



# Wilmington, Massachusetts

INTER-DEPARTMENTAL COMMUNICATION

FROM THE TOWN MANAGER

October 7, 2022

TO: Board of Selectmen

RE: Request for Services Wildwood School

The next major milestone in working with the Massachusetts School Building Authority to address the Wildwood School is procuring the services of an owners' project manager (OPM). A request for services (RFS) document was prepared for prospective firms to evaluate when considering whether to submit a proposal. The draft RFS was issued to the Town's contact at MSBA for review and final approval. The document was approved with minor modifications. Attached is the current version of the RFS. An announcement that the Town is seeking the services of an OPM has been posted in the state's Central Register, the state's Operational Services Division COMMBUYS online platform, the *Wilmington Town Crier* and on the Town's website. Sealed proposals must be received in the Town Manager's Office no later than 3:00 p.m. on October 19<sup>th</sup>. A subcommittee of the Wildwood School Building Committee will meet to review proposals, establish a short list of proponents and schedule interviews.

Jeffrey M. Hull  
Town Manager

Attachment

# Request for Services Owners Project Manager



**TOWN OF WILMINGTON, MASSACHUSETTS**  
Town Manager's Office  
121 Glen Road, Wilmington, MA 01887  
PHONE: 978-658-3311  
FAX: 978-658-3334

October 5, 2022 *RFS Issuance Date*

# REQUEST FOR OWNER'S PROJECT MANAGEMENT SERVICES ("OPM RFS")

## Town of Wilmington Wildwood Early Childhood Center Project

### 1. Introduction

The Town of Wilmington ("Owner") is seeking the services of a qualified OPM as defined in Massachusetts General Laws Chapter 149, Section 44A½ and as further defined by the provisions of this RFS, to provide Project Management Services for the design, construction, addition to and/or renovation of the Wildwood Early Childhood Center ("School") or grade reconfiguration of grades five (5) and under in Wilmington Massachusetts ("Project").

The Owner is requesting the services of an OPM to represent the Owner during the feasibility study and schematic design phases of the project initially. Subject to the approval of the Project by the Massachusetts School Building Authority (the "MSBA") and further subject to continued funding authorized by the Town of Wilmington, the contract between the Owner and the Owner's Project Manager may be amended to include continued Project Management Services through design development, construction documents, bid and award, construction, and final closeout of the potential Project. A potential approved Project may include a renovation of the existing school, a renovation and addition of the existing school and/or new construction. The estimated total project costs of an approved potential Project may range from \$20 million to excess of \$105 million depending upon the solution that is agreed upon by the Owner and the MSBA and that is ultimately approved by a vote of the MSBA Board of Directors.

### 2. Background

Wilmington is a suburban community of 17.14 square miles in area located roughly 17 miles from Boston with four (4) exits off Interstate 93 and easy access to Routes 128/Interstate 95 and Route 495. Wilmington's location in the metropolitan Boston area, its access to the regional highway network and two (2) MBTA commuter rail stops makes the community attractive for both businesses and residents. The U.S. Census population for 2020 establishes Wilmington's population at 23,349.

The school district until February 2022 maintained two (2) pre-kindergarten and kindergarten (Boutwell Early Childhood Center and the Wildwood Early Childhood Center). The Wildwood Early Childhood Center has been closed since February and is not expected to reopen for the foreseeable future. During a fuel delivery for the heating system at the Wildwood Early Childhood Center, the fuel tank was overfilled. The Department of Environmental Protection (DEP) was immediately notified and actively monitored the situation. After consultation with the Town Manager, Superintendent of Schools, town engineers, the Board of Health, and the Superintendent of Public Buildings, the Town/Schools collectively determined that it was not practical or in the best interests of the staff and students to continue to occupy the school during the remediation process.

Students attending grades 1 through 3 attend the Shawsheen Elementary School or the Woburn Street School. Grades 4 and 5 students attend the West Intermediate or North Intermediate Schools. The Wilmington Middle School accommodates students in grades 6 through 8 with the Wilmington High School is available to students in grades 9 through 12. Additionally, students entering high school may seek to attend the Shawsheen Valley Technical High School in Billerica, Massachusetts.

Currently with the closure of the Wildwood Early Childhood Center pre-kindergarten and kindergarten students who would typically attend the Wildwood Early Childhood Center, along with the teaching and support staff, are dispersed between the West Intermediate School, the Woburn Street School and the

Shawsheen Elementary School. The Town is evaluating the best option for reuniting these students during an interim period as efforts to address the Wildwood Early Childhood Center on a more long-term basis in conjunction with the MSBA proceed.

### 3. Project Description, Objectives and Scope of Services

On or about May 6, 2020, the Owner submitted a Statement of Interest (Attachment A) to the MSBA for the Wildwood Early Childhood Center. The MSBA is an independent public authority that administers and funds a program for grants to eligible cities, towns, and regional school districts for school construction and renovation projects. The MSBA's grant program is discretionary, and no city, town, or regional school district has any entitlement to any funds from the MSBA. At the April 14, 2021, Board of Directors meeting, the MSBA voted to issue an invitation to the Owner to conduct a feasibility study for this Statement of Interest to identify and study possible solutions and, through a collaborative process with the MSBA reach a mutually agreed upon solution. The MSBA has not approved a Project and the results of this feasibility study may or may not result in an approved Project.

It is anticipated that the feasibility study will review the problems identified in the Statement of Interest at the Wildwood Early Childhood Center. The school, constructed in 1955, is the oldest of the Town's eight (8) schools. The site is bounded to the north by a wooded area and residential property, to the east by a wooded area of Town property and the Maple Meadow Brook, to the south by residential property and to the west by Wildwood Street and residential property on the opposite side of the street. The Wildwood Early Childhood Center is a one story 29,160 square foot building located on 7.5 acres of Town property.

The #2 oil heating system is steam heat and original to the building. Maintaining a functional heating system has been challenging with regular leaks in the steam pipes. Most steam pipes are located in an unfinished crawl space under the school. Two boilers supply heat to the building and both were replaced in 1990. Windows are single pane, original to the building and are not energy efficient. A stucco type of finish was applied to the ceilings in the mid-1980's to encapsulate the asbestos contained in the original ceiling. The school does not meet current code with respect to a fire suppression system.

The Wildwood Early Childhood Center consists of thirteen (13) classrooms, a cafetorium which accommodates meals and functions, six (6) administrative rooms including the nurse's office which are inadequate for the requirements of staff and the school nurse. The school accommodated 183 students in 2020. As noted previously this school was closed in February of 2022 when a delivery of heating fuel led to a breach of the oil tank. Working with the State Department of Environmental Protection the site remediation has been complete except for ongoing site monitoring. There are no plans to reopen the school in the foreseeable future.

The Town collaborated with the MSBA to review enrollment projections and space capacity and acknowledged and agreed the design of the alternatives, which may be evaluated as part of the feasibility study for the Wildwood Early Childhood Center, shall be based in accordance with the following:

Enrollment for Grade K at the Wildwood Early Childhood Center	Enrollment for Grades K-3, in a Consolidated Wildwood & Woburn Street Elementary School	Enrollment for Grades K-5, in a Consolidated Wildwood, Woburn Street Elementary and North Intermediate School
130 Students	510 Students (plus pre-K) students	755 Students (plus pre-K students)

Project Objectives under consideration by the Owner include:

- Identification of community concerns that may impact study options.*
- Review of existing documentation, see attachment C and surveys, if any.*
- Identification of specific milestone requirements and/or constraints of the district – e.g. Town votes, swing space, occupancy issues; and the study enrollment options described above.*
- Identification of Alternative Sites.*
- Life cycle costs of operating the school as it relates to future operational budgets.*
- Northeast Collaborative for High Performance Schools (NE-CHPS) criteria or US Green Building Council's LEED for Schools (LEED-S) Rating System.*
- Will consider CM-at-Risk Delivery Method.*

The required scope of services is set forth in Article 8 of the standard contract for Owner's Project Management Services for a Design/Bid/Build project that is attached hereto as Attachment B and incorporated by reference herein. If the Owner determines to use a CM-at-Risk delivery method, this contract shall need to be amended and/or substituted. The work is divided into the Project Phases as listed in Attachment A of the Standard Contract (Attachment B of the RFS). The durations of the Phases shown below are estimates only, based on the Owner's experience. Actual durations may vary depending upon the Project agreed upon by the Owner and the MSBA. The total duration of the Contract is estimated as follows:

- |   |               |
|---|---------------|
| 1. Feasibility Study/Schematic Design Phase;                    | 20-24 months* |
| 2. Design Development/Construction Documents/Bidding Phase; and | 10-12 months* |
| 3. Construction Phase;  | 24-36 months* |
- (\*These ranges for scheduling timeframes are provided as guidelines only and are based upon schedules established by other Owners.)

#### 4. Minimum Requirements and Evaluation Criteria:

##### **Minimum Requirements and Evaluation Criteria:**

In order to be eligible for selection, each Respondent must certify that it meets the following minimum requirements. Any response that fails to include such certification in its response, demonstrating that these criteria have been met, may be rejected without further consideration.

Each Respondent must designate an individual who will serve as the Project Director. The Project Director shall be certified in the Massachusetts Certified Public Purchasing Officer Program (the "MCPPO") as administered by the Inspector General of the Commonwealth of Massachusetts and must also meet the following minimum requirements:

- The Project Director shall be a person who is registered by the Commonwealth of Massachusetts as an architect or professional engineer and who has at least five years' experience in the construction and supervision of construction and design of public buildings; or,
- If not registered as an architect or professional engineer, the Project Director must be a person who has at least seven (7) years' experience in the construction and supervision of construction and design of public buildings.

##### **Evaluation Criteria**

In addition to the minimum requirements set forth above, all Respondents must demonstrate that they have significant experience, knowledge, and abilities with respect to public construction projects, particularly involving the construction and renovation of K-12 schools in Massachusetts. The Owner will evaluate Responses based on criteria that shall include, but not be limited to, the following:

*Respondents may receive up to a total of 100 pts. Point values will be assigned as follows:*

- 1) Past performance of the Respondent, if any, with regard to public, private, Department of Education funded and MSBA-funded school projects across the Commonwealth, as evidenced by:
  - a) Documented performance on previous projects as set forth in Attachment D, including the number of projects managed, project dollar value, number and percentage completed on time, number and dollar value of change orders, average number of projects per project manager per year, number of accidents and safety violations, dollar value of any safety fines, and number and outcome of any legal actions; *(max 10 pts)*
  - b) Satisfactory working relationship with designers, contractors, Owner, the MSBA and local officials. *(max 10 pts)*
- 2) Thorough knowledge of the Massachusetts State Building Code, regulations related to the Americans with Disabilities Act, and all other pertinent codes and regulations related to successful completion of the project. Provide evidence that demonstrates this in your submission. *(max 10 pts)*
- 3) Thorough knowledge of Commonwealth construction procurement laws, regulations, policies and procedures, as amended by the 2004 Construction Reform laws including CM-At-Risk. Provide evidence that demonstrates this in your submission. *(max 10 pts)*
- 4) Management approach: Describe the Respondent's approach to providing the level and nature of services required as evidenced by proposed project staffing for a potential (hypothetical) proposed project of 155,000 square feet for new construction or renovation of 30,000 square feet; proposed project management systems; effective information management; and examples of problem-solving approaches to resolving issues that impact time and cost. *(max 10 pts)*
- 5) Key personnel: Provide an organizational chart that shows the interrelationship of key personnel to be provided by the Respondent for this project and that identifies the individuals and associated firms (if any) who will fill the roles of Project Director, Project Representative and any other key roles identified by the Respondent, including but not limited to roles in design review, estimating, cost and schedule control. Specifically, describe the time commitment, experience and references for these key personnel including relevant experience in the supervision of construction of several projects that have been either successfully completed or in process that are similar in type, size, dollar value and complexity to the project being considered. *(max 10 pts)*
- 6) Capacity and skills: Identify existing employees by number and area of expertise (e.g. field supervision, cost estimating, schedule analysis, value engineering, constructability review, quality control and safety). Identify any services to be provided by sub-consultants. *(max 10 pts)*
- 7) Identify the Respondent's current and projected workload for projects estimated to cost in excess of \$1.5 million. *(max 5 pts)*
- 8) Familiarity with Northeast Collaborative for High Performance Schools criteria or US Green Building Council's LEED for Schools Rating System. Demonstrated experience working on high performance green buildings (if any), green building rating system used (e.g., NE-CHPS or LEED-S), life cycle cost analysis and recommendations to Owners about building materials, finishes etc., ability to assist in grant applications for funding and track Owner documentation for NE-CHPS or LEED-S prerequisites. *(max 5 pts)*
- 9) Thorough knowledge and demonstrated experience with life cycle cost analysis, cost estimating and value engineering with actual examples of recommendations and associated benefits to Owners. *(max 10 pts)*
- 10) Knowledge of the purpose and practices of the services of Building Commissioning Consultants. *(max 5 pts)*
- 11) Financial Stability: Provide current balance sheet and income statement as evidence of the Respondent's financial stability and capacity to support the proposed contract. *(max 5 pts)*

In order to establish a short-list of Respondents to be interviewed, the Owner will base its initial ranking of Respondents on the above Evaluation Criteria. The Owner will establish its final ranking of the short-listed Respondents after conducting interviews and reference checks.

The Owner reserves the right to consider any other relevant criteria that it may deem appropriate, within its sole discretion, and such other relevant criteria as the MSBA may request. The Owner may or may not, within its sole discretion, seek additional information from Respondents.

This RFS, any addenda issued by the Owner, and the selected Respondent's response, will become part of the executed contract. The key personnel that the Respondent identifies in its response must be contractually committed for the Project. No substitution or replacement of key personnel or change in the sub-consultants identified in the response shall take place without the prior written approval of the Owner and the MSBA.

The selected Respondent(s) will be required to execute a Contract for Project Management Services with the Owner in the form that is attached hereto as Attachment B and incorporated by reference herein. Prior to execution of the Contract for Project Management Services with the Owner, the selected Respondent will be required to submit to the Owner a certificate of insurance that meets the requirements set forth in the Contract for Project Management Services.

Prior to execution of the Contract for Project Management Services, the fee for services shall be negotiated between the Owner and the selected Respondent to the satisfaction of the Owner, within its sole discretion. The initial fee structure will be negotiated through the Feasibility Study/Schematic Design Phase. The selected Respondent, however, will be required to provide pricing information for all Phases specified in the Contract at the time of fee negotiation.

## **5. Selection Process and Selection Schedule**

### **Process**

1. A seven (7) person School Building Subcommittee including the Town Manager/Chief Procurement Officer and representation from educational and industry professionals will be responsible for reviewing responses from the proposals. The proposals will be evaluated to determine if they meet the minimum evaluation criteria set herein. Failure of a proposal to meet the minimum criteria will disqualify the proposal from further consideration. There will be documentation in writing for the reason any proposal was disqualified. Proposals that meet the minimum evaluation criterion will further be evaluated by the ranking above. The School Building Subcommittee will rank all proposals on scoring sheets to determine the short-list for interviews.
2. Identified reviewers must rank the Responses based on the weighted evaluation criteria identified in the RFS and must short-list a minimum of three Responses.
3. A minimum of three of the highest ranked proposals from the criteria above will be interviewed by the School Building Subcommittee. All firms interviewed will be asked to present to the School Building Subcommittee on specifics related to the Wildwood Early Childhood Center project and how the firm fits the needs of Wilmington. Firms interviewed will be asked to bring all proposed key personnel for the project to the interview. The firms will be ranked on the following categories: Key personnel (10 pts), other projects current in the works (5 pts), past project completion (5 pts), answers to questions asked during and as a result of the interviews; each interviewed firm will be asked the same list of questions (10 pts) and references from past school building projects; references will be checked after the interviews (10 pts).

4. Upon completion of the interviews of the selected firms, the School Building Subcommittee will rank each based on the categories above and will not take the original Evaluation Criteria scores into further consideration. The firm with the highest score will then be invited to commence fee negotiations.
5. The Owner will commence fee negotiations with the first-ranked selection.
6. If the Owner is unable to negotiate a contract with the first-ranked selection, the Owner will then commence negotiations with its second-ranked selection and so on, until a contract is successfully negotiated and approved by the Owner.
7. The selected firm will be submitted to the MSBA for its approval.
8. The selected firm may be asked to participate in a presentation to the MSBA and/or submit additional documentation, as required by MSBA, as part of the MSBA approval process.
9. The Owner may include its provisions to re-advertise if less than three responses are received or to re-advertise if fee negotiations fail.

The following is a tentative schedule of the selection process, subject to change at the Owner's and MSBA's discretion.

- September 29, 2022, Advertisement placed in Central Register of the Commonwealth of Massachusetts, CommBuys and the *Town Crier* newspaper.
- October 5, 2022 – Advertisement appears in Central Register of the Commonwealth of Massachusetts and the *Wilmington Town Crier*.
- October 11, 2022 at 3:30pm – Non-mandatory Informational meeting and site inspection starting at Town Hall 121 Glen Road, Wilmington, MA 01887 Room 9 followed by site visits of each school
- October 13, 2022, Last day for questions from Respondents by 3:00 pm
- October 19, 2022, Responses due @ 3:00 pm
- October 25, 2022, Respondents short-listed
- November 1, 2022 Interview short-listed Respondents
- November 3, 2022, Negotiate with selected Respondent
- November 9, 2022, Final selection submitted to the MSBA for review and approval
- December 5, 2022, Anticipated MSBA OPM Review Panel Meeting
- December 6, 2022, Anticipated execution of contract

The RFS may be obtained electronically by visiting the Town of Wilmington website <https://www.wilmingtonma.gov/purchasing-department> on or after October 5, 2022, at 9:00 am.

Any questions concerning this RFS must be submitted in writing to:

Susan L. Inman, MPA, MCPPO



Assistant Town Manager/Human Resources Director  
Town of Wilmington  
121 Glen Road  
Wilmington, MA 01887  
978-3658-3311 /978-658-3334 fax  
[bids@wilmingtonma.gov](mailto:bids@wilmingtonma.gov)

**by 3:00 pm on October 13, 2022**

Sealed Responses to the RFS for OPM services must be clearly labeled “Owner’s Project Management Services for *“Wildwood Early Childhood Center MSBA Project”* and delivered to:

Town Manager’s Office  
Room 11  
121 Glen Road  
Wilmington, MA 01887

**no later than 3:00 pm October 19, 2022.** The Owner assumes no responsibility or liability for late delivery or receipt of Responses. All responses received after the stated submittal date and time will be judged to be unacceptable and will be returned unopened to the sender.

**6. Requirements for content of response:**

Submit *ten (10)* hard copies of the response to this RFS and one electronic version in PDF format on CD/zip drive. All responses shall be:

- In ink or typewritten.
- Presented in an organized and clear manner.
- Must include the required information in Attachment D.
- Must include all required Attachments and certifications in Attachment E.
- Must include the following information:

**1. Cover letter shall be a maximum of two pages in length and include:**

- a. An acknowledgement of any addendum issued to the RFS.
- b. An acknowledgement that the Respondent has read the RFS. Respondent shall note any exceptions to the RFS in its cover letter.
- c. An acknowledgement that the Respondent has read the Contract for Project Management Services. Respondent shall note any exceptions to the Contract for Project Management Services in its cover letter.
- d. A specific statement regarding compliance with the minimum requirements identified in Item 4 of this RFS to include identification of registration, number of years of experience and where obtained (as supported by the resume section of Attachment D), as well as the date of the MCPPO certification. (A copy of the MCPPO certification must be attached to the cover letter).
- e. A description of the Respondent’s organization and its history.
- f. The signature of an individual authorized to negotiate and execute the Contract for Project Management Services, in the form that is attached to the RFS, on behalf of the Respondent.

- g. The name, title, address, e-mail and telephone number of the contact person who can respond to requests for additional information.
2. Selection Criteria: The response shall address the Respondent's ability to meet the "Selection Criteria" Section including submittal of additional information as needed. The total length of the Response (including Attachment D only but excluding Attachments A, B C, and E) may not exceed twenty (20) single-sided numbered pages with a minimum acceptable font size of "12 pt" for all text.

Respondents may supplement this proposal with graphic materials and photographs that best demonstrate its project management capabilities of the team proposed for this project. **Limit this additional information to a maximum of three 8½" x 11" pages, double-sided.**

*Response to Attachment E shall include: MCPPO Certifications, OSHA 10 Certifications, Truth in Negotiations Certificate, Form for Bid, Signature Page, Conflict of Interest Certificate, Certificate of Non-Collusion and Tax Compliance*

#### **7. Payment Schedule and Fee Explanation:**

The Owner will negotiate the fee for services dependent upon an evaluation of the level of effort required, job complexity, specialized knowledge required, estimated construction cost, comparison with past project fees, and other considerations. As construction cost is but one of several factors, a final construction figure in excess of the initial construction estimate will not, in and of itself, constitute a justification for an increased OPM fee.

#### **8. Other Provisions**

##### **A. Public Record**

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

##### **B. Waiver/Cure of Minor Informalities, Errors, and Omissions**

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

##### **C. Communications with the Owner**

The Owner's Procurement Officer for this RFS is:  
Susan L. Inman, MPA, MCPPO  
Assistant Town Manager/Human Resources Director  
Town of Wilmington  
121 Glen Road  
Wilmington, MA 01887  
978-3658-3311 /978-658-3334 fax  
[bids@wilmingtonma.gov](mailto:bids@wilmingtonma.gov)

Respondents that intend to submit a response are prohibited from contacting any of the Owner's staff other than the Procurement Officer. An exception to this rule applies to Respondents that currently do business with the Owner, but any contact made with persons other than the Procurement Officer must be limited to that business and must not relate to this RFS. In addition, such respondents shall not discuss this RFS with any of the Owner's consultants, legal counsel, or other advisors. ***FAILURE TO OBSERVE THIS RULE MAY BE GROUNDS FOR DISQUALIFICATION.***

#### **D. Costs**

Neither the Owner nor the MSBA will be liable for any costs incurred by any Respondent in preparing a response to this RFS or for any other costs incurred prior to entering into a Contract with an OPM approved by the MSBA.

#### **E. Withdrawn/Irrevocability of Responses**

A Respondent may withdraw and resubmit their response prior to the deadline. No withdrawals or re-submissions will be allowed after the deadline.

#### **F. Rejection of Responses, Modification of RFS**

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

#### **G. Subcontracting and Joint Ventures**

Respondent's intention to subcontract or partner or joint venture with other firm(s), individual or entity must be clearly described in the response.

#### **H. Validity of Response**

Submitted responses must be valid in all respects for a minimum period of ninety (90) days after the submission deadline.

### **FURTHER INFORMATION**

#### **Site Visits to Wildwood Early Childhood Center, Woburn Street, Shawsheen Elementary, and North Intermediate Schools.**

A site visit will be conducted on **October 13, 2022, 3:30 pm** starting at Wilmington Town Hall located at: 121 Glen Road, Wilmington, MA 01887. The visit will start with an introduction and an opportunity for the Respondents to direct questions to the staff. An organized site tour will immediately follow. The tour will be guided by George Hooper Superintendent of Public Buildings for the Town of Wilmington. All participants will be responsible for their own transportation to each school. Due to the fact these are active schools, private tours will not be available.

**Good Faith, Fraud, and Collusion**

The Respondents hereby certifies that no officer, agent, or employee of the Town of Wilmington has a special interest in the RFS; that the Respondent is competing solely on their own behalf without connection with, or obligation to, any undisclosed person or firm; that this proposal is made in good faith without fraud, collusion or connection of any kind with any other bidder for the same work (See Non-Collusion Form, Attachment E). Form must be executed and returned with proposal.

**ATTACHMENTS:**

**Attachment A: Statement of Interest**

**Attachment B: Contract for Owner's Project Management Services**

**Attachment C: Enrollment Letter and Certification**

**Attachment D: Owner's Project Manager Application Form**

**Attachment E: Required Certifications and Forms.**

ATTACHMENT A  
STATEMENT OF INTEREST

## Massachusetts School Building Authority

### Next Steps to Finalize Submission of your FY 2020 Statement of Interest

Thank you for submitting your FY 2020 Statement of Interest (SOI) to the MSBA electronically. Please note, the District's submission is not yet complete. The District is required to mail all required supporting documentation, which is described below.

**VOTES:** Each SOI must be submitted with the proper vote documentation. This means that (1) the required governing bodies have voted to submit each SOI, (2) the specific vote language required by the MSBA has been used, and (3) the District has submitted a record of the vote in the format required by the MSBA.

- **School Committee Vote:** Submittal of all SOIs must be approved by a vote of the School Committee.
  - For documentation of the vote of the School Committee, Minutes of the School Committee meeting at which the vote was taken must be submitted with the original signature of the Committee Chairperson. The Minutes must contain the actual text of the vote taken which should be substantially the same as the MSBA's SOI vote language.
- **Municipal Body Vote:** SOIs that are submitted by cities and towns must be approved by a vote of the appropriate municipal body (e.g., City Council/ Aldermen/Board of Selectmen) in addition to a vote of the School Committee.
  - Regional School Districts do not need to submit a vote of the municipal body.
  - For the vote of the municipal governing body, a copy of the text of the vote, which shall be substantially the same as the MSBA's SOI vote language, must be submitted with a certification of the City/Town Clerk that the vote was taken and duly recorded, and the date of the vote must be provided.

**ADDITIONAL DOCUMENTATION FOR SOI PRIORITIES #1 AND #3:** If a District selects Priority #1 and/or Priority #3, the District is required to submit additional documentation with its SOI.

- If a District selects Priority #1, Replacement or renovation of a building which is structurally unsound or otherwise in a condition seriously jeopardizing the health and safety of the school children, where no alternative exists, the MSBA requires a hard copy of the engineering or other report detailing the nature and severity of the problem and a written professional opinion of how imminent the system failure is likely to manifest itself. The District also must submit photographs of the problematic building area or system to the MSBA.
- If a District selects Priority #3, Prevention of a loss of accreditation, the SOI will not be considered complete unless and until a summary of the accreditation report focused on the deficiency as stated in this SOI is provided.

**ADDITIONAL INFORMATION:** In addition to the information required above, the District may also provide any reports, pictures, or other information they feel will give the MSBA a better understanding of the issues identified at a facility.

