

Fall Brook Elementary School

Leominster, MA

Fall Brook Building
Committee Meeting #7

December 12, 2023


 LeftField



LEOMINSTER
MASSACHUSETTS



TODAY'S AGENDA

- 
1. Call to Order
 2. Administrative Actions
 - a. Review and Approval of 11/2/2023 Meeting Minutes – **Vote**
 - b. Review Invoice Log, Warrant for Approval – **Vote**
 - c. Budget Update
 - d. Project Schedule Update
 - e. MDS Proposal - **Vote**
 3. Designer Report
 - a. Design Team Introduction
 - b. Preliminary Design Ideas
 - c. Initial Steps
 4. Items Not Anticipated 48 Hours in Advance of Meeting
 5. Public Comment
 6. Next Steps
 7. Adjournment



ROLL CALL

- Eight (8) voting members required for a quorum.

| Voting Member | Present | Absent |
|-----------------------------|----------------|---------------|
| Mr. Peter Angelini | | |
| Mr. Mark Bodanza | | |
| Mr. Greg Chapdelaine | | |
| Mr. Bill Charpentier | | |
| Ms. Paula Deacon | | |
| Mr. Steven Mammone | | |
| Mayor Dean Mazarella, Chair | | |
| Ms. Melanie Mikels | | |
| Mr. Elliot Nadeau | | |
| Ms. Jennifer Reddington | | |
| Mr. Brandon Robbins | | |
| Mr. Jeffrey Sullivan | | |
| Mr. Gregory Thomas | | |
| Mr. James Whitney | | |



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MEETING MINUTES FOR APPROVAL

- “Motion to approve the November 2, 2023, meeting minutes by _____, seconded by _____.”
- Discussion
- Vote

| Voting Member | Yea | Nay | Abstain |
|------------------------------|------------|------------|----------------|
| Mr. Peter Angelini | | | |
| Mr. Mark Bodanza | | | |
| Mr. Greg Chapdelaine | | | |
| Mr. Bill Charpentier | | | |
| Ms. Paula Deacon | | | |
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INVOICE LOG



MEMORANDUM

To: Gregory Chapdelaine, Purchasing Agent
 From: Linda Liporto, LeftField, LLC
 Date: December 5, 2023
 Re: Fall Brook Elementary School - November 2023 Invoice Summary
 Cc: Craig DiCarlo, LeftField, LLC

Enclosed for approval and processing, please find the following invoices:

| INVOICES (Payments) | | | | | |
|---------------------|----------------|--------------|----------------------------------------|--------------------------------------------------------|---------------------|
| ProPay Code | Vendor | Invoice # | Budget Category | Description of Services | Invoice \$ |
| 0001-0000 | LeftField, LLC | 2023.009-006 | OPM Feasibility Study/Schematic Design | FS Phase Project Management Services for November 2023 | \$ 22,056.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | LEFTFIELD TOTAL | \$ 22,056.00 |
| | | | | TOTAL: | \$ 22,056.00 |

The invoices listed above are consistent with the Total Project Budget and to the best of our knowledge, are eligible for reimbursement from the Massachusetts School Building Authority. Leftfield, LLC recommends that the invoices be approved and paid.

The November 2023 OPM Monthly Report was electronically submitted to the MSBA and to the City of Leominster by the required December 12, 2023 deadline. All invoices above are included in the November 2023 Project Budget Report but can be revised if rejected by the City of Leominster.

If you have any questions, please feel free to contact Linda Liporto, Owner's Project Manager, Leftfield, LLC.



