 30, 2022 -- Case #
Warrant Articles # 48, 50, and 51 (Zoning)
Warrant Articles # 44, 45, and 47 (General)**

Dear Ms. Lawrenson:

Articles 44, 45, 47, 48, 50, and 51 - We approve Articles 44, 45, 47, 48, 50, and 51 from the Wilmington April 30, 2022 Annual Town Meeting. Our comments on Article 45 are provided below.

Article 45 - Under Article 45 the Town voted to recodify its general by-laws by making clerical and substantive amendments as shown in a document entitled "Inhabitant By-laws General Revisions" and in the Final Draft of the Code of Wilmington dated February 2022. Both of these documents were on file in the Town Clerk's office. Our approval of the recodified general by-laws is limited solely to those changes that were identified in the documents submitted to this Office and does not include any other changes. We offer the following comments on some of the changes for the Town's consideration.

A. Chapter 194, "Hazardous Materials"

Under the recodification the Town amended existing text and added new text to certain sections in Chapter 194, "Underground Tanks." First, the Town voted to delete the references to "527 CMR" where it appears in Article 1 and insert "the Massachusetts Comprehensive Fire Safety Code." Second, the Town voted to amend the definition of "monitoring system" in § 194-3 by deleting "0.20 gallons per hour" and inserting "0.02 gallons per hour." The definition of "monitoring system" now provides as follows:

MONITORING SYSTEM — A full-time system installed for the purpose of early detection of leaks, such as observation wells, visual or audible alarms, statistical inventory reconciliation (SIR) process conducted in connection with an in-tank monitoring system, or their equivalent as approved by the Fire Chief; minimum standards of monitoring systems shall detect a leak at a minimum rate of 0.02 gallons per hour or more with the probability of detection of 0.95, and the probability of false alarm of 0.05.

Next, the Town amended Section 194-5C, "Tank Location," to provide text as follows:

The owner/operator of Underground tanks that are to be installed within 1,000 feet of a public water supply well shall submit, for review by the Fire Chief, Board of Health or its agent, and the local Water and Sewer Commissioners or their agent, a plan outlining the procedures or devices, such as product sensors and/or area monitoring devices, to be used to prevent water supply contamination.

Further, the Town amended Section 194-7A, "Leak Reporting," to provide as follows:

Leak reporting. Any owner/operator who is aware of a spill, abnormal loss of product stored underground, or abnormal gains of water in a tank, shall report such spill, loss or gain immediately to the Fire Chief or Department of Environmental Protection. The Fire Chief or Department of Environmental Protection shall be responsible for other notification, except as required by law.

Finally, the Town voted to amend Section 194-8D to change "permit renewal" to "license and permit renewal." Section 194-8D now provides as follows:

Licenses issued in accordance with MGL c. 148, § 13, for underground tanks shall be renewed annually. Tank owners shall submit to the Fire Chief and the licensing authority (Select Board) a statement certifying satisfactory leak-detection results over the period of the permit (in accordance with § 194-6B of this bylaw) and inventory verification, at least 30 days before the issuance of a license and permit renewal for the time periods specified herein. Test results shall accompany the license and permit renewal application.

We approve these changes to the Town's Underground Tanks by-law. However, the functions of the Department of Fire Services and the Board of Fire Prevention Regulation that relate to the administration and enforcement of the underground storage tank program were transferred to the Department of Environmental Protection. See G.L. c. 210, §§ 1 to 9, added by St. 2009, c. 4, § 6. General Laws Chapter 210 and the regulations promulgated thereunder at 310 C.M.R. § 80.00 govern underground storage tanks (UST). While the Fire Safety Code acknowledges the applicability of the DEP's authority over USTs by referencing 310 CMR § 80.00, the Town may wish to consider a future amendment to reference Chapter 210 and 310 C.M.R. § 80.00. The Town should discuss any questions on this this issue with Town Counsel.

B. Chapter 308 "Utility Poles"

Under Article 45 the Town voted to amend Section 308-2B to delete the existing penalty of "up to \$300" and to impose a specific penalty of \$300.00 for failure to comply with an order to remove, relocate or alter utility poles. We approve the change in the penalty amount voted under Article 45. However, the Town should consult with Town Counsel regarding of the validity of the Utility Poles by-law in light of the Supreme Judicial Court's decision in Boston Edison Co. v. Town of Bedford, 444 Mass. 775 (2005), which invalidated a by-law regulating double poles as inconsistent with the provisions of G.L. c. 164, and as frustrating the fundamental state policy of ensuring uniform and efficient utility services to the public.

In Boston Edison Co. v. Town of Bedford, 444 Mass. 775 (2005), the Supreme Judicial Court struck down a town by-law that fined pole owners \$100 per day for each double pole set that remained beyond the 90-day limit established under G.L. c. 164, § 34B. The Court held that G.L. c. 164 is a comprehensive statutory scheme for the regulation of public utilities, and that local regulation of subject matters governed by Chapter 164 is preempted. The Court concluded that “local regulations such as the bylaw here would frustrate the goal of G.L. c. 164 to ensure uniform and efficient utility services to the public.” Id. at 783. The Court noted the danger that myriad local enforcement provisions pose to the uniform and efficient delivery of utility services:

Local enforcement could lead to a system dominated by inappropriate economic incentives that compel pole owners to devote resources to those cities and towns where the penalties are the most onerous. One town may increase its fines above those imposed by other municipalities to persuade pole owners to shift their focus to removing the poles within its borders. Permitting a town to manipulate the prioritization of pole removal to the disadvantage of other municipalities would threaten the provision of uniform and efficient utility services to the public.

Id. at 784-785.

The Town’s Utility Poles by-law imposes requirements on the removal, relocation and alteration of utility poles and imposes fines for failure to comply with the by-law provisions. Thus, the Town’s Utility Poles by-law may be found to be preempted by state law. Therefore, we strongly suggest that the Town discuss with Town Counsel whether the Utility Poles by-law should be deleted from the Town’s by-laws. ¹

Note: Pursuant to G.L. c. 40, § 32, neither general nor zoning by-laws take effect unless the town has first satisfied the posting/publishing requirements of that statute. Once this statutory duty is fulfilled, (1) general by-laws and amendments take effect on the date that these posting and publishing requirements are satisfied unless a later effective date is prescribed in the by-law, and (2) zoning by-laws and amendments are deemed to have taken effect from the date they were voted by Town Meeting, unless a later effective date is prescribed in the by-law.

Very truly yours,
MAURA HEALEY
ATTORNEY GENERAL

Kelli E. Gunagan

by: Kelli E. Gunagan, Assistant Attorney General
Municipal Law Unit, Office of the Attorney General
Ten Mechanic Street, Suite 301
Worcester, MA 01608
508-792-7600

cc: Town Counsel Mark R. Reich

¹ The existing by-law (apart from the penalty provision), which was adopted by the Town at its 1997 Annual Town Meeting, is not before us for review.



Wilmington, Massachusetts

INTER-DEPARTMENTAL COMMUNICATION

FROM THE TOWN MANAGER

August 19, 2022

TO: Board of Selectmen

RE: Wildwood School Feasibility Study Agreement

The first significant step in the feasibility phase of working with the Massachusetts School Building Authority (MSBA) on addressing the Wildwood School is the execution of their feasibility study agreement (FSA). This agreement stipulates the rules and requirements for successfully completing the study. The FSA was provided to Town Counsel and, as he noted, the document is established by the MSBA and is not subject to revision. He has also advised that the Town Manager's Act does not specifically or clearly authorize the Town Manager to execute the FSA on behalf of the Town and recommends that the Board of Selectmen vote to grant such authorization. Town Counsel has recommended that the School Committee take a similar vote which has been placed on their August 24th agenda. Once the FSA and other related documents are submitted to MSBA, a fully executed version of the FSA will be returned to the Town which will make the Town eligible for reimbursements associated with the feasibility study.

In addition to one signed original FSA, Town Counsel must execute a Certification of Legal Counsel, a copy of the votes of the Board of Selectmen and School Committee to authorize execution of the FSA and a copy of the record of the vote taken at the Special Town Meeting in March 2022 appropriating the \$1.2 million must be submitted.

The recommendation is for the following motion to be offered by a Board member and voted in the affirmative:

To delegate authority to serve as the appointed government official with full legal authority under the laws of the Commonwealth of Massachusetts and all applicable local charters, ordinances and by-laws to execute and deliver the Feasibility Study Agreement, and any amendments thereto, on behalf of the Town of Wilmington and to bind the Town of Wilmington to its terms and conditions and further to make final, binding decisions on behalf of the Town of Wilmington with respect to the Proposed Project described in the Feasibility Study Agreement, and any amendments thereto.

It is noteworthy that in August of 2010 former Town Manager Michael Caira executed the FSA on behalf of the Town for the High School Feasibility Study and submitted similar documentation to the MSBA.


Jeffrey M. Hull
Town Manager

Attachment

District: Town of Wilmington
School: Wildwood Elementary School
Project ID: 202003420015

**MASSACHUSETTS SCHOOL BUILDING AUTHORITY
FEASIBILITY STUDY AGREEMENT**

This Feasibility Study Agreement, dated the ____ day of _____, 2022 (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 Wilmington (the "**District**").

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

WHEREAS, on April 14, 2021, the Board of Directors of the Authority voted to invite the District to the MSBA's Eligibility Period and the District has completed all applicable preliminary requirements to the satisfaction of the MSBA;

WHEREAS, on June 22, 2022, 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.

District: Town of Wilmington
School: Wildwood Elementary School
Project ID: 202003420015

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 I 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

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estimates, for the deficiencies and issues identified in the Statement of Interest or as otherwise determined by the Authority.

“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 Wildwood Elementary 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.

- o (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

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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

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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

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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, 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) 47.84% of the eligible, approved costs of the Feasibility Study, as determined by the Authority, or (ii) \$574,080.00. The Parties hereby acknowledge and agree that \$574,080.00 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 \$574,080.00, 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 \$574,080.00 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

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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 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.

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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

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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 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,

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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 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

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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 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

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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.

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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 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

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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:

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(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 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,

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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.

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

District: Town of Wilmington
School: Wildwood Elementary School
Project ID: 202003420015

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:

Mr. Jeffrey M. Hull, Town Manager
Town of Wilmington
Wilmington Town Hall
121 Glen Road, Room 11
Wilmington, MA 01887

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.

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

District: Town of Wilmington
School: Wildwood Elementary School
Project ID: 202003420015

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 _____ day of _____, 2022.

MASSACHUSETTS SCHOOL BUILDING AUTHORITY

By,

John K. McCarthy
Executive Director

TOWN OF WILMINGTON

By,

NAME (type or print)

TITLE (type or print)

EXHIBIT A

FEASIBILITY STUDY BUDGET

**Town of Wilmington
Wildwood Elementary 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 \$1,200,000 based upon the following estimates:

| | |
|---------------------------------|------------|
| Owner's Project Manager: | \$ 200,000 |
| Designer: | \$ 800,000 |
| Environmental and Site Testing: | \$ 100,000 |
| Other: | \$ 100,000 |

EXHIBIT B

SCOPE OF THE FEASIBILITY STUDY

Town of Wilmington Wildwood Elementary 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 Wildwood Elementary School (the "Proposed Project") in the Town of Wilmington (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 preferred educational objectives, and a proposed total project budget. The Feasibility Study for this Proposed Project may examine an option to consolidate the District's grades K-3 from the Woburn Street Elementary School with the Wildwood Elementary School, which for purposes of the design, shall be based on no more than 510 students. An additional option that may be examined during the Feasibility Study for this Proposed Project is a consolidation of grades K-5 at the Wildwood Elementary School, Woburn Street Elementary School, and North Intermediate School, which for purposes of the design, shall be based on an enrollment of no more than 755 students. Exclusive of the consolidation proposals, and using information from the base enrollment projection, a design enrollment shall be based on no more than 130 students for the Wildwood Elementary School. The District will prepare and submit to the MSBA the educational space summary for each option for review and acceptance. Upon acceptance of the educational space summaries, 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 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.

Exhibit C

Calendar Year 2022

Wilmington

Wildwood Elementary School - 202003420015

MSBA Reimbursement Rate Calculationn

| | |
|---|-------|
| Base Points | 31.00 |
| Income Factor | 5.05 |
| Property Wealth Factor | 11.79 |
| Poverty Factor | - |
| <i>Subtotal: Reimbursement Rate Before Incentives</i> | 47.84 |
| <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 | 47.84 |



Wilmington, Massachusetts

INTER-DEPARTMENTAL COMMUNICATION

FROM THE TOWN MANAGER

August 12, 2022

TO: Board of Selectmen

RE: Town Hall/School Administration Building Committee

The Town Hall/School Administration Building Committee met on Wednesday, August 10th with Phil O'Brien from Johnson Roberts Architects and the Owners' Project Manager Dan Pallotta.

Mr. Pallotta advised the committee that soil borings and percolation tests will be conducted at the former Swain School site on Wednesday, August 17th. The results from that work will supplement the existing information on the interior building layout and exterior design which will be provided to a cost estimator to develop a full cost for the project. Mr. Pallotta believes the cost estimate will be ready by mid-September. The cost estimate will not include any cost for demolition of existing buildings as that is not part of the scope of this project and will require decisions by the Town on the disposition of the Town Hall and Roman House if the project is approved.

Mr. O'Brien reviewed three main entrance options with the committee which included (1) an angled canopy over the main entrance with a second smaller overhang referred to as a pediment just below the second story window, (2) a flat canopy over the main entrance with the pediment and (3) columns supporting a short roof in front of the main entrance similar in nature to the high school entrance. Discussion continued over the design of the roof and the extent of the overhang from the roof. Committee members voted unanimously to direct the architect to move forward with building design to include option 3 with the columns supporting a short roof, a mansard roof as opposed to a flat roof and a four (4) foot overhang from the roof as shown in option 2. Mr. Hooper suggested the brick design in the rear of the building remain consistent with the brick design in the front of the building.


Mr. Pallotta noted the need to develop information to address the consequences if the project is not approved at the Special Town Meeting. Diane Allan noted the need to develop cost information to make upgrades to the Town Hall including

window and roof replacement. The Roman House will be a challenge to address because the layout of the building is not designed to serve as an administrative building. The suggestion was made to address the more immediate actions required and the longer-term response. The question was raised about the prospect of adding on to the existing Town Hall. A study would likely need to be completed to determine the best approach for expanding the size of the existing Town Hall.

Mr. Pallotta stated he is prepared to take direction on the steps he needs to take to assist with providing information to residents and conducting forums noting that committee members know the community. The suggestion was made that presentations be held with groups like the Chamber of Commerce, Rotary and other community groups.

No meeting will take place on August 24th but meetings will resume on September 7th and September 21st. John Doherty advised the committee that he is planning to call a meeting of the Finance Committee on October 4th to receive information about the final costs and that the Special Town Meeting public hearing will take place on October 18th.

A question was raised about value engineering the two projects. Mr. Pallotta responded that the cost estimating is currently being conducted based upon the design, materials and finishes the two committees have requested. If, after cost estimates are presented on each building project, the belief is that the costs are too high and the projects need to be scaled back, then value engineering can be done to determine how best to change materials or elements of the projects to reduce costs.



Jeffrey M. Hull
Town Manager

Attachment

cc: George Hooper, Chairman, Town Hall / School Administration Building Committee

**JOHNSON
ROBERTS
ASSOCIATES INC.**

ARCHITECTS

Town Hall • School Administration Building

Wilmington, Massachusetts

August 10, 2022

- Floor Plans
- Model Views of Entry Options

Note: Colors are not set, and are changeable



JOHNSON
ROBERTS
ASSOCIATES INC.

ARCHITECTS

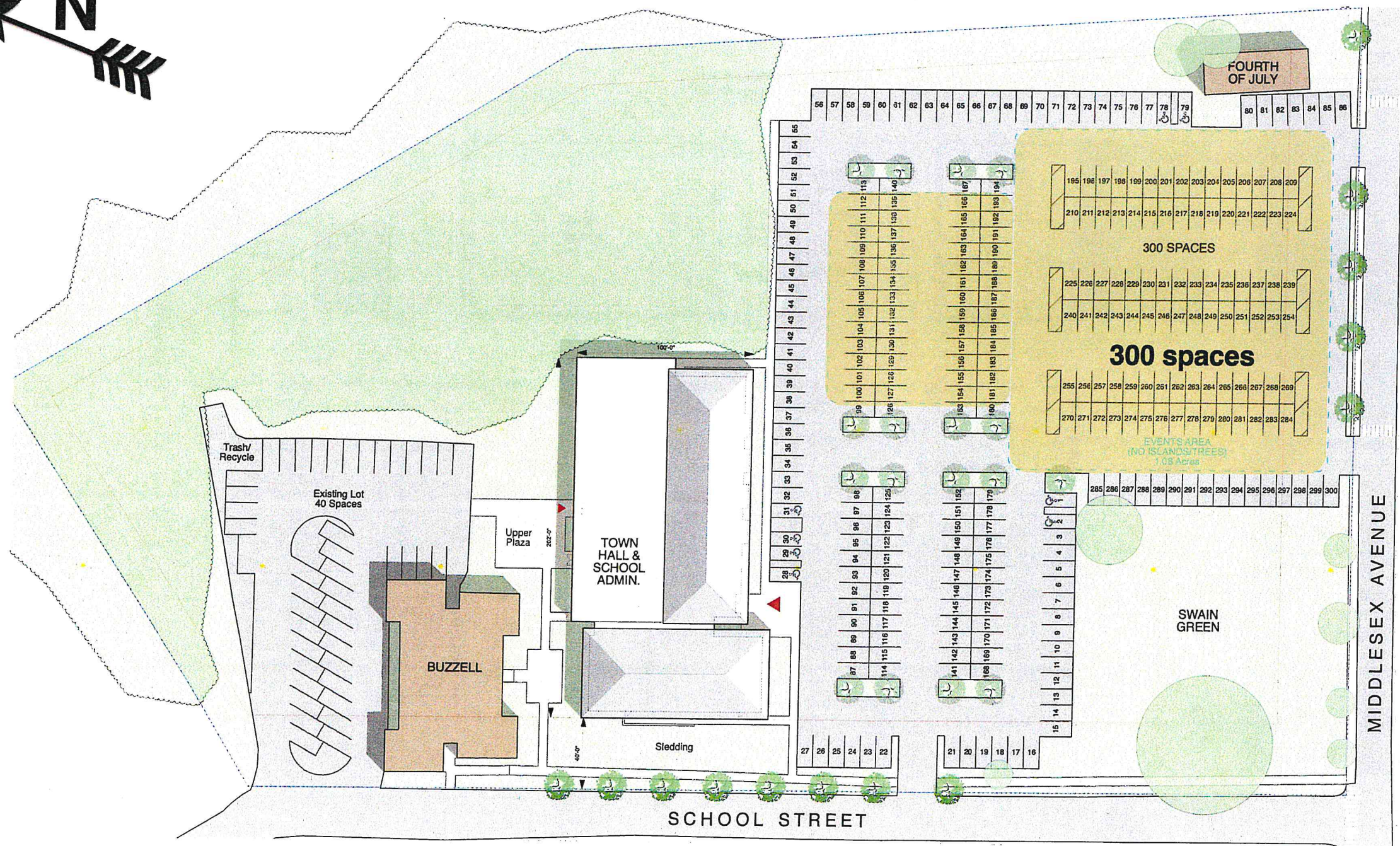
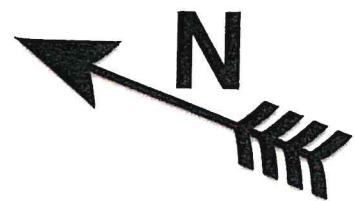
Wilmington Town Hall • School Administration Building

Site - Existing Conditions



Wilmington Town Hall • School Administration Building

Site Plan



Parking Analysis
(Potential Parking)

