SELECTMEN’S MEETING
TENTATIVE AGENDA
Wellesley Middle School Library
6:00 pm Monday March 25, 2019
Amended

1. 6:00 Call to Order – Open Session
2. 6:02 Public Comment
3. 6:05 Appointments
   • Fire Department
4. 6:15 Approve National Grid Grant of Location
5. 6:20 Gift Acceptance
6. 6:25 Vote Board of Selectmen Secretary
7. 6:30 Approval Hardy/Upham OPM Contract
8. 6:35 ATM Preparation
9. 6:50 New Business and Correspondence

Please see the Board of Selectmen’s Public Comment Policy

Next Meeting Date: Tuesday, March 26, 4:30 pm – Juliani Room
                 Monday, April 1, 6:00 pm – Middle School Library
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<td>4/1 Monday</td>
<td>ATM&lt;br&gt;6:00 PM Start – Middle School Library&lt;br&gt;Request to revise Sunday Liquor Service – Door No. 7&lt;br&gt;Request to revise CV hours – Dunkin Donuts Linden St.&lt;br&gt;Appoint/Rescind COA members?</td>
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<td>4/2 Tuesday</td>
<td>ATM&lt;br&gt;6:00 PM Start – Middle School Library&lt;br&gt;Appoint/Rescind COA Members&lt;br&gt;One day license – Library</td>
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**Notes**

Quarterly updates
- Traffic Committee (Deputy Chief Pilecki)
- Facilities Maintenance (Joe McDonough)
- Wellesley Club Dates: TBD
3. MOVE to appoint Andrew Beckford effective March 25, 2019 and Alex DeLorie effective March 25, 2019 to the position of Firefigher with the Town of Wellesley.

4. MOVE to approve the installation of 240 feet of 4 inch gas main in Fells Road from the existing 8 inch gas main in Russel Road located approximately at 21 Russel Road easterly to the existing 3 inch gas main in Regis Road, conditioned upon the repaving of the full width of Fells Road from curb to curb following installation.

5. MOVE to approve a gift of $589.99 from Lauri and Alex Slawsby for a bench and plaque on Fuller Brook Park, and a donation of 4500 from the Wellesley Gardner’s Guild for annual plantings at the Clock in the Square and Fells Sitting area.

6. MOVE to elect ____________ as secretary.

7. MOVE to approve the contract for Project Management Services to Compass Project Management, Inc.
MONDAY, MARCH 25, 2019

Our meeting will begin on Monday at 6:00 pm in the MIDDLE SCHOOL LIBRARY

1. Call to Order – Open Session
3. **Fire Appointments**

The Fire Department is putting forth two candidates for the position of Firefighter. An interview team consisting of Asst. Fire Chief Peterson, Union President Michael Leech, Deputy Fire Chief Chuck DiGiondeminico, and HR Director Scott Szcebak has vetted the two candidates. The recommendations are to appoint Andrew Beckford and Alex DeLorie. Due to Town Meeting, the appointments will not be televised. Staff as notified the Fire Department that following Town Meeting an official appointment ceremony can be held on camera with the Board.

**MOVE to appoint Andrew Beckford effective March 25, 2019 and Alex DeLorie effective March 25, 2019 to the position of Firefigher with the Town of Wellesley.**
A group comprised of myself, Deputy Chief Charles DiGiandomenico, Union President Michael Leach, and the Human Resources Director reviewed applications, backgrounds and credentials of potential candidates for the position of Firefighter. The candidates interviewed met one or more of the significant consideration criteria as outlined in our hiring policy. This includes residency, attendance in the Wellesley School system, Veteran status and current or past employment with the Town of Wellesley. Two candidates were chosen by me to be extended a conditional offer of employment. The first candidate is Andrew Beckford, a current Air Force Survey Team Member with the 1st Civil Support Team (CST) Weapons of Mass Destruction at Minuteman Lane in Wellesley. The next candidate, Alex DeLorie has worked at the Wellesley Recreation Department for the past three years and is currently employed as an EMT for Lifeline Ambulance. It is my request that the Board of Fire Engineers vote to reaffirm my selection decision and offer permanent appointment to candidates; Andrew Beckford, effective 3/25/2019 and Alex DeLorie, effective 3/25/2019. The actual report for duty date will be determined by the Fire Chief. A brief biography of each candidate appears below.