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To: Gregory Chapdelaine, Purchasing Agent
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FEASIBILITY BUDGET


As of November 2023:

- Committed: 16%
- Expended: 4%

| Fall Brook Elementary School - Leominster, MA | | | | | | | | | | November 30, 2023 | |
|------------------------------------------------------|----------------------------------------|----------------------|--------------------|----------------------|-------------------|----------------|----------------------|-----------------|---------------------|---------------------|----------|
| Total Project Budget Status Report | | | | | | | | | | | |
| ProPay Code | Description | Total Project Budget | Authorized Changes | Revised Total Budget | Total Committed | % Cmtd to Date | Actual Spent to Date | % Spent to Date | Balance To Spend | Uncommitted | Comments |
| FEASIBILITY STUDY AGREEMENT | | | | | | | | | | | |
| 0001-0000 | OPM Feasibility Study/Schematic Design | \$ 1,000,000 | | \$ 1,000,000 | \$ 397,000 | 40% | \$ 99,252 | 10% | \$ 297,748 | \$ 603,000 | |
| 0002-0000 | A&E Feasibility Study/Schematic Design | \$ 1,000,000 | | \$ 1,000,000 | \$ - | 0% | \$ - | 0% | \$ - | \$ 1,000,000 | |
| 0003-0000 | Environmental & Site | \$ 250,000 | | \$ 250,000 | \$ - | 0% | \$ - | 0% | \$ - | \$ 250,000 | |
| 0004-0000 | Other | \$ 250,000 | | \$ 250,000 | \$ - | 0% | \$ - | 0% | \$ - | \$ 250,000 | |
| | SUB-TOTAL | \$ 2,500,000 | \$ - | \$ 2,500,000 | \$ 397,000 | 16% | \$ 99,252 | 4.0% | \$ 297,748 | \$ 2,103,000 | |
| | TOTAL PROJECT BUDGET | \$ 2,500,000 | \$ - | \$ 2,500,000 | \$ 397,000 | 16% | \$ 99,252 | 4% | \$ 2,400,748 | \$ 2,103,000 | |
| FUNDING SOURCES | | | | | | | | | | | |
| | Maximum State Share | \$ 1,852,500 | | | | 74.1% | | | | | |
| | Minimum Local Share | \$ 647,500 | | | | 25.9% | | | | | |
| | SUB-TOTAL | \$ 2,500,000 | | | | 100.0% | | | | | |
| CONSTRUCTION COST ESTIMATES | | | | | | | | | | | |
| | Date | Estimator | Amount | SF | Cost/SF | | | | | | |
| | Designer FS Cost Estimate | | | | | | | | | | |
| | Designer SD Cost Estimate | | | | | | | | | | |
| | OPM SD Cost Estimate | | | | | | | | | | |
| | PFA Budget | | | | | | | | | | |
| <i>Feasibility Study Agreement Budget Transfers:</i> | | | | | | | | | | | |