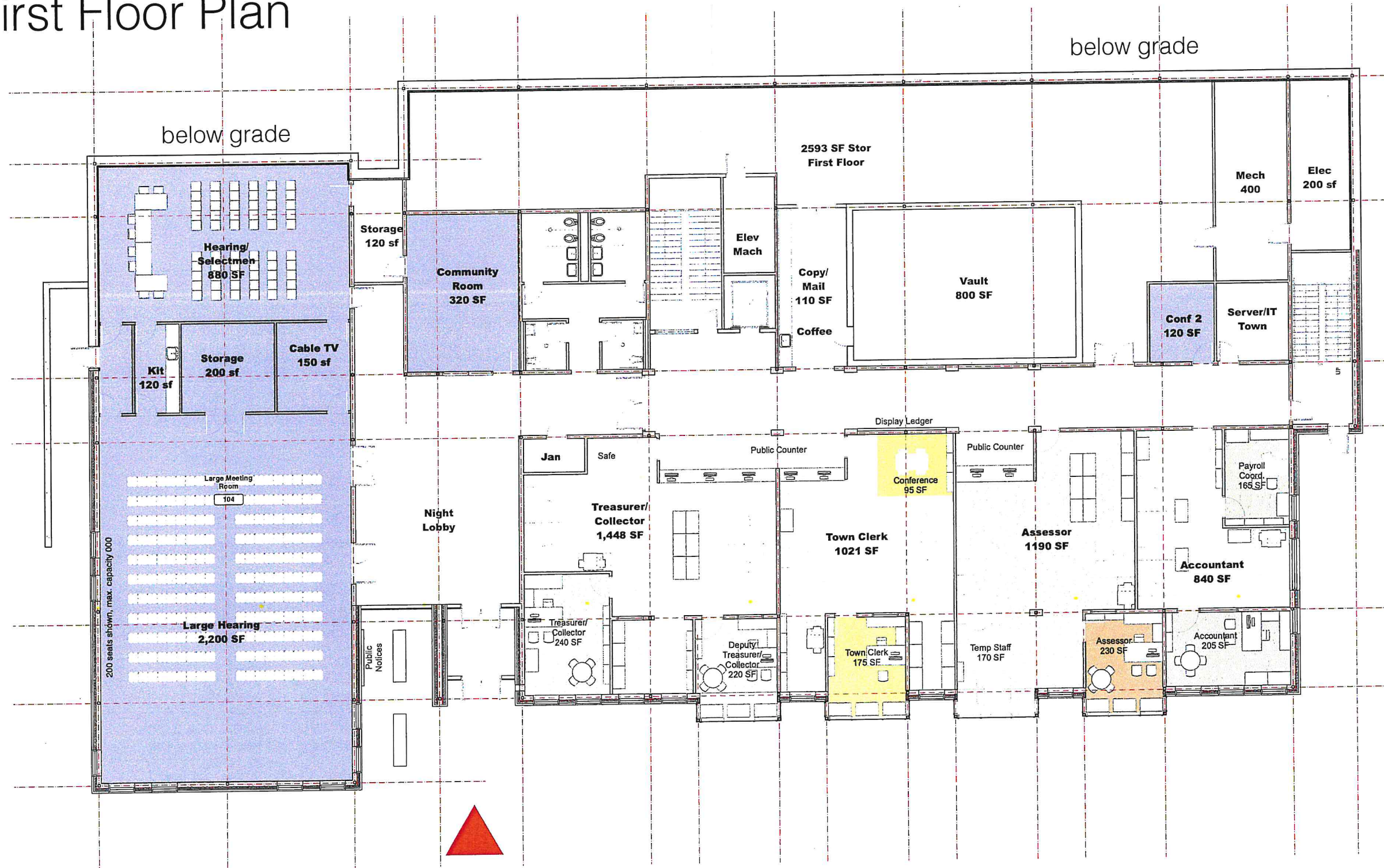
300 spaces
247 spaces existing
53 net added

140 spaces req'd
160 spaces avail.

Note: Count does not include Buzzell lot which contains 40 spaces.

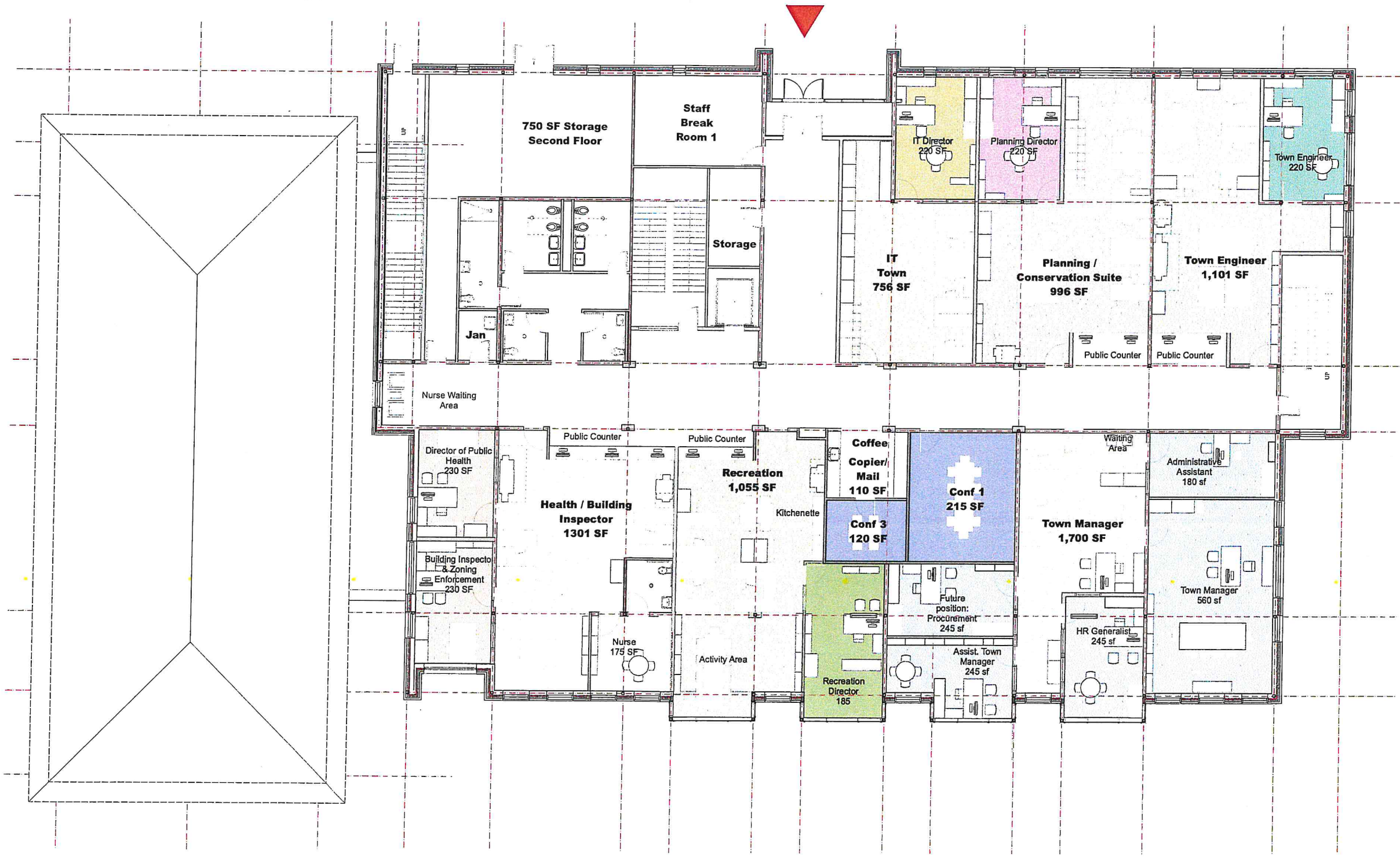
Wilmington Town Hall • School Administration Building

First Floor Plan



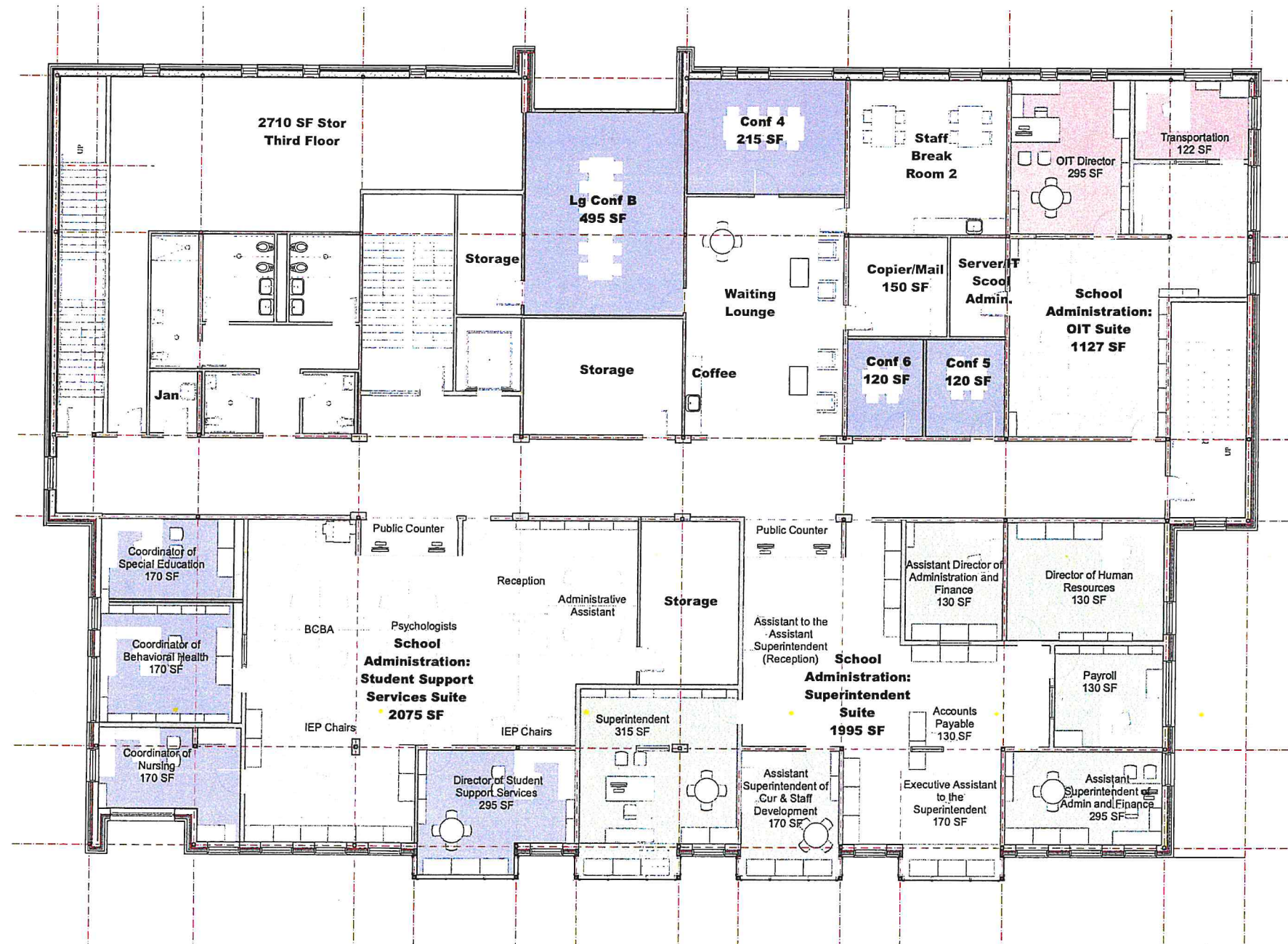
Wilmington Town Hall • School Administration Building

Second Floor Plan



Wilmington Town Hall • School Administration Building

Third Floor Plan



Wilmington Town Hall • School Administration Building

Entry Option 1



1

Wilmington Town Hall • School Administration Building

Entry Option 1



1

Wilmington Town Hall • School Administration Building

Entry Option 2



Wilmington Town Hall • School Administration Building

Entry Option 2



Wilmington Town Hall • School Administration Building

Entry Option 3



Wilmington Town Hall • School Administration Building

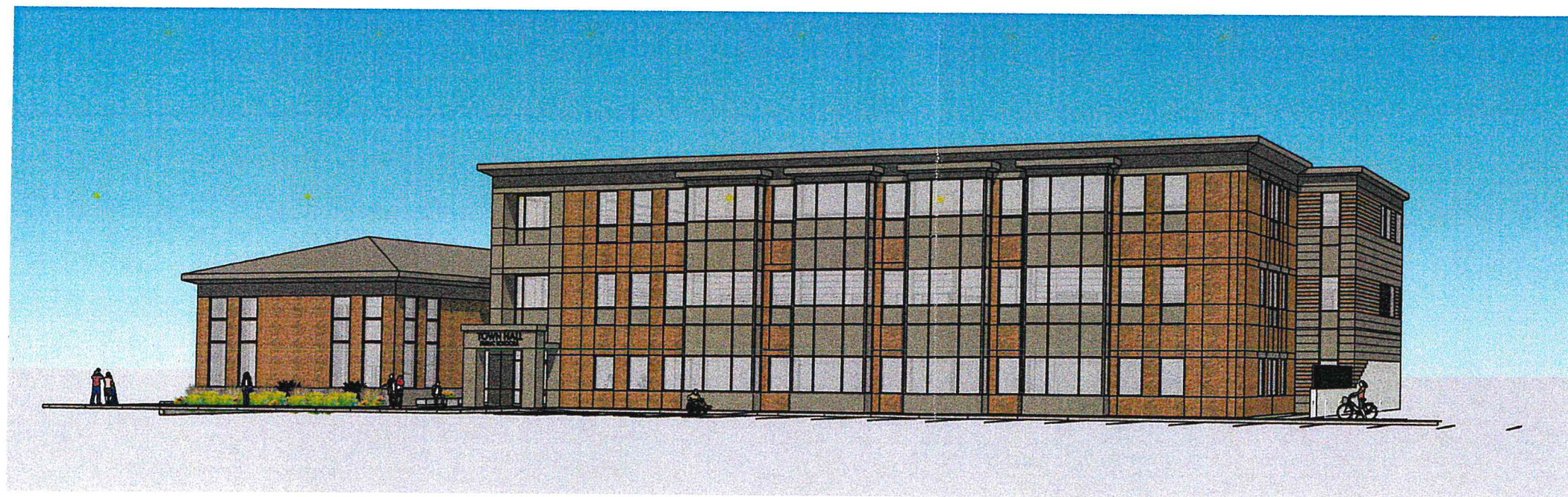
Entry Option 3





Wilmington Town Hall • School Administration Building

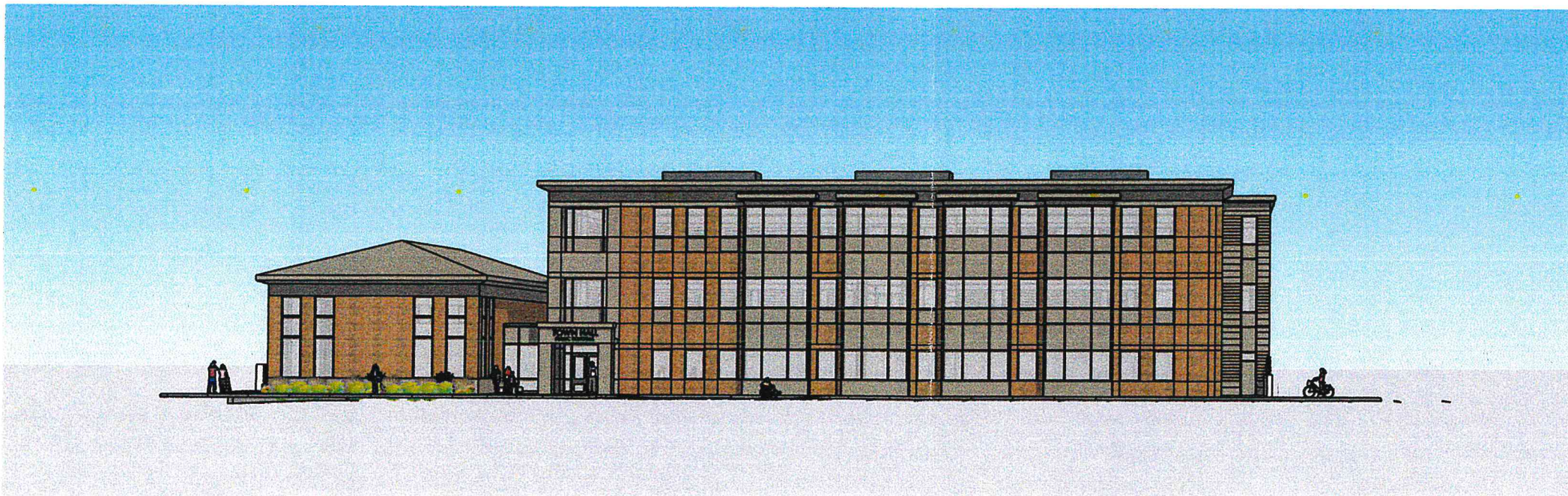
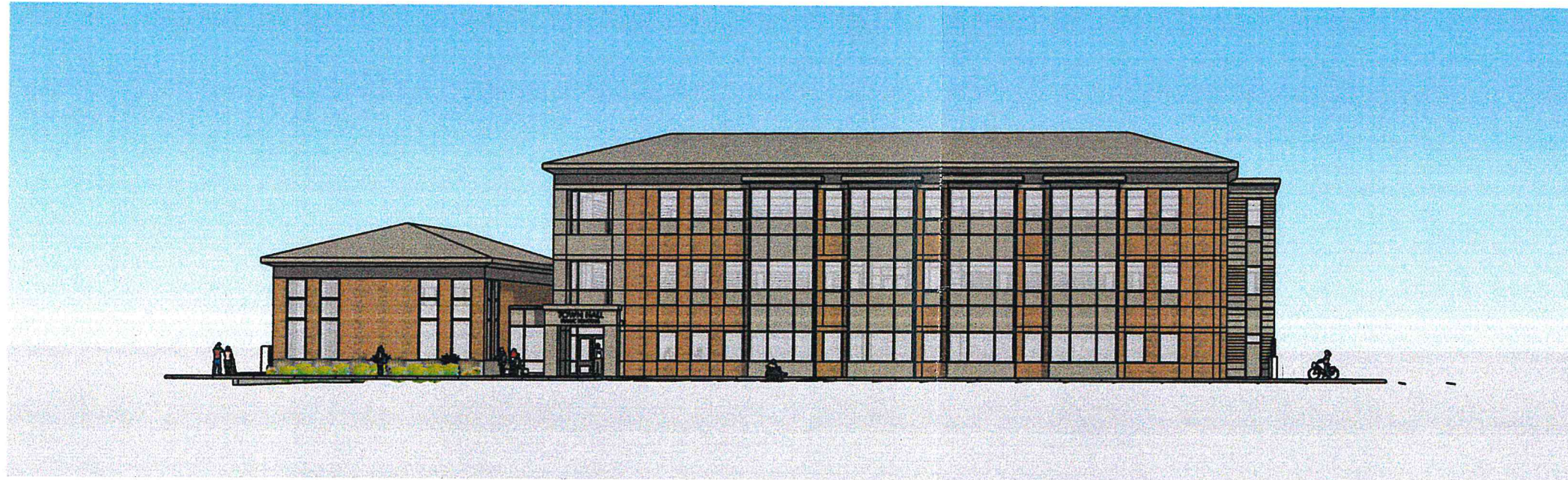
High Roof from Parking Lot



Note: These renderings also show smaller overhang

Wilmington Town Hall • School Administration Building

High Roof From Common



Note: These renderings also show smaller overhang

JOHNSON
ROBERTS
ASSOCIATES INC.

ARCHITECTS

Wilmington Town Hall • School Administration Building

From School Street (Showing Original Entry)



JOHNSON
ROBERTS
ASSOCIATES INC.

ARCHITECTS

Wilmington Town Hall • School Administration Building

From School Street (Showing Entry Option 1)



JOHNSON
ROBERTS
ASSOCIATES INC.

ARCHITECTS

Wilmington Town Hall • School Administration Building

From School Street (Showing Entry Option 2)



JOHNSON
ROBERTS
ASSOCIATES INC.