If you have any questions about the SOI process please contact the MSBA at 617-720-4466 or [SOI@massschoolbuildings.org](mailto:SOI@massschoolbuildings.org).

Name of School Wildwood

## Massachusetts School Building Authority

School District Wilmington

District Contact Glenn Brand TEL: (978) 694-6000

Name of School Wildwood

Submission Date 5/6/2020

### SOI CERTIFICATION

To be eligible to submit a Statement of Interest (SOI), a district must certify the following:

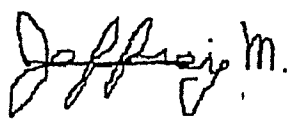


- The district hereby acknowledges and agrees that this SOI is NOT an application for funding and that submission of this SOI in no way commits the MSBA to accept an application, approve an application, provide a grant or any other type of funding, or places any other obligation on the MSBA.
- The district hereby acknowledges that no district shall have any entitlement to funds from the MSBA, pursuant to M.G.L. c. 70B or the provisions of 963 CMR 2.00.
- The district hereby acknowledges that the provisions of 963 CMR 2.00 shall apply to the district and all projects for which the district is seeking and/or receiving funds for any portion of a municipally-owned or regionally-owned school facility from the MSBA pursuant to M.G.L. c. 70B.
- The district hereby acknowledges that this SOI is for one existing municipally-owned or regionally-owned public school facility in the district that is currently used or will be used to educate public PreK-12 students and that the facility for which the SOI is being submitted does not serve a solely early childhood or Pre-K student population.
- After the district completes and submits this SOI electronically, the district must mail hard copies of the required documentation described under the "Vote" tab, on or before the deadline.
- The district will schedule and hold a meeting at which the School Committee will vote, using the specific language contained in the "Vote" tab, to authorize the submission of this SOI. This is required for cities, towns, and regional school districts.
- Prior to the submission of the SOI, the district will schedule and hold a meeting at which the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body will vote, using the specific language contained in the "Vote" tab, to authorize the submission of this SOI. This is not required for regional school districts.
- On or before the SOI deadline, the district will submit the minutes of the meeting at which the School Committee votes to authorize the Superintendent to submit this SOI. The District will use the MSBA's vote template and the vote will specifically reference the school and the priorities for which the SOI is being submitted. The minutes will be signed by the School Committee Chair. This is required for cities, towns, and regional school districts.
- The district has arranged with the City/Town Clerk to certify the vote of the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body to authorize the Superintendent to submit this SOI. The district will use the MSBA's vote template and submit the full text of this vote, which will specifically reference the school and the priorities for which the SOI is being submitted, to the MSBA on or before the SOI deadline. This is not required for regional school districts.
- The district hereby acknowledges that this SOI submission will not be complete until the MSBA has received all of the required vote documentation in a format acceptable to the MSBA. If Priority 1 is selected, your SOI will not be considered complete unless and until you provide the required engineering (or other) report, a professional opinion regarding the problem, and photographs of the problematic area or system. If Priority 3 is selected, your SOI will not be considered complete unless and until you provide a summary of the accreditation report focused on the deficiency as stated in this SOI.



Name of School Wildwood

LOCAL CHIEF EXECUTIVE OFFICER/DISTRICT SUPERINTENDENT/SCHOOL COMMITTEE CHAIR  
(E.g., Mayor, Town Manager, Board of Selectmen)

Chief Executive Officer *	School Committee Chair	Superintendent of Schools
Jeffrey Hull	Jennifer Bryson	Glenn Brand
Town Manager		

		
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(signature)	(signature)	(signature)
Date	Date	Date
5/6/2020 2:21:02 PM	5/6/2020 2:41:17 PM	5/6/2020 2:46:57 PM

\* Local chief executive officer: In a city or town with a manager form of government, the manager of the municipality; in other cities, the mayor; and in other towns, the board of selectmen unless, in a city or town, some other municipal office is designated to the chief executive office under the provisions of a local charter. Please note, in districts where the Superintendent is also the Local Chief Executive Officer, it is required for the same person to sign the Statement of Interest Certifications twice.

Name of School Wildwood

## Massachusetts School Building Authority

School District Wilmington

District Contact Glenn Brand TEL: (978) 694-6000

Name of School Wildwood

Submission Date 5/6/2020

### Note

The following Priorities have been included in the Statement of Interest:

1.  Replacement or renovation of a building which is structurally unsound or otherwise in a condition seriously jeopardizing the health and safety of school children, where no alternative exists.
2.  Elimination of existing severe overcrowding.
3.  Prevention of the loss of accreditation.
4.  Prevention of severe overcrowding expected to result from increased enrollments.
5.  Replacement, renovation or modernization of school facility systems, such as roofs, windows, boilers, heating and ventilation systems, to increase energy conservation and decrease energy related costs in a school facility.
6.  Short term enrollment growth.
7.  Replacement of or addition to obsolete buildings in order to provide for a full range of programs consistent with state and approved local requirements.
8.  Transition from court-ordered and approved racial balance school districts to walk-to, so-called, or other school districts.

### SOI Vote Requirement

I acknowledge that I have reviewed the MSBA's vote requirements for submitting an SOI which are set forth in the Vote Tab of this SOI. I understand that the MSBA requires votes from specific parties/governing bodies, in a specific format using the language provided by the MSBA. Further, I understand that the MSBA requires certified and signed vote documentation to be submitted with the SOI. I acknowledge that my SOI will not be considered complete and, therefore, will not be reviewed by the MSBA unless the required accompanying vote documentation is submitted to the satisfaction of the MSBA.

Potential Project Scope: Renovation/ Addition

Is this SOI the District Priority SOI? YES

School name of the District Priority SOI: 2020 Wildwood

Is this part of a larger facilities plan? YES

If "YES", please provide the following:

Facilities Plan Date: 1/1/2001

Planning Firm: 2008-Dore & Whittier; 2019 Harriman Group

Please provide a brief summary of the plan including its goals and how the school facility that is the subject of this SOI fits into that plan:

This Facility Master Plan provides a strategy for the coordinated, efficient investment and maintenance of key Town buildings and sites that support municipal services and community needs in Wilmington. The Master Plan focuses on the future needs and allocation of uses for nearly thirty buildings and sites that were chosen for evaluation. It contains specific recommendations for future actions that the Town can take to provide cost-effective facilities and services. The recommendations describe a series of short-term, midterm, and long-term investments that the Town can take to maintain and improve its stock of buildings and sites. This approach will help ensure that the Town's facilities are aligned with the uses they contain and can be operated efficiently. The recommendations have been built upon professional analysis of the existing conditions of these facilities. They reflect the careful consideration of deficiencies and future needs for each of the facilities and services within the scope of the Master Plan. The planning process included extensive evaluation of alternative approaches to locations, improvements, and disposition of the buildings, sites and uses. The process engaged residents, elected officials, various Town Boards, and Town staff who contributed information, insights, and advice. As a facility improvement strategy, this Master Plan can be used as a tool to advance individual projects in a logical sequence for detailed study and confirmation within an overall framework of budgeting and funding. Projects that move forward will progress through advanced design, approvals, funding, and implementation. Each of the projects described in this document must be undertaken using established procedures that include required public reviews and participation in all the related municipal processes. These will include the Boards, Committees, and Town Meetings that all play various roles associated with capital improvement and facility decisions.

Please provide the current student to teacher ratios at the school facility that is the subject of this SOI: 20 students per teacher

Please provide the originally planned student to teacher ratios at the school facility that is the subject of this SOI: 20 students per teacher

Does the District have a Master Educational Plan that includes facility goals for this building and all school buildings in District? NO

Does the District have related report(s)/document(s) that detail its facilities, student configurations at each facility, and District operational budget information, both current and proposed? NO

If "NO", please note that:

If, based on the SOI review process, a facility rises to the level of need and urgency and is invited into the Eligibility Period, the District will need to provide to the MSBA a detailed Educational Plan for not only that facility, but all facilities in the District in order to move forward in the MSBA's school building construction process.

Is there overcrowding at the school facility? NO

If "YES", please describe in detail, including specific examples of the overcrowding.

Has the district had any recent teacher layoffs or reductions? YES

If "YES", how many teaching positions were affected? 3

At which schools in the district? Woburn Street, Shawsheen and North Intermediate

Please describe the types of teacher positions that were eliminated (e.g., art, math, science, physical education, etc.).

General Education Classroom Teachers due to Enrollment

Has the district had any recent staff layoffs or reductions? NO

If "YES", how many staff positions were affected? 0

At which schools in the district?

Please describe the types of staff positions that were eliminated (e.g., guidance, administrative, maintenance, etc.).

Please provide a description of the program modifications as a consequence of these teacher and/or staff

reductions, including the impact on district class sizes and curriculum.

The district has not had any layoffs due to budgetary reasons. All teacher reductions have been due to enrollment fluctuations. The district strives to meet the contractual size guidelines of PreK-3 (1:20); 4-5 (1:25).

**Please provide a description of the local budget approval process for a potential capital project with the MSBA. Include schedule information (i.e. Town Meeting dates, city council/town council meetings dates, regional school committee meeting dates). Provide, if applicable, the District's most recent budget approval process that resulted in a budget reduction and the impact of the reduction to the school district (staff reductions, discontinued programs, consolidation of facilities).**

The School Department prepares the Superintendent's Preliminary Capital/Operating budgets from October through December. This Budget is presented to the School Committee. After that presentation the Superintendent and his staff work with the Town to determine a budgetary amount the Town can support. Once determined, the District works to modify the Capital/Operating budgets to satisfy this request. This then becomes the Superintendent's Recommended Budget. The Recommended Capital/Operating budgets are presented to the School Committee in January. The Town Manager presents the Town's Capital/Operational budgets to the Board of Selectmen in January. In February the School Committee holds its Budget Hearing and votes to approve the Budgets. After the Budget Hearing, the Superintendent meets with the Town's Finance Committee. The Annual Town Meeting is held in early May where the Town Meeting Members vote the Town's budgets. The dates for the FY21 Town Budgets are as follows: 01/27/20 the Town Manager presents the Town's budgets; 02/12/20 the SC Budget Hearing is held; 06/27/20 is the tentative Annual Town Meeting. During the FY21 budget process the District reduced the Superintendent's FY21 Preliminary Budget by \$230K, and its FY21 Capital Budget by \$150K. The Superintendent and his staff identified areas to reduce without negatively impacting District operations. The recommended budget kept in place all critical initiatives identified. The Preliminary and final Recommended Operational Budgets include 11.25 incremental FTEs, the majority of which are Special Education related to meet some of the goals of our newly created strategic plan. The budget increase is 4.25% showing the Town's commitment to its school system. The Superintendent also met with the Technology Dept. to prioritize the capital projects, and we were able to delay the implementation of certain projects without adversely impacting the operations of the School System.

## General Description

**BRIEF BUILDING HISTORY:** Please provide a detailed description of when the original building was built, and the date(s) and project scopes(s) of any additions and renovations (maximum of 5000 characters).

Wildwood Early Education Center was constructed in 1954 and opened in 1955. There have been no additions or renovations.

**TOTAL BUILDING SQUARE FOOTAGE:** Please provide the original building square footage PLUS the square footage of any additions.

29160

**SITE DESCRIPTION:** Please provide a detailed description of the current site and any known existing conditions that would impact a potential project at the site. Please note whether there are any other buildings, public or private, that share this current site with the school facility. What is the use(s) of this building(s)? (maximum of 5000 characters).

The School Building sits on a large 7.5-acre parcel of land with drop off circulation in the front and parking at both sides and at the rear. Play areas, fields, and courts are located behind the building to the east. Landscaping is mainly grass with a few deciduous trees and shrubs near the building. Parking is fairly well defined with the exception of the large paved area behind the building. Handicap parking is located along a linear zone at the bus drop off area near the main entry.

### WATER

The School Building is serviced with a 3-inch domestic waterline off a 6-inch water main from a 6-inch water main in Wildwood Street. The water main is approximately 54 years old. The type of water pipe is unknown. A potential project on this site will likely require a new cement-lined ductile iron water line be installed to replace the existing water line to the building.

The School Building does not have a sprinkler system. A potential project would require a new fire service line be installed for the future installation of a sprinkler system. Hydrant flow tests will be needed to determine the water system capacity and whether a fire pump will be required.

### SEWER

The Wildwood School Building has an 8-inch gravity sanitary service located at the northern side of the building that discharges to a septic system. There are no pump stations on the site. The septic system is pumped each year. An inspection of the existing septic system will need to be conducted to determine if the septic system can support future building expansions.

The Wildwood School has an interior grease trap for kitchen waste only. An exterior grease trap should be installed to meet state code and local regulations.

### STORM DRAINAGE

The site is currently served by a closed drainage system. There are no known capacity or surcharge issues. If new impervious areas (pavement/rooftop) are proposed, stormwater detention will be necessary to mitigate impacts to the existing system.

### TRAFFIC/PARKING ISSUES

Key traffic-related issues for the school include:

- Excess parking occurs near front entrance/loop road (21 spaces plus one handicapped) – constricts space for vehicles/buses on loop road and creates problems for backing up and parking access.
- Loop road in front of building – one-way (counter-clockwise) circulation of loop road not always followed.
- No crosswalks on loop road to connect pedestrian paths from street to building.
- Crosswalk on Wildwood Street is not signed.
- Cracked sidewalks and pavement and crumbling asphalt curbs on site.

A potential project should look at improving site circulation, parking and pedestrian paths.

**ADDRESS OF FACILITY:** Please type address, including number, street name and city/town, if available, or describe the location of the site. (Maximum of 300 characters)

182 Wildwood Street Wilmington, MA. 01887

**BUILDING ENVELOPE:** Please provide a detailed description of the building envelope, types of construction materials used, and any known problems or existing conditions (maximum of 5000 characters).

The exterior walls are faced with brick veneer and concrete block back-up. Exterior brick jointing, pointing and caulking are required in several masonry locations on the brick façade and chimney. Based on the existing drawings, it appears that there is very little insulation, if any, in the exterior walls. Exterior intake vents and gravity relief vents were visible in the exterior wall. The relief vents are a possible source of significant heat loss. Brick appears to be deteriorating due to water dripping down off of fascia.

Windows are comprised of original single-pane, metal, non-thermal curtain-wall type. The top row of windows has been infilled with an insulated metal panel approximately 32 years ago. Much of the glass on the south facing windows has become discolored to the point where they have become translucent making it difficult/impossible to see through.

The clerestory windows at the gym have glass block, some of which have been replaced with Kalwall-type insulated panels. This was also done at the cafeteria. Some clerestory windows have broken or are severely cracked; some have been boarded up. Other clerestory windows are constructed of Plexiglass, which is in very poor condition and allows for extreme heat loss.

Exterior doors have hollow metal frames and original painted wood doors which are in very poor condition. The original doors use padlocks for locking the building after hours, which is a safety concern when considering emergency egress during after-hour use. These doors also lack adequate weather stripping as daylight is visible. Doors for the exterior toilet room doors are severely deteriorated and appear to be letting in water, possibly causing deterioration to the interior of these rooms as well.

The building structure is presumed to be load bearing masonry with wood framed roof joists supported by wide flange beams and columns. The building relies on lateral resistance from the 4" walls between classrooms and the load path to such through the wood framing. The wood framing at the roof and at portions of the 1st floor, while adequate to support gravity loads (live and snow), are weak in distributing lateral load from wind. Reinforcement, particularly at the roof, is likely. The slender, 4", interior, masonry walls will require substantial work or removal based on planning and code requirements.

Also, there is no capacity for any vertical additions and any horizontal additions should be kept structurally separate. Roof – In 2011, a 3,350 sq. ft. section of roof was replaced with modified Bitumen over the classroom front wing and in 2012 a 16,180 sq. ft. section of roof was replaced over the café hallway, foyer and east wing was replaced with Modified

## Bitumen roofing.

Has there been a Major Repair or Replacement of the EXTERIOR WALLS? NO

Year of Last Major Repair or Replacement:(YYYY) 1954

Description of Last Major Repair or Replacement:

There have not been any major repairs or replacements of the exterior walls.

## Roof Section A

Is the District seeking replacement of the Roof Section? NO

Area of Section (square feet) 30000

Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe)

A combination of Tar and gravel and Modified Bitumen

Age of Section (number of years since the Roof was installed or replaced) 8

Description of repairs, if applicable, in the last three years. Include year of repair:

N/A

## Window Section A

Is the District seeking replacement of the Windows Section? NO

Windows in Section (count) 0

Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe))

2 Original single pane steel framed non thermal store front window system with no insulation.

Age of Section (number of years since the Windows were installed or replaced) 0

Description of repairs, if applicable, in the last three years. Include year of repair:

N/A

**MECHANICAL and ELECTRICAL SYSTEMS: Please provide a detailed description of the current mechanical and electrical systems and any known problems or existing conditions (maximum of 5000 characters).**

The existing heating system is steam. The heat is supplied by two Weil McLain boilers model 1088 manufactured in 1998.

The burners are Power Flame model # C2-08. The boilers fuel is #2 fuel oil supplied from a 10,000 gallon double wall below ground tank. Combustion air for the boiler room are windows and fans and also louvers in door.

The steam and condensate piping from the boilers run through the crawl space. The insulation on the piping is in bad condition. In the past the steam traps have been replaced by ball valves for the heating system. The heating system does not function properly.

The boilers are in relatively good condition. The ball valves on the heating system must be replaced with the proper size steam traps. Ball valves are not made to function as traps. After the traps are installed a maintenance program for the steam traps needs to be instituted to make sure they continue to function properly.

The heating in all classrooms is supplied by steam unit ventilators. The classroom unit ventilators run continuously. There is hot water baseboard heating on all end walls. There are exhaust openings in the main corridors that connect to three exhaust fans on the roof. In addition there are three toilet exhaust fans on the roof. All office and classrooms are controlled by one thermostat. This single thermostat should be replaced by a thermostat in each classroom or office.

All controls to the heating system are pneumatic. The control system should be updated to current standards by replacing it with a Direct Digital Control system. This will allow more flexibility in the control of systems and save the school district money by saving energy.

Air conditioning is provided by five (15) window mounted A/C units and (3) 1-1/2 ton split wall mounted units with air cooled condensing units located on the roof. These be replaced with central units for greater energy efficiency.

There is a 75-gallon hot water heater Weil McLain model (100 series 2) with a domestic hot water tank that is interconnected to the boiler system.

Domestic hot water is provided by a Weil McLain boiler model A/B W904. The domestic hot water piping is a mix of copper and Schedule 40 steel.

All water lines are located above the ceiling. There was a freezing problem in the past so openings are provided in the ceiling to prevent the piping from freezing. This needs to be investigated and rectified.

There is no sprinkler system in the building. A sprinkler system should be provided for the building. Most of the existing electrical equipment is original to the building with some exceptions. The fire alarm system including the control panel, devices, door holders, and speaker/strobes are relatively new and meet the latest requirements. Original equipment installed in 1955 is beyond its intended useful life. Classrooms and corridors lack occupancy sensors. Occupancy sensors would save energy and would help reduce the heat load during the warmer days. Several incandescent illuminated exit signs remain. These should be replaced with LED source exit signs that have integral battery backup. Existing electrical service equipment, distribution panels, non LED interior and exterior lighting, lighting controls and paging system should be replaced. The secondary electrical service consists of a GE main disconnect switch rated at 400 Amperes, 120/208Volts, 3 Phase, 4 Wire with an exterior utility company meter mounted on the exterior of the building. The service is overhead from a pole mounted transformer.

Boiler Section 1

Is the District seeking replacement of the Boiler? NO
Is there more than one boiler room in the School? NO
What percentage of the School is heated by the Boiler? 100
Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other)
#2 Heating oil
Age of Boiler (number of years since the Boiler was installed or replaced) 22
Description of repairs, if applicable, in the last three years. Include year of repair:
N/A

Has there been a Major Repair or Replacement of the HVAC SYSTEM? YES
Year of Last Major Repair or Replacement:(YYYY) 1998

Description of Last Major Repair or Replacement:
The boilers were replaced in 1998. Two new oil fired Weil McLain steam boilers were installed. Boilers are atmospheric type; Breeching is insulated and run to the existing masonry chimney. Other equipment associated with the boilers, such as condensate return pumps and the boiler water feed unit, were replaced also. Most recently over 300 feet of steam and condensate pipe was replaced in the crawl space for the heating system.

Has there been a Major Repair or Replacement of the ELECTRICAL SERVICES AND DISTRIBUTION SYSTEM? YES

Year of Last Major Repair or Replacement:(YYYY) 1998

Description of Last Major Repair or Replacement:
Replaced in 1998 two oil fired steam boilers

BUILDING INTERIOR: Please provide a detailed description of the current building interior including a description of the flooring systems, finishes, ceilings, lighting, etc. (maximum of 5000 characters).

The interior finishes of the Wildwood are all generally in poor condition. Notably, a spray applied asbestos encapsulate treatment was added and not finished to specifications in the 1980s. The intent was a trowel finish, but it looks like the entire common area and large program area ceilings have spray applied fireproofing. The result is that the finish collects dirt and grim and is impossible to clean. The majority of walls are painted CMU. Corridors have glazed tile to five feet above finished floor. The floors are Terrazzo at the main entrance only, the halls are VAT and the classrooms asbestos floors have been encapsulated with VCT. The administration areas and library are carpeted. Older carpeting warrants replacement. The existing lighting consists of surface wraparound fixtures with T12 lamps in offices and utility rooms. The cafetorium has industrial 2'x4' surface mounted fixtures with T5 lamps. Controls are provided by local switches throughout. Corridors have wall mounted linear fluorescent fixtures. Classrooms are provided with pendant parabolic fluorescent with T12 lamps.



Plumbing fixtures consist of wall hung and floor mounted water closets with manual flush valves, wall hung urinals with manual flush valves are mounted too high for the age of students, and wall hung lavatories with hot and cold water handles. Student lavatories are supplied with cold water only. Classroom sinks are counter mounted with gooseneck faucet. Drinking fountains are wall mounted vitreous china. Electric water coolers are wall mounted, vinyl cabinets with stainless steel bowl. In general the fixtures do not meet accessibility standards and are not water conserving.

**PROGRAMS and OPERATIONS:** Please provide a detailed description of the current grade structure and programs offered and indicate whether there are program components that cannot be offered due to facility constraints, operational constraints, etc. (maximum of 5000 characters).

The Wildwood School houses 40 Pre-Kindergarten and 143 Kindergarten students (combined 183) as well as Special Education classes. The school was constructed in 1955 with approximately 29,160 square feet of building space. Students in Grades Pre-Kindergarten and Kindergarten receive the regular elementary curriculum including art, music, PE and library. Special needs instruction is provided on both an integrated and pull-out basis and programs include service for those students requiring intensive instruction and significant modification of the curriculum to make effective progress. There are also two substantially separate intensive programs primarily for students on the autism spectrum. Students served may be diagnosed with such as autism, severe communication disorder/delay, physical disability and neurological impairment or delay.

Under the MSBA standard the space provided to replace this school, the total school area should increase by approximately 4,300 square feet to accommodate its enrollment.

**EDUCATIONAL SPACES:** Please provide a detailed description of the Educational Spaces within the facility, a description of the number and sizes (in square feet) of classrooms, a description of science rooms/labs including ages and most recent updates, a description of the cafeteria, gym and/or auditorium and a description of the media center/library (maximum of 5000 characters).

Gymnasium - there is a single assembly space in the building adjacent to the kitchen which functions as a cafeteria as well as an auditorium and gymnasium. As a cafeteria space it is adequately sized for the current enrollment based on state guidelines. As a gymnasium the space is reasonably sized for a PK-K school, although undersized for an elementary school per MSBA design guidelines. The space is just under 3000 square feet while recommendations for a gymnasium are 6300 square feet.

Library - the school library is directly adjacent to the main lobby space. The reading room is roughly the size of a classroom at 923 square feet. This is below the state guideline are listed (2020 square feet for an enrollment of 300) however for the current grades and the enrollment it appears to be adequate. The library is currently used as both the library, art room, music room and it houses a custodian's closet.

Classrooms - there are 14 original classrooms in the building and each of these spaces is listed at 928 square feet with dedicated storage and toilets. Two (2) rooms were converted to office spaces. 11 are being used as actual classrooms (K=7 and 3=PK and 1 a PK/K combined). The remaining 11 classrooms are below state guidelines for preschool or kindergarten (with toilet) of 1200 square feet but are within the guideline for elementary classes (grades 1-5) of 900- 1000 square feet. For the most part, all of the classrooms represent the original finishes and therefore are very dated in appearance and functionality. This includes windows, presentation space, storage etc.

Multipurpose Room - One classroom houses the adjustment counselor, reading specialist, the special educator and two speech and language pathologists.

**CAPACITY and UTILIZATION:** Please provide the original design capacity and a detailed description of the current capacity and utilization of the school facility. If the school is overcrowded, please describe steps taken by the administration to address capacity issues. Please also describe in detail any spaces that have been converted from their intended use to be used as classroom space (maximum of 5000 characters).

Kitchen - the school has a kitchen and food service area that is undersized for the current enrollment of 183 Pre K and K students at less than 700 square feet however MSBA recommends a 1600 square foot kitchen for elementary schools.

Staff room – is now located in a former storage room.

Administration and Offices - at the core of the school a number of spaces have been reshuffled in their use. The Principal's office is used as a conference room, the nurse office is used as the Principal's office and the nurse's office has been created out of a former gang toilet room.

Nurse Office - The nurse's office is an inadequate space at approximately 200 square feet. An ideal suite of 510 square feet, per MSBA guidelines, would include separate areas for waiting, examination, handicap accessible toilet and office space. An existing stall is used as the toilet which does not provide handicap access and the remainder of the space offers only enough room for a desk, daybed and some small cabinets. No lavatory was left in place for use by the nurse.

Toilets - there are gang toilet rooms for boys and girls adjacent to the offices near the lobby however the fixtures are not age-appropriate in terms of their height.

Storage - storage space is at a premium and is a significant issues at the school. There are toilet rooms associated with classrooms being used for storage and larger storage spaces are utilized for office or educational spaces.

Other Spaces - smaller spaces have been adapted in order to find locations to update and upgrade. For example, a built in telephone booth off the main lobby has been converted to the hub/server room for communications.