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DESIGNER PROCUREMENT

Updated Schedule of Tasks & Activities

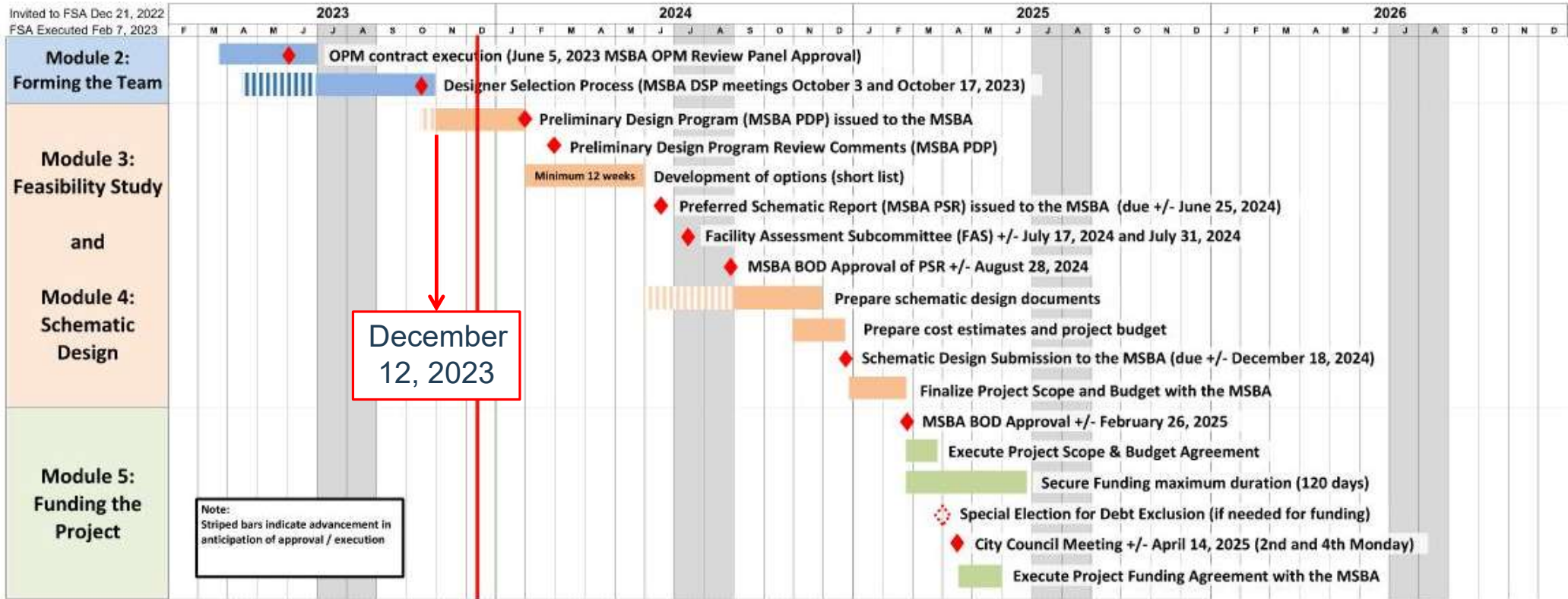
| | | |
|-----------|------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| Monday | May 15 | LEFTFIELD sends DRAFT Request for Services (RFS) to City & LPS for review |
| Wednesday | May 24 | City & LPS sends comments on DRAFT RFS to LEFTFIELD |
| Tuesday | May 30 | LEFTFIELD sends DRAFT RFS to Fall Brook Building Committee (FBBC) for review |
| Tuesday | Jun 6 | FBBC Meeting to approve RFS – Provisional approval to submit to the MSBA |
| Monday | +/- Jun 19 | KP Law forward draft Designer RFS review comments |
| Thursday | July 20 | LEFTFIELD sends DRAFT RFS to MSBA for review |
| Wednesday | Aug 2 | LEFTFIELD sends FINAL RFS to FBBC and MSBA |
| Thursday | Aug 3 | LEFTFIELD submits notice to the Central Register |
| Friday | Aug 4 | Purchasing Dept emails legal notice to the Sentinel & Enterprise by 12:00 pm |
| Wednesday | Aug 9 | Notice appears in the Central Register |
| Wednesday | Aug 9 | Purchasing Dept submits notice to COMMBUYS |
| Wednesday | Aug 9 | Notice appears in the Sentinel & Enterprise |
| Wednesday | Aug 16 | Site Visit at Fall Brook Elementary School, 25 Decicco Drive, Leominster, MA 01453 at 2:00-3:30 pm |
| Thursday | Aug 17 | Issue Addendum including Site Visit include handouts, attendee list, and Q & A to date |
| Monday | Aug 28 | Questions from designers must be received by 5:00 pm, attention Craig DiCarlo cdicarlo@leftfieldpm.com |
| Tuesday | Aug 29 | LEFTFIELD issues Addendum in response to questions, if any, and posts by 12:00 pm on City's WEBSITE |

