

March 7, 2014

Joseph F. McDonough, P.E.
Facilities Director
Town of Wellesley
40 Kingsbury Street
Wellesley, Massachusetts 02481

Re: Hardy, Hunnewell & Upham Master Plan Study
Architectural and Engineering Design Services Proposal

Wellesley, Massachusetts
SMMA No. P3369

Dear Mr. McDonough:

Thank you for inviting Symmes Maini & McKee Associates to submit this proposal to provide architectural and engineering design services to develop a master plan for the Hardy, Hunnewell and Upham Elementary Schools located in Wellesley, Massachusetts.

PROJECT DESCRIPTION

It is our understanding that the School Facilities Committee (SFC) has grouped the Hardy, Hunnewell and Upham together because they shared the following:

- High total cost and uniform (sf) cost to renovate
- Construction phasing complexities
- Renovation options to address programmatic and operational deficiencies would be complex
- Enrollment challenges
- Obsolete portable classrooms

The master plan is to develop multiple renovation, addition, and replacement (new) construction options, including potential consolidation scenarios, leading up to the selection of a preferred master plan. The master plan is to consider enrollment, facility conditions, cost, sequencing, and districting, as well as the impact of being locally funded or assisted with funding participation by the MSBA. The master plan study is to be completed by November 2014 with solutions anticipating completed construction will be in place within 5 to 7 years, or by 2021.

SCOPE OF SERVICES

SMMA will develop a wide range of possible construction solutions for the Hardy, Hunnewell and Upham schools, each of which could be affected by educational, construction, permitting, budgetary and political influences. SMMA will work closely with the SFC to help identify possible solutions, provide the conceptual architectural and planning support needed to vet each option, and then provide the necessary supporting documentation that will be needed for public support. We will summarize each option with conclusions and

recommendations, including order of magnitude cost estimates, in a report and present these results at several public meetings. Our basic services will include:

- Architectural
- Planning
- Order of magnitude conceptual cost estimating (renovation estimates will be based on the detail contained in the Conditions Assessment estimates)
- Civil Engineering (limited to providing input from the prior Facilities Assessment Study)
- Structural Engineering (limited to providing input from the prior Facilities Assessment Study)
- Mechanical Engineering (limited to providing input from the prior Facilities Assessment Study)
- Plumbing Engineering (limited to providing input from the prior Facilities Assessment Study)
- Fire Protection Engineering (limited to providing input from the prior Facilities Assessment Study)
- Electrical Engineering (limited to providing input from the prior Facilities Assessment Study)

The following services are outside the scope of our basic services:

- Topographic survey
- Geotechnical investigation
- Food service consultancy
- Acoustic consultancy
- Traffic consultancy
- Detailed cost estimating
- Hazardous material consultancy
- Site permitting
- Environmental permitting

The scope of services will be implemented in the following phases:

PHASE I – INTRODUCTORY TASKS

Task 1 – Committee Meetings: Meet with the SFC and confirm project objectives and timelines. Set progress review meetings for all tasks through completion of services and submission of final report. Generally, meet with the SFC every two to four weeks, depending on the activity. Prepare agendas for each meeting and help guide the committee through discussions involving each school.

Task 2 – Educational and Enrollment Studies: Review previous studies recently prepared for the WPS for educational programming, capacity/enrollment, and re-districting and discuss implications with respect to developing options.

Task 3 – Site and Building Conditions: Review SMMA's previous assessment studies recently prepared for the WPS, and discuss implications with respect to developing options.

Task 4 – Study Goals: Meet with the SFC to identify short term and long-range educational, construction, and budgetary goals for the master plan.

PHASE II – MASTER PLAN OPTIONS

Task 1 – Construction Options Development: Develop multiple conceptual construction alternatives for each school, and assemble them into viable Master Plan alternatives. These shall be analyzed with respect to:

- Availability of appropriate “expansion” area on reviewed sites;
- Impact on present school and site operations;
- Impact on the neighborhood;
- Construction schedule and sequencing;
- Satisfaction of education goals;
- Order of magnitude construction costs and total project costs;
- MSBA grant opportunities;
- Assist the SFC in presenting the alternatives to the Community.

Task 2 – Evaluation of Construction Options: Evaluate the various construction options, identify pros and cons, and list key issues that affect each option. Develop with the SFC, a listing of key metrics to be used in evaluating each alternative. Show each alternative in a Master Plan Matrix, delineating each conceptual alternative with respect to timeline, capital plan and metrics achievement. The matrix will assist the SFC in comparing the alternative approaches for priority ranking of up to three Master Plan Options.