**MAINTENANCE and CAPITAL REPAIR: Please provide a detailed description of the district's current maintenance practices, its capital repair program, and the maintenance program in place at the facility that is the subject of this SOI. Please include specific examples of capital repair projects undertaken in the past, including any override or debt exclusion votes that were necessary (maximum of 5000 characters).**

The district utilizes employees of the Public Buildings Department to perform daily tasks and routine maintenance of the building. The custodial staff has a scheduled checklist of items and daily system checks, when issues are identified they use a web based maintenance work order system for repairs needed. The work order system is also used for preventative maintenance and scheduling daily work assignments for its maintenance staff. Electrical, HVAC and other issues are reported using the work order program and prioritized at the Facilities Department. The Public buildings department has a five year capital improvement plan, every year the capital budget is based on this plan which is separate from the schools operating budget each capital item is reviewed and voted on at the annual town meeting. Capital repairs include, in 2010 complete replacement upgrade of life safety system in the building, 2011 the replacement of 3,315 sq. ft. of tar and gravel roof and in 2012 the replacement of 16,180 sq. ft. of tar and gravel roof both replaced with a modified Bitumen system no overrides or debt exclusion necessary.

**Priority 7**

***Question 1: Please provide a detailed description of the programs not currently available due to facility constraints, the state or local requirement for such programs, and the facility limitations precluding the programs from being offered.***

**Educational Programming**

The Wildwood ECC is currently not able to house a social-emotional program for students due to space limitations. Students are sent to the sister school across town, often mid-year, leaving behind their peers and teachers with whom they have established relationships.

ELL services are offered to students who are eligible. However, we have had much difficulty providing an appropriate space for services to take place. Often services need to be delivered in a staff room or conference room. Staff often have to enter the room to access materials and cause disruption to services.

Due to current space constraints, we are currently using one classroom to house 2 Speech and Language Providers (SLPs), 1 reading specialist, 1 special educator, 1 school adjustment counselor and 1 educational assistant. This room is not optimal for providing services for many reasons including the high level of distractions, lack of confidentiality and overcrowding.

**Medical Needs and Diapering**

The Wildwood ECC houses 4 preschool programs for students ages 3-5. Many of the students are not toilet trained and the bathrooms in the program do not have adequate toileting areas for students. Some of our students have complicated medical needs that require the nurse and trained staff to perform diaper/changing needs. By regulation, these students must be ensured dignity and confidentiality.

Without dedicated and purpose-built space for this function, the nurse's office must be used and closed to the rest of the school population

**Assessment and Testing**

As an early childhood center, many of our students require one or more assessments. There is no separate space for testing individual students so temporarily available spaces that include the conference room or a classroom must be used.

**Nurse's Office**

The School Nurse's Office does not provide necessary privacy for making private phone calls or for assessing the needs of more than one student, especially if there is an emergency.

Confidentiality and privacy are paramount to providing safe and appropriate medical services. The School Nurse's Office is essentially one room with an associated toilet. As such, it does not provide necessary privacy for making confidential phone calls or for assessing the needs of more than one student, especially if there is an emergency.

**General Classroom Activities**

Even the general classroom activities are impaired by facilities constraints. The current MSBA Space Summary Template describes the guidelines for Pre-K and Kindergarten classrooms to be between 1100 and 1300 net square feet, including a dedicated internal toilet facility. Our existing Pre-K and K classrooms average 900 NSF with no internal toilets.

**Professional Space/Meeting Facilities**

Special educators are required to track assessment data for students on IEPs. The single conference room, when available, is used for IEP Team meetings, grade level meetings, professional development, and small group instruction or testing. Since this space is used by many groups, we cannot post assessment data for ongoing data analysis.

Staff meetings are held in classrooms using chairs designed for Pre-K and K students or in the gymnasium/cafetorium where

Name of School Wildwood

acoustics are very poor and seating is not conducive to collaboration.

The office areas are also inadequate for meeting space. There is no room for visitors or students to sit in the outer office. The principal's office can only accommodate a group of 2-4 people.

**Main Office** – the main office lacks sufficient space to meet the combined needs of housing the building principal, administrative assistant and file storage.

**Priority 7**

**Question 2: Please describe the measures the district has taken or is planning to take in the immediate future to mitigate the problem(s) described above.**

**General Classroom Activities**

Most of the teachers have to store the materials and these are also required to be used as a room divider. However, there is very limited closet space so as a result teachers have to store things high up on shelving. Closets are not built into the wall and free standing closets. These units are not secure and therefore can be a safety factor issue if a student has a meltdown as they do topple over if confronted with sufficient force.

**Professional Space/Meeting Facilities**

The Conference Room does not have any technology and so if the projector is needed it has to be brought from the gym and set up and taken down after each meeting. This conference room space is very limited and cannot provide enough room for the entire staff to meet in. Additionally, on any given day there could be 5-7 meetings which become a logistical challenge. This challenge sometimes leads to the need to utilize the principal's office for meeting purposes forcing her to relocate.

**Nurse's Office**

- The School Nurse's Office does not provide necessary privacy for making private phone calls or for assessing the needs of more than one student, especially if there is an emergency. If there is a serious injury or a need for a parent conversation, the student who needs medication or who has a stomachache must exit the Nurse's Office and wait outside in a public area (the lobby). Students and staff feel as if they are on display. There is not a separate examination area, therefore, students must step outside when another student needs to be assessed.
- The School Nurse's Office does not have a private designated bathroom for privacy concerns or delicate medical needs.

**Parking and Traffic Flow** – the current parking for the facility is not sufficient for staff and visitors and necessitates opening up a portion of what otherwise would be a tarmac area for students in the back portion of the school.

**Priority 7**

***Question 3: Please provide a detailed explanation of the impact of the problem described in this priority on your district's educational program. Please include specific examples of how the problem prevents the district from delivering the educational program it is required to deliver and how students and/or teachers are directly affected by the problem identified.***

**Overview** - The Wildwood Early Childhood Center was constructed 65 years ago as a school for older elementary students. The facility has limited classroom storage, and inadequate sized classrooms according to what is considered appropriate. Given the antiquated physical facility, the building is not conducive to 21st century teaching and learning. Classrooms are extremely crowded and simply do not provide the flexible learning spaces to maximize the benefits of each program.

Additionally, it is a constant struggle to find accessible storage space, dedicate portions of the classroom for differentiated instruction, and a litany of day-to-day idiosyncrasies that negatively impact teaching and learning.

**Environment**

Ceiling tiles contain asbestos which impacts the replacement of classroom projectors, installation of smart boards, and updating wiring for electronics and communication systems.

The learning environment is negatively impacted by the condition of the building. Heating is inconsistent throughout the building. Air flow and quality is impacted by the age of the vent system. Summer programming is not held in the school due to the lack of air conditioning. The glass in most classroom windows has been replaced with opaque plexiglass. There are no screens and some windows have been screwed shut to prevent them from falling out. The lack of modernized lighting, an antiquated steam heating system, original windows and doors significantly impacts the overall climate and physical comfort for both staff and students in the facility often leading to intense cold or too warm conditions. When there is heavy rain or large amounts of melting snow, there are water leaks in various parts of the facility.

**Building Safety**

Overall building safety is a concern. There is only one locked door to gain entrance to the school lobby. Once a visitor is buzzed in, they have access to the cafeteria, all offices, and the main hallway, which can lead to any part of the school. Once inside, there is no other locked door to prevent access to the whole building, meaning an unwanted guest would have to be pursued if he/she passed the office.

The public address system is outdated and inconsistent. Although the main unit in the office has been recently replaced, the wiring could not be updated due to the asbestos ceiling tiles. Announcements only go into classrooms, not hallways or the cafeteria, and the call buttons do not always work. There are no phones in the classrooms and limited phones in the school for teachers to use for parent contact. The phone in the nurse's office is in the same space where students rest and provides no confidentiality.

**Storage**

Building and classroom storage for curriculum materials and supplies is inadequate. The current curriculum requires space for leveled reading libraries, science kits and equipment, math manipulatives, etc.

**Classroom Spaces** – many of the classrooms throughout the facility are undersized according to MSBA standards for the elementary level. This creates limitations on teaching and learning flexibility as well as challenges with providing students full access to 1:1 computer devices. Additionally, the lack of fully functioning restrooms at the kindergarten level creates a significant burden on staff.

Classrooms are extremely crowded and with contemporary instructional programs, these lack sufficient and flexible learning spaces to maximize the benefits of each program. It is a constant struggle to find accessible storage space, dedicate portions of the classroom for differentiated instruction, meet the security requirements of DESE on-line testing, and a litany of challenges that negatively impact teaching and learning.

**Accessibility**

A lack of appropriate educational spaces for specialized programs compromise these services as well, ultimately impacting our students. Students who are evaluated and/or receive services in crowded, distracted spaces may not be demonstrating their full potential. When students have to transfer from one side of town to another for their educational programming, they have to separate from familiar peers and staff which can be anxiety provoking.

**Daily Operations**

While the staff do a great job working around the obstacles described, there is no question that issues around storage, confidentiality for meetings and secure access to monitor the facility is impacted. Additionally, limitations with classrooms phones, and an inferior and outdated PA system compromise the full and necessary range of communication between the main office and all staff throughout the building. There are no phones in the classrooms. Staff members must jockey for access to four landlines that can be used for private, semi-confidential conversations with parents, caretakers and service providers.

Providing a separate room space that is accessible for all essential administrations with student records and files that would be kept confidential would be immensely helpful. Currently, files are placed in a variety of unlocked spaces, boxes, closets, and in the basement which are not easily accessible. A suite type of atmosphere where all the essential administration staff including nursing is important to maintain safety of the student's health and staff.

As it relates to the nurse's office, if there is a serious injury or a need for a parent conversation, the student who needs medication or who has a stomachache must exit the Nurse's Office and wait outside in a public area (the lobby). There is not a separate examination area, therefore, students must step outside when another student needs to be assessed.

Parking and Traffic Flow – the current parking for the facility is not sufficient for staff and visitors and necessitates opening up a portion of what otherwise would be a tarmac area for students in the back portion of the school.

There is a lack of confidentiality when multiple groups of students and teachers are learning at the same time. Although there are partitions and room dividers, students can see and hear other individuals or groups working on specific skills.

Name of School Wildwood

REQUIRED FORM OF VOTE TO SUBMIT AN SOI

REQUIRED VOTES

If the SOI is being submitted by a City or Town, a vote in the following form is required from both the City Council/Board of Aldermen OR the Board of Selectmen/equivalent governing body AND the School Committee.

If the SOI is being submitted by a regional school district, a vote in the following form is required from the Regional School Committee only. FORM OF VOTE Please use the text below to prepare your City's, Town's or District's required vote(s).

FORM OF VOTE

Please use the text below to prepare your City's, Town's or District's required vote(s).

Resolved: Having convened in an open meeting on \_\_\_\_\_, prior to the closing date, the \_\_\_\_\_ (City Council/Board of Aldermen, Board of Selectmen/Equivalent Governing Body/School Committee) of \_\_\_\_\_ (City/Town), in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest dated \_\_\_\_\_ for the \_\_\_\_\_ (Name of School) located at \_\_\_\_\_ (Address) which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future :

\_\_\_\_\_ ; (Insert a description of the priority or priorities checked off on the Statement of Interest Form and a brief description of the deficiency described therein for each priority); and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.

Massachusetts School Building Authority

Statement of Interest



Name of School Wildwood

**CERTIFICATIONS**

The undersigned hereby certifies that, to the best of his/her knowledge, information and belief, the statements and information contained in this statement of Interest and attached hereto are true and accurate and that this Statement of Interest has been prepared under the direction of the district school committee and the undersigned is duly authorized to submit this Statement of Interest to the Massachusetts School Building Authority. The undersigned also hereby acknowledges and agrees to provide the Massachusetts School Building Authority, upon request by the Authority, any additional information relating to this Statement of Interest that may be required by the Authority.

<b>Chief Executive Officer *</b>	<b>School Committee Chair</b>	<b>Superintendent of Schools</b>
Jeffrey Hull	Jennifer Bryson	Glenn Brand

Town Manager

(signature)	(signature)	(signature)
Date	Date	Date
5/6/2020 2:21:02 PM	5/6/2020 2:41:17 PM	5/6/2020 2:46:57 PM

\* Local Chief Executive Officer: In a city or town with a manager form of government, the manager of the municipality; in other cities, the mayor; and in other towns, the board of selectmen unless, in a city or town, some other municipal office is designated to the chief executive office under the provisions of a local charter. Please note, in districts where the Superintendent is also the Local Chief Executive Officer, it is required for the same person to sign the Statement of Interest Certifications twice.

**ATTACHMENT B**  
**MSBA STANDARD CONTRACT**  
**(Design/Bid/Build or CM-at-Risk)**

**CONTRACT FOR PROJECT MANAGEMENT SERVICES**

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

The Owner's Project Manager is authorized to perform the services required by this Contract through the Feasibility Study Phase and, pending receipt of a written Approval to proceed from the Owner, through the Schematic Design Phase. At the Owner's option, the Owner's Project Manager may be authorized to perform services for subsequent design phases and/or the Construction Phases and Completion Phase, at which time a mutually agreed upon amendment to this Contract will be executed between the Owner and the Owner's Project Manager. If the Owner elects to construct the project pursuant to G.L. c. 149, the amendment to this Contract shall include the Authority's Base OPM Contract Amendment for DBB for Basic Services required for the design-bid-build construction delivery method. If the Owner elects to construct the project pursuant to G.L. c. 149A, the amendment to this Contract shall include the insertion of the Authority's Base OPM Contract Amendment for CM at Risk, for Basic Services required for the CM at Risk construction delivery method.

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

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

**OWNER**

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print title)

By \_\_\_\_\_  
(signature and seal)

Date \_\_\_\_\_

**OWNER'S PROJECT MANAGER**

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print title)

By \_\_\_\_\_  
(signature)

Date \_\_\_\_\_

(Attach Certificate of Vote of Authorization)

TABLE OF CONTENTS

Page

Project description, fee and signatures ..... 1

ARTICLE 1 DEFINITIONS ..... 3

ARTICLE 2 RELATIONSHIP OF THE PARTIES ..... 5

ARTICLE 3 RESPONSIBILITIES OF THE OWNER ..... 6

ARTICLE 4 RESPONSIBILITIES OF THE OWNER'S PROJECT MANAGER..... 7

ARTICLE 5 SUBCONSULTANTS ..... 8

ARTICLE 6 TERM AND TIMELY PERFORMANCE..... 9

ARTICLE 7 COMPENSATION ..... 9

ARTICLE 8 BASIC SERVICES ..... 10

ARTICLE 9 EXTRA SERVICES ..... 15

ARTICLE 10 REIMBURSABLE EXPENSES..... 16

ARTICLE 11 RELEASE AND DISCHARGE ..... 17

ARTICLE 12 ASSIGNMENT, SUSPENSION, TERMINATION ..... 17

ARTICLE 13 NOTICES ..... 18

ARTICLE 14 INDEMNIFICATION OF OWNER AND AUTHORITY..... 18

ARTICLE 15 INSURANCE..... 19

ARTICLE 16 OWNERSHIP OF DOCUMENTS..... 21

ARTICLE 17 REGULATORY AND STATUTORY REQUIREMENTS..... 22

ATTACHMENT A: PAYMENT SCHEDULE

ATTACHMENT B: KEY PERSONNEL

## **ARTICLE 1: DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

**Base OPM Contract for DBB/CMR v. 1.15.21**

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

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

**FEE FOR BASIC SERVICES** – the fee to be paid to the Owner’s Project Manager for satisfactorily performing, in the Owner’s sole discretion, the Basic Services required under this Contract, exclusive of the compensation to which the Owner’s Project Manager is entitled pursuant to Articles 9 and 10.

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

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

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

**GUIDELINES AND STANDARDS** – Documents published by the Authority including regulations and procedures that supplement the tasks of Owner’s Project Managers contracting with Owners for projects receiving any funding from the Authority.

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

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

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

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

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

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

**Base OPM Contract for DBB/CMR v. 1.15.21**

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 2: RELATIONSHIP OF THE PARTIES**

**Base OPM Contract for DBB/CMR v. 1.15.21**

- 2.1 The Owner's Project Manager shall act as an independent contractor of the Owner in providing the services required under this Contract.
- 2.2 The Owner's Project Manager warrants and represents to the Owner that it has fully, completely and truthfully represented the qualifications and skills of the Owner's Project Manager, its Subconsultants, agents, servants and employees in the proposal submitted by the Owner's Project Manager, the Contract documents and in all communications with the Owner relative to this Contract and the services to be performed hereunder by the Owner's Project Manager, its Subconsultants, agents, servants and employees.
- 2.3 The Owner's Project Manager shall perform its services under this Contract with no less than that degree of skill and care ordinarily exercised by similarly situated members of the Owner's Project Manager's profession on projects of similar size, scope and complexity as is involved on the Project. The Owner's Project Manager's services shall be rendered in accordance with this Contract.
- 2.4 The Parties hereto agree that the Designer is solely responsible for the design requirements and design criteria for the Project (except to the extent specifically delegated to others) and for performing in accordance with the contract between the Owner and Designer.
- 2.5 The Parties hereto agree that the Contractor or CM at Risk, as the case may be, shall be solely responsible for construction means, methods, techniques, sequences and procedures, the Contractor's or CM at Risk's schedules, and for safety precautions and programs in connection with the Project and for performing in accordance with the Owner-Contractor Agreement or the Owner-CM at Risk Agreement. The Owner's Project Manager shall be responsible for the Owner's Project Manager's negligent acts or omissions but shall not have control over or charge over acts or omissions of the Contractors, CM at Risk, Subcontractors, Trade Contractors or Non-Trade Contractors or the agents or employees of the Contractor, CM at Risk, Subcontractors, Trade Contractors or Non-Trade Contractors the Designer, the Authority, the Owner or the Commissioning Consultant.
- 2.6 Nothing in this Contract shall be construed as an assumption by the Owner's Project Manager of the responsibilities or duties of the Contractor or the CM at Risk or the Designer. The Owner's Project Manager's services shall be rendered compatibly and in coordination with the services provided by the Designer. It is not intended that the services of the Owner's Project Manager and Designer be competitive or duplicative, but rather complementary. The Owner's Project Manager shall be entitled to rely upon the Designer and Contractor or CM at Risk for the proper performance of their obligations pursuant to their respective contracts with the Owner.

### **ARTICLE 3: RESPONSIBILITIES OF THE OWNER**

- 3.1 The Owner shall be responsible to oversee and monitor the performance of the Owner's Project Manager to ensure that it performs its obligations in a satisfactory manner. The Owner shall provide the necessary general direction and broad management coordination required to execute the Project.
- 3.2. The Owner shall designate an individual or individuals who shall have the authority to act on behalf of the Owner under this Contract and who shall be responsible for day-to-day communication between the Owner and the Owner's Project Manager.



- 3.3 Upon satisfactory completion of services performed, the Owner shall make payments to the Owner's Project Manager as provided in Articles 7, 8, 9 and 10.
- 3.4 The Owner shall be responsible for requiring the Contractor or CM at Risk and/or the Designer to comply with their respective contract obligations and to cooperate with the Owner's Project Manager.
- 3.5 The Owner shall provide timely information with respect to its requirements relative to the Project Schedule and the Project Budget, and shall further give timely notice to the Owner's Project Manager of any changes or modifications to the same.
- 3.6 To the extent such data is available, the Owner shall furnish to the Owner's Project Manager existing surveys of the Project site, building plans, borings, test pits, structural, mechanical, chemical or other test data, tests for air and water pollution and for hazardous materials, photographs and utility information. The Owner's Project Manager shall be entitled to reasonably rely upon the sufficiency and accuracy of the information furnished under this Article 3.6, provided that the Owner's Project Manager shall notify the Owner in writing of any deficiencies in such data that the Owner's Project Manager becomes aware of.

#### **ARTICLE 4: RESPONSIBILITIES OF THE OWNER'S PROJECT MANAGER**

- 4.1 The Owner's Project Manager shall provide project management services to monitor procurement procedures, design, construction and other related activities and to facilitate, coordinate and manage the Project with respect to timely performance in accordance with the Project Schedule and monitor the quality of services and workmanship and shall recommend courses of action to the Owner when respective contractual requirements are not being fulfilled. Services shall continue through substantial use and occupancy by the Owner, and Project closeout. As part of Basic Services, the Owner's Project Manager shall provide information as requested during final auditing as conducted by the Authority.
- 4.2 The Owner's Project Manager shall perform the services required under this Contract in conformance with applicable federal, state, and local laws, ordinances and regulations.
- 4.3 The Owner's Project Manager shall report to the Owner any act or inaction in connection with the Project which the Owner's Project Manager believes creates a substantial health or safety risk. Notwithstanding the immediately preceding sentence, the Owner's Project Manager shall not assume responsibility for safety precautions and programs in connection with the Project, which shall remain the sole responsibility of the Contractor or CM at Risk, as the case may be.
- 4.4 The Owner's Project Manager shall comply with terms and conditions of all project agreements executed between the Owner and the Authority and any and all administrative directives issued by the Authority now in effect or hereafter promulgated during the term of this Contract, without any additional compensation. The Owner shall reasonably compensate the Owner's Project Manager for complying with any such term or condition or directive, that was not provided to or was not readily available to the Owner's Project Manager prior to such Services being performed and that materially impacts the Owner's Project Manager's scope, or other aspect of its Services, Fee, schedule, or any obligations and responsibilities under this Contract.

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

#### **ARTICLE 5: SUBCONSULTANTS**

- 5.1 The Owner's Project Manager may employ Subconsultants, subject to the prior written approval of the Owner and subject to Paragraph 10.3 in order to perform Basic, Extra and Reimbursable services under this Contract. The employment of Subconsultants shall not in any way relieve the Owner's Project Manager from its responsibilities under this Contract. Nor shall the Owner's approval of a Subconsultant in any way relieve the Owner's Project Manager from its responsibilities under this Contract.
- 5.2 Upon request, the Owner's Project Manager shall provide the Owner copies of its agreements with Subconsultants, including amendments thereto, and shall consult with the Owner with respect to the inclusion therein of appropriate terms and conditions to assure timely, efficient and competent performance of the Subconsultants.
- 5.3 No substitution of Subconsultants and no use of additional Subconsultants shall be made without prior written approval of the Owner, which approval shall not be unreasonably withheld.
- 5.4 The OPM shall be responsible for all compensation to be paid to a subconsultant. No Subconsultant shall have recourse against the Owner or the Authority for payment of monies

**Base OPM Contract for DBB/CMR v. 1.15.21**

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

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

#### **ARTICLE 6: TERM AND TIMELY PERFORMANCE**

- 6.1 The Owner's Project Manager acknowledges that expeditious completion of the Owner's Project Manager's services and the Project is of the utmost importance to the Owner. The term of this Agreement shall commence on the date stipulated in an Approval to proceed from the Owner. The Owner's Project Manager shall complete the services required under this Contract in a prompt and continuous manner. The Owner's Project Manager shall perform its services in a timely manner and shall not delay the work of the Designer, Contractor or CM at Risk. The Owner's Project Manager shall monitor the performance of the Designer and the Contractor or CM at Risk in accordance with schedules of performance that are established under their contracts with the Owner. The Owner's Project Manager shall immediately advise the Owner, as well as the Designer or the Contractor or CM at Risk, in writing, any time the Owner's Project Manager determines that either the Designer or the Contractor's or CM at Risk's performance is jeopardizing the Project Schedule or the Project Budget.
- 6.2 Time is of the essence in the performance of the Owner's Project Manager's obligations under this Agreement and under any amendment. The Owner's Project Manager agrees that no other work in its organization will be permitted to interfere with its timely performance of the work required under this Agreement or any amendment.
- 6.3 The Owner's Project Manager's services are to be provided in accordance with the time schedule set forth in the Feasibility Study Agreement and the Project Scope and Budget Agreement. If the schedule changes causing the need for revisions to the Owner's Project Manager's services, the Owner's Project Manager shall notify the Owner of the revisions to its services. The Owner shall have the right to extend the term of this Contract by amendment. All the rights and obligations of the parties for such extended periods shall be as set forth in this Contract or in the amendment.

#### **ARTICLE 7: COMPENSATION**

- 7.1 For the satisfactory performance of all services required pursuant to this Contract, excluding those services specified under Articles 9 and 10, the Owner's Project Manager shall be compensated by the Owner in an amount up to the Not-to-Exceed Fee for Basic Services, identified on Attachment A. The Owner's Project Manager shall submit invoices on a monthly basis in accordance with the Payment Schedule included as Attachment A. The Owner shall make payments to the Owner's Project Manager within 30 days of the Owner's approval of the invoice, which approval shall not be unreasonably withheld or delayed.
- 7.2 The Fee for Basic Services shall include, but not necessarily be limited to, all labor, overhead, profit, insurance, legal services, transportation, communication expenses, reasonable printing and copying necessary for completion of the Project. The fee for Basic Services also shall include (a) the costs of rebidding and resolicitation of proposals, bids, or

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

- 7.3 When the Owner's Project Manager receives payment from the Owner, the Owner's Project Manager shall promptly make payment to each Subconsultant whose work was included in the work for which such payment was received. The Owner shall have the contractual right to investigate any breach of performance of a Subconsultant and to initiate corrective measures it determines are necessary and in the best interest of the Owner. All contracts between the Owner's Project Manager and its Subconsultants shall include a provision in which the Owner's rights to initiate corrective action shall be stipulated.
- 7.4 The Owner's Project Manager shall be paid the remainder of the Fee for Basic Services, less previous payments, upon acceptance by the Owner of the Certificate of Final Completion and submission of evaluations.