ARCHITECTS

Wilmington Town Hall • School Administration Building

From School Street (Showing Entry Option 3)

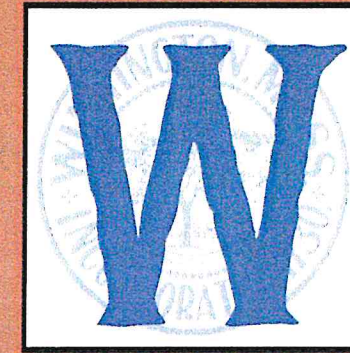


**JOHNSON
ROBERTS
ASSOCIATES INC.**
ARCHITECTS

Wilmington Town Hall • School Administration Building

Rear of Building from School Street





Town Hall



School Administration



Wilmington, Massachusetts

INTER-DEPARTMENTAL COMMUNICATION

FROM THE TOWN MANAGER

August 19, 2022

TO: Board of Selectmen

RE: Senior Center Building Committee

On Wednesday, August 17th the Senior Center Building Committee met to review the estimated cost for a new senior center. The cost estimating firm PM & C reviewed the information compiled by Dietz & Company, the project architect, to develop the expected project cost from final design through construction. The projected cost, which includes continued owners project manager services, architectural service, construction, furnishings, fixtures and equipment (FF&E), site work, technology and associated costs is \$17,129,175. This sum may be revised slightly as the OPM is continuing to review details provided by the cost estimator. This estimate includes a budget for design contingency, construction contingency and price escalation.

Dan Pallotta advised the committee to consider including specific bid alternates that are part of the desired scope of work, but as alternates would be accepted or rejected as part of the bid based upon the total bid price. This might include bidirectional amplifiers (BDA) which improves radio transmission for emergency services (uncertain at present whether BDA will be required), an emergency generator, different grades of windows or a pergola. Lee Morrisette from Dietz & Company suggested the committee consider changing the number of pickleball courts from the current plans for four (4) courts, reduce the size of the paved patio, change the type of patio to a less expensive patio, change the patio material to a brushed concrete patio or reduce the number of planters to be included on the patio.

Committee members were asked to review details in the cost estimate and be prepared to discuss options for potentially reducing the project cost when the group meets again on August 31st.


Jeffrey M. Hull
Town Manager

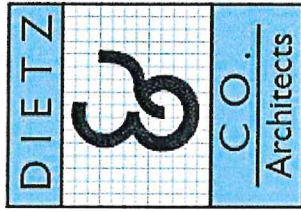
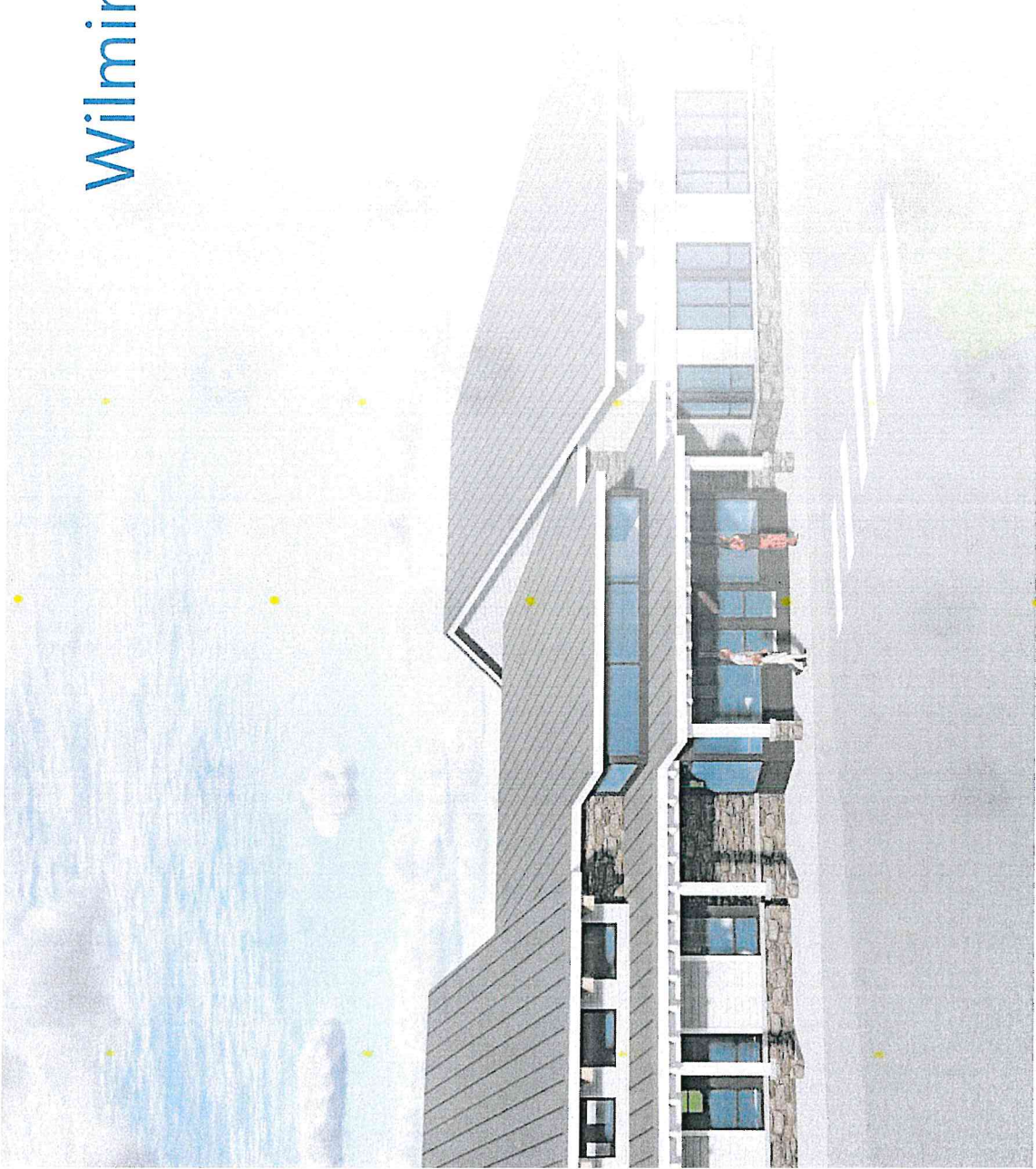
Attachment

cc: George Hooper, Chairman, Senior Center Building Committee

Wilmington Senior Center

Building Committee Meeting
08/17/2022

Town of Wilmington, MA



AGENDA

Wilmington Senior Center

Construction Cost Estimate

- Overview
- Design Contingency
- Item Breakdown
- Potential Value Engineering Items

Overall Project Cost Review

What is a Cost Estimate?

What is a cost estimate?

Wilmington Senior Center

Construction Cost Estimate is based on...

- Schematic Design Drawings
- Schematic Design Narratives
- Geotechnical Investigations

Construction Cost Estimate only includes construction costs

What is the design contingency?

Wilmington Senior Center

Design Contingency accounts for...

- Further developments to the design in subsequent project phases
- Design accommodations resulting from project coordination
- Design developments not yet described in Schematic Design

ESCALATION (to start of construction)

7.0%

\$767,837

DESIGN AND PRICING CONTINGENCY

10.0%

\$1,096,910

SUB-TOTAL

18,875

\$679.94

\$12,833,843

Cost Estimate Breakdown

Wilmington Senior Center

| | Construction Start | Gross Floor Area | \$/sf | Estimated Construction Cost |
|---------------------------------------|--------------------|------------------|----------|-----------------------------|
| NEW CONSTRUCTION | | | | |
| NEW BUILDING | Dec-23 | 18,875 | \$405.95 | \$7,662,254 |
| SITEWORK | | | | \$3,306,842 |
| SUB-TOTAL | | 18,875 | \$581.14 | \$10,969,096 |
| ESCALATION (to start of construction) | 7.0% | | | \$767,837 |
| DESIGN AND PRICING CONTINGENCY | 10.0% | | | \$1,096,910 |
| SUB-TOTAL | | 18,875 | \$679.94 | \$12,833,843 |
| GENERAL CONDITIONS/REQUIREMENTS | 10.0% | | | \$1,283,384 |
| BOND | 0.80% | | | \$102,671 |
| INSURANCE GL/PL | 1.25% | | | \$160,423 |
| PERMIT | | | | Waived |
| OVERHEAD + PROFIT | 3.50% | | | \$503,311 |
| TOTAL OF ALL CONSTRUCTION | | 18,875 | \$788.54 | \$14,883,632 |

Cost Estimate Breakdown

Wilmington Senior Center

ALTERNATES (Includes all Markups)

| | | | |
|-----|---------------------|--------|------------|
| A#1 | BDA/DAS System | ADD | \$47,600 |
| A#2 | Emergency Generator | ADD | \$180,282 |
| A#3 | uPVC Windows | DEDUCT | (\$77,207) |
| A#4 | Fiberglass Windows | DEDUCT | (\$33,089) |
| A#5 | Pergola | DEDUCT | (\$52,020) |

Cost Estimate Breakdown

Wilmington Senior Center

- Built-In Office Cubicles

| CSI CODE | DESCRIPTION | QTY | UNIT | UNIT COST | EST'D COST | SUB TOTAL | TOTAL COST |
|---------------------|--------------------------------------|-----|------|-----------|------------|-----------|---------------|
| NEW BUILDING | | | | | | | |
| 155 | Trash counter and recycling millwork | 1 | ls | 6,500.00 | 6,500.00 | | |
| 156 | Offices | | | | | | |
| 157 | Built-in cubicles | 6 | ea | 4,000.00 | FFE | | Moved to FF&E |
| 158 | Kitchenette | | | | | | |
| 159 | Base cabinet | 7 | lf | 325.00 | 2,275 | | |

- Overhead Coiling Door at Reception Desk

| | | | | | | | |
|-----|--|----|----|----------|--------|--|------------------|
| 268 | | | | | | | |
| 269 | 083323 OVERHEAD DOORS + OPERABLE WALLS | | | | | | |
| 270 | Operable wall at MP room | 51 | lf | 1,510.00 | 77,010 | | |
| 271 | Rolling pass through door at kitchen; allow; 17' x 6' | 1 | ea | 6,120.00 | 6,120 | | |
| 272 | 10' wide overhead coiling door/grille at reception, manual | 1 | ea | 5,700.00 | 5,700 | | Option to remove |
| 272 | SUBTOTAL | | | | | | 88,830 |

Cost Estimate Breakdown

Wilmington Senior Center

- Plumbing, HVAC, Electrical Costs

| | | | | |
|-----|---|-----------------------------------|-----------|----------------|
| 508 | 222 - PLUMBING | | | |
| 509 | | | | |
| 510 | 2220000 | PLUMBING | | |
| 511 | | Plumbing system; complete package | | |
| 512 | | SUBTOTAL | 37 | 333,000 |
| 513 | | | | 333,000 |
| 514 | | | | |
| 515 | | | | |
| 516 | | | | |
| 517 | | | | |
| 518 | | | | |
| 519 | | | | |
| | TOTAL - PLUMBING \$333,000 | | | |
| | Plumbing costs reviewed by consulting engineer and are appropriate. | | | |
| | 23 - HVAC | | | |
| | TOTAL - HVAC \$1,120,511 | | | |
| | Mechanical costs reviewed by consulting engineer and are appropriate. | | | |
| | 26 - ELECTRICAL | | | |
| | TOTAL - ELECTRICAL \$862,902 | | | |
| | 31 EARTHWORK | | | |
| | 312000 | EARTH WORK | | |
| 604 | | | | |
| 605 | | | | |
| 606 | | | | |
| 607 | | | | |
| 608 | | | | |
| 609 | | | | |
| 610 | | | | |

Cost Estimate Breakdown

Wilmington Senior Center

- Plantings, Turf and Grasses

| | | | | | | | |
|-----|---|--------|----|----------|----------------------|---------|--------------------|
| 89 | 329200 LANDSCAPING | | | | | | |
| 90 | | | | | | | |
| 91 | 328400 <u>PLANTING IRRIGATION</u> | | | | | | |
| 92 | Irrigation | 50,000 | sf | 1.25 | assumed not required | | |
| 93 | | | | | | | |
| 94 | | | | | | | |
| 95 | <u>TURF AND GRASSES</u> | | | | | | |
| 96 | <u>Lawn</u> | | | | | | |
| 97 | Soil amend existing stockpiled soil for new lawn | 5,472 | cy | 24.00 | | 131,328 | |
| 98 | Loam and seed | 50,000 | sf | 1.50 | | 75,000 | |
| 99 | <u>PLANTINGS</u> | | | | | | |
| 100 | Trees | | | | | | |
| 101 | Shrubs/plants/groundcover; | 34 | ea | 1,500.00 | | 51,000 | |
| 102 | SUBTOTAL | 5,000 | sf | 6.00 | | 30,000 | |
| 103 | | | | | | | 287,328 |
| 104 | TOTAL, DIVISION 32 - EXTERIOR IMPROVEMENTS | | | | | | \$2,030,251 |
| 105 | | | | | | | |
| 106 | | | | | | | |

Reduction of Plantings

Down from 54

Down from 10,000

Wilmington Senior Center

Potential Value Engineering Items

Value Engineering Items

Wilmington Senior Center

- Eliminate Field Stone Base

| | | | | | | | |
|----|--------|--|-------|----|----------|--------|------------------|
| 71 | 041000 | MASONRY | | | | | |
| 72 | | Field stone base; 2ft high | 1,256 | sf | 75.00 | 94,200 | |
| 73 | | Field stone veneer at both sides of building entry | 256 | sf | 75.00 | 19,200 | |
| 73 | | Field stone column base with cast stone cap | 13 | ea | 1,520.00 | 19,760 | |
| 74 | | Cast stone cap | 628 | lf | 60.00 | 37,680 | |
| 75 | | SUBTOTAL | | | | | 170,840 |
| 76 | | | | | | | |
| 77 | | TOTAL - MASONRY | | | | | \$170,840 |
| 78 | | | | | | | |

Value Engineering Items

Wilmington Senior Center



DIETZ & COMPANY ARCHITECTS, INC.

Value Engineering Items

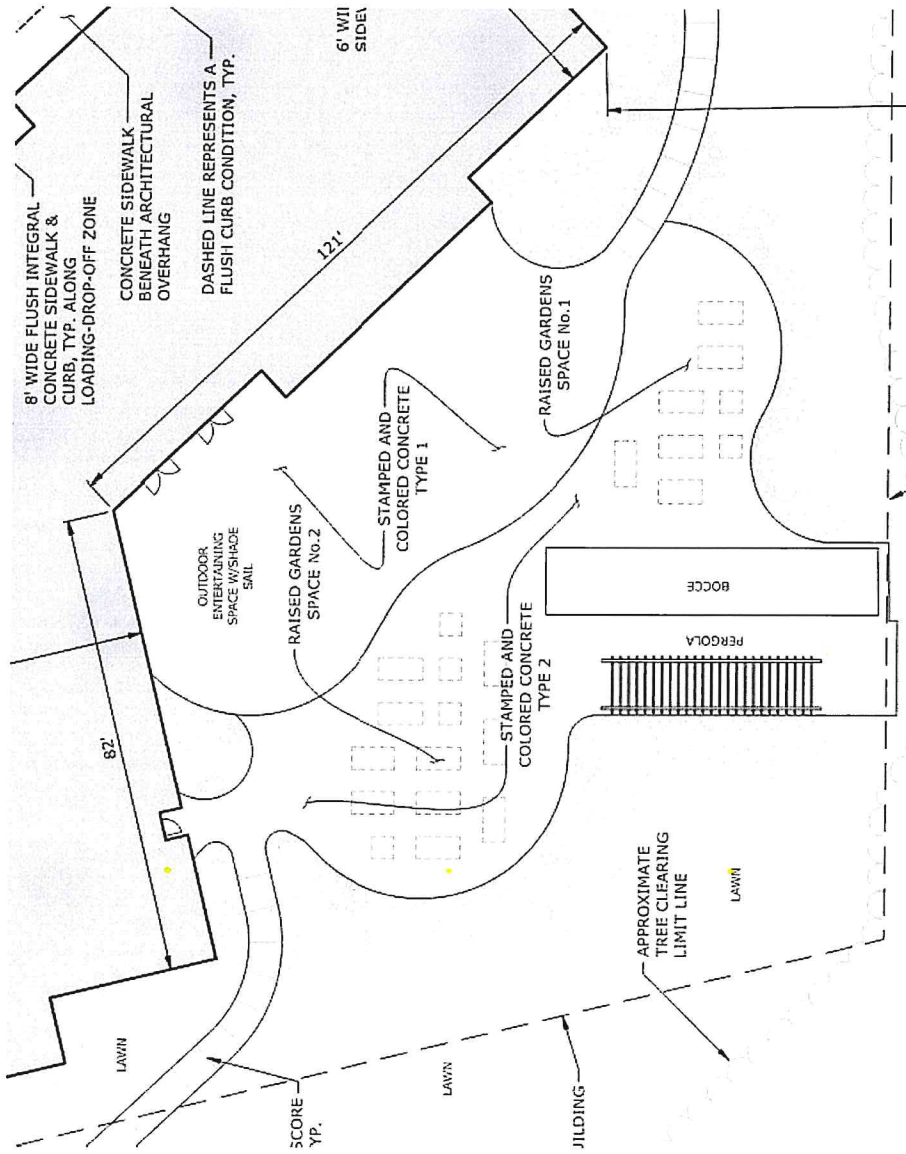
Wilmington Senior Center

- Reduce Patio Size 50% & Remove Planters

| | | | | | |
|----|--|-------|----|----------|---------|
| 52 | <u>Stamped + Colored Concrete</u> | 5,500 | sf | | |
| 53 | gravel base; 8" thick | 247 | cy | 55.00 | 13,585 |
| 54 | concrete; 5" thick stamped and colored | 9,961 | sf | 18.00 | 179,298 |
| 80 | Bollards: painted steel | 30 | ea | 1,000.00 | 30,000 |
| 81 | Raised planters | 22 | ea | 900.00 | 19,800 |
| 82 | Bench | 5 | ea | 2,500.00 | 12,500 |

Value Engineering Items

Wilmington Senior Center



Value Engineering Items

Wilmington Senior Center

- Reduce Pickleball Courts – 50%

77 SITE IMPROVEMENTS

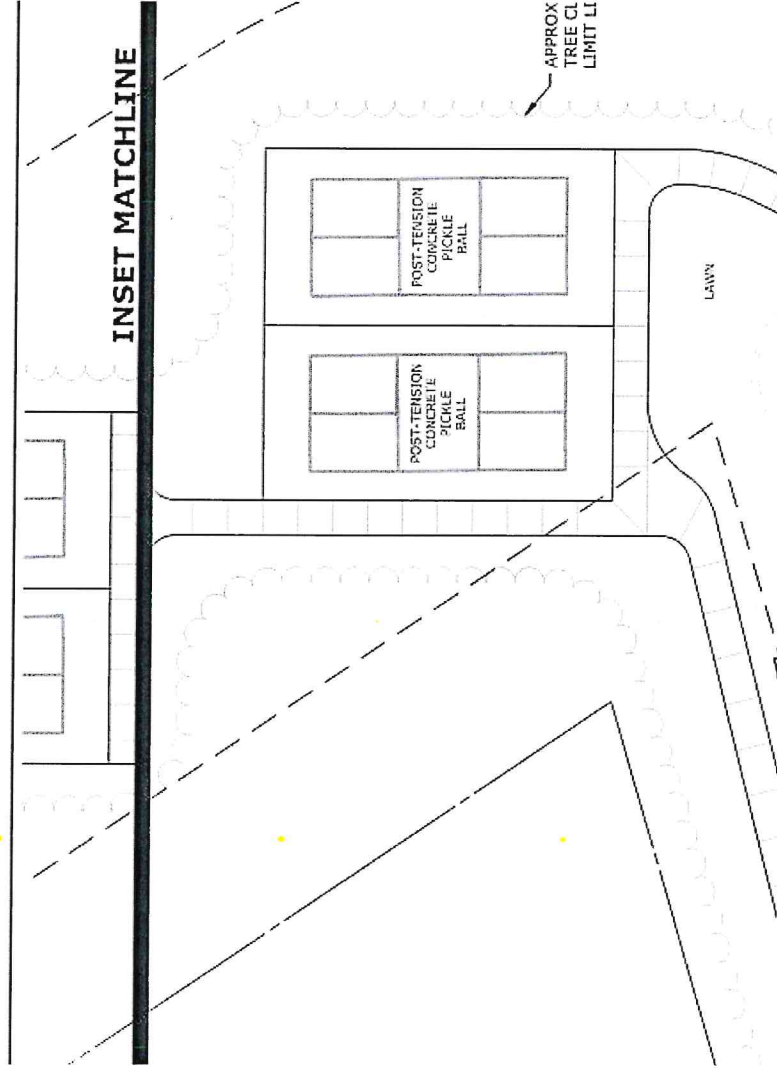
| | | | | | |
|----|---------------------------|-------|----|--------|---------|
| 78 | PT pickleball courts | 7,200 | sf | 30.00 | 216,000 |
| 79 | Fencing pickleball courts | 600 | lf | 125.00 | 75,000 |