**Andrew Beckford**

- Graduated from West Virginia University with a Bachelor's degree in Economics
- Is a certified Haz-Mat Technician as well as having Confined Space certification
- Is involved with the Honor Flight for WWII veterans and 508 Forever Young

**Alex DeLorie**

- Graduated from West Virginia University with a Bachelor's degree in Parks and Recreation
- Is a certified National EMT, working for Lifeline Ambulance
- Is an Eagle Scout and has been involved for years with the Senior Thanksgiving Dinner and Relay for Life
- Has Red Cross certifications in Lifeguarding, First Aid/CPR/AED and Water Safety Instructor
I feel that both of these candidates meets and exceeds the criteria the department has established for new hires. I feel that the caliber of applicants for the position of Firefighter has greatly increased since we have left Civil Service, and these candidates reflect that observation. Both candidates have passed pre-employment physicals and are scheduled to take the Massachusetts Physical Abilities test (PAT) for Firefighters. The appointments are subject to passing the PAT and successful completion of a Firefighting Academy along with a one-year probationary period. If any member of the Board has any questions regarding these candidates or the hiring process, please do not hesitate to contact me.

Respectfully Submitted,

Asst Chief Jeffrey Peterson

Jeffrey J Peterson
Assistant Fire Chief
Wellesley Fire/Rescue
jpetersen@wellesleyma.gov
PH- (781)-248-4592
My name is Steven Proulx, I am a Team Chief on the 1st WMD-CST based in Wellesley. I am reaching out to you on behalf of Andrew Beckford. I would like to begin by stating that I am his direct supervisor, and have worked directly with Andrew for almost three years. He is my most dependable and reliable guy who I supervise. I can always count on him to complete his work, and help others with theirs. He conveys great team work and dedication to the team and comes in on his time off to complete tasks that cannot always be done during the normal duty day. It pains me to potentially lose the Subject Matter Expert that he has become over the years of training, and the trainings that he continues to take. This week alone he gave an advanced radiation class on principles of radiation, as well as a hands on portion on eight different radiation detectors. He was commended on his performance and knowledge by the entire command staff on how well of a job he did preparing for it and his execution of teaching the other members. I am not a firefighter so I cannot say he would be a great one, however I do know how important it is to have a hard working, reliable team member, who will have your back in any situation. Andrew is that guy, I trust him to do my job in my absence and to make decisions on my behalf, because he has proven to me over the years that he is a hard worker and extremely knowledgeable in the hazmat field. He has worked with the Department of Fire Services, Hazmat Team during multiple events. There are numerous other situations that I would be more than willing to go over, please feel free to call or email me for more information.

Sincerely,

STEVEN J. PROULX
SSG, 1st CST MAARNG
SURVEY TEAM CHIEF
Deputy Chief Peterson

For the past three years it has been my pleasure to know and work with Alex DeLorie, who has worked as an intern, field trip chaperone, office assistant, lifeguard and beach manager for the Wellesley Recreation Department.

As our first summer intern, Alex set the bar extremely high, for any future interns, as he was punctual, worked hard and always came to work prepared and with a great attitude. Alex’s best trait is his ability to look at a problem and come up with creative solution. As an intern, one of Alex’s projects was to create a game for an event being held at the local shopping plaza. There were multiple groups “tabling” at the event and Alex built a “wheel of fortune” type game (from scratch) and it was the most popular game at the event. This same wheel is still used by the Recreation Department today!

After such a successful internship, we kept in contact with Alex and had him work part-time when he was home from school and then hired him as a lifeguard and subsequently as a Beach Manager.

It goes without saying that a lifeguard/beach manager must be alert, responsible, have good customer skills, be a team player and strong leader. Alex showed all of these traits and more. He is one of those young people who leads by example and will go the extra mile, seeing something needs to get done; he will do it without asking. Alex is one of those people who just “gets it.”