#### **ARTICLE 8: BASIC SERVICES**

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

##### **8.1 Project Management (For All Phases)**

- 8.1.1 The Owner's Project Manager shall prepare a communication and document control procedure during the Feasibility Study/Schematic Design Phase and continue to update it as specified for the duration of the Project. This procedure shall detail the responsibilities and lines of communication among all Project participants (Owner, Authority, Owner's Project Manager, Designer, Contractor or CM at Risk, Subcontractors, Trade Contractors, Non-Trade Contractors and other consultants, vendors or suppliers) and establish the procedure for correspondence, document control, designer and contractor or CM at Risk submittal logs, change order reporting logs and other tracking logs, as needed. The Owner's Project Manager shall include the Designer in its distribution of the Project Budget, Schedule, Monthly Progress Report and other reports as appropriate and as outlined in the Communications Plan.
- 8.1.1.2 The Owner's Project Manager shall assist the Owner in the preparation of all information, material, documentation, and reports that may be required or requested by the Authority, including without limitation, documentation related to incentive reimbursement percentage points that may be awarded to the Owner by the Authority, requests for reimbursement, and audit materials.
- 8.1.1.3 The Owner's Project Manager shall prepare agendas for and attend school building committee meetings, attend meetings with other representatives of the Owner, municipal administration and the school department, and attend neighborhood meetings relating to the Project, and participate as a member of the Owner's Prequalification Committee. The Owner's Project Manager shall take minutes of all of the above-referenced meetings and promptly distribute minutes of these meetings to the Owner.

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

8.1.2 Project Control

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

8.1.2.1 Project Budget

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

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

8.1.2.2 Cost Estimating

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

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

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

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

#### 8.1.2.3 Project Schedule

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

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

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#### 8.1.3 Monthly Progress Report

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

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

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

#### 8.1.6 Site Investigations and Environmental Testing

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

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

**8.1.7 Project Records and Reports (All Phases)**

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

**8.2 Feasibility Study/Schematic Design Phase**

**8.2.1 Designer Selection**

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

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

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

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

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

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

**8.2.2 Feasibility Study/Schematic Design**

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

- a. Prepare independent construction cost estimates pursuant to Section

**Base OPM Contract for DBB/CMR v. 1.15.21**

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

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

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

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

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

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

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

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

8.2.2.7 The Owner's Project Manager shall assist the Owner in determining the appropriate construction delivery methodology for the Proposed Project. In providing such assistance, the Owner's Project Manager, in conjunction with the Designer, shall advise the Owner on the relative advantages and disadvantages associated with each of the construction delivery methods provided in M.G.L. Chapters 149 and 149A. The services provided by the Owner's Project Manager in assisting and advising the Owner in its determination of the appropriate construction delivery methodology shall be included in Basic Services.

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

**Base OPM Contract for DBB/CMR v. 1.15.21**



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

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

**INTENTIONALLY LEFT BLANK FOR INSERTION OF ARTICLES 8.3 THROUGH 8.8 FOR EITHER DBB OR CM AT RISK CONSTRUCTION DELIVERY METHOD AT THE ELECTION OF THE OWNER AND BY AMENDMENT TO THE CONTRACT**

**ARTICLE 9: EXTRA SERVICES**

**9.1 General**

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

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

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

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

**Base OPM Contract for DBB/CMR v. 1.15.21**

- 9.2.1 Preparing special studies, reports, or applications at the written direction of the Owner, other than those specifically required herein as part of Basic Services;
  - 9.2.2 Assisting in the appeals process of permitting boards or commissions;
  - 9.2.3 Rebidding, resolicitation, or re-advertising for bids, proposals, or qualifications unless made necessary by the fault of the Owner's Project Manager, in which events such rebidding shall be deemed part of Basic Services;
  - 9.2.4 Furnishing services in connection with a bid protest filed in court or with the Office of the Attorney General, provided such activities did not arise due to the fault of the Owner's Project Manager;
  - 9.2.5 Furnishing services in excess of Basic Services made necessary by the termination of the General Contractor or CM at Risk;
  - 9.2.6 Providing consultation with respect to replacement of work damaged by fire or other casualty during construction;
  - 9.2.7 Assisting the Owner in litigation, claims resolution or non-binding mediation arising out of the Designer contract or the construction contract, provided such litigation or claims did not arise due to the fault of the Owner's Project Manager, and
  - 9.2.8 Providing other services requested by the Owner that are not included as Basic Services pursuant to this Contract.
- 9.3 Invoices for Extra Services shall be accompanied by a complete breakdown listing the name, payroll title, date, number of hours by day, hourly rate and extended amount, per specified task of Extra Services performed. Hourly rates shall be in accordance with the Hourly Rate Schedule in Attachment A.

**ARTICLE 10: REIMBURSABLE EXPENSES**

- 10.1 For coordination and responsibility for the work described in the following paragraphs 10.1.1 and 10.1.2, the Owner's Project Manager shall be reimbursed its actual costs and those of its Subconsultants, supported by invoices or receipts, plus 10%. The following are reimbursable expenses:
- 10.1.1 Certain out of pocket expenses paid by the Owner's Project Manager such as filing fees, and permit fees that are normally paid by the Owner; travel to fabrication or manufacturing locations to identify completed, identified, and stored materials or equipment specifically for the Project; field office furnishings.
  - 10.1.2 Any other specially authorized reimbursement deemed essential by the Owner, in the Owner's sole discretion, in writing.
- 10.2 Non-Reimbursable Items: The Owner shall not reimburse the Owner's Project Manager or its Subconsultants for travel expenses, sustenance, telephone, facsimiles, electronic mails, postage and delivery expenses, unless specifically required elsewhere in this Contract.

**Base OPM Contract for DBB/CMR v. 1.15.21**

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

#### **ARTICLE 11: RELEASE AND DISCHARGE**

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

#### **ARTICLE 12: ASSIGNMENT, SUSPENSION, TERMINATION**

##### **12.1 Assignment:**

- 12.1.1 The Owner's Project Manager shall not assign or transfer any part of its services or obligations under this Contract (other than as specified in Article 5), without the prior written approval of the Owner and the Authority. Likewise, any successor to the Owner's Project Manager must first be approved by the Owner and the Authority before performing any services under this Contract. Such written consent shall not in any way relieve the Owner's Project Manager or its assignee from its responsibilities under this Contract.

##### **12.2 Suspension**

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

##### **12.3 Termination**

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

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

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

- (a) if the Owner, within thirty (30) days following written notice from the Owner's Project Manager of any material default by the Owner under the Contract, shall have failed to cure such default; or
- (b) if, after the Owner's Project Manager has performed all services required during any phase prior to construction, at least six (6) months have elapsed without receipt by the Owner's Project Manager of Approval to proceed with the next Phase of the Project, provided the delay was not the fault of the Owner's Project Manager. This provision shall not apply to an Owner's Project Manager who has received a notice of suspension pursuant to Article 12.2.
- (c) Upon a proper termination by the Owner's Project Manager, the Owner's Project Manager shall be compensated as provided in 12.3.1 above regarding termination without cause.

#### **ARTICLE 13: NOTICES**

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

#### **ARTICLE 14: INDEMNIFICATION OF OWNER AND AUTHORITY**

- 14.1 With respect to professional services rendered by Owner's Project Manager, to the fullest extent permitted by law, Owner's Project Manager shall defend, indemnify and hold harmless the Owner, and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner to the extent caused by the negligence of or the breach of any of the provisions of this Contract by the Owner's Project Manager, a person employed by the Owner's Project Manager, or any of its Subconsultants.
- 14.2 With respect to non-professional services rendered by Owner's Project Manager, to the fullest extent permitted by law, Owner's Project Manager shall defend, indemnify and hold harmless the Owner and the Authority, and their officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the

Base OPM Contract for DBB/CMR v. 1.15.21

Owner and/or the Authority arising out of or resulting from the performance of its services provided that such claims, damages, liabilities, injuries, costs, fees, expenses, or losses are attributable to bodily injury or death or injury to or destruction of tangible property and to the extent caused by an act or omission of the Owner's Project Manager, a person employed by the Owner's Project Manager, or any of its Subconsultants.

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

#### **ARTICLE 15: INSURANCE**

- 15.1 The Owner's Project Manager shall obtain and maintain at its sole expense all insurance required by law and as may be required by the Authority and by the Owner under the terms of this Contract. The insurance required hereunder shall be provided at the sole expense of the Owner's Project Manager or its Subconsultant, as the case may be, and shall be in full force and effect for the full term of this Contract between the Owner and the Owner's Project Manager or for such longer period as otherwise required under this Contract.
- 15.2 All policies shall be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth of Massachusetts with a financial strength rating of "A" or better as assigned by A.M. Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the Owner and the Authority.
- 15.3 The Owner's Project Manager and its Subconsultants, shall submit to the Owner original certificates of insurance evidencing the coverage required hereunder, together with evidence that all premiums for such insurance have been fully paid simultaneously with the execution of this Contract. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles/self-insured retentions, and policy effective and expiration dates. The Owner's Project Manager shall submit updated certificates to the Owner and the Authority prior to the expiration of any of the policies referenced in the certificates so that the Owner and the Authority shall at all times possess certificates indicating current coverage. Original certificates shall be provided to the Authority by the Owner's Project Manager upon request by the Authority. Failure by the Owner's Project Manager to obtain and maintain the insurance required by this Section, to obtain all policy renewals, or to provide the respective insurance certificates as required shall constitute a material breach of the Contract and shall be just cause for termination of the services of the Owner's Project Manager under this Contract.
- 15.4 Termination, cancellation, or material modification of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to the Owner and the Authority at least thirty days prior to the effective date thereof, which shall be expressed in said notice.
- 15.5 The Owner's Project Manager shall require by contractual obligation, and shall ensure by the exercise of due diligence, that any Subconsultant hired in connection with the services to be provided under this Contract shall obtain and maintain all insurance required by law and as may be required by the Owner under the terms of this Contract.

**Base OPM Contract for DBB/CMR v. 1.15.21**

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

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

The Owner's Project Manager shall purchase and maintain at its own expense during the life of this Contract, or such other time period as provided herein, the following types and amounts of insurance, at a minimum:

15.7.1 Workers' Compensation Insurance in accordance with General Laws Chapter 152. The policy shall be endorsed to waive the insurer's rights of subrogation against the Owner and the Authority.

15.7.2 Commercial General Liability Insurance (including Premises/Operations; Products/ Completed Operations; Contractual; Independent Contractors; Broad Form Property Damage; and Personal Injury) with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 aggregate. The Owner's Project Manager shall maintain such insurance in full force and effect for a minimum period of one year after final payment and shall continue to provide evidence of such coverage to the Owner and the Authority. The Owner and the Authority shall be added as an additional insured on this policy. The policy shall be endorsed to waive the insurer's rights of subrogation against the Owner and the Authority.

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

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

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

15.8 Professional Liability

The Owner's Project Manager shall maintain professional liability insurance covering errors and omissions and negligent acts of the Owner's Project Manager and of any person or entity for whose performance the Owner's Project Manager is legally liable at all times while services are being performed under this Contract. Certificates of professional liability insurance evidencing such coverage shall be provided to the Owner on or before the effective date of this Contract and for a period of at least six years after

the earlier of: (1) the date of official acceptance of the completed Project by the Owner; (2) the date of the opening of the Project to public use; (3) the date of the acceptance by the general contractor of a final pay estimate prepared by the Owner pursuant to M.G.L. chapter 30; or (4) the date of substantial completion of the Construction Contract and the taking of possession of the Project for occupancy by the Owner. The certificates shall indicate a retroactive date that is no later than the effective date of this Contract and a limit of not less than \$1,000,000.

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

15.9 Liability of the Owner's Project Manager

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

15.10 Waiver of Subrogation

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

**ARTICLE 16: OWNERSHIP OF DOCUMENTS**

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

**Base OPM Contract for DBB/CMR v. 1.15.21**

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

#### **ARTICLE 17: REGULATORY AND STATUTORY REQUIREMENTS**

- 17.1 **Truth-in-Negotiations Certificate:** If the Owner's Project Manager's fee is negotiated, by signing this Contract, the Owner's Project Manager hereby certifies to the following:
- 17.1.1 Wage rates and other costs used to support the Owner's Project Manager's compensation are accurate, complete, and current at the time of contracting; and
  - 17.1.2 The Contract price and any additions to the Contract may be adjusted within one year of completion of the Contract to exclude any significant amounts if the Owner determines that the fee was increased by such amounts due to inaccurate, incomplete or non-current wage rates or other costs.
- 17.2 The person signing this Contract certifies, as a principal or director of the Owner's Project Manager, that the Owner's Project Manager has not given, offered or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Contract; no consultant to or Subconsultant for the Owner's Project Manager has given, offered or agreed to give any gift, contribution or offer of employment to the Owner's Project Manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Owner's Project Manager or Subconsultant of a contract by the Owner's Project Manager; and no person, corporation or other entity, other than a bona fide full-time employee of the Owner's Project Manager, has been retained or hired by the Owner's Project Manager to solicit for or in any way assist the Owner's Project Manager in obtaining this Contract upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Contract .
- 17.3 **Revenue Enforcement and Protection Program (REAP):** Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, the undersigned certifies under the penalties of perjury that to the best of his/her knowledge and belief that the Owner's Project Manager and the principals thereof are in compliance with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
- 17.4 **Interest of Owner's Project Manager:** The Owner's Project Manager hereby certifies that it is in compliance with the provisions of General Laws Chapter 268A whenever

**Base OPM Contract for DBB/CMR v. 1.15.21**



applicable. The Owner's Project Manager covenants that 1) he/she presently has no financial interest and shall not acquire any such interest direct or indirect, which would conflict in any manner or degree with the services required to be performed under this Contract or which would violate M.G.L. Chapter 268A, as amended from time-to-time; 2) in the performance of this Contract, no person having any such interest shall be employed by the Owner's Project Manager; and 3) no partner or employee of the firm is related by blood or marriage to any officer, official, or employee of the Owner, unless approved by the State Ethics Commission.

- 17.5 Equal Opportunity: The Owner's Project Manager shall not discriminate in employment against any person on the basis of race, color, religion, national origin, sex, sexual orientation, age, ancestry, disability, marital status, veteran status, membership in the armed forces, presence of children, or political beliefs. The Owner's Project Manager shall comply with all provisions of Title VI of the Civil Rights Act of 1964 and M.G.L. c.151B.
- 17.6 Certification of Non-Collusion: The Owner's Project Manager certifies under penalties of perjury that its proposal has been made in and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- 17.7 Governing Law: This Contract shall be governed by the laws of the Commonwealth of Massachusetts.
- 17.8 Dispute Resolution: If a dispute arises between the parties related to this Contract, the parties agree to use the following procedures to resolve the dispute: (a) Negotiation. A meeting shall be held between representatives of the parties with decision-making authority regarding the dispute to attempt in good faith to negotiate a resolution of the dispute; such meeting shall be held within fourteen calendar days of a party's written request for such a meeting; (b) Mediation. If the parties fail to negotiate a resolution of the dispute, they shall submit the dispute to mediation as a condition precedent to litigation and shall bear equally the costs of the mediation. The parties shall jointly appoint a mutually acceptable mediator; they shall seek assistance from an independent third party in such appointment if they have been unable to agree upon such appointment within 30 days of the meeting just noted in (a) above; (c) Litigation. If the parties fail to resolve the dispute through mediation, or are unable to convene mediation within 90 days of first attempting to do so, then either party may file suit in accordance with Article 17.9; and (d) This paragraph of dispute resolution provisions shall survive termination of this Contract.
- 17.9 Venue: Any suit by either party arising under this Contract shall be brought only in the court of competent jurisdiction in the county where the Project is located. The parties hereto waive any argument that this venue is improper or that the forum is inconvenient.

**ATTACHMENT A**  
**PAYMENT SCHEDULE**

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

**Hourly Rate Schedule**

<u>Title</u>	<u>Rate/Hr.</u>
--------------	-----------------

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

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

**Base OPM Contract for DBB/CMR v. 1.15.21**

ATTACHMENT C  
ENROLLMENT LETTER AND CERTIFICATION



# Massachusetts School Building Authority

**Deborah B. Goldberg**  
*Chairman, State Treasurer*

**James A. MacDonald**  
*Chief Executive Officer*

**John K. McCarthy**  
*Executive Director / Deputy CEO*

April 22, 2022

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

Re: Town of Wilmington, Wildwood Elementary School.

Dear Mr. Hull:

I would like to thank representatives of the Town of Wilmington (the "District") for continuing to work with the Massachusetts School Building Authority (the "MSBA") staff and meeting on March 22, 2022, to further discuss enrollment and the housing related developments that could potentially impact enrollment at the Wildwood Early Childhood Center, Woburn Street Elementary School, and the North Intermediate School. The MSBA also appreciates the additional information received on April 13, 2022, that offered more specific details related to the proposed housing developments. Please refer to the MSBA correspondence dated March 11, 2022, for the information regarding the enrollment projection and methodologies for the Wildwood Elementary School project (the "Proposed Project").

As described in the March 11, 2022, letter the projection for the proposed school building project focused on potential consolidation for the Wildwood Early Childhood Center, the Woburn Elementary School and the North Intermediate School, which was based on half of the District's projected elementary enrollment as follows:

- Grade K: 120 students (plus pre-K students)
- Grades K-3: 465 students (plus pre-K students)
- Grades K-5: 695 students (plus pre-K students)

The MSBA has considered the discussions held on March 22, 2022, with the District regarding the historic distribution of enrollment between the two elementary school pathways and the additional housing development information received on April 13, 2022.

As it relates to the historic use of the two elementary school pathways, the MSBA notes that the Wildwood Early Childhood Center, the Woburn Elementary School and the North Intermediate School have housed between 52% and 54% of the District's elementary school enrollment over the last 5 years, for an average of 53%. Adjusting the enrollment to be based on 53% of the

student projection added the following totals to the projected averages for the District's proposed grade configurations as compared to the prior enrollment projection:

- For grade K, the adjustment added approximately five students.
- For grades K-3, the adjustment added approximately 30 students.
- For grades K-5, the adjustment added approximately 40 students.

As it relates to the housing development information provided regarding the 132-unit development to be located within the catchment area for the Wildwood Early Childhood Center, the Woburn Elementary School and the North Intermediate School, it added the following totals to the projected averages for the District's proposed grade configurations as compared to the prior enrollment projection:

- For grade K, the adjustment added approximately five students.
- For grades K-3, the adjustment added approximately 15 students.
- For grades K-5, the adjustment added approximately 20 students.

Based on the analysis presented in MSBA's letter dated March 11, 2022, coupled with the adjustments, analysis and discussions with the District described above, the MSBA recommends, for planning and study purposes only, the following study enrollments:

- Grade K: 130 students (plus pre-K students)
- Grades K-3: 510 students (plus pre-K students)
- Grades K-5: 755 students (plus pre-K students)

---

Please note that these recommendations for multiple study enrollments do not represent an affirmation by the MSBA for approval and/or funding of any of these options and are intended only to provide a framework to inform the feasibility study to be conducted as a means of determining the most cost effective and educationally sound solution to be agreed upon by the District and the MSBA.

If the Preferred Schematic is based on the consolidation of the above-mentioned schools, the District will be required to establish in the Preferred Schematic Report the proposed future use or disposition of any facilities vacated or otherwise reprogrammed by this potential project and provide a description of the changes needed to the vacated schools and sites to accommodate the proposed use including conceptual budgets, and schedules. Further, the MSBA will require a written plan from the District describing the process for determining local support for the consolidated Preferred Schematic and associated redistricting as a result of the consolidation, as well as the potential work required to prepare the vacated school buildings for the proposed use once the proposed school project opens.

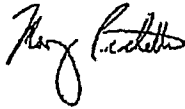
The MSBA believes that this study enrollment recommendation will position the District to efficiently meet space capacity needs throughout future enrollment variations. Please sign and return the attached certification no later than the close of business Tuesday, April 26, 2022, to

Page 3  
April 22, 2022  
Wilmington, Wildwood Elementary School Enrollment Letter

confirm agreement on this study enrollment. If the District feels that this study enrollment recommendation does not meet the needs of the District, please contact Sarah Przybylowicz to arrange a follow up call with the MSBA.

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

Sincerely,



Mary Pichetti  
Director of Capital Planning

Cc: Legislative Delegation  
Lilia Maselli, Chair, Wilmington Board of Selectmen  
Jennifer Bryson, Chair, Wilmington School Committee  
Dr. Glenn Brand, Superintendent, Wilmington Public Schools  
Paul Ruggiero, Assistant Superintendent of Administration and Finance, Wilmington Public Schools  
George W. Hooper II, Public Buildings Superintendent, Town of Wilmington  
File: 10.2 Letters (Region 3)

**MASSACHUSETTS SCHOOL BUILDING AUTHORITY  
TOWN OF WILMINGTON  
WILDWOOD ELEMENTARY SCHOOL  
STUDY ENROLLMENT CERTIFICATION**

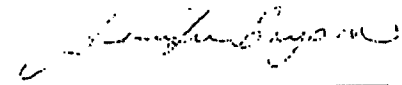
As a result of a collaborative analysis with the Massachusetts School Building Authority (the "MSBA") of enrollment projections and space capacity needs for the Wildwood Elementary School (the "Proposed Project"), the Town of Wilmington hereby acknowledges and agrees that the design of alternatives, which may be evaluated as a part of the feasibility study for the Wildwood Elementary School, shall be based in accordance with the following:

Enrollment for Grade K at the Wildwood Elementary School	Enrollment for Grades K-3, in a consolidated Wildwood Elementary School and Woburn Street Elementary School	Enrollment for Grades K-5, in a consolidated Wildwood Elementary School, Woburn Street Elementary School, and North Intermediate School
130 students	510 students	755 students

The Town of Wilmington further acknowledges and agrees that pursuant to 963 CMR 2.00 *et seq.*, the MSBA shall determine the square feet per student space allowance and total square footage according to the enrollments noted above. The Town of Wilmington acknowledges and agrees that it has no right or entitlement to any particular design enrollment, square feet per student space allowance, or total square footage and that it has no right or entitlement to a design enrollment any greater than any of the enrollments noted above, and further acknowledges and agrees that it shall not bring any claim or action, legal or equitable, against the MSBA, or any of its officers or employees, for the purpose of obtaining an increase in the design enrollment for the Proposed Project that it has acknowledged and agreed to herein. The Town of Wilmington further acknowledges and agrees that, among other things, the design enrollment, square feet per student space allowance, and total square footage of the Proposed Project shall be subject to the approval of the MSBA's Board and that the final approval of a Proposed Project shall be within the sole discretion of the MSBA's Board.


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

  
\_\_\_\_\_  
Chief Executive Officer

  
\_\_\_\_\_  
Duly Authorized Representative of School Committee

4/25/22  
\_\_\_\_\_  
Date

April 25, 2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Superintendent of Schools

April 25, 2022  
\_\_\_\_\_  
Date

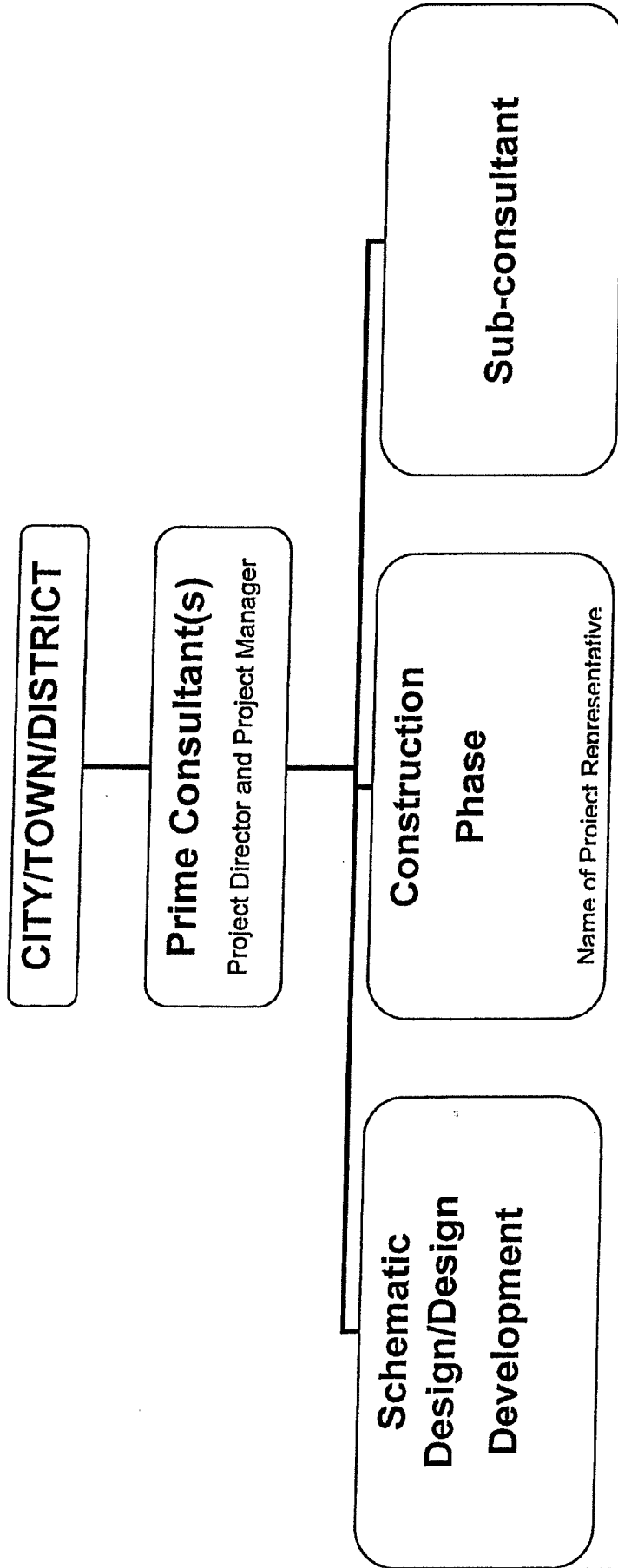
ATTACHMENT D  
OWNERS PROJECT MANAGER APPLICATION