- Remove Bocce Court and/or Pergola

| | | | | | |
|----|-------------------------------|-----|----|----------|--------|
| 82 | Bench | 5 | ea | 2,500.00 | 12,500 |
| 83 | Pergola | 425 | sf | 90.00 | 38,250 |
| 84 | Bocce court | 765 | sf | 25.00 | 19,125 |
| 85 | Bike rack and pad- no shelter | 1 | ea | 7,000.00 | 7,000 |

Value Engineering Items

Wilmington Senior Center



Overall Project Budget

Overall Project Budget

P3

PROJECT PLANNING PRESENTATIONS

Wilmington Senior Center

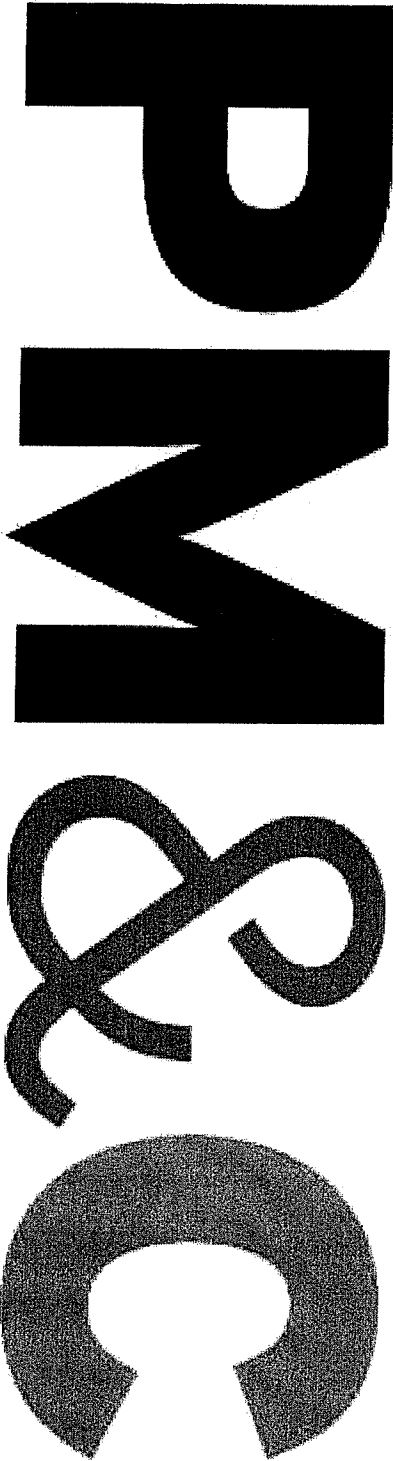
Wilmington Senior Center / COA

Initial Appropriation **\$650,000.00**
 Construction Approp **\$17,129,175.00**
 Total **\$17,779,175.00**

Project Budget Report
 August 18, 2022
 V1.2

Designer: Dietz and Company
 Contractor:

| Description | Original Budget | Adjustments | Actual Budget | Committed Funds | Paid to Date | Percent Complete | Balance to Finish |
|---|---------------------|---------------------|-----------------------|---------------------|---------------------|------------------|--------------------|
| P3, Project Planning Professionals | | | | | | | |
| Schematic Design - Phase I | \$75,000.00 | | \$75,000.00 | \$75,000.00 | 31,500.00 | 42% | \$43,500.00 |
| Design Development - Phase II | \$0.00 | \$35,000.00 | \$35,000.00 | \$0.00 | \$0.00 | 0% | \$0.00 |
| Construction Documents - Phase II | \$0.00 | \$55,000.00 | \$55,000.00 | \$0.00 | \$0.00 | 0% | \$0.00 |
| Bidding | \$0.00 | \$10,000.00 | \$10,000.00 | \$0.00 | \$0.00 | 0% | \$0.00 |
| Contract Admin / Proj Management | \$0.00 | \$260,000.00 | \$260,000.00 | \$0.00 | \$0.00 | 0% | \$0.00 |
| Completion Phase | \$0.00 | \$10,000.00 | \$10,000.00 | \$0.00 | \$0.00 | 0% | \$0.00 |
| Additional Services: | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0% | \$0.00 |
| Subtotal | \$75,000.00 | \$370,000.00 | \$445,000.00 | \$75,000.00 | \$31,500.00 | 42% | \$43,500.00 |
| Dietz and Company | | | | | | | |
| Schematic Design | \$175,000.00 | | \$175,000.00 | \$175,000.00 | \$103,000.00 | 59% | \$72,000.00 |
| Design Development | \$0.00 | \$125,000.00 | \$125,000.00 | \$0.00 | \$0.00 | 0% | \$0.00 |
| Construction Documents | \$0.00 | \$535,000.00 | \$535,000.00 | \$0.00 | \$0.00 | 0% | \$0.00 |
| Bidding | \$0.00 | \$25,000.00 | \$25,000.00 | \$0.00 | \$0.00 | 0% | \$0.00 |
| Construction Administration | \$0.00 | \$225,000.00 | \$225,000.00 | \$0.00 | \$0.00 | 0% | \$0.00 |
| Completion Phase | \$0.00 | \$25,000.00 | \$25,000.00 | \$0.00 | \$0.00 | 0% | \$0.00 |
| Traffic | \$0.00 | \$16,975.00 | \$16,975.00 | \$0.00 | \$0.00 | 0% | \$0.00 |
| FF&E | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0% | \$0.00 |
| Survey | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0% | \$0.00 |
| Subtotal | \$175,000.00 | \$951,975.00 | \$1,126,975.00 | \$175,000.00 | \$103,000.00 | 59% | \$72,000.00 |



Schematic Design Estimate

Wilmington Senior Center

New Construction

Wilmington, MA

PM&C LLC
20 Downer Ave, Suite 5
Hingham, MA 02043
(T) 781-740-8007
(F) 781-740-1012

Prepared for:

Dietz + Co. Architects

August 17, 2022



Wilmington Senior Center
 New Construction
 Wilmington, MA
Schematic Design Estimate

17-Aug-22

MAIN CONSTRUCTION COST SUMMARY

| | Construction Start | Gross Floor Area | \$/sf | Estimated Construction Cost |
|---------------------------------------|---------------------------|-------------------------|--------------|------------------------------------|
| NEW CONSTRUCTION | | | | |
| | Dec-23 | | | |
| NEW BUILDING | | 18,875 | \$405.95 | \$7,662,254 |
| SITework | | | | \$3,306,842 |
| <hr/> | | | | |
| SUB-TOTAL | | 18,875 | \$581.14 | \$10,969,096 |
| ESCALATION (to start of construction) | 7.0% | | | \$767,837 |
| DESIGN AND PRICING CONTINGENCY | 10.0% | | | \$1,096,910 |
| <hr/> | | | | |
| SUB-TOTAL | | 18,875 | \$679.94 | \$12,833,843 |
| GENERAL CONDITIONS/REQUIREMENTS | 10.0% | | | \$1,283,384 |
| BOND | 0.80% | | | \$102,671 |
| INSURANCE GL/PL | 1.25% | | | \$160,423 |
| PERMIT | | | | Waived |
| OVERHEAD + PROFIT | 3.50% | | | \$503,311 |
| <hr/> | | | | |
| TOTAL OF ALL CONSTRUCTION | | 18,875 | \$788.54 | \$14,883,632 |
| <hr/> <hr/> | | | | |

ALTERNATES (Includes all Markups)

| | | | | |
|-----|---------------------|--|--------|------------|
| A#1 | BDA/DAS System | | ADD | \$47,600 |
| A#2 | Emergency Generator | | ADD | \$180,282 |
| A#3 | uPVC Windows | | DEDUCT | (\$77,207) |
| A#4 | Fiberglass Windows | | DEDUCT | (\$33,089) |
| A#5 | Pergola | | DEDUCT | (\$52,020) |



Wilmington Senior Center
New Construction
Wilmington, MA

17-Aug-22

Schematic Design Estimate

This Schematic Design cost estimate was produced from drawings and specifications prepared by Dietz + Co. Architects and their design team dated June 24th, 2022. Design and engineering changes occurring subsequent to the issue of these documents have not been incorporated in this estimate.

This estimate includes all direct construction costs, general contractors overhead, fee and design contingency. Cost escalation assumes start dates indicated.

Bidding conditions are expected to be public bidding to pre-qualified general contractors, and pre-qualified sub-contractors, open specifications for materials and manufacturers.

The estimate is based on prevailing wage rates for construction in this market and represents a reasonable opinion of cost. It is not a prediction of the successful bid from a contractor as bids will vary due to fluctuating market conditions, errors and omissions, proprietary specifications, lack or surplus of bidders, perception of risk, etc. Consequently the estimate is expected to fall within the range of bids from a number of competitive contractors or subcontractors, however we do not warrant that bids or negotiated prices will not vary from the final construction cost estimate.

ITEMS NOT CONSIDERED IN THIS ESTIMATE

Items not included in this estimate are:

- Land acquisition, feasibility, and financing costs
- All professional fees and insurance
- Site or existing conditions surveys investigations costs, including to determine subsoil conditions
- All Furnishings, Fixtures and Equipment
- Items identified in the design as Not In Contract (NIC)
- Owner supplied and/or installed items as indicated in the estimate
- Utility company back charges, including work required off-site
- Work to City streets and sidewalks, (except as noted in this estimate)
- Construction contingency
- Town fiber optic loop extension to site



Wilmington Senior Center
New Construction
Wilmington, MA

Schematic Design Estimate

| CONSTRUCTION COST SUMMARY IN CSI FORMAT | | | | | | |
|---|---|-------------|--------------------|------------------|-----------------|--------------------|
| | | | <i>BUILDING</i> | <i>SITE WORK</i> | <i>Subtotal</i> | <i>Total</i> |
| SUMMARY NEW CONSTRUCTION | | | | | | |
| DIV. 3 CONCRETE | | | \$401,342 | | \$10,200 | \$411,542 |
| 033000 | Cast-in-Place Concrete | \$401,342 | | \$10,200 | \$411,542 | |
| DIV. 4 MASONRY | | | \$170,840 | | | \$170,840 |
| 040001 | Unit Masonry | \$170,840 | | | \$170,840 | |
| DIV. 5 METALS | | | \$95,819 | | | \$95,819 |
| 051000 | Metal Fabrications | \$68,299 | | | \$68,299 | |
| 051200 | Structural Steel Framing | \$27,520 | | | \$27,520 | |
| DIV. 6 WOODS & PLASTICS | | | \$1,329,410 | | | \$1,329,410 |
| 061000 | Rough Carpentry | \$1,120,426 | | | \$1,120,426 | |
| 064100 | Architectural Woodwork | \$208,984 | | | \$208,984 | |
| DIV. 7 THERMAL & MOISTURE PROTECTION | | | \$1,236,215 | | | \$1,236,215 |
| 070001 | Waterproofing, Dampproofing and | \$90,858 | | | \$90,858 | |
| 070002 | Roofing and Flashing | \$721,102 | | | \$721,102 | |
| 072100 | Thermal Insulation | \$86,700 | | | \$86,700 | |
| 076400 | Wall cladding | \$292,270 | | | \$292,270 | |
| 078400 | Firestopping | | | | | |
| 079000 | Joint Sealers | \$45,285 | | | \$45,285 | |
| DIV. 8 DOORS & WINDOWS | | | \$615,185 | | | \$615,185 |
| 081110 | Doors, Frames and Hardware | \$91,160 | | | \$91,160 | |
| 083100 | Access Doors and Frames | \$2,500 | | | \$2,500 | |
| 083323 | Overhead Doors | \$88,830 | | | \$88,830 | |
| 084110 | Aluminum Framed Entrances and Storefronts | \$129,560 | | | \$129,560 | |
| 085200 | Wood Windows | \$202,750 | | | \$202,750 | |
| 087100 | Door Hardware | \$53,500 | | | \$53,500 | |
| 088000 | Glass and Glazing | \$43,485 | | | \$43,485 | |
| 089000 | Louvers | \$3,400 | | | \$3,400 | |
| DIV. 9 FINISHES | | | \$764,520 | | | \$764,520 |
| 090002 | Tiling | \$114,364 | | | \$114,364 | |
| 090003 | Acoustical Ceilings | \$73,197 | | | \$73,197 | |
| 090005 | Resilient Flooring | \$112,522 | | | \$112,522 | |
| 090007 | Painting | \$83,833 | | | \$83,833 | |
| 092900 | Gypsum Board Assemblies | \$344,274 | | | \$344,274 | |
| 096810 | Carpet | \$22,270 | | | \$22,270 | |
| 098413 | Sound Absorbing Panels | \$14,060 | | | \$14,060 | |
| DIV. 10 SPECIALTIES | | | \$85,888 | | | \$85,888 |
| 101100 | Visual Display Surfaces | \$5,072 | | | \$5,072 | |
| 101200 | Display Cases | \$10,560 | | | \$10,560 | |
| 101400 | Signage | \$24,406 | | | \$24,406 | |
| 102110 | Toilet Compartments | \$12,550 | | | \$12,550 | |
| 102600 | Wall Protection | \$2,000 | | | \$2,000 | |
| 102800 | Toilet Accessories | \$11,750 | | | \$11,750 | |
| 103000 | Misc. Specialties | \$14,500 | | | \$14,500 | |
| 104300 | AED | \$3,300 | | | \$3,300 | |
| 104400 | Fire Protection Specialties | \$1,750 | | | \$1,750 | |
| 105123 | Operable Partitions | | | | | |
| DIV. 11 EQUIPMENT | | | \$180,500 | | | \$180,500 |
| 113100 | Appliances | \$1,000 | | | \$1,000 | |
| 114000 | Food Service Equipment | \$175,000 | | | \$175,000 | |
| 115213 | Projection Screens | \$4,500 | | | \$4,500 | |
| 116600 | Equipment | | | | | |
| DIV. 12 FURNISHINGS | | | \$14,598 | | | \$14,598 |
| 122100 | Window Shades | \$14,598 | | | \$14,598 | |
| 124810 | Entrance Mats and Frames | | | | | |



Wilmington Senior Center
 New Construction
 Wilmington, MA

17-Aug-22

Schematic Design Estimate

CONSTRUCTION COST SUMMARY IN CSI FORMAT

| | BUILDING | SITE WORK | Subtotal | Total |
|---|--------------------|--------------------|---------------------|---------------------|
| SUMMARY NEW CONSTRUCTION | | | | |
| DIV. 13 SPECIAL CONSTRUCTION | | | | |
| DIV. 21 FIRE SUPPRESSION | | | | |
| 210000 Fire Protection | \$226,500 | \$226,500 | \$226,500 | \$226,500 |
| DIV. 22 PLUMBING | | | | |
| 220000 Plumbing | \$333,000 | \$333,000 | \$333,000 | \$333,000 |
| DIV. 23 HVAC | | | | |
| 230000 HVAC | \$1,120,511 | \$1,120,511 | \$1,120,511 | \$1,120,511 |
| DIV. 26 ELECTRICAL | | | | |
| 260000 Electrical | \$862,902 | \$862,902 | \$862,902 | \$862,902 |
| DIV. 31 EARTHWORK | | | | |
| 311000 Site Preparation | | \$111,510 | \$111,510 | \$111,510 |
| 311100 Erosion Control | | | | |
| 312000 Earthwork | \$225,024 | \$355,157 | \$580,181 | \$580,181 |
| 312500 Erosion control | | \$32,545 | \$32,545 | \$32,545 |
| 316600 Ground Improvement | | | | |
| DIV. 32 EXTERIOR IMPROVEMENTS | | | | |
| 320000 Paving | | \$1,296,298 | \$1,296,298 | \$1,296,298 |
| 323000 Site Improvements | | \$446,625 | \$446,625 | \$446,625 |
| 329200 Landscaping | | \$287,328 | \$287,328 | \$287,328 |
| DIV. 33 UTILITIES | | | | |
| 331000 Water Utilities | | \$44,170 | \$44,170 | \$44,170 |
| 333000 Sanitary Sewerage Utilities | | \$35,090 | \$35,090 | \$35,090 |
| 334000 Storm Drainage Utilities | | \$500,000 | \$500,000 | \$500,000 |
| 335000 Gas services | | \$3,498 | \$3,498 | \$3,498 |
| 336000 Electrical services (Included in Electrical Above) | | | | |
| SUBTOTAL DIRECT (TRADE) COST | \$7,662,254 | \$3,306,842 | \$10,969,096 | \$10,969,096 |



Wilmington Senior Center
New Construction
Wilmington, MA

17-Aug-22

Schematic Design Estimate

GFA

18,875

| CSI CODE | DESCRIPTION | QTY | UNIT | UNIT COST | EST'D COST | SUB TOTAL | TOTAL COST |
|----------|-------------|-----|------|-----------|------------|-----------|------------|
|----------|-------------|-----|------|-----------|------------|-----------|------------|

NEW BUILDING

First Floor

18,875

TOTAL GROSS FLOOR AREA (GFA)

18,875 sf

03 - CONCRETE

033000 CONCRETE

Standard Foundations

| | | | | |
|------------------|----|----|--|--|
| Strip Footings | 47 | CY | | |
| Foundation Walls | 58 | CY | | |
| Spread Footings | 29 | CY | | |
| Piers | 6 | CY | | |

Total Foundation Concrete 140 CY

Continuous Footings & Walls

Continuous footings - 24" wide

| | | | | |
|-------------------|-------|------|--------|--------|
| Formwork | 1,204 | sf | 16.00 | 19,264 |
| Re-bar | 1,671 | lbs. | 2.00 | 3,342 |
| Concrete material | 47 | cy | 145.00 | 6,815 |
| Placing concrete | 47 | cy | 120.00 | 5,640 |

Thickened slab at interior load bearing walls: allow

| | | | | |
|-------------------|-------|------|--------|-------|
| Formwork | | sf | 12.00 | NR |
| Re-bar | 3,680 | lbs. | 2.00 | 7,360 |
| Concrete material | 32 | cy | 145.00 | 4,640 |
| Placing concrete | 32 | cy | 115.00 | 3,680 |

Foundation walls

| | | | | |
|-------------------|-------|------|--------|--------|
| Formwork | 4,350 | sf | 18.00 | 78,300 |
| Re-bar | 1,936 | lbs. | 2.00 | 3,872 |
| Concrete material | 58 | cy | 145.00 | 8,410 |
| Placing concrete | 58 | cy | 120.00 | 6,960 |
| Form shelf | 725 | lf | 7.50 | 5,438 |

Spread Footings - perimeter: F4

| | | | | |
|-------------------------------|-----|------|--------|-------|
| Formwork | 208 | sf | 16.00 | 3,328 |
| Re-bar | 920 | lbs. | 2.00 | 1,840 |
| Concrete material | 8 | cy | 145.00 | 1,160 |
| Placing concrete | 8 | cy | 200.00 | 1,600 |
| Set anchor bolts grout plates | 13 | ea | 165.00 | 2,145 |

Spread Footings - F6

| | | | | |
|-------------------------------|-------|------|--------|-------|
| Formwork | 360 | sf | 16.00 | 5,760 |
| Re-bar | 2,415 | lbs. | 2.00 | 4,830 |
| Concrete material | 21 | cy | 145.00 | 3,045 |
| Placing concrete | 21 | cy | 200.00 | 4,200 |
| Set anchor bolts grout plates | 10 | ea | 165.00 | 1,650 |