When Alex informed us of his decision to apply to the Wellesley Fire Department, I could not have thought of someone who has the traits, I believe, that would be necessary to be on the Fire Department. From his strong work ethic, creative thinking and strong team & leadership skills, Alex would be a true asset and addition to the Wellesley Fire Department and without question I highly recommend Alex DeLorie.

If I can be of further assistance, please do not hesitate to contact me at the phone number above.

Sincerely,

Matthew Chin

Matthew Chin
4. **Approve National Grid Grant of Location**

The application before the Board is to install 240 feet of gas line in Fells Road from the existing 8” line in Russel Road to a 3” line in Regis Road. The extension is needed to reinforce the existing volume of gas that will transmit down Russell Road to Route 9, due to the increased demand projected at 900 Worcester Street. Gas line improvements required in Route 9 are under the purview of MassDOT. DPW and MLP have recommended approval. DPW has indicated Fells Road is still under a moratorium so the street opening permit will require curb to curb repaving.

**MOVE to approve the installation of 240 feet of 4 inch gas main in Fells Road from the existing 8 inch gas main in Russel Road located approximately at 21 Russel Road easterly to the existing 3 inch gas main in Regis Road, conditioned upon the repaving of the full width of Fells Road from curb to curb following installation.**
Cay,
This is acceptable to us, in fact we understand from National Grid that it is critical to improving their network in the wider area, including the pending connection for the large volume use anticipated at 900 Worcester Street. We note that the street was recently repaved (2016) and so the street opening permit will require that they repave the full width of the street.
Dave

Hello
I’ve received the attached petition for a grant of location from National Grid. Could you please let me know if you think this is acceptable to approve?

Also, if I should be sending this to someone else, please let me know – this is my first one.

Thanks,
Cay

Cathryn Meagher
Executive Assistant
Town of Wellesley
525 Washington Street
Wellesley, MA 02482
(781) 431-1019 ext: 2219
Hi Cay,

No issues with the MLP.

Dick

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From: Meagher, Cathryn
Sent: Tuesday, February 26, 2019 11:53 AM
To: Hickey, David <dhickey@wellesleyma.gov>; Cohen, David <dcohen@wellesleyma.gov>; Healy, Debra J. <dhealy@wellesleyma.gov>; Joyce, Dick <djoyce@wellesleyma.gov>
Subject: National Grid Petition: 21 Russell Road

Hello
I’ve received the attached petition for a grant of location from National Grid. Could you please let me know if you think this is acceptable to approve?

Also, if I should be sending this to someone else, please let me know – this is my first one.

Thanks,
Cay

Cathryn Meagher
Executive Assistant
Town of Wellesley
525 Washington Street
Wellesley, MA 02482
(781) 431-1019 ext: 2219

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From: SEL: Konica Minolta C658
Sent: Tuesday, February 26, 2019 11:43 AM
To: Meagher, Cathryn <cmeagher@wellesleyma.gov>
Subject: Message from KM_C658
PETITION OF NATIONAL GRID FOR GAS MAIN LOCATIONS

Town of Wellesley / Board of Selectmen:

The Nationalgrid hereby respectfully requests your consent to the locations of mains as hereinafter described for the transmission and distribution of gas in and under the following public streets, lanes, highways and places of the Town of Wellesley and of the pipes, valves, governors, manholes and other structures, fixtures and appurtenances designed or intended to protect or operate said mains and accomplish the objects of said Company; and the digging up and opening the ground to lay or place same:

To install and maintain approximate 240 feet more or less of 4 inch gas main in Fells Rd., Wellesley. From the existing 8 inch gas main near house #21 Russell Rd. easterly to the existing 3 inch gas main in Regis Rd. For a system reinforcement.

Date: February 22, 2019

By: Barbara H. Kelleher
 Permit Representative

Town of Wellesley / Board of Selectmen:

IT IS HEREBY ORDERED that the locations of the mains of the Nationalgrid for the transmission and distribution of gas in and under the public streets, lanes, highways and places of the Town of Wellesley substantially as described in the petition date February 22, 2019 attached hereto and hereby made a part hereof, and of the pipes, valves, governors, manholes and other structures, fixtures and appurtenances designed or intended to protect or operate said mains and/or accomplish the objects of said Company, and the digging up and opening the ground to lay or place same, are hereby consented to and approved.