ATTACHMENT D

Owner's Project Manager Application Form – March 2017																																											
1. Project Name/Location for Which Firm is Filing:																																											
1a. MSBA Project Number:																																											
2a. Respondent, Firm (Or Joint-Venture) - Name And Address Of Primary Office To Perform The Work:	2b. Name And Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:																																										
2c. Date Present And Predecessor Firms Were Established:	2d. Name And Address Of Parent Company, If Any:																																										
2e. Federal ID #:	2f. Name of Proposed Project Director:																																										
3. Personnel From Prime Firm Included In Question #2 Above By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline):																																											
<table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 15%;">Admin. Personnel</td><td style="width: 15%; text-align: center;">_____</td><td style="width: 15%;"></td><td style="width: 15%;"></td><td style="width: 15%;"></td><td style="width: 15%;"></td></tr> <tr><td>Architects</td><td style="text-align: center;">_____</td><td>Cost Estimators</td><td style="text-align: center;">_____</td><td>Other</td><td style="text-align: center;">_____</td></tr> <tr><td>Acoustical Engrs.</td><td style="text-align: center;">_____</td><td>Electrical Engrs.</td><td style="text-align: center;">_____</td><td>_____</td><td style="text-align: center;">_____</td></tr> <tr><td>Civil Engrs.</td><td style="text-align: center;">_____</td><td>Environmental Engrs.</td><td style="text-align: center;">_____</td><td>_____</td><td style="text-align: center;">_____</td></tr> <tr><td>Code Specialists</td><td style="text-align: center;">_____</td><td>Licensed Site Profs.</td><td style="text-align: center;">_____</td><td>_____</td><td style="text-align: center;">_____</td></tr> <tr><td>Construction Inspectors</td><td style="text-align: center;">_____</td><td>Mechanical Engrs.</td><td style="text-align: center;">_____</td><td>_____</td><td style="text-align: center;">_____</td></tr> <tr><td></td><td></td><td></td><td></td><td style="text-align: center;">Total</td><td style="text-align: center;">_____</td></tr> </table>	Admin. Personnel	_____					Architects	_____	Cost Estimators	_____	Other	_____	Acoustical Engrs.	_____	Electrical Engrs.	_____	_____	_____	Civil Engrs.	_____	Environmental Engrs.	_____	_____	_____	Code Specialists	_____	Licensed Site Profs.	_____	_____	_____	Construction Inspectors	_____	Mechanical Engrs.	_____	_____	_____					Total	_____	
Admin. Personnel	_____																																										
Architects	_____	Cost Estimators	_____	Other	_____																																						
Acoustical Engrs.	_____	Electrical Engrs.	_____	_____	_____																																						
Civil Engrs.	_____	Environmental Engrs.	_____	_____	_____																																						
Code Specialists	_____	Licensed Site Profs.	_____	_____	_____																																						
Construction Inspectors	_____	Mechanical Engrs.	_____	_____	_____																																						
				Total	_____																																						
4. Has this Joint-Venture previously worked together? <input type="checkbox"/> Yes <input type="checkbox"/> No																																											

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



<p>6. Brief Resume for Key Personnel ONLY as indicated in the Request for Services. Resumes should be consistent with the persons listed on the organizational chart in Question # 5. Additional sheets should be provided only as required for the number of key personnel and they must be in the format provided. By including a firm as a subconsultant, the prime applicant certifies that the listed firm has agreed to work on this project, should the team be selected.</p>	
<p>a. Name and Title Within Firm:</p>	
<p>b. Project Assignment:</p>	
<p>c. Name and Address of Office in Which Individual Identified in 6a Resides:</p>	
<p>d. Years Experience: With This Firm: _____ With Other Firms: _____</p>	
<p>e. Education: Degree(s) /Year/Specialization</p>	
<p>f. Date of MCPPO Certification:</p>	
<p>g. Applicable Registrations and Certifications:</p>	
<p>h. Current Work Assignments and Availability For This Project (availability should be identified as a percentage: eg. "As of 5/30, 50% available"):</p>	
<p>i. Other Experience and Qualifications Relevant To The Proposed Project: (Identify OPM Firm By Which Employed, If Not Current Firm. Please distinguish between OPM work and any design work performed by the firm.):</p>	

7a	Past Performance: List all Completed Projects, in excess of \$1.5 million, for which the Prime Applicant has performed, or has entered into a contract to perform Owner's Project Management Services for all Public Agencies within the Commonwealth within the past 10 years.									
a.	Project Name And Location Project Director	b. Brief Description Of Project And Services (Include Reference To Areas Of Similar Experience)	c. Project Dollar Value	d. Completion Date (Actual Or Estimate)	e. On Time (Yes Or No)	f. Original Construction Contract Value	g. Change Orders	h. Number of Accidents and Safety Violations	i. Dollar Value of any Safety fines	j. Number And Outcome Of Legal Actions
(1)										
(2)										
(3)										
(4)										



7b. Past Performance: Provide the following information for those completed Projects listed above in 7a for which the Prime Applicant has performed, or has entered into a contract to perform (cont) Owner's Project Management Services for all Public Agencies within the Commonwealth within the past 10 years.						
a. Project Name And Location Project Director	b. Original Project Budget	c. Final Project Budget	d. If different, provide reason(s) for variance	e. Original Project Completion	e. Actual Project Completion On Time (Yes or No)	f. If different, provide reason(s) for variance.
(1)						
(2)						
(3)						
(4)						
(5)						

8. Capacity: Identify all current/ongoing Work by Prime Applicant, Joint-Venture Members or Sub-consultants. Identify project participants and highlight any work involving the project participants identified in the response.									
Project Name And Location Project Director	b. Brief Description Of Project And Services (Include Reference To Areas Of Similar Experience)	c. Original Project Budget	d. Current Project Budget	d. Project Completion Date	e. Current forecast completion date On Time (Yes Or No)	f. Original Construction Contract Value	g. Number and dollar value of Change Orders	h. Number and dollar value of claims	
1.									
2.									
3.									
4.									
5.									
6.									
7.									
8.									

9. References: Provide the following information for completed and current Projects listed above in 7 and 8 for which the Prime Applicant has performed, or has entered into a contract to perform Owner's Project Management Services for all Public Agencies within the Commonwealth within the past 10 years.				
a.	Project Name And Location Project Director	Client's Name, Address and Phone Number. Include Name of Contact Person	Project Name And Location Project Director	Client's Name, Address and Phone Number. Include Name of Contact Person
1)			5)	
2)			6)	
3)			7)	
4)			8)	
			9)	
			10)	
			11)	
			12)	



<p>9. Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-consultants. If Needed, Up To Three, Double-Sided 8 1/2" X 11" Supplementary Sheets Will Be Accepted. <b>APPLICANTS ARE REQUIRED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED.</b></p>	
<p>10.</p>	<p>I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.</p> <p>Submitted By _____ Printed Name And Title _____ Date _____ (Signature)</p>

**ATTACHMENT E**  
**REQUIRED CERTIFICATIONS AND FORMS**

**Required Certifications -to be supplied with proposal**  
**MCPPO Certifications- to be supplied with proposal**  
**OSHA 10 Certifications- to be supplied with proposal**  
**Form for Bid**  
**Signature Page**  
**Certification of Non-Collusion and Tax Compliance**  
**Conflict of Interest Certification**  
**Truth in Negotiations Certificate**

**FORM FOR BID**

Having fully examined, read, and in understanding of the specifications for this job and being familiar with all of the conditions surrounding the proposed work and or supplies, including any addenda for which receipt of is acknowledged below, the undersigned proposes to complete all work as specified in this invitation to bid for the price stated below:

**Company Information:**

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

E-Mail \_\_\_\_\_

FID # \_\_\_\_\_

**SIGNATURE FOR INDIVIDUAL**

Name of Company	Telephone Number
Name and Title of Individual Authorized to Sign	Fax Number
Signature	Date
Email	

**Signature for Partnerships (must be signed by ALL general partners)**

Name of Partnership	Date
Name and Title of Partner	Signature
Name and Title of Partner	Signature
Name and Title of Partner	Signature
Telephone Number of Company Offices	Fax Number of Company Offices
Email	

**Use additional sheet if necessary**



**PROPOSAL - SUBMISSION FORMS**

**CERTIFICATE OF NON-COLLUSION: REQUIRED FORM**

Pursuant to M.G.L. Ch. 30b, s10, the undersigned hereby certifies, under penalties of perjury, that this bid or proposal has been made and submitted in good faith and without fraud or collusion with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The undersigned certifies under the penalties of perjury that this bid or bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity or group of individuals.

\_\_\_\_\_  
Signature of person submitting contract/bid

\_\_\_\_\_  
Date

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

**CERTIFICATE OF TAX COMPLIANCE**

Pursuant to M.G.L. Ch.62c, s49A, I hereby certify, under penalties of perjury that to my best knowledge and belief that the undersigned bidder has filed all state tax returns and paid all state taxes required by law.

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

\_\_\_\_\_  
Social Security Number or Federal Identification Number

\_\_\_\_\_  
Signature of Individual or Corporate Name

\_\_\_\_\_  
*Corporate Officer  
(if applicable)*

**CERTIFICATION REGARDING CONFLICT OF INTEREST**

The Respondent hereby certifies that it is in compliance with the provisions of General Laws Chapter 268A whenever applicable. The Respondent covenants that (1) he/she presently has no financial interest and shall not acquire any such interest direct or indirect; which would conflict in any manner or degree with the services required to be performed under the Contract with the Owner or which would violate M.G.L. Chapter 268A, as amended from time to time; (2) in the performance of the Contract with the Owner no person having such interest shall be employed by the Respondent; and (3) no partner or employee of the Respondent is related by blood or marriage to any officer, official, or employee of the Owner, unless approved by the State Ethics Commission.

\_\_\_\_\_ Signature of Respondent

**TRUTH IN NEGOTIATIONS CERTIFICATE**

The OPM hereby certifies and agrees to the following: a) The OPM certifies that the wage rates and other costs, if any, used to support the OPM's compensation are accurate, complete, and current at the time of contracting; and b) The OPM agrees that the Basic Fee, fees for Additional Services, and reimbursements for costs and expenses specified in this Contract as it may be modified from time to time may be adjusted within one year of completion of the Contract to exclude any significant amounts if the Owner determines that the fee was increased by such amounts due to inaccurate, incomplete, or noncurrent wage rates or other costs.

OPM: \_\_\_\_\_ By: \_\_\_\_\_  
duly authorized Print

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



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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 2: RELATIONSHIP OF THE PARTIES**

Base OPM Contract for DBB/CMR v. 1.15.21

- 2.1 The Owner's Project Manager shall act as an independent contractor of the Owner in providing the services required under this Contract.
- 2.2 The Owner's Project Manager warrants and represents to the Owner that it has fully, completely and truthfully represented the qualifications and skills of the Owner's Project Manager, its Subconsultants, agents, servants and employees in the proposal submitted by the Owner's Project Manager, the Contract documents and in all communications with the Owner relative to this Contract and the services to be performed hereunder by the Owner's Project Manager, its Subconsultants, agents, servants and employees.
- 2.3 The Owner's Project Manager shall perform its services under this Contract with no less than that degree of skill and care ordinarily exercised by similarly situated members of the Owner's Project Manager's profession on projects of similar size, scope and complexity as is involved on the Project. The Owner's Project Manager's services shall be rendered in accordance with this Contract.
- 2.4 The Parties hereto agree that the Designer is solely responsible for the design requirements and design criteria for the Project (except to the extent specifically delegated to others) and for performing in accordance with the contract between the Owner and Designer.
- 2.5 The Parties hereto agree that the Contractor or CM at Risk, as the case may be, shall be solely responsible for construction means, methods, techniques, sequences and procedures, the Contractor's or CM at Risk's schedules, and for safety precautions and programs in connection with the Project and for performing in accordance with the Owner-Contractor Agreement or the Owner-CM at Risk Agreement. The Owner's Project Manager shall be responsible for the Owner's Project Manager's negligent acts or omissions but shall not have control over or charge over acts or omissions of the Contractors, CM at Risk, Subcontractors, Trade Contractors or Non-Trade Contractors or the agents or employees of the Contractor, CM at Risk, Subcontractors, Trade Contractors or Non-Trade Contractors the Designer, the Authority, the Owner or the Commissioning Consultant.
- 2.6 Nothing in this Contract shall be construed as an assumption by the Owner's Project Manager of the responsibilities or duties of the Contractor or the CM at Risk or the Designer. The Owner's Project Manager's services shall be rendered compatibly and in coordination with the services provided by the Designer. It is not intended that the services of the Owner's Project Manager and Designer be competitive or duplicative, but rather complementary. The Owner's Project Manager shall be entitled to rely upon the Designer and Contractor or CM at Risk for the proper performance of their obligations pursuant to their respective contracts with the Owner.

### **ARTICLE 3: RESPONSIBILITIES OF THE OWNER**

- 3.1 The Owner shall be responsible to oversee and monitor the performance of the Owner's Project Manager to ensure that it performs its obligations in a satisfactory manner. The Owner shall provide the necessary general direction and broad management coordination required to execute the Project.
- 3.2. The Owner shall designate an individual or individuals who shall have the authority to act on behalf of the Owner under this Contract and who shall be responsible for day-to-day communication between the Owner and the Owner's Project Manager.

- 3.3 Upon satisfactory completion of services performed, the Owner shall make payments to the Owner's Project Manager as provided in Articles 7, 8, 9 and 10.
- 3.4 The Owner shall be responsible for requiring the Contractor or CM at Risk and/or the Designer to comply with their respective contract obligations and to cooperate with the Owner's Project Manager.
- 3.5 The Owner shall provide timely information with respect to its requirements relative to the Project Schedule and the Project Budget, and shall further give timely notice to the Owner's Project Manager of any changes or modifications to the same.
- 3.6 To the extent such data is available, the Owner shall furnish to the Owner's Project Manager existing surveys of the Project site, building plans, borings, test pits, structural, mechanical, chemical or other test data, tests for air and water pollution and for hazardous materials, photographs and utility information. The Owner's Project Manager shall be entitled to reasonably rely upon the sufficiency and accuracy of the information furnished under this Article 3.6, provided that the Owner's Project Manager shall notify the Owner in writing of any deficiencies in such data that the Owner's Project Manager becomes aware of.

#### **ARTICLE 4: RESPONSIBILITIES OF THE OWNER'S PROJECT MANAGER**

- 4.1 The Owner's Project Manager shall provide project management services to monitor procurement procedures, design, construction and other related activities and to facilitate, coordinate and manage the Project with respect to timely performance in accordance with the Project Schedule and monitor the quality of services and workmanship and shall recommend courses of action to the Owner when respective contractual requirements are not being fulfilled. Services shall continue through substantial use and occupancy by the Owner, and Project closeout. As part of Basic Services, the Owner's Project Manager shall provide information as requested during final auditing as conducted by the Authority.
- 4.2 The Owner's Project Manager shall perform the services required under this Contract in conformance with applicable federal, state, and local laws, ordinances and regulations.
- 4.3 The Owner's Project Manager shall report to the Owner any act or inaction in connection with the Project which the Owner's Project Manager believes creates a substantial health or safety risk. Notwithstanding the immediately preceding sentence, the Owner's Project Manager shall not assume responsibility for safety precautions and programs in connection with the Project, which shall remain the sole responsibility of the Contractor or CM at Risk, as the case may be.
- 4.4 The Owner's Project Manager shall comply with terms and conditions of all project agreements executed between the Owner and the Authority and any and all administrative directives issued by the Authority now in effect or hereafter promulgated during the term of this Contract, without any additional compensation. The Owner shall reasonably compensate the Owner's Project Manager for complying with any such term or condition or directive, that was not provided to or was not readily available to the Owner's Project Manager prior to such Services being performed and that materially impacts the Owner's Project Manager's scope, or other aspect of its Services, Fee, schedule, or any obligations and responsibilities under this Contract.

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

#### **ARTICLE 5: SUBCONSULTANTS**

- 5.1 The Owner's Project Manager may employ Subconsultants, subject to the prior written approval of the Owner and subject to Paragraph 10.3 in order to perform Basic, Extra and Reimbursable services under this Contract. The employment of Subconsultants shall not in any way relieve the Owner's Project Manager from its responsibilities under this Contract. Nor shall the Owner's approval of a Subconsultant in any way relieve the Owner's Project Manager from its responsibilities under this Contract.
- 5.2 Upon request, the Owner's Project Manager shall provide the Owner copies of its agreements with Subconsultants, including amendments thereto, and shall consult with the Owner with respect to the inclusion therein of appropriate terms and conditions to assure timely, efficient and competent performance of the Subconsultants.
- 5.3 No substitution of Subconsultants and no use of additional Subconsultants shall be made without prior written approval of the Owner, which approval shall not be unreasonably withheld.
- 5.4 The OPM shall be responsible for all compensation to be paid to a subconsultant. No Subconsultant shall have recourse against the Owner or the Authority for payment of monies

**Base OPM Contract for DBB/CMR v. 1.15.21**

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

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

#### **ARTICLE 6: TERM AND TIMELY PERFORMANCE**

- 6.1 The Owner's Project Manager acknowledges that expeditious completion of the Owner's Project Manager's services and the Project is of the utmost importance to the Owner. The term of this Agreement shall commence on the date stipulated in an Approval to proceed from the Owner. The Owner's Project Manager shall complete the services required under this Contract in a prompt and continuous manner. The Owner's Project Manager shall perform its services in a timely manner and shall not delay the work of the Designer, Contractor or CM at Risk. The Owner's Project Manager shall monitor the performance of the Designer and the Contractor or CM at Risk in accordance with schedules of performance that are established under their contracts with the Owner. The Owner's Project Manager shall immediately advise the Owner, as well as the Designer or the Contractor or CM at Risk, in writing, any time the Owner's Project Manager determines that either the Designer or the Contractor's or CM at Risk's performance is jeopardizing the Project Schedule or the Project Budget.
- 6.2 Time is of the essence in the performance of the Owner's Project Manager's obligations under this Agreement and under any amendment. The Owner's Project Manager agrees that no other work in its organization will be permitted to interfere with its timely performance of the work required under this Agreement or any amendment.
- 6.3 The Owner's Project Manager's services are to be provided in accordance with the time schedule set forth in the Feasibility Study Agreement and the Project Scope and Budget Agreement. If the schedule changes causing the need for revisions to the Owner's Project Manager's services, the Owner's Project Manager shall notify the Owner of the revisions to its services. The Owner shall have the right to extend the term of this Contract by amendment. All the rights and obligations of the parties for such extended periods shall be as set forth in this Contract or in the amendment.

#### **ARTICLE 7: COMPENSATION**

- 7.1 For the satisfactory performance of all services required pursuant to this Contract, excluding those services specified under Articles 9 and 10, the Owner's Project Manager shall be compensated by the Owner in an amount up to the Not-to-Exceed Fee for Basic Services, identified on Attachment A. The Owner's Project Manager shall submit invoices on a monthly basis in accordance with the Payment Schedule included as Attachment A. The Owner shall make payments to the Owner's Project Manager within 30 days of the Owner's approval of the invoice, which approval shall not be unreasonably withheld or delayed.
- 7.2 The Fee for Basic Services shall include, but not necessarily be limited to, all labor, overhead, profit, insurance, legal services, transportation, communication expenses, reasonable printing and copying necessary for completion of the Project. The fee for Basic Services also shall include (a) the costs of rebidding and resolicitation of proposals, bids, or

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

- 7.3 When the Owner's Project Manager receives payment from the Owner, the Owner's Project Manager shall promptly make payment to each Subconsultant whose work was included in the work for which such payment was received. The Owner shall have the contractual right to investigate any breach of performance of a Subconsultant and to initiate corrective measures it determines are necessary and in the best interest of the Owner. All contracts between the Owner's Project Manager and its Subconsultants shall include a provision in which the Owner's rights to initiate corrective action shall be stipulated.
- 7.4 The Owner's Project Manager shall be paid the remainder of the Fee for Basic Services, less previous payments, upon acceptance by the Owner of the Certificate of Final Completion and submission of evaluations.

#### **ARTICLE 8: BASIC SERVICES**

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

##### **8.1 Project Management (For All Phases)**

- 8.1.1 The Owner's Project Manager shall prepare a communication and document control procedure during the Feasibility Study/Schematic Design Phase and continue to update it as specified for the duration of the Project. This procedure shall detail the responsibilities and lines of communication among all Project participants (Owner, Authority, Owner's Project Manager, Designer, Contractor or CM at Risk, Subcontractors, Trade Contractors, Non-Trade Contractors and other consultants, vendors or suppliers) and establish the procedure for correspondence, document control, designer and contractor or CM at Risk submittal logs, change order reporting logs and other tracking logs, as needed. The Owner's Project Manager shall include the Designer in its distribution of the Project Budget, Schedule, Monthly Progress Report and other reports as appropriate and as outlined in the Communications Plan.
- 8.1.1.2 The Owner's Project Manager shall assist the Owner in the preparation of all information, material, documentation, and reports that may be required or requested by the Authority, including without limitation, documentation related to incentive reimbursement percentage points that may be awarded to the Owner by the Authority, requests for reimbursement, and audit materials.
- 8.1.1.3 The Owner's Project Manager shall prepare agendas for and attend school building committee meetings, attend meetings with other representatives of the Owner, municipal administration and the school department, and attend neighborhood meetings relating to the Project, and participate as a member of the Owner's Prequalification Committee. The Owner's Project Manager shall take minutes of all of the above-referenced meetings and promptly distribute minutes of these meetings to the Owner.

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

8.1.7 Project Records and Reports (All Phases)

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

8.2 Feasibility Study/Schematic Design Phase

8.2.1 Designer Selection

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

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

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

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

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

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

8.2.2 Feasibility Study/Schematic Design

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

- a. Prepare independent construction cost estimates pursuant to Section

**Base OPM Contract for DBB/CMR v. 1.15.21**

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

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

- 8.2.2.1 The Owner's Project Manager shall review the schematic design to recommend Value Engineering Changes (VEC) to the Owner. A Value Engineering Change shall include an analysis of the constructability, cost, quality and schedule impact. The Designer will be responsible for a thorough review and recommendation on the technical merit of any VEC.
- 8.2.2.2 The Owner's Project Manager shall lead design coordination meetings every two weeks, between the Designer and the Owner and, as required, the Authority, to provide for review and discussion of design/engineering related issues. The Owner's Project Manager shall provide technical assistance to the Owner. The Owner's Project Manager shall take and distribute minutes of these meetings to the Owner.
- 8.2.2.3 The Owner's Project Manager shall assist in the implementation of additional site evaluation and testing as required by the Designer, including, but not necessarily limited to, site surveys, wetlands evaluation, environmental evaluations, hazardous materials evaluation, subsurface testing (percolation tests, test pits, borings, etc.), destructive testing and other investigative work in the case of renovation projects.
- 8.2.2.4 The Owner's Project Manager shall monitor the status of the Designer contract including monitoring the schedule of the Designer, provide review and comment of Designer's work product and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the Designer's contract with the Owner are not being fulfilled.
- 8.2.2.5 The Owner's Project Manager shall meet with the Owner, Designer and other project participants as necessary.
- 8.2.2.6 The Owner's Project Manager shall assist the Owner with the completion of grant applications for funding for the study of green design strategies and assist by identifying green strategies, as appropriate, for study during this phase. The Owner's Project Manager shall assist the Owner and Designer, as needed, in the preparation of the certification required for Green Schools in accordance with the current edition of the MA-CHPS or LEED for Schools guidelines.
- 8.2.2.7 The Owner's Project Manager shall assist the Owner in determining the appropriate construction delivery methodology for the Proposed Project. In providing such assistance, the Owner's Project Manager, in conjunction with the Designer, shall advise the Owner on the relative advantages and disadvantages associated with each of the construction delivery methods provided in M.G.L. Chapters 149 and 149A. The services provided by the Owner's Project Manager in assisting and advising the Owner in its determination of the appropriate construction delivery methodology shall be included in Basic Services.

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



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

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

**INTENTIONALLY LEFT BLANK FOR INSERTION OF ARTICLES 8.3 THROUGH 8.8 FOR EITHER DBB OR CM AT RISK CONSTRUCTION DELIVERY METHOD AT THE ELECTION OF THE OWNER AND BY AMENDMENT TO THE CONTRACT**

**ARTICLE 9: EXTRA SERVICES**

**9.1 General**

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

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

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

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

**Base OPM Contract for DBB/CMR v. 1.15.21**

- 9.2.1 Preparing special studies, reports, or applications at the written direction of the Owner, other than those specifically required herein as part of Basic Services;
  - 9.2.2 Assisting in the appeals process of permitting boards or commissions;
  - 9.2.3 Rebidding, resolicitation, or re-advertising for bids, proposals, or qualifications unless made necessary by the fault of the Owner's Project Manager, in which events such rebidding shall be deemed part of Basic Services;
  - 9.2.4 Furnishing services in connection with a bid protest filed in court or with the Office of the Attorney General, provided such activities did not arise due to the fault of the Owner's Project Manager;
  - 9.2.5 Furnishing services in excess of Basic Services made necessary by the termination of the General Contractor or CM at Risk;
  - 9.2.6 Providing consultation with respect to replacement of work damaged by fire or other casualty during construction;
  - 9.2.7 Assisting the Owner in litigation, claims resolution or non-binding mediation arising out of the Designer contract or the construction contract, provided such litigation or claims did not arise due to the fault of the Owner's Project Manager; and
  - 9.2.8 Providing other services requested by the Owner that are not included as Basic Services pursuant to this Contract.
- 9.3 Invoices for Extra Services shall be accompanied by a complete breakdown listing the name, payroll title, date, number of hours by day, hourly rate and extended amount, per specified task of Extra Services performed. Hourly rates shall be in accordance with the Hourly Rate Schedule in Attachment A.

**ARTICLE 10: REIMBURSABLE EXPENSES**

- 10.1 For coordination and responsibility for the work described in the following paragraphs 10.1.1 and 10.1.2, the Owner's Project Manager shall be reimbursed its actual costs and those of its Subconsultants, supported by invoices or receipts, plus 10%. The following are reimbursable expenses:
- 10.1.1 Certain out of pocket expenses paid by the Owner's Project Manager such as filing fees, and permit fees that are normally paid by the Owner; travel to fabrication or manufacturing locations to identify completed, identified, and stored materials or equipment specifically for the Project; field office furnishings.
  - 10.1.2 Any other specially authorized reimbursement deemed essential by the Owner, in the Owner's sole discretion, in writing.
- 10.2 Non-Reimbursable Items: The Owner shall not reimburse the Owner's Project Manager or its Subconsultants for travel expenses, sustenance, telephone, facsimiles, electronic mails, postage and delivery expenses, unless specifically required elsewhere in this Contract.