Piers/Pilasters

| | | | | |
|-------------------|-----|------|--------|-------|
| Formwork | 414 | sf | 14.00 | 5,796 |
| Re-bar | 690 | lbs. | 2.00 | 1,380 |
| Concrete material | 6 | cy | 145.00 | 870 |
| Placing concrete | 6 | cy | 200.00 | 1,200 |

Lowest Floor Construction

| | | | | |
|--------------------------|--------|----|--|--|
| <u>Slab on grade- 6"</u> | 18,875 | sf | | |
|--------------------------|--------|----|--|--|



Wilmington Senior Center
 New Construction
 Wilmington, MA

17-Aug-22

Schematic Design Estimate

GFA

18,875

| CSI CODE | DESCRIPTION | QTY | UNIT | UNIT COST | EST'D COST | SUB TOTAL | TOTAL COST |
|----------|-------------|-----|------|-----------|------------|-----------|------------|
|----------|-------------|-----|------|-----------|------------|-----------|------------|

NEW BUILDING

| | | | | | | | |
|----|---|--------|-----|----------|--------|------------|---------|
| 53 | Vapor barrier | 18,875 | sf | 1.00 | 18,875 | | |
| 54 | WWF reinforcement | 21,706 | sf | 1.80 | 39,071 | | |
| 55 | Concrete - 6" thick | 367 | cy | 155.00 | 56,885 | | |
| 56 | Placing concrete | 367 | cy | 88.00 | 32,296 | | |
| 57 | Finishing and curing concrete | 18,875 | sf | 2.00 | 37,750 | | |
| 58 | Sawcut full depth control joints | 18,875 | sf | 0.22 | 4,153 | | |
| 59 | <u>Miscellaneous</u> | | | | | | |
| 60 | Anchor bolts | 181 | loc | 95.00 | 17,195 | | |
| 61 | Equipment pads | 1 | ls | 2,500.00 | 2,500 | | |
| 62 | Loading dock | 1 | ls | | | assumed NR | |
| 63 | Sealed concrete flooring at mechanical and janitors closet, allow | 61 | sf | 1.50 | 92 | | |
| 64 | Radon trench and pit | | | | | NIC | |
| 65 | SUBTOTAL | | | | | | 401,342 |

| | |
|-------------------------|------------------|
| TOTAL - CONCRETE | \$401,342 |
|-------------------------|------------------|

04 - MASONRY

041000 MASONRY

| | | | | | | | |
|----|--|-------|----|----------|--------|--|---------|
| 72 | Field stone base; 2ft high | 1,256 | sf | 75.00 | 94,200 | | |
| 73 | Field stone vanner at both sides of building entry | 256 | sf | 75.00 | 19,200 | | |
| 73 | Field stone column base with cast stone cap | 13 | ea | 1,520.00 | 19,760 | | |
| 74 | Cast stone cap | 628 | lf | 60.00 | 37,680 | | |
| 75 | SUBTOTAL | | | | | | 170,840 |

| | |
|------------------------|------------------|
| TOTAL - MASONRY | \$170,840 |
|------------------------|------------------|

05 - METALS

051200 STRUCTURAL STEEL FRAMING

Roof Construction

| | | | | | | | |
|----|------------------------------|------|-----|-----------|--------|--|--------|
| 84 | Structure at roof; allowance | 1.0 | tns | 10,000.00 | 10,000 | | |
| 85 | HSS columns | 1.46 | tns | 12,000.00 | 17,520 | | |
| 86 | SUBTOTAL | | | | | | 27,520 |

054000 COLD FORM METAL FRAMING

With Div 9 (backup walls)

SUBTOTAL

055000 METAL FABRICATIONS

Interiors

| | | | | | | | |
|----|--|--------|-----|-----------|--------|--|--------|
| 94 | Attic access stairs/ladder | 2 | loc | 3,500.00 | 7,000 | | |
| 95 | Miscellaneous metals throughout building | 18,875 | gsf | 1.50 | 28,313 | | |
| 96 | Miscellaneous metals to exterior wall framing; hardware, ties etc. | 8,542 | sf | 1.00 | 8,542 | | |
| 97 | Misc. anchors bolts, plates as req'd for roof framing | 1 | ls | 24,443.80 | 24,444 | | |
| 98 | SUBTOTAL | | | | | | 68,299 |

| | |
|-----------------------|-----------------|
| TOTAL - METALS | \$95,819 |
|-----------------------|-----------------|

06 - WOOD, PLASTICS AND COMPOSITES

061000 ROUGH CARPENTRY

Attic Construction



Wilmington Senior Center
New Construction
Wilmington, MA

Schematic Design Estimate

GFA

18,875

| CSI CODE | DESCRIPTION | QTY | UNIT | UNIT COST | EST'D COST | SUB TOTAL | TOTAL COST |
|----------|-------------|-----|------|-----------|------------|-----------|------------|
|----------|-------------|-----|------|-----------|------------|-----------|------------|

NEW BUILDING

| | | | | | | | |
|-----|---|--------|--------|------------|-------------------------|----------------|-----------|
| 107 | 2x12 ceiling joists | 18,875 | sf | | w/ prefab trusses below | | |
| 108 | 3/4" plywood at attic floor, at MEP access area | 1,413 | sf | 4.00 | | 5,652 | |
| 109 | 3/4" plywood at attic floor, remaining areas | 17,462 | sf | 3.00 | | NR | |
| 110 | 2x4 wood guardrail at perimeter | 506 | lf | 15.00 | | 7,590 | |
| 111 | <u>Roof Construction</u> | | | | | | |
| 112 | DOC PS 1 structural roof sheathing including overhangs | 17,618 | slpsf | 4.00 | | 70,472 | |
| 113 | Heavy timber construction with 10" SIPS | 5,700 | flatsf | 50.00 | | 285,000 | |
| 114 | Column, 5 1/4" x 5 1/4" P.T. PSL | 23 | ea | 300.00 | | 6,900 | |
| 115 | LVL beams + misc. framing | 18,875 | sf | 2.00 | | 37,750 | |
| 116 | Framing - material/labor for porch roof | | | | | Included Above | |
| 117 | | | | | | | |
| 118 | Misc blocking/bridging/hangers/strapping/fasteners | 1 | ls | 103,341.00 | | 103,341 | |
| 119 | Framing labor | 18,875 | gsf | 10.00 | | 188,750 | |
| 120 | <u>Prefabricated truss</u> | | | | | | |
| 121 | Wood truss, open web | 17,618 | sf | 7.50 | | 132,135 | |
| 122 | | | | | | | |
| 123 | Crane to set trusses | 5 | days | 4,000.00 | | 20,000 | |
| 124 | <u>Framing/Exterior Wall</u> | | | | | | |
| 125 | 6" wood stud w3/4" plywood sheathing | 8,542 | sf | 8.00 | | 68,336 | |
| 126 | Wood blocking at exterior windows | 1,560 | lf | 4.00 | | 6,240 | |
| 127 | Misc blocking/bridging/hangers/strapping/fasteners | 1 | ls | 18,644.00 | | 18,644 | |
| 128 | <u>Interior</u> | | | | | | |
| 129 | 30% 2x6 stud and 70% 2x4 stud; GWB taken below | 23,568 | sf | 4.50 | | 106,056 | |
| 130 | Framing at ceilings | 8,537 | sf | 5.00 | | 42,685 | |
| 131 | Wood blocking at interiors | 18,875 | gsf | 1.00 | | 18,875 | |
| 132 | Wood blocking at interior doors/partitions | | | | | with GWB | |
| 133 | Blocking for recessed TV | 1 | ls | 500.00 | | 500 | |
| 134 | Backer panels in electrical closets | 1 | ls | 1,500.00 | | 1,500 | |
| 135 | SUBTOTAL | | | | | | 1,120,426 |
| 136 | | | | | | | |
| 137 | 064100 ARCHITECTURAL WOODWORK | | | | | | |
| 138 | <u>Exterior</u> | | | | | | |
| 139 | Exposed cedar deck to overhang at entry and MP room porch; white stain | 3,032 | sf | 22.00 | | 66,704 | |
| 140 | Front entrance trellis | 700 | sf | 55.00 | | 38,500 | |
| 141 | Cedar Column covers with white stain, at entrance trellis + rear porch; 6ft H | 13 | ea | 1,500.00 | | 19,500 | |
| 142 | Faux rafter tails | 56 | ea | 300.00 | | 16,800 | |
| 143 | <u>Interior</u> | | | | | | |
| 144 | Bathroom vanities with engineered stone counters at gang bathrooms | 21 | lf | 400.00 | | 8,400 | |
| 145 | Interior window sill | 520 | lf | 45.00 | | 23,400 | |
| 146 | Wood panels at Lobby; full height | 375 | sf | 65.00 | | 24,375 | |
| 147 | <u>Millwork/Casework per Room</u> | | | | | | |
| 148 | <u>Lobby, Cafe, Admin & Vestibule</u> | | | | | | |
| 149 | Reception desk | | | | | FFE | |
| 150 | Custom millwork base cabinet, w/shelving; coffee counter | 19 | lf | 1,000.00 | | 19,000 | |
| 151 | <u>Fitness</u> | | | | | | |
| 152 | Cubbies with coat hooks | 21 | lf | 650.00 | | 13,650 | |
| 153 | Storage/racking | 26 | lf | 250.00 | | FFE | |
| 154 | <u>Multipurpose rooms</u> | | | | | | |



Wilmington Senior Center
New Construction
Wilmington, MA

17-Aug-22

Schematic Design Estimate

GFA

18,875

| CSI CODE | DESCRIPTION | QTY | UNIT | UNIT COST | EST'D COST | SUB TOTAL | TOTAL COST |
|----------|-------------|-----|------|-----------|------------|-----------|------------|
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NEW BUILDING

| | | | | | | | |
|-----|--------------------------------------|---|----|----------|--------|--|---------|
| 155 | Trash counter and recycling millwork | 1 | ls | 6,500.00 | 6,500 | | |
| 156 | <u>Offices</u> | | | | | | |
| 157 | <u>Built-in cubicles</u> | 6 | ea | 4,000.00 | 24,000 | | |
| 158 | <u>Kitchenette</u> | | | | | | |
| 159 | Base cabinet | 7 | lf | 325.00 | 2,275 | | |
| 160 | Tops | 7 | lf | 225.00 | 1,575 | | |
| 161 | Upper cabinets | 7 | lf | 265.00 | 1,855 | | |
| 162 | <u>Nurse</u> | | | | | | |
| 163 | Base cabinet | 5 | lf | 325.00 | 1,625 | | |
| 164 | Tops | 5 | lf | 225.00 | 1,125 | | |
| 165 | SUBTOTAL | | | | | | 245,284 |

Moved to FF&E

| | | | | | | | |
|--|--|--|--|--|--|--|--------------------|
| TOTAL - WOOD, PLASTICS AND COMPOSITES | | | | | | | \$1,365,710 |
|--|--|--|--|--|--|--|--------------------|

07 - THERMAL AND MOISTURE PROTECTION

070002 WATERPROOFING / DAMPPROOFING

| | | | | | | | |
|-----|---|-------|----|------|--------|----------------------|--------|
| 172 | <u>Foundations</u> | | | | | | |
| 174 | Dampproofing at foundation walls | | | | | assumed not required | |
| 175 | <u>Exterior Wall</u> | | | | | | |
| 176 | AVB at siding | 8,542 | sf | 7.00 | 59,794 | | |
| 177 | Air barrier/flashing at windows and doors | 1,560 | lf | 4.00 | 6,240 | | |
| 178 | AVB at roof perimeter | 450 | lf | 8.00 | 3,600 | | |
| 179 | AVB at soffits | 3,032 | sf | 7.00 | 21,224 | | |
| 180 | SUBTOTAL | | | | | | 90,858 |

070002 ROOFING AND FLASHING

| | | | | | | | |
|-----|---|--------|-------|-------|---------|--|---------|
| 183 | <u>Pitched roof</u> | | | | | | |
| 184 | Sloped asphalt shingle roof complete included continuous self-adhered sheet underlayment | 17,618 | slpsf | 22.00 | 387,596 | | |
| 185 | Sloped standing seam metal roof complete included continuous self-adhered sheet underlayment | 6,840 | slpsf | 35.00 | 239,400 | | |
| 186 | Sloped standing seam metal roof complete included continuous self-adhered sheet underlayment at MP porch roof | 1,398 | slpsf | 35.00 | 48,930 | | |
| 187 | <u>Miscellaneous Roofing</u> | | | | | | |
| 188 | Miscellaneous flashings | 25,856 | sf | 1.00 | 25,856 | | |
| 189 | Aluminum gutters | 450 | lf | 30.00 | 13,500 | | |
| 190 | Aluminum downspouts | 90 | lf | 18.00 | 1,620 | | |
| 191 | Snow guards, allowance | 60 | lf | 70.00 | 4,200 | | |
| 192 | SUBTOTAL | | | | | | 721,102 |

072100 THERMAL INSULATION

| | | | | | | | |
|-----|--|-------|----|------|--------|--|--|
| 195 | <u>Foundations</u> | | | | | | |
| 196 | Insulation - 2" rigid insulation at floor slab | 5,800 | sf | 2.75 | 15,950 | | |
| 198 | Insulation - 2" rigid insulation at foundation walls | 2,900 | sf | 2.50 | NR | | |
| 199 | <u>Exterior Envelope</u> | | | | | | |
| 200 | Dense pack cellulose | 8,542 | sf | 4.50 | 38,439 | | |
| 201 | 3" thick mineral wool | 8,542 | sf | 3.75 | 32,033 | | |
| 202 | <u>Roof</u> | | | | | | |
| 203 | Loose fill insulation at trusses; R-38 | 100 | sf | 2.78 | 278 | | |



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GFA

18,875

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|----------|-------------|-----|------|-----------|------------|-----------|------------|
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NEW BUILDING

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|-----|---|--------|-----|-------|---------|-------------------|---------|--------------------|
| 204 | <u>Interior Walls</u> | | | | | | | |
| 205 | Batt insulation | | | | | w/ GWB | | |
| 206 | SUBTOTAL | | | | | | 86,700 | |
| 207 | | | | | | | | |
| 208 | 076400 CLADDING | | | | | | | |
| 209 | <u>Exterior Wall</u> | | | | | | | |
| 210 | Pre-Finished siding | | | | | | | |
| 211 | Fiber cement siding; Hardi or equal | 7,286 | sf | 35.00 | 255,010 | | | |
| 212 | Window sill | 80 | lf | 12.00 | 960 | | | |
| 213 | Window head trim, 6" | | | | | Included | | |
| 214 | Window jamb trim, 4" | | | | | Included | | |
| 215 | Door trim | | | | | Included | | |
| 216 | Corner boards; 11' high | | | | | Included | | |
| 217 | Water table + Horizontal trim | | | | | Included | | |
| 218 | Staging to exterior wall | | | | | Included in rates | | |
| 219 | SUBTOTAL | | | | | | 255,970 | |
| 220 | | | | | | | | |
| 221 | 077200 ROOF SPECIALTIES | | | | | | | |
| 222 | Roof hatch | | | | | assumed NR | | |
| 223 | SUBTOTAL | | | | | | | |
| 224 | | | | | | | | |
| 225 | 078100 FIREPROOFING | | | | | | | |
| 226 | Fireproofing to roof | | | | | NR | | |
| 227 | SUBTOTAL | | | | | | | |
| 228 | | | | | | | | |
| 229 | 078400 FIRESTOPPING | | | | | | | |
| 230 | Fire stopping | | | | | NR | | |
| 231 | SUBTOTAL | | | | | | | |
| 232 | | | | | | | | |
| 233 | 079000 JOINT SEALANTS | | | | | | | |
| 234 | <u>Exterior Wall</u> | | | | | | | |
| 235 | Miscellaneous sealants to closure | 7,286 | sf | 0.50 | 3,643 | | | |
| 236 | Backer rod & double sealant at exterior windows | 1,560 | lf | 10.00 | 15,600 | | | |
| 237 | <u>Interior</u> | | | | | | | |
| 238 | Caulking at interior doors | 979 | lf | 2.50 | 2,448 | | | |
| 239 | Miscellaneous sealants throughout building | 18,875 | gsf | 1.25 | 23,594 | | | |
| 240 | SUBTOTAL | | | | | | 45,285 | |
| 241 | | | | | | | | |
| 242 | TOTAL - THERMAL AND MOISTURE PROTECTION | | | | | | | \$1,199,915 |

08 - OPENINGS

| | | | | | | | |
|-----|--|-----|------|--------|--------|------------|--|
| 247 | 081100 DOORS, FRAMES AND HARDWARE | | | | | | |
| 248 | <u>Exterior Doors</u> | | | | | | |
| 249 | See Aluminum below | | | | | See below | |
| 250 | <u>Interior Doors & Frames</u> | | | | | | |
| 251 | Furnish HM frames, single | 47 | ea | 300.00 | 14,100 | | |
| 252 | Furnish HM frames, double | 9 | ea | 700.00 | 6,300 | | |
| 253 | Furnish HM frames, sidelights | 266 | sf | 35.00 | 9,310 | | |
| 254 | Install frames | | | | | with Div 9 | |
| 255 | WD panel doors, single; Type D1 | 30 | leaf | 650.00 | 19,500 | | |

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| CSI CODE | DESCRIPTION | QTY | UNIT | UNIT COST | EST'D COST | SUB TOTAL | TOTAL COST |
|---------------------|---|-------|------|-----------|-------------------|-----------|------------|
| NEW BUILDING | | | | | | | |
| 256 | WD panel doors, single; Type D1.1 | 2 | leaf | 650.00 | 1,300 | | |
| 257 | WD panel doors, single; Type D2 w/full vision panel | 6 | leaf | 2,400.00 | 14,400 | | |
| 258 | WD panel doors, single; Type D3.1 | 3 | leaf | 650.00 | 1,950 | | |
| 259 | WD panel doors, double; Type D3 | 8 | pr | 1,100.00 | 8,800 | | |
| 260 | WD panel doors, single; Type D5 w/full vision panel | 4 | leaf | 2,400.00 | 9,600 | | |
| 261 | WD panel doors, double; Type D6 w/full vision panel | 1 | pr | 4,800.00 | 4,800 | | |
| 262 | WD flush doors, single; Type 7 | 2 | leaf | 550.00 | 1,100 | | |
| 263 | SUBTOTAL | | | | | 91,160 | |
| 264 | | | | | | | |
| 265 | 083100 ACCESS DOORS AND FRAMES | | | | | | |
| 266 | Access doors | 1 | ls | 2,500.00 | 2,500 | | |
| 267 | SUBTOTAL | | | | | 2,500 | |
| 268 | | | | | | | |
| 269 | 083323 OVERHEAD DOORS + OPERABLE WALLS | | | | | | |
| 270 | Operable wall at MP room | 51 | lf | 1,510.00 | 77,010 | | |
| 271 | Rolling pass through door at kitchen; allow; 17' x 6' | 1 | ea | 6,120.00 | 6,120 | | |
| 272 | 10' wide overhead ceiling door/grille at reception; manual | 1 | ea | 5,700.00 | 5,700 | | |
| 272 | SUBTOTAL | | | | | 88,830 | |
| 273 | | | | | | | |
| 274 | 084110 ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS | | | | | | |
| 275 | Automatic sliding doors; Type D8 | 2 | loc | 22,000.00 | 44,000 | | |
| 276 | Aluminum storefront at entrance | 438 | sf | 120.00 | 52,560 | | |
| 277 | Glazed aluminum entrance doors including frame and hardware; double; Type 4 | 3 | pr | 11,000.00 | 33,000 | | |
| 278 | SUBTOTAL | | | | | 129,560 | |
| 279 | | | | | | | |
| 280 | 085200 ALUMINUM WINDOWS | 1,622 | sf | - | - | | |
| 281 | Aluminum windows; W1 | 190 | sf | 125.00 | 23,750 | | |
| 282 | Aluminum windows; W2 | 350 | sf | 125.00 | 43,750 | | |
| 283 | Aluminum windows; W3 | 233 | sf | 125.00 | 29,125 | | |
| 284 | Aluminum windows; W4 | 53 | sf | 125.00 | 6,625 | | |
| 285 | Aluminum windows; W5 | 50 | sf | 125.00 | 6,250 | | |
| 286 | Aluminum windows; W6 | 214 | sf | 125.00 | 26,750 | | |
| 287 | Aluminum windows; W7 | 178 | sf | 125.00 | 22,250 | | |
| 288 | Aluminum windows; W8 | 54 | sf | 125.00 | 6,750 | | |
| 289 | Aluminum windows; W9 | 87 | sf | 125.00 | 10,875 | | |
| 290 | Aluminum windows; W10 | 213 | sf | 125.00 | 26,625 | | |
| 291 | SUBTOTAL | | | | | 202,750 | |
| 292 | | | | | | | |
| 293 | 087100 DOOR HARDWARE | | | | | | |
| 294 | Exterior door hardware | | | | Included in rates | | |
| 295 | Auto openers allowance to main entrance | 2 | loc | 4,000.00 | 8,000 | | |
| 296 | <u>Interior Doors</u> | | | | | | |
| 297 | Hardware | 65 | leaf | 700.00 | 45,500 | | |
| 298 | SUBTOTAL | | | | | 53,500 | |
| 299 | | | | | | | |
| 300 | 088000 GLASS AND GLAZING | | | | | | |
| 301 | <u>Interior glazing</u> | | | | | | |
| 302 | Interior Transoms; T1, T2 + T3 | 397 | sf | 75.00 | 29,775 | | |
| 303 | Sidelights | 266 | sf | 35.00 | 9,310 | | |
| 304 | Mirrors | 80 | sf | 55.00 | 4,400 | | |