The said Nationalgrid shall comply with all applicable provisions of law and ordinances of the Town of Wellesley applicable to the enjoyment of said locations and rights.

Date this _______________ day of _______________, 20__.

I hereby certify that the foregoing order was duly adopted by the _______________ of the Town of ____________________, MA on the _____ day of _______________, 20__.

By: _____________________________

Title

WO# 1234960

RETURN ORIGINAL TO THE PERMIT SECTION
NATIONAL GRID
40 SYLVAN RD, WALTHAM, MA 02451
RETAIN DUPLICATE FOR YOUR RECORDS
5. **Gift Acceptance**

The DPW has received two gifts. The first is a donation for $589.99 from Lauri and Alex Slawsby for a bench and plaque on Fuller Brook Park. The second gift is a donation from The Wellesley Gardener’s Guild for $500.00 to pay for annual flowers and bulbs at the Clock in the Square and Fells Sitting Area.

**MOVE** to approve a gift of $589.99 from Lauri and Alex Slawsby for a bench and plaque on Fuller Brook Park, and a donation of $500 from the Wellesley Gardener’s Guild for annual plantings at the Clock in the Square and Fells Sitting area.
Hi Meghan,

First, I wanted you to know how happy we all are to have you back and good luck with the new job!

This email is to inform the Selectmen that we have received a donation for $589.99 from Lauri and Alex Slawsby for a bench and plaque donation on Fuller Brook Park. The plaque is to honor Alex’s father and the amount is representative of them making a donation for the rest of the life of an existing bench.

We also received a donation from The Wellesley Gardener’s Guild for $500.00 to pay for annual flowers and bulbs at the Clock in the Square and Fells Sitting Area. We will be planting this spring.

Would you like me to continue sending donation information to you directly or to someone else in your office?

Hope to see you soon,

Cricket

Cricket Vlass, Landscape Planner  
Town of Wellesley  
Department of Public Works  
Park & Highway Division  
30 Municipal Way  
Wellesley Hills, MA 02481  
Tel: (781) 235-7600 X3332  
Fax: (781) 431-7569  
E-mail: cvlass@wellesleyma.gov  
Town Website: http://www.wellesleyma.gov/

I am in the office on Mondays, Tuesdays and Thursdays.

When responding please be advised that the Town of Wellesley and the office of the Secretary of State has determined that email could be considered a public record.
6. **Vote Board of Selectmen Secretary**

Town Bylaw 6.8 requires all Boards and Committees to elect a chair, vice-chair, and secretary. Ms. Gibbs previously held the position and did not seek re-election at the annual election, leaving the position vacant.

**MOVE to elect ____________ as secretary.**
7. **Approve Hardy/Upham OPM Contract**

Working with the MSBA, the SBC has selected Compass as the Owners Project Manager for the Hardy/Upham School project. Compass is currently the Town’s OPM on the Hunnewell project. At their meeting on Thursday, March 21, 2019 the SBC recommended the Board of Selectmen approve the contract for services with Compass. The Contract is MSBA boilerplate and has been reviewed and approved by MSBA, PBC, and Town Counsel. A copy of the contract is in the FNM.

**MOVE to approve the contract for Project Management Services to Compass Project Management, Inc.**
CONTRACT FOR PROJECT MANAGEMENT SERVICES

This Contract is made this 31st day of January in the year 2019 between the Town of Wellesley, acting through its School Building Committee and the Permanent Building Committee with offices in the Facilities Management Department located at 888 Worcester St. Suite 370, Wellesley, MA 02482 hereinafter called "the Owner" and Compass Project Management, Inc. One Edgewater Rd., Suite 204, Norwood, MA 02062 hereinafter called the "Owner's Project Manager" to provide the Project Management services required to complete the Basic and Extra Services described herein at

The Ernest F. Upham
Elementary School

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
Town of Wellesley, Board of Selectman
Jack Morgan, Chairperson

By ____________________________ (signature)
Date ____________________________

OWNER'S PROJECT MANAGER
Compass Project Management, Inc.
Timothy J. Bonfatti, President

By ____________________________ (signature)
Date ____________________________ 1/31/19

Base OPM Contract for DBB/CMR  v. 11.29.10
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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;

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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, § 44P(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.