**Base OPM Contract for DBB/CMR v. 1.15.21**

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

#### **ARTICLE 11: RELEASE AND DISCHARGE**

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

#### **ARTICLE 12: ASSIGNMENT, SUSPENSION, TERMINATION**

12.1 Assignment:

- 12.1.1 The Owner's Project Manager shall not assign or transfer any part of its services or obligations under this Contract (other than as specified in Article 5), without the prior written approval of the Owner and the Authority. Likewise, any successor to the Owner's Project Manager must first be approved by the Owner and the Authority before performing any services under this Contract. Such written consent shall not in any way relieve the Owner's Project Manager or its assignee from its responsibilities under this Contract.

12.2 Suspension

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

12.3 Termination

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

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

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

- (a) if the Owner, within thirty (30) days following written notice from the Owner's Project Manager of any material default by the Owner under the Contract, shall have failed to cure such default; or
- (b) if, after the Owner's Project Manager has performed all services required during any phase prior to construction, at least six (6) months have elapsed without receipt by the Owner's Project Manager of Approval to proceed with the next Phase of the Project, provided the delay was not the fault of the Owner's Project Manager. This provision shall not apply to an Owner's Project Manager who has received a notice of suspension pursuant to Article 12.2.
- (c) Upon a proper termination by the Owner's Project Manager, the Owner's Project Manager shall be compensated as provided in 12.3.1 above regarding termination without cause.

#### **ARTICLE 13: NOTICES**

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

#### **ARTICLE 14: INDEMNIFICATION OF OWNER AND AUTHORITY**

14.1 With respect to professional services rendered by Owner's Project Manager, to the fullest extent permitted by law, Owner's Project Manager shall defend, indemnify and hold harmless the Owner, and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner to the extent caused by the negligence of or the breach of any of the provisions of this Contract by the Owner's Project Manager, a person employed by the Owner's Project Manager, or any of its Subconsultants.

14.2 With respect to non-professional services rendered by Owner's Project Manager, to the fullest extent permitted by law, Owner's Project Manager shall defend, indemnify and hold harmless the Owner and the Authority, and their officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the

Owner and/or the Authority arising out of or resulting from the performance of its services provided that such claims, damages, liabilities, injuries, costs, fees, expenses, or losses are attributable to bodily injury or death or injury to or destruction of tangible property and to the extent caused by an act or omission of the Owner's Project Manager, a person employed by the Owner's Project Manager, or any of its Subconsultants.

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

#### **ARTICLE 15: INSURANCE**

- 15.1 The Owner's Project Manager shall obtain and maintain at its sole expense all insurance required by law and as may be required by the Authority and by the Owner under the terms of this Contract. The insurance required hereunder shall be provided at the sole expense of the Owner's Project Manager or its Subconsultant, as the case may be, and shall be in full force and effect for the full term of this Contract between the Owner and the Owner's Project Manager or for such longer period as otherwise required under this Contract.
- 15.2 All policies shall be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth of Massachusetts with a financial strength rating of "A" or better as assigned by A.M. Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the Owner and the Authority.
- 15.3 The Owner's Project Manager and its Subconsultants, shall submit to the Owner original certificates of insurance evidencing the coverage required hereunder, together with evidence that all premiums for such insurance have been fully paid simultaneously with the execution of this Contract. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles/self-insured retentions, and policy effective and expiration dates. The Owner's Project Manager shall submit updated certificates to the Owner and the Authority prior to the expiration of any of the policies referenced in the certificates so that the Owner and the Authority shall at all times possess certificates indicating current coverage. Original certificates shall be provided to the Authority by the Owner's Project Manager upon request by the Authority. Failure by the Owner's Project Manager to obtain and maintain the insurance required by this Section, to obtain all policy renewals, or to provide the respective insurance certificates as required shall constitute a material breach of the Contract and shall be just cause for termination of the services of the Owner's Project Manager under this Contract.
- 15.4 Termination, cancellation, or material modification of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to the Owner and the Authority at least thirty days prior to the effective date thereof, which shall be expressed in said notice.
- 15.5 The Owner's Project Manager shall require by contractual obligation, and shall ensure by the exercise of due diligence, that any Subconsultant hired in connection with the services to be provided under this Contract shall obtain and maintain all insurance required by law and as may be required by the Owner under the terms of this Contract.

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

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

The Owner's Project Manager shall purchase and maintain at its own expense during the life of this Contract, or such other time period as provided herein, the following types and amounts of insurance, at a minimum:

15.7.1 Workers' Compensation Insurance in accordance with General Laws Chapter 152. The policy shall be endorsed to waive the insurer's rights of subrogation against the Owner and the Authority.

15.7.2 Commercial General Liability Insurance (including Premises/Operations; Products/ Completed Operations; Contractual; Independent Contractors; Broad Form Property Damage; and Personal Injury) with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 aggregate. The Owner's Project Manager shall maintain such insurance in full force and effect for a minimum period of one year after final payment and shall continue to provide evidence of such coverage to the Owner and the Authority. The Owner and the Authority shall be added as an additional insured on this policy. The policy shall be endorsed to waive the insurer's rights of subrogation against the Owner and the Authority.

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

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

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

15.8 Professional Liability

The Owner's Project Manager shall maintain professional liability insurance covering errors and omissions and negligent acts of the Owner's Project Manager and of any person or entity for whose performance the Owner's Project Manager is legally liable at all times while services are being performed under this Contract. Certificates of professional liability insurance evidencing such coverage shall be provided to the Owner on or before the effective date of this Contract and for a period of at least six years after

the earlier of: (1) the date of official acceptance of the completed Project by the Owner; (2) the date of the opening of the Project to public use; (3) the date of the acceptance by the general contractor of a final pay estimate prepared by the Owner pursuant to M.G.L. chapter 30; or (4) the date of substantial completion of the Construction Contract and the taking of possession of the Project for occupancy by the Owner. The certificates shall indicate a retroactive date that is no later than the effective date of this Contract and a limit of not less than \$1,000,000.

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

15.9 Liability of the Owner's Project Manager

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

15.10 Waiver of Subrogation

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

**ARTICLE 16: OWNERSHIP OF DOCUMENTS**

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

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

#### **ARTICLE 17: REGULATORY AND STATUTORY REQUIREMENTS**

- 17.1 Truth-in-Negotiations Certificate: If the Owner's Project Manager's fee is negotiated, by signing this Contract, the Owner's Project Manager hereby certifies to the following:
- 17.1.1 Wage rates and other costs used to support the Owner's Project Manager's compensation are accurate, complete, and current at the time of contracting; and
  - 17.1.2 The Contract price and any additions to the Contract may be adjusted within one year of completion of the Contract to exclude any significant amounts if the Owner determines that the fee was increased by such amounts due to inaccurate, incomplete or non-current wage rates or other costs.
- 17.2 The person signing this Contract certifies, as a principal or director of the Owner's Project Manager, that the Owner's Project Manager has not given, offered or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Contract; no consultant to or Subconsultant for the Owner's Project Manager has given, offered or agreed to give any gift, contribution or offer of employment to the Owner's Project Manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Owner's Project Manager or Subconsultant of a contract by the Owner's Project Manager; and no person, corporation or other entity, other than a bona fide full-time employee of the Owner's Project Manager, has been retained or hired by the Owner's Project Manager to solicit for or in any way assist the Owner's Project Manager in obtaining this Contract upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Contract .
- 17.3 Revenue Enforcement and Protection Program (REAP): Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, the undersigned certifies under the penalties of perjury that to the best of his/her knowledge and belief that the Owner's Project Manager and the principals thereof are in compliance with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
- 17.4 Interest of Owner's Project Manager: The Owner's Project Manager hereby certifies that it is in compliance with the provisions of General Laws Chapter 268A whenever



applicable. The Owner's Project Manager covenants that 1) he/she presently has no financial interest and shall not acquire any such interest direct or indirect, which would conflict in any manner or degree with the services required to be performed under this Contract or which would violate M.G.L. Chapter 268A, as amended from time-to-time; 2) in the performance of this Contract, no person having any such interest shall be employed by the Owner's Project Manager; and 3) no partner or employee of the firm is related by blood or marriage to any officer, official, or employee of the Owner, unless approved by the State Ethics Commission.

- 17.5 Equal Opportunity: The Owner's Project Manager shall not discriminate in employment against any person on the basis of race, color, religion, national origin, sex, sexual orientation, age, ancestry, disability, marital status, veteran status, membership in the armed forces, presence of children, or political beliefs. The Owner's Project Manager shall comply with all provisions of Title VI of the Civil Rights Act of 1964 and M.G.L c.151B.
- 17.6 Certification of Non-Collusion: The Owner's Project Manager certifies under penalties of perjury that its proposal has been made in and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- 17.7 Governing Law: This Contract shall be governed by the laws of the Commonwealth of Massachusetts.
- 17.8 Dispute Resolution: If a dispute arises between the parties related to this Contract, the parties agree to use the following procedures to resolve the dispute: (a) Negotiation. A meeting shall be held between representatives of the parties with decision-making authority regarding the dispute to attempt in good faith to negotiate a resolution of the dispute; such meeting shall be held within fourteen calendar days of a party's written request for such a meeting; (b) Mediation. If the parties fail to negotiate a resolution of the dispute, they shall submit the dispute to mediation as a condition precedent to litigation and shall bear equally the costs of the mediation. The parties shall jointly appoint a mutually acceptable mediator; they shall seek assistance from an independent third party in such appointment if they have been unable to agree upon such appointment within 30 days of the meeting just noted in (a) above; (c) Litigation. If the parties fail to resolve the dispute through mediation, or are unable to convene mediation within 90 days of first attempting to do so, then either party may file suit in accordance with Article 17.9; and (d) This paragraph of dispute resolution provisions shall survive termination of this Contract.
- 17.9 Venue: Any suit by either party arising under this Contract shall be brought only in the a court of competent jurisdiction in the county where the Project is located. The parties hereto waive any argument that this venue is improper or that the forum is inconvenient.

**ATTACHMENT A**

**PAYMENT SCHEDULE**

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

**Hourly Rate Schedule**

<b><u>Title</u></b>	<b><u>Rate/Hr.</u></b>
---------------------	------------------------

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

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

**Base OPM Contract for DBB/CMR v. 1.15.21**



# Wilmington, Massachusetts

INTER-DEPARTMENTAL COMMUNICATION

FROM THE TOWN MANAGER

October 7, 2022


TO: Board of Selectmen

RE: Wildwood School Building Committee

The Wildwood School Building Committee convened on Monday, October 3rd to receive an update on consideration of eight (8) options to serve as interim accommodations for students and staff customarily assigned to the Wildwood School Early Childhood Center.

Representatives from the architectural firm Dore and Whittier have been working with Town and School Department personnel to evaluate the best approach to accommodate students and staff displaced when the Wildwood School heating tank ruptured in February of 2022. The goal is to provide appropriate space for the students and staff during the next five to seven years while the Town works with the Massachusetts School Building Authority to determine the long-term solution for a school that replaces with the Wildwood School. After initially exploring 16 options, the working group reduced the viable options to eight. Dore and Whittier developed cost estimates for seven of the eight options. One of the eight remaining options was use of private commercial space to host students and staff. While several commercial sites were identified, they were not well suited for use as educational space and did not receive further consideration. Cost estimates were not prepared for the commercial properties.

As the attached PowerPoint presentation illustrates costs, estimates range from \$5,370,720 for limited renovations to the Wildwood School to \$17,818,000 for a grade reconfiguration requiring eight modular classrooms at the Woburn Street School and eight modular classrooms at the North Intermediate School. The Wildwood School Building Committee is expected to make a recommendation to the School Committee which will determine an option to recommend as a capital improvement project for the fiscal year 2024 budget.

  
Jeffrey M. Hull  
Town Manager

Attachment

cc: Finance Committee

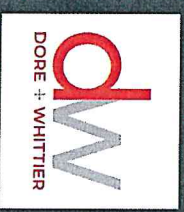
# Wildwood School Study

## WILMINGTON PUBLIC SCHOOLS



# School Building Committee Update

October 3, 2022



# Agenda

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- Discussion of Process
- Review of Options with Cost Estimates
- Project Schedule
- Questions and Discussion
- Discussion of “Finalist” Option(s)
- Detail review of Options if required (optional)



## Discussion of Process So Far

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- Architects/ Study Working Group generated initial Options
- Long List of (16) options evaluated and narrowed down
- Short List of (8) options further studied, and scope of work confirmed for:
  - site fit
  - enrollment vs. space
  - core spaces capacity serving increased enrollment
- Option 8 – Private Space eliminated – no suitable sites
- (7) Options cost-estimated
- Presenting and discussing today



# Discussion of Process Moving Forward

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Tonight: Discuss Options and Rank



School Building Committee/ Study Working Group to make Recommendation to the full School Committee



School Committee will consider and vote on a Preferred Option



Preferred Option incorporated into Capital Budget; funding to be determined



Vote to be held April 29, 2023 Town Meeting



# Short List of Options for Review

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1. **Renovate Wildwood School**
2. **Better accommodate temporary moves at Woburn, Shawshen and West Intermediate Schools**
3. Boutwell as all district Pre-Kindergarten; Kindergarten relocated to Shawshen
4. Relocate Wildwood 50/50 between Shawshen and Woburn
5. **Partial Reno of Wildwood Core Space only, add classroom modulars**
6. Relocate Wildwood to Woburn site
7. Relocate Wildwood to Shawshen site
8. **Relocate Wildwood to a private site**
9. Relocate Wildwood and grade reconfiguration north side of town only to PK-2, 3-4, 5-8
10. **Relocate Wildwood and grade reconfiguration north side of town only to PK-2, 3-5**
11. **Relocate Wildwood and grade reconfiguration to PK, K-2, 3-4, 5-8, 9-12**
12. **Relocate Wildwood and grade reconfiguration to PK, K-2, 3-4, 5-7, 8-12**
13. Boutwell as all district Pre-K; Kindergarten relocated to Woburn and Shawshen
14. Boutwell as all district Pre-K and West-only K; East-only K relocated to Woburn
15. Relocate Wildwood and move PK-K to Middle School site
16. **Relocate Wildwood and grade reconfiguration to PK, K-1, 2-4, 5-7, 8-12**





# Cost Estimate Summary of Options

OPTION NO.	DESCRIPTION	PROJECT COST (ECC x 1.30)	DURATION* (Months)
1	Limited Renovations to Wildwood School	\$5,370,720	9-10
2	Better Accommodate Temp Moves	\$15,545,900	11-12
5	Partial Reno of Wildwood; add Modular classrooms	\$16,584,440	12-13
10	Relocate WW, grade reconfig North only PK-2, 3-5	\$17,818,000	12-13
11	Boutwell PK, grade reconfig PK, K-2, 3-4, 5-8, 9-12	\$11,612,900	11-12
12	Boutwell PK, grade reconfig PK, K-2, 3-4, 5-7, 8-12	\$8,043,360	11-12
16	Boutwell PK, grade reconfig PK, K-1, 2-4, 5-7, 8-12	\$10,222,390	11-12

\* Durations are estimates only at this time, due to high market volatility and unpredictability.



# Options - Cost Drivers Summary

OPTI ON NO.	DESCRIPTION	PROJECT COST	COST DRIVERS	\$/SF Est Const. Cost
1	Limited Renovations to Wildwood School	\$5,370,720	Code-mandated Sprinkler, Accessibility Upgrades, New heating system	\$142
2	Better Accommodate Temp Moves	\$15,545,900	(12) Mods or 20,160 SF on three different sites – multiple site costs	\$593
5	Partial Reno of Wildwood; add Modular classrooms	\$16,584,440	(12) Mods or 20,160 SF on WW site, plus partial reno costs	\$394
10	Relocate WW, grade reconfig North only PK-2, 3-5	\$17,818,000	(16) Mods or 24,160 SF on two different sites – multiple site costs	\$569
11	Boutwell PK, grade reconfig PK, K-2, 3-4, 5-8, 9-12	\$11,612,900	(8) Mods or 12,740 SF on three different sites – multiple site costs	\$701
12	Boutwell PK, grade reconfig PK, K-2, 3-4, 5-7, 8-12	\$8,043,360	(6) Mods or 10,080 SF on two different sites – multiple site costs	\$614
16	Boutwell PK, grade reconfig PK, K-1, 2-4, 5-7, 8-12	\$10,222,390	(10) Mods or 13,300 SF on two different sites – multiple site costs	\$591



## Cost Drivers of Modular Options

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- **Gross SF Area** – base cost is **\$325/SF** for the modular alone (includes MEPs, toilet rooms)
- **Foundations**
- **Site Costs** – hookup of Utilities, some sites have prep costs
- **Multiple Sites** – duplicative site & utility hookup costs



# Immediate Schedule (Draft)

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- Oct 3-10 Discuss cost of Options and Rank
- Oct 4-10 Open up to feedback from Staff and/or Community?
- Oct? Community Presentation?
- Oct 10-11 School Building Committee/ Study Working Group to make recommendation to the full School Committee
- Oct 12 meeting School Committee will consider Recommendations (10/26 alt?)
- Nov 16 meeting School Committee to vote on a Preferred Option
- Nov 17-30 Direction to be incorporated into Capital Budget
- Dec 1- 15 Project funding source discussion, Budget finalized
- April 29, 2023 Project Vote at Town Meeting



# Project Schedule – Conventional

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April 29, 2023	Project Vote at Town Meeting
2 mos	OPM procurement
1 mo	Designer procurement
~4-5 mos	Detailed Design
1 mo	Bidding/Negotiation
<u>~4-8 mos*</u>	<u>Construction</u>
12-17 mos	Time to occupancy from Town Meeting
Apr '24 - Aug '24	Occupancy range*

\* Construction Durations are estimates only at this time, due to high market volatility and unpredictability.



# Project Schedule – Fast Track

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Nov 16, '22	School Committee to vote on a Preferred Option
By Nov 30, '23	Town funds OPM/Designer up to Bid phase only
By Jan, '23	Secure OPM and Designer
Jan – May	5 Mos. – Develop Construction Documents & bid project
Spring 2023	Town Meeting – Vote based on Bid Price
July, 2023	~4-8 months* Construction
Nov '23 - Mar '24	Occupancy range*

*\*Construction Durations are estimates only at this time, due to high market volatility and unpredictability.*



# QUESTIONS AND DISCUSSION

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- Pros and Cons
- Cost
- Need more info?
- Need feedback from Staff or Community prior to recommendation?
- Community Presentation?
- Votes
- Schedule

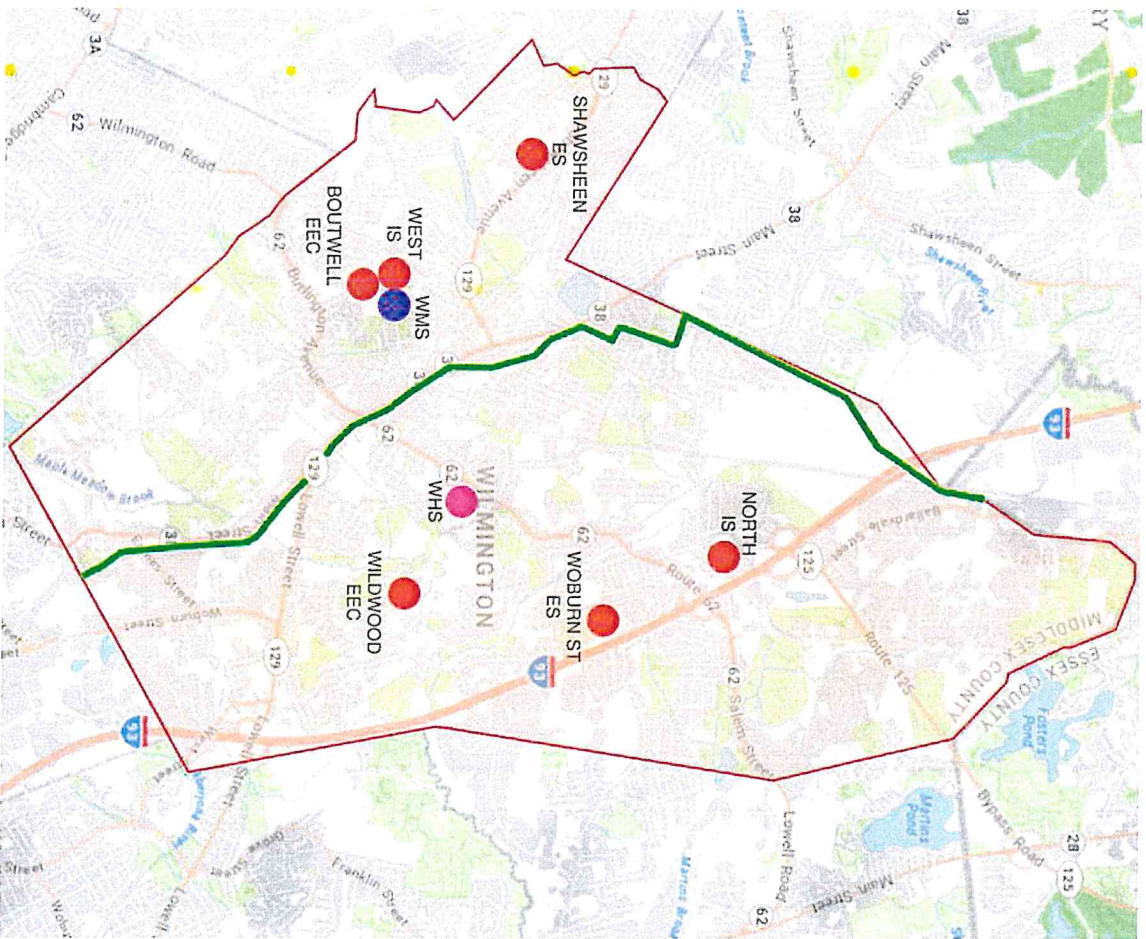


# APPENDIX -- OPTIONS DETAIL FOR REFERENCE



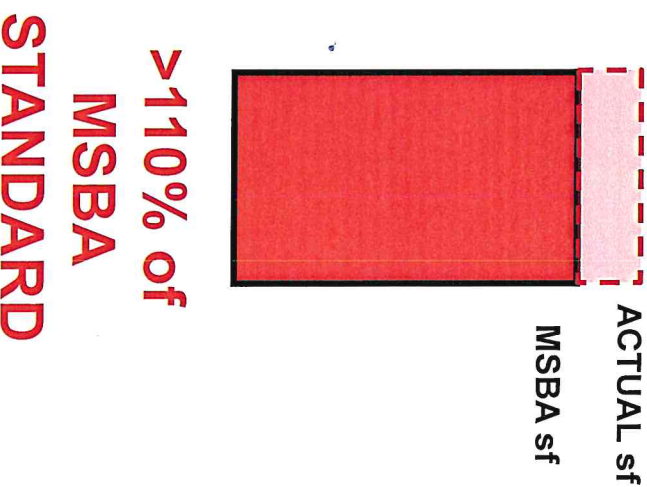
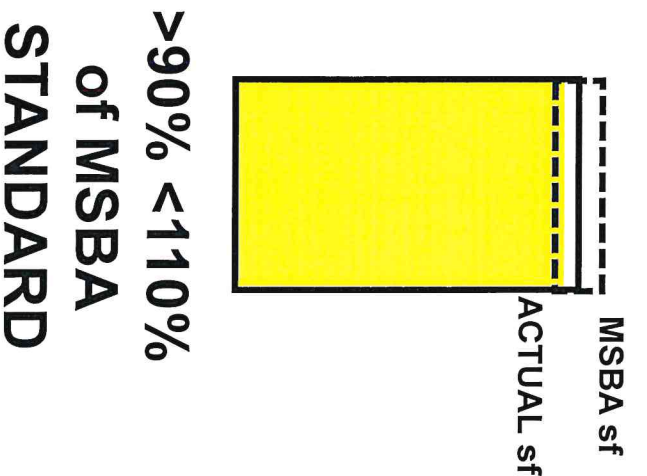
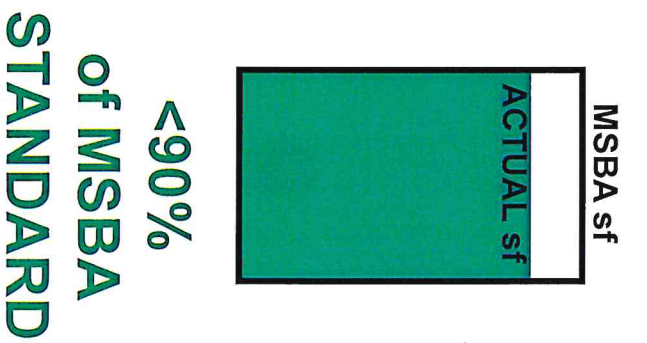