Option to remove



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NEW BUILDING

| | | | | | | | | |
|-----|-------------------------|--------------------------------------|--------|----|----------|---------------------|---------|------------------|
| 305 | | | | | | | 43,485 | |
| 306 | | | | | | | | |
| 307 | 089000 | FIXED LOUVERS | | | | | | |
| 308 | | Wood louvers, allow | 40 | sf | 85.00 | 3,400 | | |
| 309 | | SUBTOTAL | | | | | 3,400 | |
| 310 | | | | | | | | |
| 311 | TOTAL - OPENINGS | | | | | | | \$615,185 |
| 312 | | | | | | | | |
| 313 | | | | | | | | |
| 314 | 09 - FINISHES | | | | | | | |
| 315 | | | | | | | | |
| 316 | 090002 | TILE | | | | | | |
| 317 | | Tile flooring at restrooms | 1,073 | sf | 32.00 | 34,336 | | |
| 318 | | Tile base | 351 | lf | 18.00 | 6,318 | | |
| 319 | | Ceramic tile 7ft H to restroom walls | 2,457 | sf | 30.00 | 73,710 | | |
| 320 | | SUBTOTAL | | | | | 114,364 | |
| 321 | | | | | | | | |
| 322 | 090003 | ACT | | | | | | |
| 323 | | ACT- 2'x2 | 8,133 | sf | 9.00 | 73,197 | | |
| 324 | | SUBTOTAL | | | | | 73,197 | |
| 325 | | | | | | | | |
| 326 | 090005 | RESILIENT FLOORS | | | | | | |
| 327 | | <u>Floor Finishes</u> | | | | | | |
| 328 | | Resilient flooring | 10,506 | sf | 7.00 | 73,542 | | |
| 329 | | Epoxy flooring with cove base | 1,216 | sf | 16.00 | 19,456 | | |
| 330 | | Wood base | | | | None Shown | | |
| 331 | | Base 4" vinyl | 2,434 | lf | 3.00 | 7,302 | | |
| 332 | | <u>Miscellaneous</u> | | | | | | |
| 333 | | Sub Floor preparation | 11,722 | sf | 1.00 | 11,722 | | |
| 334 | | Moisture mitigation | 11,722 | sf | 1.50 | W/Adhesive | | |
| 335 | | Shluter/floor transition allowances | 1 | ls | 500.00 | 500 | | |
| 336 | | SUBTOTAL | | | | | 112,522 | |
| 337 | | | | | | | | |
| 338 | 090007 | PAINTING | | | | | | |
| 339 | | <u>Exterior</u> | | | | | | |
| 340 | | Exterior trim + siding; 1 finish ct | 7,286 | sf | 2.00 | 14,572 | | |
| 341 | | Exterior columns | 13 | ea | 148.50 | 1,931 | | |
| 342 | | Exterior painting/touch-up | 1 | ls | 5,000.00 | 5,000 | | |
| 343 | | <u>Interior Walls</u> | | | | | | |
| 344 | | Paint to GWB | 40,280 | sf | 0.80 | 32,224 | | |
| 345 | | Paint window sill | 520 | lf | 2.50 | 1,300 | | |
| 346 | | <u>Ceilings</u> | | | | | | |
| 347 | | Paint to gwb ceiling & soffits | 8,937 | sf | 1.50 | 13,406 | | |
| 348 | | <u>Floors</u> | | | | | | |
| 349 | | Concrete sealer | | | | carried in concrete | | |
| 350 | | <u>Miscellaneous</u> | | | | | | |
| 351 | | Finish interior doors/frames | 65 | ea | 160.00 | 10,400 | | |
| 352 | | Interior painting/touch-up | 1 | ls | 5,000.00 | 5,000 | | |
| 353 | | SUBTOTAL | | | | | 83,833 | |
| 354 | | | | | | | | |
| 355 | 092900 | GWB | | | | | | |
| 356 | | <u>Backup Wall @ Siding</u> | | | | | | |
| 357 | | 5/8" GWB lining | 8,542 | sf | 4.00 | 34,168 | | |



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NEW BUILDING

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|--|---|--------|-----|-----------|---------|---------|------------------|--|
| | <u>Interior Partitions</u> | | | | | | | |
| | Typ W4.1.01 - 2x6/2x4 stud (see div#6), RC channel, insulation, 5/8" gwb b.s. | 912 | sf | 13.50 | 12,312 | | | |
| | Typ W4.0.01 - 2x6/2x4 stud (see div#6), insulation, 5/8" gwb ea | 14,464 | sf | 9.50 | 137,408 | | | |
| | Typ W6.0.01 - 2x6/2x4 stud (see div#6), insulation, 5/8" gwb ea side; 1 lyr | 8,192 | sf | 9.50 | 77,824 | | | |
| | Premium for moisture resistant GWB at bathrooms; allowance | 3,159 | sf | 0.50 | 1,580 | | | |
| | In wall blocking | 1,480 | lf | 2.00 | 2,960 | | | |
| | Additional blocking | 1 | ls | 3,000.00 | 3,000 | | | |
| | Acoustical sealants, allow | 1 | ls | 1,000.00 | 1,000 | | | |
| | Install HM frames | 56 | ea | 250.00 | 14,000 | | | |
| | <u>Ceilings</u> | | | | | | | |
| | GWB ceilings - wood framing in Div 06 | 8,537 | sf | 6.00 | 51,222 | | | |
| | GWB Soffits, vert | 400 | sf | 22.00 | 8,800 | | | |
| | SUBTOTAL | | | | | 344,274 | | |
| | 096800 CARPETING | | | | | | | |
| | <u>Floor Finishes</u> | | | | | | | |
| | Carpet tile | 2,057 | sf | 6.50 | 13,371 | | | |
| | Walk off carpet | 176 | sf | 16.00 | 2,816 | | | |
| | <u>Miscellaneous</u> | | | | | | | |
| | Sub Floor preparation | 2,233 | sf | 1.00 | 2,233 | | | |
| | Moisture mitigation | 2,233 | sf | 1.50 | 3,350 | | | |
| | Shluter/floor transition allowances | 1 | ls | 500.00 | 500 | | | |
| | SUBTOTAL | | | | | 22,270 | | |
| | 098413 SOUND ABSORBING PANELS | | | | | | | |
| | Fabric wrapped acoustic panels (Multipurpose Room) - allowance | 370 | sf | 38.00 | 14,060 | | | |
| | SUBTOTAL | | | | | 14,060 | | |
| | TOTAL - FINISHES | | | | | | \$764,520 | |
| | 10 - SPECIALTIES | | | | | | | |
| | 101100 VISUAL DISPLAY BOARDS | | | | | | | |
| | Marker boards | 200 | sf | 22.00 | 4,400 | | | |
| | Tack boards | 32 | sf | 21.00 | 672 | | | |
| | Monitor/TV, NIC | 4 | ea | | FFE | | | |
| | SUBTOTAL | | | | | 5,072 | | |
| | 101200 DISPLAY CASES | | | | | | | |
| | Glass encased bulletin board | 1 | ls | 10,560.00 | 10,560 | | | |
| | SUBTOTAL | | | | | 10,560 | | |
| | 101400 SIGNAGE | | | | | | | |
| | Entry Sign | 1 | ls | 8,000.00 | w/ site | | | |
| | Exterior building sign | 1 | ea | 5,000.00 | 5,000 | | | |
| | Code and wayfinding signage | 18,875 | gsf | 0.35 | 6,606 | | | |
| | Room Signs | 65 | ea | 120.00 | 7,800 | | | |
| | Cast bronze plaque | 1 | ls | 5,000.00 | 5,000 | | | |
| | SUBTOTAL | | | | | 24,406 | | |



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NEW BUILDING

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102110 TOILET COMPARTMENTS

HDPE toilet compartments

ADA

2 ea 1,800.00 3,600

Standard

6 ea 1,400.00 8,400

Urinal Screen

1 ea 550.00 550

SUBTOTAL

12,550

102600 CORNER GUARDS

Wall protection

1 ls 2,000.00 2,000

SUBTOTAL

2,000

102800 TOILET ACCESSORIES

Individual bathrooms

5 rms 600.00 3,000

Gang bathrooms

2 rms 2,350.00 4,700

Custodian closet

1 rms 500.00 500

Shower seat

1 ea 350.00 350

Premium for hand dryers, allow

4 ea 800.00 3,200

SUBTOTAL

11,750

103000 MISCELLANEOUS SPECIALTIES

Kiln; electric

1 ls 3,500.00 3,500

Spray booth

1 ls 6,000.00 6,000

Ventless gas fireplace; recessed

1 ls 5,000.00 5,000

SUBTOTAL

14,500

104300 DEFIBRILLATOR CABINETS

AED

3 ea 1,100.00 3,300

SUBTOTAL

3,300

104400 FIRE PROTECTION SPECIALTIES

Fire extinguisher cabinets

5 ea 350.00 1,750

SUBTOTAL

1,750

105113 LOCKERS

Staff lockers

assumed not required

SUBTOTAL

TOTAL - SPECIALTIES

\$85,888

11 - EQUIPMENT

113100 APPLIANCES

Refrigerator, under counter (Cafe)

1 ea 1,000.00 1,000

SUBTOTAL

1,000

114000 FOOD SERVICE EQUIPMENT

Allowance for Commercial Kitchen appliances: ADA compliant oven, cooktop/vent, dishwasher, serving counter, garbage disposer; refrigerators, freezers etc.

1 ls 175,000.00 175,000

SUBTOTAL

175,000

115213 PROJECTION SCREENS

Multipurpose room screen; allowance

1 ea 4,500.00 4,500

SUBTOTAL

4,500



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|----------|-------------|-----|------|-----------|------------|-----------|------------|
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NEW BUILDING

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116600 EQUIPMENT

Fitness equipment

NIC

SUBTOTAL

TOTAL - EQUIPMENT

\$180,500

12 - FURNISHINGS

122410 WINDOW TREATMENT

Manual shades at exterior windows

1,622 sf

9.00

14,598

SUBTOTAL

14,598

123000 FIXED CASEWORK

All cabinetry included with millwork

SUBTOTAL

125000 OFFICE FURNITURE

Office furniture

NIC

SUBTOTAL

TOTAL - FURNISHINGS

\$14,598

14 - CONVEYING SYSTEMS

144000 ELEVATORS

No work in this section

SUBTOTAL

TOTAL - CONVEYING

21 - FIRE SUPPRESSION

210000 FIRE PROTECTION

Fire Protection System

Complete system; includes coverage in attic + combustible voids

18,875

gsf

12.00

226,500

SUBTOTAL

226,500

TOTAL - FIRE SUPPRESSION

\$226,500

22 - PLUMBING

220000 PLUMBING

Plumbing system; complete package

37

ft

9,000.00

333,000

SUBTOTAL

333,000

TOTAL - PLUMBING

\$333,000

23 - HVAC

Plumbing costs reviewed by consulting engineer and are appropriate.



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|----------|-------------|-----|------|-----------|------------|-----------|------------|
|----------|-------------|-----|------|-----------|------------|-----------|------------|

NEW BUILDING

| | | | | | | | |
|-----|--|--------|------|-----------|---------|-----------|--|
| 520 | 230000 HVAC | | | | | | |
| 521 | <u>Equipment</u> | | | | | | |
| 522 | Energy recovery ventilator, DX w/heat wheel, 900 CFM | 3 | ea | 18,000.00 | 54,000 | | |
| 523 | Energy recovery ventilator, DX w/heat wheel, 300 CFM | 8 | ea | 6,000.00 | 48,000 | | |
| 524 | MUA at kitchen; 1,200 CFM with MERV 13 filtration | 1 | ea | 7,500.00 | 7,500 | | |
| 525 | Condensing unit ACC, 8 ton | 1 | ea | 13,000.00 | 13,000 | | |
| 526 | Cabinet unit heaters, electric 3 KW | 4 | ea | 2,000.00 | 8,000 | | |
| 527 | Kitchen exhaust fan KEF | 1 | ea | 3,500.00 | 3,500 | | |
| 528 | Exhaust fan EF-1, 725 CFM | 1 | ea | 2,200.00 | 2,200 | | |
| 529 | Exhaust fan EF-2, 125 CFM | 1 | ea | 1,400.00 | 1,400 | | |
| 530 | Exhaust fan EF-3, 125 CFM | 1 | ea | 1,400.00 | 1,400 | | |
| 531 | Misc. Equipment | 18,875 | sf | 0.50 | 9,438 | | |
| 532 | <u>VRF System</u> | | | | | | |
| 533 | FCU's | 34 | ea | 2,200.00 | 74,800 | | |
| 534 | Central controller | 1 | ls | 15,000.00 | 15,000 | | |
| 535 | VRF condensing units | 61 | tons | 2,400.00 | 146,400 | | |
| 536 | <u>Sheet metal & Accessories</u> | | | | | | |
| 537 | Galvanized ductwork with fittings & hangers | 11,325 | lbs | 18.00 | 203,850 | | |
| 538 | Duct insulation | 6,795 | sf | 6.00 | 40,770 | | |
| 539 | Hospital grade duct liner | 1 | ea | 5,000.00 | 5,000 | | |
| 540 | Registers, grilles & diffusers | 38 | ea | 225.00 | 8,550 | | |
| 541 | Sound attenuators | 8 | ea | 1,500.00 | 12,000 | | |
| 542 | Motorized damper & louver | 1 | ls | 3,500.00 | 3,500 | | |
| 543 | Miscellaneous duct accessories | 18,875 | sf | 0.50 | 9,438 | | |
| 544 | <u>Refrigerant Piping</u> | | | | | | |
| 545 | Refrigerant piping | 4,000 | lf | 40.00 | 160,000 | | |
| 546 | <u>Condensate Drain Piping</u> | | | | | | |
| 547 | Condensate drain piping with fittings & hangers | 1,510 | lf | 30.00 | 45,300 | | |
| 548 | <u>Piping Insulation</u> | | | | | | |
| 549 | Piping insulation | 5,510 | lf | 14.00 | 77,140 | | |
| 550 | <u>Automatic Temperature Controls</u> | | | | | | |
| 551 | Automatic temperature controls DDC, incl attic | 18,875 | sf | 6.00 | 113,250 | | |
| 552 | <u>Balancing</u> | | | | | | |
| 553 | System testing & balancing | 18,875 | sf | 1.00 | 18,875 | | |
| 554 | <u>Miscellaneous</u> | | | | | | |
| 555 | Coordination & BIM | 1 | ls | 14,000.00 | 14,000 | | |
| 556 | Coring, sleeves & fire stopping | 1 | ls | 3,500.00 | 3,500 | | |
| 557 | Equipment start-up and inspection | 1 | ls | 3,000.00 | 3,000 | | |
| 558 | Commissioning support | 1 | ls | 2,200.00 | 2,200 | | |
| 559 | Rigging & equipment rental | 1 | ls | 12,000.00 | 12,000 | | |
| 560 | Vibration & seismic restraints | 1 | ls | 3,500.00 | 3,500 | | |
| 561 | Permit fees | | | | waived | | |
| 562 | SUBTOTAL | | | | | 1,120,511 | |

TOTAL - HVAC

\$1,120,511

26 - ELECTRICAL

Mechanical costs reviewed by consulting engineer and are appropriate.

| | | | | | | | |
|-----|-----------------------------------|--------|----|-----------|--------|--|--|
| 569 | 260000 ELECTRICAL | | | | | | |
| 570 | <u>Gear & Distribution</u> | | | | | | |
| 571 | <u>Normal Power</u> | | | | | | |
| 572 | Digital monitoring | 1 | ls | 15,000.00 | 15,000 | | |
| 573 | 600A main distribution panelboard | 1 | ea | 30,000.00 | 30,000 | | |
| 574 | Panelboards + feeders | 18,875 | sf | 2.80 | 52,850 | | |



Wilmington Senior Center
New Construction
Wilmington, MA

17-Aug-22

Schematic Design Estimate

GFA

18,875

| CSI CODE | DESCRIPTION | QTY | UNIT | UNIT COST | EST'D COST | SUB TOTAL | TOTAL COST |
|----------|-------------|-----|------|-----------|------------|-----------|------------|
|----------|-------------|-----|------|-----------|------------|-----------|------------|

NEW BUILDING

| | | | | | | | |
|-----|---|--------|-----|-----------|---------|-------|---------|
| 575 | <u>Emergency Power</u> | | | | | | |
| 576 | 100kW natural gas generator in WP SA enclosure | 1 | ea | 60,000.00 | | ALT 2 | |
| 577 | Annunciator | 1 | ea | 2,500.00 | | ALT 2 | |
| 578 | Rigging | 1 | ea | 10,000.00 | | ALT 2 | |
| 579 | 400A ATS | 1 | ea | 8,130.00 | | ALT 2 | |
| 580 | 100A ATS | 1 | ea | 3,985.00 | | ALT 2 | |
| 581 | ESL Storm switch | 1 | ls | 15,000.00 | | ALT 2 | |
| 582 | 400A panelboard | 1 | ea | 15,000.00 | | ALT 2 | |
| 583 | 100A panelboard | 1 | ea | 2,500.00 | | ALT 2 | |
| 584 | 400A feed | 25 | lf | 195.00 | | ALT 2 | |
| 585 | 100A feed | 15 | lf | 38.00 | | ALT 2 | |
| 586 | Gas service | 1 | ls | 10,000.00 | | ALT 2 | |
| 587 | <u>Equipment Wiring</u> | | | | | | |
| 588 | VRF unit feed and connection (outdoor) | 1 | ea | 8,500.00 | 8,500 | | |
| 589 | VRF cond. pump feed and connection (indoor) | 34 | ea | 450.00 | 15,300 | | |
| 590 | ACC feed and connection | 1 | ea | 3,500.00 | 3,500 | | |
| 591 | ERV feed and connection | 11 | ea | 5,000.00 | 55,000 | | |
| 592 | EF feed and connection | 3 | ea | 1,000.00 | 3,000 | | |
| 593 | Branch controller | 1 | ea | 750.00 | 750 | | |
| 594 | PV future connections + conduits | 1 | ls | 7,500.00 | 7,500 | | |
| 595 | <u>Kitchen Equipment</u> | | | | | | |
| 596 | Kitchen equipment feed and connections | 1 | ls | 10,000.00 | 10,000 | | |
| 597 | Kitchen hood exhaust fan | 1 | ea | 2,000.00 | 2,000 | | |
| 598 | SUBTOTAL | | | | | | 203,400 |
| 599 | | | | | | | |
| 600 | D5020 LIGHTING & POWER | | | | | | |
| 601 | <u>Lighting</u> | | | | | | |
| 602 | Lighting F+I Allowance | 18,875 | sf | 8.50 | 160,438 | | |
| 603 | <u>Lighting Controls</u> | | | | | | |
| 604 | Network Lighting control system (spec) | 18,875 | sf | 1.50 | 28,313 | | |
| 605 | | | | | | | |
| 606 | Device plates + wiring etc. | 18,875 | sf | 6.50 | 122,688 | | |
| 607 | <u>Branch Power</u> | | | | | | |
| 608 | Receptacles + wiring | 18,875 | sf | 3.00 | 56,625 | | |
| 609 | SUBTOTAL | | | | | | 368,064 |
| 610 | | | | | | | |
| 611 | D5030 COMMUNICATION & SECURITY SYSTEMS | | | | | | |
| 612 | <u>Fire Alarm</u> | | | | | | |
| 613 | Fire alarm system; complete | 18,875 | sf | 4.50 | 84,938 | | |
| 614 | <u>Bi-Directional Amplification System (BDA)</u> | | | | | | |
| 615 | BDA/DAS system | 1 | ls | 35,000.00 | ALT #1 | | |
| 616 | <u>Telephone/Data/CATV</u> | | | | | | |
| 617 | Devices + Cat 6A cable | 18,875 | sf | 3.00 | 56,625 | | |
| 618 | <u>Audio/Visual</u> | | | | | | |
| 619 | Rough-in only with conduits and backboxes | 1 | loc | 2,500.00 | 2,500 | | |
| 620 | Sound system - Multipurpose | 1 | ls | 10,000.00 | 10,000 | | |
| 621 | <u>Security System</u> | | | | | | |
| 622 | Security allowance | 18,875 | sf | 5.00 | 94,375 | | |
| 623 | SUBTOTAL | | | | | | 248,438 |
| 624 | | | | | | | |
| 625 | D5040 OTHER ELECTRICAL SYSTEMS | | | | | | |
| 626 | <u>Miscellaneous</u> | | | | | | |