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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

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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
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.
8.1.4 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.

8.1.2.4 **INTENTIONALLY LEFT BLANK**

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, 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 Compliance Monitoring (All Phases)**

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.

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 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 (percussion 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-GHPS 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:

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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.
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

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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 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

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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 (RIAP): 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

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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 per the attached schedule a lump sum fee in the amount of $424,785. The $424,785 fee is a cap for Basic Services related to this Contract. The Owner's Project Manager shall invoice the Owner based on percent complete pursuant to this Contract. During the course of this Contract, the rates in effect shall not be increased above those delineated in the following table:

Hourly Rate Schedule

<table>
<thead>
<tr>
<th>Position</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Director</td>
<td>$206</td>
<td>$212</td>
</tr>
<tr>
<td>Sr. Project Manager</td>
<td>$163</td>
<td>$171</td>
</tr>
<tr>
<td>Asst. Project Manager</td>
<td>$ 89</td>
<td>$ 94</td>
</tr>
<tr>
<td>Admin / Accounting</td>
<td>$ 84</td>
<td>$ 88</td>
</tr>
<tr>
<td>Construction Site Manager</td>
<td>$131</td>
<td>$138</td>
</tr>
</tbody>
</table>

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

**Project Phase:** Feasibility Study/Schematic Design Phase

<table>
<thead>
<tr>
<th>Item of Work</th>
<th>Lump Sum Fee</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Designer Selection</td>
<td>$51,555</td>
<td>Jun '19</td>
</tr>
<tr>
<td>Preliminary Design Report</td>
<td>$100,870</td>
<td>Dec '19</td>
</tr>
<tr>
<td>Preferred Schematic Report</td>
<td>$81,214</td>
<td>May '20</td>
</tr>
<tr>
<td>Community Forums</td>
<td>$12,118</td>
<td>Jan '21</td>
</tr>
<tr>
<td>MSBA Submissions</td>
<td>$24,206</td>
<td>Dec '20</td>
</tr>
<tr>
<td>Schematic Design</td>
<td>$88,648</td>
<td></td>
</tr>
<tr>
<td>Town Mtg / Public Education</td>
<td>$36,173</td>
<td>Apr '21</td>
</tr>
<tr>
<td>Estimating</td>
<td>$30,000</td>
<td>Nov '20</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$424,785</td>
<td></td>
</tr>
</tbody>
</table>

**Independent Cost Estimates**
Task 8.2.2 – Up to two estimates included in Lump Sum for Feasibility/Schematic phase

**Not included in Feasibility/Schematic Phase of Contract**
- Design Development = Fee & Schedule To Be Determined
- Construction Document = TBD
- Bidding Phase = TBD
- Construction Phase = TBD
- Closeout/Final Completion = TBD
ATTACHMENT B

LIST OF CONSULTANTS

Independent Cost Estimator:
Project Management & Cost Inc.  Peter Bradley, President
ATTACHMENT C

OPM's FEASIBILITY STUDY SCOPE OF SERVICES

Scope of services shall be per the Town's Request for Services (RFQ) dated November 15, 2018.
ATTACHMENT D

TOWN OF WELLESLEY, MASSACHUSETTS
CERTIFICATE OF CORPORATE AUTHORITY

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

Date: 3/4/19

Signature of individual submitting bid or proposal: 

Printed Name of Person signing the bid or proposal: Timothy J. Bonfatti

Title of Person signing the bid or proposal: President

Name of Business: Compass Project Management, Inc.

Business Address: One Edgewater Drive, Suite 204, Norwood, MA 02062

Business Phone: 508-589-5061
ATTACHMENT E
TOWN OF WELLESLEY, MASSACHUSETTS
TRUTH-IN-NEGOTIATIONS CERTIFICATE

The applicant hereby certifies that:

1. The applicant has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of contract for these services.

2. No Consultant to, or subcontractor for the applicant has given, offered, or agreed to any gift, contribution, or offer of employment to the applicant, or to any other person(s), corporation, or entity as an inducement for, or in connection with, the award of the consultant or subcontractor of a contract by the applicant.