# TOWN MAP with schools and West/ North Districts shown

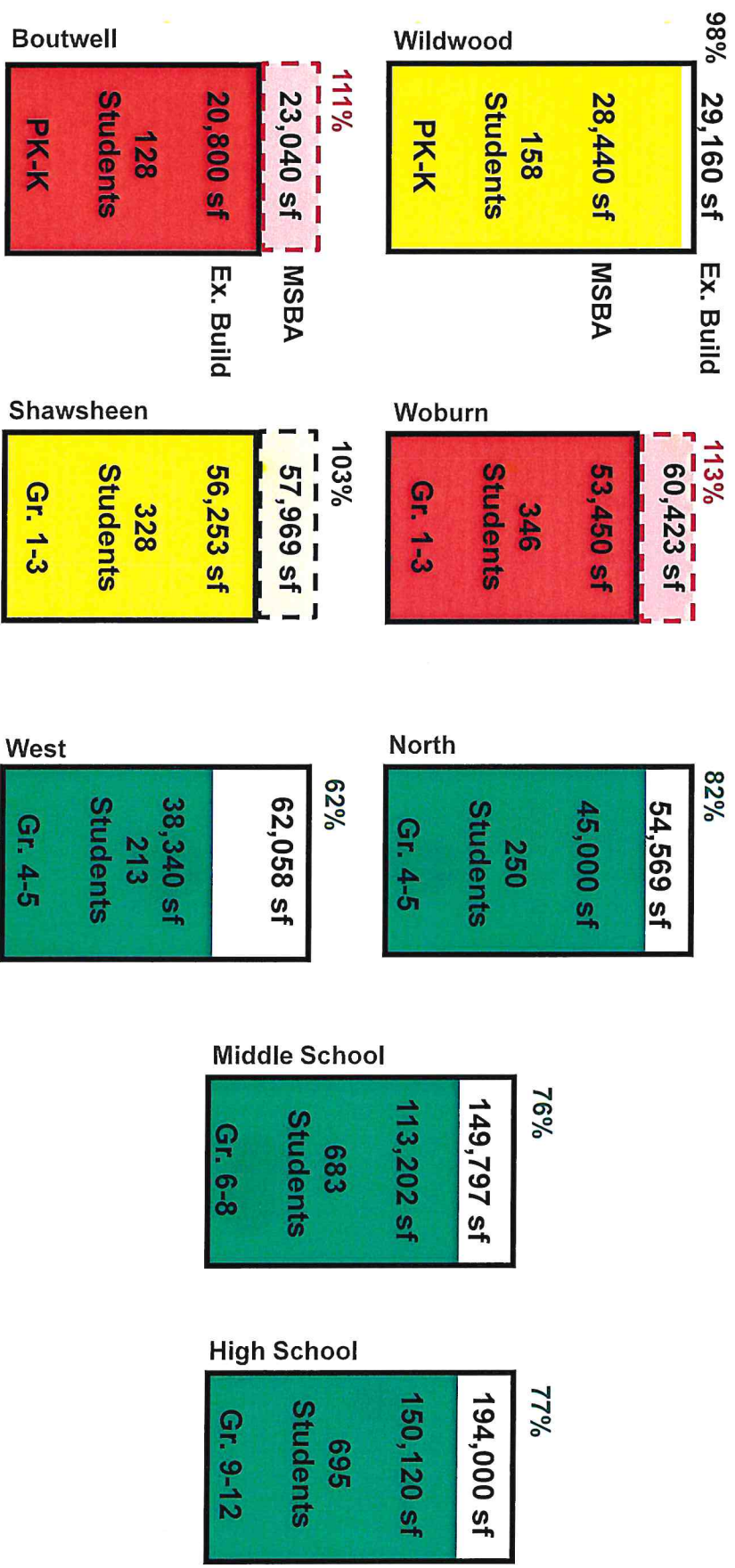


Wilmington Public Schools

# Building Capacity Graphic



# Current Building Capacity Analysis



\*Capacity based on DESE 2021-2022 student enrollment period  
 \*\*MSBA SF/student varies based on student enrollment

# Option 1 – Limited Renovation of Wildwood

30,600 sf

MSBA  
Guidelines

Existing  
Building

MSBA Projections  
2031-2032  
Enrollment

29,160 sf

170  
Students

**\$5,370,720**

## "BARE-BONES" SCOPE:

- Abate & replace ceilings – new inexpensive suspended tile
- Renovate all TRs to be fully accessible – 945 SF total
- Accessible front entrance – motorized operator
- Other misc. accessibility items – doors, hardware, sinks, stage, etc.
- Seal leaking windows & fix sash
- Repair roof leaks\*\*
- New Boilers - (3) staged, hydronic high-efficiency
- New (17) unit vents with new insulated hydronic piping - Classrooms
- New baseboard, wall hung, or CUH space heating – other spaces
- New Controls - Basic zoned system
- New UG fuel tank – 10,000 gal #2 fuel oil\*\*
- Fix pipe freeze issues in attics
- New sprinkler system throughout building
- Add missing emergency lighting

\* triggered by code requirement

\*\* may be covered through warranty/ insurance settlement



**WILDWOOD  
SCHOOL SITE**



## **Option 1 – Limited Renovation of Wildwood**

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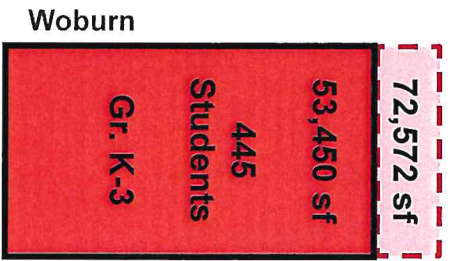
### **MITIGATING FACTORS TO BE EXPLORED:**

- Can Code Requirements be tempered or waived with the Building Inspector given that this a temporary building solution?
- Fuel tank solution – lesser cost option?
- Roof leaks solved through warranty work



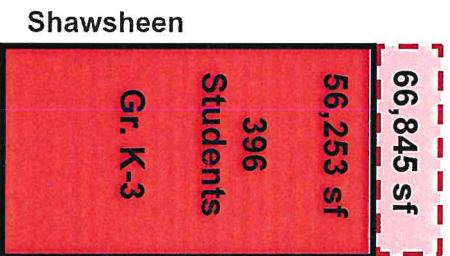
# Option 2: Better Accommodate Temp Moves

**\$15,545,900**



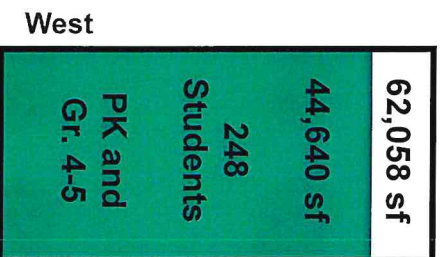
MSBA Guidelines\*\*  
Existing Buildings

19,122 delta -  
4 Mods required



MSBA Guidelines\*\*  
Existing Buildings

10,592 delta -  
4 Mods required



Existing Building  
MSBA Guidelines\*\*

4 Mods required due to added staff

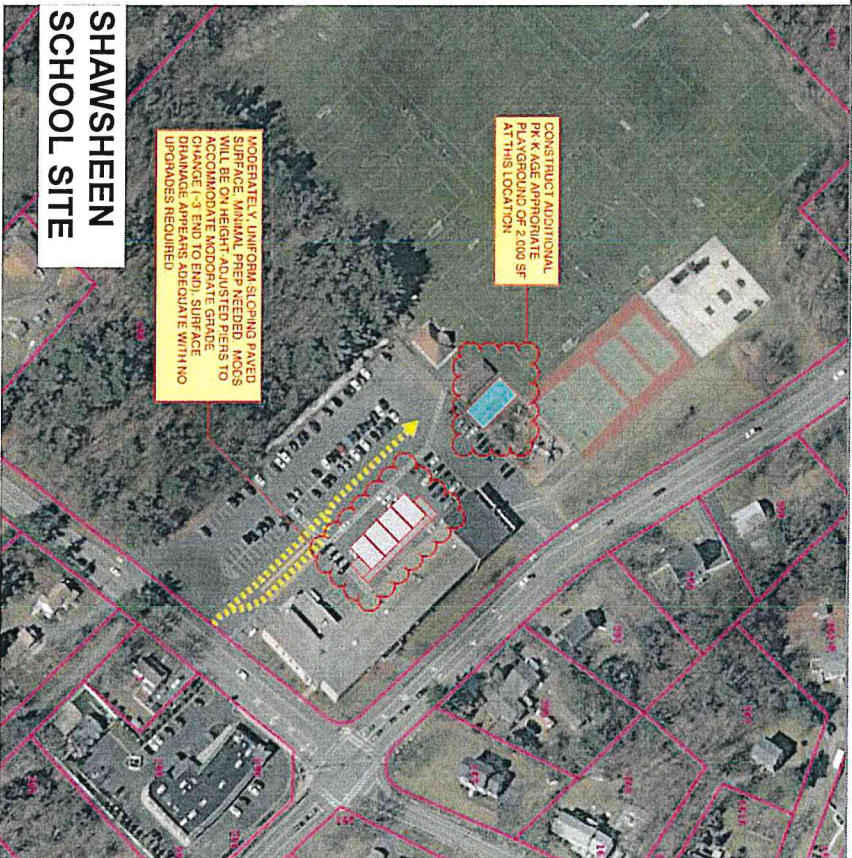
\*Capacity based on MSBA student enrollment projections  
\*\*MSBA SF/student varies based on student enrollment



# Option 2: Better Accommodate Temp Moves



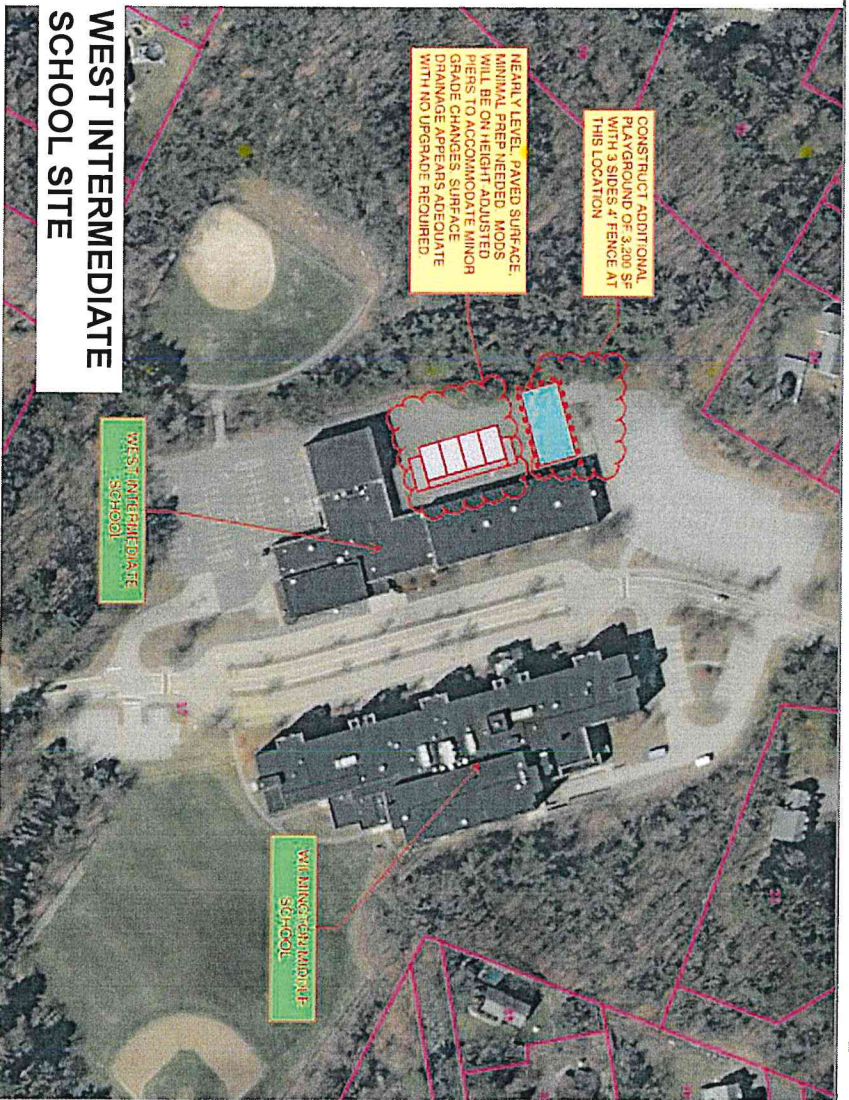
- 4 Modulars, playground required



- 4 Modulars, playground required



# Option 2: Better Accommodate Temp Moves



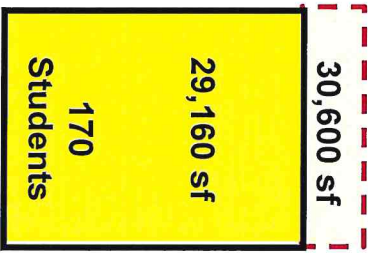
- 4 Modulars, Playground required





# Option 5 – Partial Reno of WW Core, add Mods

MSBA Projections  
2031-2032 Enrollment



MSBA  
Guidelines\*\*

Existing  
Building

- 12 Modulars required

**"BARE-BONES" SCOPE – CORE SPACES ONLY:**

- Abate & replace ceilings – new inexpensive suspended tile
- Renovate single TRs to be fully accessible – 120 SF
- Accessible front entrance – motorized operator
- Seal leaking windows & fix sash
- Repair roof leaks\*\*
- New Boilers - (3) staged, hydronic high-efficiency
- New (4) unit vents with new insulated hydronic piping - Classrooms
- New baseboard, wall hung, or CUH space heating – other spaces
- New Controls - Basic zoned system
- New UG fuel tank – 10,000 gal #2 fuel oil\*\*
- New sprinkler system in core only
- Add missing emergency lighting

\* triggered by code requirement

\*\* may be covered through warranty/ insurance settlement

**\$16,584,440**



# Option 8: Relocate Wildwood to private site

Location TBD

30,600 sf
170
Students
PK-K

MSBA  
Guidelines\*\*

Properties reviewed were commercial, office or light industrial/office use:

- 208 Main Street – Former Rite Aid Pharmacy Store - Commercial
- 277 Main Street – Former Walgreens Pharmacy Store - Commercial
- 200 Ballardvale Street – Class “A” office space in Office Park
- 40 Fordham Road – Warehouse space in Office Park
- 1 Jewel Drive – Class “A” office space in Office/ Light Industrial Park
- 181 Ballardvale Street – Class “A” office space in Office Park
- 230 Ballardvale Street – Light Manufacturing space in Office/ Ind Park
- 46 Jonspin Road - Class “A” office space in Office Park

- No private school options located within or nearby District
- Most of these properties do not work due to site plan issues – unsuitable open play space, poor pedestrian and vehicular circulation, or potential health/safety issues.
- A few were a “maybe” but issues of larger cost (including fit-up, site costs, lease) and other logistical considerations caused their elimination.

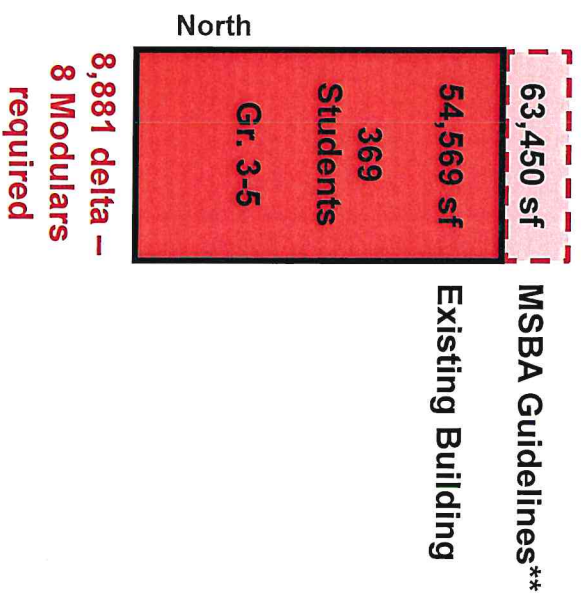
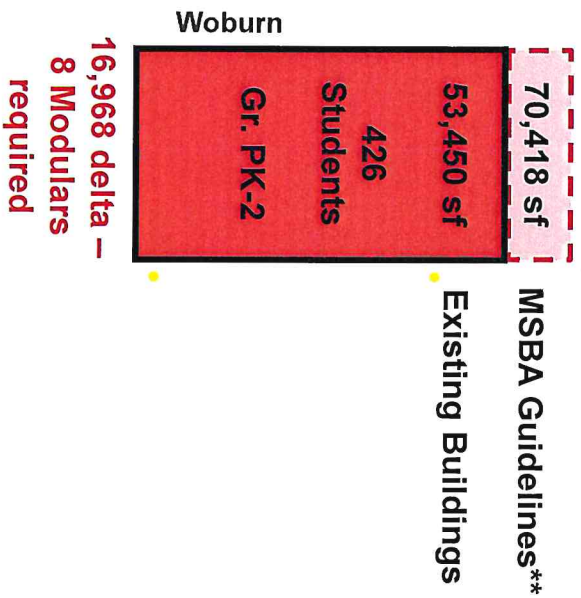
• **OPTION ELIMINATED FROM CONSIDERATION**

Looking for 18,000 – 20,000 SF as a bare minimum program with no specials, no indoor gym.



# Option 10: Grade Reconfigurations – North only

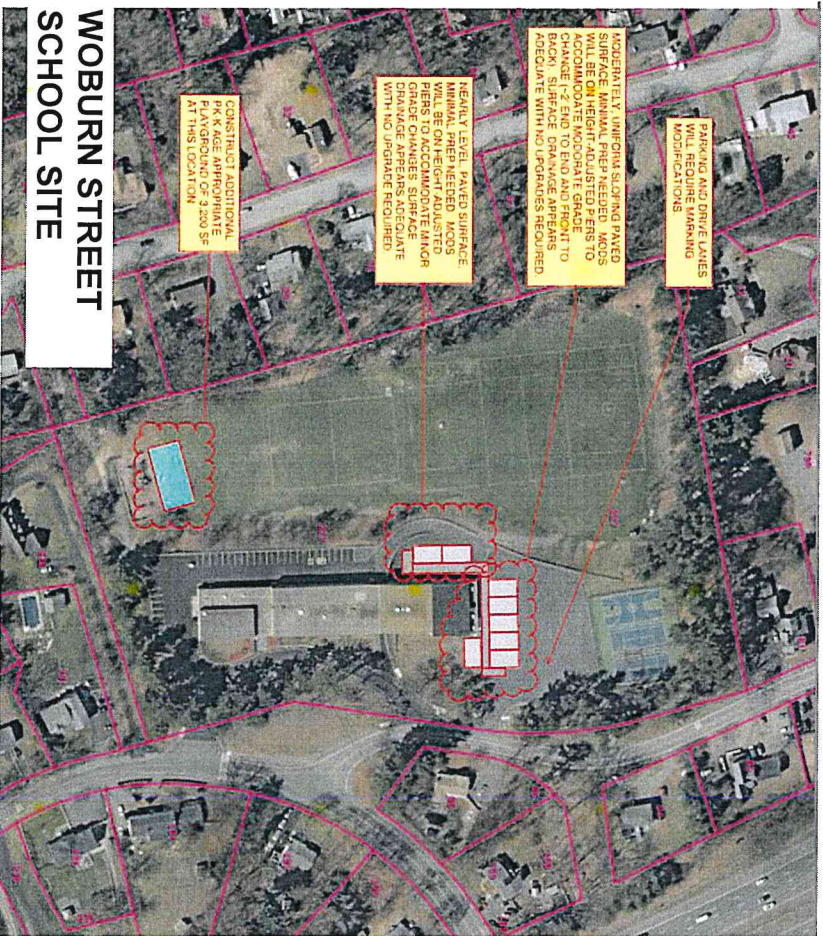
**\$17,818,000**



\*Capacity based on MSBA student enrollment projections  
\*\*MSBA SF/student varies based on student enrollment



# Option 10 – Grade Reconfigurations – North



**WOBURN STREET SCHOOL SITE**

- 8 Modulares, Playground required

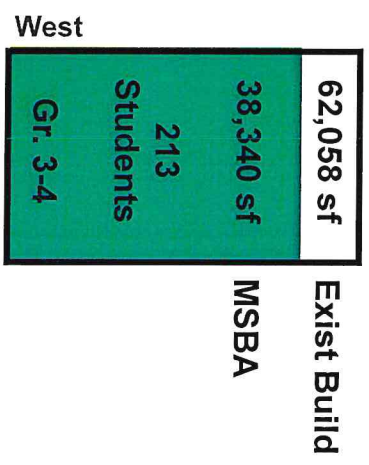
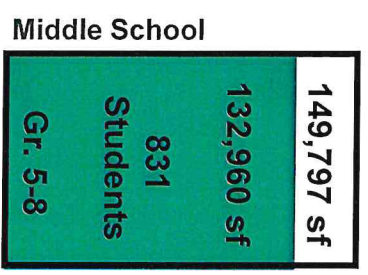
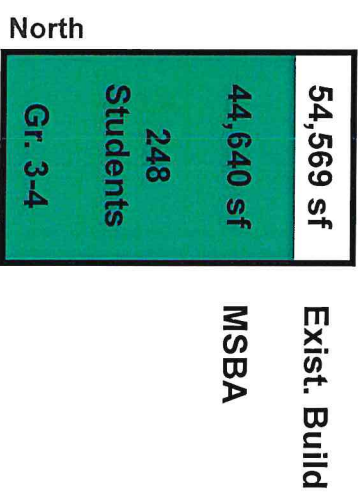
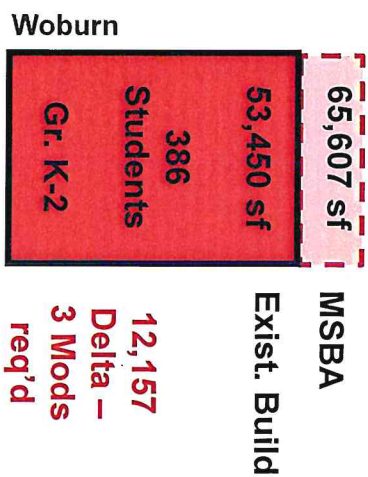
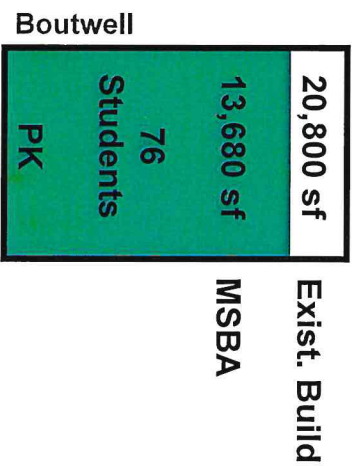


**NORTH INTERMEDIATE SCHOOL SITE**

- 8 Modulares required



# Option 11: Grade Reconfigurations

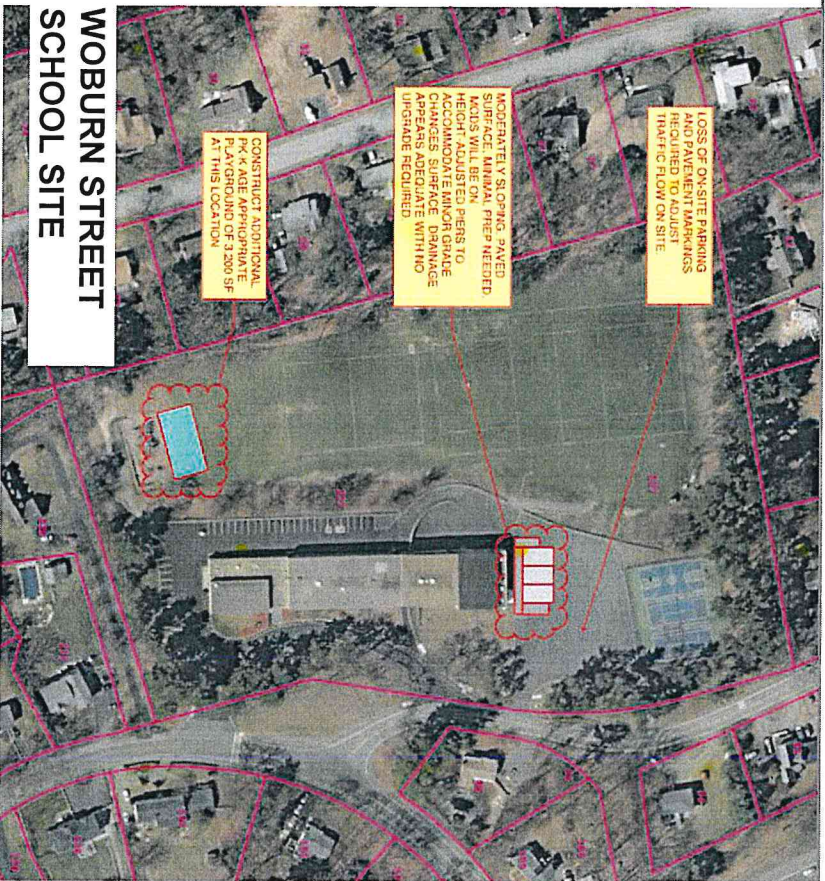


**\$11,612,900**

\*Capacity based on MSBA student enrollment projections  
\*\*SF/student varies based on student enrollment



# Option 11 – Grade Reconfigurations



**WOBURN STREET SCHOOL SITE**

- 3 Modulares, Playground required

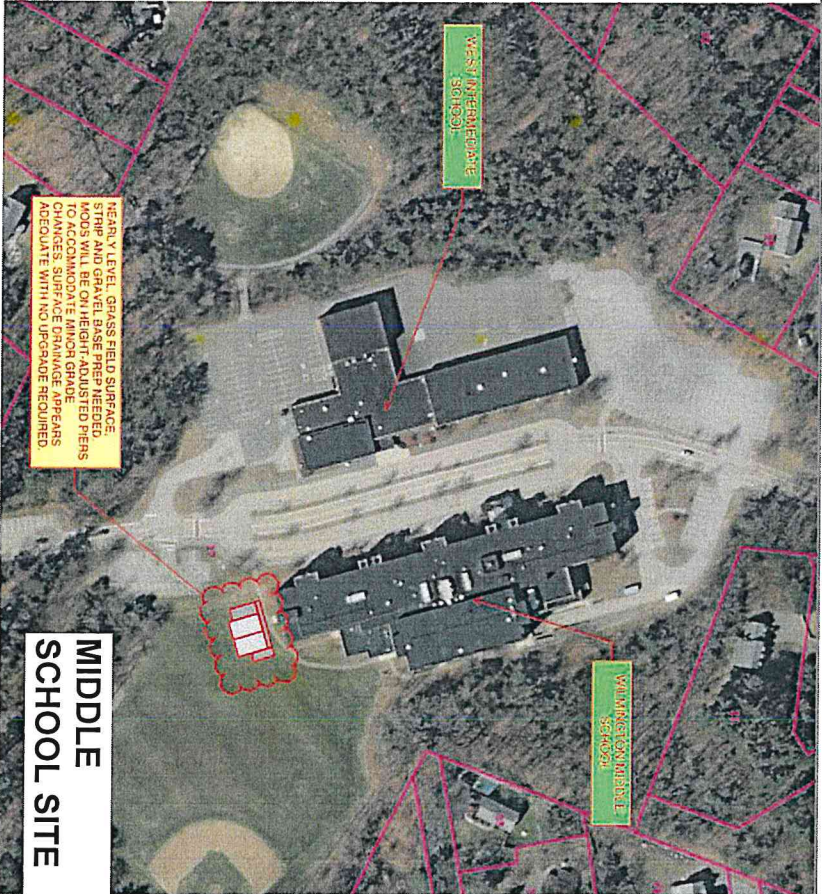


**SHAWSHEEN SCHOOL SITE**

- 3 Modulares, playground required



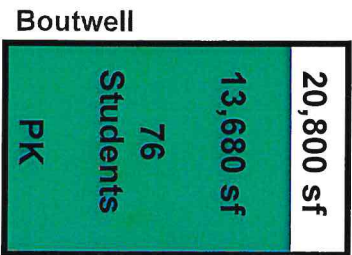
# Option 11 – Grade Reconfigurations



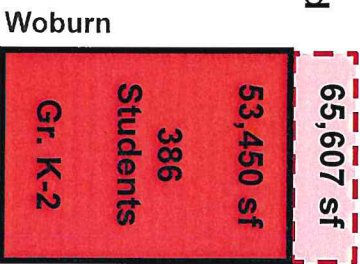
- 2 Modulares required



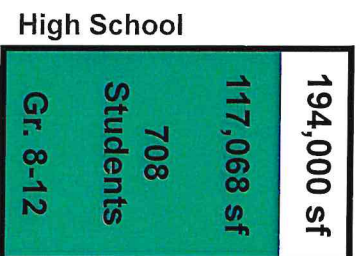
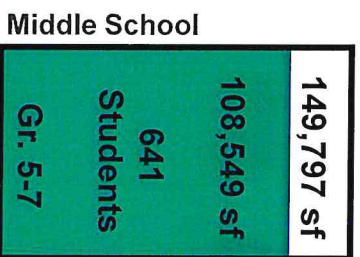
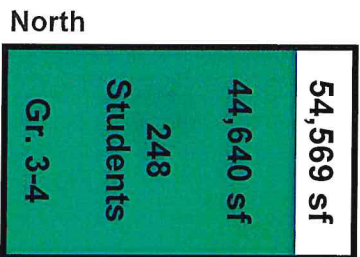
# Option 12: Grade Reconfiguration, move 8<sup>th</sup> to HS