Wilmington Senior Center
New Construction
Wilmington, MA

17-Aug-22

Schematic Design Estimate

GFA

18,875

| CSI CODE | DESCRIPTION | QTY | UNIT | UNIT COST | EST'D COST | SUB TOTAL | TOTAL COST |
|----------|-------------|-----|------|-----------|------------|-----------|------------|
|----------|-------------|-----|------|-----------|------------|-----------|------------|

NEW BUILDING

NIC

| | | | | | | | |
|-----|-----------------------------|---|----|-----------|--|--------|--------|
| 627 | Lightning protection system | | | | | | |
| 628 | Grounding & bonding | 1 | ls | 5,000.00 | | 5,000 | |
| 629 | Coordination study | 1 | ls | 5,000.00 | | 5,000 | |
| 630 | Temp power and lights | 1 | ls | 12,000.00 | | 12,000 | |
| 631 | Coordination & BIM | 1 | ls | 21,000.00 | | 21,000 | |
| 632 | Fees & Permits | 1 | ls | | | waived | |
| 633 | SUBTOTAL | | | | | | 43,000 |

| | | | | | | | |
|-------------------------|--|--|--|--|--|--|------------------|
| TOTAL ELECTRICAL | | | | | | | \$862,902 |
|-------------------------|--|--|--|--|--|--|------------------|

31 EARTHWORK

Electrical costs reviewed by consulting engineer and are appropriate.

312000 EARTH WORK

| | | | | | | | |
|-----|--|--------|----|----------|--|---------|---------|
| 641 | <u>Strip footings</u> | | | | | | |
| 642 | Excavation | 752 | cy | 16.00 | | 12,032 | |
| 643 | Store on site | 752 | cy | 9.00 | | 6,768 | |
| 644 | Backfill with existing material | 647 | cy | 10.00 | | 6,470 | |
| 645 | <u>Spread footings</u> | | | | | | |
| 646 | Excavation | 265 | cy | 16.00 | | 2,464 | |
| 647 | Store on site | 265 | cy | 9.00 | | 2,385 | |
| 648 | Backfill with existing material | 230 | cy | 10.00 | | 2,300 | |
| 649 | <u>Miscellaneous</u> | | | | | | |
| 650 | Reuse surplus material on-site | 1,187 | cy | 10.00 | | 11,870 | |
| 651 | Gravel fill beneath footings, 6" | 51 | cy | 35.00 | | 1,785 | |
| 652 | Perimeter drain | 725 | lf | 18.00 | | NR | |
| 653 | Dewatering for foundation work | 1 | ls | 1,500.00 | | 1,500 | |
| 654 | <u>Slab on grade</u> | | | | | | |
| 655 | Excavation for building pad | 1,047 | cy | 16.00 | | 16,752 | |
| 656 | Compacted granular fill, 12" | 699 | cy | 38.00 | | 26,562 | |
| 657 | Remove unsuitable material + substitute structural fill; 2.5FT thick | 1,748 | cy | 60.00 | | 104,880 | |
| 658 | Compact sub-grade | 18,875 | sf | 0.55 | | 10,381 | |
| 659 | E & B for underslab plumbing | 18,875 | sf | 1.00 | | 18,875 | |
| 660 | SUBTOTAL | | | | | | 225,024 |

| | | | | | | | |
|---------------------------------------|--|--|--|--|--|--|------------------|
| TOTAL, DIVISION 31 - EARTHWORK | | | | | | | \$225,024 |
|---------------------------------------|--|--|--|--|--|--|------------------|



Schematic Design Estimate

| CSI CODE | DESCRIPTION | QTY | UNIT | UNIT COST | EST'D COST | SUB TOTAL | TOTAL COST |
|----------|-------------|-----|------|-----------|------------|-----------|------------|
|----------|-------------|-----|------|-----------|------------|-----------|------------|

SITework

261,360 sf -

31 EARTHWORK

311000 SITE PREPARATION

| | | | | |
|------------------------------------|-------|-------|-----------|--------|
| Site construction fence/barricades | 2,445 | lf | 18.00 | 44,010 |
| Construction entrance | 1 | ls | 5,000.00 | 5,000 |
| Remove trees and stumps | 5 | acres | 9,500.00 | 47,500 |
| Miscellaneous demolition | 1 | ls | 15,000.00 | 15,000 |

SITE CLEARING

Topsoil management

| | | | | |
|---|--------|----|-------|---------|
| Strip topsoil & forest mat; 18" thick - stockpile topsoil for reuse | 10,944 | cy | 10.00 | 109,440 |
| Dispose of excess forest mat | 5,472 | cy | 16.00 | 87,552 |

SUBTOTAL

308,502

312000 EARTH WORK

Site Earthwork

| | | | | |
|---|--------|----|-----------|---------|
| Dewatering | 1 | ls | 10,000.00 | 10,000 |
| General cuts/fills/rough grading; assumed balanced site | 9,259 | cy | 12.00 | 111,108 |
| Fine grading | 16,261 | sy | 1.75 | 28,457 |

Hazardous Waste Remediation

| | | | | |
|--|--|--|--|-----|
| Dispose/treat contaminated soils/water | | | | NIC |
|--|--|--|--|-----|

SUBTOTAL

149,565

312500 EROSION AND SEDIMENTATION CONTROLS

| | | | | |
|---------------------------------------|-------|----|-----------|--------|
| Silt control, Compost filter tubes | 2,505 | lf | 9.00 | 22,545 |
| Silt fence maintenance and monitoring | 1 | ls | 10,000.00 | 10,000 |

SUBTOTAL

32,545

| | | | | | | |
|--|--|--|--|--|--|------------------|
| TOTAL, DIVISION 31 - EARTHWORK and SITE PREPARATION | | | | | | \$490,612 |
|--|--|--|--|--|--|------------------|

32 EXTERIOR IMPROVEMENTS

321000 PAVING AND CURBING

BITUMINOUS PAVING

Bituminous Paving

| | | | | |
|-----------------------------------|--------|-----|--------|---------|
| gravel base; 24" thick | 75,247 | sf | | |
| asphalt; 3.5" thick | 5,574 | cy | 55.00 | 306,570 |
| Vertical + flush granite curb; 6" | 8,361 | sy | 44.00 | 367,884 |
| Pre-cast concrete curb; 6" | 636 | lf | 40.00 | 25,440 |
| Flush integral concrete curb | 3,322 | lf | 30.00 | 99,660 |
| Curb cuts | 383 | lf | 28.00 | 10,724 |
| Wheel stop | 6 | loc | 900.00 | 5,400 |
| Signage | 31 | ea | 260.00 | 8,060 |
| | 18 | ea | 600.00 | 10,800 |

CONCRETE PAVING

Concrete Walkways

| | | | | |
|--------------------------------------|--------|----|-------|---------|
| gravel base; 8" thick | 14,160 | sf | | |
| concrete; 5" thick with broom finish | 351 | cy | 55.00 | 19,305 |
| ADA ramps | 14,160 | sf | 13.00 | 184,080 |

See curb cuts above

Stamped + Colored Concrete

| | | | | |
|--|-------|----|-------|---------|
| gravel base; 8" thick | 5,500 | sf | | |
| concrete; 5" thick stamped and colored | 247 | cy | 55.00 | 13,585 |
| | 9,961 | sf | 18.00 | 179,298 |

Transformer Pad / Generator Pad / Dumpster Pad

| | | | | |
|-----------------------|-------|----|-------|--------|
| gravel base; 8" thick | 53 | cy | 55.00 | 2,915 |
| concrete; 8" thick | 1,444 | sf | 18.00 | 25,992 |

SUBTOTAL

1,259,713

Schematic Design Estimate

| CSI CODE | DESCRIPTION | QTY | UNIT | UNIT COST | EST'D COST | SUB TOTAL | TOTAL COST |
|----------|-------------|-----|------|-----------|------------|-----------|------------|
|----------|-------------|-----|------|-----------|------------|-----------|------------|

SITEWORK

| | | | | | | | |
|----|--|-------|-------|----------|---------|--|---------|
| 60 | 323000 SITE IMPROVEMENTS | | | | | | |
| 61 | | | | | | | |
| 62 | <u>PAVEMENT MARKINGS</u> | | | | | | |
| 63 | Road markings | 1 | ls | 5,000.00 | 5,000 | | |
| 64 | Single solid lines, 4" thick | 151 | space | 25.00 | 3,775 | | |
| 65 | ADA hatching-allow | 14 | space | 45.00 | 630 | | |
| 66 | No parking lane striping | 1,500 | sf | 12.00 | 18,000 | | |
| 67 | Crosswalks | 765 | sf | 12.00 | 9,180 | | |
| 68 | | | | | | | |
| 69 | <u>RAILINGS/FENCES/WALLS</u> | | | | | | |
| 70 | Fencing at generator & transformer | 226 | lf | 75.00 | 16,950 | | |
| 71 | Gate at generator, trash & transformer | 3 | pr | 1,250.00 | 3,750 | | |
| 72 | Gate at trash | 1 | ea | 750.00 | 750 | | |
| 73 | | | | | | | |
| 74 | <u>FLAGPOLES</u> | | | | | | |
| 75 | Flagpole, allow | 1 | loc | 7,500.00 | 7,500 | | |
| 76 | | | | | | | |
| 77 | <u>SITE IMPROVEMENTS</u> | | | | | | |
| 78 | PT pickleball courts | 7,200 | sf | 30.00 | 216,000 | | |
| 79 | Fencing pickleball courts | 600 | lf | 125.00 | 75,000 | | |
| 80 | Bollards; painted steel | 30 | ea | 1,000.00 | 30,000 | | |
| 81 | Raised planters | 22 | ea | 900.00 | 19,800 | | |
| 82 | Bench | 5 | ea | 2,500.00 | 12,500 | | |
| 83 | Pergola | 425 | sf | 90.00 | 38,250 | | |
| 84 | Bocce court | 765 | sf | 25.00 | 19,125 | | |
| 85 | Bike rack and pad- no shelter | 1 | ea | 7,000.00 | 7,000 | | |
| 86 | SUBTOTAL | | | | | | 483,210 |

329200 LANDSCAPING

328400 PLANTING IRRIGATION

Irrigation 50,000 sf 1.25 assumed not required

| <u>TURE AND GRASSES</u> | | | | | | | |
|-------------------------|--|--------|----|----------|---------|--|---------|
| <u>Lawn</u> | | | | | | | |
| | Soil amend existing stockpiled soil for new lawn | 5,472 | cy | 24.00 | 131,328 | | |
| | Loam and seed | 50,000 | sf | 1.50 | 75,000 | | |
| <u>PLANTINGS</u> | | | | | | | |
| | Trees | 54 | ea | 1,500.00 | 81,000 | | |
| | Shrubs/plants/groundcover | 5,000 | sf | 6.00 | 30,000 | | |
| | SUBTOTAL | | | | | | 287,328 |

Down from 54

Down from 10,000

Reduction of Plantings

TOTAL, DIVISION 32 - EXTERIOR IMPROVEMENTS \$2,030,251

33 UTILITIES

330000 STORM DRAINAGE

| | | | | | | | |
|--|--------------------|---|----|------------|---------|--|---------|
| | Stormwater package | 1 | ls | 500,000.00 | 500,000 | | |
| | SUBTOTAL | | | | | | 500,000 |

331000 WATER SERVICE AND FIRE MAINS

| | | | | | | | |
|---|---------------------------|-----|-----|----------|--------|--|--|
| <u>Water supply: Pricing includes E&B and bedding</u> | | | | | | | |
| | New DI piping; 6", fire | 117 | lf | 110.00 | 12,870 | | |
| | New DI piping; 6", water | 120 | lf | 45.00 | 5,400 | | |
| | Thrust blocking allowance | 4 | loc | 850.00 | 3,400 | | |
| | Connect to existing | 2 | loc | 8,000.00 | 16,000 | | |
| | FD connection | 1 | ea | 2,000.00 | 2,000 | | |



Wilmington Senior Center
 New Construction
 Wilmington, MA

17-Aug-22

Schematic Design Estimate

| CSI CODE | DESCRIPTION | QTY | UNIT | UNIT COST | EST'D COST | SUB TOTAL | TOTAL COST | |
|-----------------|--|--------|------|-----------|------------|---------------|--------------------|--|
| SITework | | | | | | | | |
| 120 | Fire hydrant, allow | 1 | ea | 4,500.00 | 4,500 | | | |
| 121 | SUBTOTAL | | | | | 44,170 | | |
| 122 | | | | | | | | |
| 123 | 333000 SANITARY SEWERAGE | | | | | | | |
| 124 | Grease tank | 1 | ls | 14,000.00 | 14,000 | | | |
| 125 | Manhole | 2 | ea | 4,500.00 | 9,000 | | | |
| 126 | Connect to existing | 1 | ls | 3,000.00 | 3,000 | | | |
| 127 | Sewer line | 101 | lf | 90.00 | 9,090 | | | |
| 128 | SUBTOTAL | | | | | 35,090 | | |
| 129 | | | | | | | | |
| 130 | 335000 GAS SERVICES | | | | | | | |
| 131 | E&B trench for new gas pipe - install by utility co. | 159 | lf | 22.00 | 3,498 | | | |
| 132 | Gas Meter | | | | NIC | | | |
| 133 | SUBTOTAL | | | | | 3,498 | | |
| 134 | | | | | | | | |
| 135 | 336000 ELECTRICAL SERVICES | | | | | | | |
| 136 | <u>Site Electrical Civil Work</u> | | | | | | | |
| 137 | Concrete: | | | | | | | |
| 138 | Primary duct bank | 115 | lf | 35.00 | 4,025 | | | |
| 139 | Secondary service duct bank | 20 | lf | 55.00 | 1,100 | | | |
| 140 | Generator/FP service duct bank | 30 | lf | 35.00 | 1,050 | | | |
| 141 | Telecommunications duct bank | 115 | lf | 35.00 | 4,025 | | | |
| 142 | Excavation and backfill | | | | | | | |
| 143 | Primary duct bank | 115 | lf | 30.00 | 3,450 | | | |
| 144 | Secondary service duct bank | 20 | lf | 40.00 | 800 | | | |
| 145 | Generator/FP service duct bank | 30 | lf | 30.00 | 900 | | | |
| 146 | Telecommunications duct bank | 115 | lf | 30.00 | 3,450 | | | |
| 147 | <u>Power riser</u> | 1 | ea | 1,500.00 | 1,500 | | | |
| 148 | Primary ductbank (concrete encased 2-4" empty) | 115 | lf | 50.00 | 5,750 | | | |
| 149 | Pad mount transformer | 1 | ea | | | By Utility Co | | |
| 150 | Secondary ductbank | 20 | lf | 390.00 | 7,800 | | | |
| 151 | Communications riser | 1 | ea | 1,500.00 | 1,500 | | | |
| 152 | Communications ductbank 4-4" empty | 115 | lf | 100.00 | 11,500 | | | |
| 153 | Generator service | 30 | lf | 250.00 | 7,500 | | | |
| 154 | EV station and circuitry | 3 | loc | 12,000.00 | 36,000 | | | |
| 155 | <u>Site Lighting</u> | | | | | | | |
| 156 | Site lighting allowance | 75,247 | sf | 1.50 | 112,871 | | | |
| 157 | <u>Site Security</u> | | | | | | | |
| 158 | Building mounted cameras | | | | | See Building | | |
| 159 | SUBTOTAL | | | | | 203,221 | | |
| 160 | | | | | | | | |
| 161 | TOTAL, DIVISION 33 - UTILITIES | | | | | | 785,979 | |
| 162 | | | | | | | | |
| 163 | TOTAL - SITE DEVELOPMENT | | | | | | \$3,306,842 | |

Wilmington Senior Center / COA

Initial Appropriation \$650,000.00
 Construction Approp \$17,231,000.00
 Total \$17,881,000.00

Designer: Dietz and Company
 Contractor:

| Description | Original Budget | Adjustments | Actual Budget | Committed Funds | Paid to Date | Percent Complete | Balance to Finish |
|---|---------------------|------------------------|------------------------|-----------------------|---------------------|-------------------|------------------------|
| P3: Project Planning Professionals | | | | | | | |
| Schematic Design - Phase I | \$75,000.00 | | \$75,000.00 | \$75,000.00 | \$1,500.00 | 42% | \$43,500.00 |
| Design Development - Phase II | \$0.00 | \$35,000.00 | \$35,000.00 | \$35,000.00 | \$0.00 | 0% | \$35,000.00 |
| Construction Documents - Phase II | \$0.00 | \$55,000.00 | \$55,000.00 | \$55,000.00 | \$0.00 | 0% | \$55,000.00 |
| Bidding | \$0.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$0.00 | 0% | \$10,000.00 |
| Contract Admin / Proj Management | \$0.00 | \$260,000.00 | \$260,000.00 | \$260,000.00 | \$0.00 | 0% | \$260,000.00 |
| Completion Phase | \$0.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$0.00 | 0% | \$10,000.00 |
| Additional Services: | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0% | \$0.00 |
| Subtotal | \$75,000.00 | \$370,000.00 | \$445,000.00 | \$445,000.00 | \$31,500.00 | 7% | \$413,500.00 |
| Dietz and Company | | | | | | | |
| Schematic Design | \$175,000.00 | | \$175,000.00 | \$175,000.00 | \$103,000.00 | 59% | \$72,000.00 |
| Design Development | \$0.00 | \$85,000.00 | \$85,000.00 | \$85,000.00 | \$0.00 | 0% | \$85,000.00 |
| Construction Documents | \$0.00 | \$485,000.00 | \$485,000.00 | \$485,000.00 | \$0.00 | 0% | \$485,000.00 |
| Bidding | \$0.00 | \$25,000.00 | \$25,000.00 | \$25,000.00 | \$0.00 | 0% | \$25,000.00 |
| Construction Administration | \$0.00 | \$225,000.00 | \$225,000.00 | \$225,000.00 | \$0.00 | 0% | \$225,000.00 |
| Completion Phase | \$0.00 | \$25,000.00 | \$25,000.00 | \$25,000.00 | \$0.00 | 0% | \$25,000.00 |
| Traffic | \$0.00 | \$16,975.00 | \$16,975.00 | \$16,975.00 | \$0.00 | 0% | \$16,975.00 |
| FF&E | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0% | \$0.00 |
| Survey | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0% | \$0.00 |
| Subtotal | \$175,000.00 | \$861,975.00 | \$1,036,975.00 | \$1,036,975.00 | \$103,000.00 | 10% | \$933,975.00 |
| Contractor | | | | | | | |
| | \$0.00 | \$14,800,000.00 | \$14,800,000.00 | \$0.00 | \$0.00 | 0% | \$0.00 |
| | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0% | \$0.00 |
| | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0% | \$0.00 |
| | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0% | \$0.00 |
| | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0% | \$0.00 |
| | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0% | \$0.00 |
| Subtotal | \$0.00 | \$14,800,000.00 | \$14,800,000.00 | \$0.00 | \$0.00 | 0% | \$0.00 |
| Owner Expenses | | | | | | | |
| FF & E | \$0.00 | \$300,000.00 | \$300,000.00 | \$0.00 | \$0.00 | 0% | \$0.00 |
| Other - Equipment | \$5,000.00 | \$15,000.00 | \$20,000.00 | \$5,000.00 | \$962.50 | 19% | \$4,037.50 |
| Utility Mitigation | \$0.00 | \$50,000.00 | \$50,000.00 | \$0.00 | \$0.00 | 0% | \$0.00 |
| IT/Telephony | \$0.00 | \$75,000.00 | \$75,000.00 | \$0.00 | \$0.00 | 0% | \$0.00 |
| Testing and Commissioning (Cx) | \$20,000.00 | \$40,000.00 | \$40,000.00 | \$0.00 | \$0.00 | 0% | \$0.00 |
| Geotechnical | \$20,000.00 | \$25,000.00 | \$45,000.00 | \$20,000.00 | \$0.00 | 0% | \$20,000.00 |
| Survey | \$20,000.00 | \$10,000.00 | \$30,000.00 | \$14,000.00 | \$0.00 | 0% | \$14,000.00 |
| CONTINGENCY | \$355,000.00 | \$90,000.00 | \$745,000.00 | \$0.00 | \$0.00 | Percent of | \$14,800,000.00 |
| | | | | | 5.0% | | |
| Subtotal | \$400,000.00 | \$905,000.00 | \$1,305,000.00 | \$0.00 | \$962.50 | 0% | \$24,037.50 |
| Project Totals | \$650,000.00 | \$16,936,975.00 | \$17,586,975.00 | \$1,520,975.00 | \$135,462.50 | 9% | \$1,371,512.50 |
| | | | \$16,360,025.00 | | | | |