3. That no person(s), corporation, or other entity, other than a bona-fide full-time employee of the applicant has been retained or hired to solicit for/or in any way assist the applicant in obtaining the contract for services upon an agreement or understanding that such person(s), corporation, or entity be paid a fee or other compensation contingent upon the award of the contract to the applicant.

4. That the applicant has internal accounting controls as required by M.G.L. c. 30, § 39R(c), and that the applicant has filed and will continue to file audited financial statements as required by M.G.L. c. 30, § 39R(d).

Name of Applicant: Compass Project Management, Inc.

Address: One Edgewater Drive, Suite 204, Norwood, MA 02062

By: Timothy J. Bonfatti
Title: President

Printed: Timothy J. Bonfatti

Date: 3/4/19
March 4, 2019

Joseph McDonough, Facilities
Director Town of Wellesley
888 Worcester Street, Suite 370
Wellesley, MA 02482

RE: Wellesley Ernest F. Upham

Dear Mr. McDonough:

Please be advised that we have reviewed the Statement of Internal Accounting Controls prepared by the owner’s project manager, Compass Project Management, Inc., in connection with the above-captioned project. This statement is required under Massachusetts General Law Chapter 30, Section 39R. In our opinion, representations of management are consistent with our evaluations of the system of internal accounting controls. In addition, we believe that they are reasonable with respect to transactions and assets in the amount which would be material when measured in relation to the firm’s financial statements.

Sincerely,

[Signature]

King McNamara Moriarty LLP
March 4, 2019

Joseph McDonough, Facilities Director
Town of Wellesley
888 Worcester Street, Suite 370
Wellesley, MA 02482

RE: Town of Wellesley, Ernest F. Upham School

Dear Mr. McDonough

This letter is being submitted in accordance with the standard Wellesley Contract Requirements, please be advised that our firm has a system of internal accounting controls which assures that:

1. Transactions are executed in accordance with management’s general and specific authorization;
2. Transactions are recorded as necessary, to permit preparation of financial statements in conformity with generally accepted accounting principles, and to maintain accountability for assets;
3. Access to assets is permitted only in accordance with management’s general or specific authorization; and
4. The recorded accountability for assets is compared with the existing assets as reasonable intervals and appropriate action was taken with respect to any difference.

Sincerely,

[Signature]

Timothy Bonfatti
President
Compass Project Management, Inc.
ATTACHMENT G

TOWN OF WELLESLEY CONTRACT FORM
CERTIFICATE OF NON-COLLUSION

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

[Signature]
Signature of bidder

Compass Project Management, Inc.
Name of business
ATTACHMENT H

TOWN OF WELLESLEY BID FORM
TAX COMPLIANCE CERTIFICATION

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.

[Signature]
Signature of bidder

Compass Project Management, Inc.
Name of business
ATTACHMENT I

CERTIFICATE OF INSURANCE

(Submit certificate of insurance naming the Town of Wellesley as additionally insured, provide limits as specified in Article 13.)
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Edward A. Ellis Ins. Agency, Inc
182 W. Central St, suite 302
Natick, MA 01760

CONTACT NAME: Rachel Vivellos
PHONE: 508-853-1600
FAX: 508-853-7180
EMAIL: service@ellisinsurance.com
ADDRESS: 182 W. Central St, Suite 302, Natick, MA 01760

INSURED
Compass Project Management Inc
One Edgewater Dr., Suite 204
Norwood, MA 02062

INSURER A: Associated Employers Insurance Co.