Provide for each of the Master Plan Options:

- Conceptual site plan and floor plan;
- Construction Sequencing plan;
- Preliminary project schedule;
- Order of Magnitude conceptual cost estimates, escalated to account for sequencing.

Task 3 – Community Presentations: Assist the SFC in presenting the Master Plan Options to the community.

PHASE III - PREPARATION OF MASTER PLAN REPORT

Task 1 – Select Master Plan: Assist the SFC in selecting the Master Plan. Update the graphic and metrics information exhibits as needed to reflect the final master plan. Submit draft report for review.

Task 2 – Prepare Final Master Plan Report: Submit a final report which incorporates the SFC’s review comments. Deliver 8 bound and 1 electronic copy of the final Master Plan Report to the committee.

Task 3 – Presentation: Assist the SFC in presenting the final Master Plan to Town Boards and the community. Assist the SFC in presenting the report to Town Meeting.

PROJECT SCHEDULE

We anticipate the following milestones for the Master Plan Schedule:

March 2014	PHASE I – Introductory Tasks
April - June 15, 2014	PHASE II – Master Plan Options
July – October 2014	PHASE III – Preparation of Master Plan Report

COMPENSATION

The work outlined above will be performed for a Lump Sum fee of Eighty-Five Thousand Dollars (\$85,000) inclusive of all reimbursable expenses, in accordance with our Standard Terms and Conditions attached.

ASSUMPTIONS AND CLARIFICATIONS

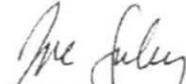
We have included attendance at ten SFC meetings and we have included four community meetings during the course of the study.

Thank you again for inviting SMMA to submit this proposal. We hope it responds to your goals and look forward to discussing it with you.

Please indicate the Town's approval of the above, by signing this proposal and our Standard Terms and Conditions and forwarding a copy for our record. We will proceed upon authorization.

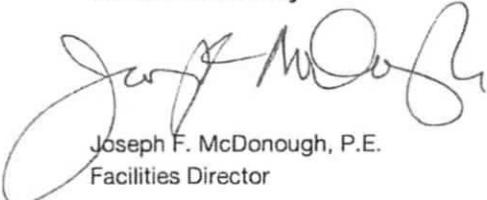
Very truly yours,

SMMA | Symmes Maini & McKee Associates


Joel G. Seeley, AIA
Project Manager

Accepted by

Town of Wellesley


Joseph F. McDonough, P.E.
Facilities Director

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OLG: 01192639
OBJ: 530 700
REV: F204

Client Name: Town Of Wellesley
Project/Proposal #: Hardy, Hunnewell, Upham Master Plan
Date: 3/7/14
Project Director: Joel Seeley

SMMA Standard Terms and Conditions, 2014

CONTRACT FORM: Services are provided under an accepted letter Proposal, dated 3/7/14.

These Standard Terms and Conditions and the accompanying Proposal constitute the full and complete Agreement of the parties and may be amended, added to, superseded, or waived only if both parties agree in writing.

FEE:

Fixed Fee including Expenses.

Compensation for Basic Services will be computed as a Fixed Fee in the Amount of: Eighty-Five Thousand Dollars (\$85,000) which includes project expenses.

Additional Services:

Compensation for authorized Additional Services will be computed on a Time and Expenses Basis at a multiple of three (3.0) times the Employee's Salary.

REIMBURSABLE EXPENSES: The following items of direct non-salary expenses (if applicable) will be billed at our cost plus ten percent (10%):

1. Purchase of specialized supplies in connection with the project.

SERVICES OF OTHERS: On occasion, we engage the specialized services of individual consultants or other companies to participate in a project. When considered necessary, these firms or other consultants will be used with your approval. The cost of such services will be billed at our cost plus ten percent (10%).

BILLING & PAYMENT: Invoices will be submitted monthly for services performed during the previous month. Payment is due upon receipt of the invoice. Interest will be added to accounts in arrears (30 days) at the rate of one percent (1.0%) per month (12% per annum) or the maximum rate allowed by law, whichever is less.