\$17,586,000.00 Total Cost
 \$355,000.00 Balance of Study
 \$17,231,000.00 Appropriation Needed



Town of Wilmington
Office of the Town Manager
121 Glen Road
Wilmington, MA 01887-3597

PHONE: (978) 658-3311

FAX: (978) 658-3334

TTY: (978) 694-1417

TO: Board of Selectmen

FROM: Susan L, Inman, Assistant Town Manager/Human Resources Director

DATE: August 18, 2022

RE: Sealer of Weights and Measures

In 2022, the State notified Wilmington that due to its population, the State would no longer provide the Sealer of Weights and Measures services received in past years. There were many communities in Massachusetts who received similar notifications. Our office consulted with various communities for opportunities to share sealer services and reached out to David Tilton, Northern Middlesex Council of Governments, to find a solution for the Town of Wilmington.

With assistance from various sources including the Massachusetts Division of Standards, we were able to connect with the current Sealer of Weights and Measures for North Reading, Leonard Rose. Mr. Rose connected our office with Richard (Evans) Schultes, who Mr. Rose knew was looking to transition into the role. Mr. Schultes applied for the position and came with Mr. Rose to our office to discuss his potential acceptance of the position. Mr. Rose offered his services to help train Mr. Schultes. The Division of Standards has also offered their staff to come to Wilmington and assist in getting Mr. Schultes acclimated into the position.

The Town previously paid the State \$5,000 per year for sealer services. As Wilmington's previous rates (10+ years old) for the various inspections were out-of-date, our office has reestablished a rate schedule that mimics the State's rates. As in past practice, the Town will collect the associated fees which will partially support the purchase of equipment and payment of wages for the part-time Sealer of Weights and Measures.

Our office will provide advance notice to the impacted businesses to inform them of the pending fee changes and to introduce Mr. Schultes. The Town has purchased the necessary equipment, forms, and stickers for Mr. Schultes to execute the necessary inspections as the Town's Sealer of Weights and Measures.

The Town Manager has appointment Mr. Schultes. Mr. Schultes will attend the New Sealer Orientation offered through the Massachusetts Division of Standards on September 13th and 14th 8:30AM-3:00PM at the Marriot Hotel in Marlborough. The State has inspected the necessary locations as of June, and Mr. Schultes will have an appropriate amount of time to learn the inspection routine before any significant expirations are effective.



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TO: Board of Selectmen

FROM: Susan L, Inman, Assistant Town Manager/Human Resources Director

DATE: August 18, 2022

RE: Wilmington Community Television (WCTV)

WCTV has had a long-standing relationship with the Town of Wilmington providing local origination television services over the past thirty-five (35) years. Previously, a contract between the Town and WCTV existed in simple form but lapsed and was never renewed. At the request of the WCTV Board to again formalize the agreement, the Town has been negotiating with Ken Lord as a representative of the Board of Directors to create an updated contract. This contract has been reviewed and approved by the WCTV Board of Directors and by our legal counsel. This is a 10-year contract which will expire in year 2032.

**MEMORANDUM OF UNDERSTANDING
(MOU)**

BY AND BETWEEN

**THE BOARD OF SELECTMEN OF THE TOWN OF WILMINGTON, MA
(TOWN)**

AND

**WILMINGTON COMMUNITY TELEVISION, INC.
("WCTV")**

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") made this 12th day of September, 2022 by and between the Town of Wilmington, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 121 Glen Road, Wilmington, Massachusetts, hereinafter referred to as the "Town", and Wilmington Community Television, Inc., a non-profit Massachusetts corporation having a usual place of business at 10 Waltham Street, Wilmington, Massachusetts, hereinafter referred to as "WCTV".

WHEREAS, WCTV was incorporated on July 15, 1987 for the purpose of providing and supporting local public, educational, and governmental ("PEG") access programming; and

WHEREAS, WCTV has proposed to provide PEG access programming services for the Town; and

WHEREAS, the Board of Selectmen has determined that it is in the best interests of the Town of Wilmington to allow WCTV to provide PEG access programming services to the Town pursuant to the terms and conditions in this Memorandum of Understanding ("MOU"); and

WHEREAS, the Town has accepted the provisions of G.L. c. 44, §53F¾ for the purpose of establishing a separate revenue account to be known as the PEG Access and Cable Related Special Revenue Fund (the "PEG Access Fund") into which shall be deposited funds received in connection with the Verizon Final License and the Comcast Renewal License, which funds shall be appropriated only for cable related purposes consistent with the franchise agreements and in accordance with law.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the Board of Selectmen and WCTV agree as follows:

Section 2. Term

The term of this MOU shall commence upon the date first written above (the "Effective Date") and continue until September 12, 2032, unless sooner terminated as provided herein or surrendered.

Section 3. Access Provider/Corporation Services

Subject to staffing, equipment and studio resources WCTV shall seek to provide PEG access programming services, in addition to services of an educational nature in regards to the production of PEG media, to citizens, residents, businesses, government entities, and organizations within the Town as follows:

- (1) Schedule, operate and program the PEG access channels;
- (2) (A) Produce and cablecast governmental, education and community programming, including all Board of Selectmen, School Committee, Finance Committee, Annual Town Meetings and Special Town Meetings.
- (B) Memorial Day Services, the Little League Parade, the July 4th Celebration, Veterans Day Services, high school graduation, scholarship night and high school athletic competitions.
- (C) The Board of Appeals, Planning Board, Conservation Commission, Board of Health, Permanent Building Committee, Historical Commission, Board of Library Trustees and other general government boards, committees and commissions may request coverage of their meetings as they deem appropriate. Educational programs and events to be covered may include, but shall not be limited to, the High School Talent Show, Mr. & Mrs. Wilmington High School contest, Wilmington High School Program of Studies Night, Grade 8 Open House, Grade 9 Orientation, high school and middle school drama and musical performances (expressly subject to copyright permissions): the coverage/filming of the aforementioned school programs and events are subject to the request and/or permission of the School Superintendent or his/her designee. Additional government or community programming may be requested by the Board of Selectmen or the Town Manager or his/her designee and workshops and special meetings or other events may be requested for cablecasting by the School Committee or the School Superintendent or his/her designee. Notice that a board, committee, commission or department is seeking to have their public meeting covered by WCTV personnel must be given to the WCTV executive director or his/her designee not less than fourteen (14) calendar days in advance of the meeting date. WCTV and the Town shall seek to maintain a total of thirty (30) hours per month of cablecasting time (exclusive of set-up and take-down time) shall be available to the general government and school department to draw upon as needed to provide cablecasting of events. This thirty (30) hours shall be exclusive of obligations specified in Section 3(2)(A) above. Such requests shall be honored by WCTV on a first come, first serve basis. A record will be kept of all requests made via email,
- (D) General government and/or school department staff or volunteers, so long as they are sufficiently trained in the use of the WCTV equipment, and so long as they agree to be bound by and subject to WCTV's cable equipment use policy, shall be allowed to record the events without participation of WCTV staff; upon the recording and requisite editing, if any, the events shall be submitted to WCTV for cablecast. Such time for recording and cablecasting

may not be charged against the thirty (30) hours per month specified in Section 3(2) (C) above. Request to use all equipment required to record the Event shall be made to the WCTV executive director or his/her designee not Less than seven (7) calendar days in advance of the event.

Cablecasting shall include in-person meetings or remote meetings conducted via Zoom, Microsoft Teams or other electronic means that allow for such remote meetings;

- (3) Serve as a conduit to enable the general government or the school department to communicate with the community by providing information or directions that may include emergency notifications.
- (4) Manage annual funding, as described in Section 4 of this MOU;
- (5) Purchase and/or lease equipment, with the funds appropriated by Town Meeting from the PEG Access Fund;
- (6) Conduct training programs in the skills necessary to produce PEG access programming;
- (7) Provide technical assistance and production services to PEG Access Users;
- (8) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (9) Provide cablecasting time to non-profit entities for their production of publicity, fundraising, outreach, referral, and other support services to PEG Access Users;
- (10) Produce or assist Users in the production of Programming of interest to Subscribers and focusing on Town issues, events and activities; and
- (11) Accomplish such other tasks relating to the operation, scheduling, and/or management of the PEG Access Channels, facilities and equipment as appropriate and necessary.
- (12) Prepare an annual operating budget detailing the anticipated expenditures and a capital budget which details equipment or services in excess of \$20,000 with an expected useful life in excess of three years. These budgets shall be presented to the Town Manager each year by or before December 31st.

Section 4. **Annual Support for PEG Access**

WCTV shall receive an annual payment from the PEG Access Fund, payable in quarterly installments and subject to annual appropriation by Town Meeting. Within 14 days of receipt of payment from Verizon or Comcast, the Town of Wilmington will make these funds available to WCTV. These quarterly payments will be used for the above-listed services and for, among other things, salary, operating, and other related expenses connected with PEG Access programming and operations, as more fully set forth herein. This MOU shall be amended each year to reflect the budget as detailed by WCTV pursuant to Section 3(13) above.

Section 5 – this section left intentionally blank

Section 6. **Equipment Ownership**

(a) WCTV shall own all PEG Access equipment purchased with funding as provided in Sec. 4 , and WCTV shall be responsible for all maintenance, repair, and replacement of such equipment.

On or about July 31st of each year during the term of this MOU, WCTV shall provide the Board of Selectmen with a detailed annual financial report of all WCTV income and expenses, and an inventory of all equipment and all other assets owned by WCTV including purchase cost, year of purchase, current condition, and depreciated value.

Section 7. **Insurance**

At all times during the course of its operations within the term of this MOU, including the time for removal of facilities provided for herein, WCTV shall obtain, pay all premiums for, and file with the Board of Selectmen, on an annual basis, copies of the certificates of insurance for the following policies:

- (1) A business owner's property and liability policy, Director and Officer's liability policy, Errors and Omissions Policy (for access media), and worker's compensation policy, including Employers' Liability for a limit of at least One Millions (\$1,000,000), naming the Town, its officers, boards, commissions, agents, and employees including its designated members of the WCTV Board of Directors, as additional insureds and save them harmless on all claims on account of injury to or death of a person or persons or property damage, real or personal occasioned or alleged to have been occasioned by the construction, installation, maintenance, or operation of all PEG Access equipment or facilities, with a minimum liability of One Million Dollars (\$1,000,000.00) for injury or death to any one person in any one occurrence and Two Million Dollars (\$2,000,000.00) for injury or death to two (2) or more persons in any one occurrence.

- (2) A commercial automobile liability insurance for owned automobiles, non-owned (leased) automobiles and/or rented automobiles in the amount of:
 - (a) One Million Dollars (\$1,000,000.00) for bodily injury/property damage and consequent death per occurrence combined single limit;

- (3) The following conditions shall apply to the insurance policies required herein:
 - (a) Such insurance shall commence no later than the Effective Date of this MOU (or remain in force through this date and during the entire Term of this MOU).
 - (b) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.
 - (c) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State of Massachusetts.
 - (d) Evidence of insurance shall be submitted to the Board of Selectmen prior to commencement or continuation of any operations under this MOU, i.e., no later than the Effective Date of this MOU.
 - (e) WCTV's failure to procure or maintain the required insurance shall constitute a material breach of this MOU, under which the Board of Selectmen may revoke the designation of WCTV as the Access Provider/Corporation, in accordance with Section 14 infra.

- (4) WCTV shall submit to the Board of Selectmen, or its designee, on an annual basis, copies of all current certificates of insurance regarding all insurance policies as required herein. The Town of Wilmington shall be listed as an additional insured for each policy set forth in this Section.

- (5) The insurance policies required herein shall each contain an explicit endorsement stating that such insurance policies are intended to cover the liability assumed by WCTV under the terms of this MOU and shall contain the following endorsement:

It is hereby understood and agreed that this policy shall not be canceled, materially changed, or the amount of coverage thereof reduced until ten (10) days after receipt

of one (1) copy of a written notice of such intent to cancel, materially change, or reduce the coverage required herein.

Section 8. Indemnification

- (a) WCTV shall, at its sole cost and expense, indemnify and hold harmless the Town, its officials, boards, commissions, agents, and/or employees against all claims for damage due to the actions of WCTV, its employees, officers, or agents arising out of the provision of PEG access services under this MOU, including without limitation, damage to persons or property, both real and personal, caused by its operations. Indemnified expenses shall include, without limitation, all out-of-pocket expenses, such as attorney's fees, including the reasonable value of any services rendered by the Town Counsel. In the event that the Town employs outside counsel for the purposes set forth herein, WCTV shall pay the costs of such outside counsel for such services. This indemnification shall not apply to any damages and/or expenses caused by the Town's negligence and/or intentional act(s) and/or inaction(s).

Section 9. Nondiscrimination

WCTV shall not discriminate against any Person in its solicitation or Service on the basis of race, color, creed, religion, ancestry, and national origin, geographical location within the Town, sex, sexual preference, disability, age, marital status, or status with regard to public assistance. WCTV shall be subject to all other requirements of federal and State laws or regulations relating to nondiscrimination, through the term of this MOU.

Section 10. Recordkeeping

(a) Upon request by the Board of Selectmen, WCTV shall promptly submit to the Board of Selectmen any information regarding its business, operations, finances, and assets in such form and containing such detail as may be reasonably specified by the Board of Selectmen pertaining to the subject matter of this MOU, and which may be reasonably required to establish WCTV compliance with its obligations pursuant to this MOU.

(b) By July 31st of each year WCTV shall furnish the Board of Selectmen and /or its designee(s) with final financial statements sworn to by their President or Treasurer. Not later than one-hundred twenty (120) calendar days following the end of WCTV's fiscal year WCTV shall provide the Board of Selectmen with an audit of its prior year financial statements as completed by a certified public accountant.

(c) WCTV shall provide the Board of Selectmen with copies of all other reports required by State and/or federal law.

(d) WCTV shall provide the Board of Selectmen with copies of all material agreements entered into by WCTV, including, but not limited to: any lease agreement(s) for studio space, related to the provision of PEG access services pursuant to this MOU.

(e) Upon reasonable written notice, WCTV shall send one or more knowledgeable officers or directors to a Board of Selectmen meeting, to answer questions about any topic designated in writing by the Selectmen pertaining to this MOU or the operations of WCTV.

Section 11. Independent Contractor

WCTV acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this MOU, and shall not be considered an employee or agent of the Town for any purpose. The staff members of WCTV shall not be employees of the Town and are therefore not subject to any benefits or terms and conditions of employment of the Town. WCTV shall itself hire, evaluate, compensate, and terminate its own staff.

Section 12. Termination

WCTV shall be provided sixty (60) days' notice of the Board of Selectmen's intention to terminate this Agreement and, upon written request to the Selectmen, shall be given the opportunity to appear before the Selectmen within said 60-day period and appeal a termination decision, prior to its effective date. The decision of the Selectmen following any such appeal shall be final. A full accounting of all equipment, assets and property acquired by WCTV pursuant to this MOU shall be provided to the Town of Wilmington within sixty (60) days of the date of termination. The obligations of this Section 14 shall survive termination of this Memorandum of Understanding.

Section 13. Renewal

No later than sixty (60) days prior to the expiration of this MOU, the Board of Selectmen and WCTV shall meet to discuss the intent of the Town to renew this MOU.

Section 14. Severability

If any section, sentence, paragraph, term, or provision of this MOU is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term, or provision hereof, all of which shall remain in full force and effect for the term of the MOU.

Section 15. Force Majeure

If by reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: Acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; epidemics or pandemics; landslides; lightning; earthquakes; fires; hurricanes; tornados; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; and, unavailability of essential equipment, services, and/or materials beyond the control of the Access Provider/Corporation, the Board of Selectmen or the Town of Wilmington.

Section 16. Notices

a) Every notice to be served upon the Town shall be delivered, or sent by certified mail (postage prepaid) to the Board of Selectmen, Town Hall, 121 Glen Road Wilmington, Massachusetts 01887, or such other address that the Board of Selectmen may specify in writing to the Access Provider/Corporation. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(b) Every notice served upon WCTV shall be delivered or sent by certified mail (postage prepaid)

to WCTV, 10 Waltham Street, Wilmington, Massachusetts 01887, or such other address that WCTV may specify in writing to the Board of Selectmen. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

Section 17. Liability of the Town

The Town’s liability hereunder shall be to make all payments when they shall become due, and the Town shall be under no further obligation or liability, unless otherwise explicitly stated herein. Nothing in this MOU shall be construed to render the Town or any elected or appointed official or employee of the Town, or their successors in office, personally liable for any obligation under this MOU.

Section 18. Assignment

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

Section 19. This section left blank intentionally

Section 20. Governing Law

This MOU shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this MOU.

Section 21. Entire Agreement

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by any instrument in writing executed by the parties.

Section 22. Miscellaneous Provisions.

Notwithstanding anything contained herein, any and all obligations of WCTV hereunder, specifically relative to the recording and production of PEG access programming services, shall be explicitly subject to the availability of requisite, trained individuals (including volunteers and those employed by the said WCTV) to record, produce and/or edit the said PEG access programming. It is understood, agreed and acknowledged by the Town that WCTV is dependent upon volunteers to supplement their limited professional staff; in an event where volunteers are unavailable and/or unable to supplement the limited professional staff, there may be an issue with having enough persons to record, produce and/or edit the said PEG access programming as delineated herein.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the day and year first

above written.

**BOARD OF SELECTMEN
Town of Wilmington**

BY: Judith O'Connell, Chair

BY: Gregory Bendel, Selectboard

BY: Kevin Caira, Selectboard

BY:, Gary DePalma Selectboard

BY:, Lisa Maselli Selectboard

**Wilmington Community Television, Inc.
(WCTV) Board of Directors**

BY: Kenneth Lord, President

BY: Bill McLeod, Secretary

BY: Stephen Saboujian, Treasurer

BY: Mike Burns

BY: Lisa King

BY: Robert Hamel

BY: Dave Guisti