COVERAGES
CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDITIONAL INSURER</th>
<th>ADDITIONAL INSURED</th>
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<tr>
<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
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<tr>
<td>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)</td>
<td></td>
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</table>

CERTIFICATE HOLDER
Town of Wellesley
Att.: Joseph McDonough
888 Worcester St, Suite 370
Wellesley, MA 02482

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Rachel Vivellos

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ACORD 25 (2016/03)
**CERTIFICATE OF LIABILITY INSURANCE**

**DATE (MM/DD/YYYY):** 06/19/2016

**PRODUCER:** John McLaughlin Ggy 828 Lynn Fiona Plivy Melrose MA 02176

**INSURED:** Compass Project Management, Inc One Edgewater Drive, Suite 204 Norwood MA 02062

**INSURER:**
- **INSURER A:** Western World Insurance Co.
- **INSURER B:** Gemini Insurance Company
- **INSURER C:** Ohio Security Insurance Co
- **INSURER D:** Safety Insurance
- **INSURER E:** Evanston Insurance Co.

**COVERAGES**

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<td>CLAIMS-MADE</td>
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**D AUTOMOBILE LIABILITY**

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<tr>
<td>DAMAGE TO PROPERTY</td>
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**E UMBRELLA LIABILITY**

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<tr>
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<th>LIMITS</th>
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<tbody>
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**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>LIMITS</th>
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<tr>
<td><strong>PAY-ROLL Statute</strong></td>
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<tr>
<td>E.L. EACH OCCURANCE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>E.L. DISEASE - EA EMPLOYEE</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

**CERTIFICATE HOLDER**

Town of Wellesley
886 Worcester Street Suite 370
Attn: Joseph McDonough
Wellesley MA 02482

**CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**AUTHORIZED REPRESENTATIVE:**

John McLaughlin

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**ACORD 25 (2014/01)** The ACORD name and logo are registered marks of ACORD
ATTACHMENT J
W-9 FORM

(Submit Taxpayer ID Number and Certification)
## Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

<table>
<thead>
<tr>
<th>Name (as shown on your income tax return)</th>
<th>Social security number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compass Project Management, Inc.</td>
<td></td>
</tr>
<tr>
<td>Business name, if different from above</td>
<td></td>
</tr>
<tr>
<td>Check appropriate box:</td>
<td></td>
</tr>
<tr>
<td>□ Individual/sole proprietor</td>
<td></td>
</tr>
<tr>
<td>□ Corporation</td>
<td></td>
</tr>
<tr>
<td>□ Partnership</td>
<td></td>
</tr>
<tr>
<td>□ Limited liability company. Enter the tax classification ( disregarded entity, C=corporation, P=partnership)</td>
<td></td>
</tr>
<tr>
<td>□ Other (see instructions)</td>
<td></td>
</tr>
<tr>
<td>Exempt payee</td>
<td></td>
</tr>
<tr>
<td>Address (number, street, and apt. or suite no.)</td>
<td>Requester's name and address (optional)</td>
</tr>
<tr>
<td>1 Edgewater Drive Ste 204</td>
<td></td>
</tr>
<tr>
<td>City, state, and ZIP code</td>
<td></td>
</tr>
<tr>
<td>Norwood, MA 02062</td>
<td></td>
</tr>
<tr>
<td>List account number(s) here (optional)</td>
<td></td>
</tr>
</tbody>
</table>

### Part I  Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II  Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out item 2 above if you have not been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<table>
<thead>
<tr>
<th>Sign Here</th>
<th>Signature of U.S. person</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>6/19/18</td>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

### Definition of a U.S. person

For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

### Special rules for partnerships

Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
8. **ATM Preparation**

Annual Town Meeting will commence at 7:00 pm in the Wellesley Middle School. The Board should discuss any revisions to anticipated presentations and/or motions.

**NO MOTION**
9. **New Business and Correspondence**

- Monthly Parking Meter Report
- Correspondence – Reverend Dr. Kelly Murphy Mason
### MONTHLY PARKING METER, CALE, PASSPORT COLLECTIONS