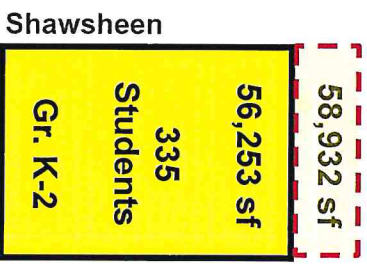
Ex. Build  
MSBA



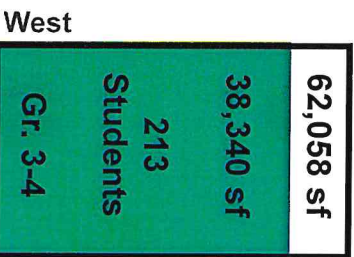
MSBA  
Ex. Build  
12,157  
Delta - 3  
mods  
req'd



## \$8,043,360



MSBA  
Ex. Build  
2,679  
Delta - 3  
mods  
req'd



Ex. Build  
MSBA

\*Capacity based on MSBA student enrollment projections  
\*\*SF/student varies based on student enrollment



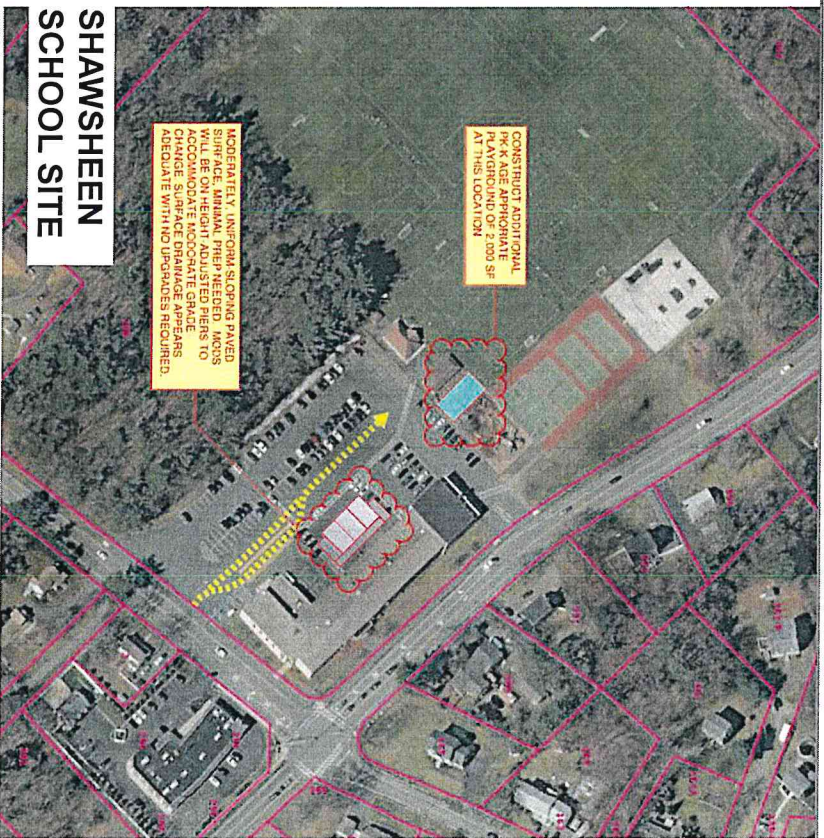


# Option 12 – Grade Reconfigurations, 8th to HS



**WOBURN STREET SCHOOL SITE**

- 3 Modulars, Playground required



**SHAWSHEEN SCHOOL SITE**

- 3 Modulars, playground required



# Option 16: Grade Reconfiguration, move 8<sup>th</sup> to HS

Boutwell

20,800 sf
13,680 sf
76 Students
PK

Ex. Build  
MSBA

Woburn

53,450 sf
46,800 sf
260 Students
Gr. K-1

North

64,091 sf
54,569 sf
374 Students
Gr. 2-4

MSBA  
Ex. Build  
10,522 Delta - 8 mods req'd

Middle School

149,797 sf
108,549 sf
641 Students
Gr. 5-7

High School

194,000 sf
117,068 sf
708 Students
Gr. 8-12

Shawsheen

56,253 sf
40,500 sf
225 Students
Gr. K-1

West

62,058 sf
57,273 sf
323 Students
Gr. 2-4

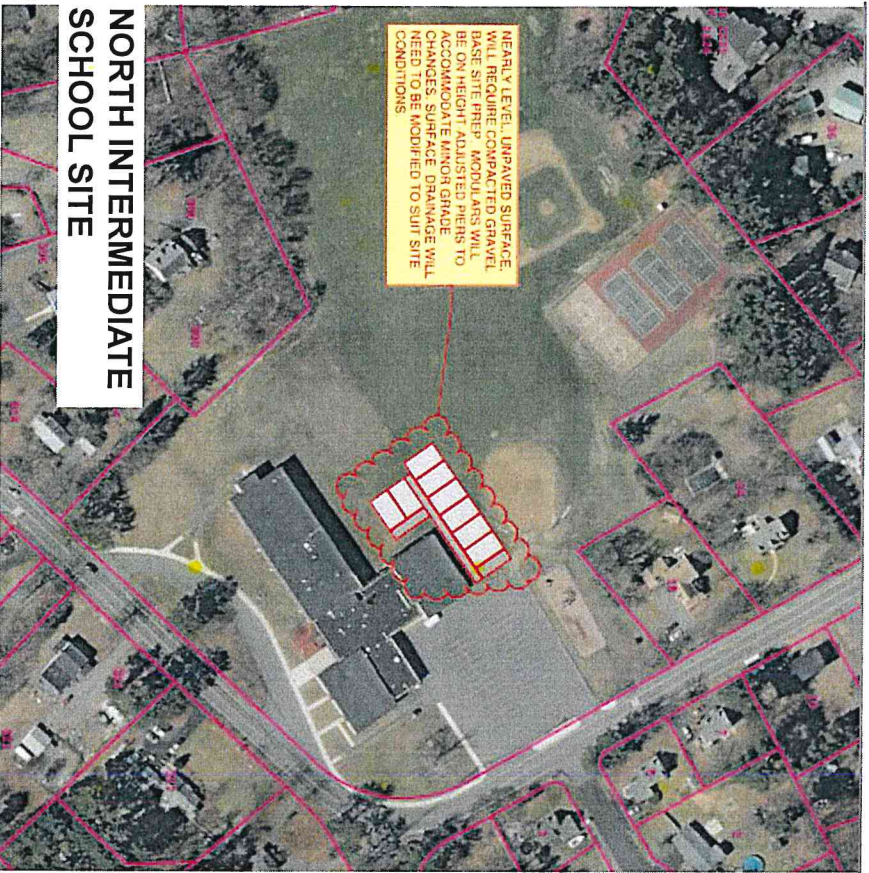
Ex. Build  
MSBA  
2 mods req'd due to add'l staff

## \$10,222,390

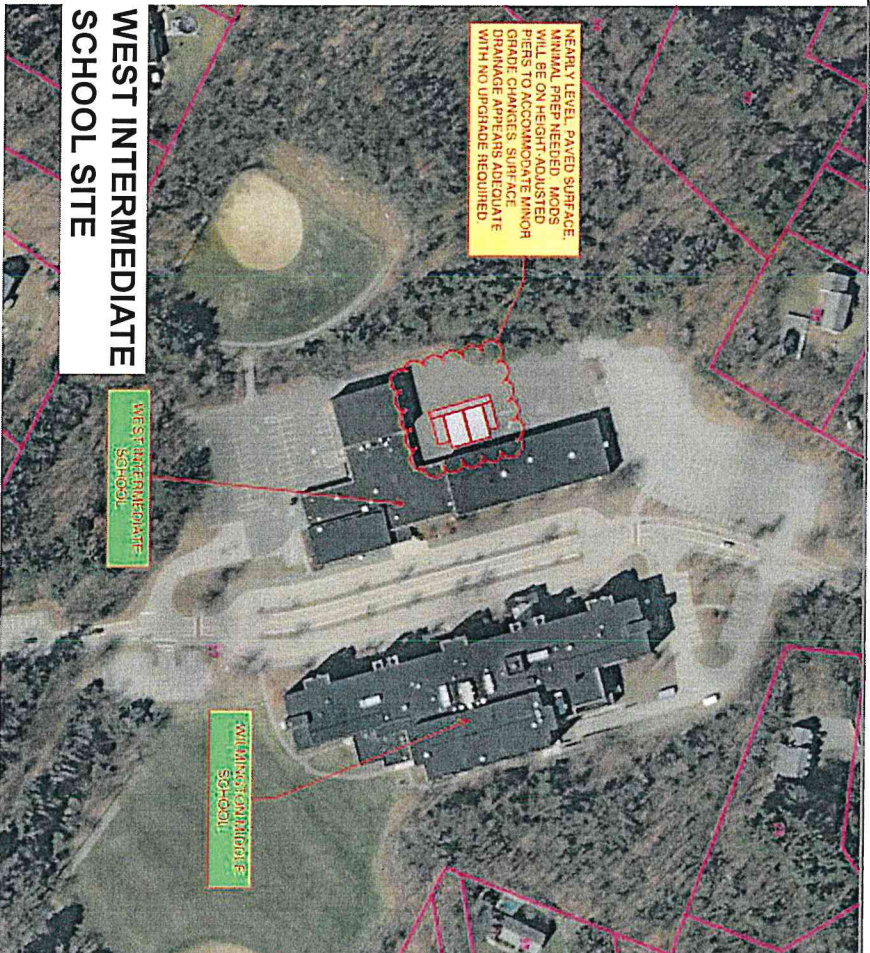
\*Capacity based on MSBA student enrollment projections  
\*\*SF/student varies based on student enrollment



# Option 16 – Grade Reconfigurations – 8<sup>th</sup> to HS



- 8 Modulares, site prep required



- 2 Modulares required





# Wilmington, Massachusetts

INTER-DEPARTMENTAL COMMUNICATION

FROM THE TOWN MANAGER

October 7, 2022

TO: Board of Selectmen

RE: Rail Crossing Safety Issues Update


Chairman O'Connell and I participated in a Zoom session with Michael Muller, Executive Director of Engineering and Maintenance for Commuter Rail; Ryan Coholan, MBTA Chief Railroad Officer; Jody Ray, MBTA Deputy Administrator and Abdellah Chajjai, CEO with Keolis on October 5<sup>th</sup>.

Mr. Chajjai reported on 5 incidents involving the Wilmington rail crossings in August 2022 and 2 incidents reported in September 2022. The attachment provides a breakdown of the causes that prompted calls about the rail crossings. In three instances crossing gates were struck by vehicles. One reported incident led to no finding of a problem. A report of a gate in the horizontal position remained in that mode because a freight train occupied the tracks in the area that triggered the sensors to activate the gate. The two remaining instances required work near the rail crossings. The graph illustrates monthly incidents in August and September at the same levels as 2020 but lower than 2021.

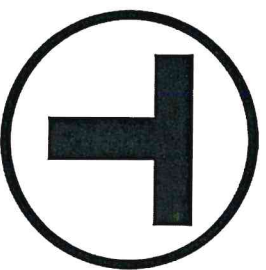
Mr. Muller reported again that the MBTA is unable to release the report of the north Wilmington rail crossing fatality due to pending litigation. As reported from the previous virtual meeting, the MBTA had submitted documentation to the Federal Transit Administration (FTA) regarding proposed design of the commuter boarding platform at the rail crossing in north Wilmington. The FTA has not responded to the submission, but the MBTA will continue to follow-up.

The MBTA plans to issue letters to the communities with commuter rail crossing in November recommending that the rail crossings not be treated with de-icing material since the salt and calcium chloride interferes with the proper functioning of the crossing arms. The MBTA recognizes that local public works directors must make their own decisions based upon the specific grade or pitch on the approaches to these crossings whether application of de-icing material is required to address safety. It was also acknowledged that even the absence of applying the de-icing materials does not guarantee absence of problems at the crossings as the calcium chloride and salt will be collected on vehicle tires and transferred to the areas in and around the railroad grade crossings. The hope is that reducing the use of de-icing material around the crossings will reduce impacts to some measure.

It was agreed that the next update would be held during the month of January.

  
Jeffrey M. Hull  
Town Manager

Attachment



**Massachusetts Bay  
Transportation Authority**

• **Town of Wilmington**

• **Update on Grade Crossing Incident Reports**

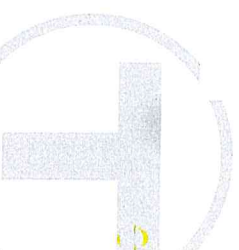
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• **October 5, 2022**

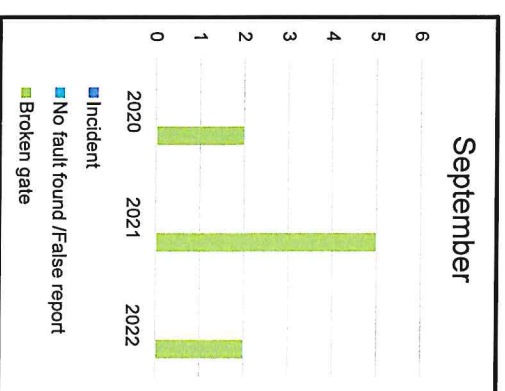
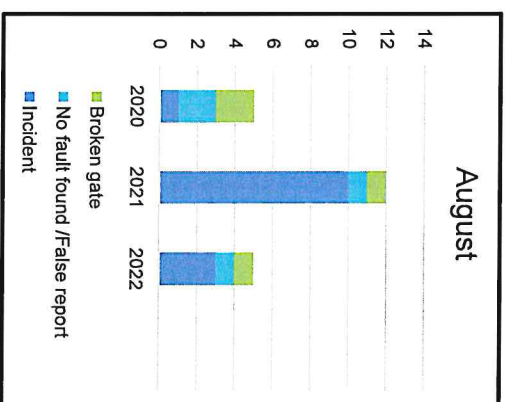
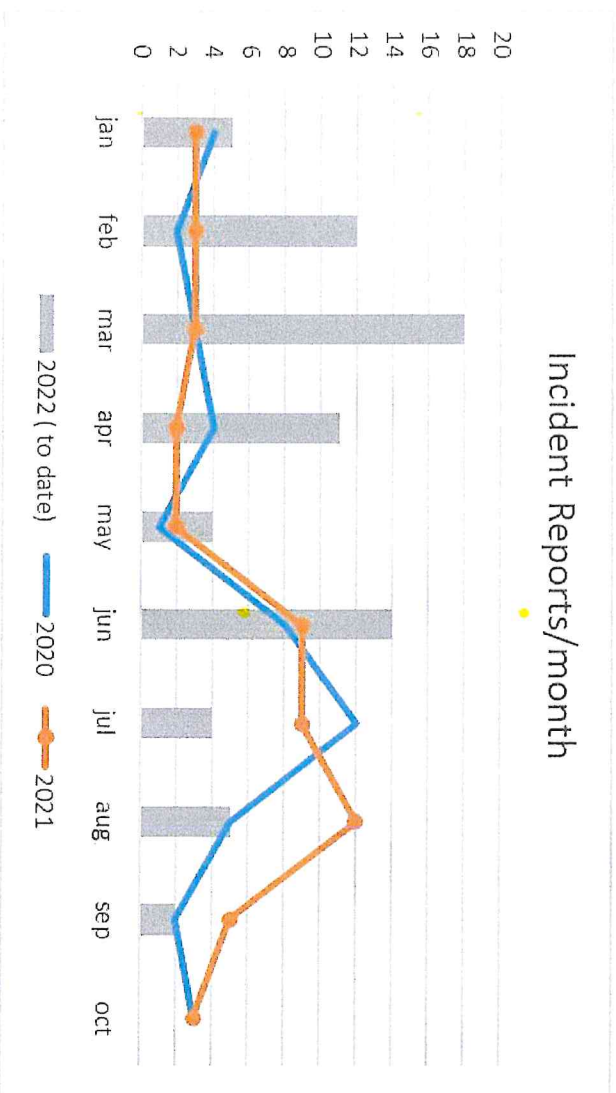
## Incidents since last meeting (August and September 2022)

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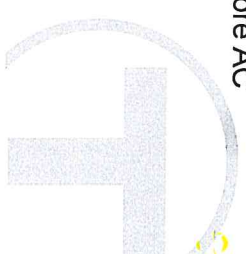
Date	Location	Type of Incident	Root cause >Actions
8/9/2022	Concord St	Train reported gate coming down too quickly	Cleaned motor control brush
8/9/2022	Glen Rd	Gates stuck down	Island circuit occupied by Freight train
8/9/2022	Middlesex Ave	Gates stuck down	Readjusted RX due to a flash rain storm
8/12/2022	Sweetheart N	Broken gate	Vehicle hit the gate > repaired
8/23/2022	Concord St	Gates up with lights flashing	Clear on arrival - no issue found
9/21/2022	Middlesex Ave	Broken gate	Vehicle hit the gate > Entire gate was rebuilt
9/21/2022	Middlesex Ave	Broken gate (2 <sup>nd</sup> time)	Replaced two gate lights and a shear pin



# Incidents since last meeting (August and September 2022)



- In 2020 & 2021, summer spike mainly driven by heat impact (Incidents: 7 in 2020 and 9 in 2021)
- In 2022 : Only 1 Incident caused by heat (before AC installation)





# Wilmington, Massachusetts

INTER-DEPARTMENTAL COMMUNICATION

FROM THE TOWN MANAGER

October 7, 2022

TO: Board of Selectmen

RE: Seurat Technologies Letter of Intent to Participate in the  
Massachusetts Economic Development Program (EDIP)

Valerie Gingrich, Planning & Conservation Director; Jayne Wierzbicki, Planner/Economic Development Coordinator; Karen Rassias, Principal Assessor, and I spoke with Maria Nigro DiStefano from the Massachusetts Office of Business Development (MOBD) about the requirements of the Massachusetts Economic Development Program (EDIP). It appears that Seurat Technologies, Inc. is seeking a tax increment financing (TIF) agreement with the Town and potentially tax relief from the state. The Commonwealth will only provide tax relief if the Town enters into a TIF. As was the case with the TIF agreement with Analog Devices, the state Economic Assistance Coordinating Council (EACC) would be required to approve of the TIF and any state tax relief.

Since the communication from Seurat Technologies provides very limited information about their plans on investment in the Town, a meeting with Town staff will be scheduled with the firm's chief financial officer to obtain details about their business operations and future plans. Factors to consider when assessing the value of entering into a TIF include the increased economic impact the firm's investment will have in Wilmington along with job creation.

If the proposal has merit for further consideration, the expectation is to convene a group similar to the group that met during discussions about the Analog Devices TIF.

  
Jeffrey M. Hull  
Town Manager

Attachment





# SEURAT

September 22<sup>nd</sup>, 2022

Jeffrey M. Hull, Town Manager  
Via email  
Town of Wilmington  
121 Glen Road  
Wilmington, MA 01887

***RE: Intent to Apply For Massachusetts Economic Development Program (EDIP) in Wilmington, Mass.***

Dear Mr. Hull,

This letter is Seurat Technologies, Inc. letter of intent as required pursuant to the Economic Development Incentive Program, (EDIP).

On June 16<sup>th</sup>, 2022, my company met/spoke with Maria Nigro Di Stefano of the Massachusetts Office of Business Development to discuss the EDIP Program and the various incentives available.

Seurat is commercializing a manufacturing process that competes directly with conventional methods, enables the re-shoring of manufacturing, and the transition away from burning fossil fuels in the manufacturing industry by converting to an all-electric process.

Leveraging technology originally developed at Lawrence Livermore National Laboratory, Seurat builds and deploys its own industrial-grade 3D Printing machines, fabricating finished parts for customers through the patented method of Area Printing as a contract manufacturer. In doing so, Seurat reduces finished AM part costs by >50x, all while achieving superior quality during high-speed production.

Located just north of Boston, MA. Seurat has 31 large OEM customers validating parts today, a fortified IP stronghold of >230 patents and trademarks, and a world-class team that knows how to scale.

Seurat has raised nearly \$80M to date, and is backed by some of the world's top investors and manufacturers including Capricorn (SpaceX, Tesla, Sairdrone, Joby Aviation), True Ventures (Peloton, Ring, Fitbit), General Motors Ventures, Porsche SE, Denso, Siemens Energy, Xerox Ventures, SIP Global Partners, and Maniv Mobility.

Seurat Technologies  
265 Ballardvale Street  
Wilmington, MA 01887

[seurat.com](http://seurat.com)

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# SEURAT

Seurat has been located in Wilmington, MA since February 2017, but has far outgrown its initial facility. Now at 80 full time employees (and with plans to grow to over 1,000 employees in the next few years).

Seurat is looking to expand to a new Headquarter location, seeking over 125,000sqft of manufacturing and office space. Currently, a number of sites are under consideration between Woburn, MA and Nashua, NH. Staying in Wilmington, MA is quite attractive for the current employee base, although some of the other site locations offer enticing amenities.

Seurat is mission-driven to power its factories with green, non-CO2 emitting energy, and will also be looking to deploy green energy generation to support its manufacturing needs for future deployments. In doing so, there is the distinct opportunity to oversize the energy deployments and help contribute back to the grid/local municipalities in terms of green energy production.

Seurat is requesting that you accept this letter as the formal letter of intent required under the Economic Development Incentive Program, (EDIP).

Sincerely yours,

Anthony DiPaola  
Chief Financial Officer  
Seurat Technologies  
[seurat.com](http://seurat.com)  
265 Ballardvale St  
Wilmington, MA 01887

cc: Maria Nigro Di Stefano, Northeast Regional Director, MOBD  
enc: **Certificate of Good Standing** from the Department of Revenue  
**Certificate of Compliance** from the Department of Unemployment

Seurat Technologies  
265 Ballardvale Street  
Wilmington, MA 01887

[seurat.com](http://seurat.com)

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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker  
GOVERNOR  
Karyn E. Polito  
LT. GOVERNOR



403552793

Rosalin Acosta  
SECRETARY  
Connie C. Carter  
DIRECTOR

Seurat Technologies  
265 Ballardvale Street  
Wilmington, MA 01887

EAN: 22060480  
September 21, 2022

Certificate Id:62823

The Department of Unemployment Assistance certifies that as of 9/21/2022 ,Seurat Technologies is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Connie C. Carter, Director

Department of Unemployment Assistance



Commonwealth of Massachusetts  
Department of Revenue  
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L1649646528  
Notice Date: September 21, 2022  
Case ID: 0-001-713-310



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



SEURAT TECHNOLOGIES, INC.  
265 BALLARDVALE ST STE 2  
WILMINGTON MA 01887-1036



### *Why did I receive this notice?*

The Commissioner of Revenue certifies that, as of the date of this certificate, SEURAT TECHNOLOGIES, INC. is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

**This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.**

### *What if I have questions?*

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

### *Visit us online!*

Visit [mass.gov/dor](http://mass.gov/dor) to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief  
Collections Bureau



ROYAL TOWN e-mail  
02 SEP 30 AM 9:52

**TOWN OF WILMINGTON**

**121 GLEN ROAD  
WILMINGTON, MA 01887**

**THE OFFICE  
OF TOWN CLERK**

**VOICE (978) 658-2030  
FAX (978) 657-7564**

**Date:** September 30, 2022

**To:** Appointing Committee  
Finance Committee

**cc:** Jeffrey Hull  
Town Manager

**From:** Elizabeth Lawrenson  
Town Clerk

**Subject:** Notice of Finance Committee Vacancy

---

On September 26, 2022, the resignation of Jonathan Dugas, effective December 1<sup>st</sup>, from the Finance Committee was received. Please accept this memo as formal notification of the vacancy, pursuant to Chapter 4, §1 of the Inhabitant Bylaws.

Please let me know if you have any question, or if I may be of any further assistance.

**Beth Lawrenson**

---

**From:** FinCom Jonathan Dugas  
**Sent:** Monday, September 26, 2022 7:19 PM  
**To:** Beth Lawrenson  
**Cc:** FinCom John Doherty  
**Subject:** Resigning from FinCom

Hi Beth!

Spoke with John to iron out timeline, but just wanted to let you know that I'll be stepping away from the Finance Committee effective December 1st. It just looks like my work schedule will no longer allow me to be actively involved during budget season. Hopefully you'll be able to quickly find a capable replacement! Please let me know if you have any questions or concerns!

Cheers!

Jon

This message is for the designated recipient(s) only. If you have received this message in error, please notify the sender immediately and delete the original. Please be advised that email is subject to the provisions of Massachusetts Public Records Law. MA G.L. c. 66.

RECEIVED  
TOWN CLERK  
2022 SEP 27 AM 8:43  
TOWN OF WILMINGTON, MA