DOCUMENTS: All reports, notes, drawings, specifications, data, calculations, and other documents prepared by SMMA ("Documents") are instruments of SMMA's services that shall remain SMMA's property. The Client agrees not to use the Documents for future additions or alterations to this Project or for other projects without SMMA's express written consent. Any unauthorized use of the Documents will be at the Client's sole risk and without liability to SMMA or its subconsultants.

STANDARD OF CARE: SMMA and its subconsultants will exercise that degree of care and skill ordinarily exercised by similarly situated architects and engineers practicing under similar circumstances. Client agrees that services provided will be rendered without any warranty, express or implied. SMMA shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

OPINION OF PROBABLE COSTS: When required as part of our services, SMMA will furnish opinions of probable cost but does not guarantee, warrant or represent the accuracy of such estimates. Opinions of probable cost prepared by SMMA hereunder will be made on the basis of SMMA's experience and qualifications and will represent SMMA's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that SMMA does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices for performing the work.

SUSPENSION/TERMINATION OF WORK: The Client may, upon seven (7) days written notice, suspend or terminate further work by SMMA. The Client shall remain liable for, and shall promptly pay SMMA for all services rendered to the date of suspension or termination.

SMMA may suspend or terminate this Agreement upon seven (7) days written notice if the Client fails to substantially perform in accordance with this Agreement. Failure to make payments in accordance herewith shall constitute substantial nonperformance.

CONSEQUENTIAL DAMAGES: SMMA and the Client waive consequential damages, including but not limited to damages for loss of profits, loss of revenues and loss of business opportunities, for claims, disputes or other matters in question arising out of or relating to this Agreement.

HAZARDOUS MATERIALS: If SMMA encounters, or reasonably suspects that it has encountered, hazardous materials in the project, SMMA shall promptly notify the Client. Unless otherwise specifically provided in writing, the services to be provided by SMMA do not include identification of hazardous materials, and SMMA has no duty to identify the same within the area of the project.

LEED CERTIFICATION SERVICES: When required as part of our services, the Client and SMMA mutually acknowledge that a Project goal is to achieve certification under the U.S. Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED®) green-building rating system. The Client acknowledges that LEED certification is uncertain and involves many factors beyond SMMA's control, including required input from and actions of the Client, the USGBC and third party consultants, contractors and others, as well as the possible use of new, untested or experimental materials, products, systems, technologies or construction practices. Because of such factors, the Client further acknowledges and agrees that SMMA is unable to and does not make any warranty or assurance that LEED certification will be attained for or by the Project; and the Client releases SMMA from any and all claims or liabilities arising out of or relating to the failure of the Project to attain or retain any expected LEED certification or any anticipated energy efficiencies, cost benefits, credits, incentives or grants.

MISCELLANEOUS:

Governing Law: The substantive laws of Massachusetts shall govern any disputes between SMMA and the Client arising out of the interpretation and performance of this Agreement.

Mediation: SMMA and the Client agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings.

Reliance: Unless otherwise specifically indicated in writing, SMMA shall be entitled to rely, without liability, on the accuracy and completeness of information provided by Client, Client's consultants and contractors, without the need for independent verification.

Certifications: SMMA shall not be required to sign any documents, no matter by whom requested, that would result in SMMA's having to certify, guaranty, or warrant the existence of conditions that would require

knowledge, services or responsibilities beyond the scope of this Agreement.

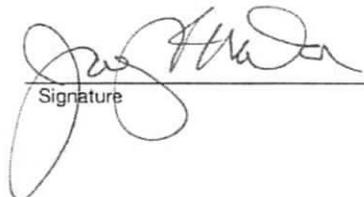
Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or SMMA. SMMA's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against SMMA because of this Agreement or SMMA's performance of services hereunder.

LIMITATION OF LIABILITY: It is agreed that the maximum liability of SMMA for any nature of damages arising out of or caused by any error, omission, negligence, strict liability, breach of contract or breach of any other obligation in connection with this Agreement shall in no event exceed, and you and all parties acting by or through you and your successors and assigns shall not make any claim of liability against SMMA in excess of the amount of A/E fees received pursuant to this Agreement.

If you desire to increase the limit of SMMA's liability for damages, SMMA will waive or increase this limitation of liability upon your written request within thirty (30) days, provided you agree to pay the premium for additional insurance coverage for the increased liability limits you request.

Symmes, Maini & McKee Associates, Inc. is an affirmative action/equal opportunity employer.

ACCEPTED BY:


Signature

3/7/14
Date

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