<table>
<thead>
<tr>
<th>FY14</th>
<th>FY15</th>
<th>FY16</th>
<th>FY17</th>
<th>FY18</th>
<th>FY19</th>
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<td>$41,016.09</td>
<td>JULY 2014</td>
<td>$53,233.47</td>
<td>JULY 2015</td>
<td>$64,094.66</td>
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<tr>
<td>DECEMBER 2013</td>
<td>$29,443.71</td>
<td>DECEMBER 2014</td>
<td>$37,730.09</td>
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<td>$50,918.86</td>
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<td>$65,716.03</td>
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<td>$51,078.12</td>
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<td>MAY 2014</td>
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<td>JUNE 2014</td>
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<td>$64,391.57</td>
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- **1st quarter avg**: $47,467.33 $48,980.41 $59,551.28 $54,280.84 $56,915.25 $61,286.23 $61,286.23
- **2nd quarter avg**: $41,283.46 $50,540.86 $54,130.20 $50,405.12 $53,784.87 $60,308.86 $53,961.02
- **3rd quarter avg**: $41,485.62 $44,512.17 $49,462.18 $47,072.21 $55,334.14 $35,271.70 $53,961.02
- **4th quarter avg**: $55,737.66 $47,725.94 $59,994.46 $54,928.39 $61,581.15 $0.00 $0.00

Passport Parking System implemented February 2017 (included in totals above)
21 February 2019

To Whom It May Concern:

Recently, it has come to my attention that the Town of Wellesley has neglected to pay much tribute to native daughter Sylvia Plath, one of the resounding voices in 20th-Century American literature. Plath grew up attending worship services in our congregation, the Unitarian Universalist Society in Wellesley Hills. Her mother Aurelia taught religious education here. As Senior Minister at UU Wellesley Hills, I know how much pride my congregants take in their distinguished history. So I believe it is particularly important for us to honor Plath’s place in that.

Although she married British poet Ted Hughes while she was studying abroad, Plath had plans to eventually have another wedding celebration at UU Wellesley Hills. That never happened. Tragically, she committed suicide following her separation from Hughes, when she was still overseas. In a letter she wrote home to her mother, Plath stated: "I'd really be a church-goer if I was back in Wellesley. . . . the Unitarian Church is my church. How I miss it!" She considered this local congregation her spiritual home.

In her highly autobiographical novel, The Bell Jar, Plath described some painful experiences growing up in this area and struggling with debilitating mental illness. At the time she published, her confessional work was truly groundbreaking. Her first book of poems, Colossus, was drafted while she was a resident here in town. Her distinctive perspective later became especially important to feminist literary critics who heard in her work powerful cries for women’s liberation.

My understanding is that all that commemorates Plath in Wellesley now is a plaque erected at the high school by her classmates. Although her former home at 26 Elmwood has been declared a “historic district” in the town, it bears no official marker. The paucity of recognition for this marvelous writer seems an unfortunate oversight, several decades after her untimely death.

It would seem fitting to name a street or square after Plath, and to place a marker on her former home. Currently, there is only one street in town named after a woman. This is curious, given the prominent spot a leading women’s college holds here. This town-wide neglect of women’s contributions to American culture can readily be corrected.
Not too long ago, *The New York Times* introduce a feature called “Overlooked” into its obituary section, providing recollections of women whose death was not deemed newsworthy due to unfair gender bias. It ran a feature-length retrospective on Plath, calling her “a post-war poet unafraid to confront her own despair”.

The *Times* noted that *The Townsmen* “falsely reported” Plath’s cause of death as pneumonia and that *The Boston Globe* ran an exceedingly brief and understated obituary under her married name of Hughes. The stigma of a death due to suicide no doubt contributed to the silencing of her life story.

During the anniversary month of her death, I submit this letter to both the Advisory Committee and the Town Selectmen and women of Wellesley, petitioning that they work to have Wellesley more respectfully recognize the significance of Plath’s literary legacy. She was awarded the Pulitzer Prize for poetry posthumously, with the celebrated release of her *Collected Poems* in the 1980s.

As the *Times* noted, Plath is a poet who “determinedly made her way in a literary world dominated by men” and spoken her truth fearlessly. So it is not too late to finally pay the tribute due her, rather importantly in this place she considered home.

Sincerely yours,

[Signature]

The Rev. Dr. Kelly Murphy Mason  
Senior Minister  
The Unitarian Universalist Society of Wellesley Hills  
309 Washington St. Wellesley, MA 02481  
kmmason@uuwellesleyhills.org