| | | |
|-----------|---------|--------------------------------------------------------------------------------------------------------------------|
| Tuesday | Sept 6 | Proposals, must be received by 2:00 pm Attention: Craig DiCarlo, 800 Hingham Street, Office 101AN, Rockland, MA |
| Wednesday | Sept 7 | LEFTFIELD distributes Proposals to Local Designer Selection Panel (DSP) members and sends to MSBA DSP members |
| Tuesday | Sept 26 | Proposals and Reference Check information due to the MSBA |
| Tuesday | Sep 26 | Local DSP members meet to review Proposals |
| Monday | Oct 2 | DSP meeting "dry run" |
| Tuesday | Oct 3 | 1 st DSP Meeting – Proposal Review |
| Tuesday | Oct 17 | 2 nd DSP Meeting – Interviews |
| Wednesday | Oct 18 | Anticipate DSP issues official ranking and letter |
| Friday | Oct 27 | Complete fee negotiations |
| Thursday | Nov 2 | FBBC votes to approve contract |
| Thursday | Nov 2-9 | Execute Designer Contract |
| Thursday | Nov 9 | Designer send proposed workplan, LEFTFIELD forward to FBBC for review |
| TBD | TBD | MSBA & District kick off meeting |

December 12, 2023



FEASIBILITY SCHEDULE



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DESIGNER PROPOSAL



November 30, 2023

Gregory Chapdelaine
Purchasing Agent
25 West Street
City Hall, Room 15
Leominster, MA 01453

RE: Fall Brook Elementary School
Proposal for Feasibility and Schematic Design Services

Dear Mr. Chapdelaine,

MDS Architects is pleased to submit this proposal for Architectural and Engineering Services for the Fall Brook Elementary School. The scope of work consists of Feasibility and Schematic Design Services as defined in the Request for Designer Services from the City of Leominster Public Schools dated August 9, 2023.

Project Schedule

MDS is prepared to begin immediately upon receiving a Notice to Proceed. MDS will perform its services consistent with the schedule prepared by Leftfield dated 10/27/2023, adjusted to reflect the actual Notice to Proceed date.

Fee Proposal

| | |
|------------------------------|--------------------|
| Base Fee | |
| Feasibility | \$492,445 |
| Schematic Design | \$562,390 |
| Base Fee Subtotal | \$1,054,835 |
| Reimbursable Expenses | |
| Site Survey - Langan | \$47,500 |

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| Base Fee | |
| Feasibility | \$492,445 |
| Schematic Design | \$562,390 |
| Base Fee Subtotal | \$1,054,835 |
| Reimbursable Expenses | |
| Site Survey - Langan | \$47,500 |
| Traffic Study - Langan | \$15,000 |
| Hazardous Materials Survey - PEER | \$12,840 |
| Geo-environmental - PEER | \$16,468 |
| Geotechnical Investigations - LGCI | \$17,930 |
| Reimbursable Expenses (w/o additional insurance) | \$109,738 |
| FS/SD Fee with Reimbursable Expense (w/o additional insurance) | \$1,164,573 |
| Additional Insurance Coverage (estimate - see attachment) | t.b.d. |
| Total Fee with Reimbursable Expenses (with additional insurance) | t.b.d. |

Assumptions and Qualification

- The fee for architectural and engineering Services is based on the scope of services defined by MSBA standard contracts, the MSBA Module 3 and Module 4 for Feasibility and Schematic Design Services, and the RFP dated August 9, 2023.
- It is assumed that siting options will be limited to the current school property site on which the Fall Brook School is located.
- Investigations
 - Cutting and patching of architectural elements of the existing building to support the Hazardous Materials investigations is not included in this proposal and is assumed to be coordinated through the Owner's Project Manager.
 - Patching of grass and paved surfaces as may be required for borings is not included in this proposal and is assumed to be coordinated through the Owner's Project Manager.
- See attached scope of Haz-Mat Investigations. It is assumed that additional Haz-Mat Investigations will be required in the Design Development phase of work.
- See attached scope of Geo-environmental Investigations. It is assumed that additional borings and test pits will be required in the Design Development phase of work.
- Geothermal test well and associated analysis and engineering for a well field as would be required for an in-ground heat pump system is not included in this proposal.
- Architectural inspection and evaluation of the existing school building will be limited to a visual ground-based inspection of interior and exterior conditions.
- The base fee provides for insurance coverage commensurate with the standard MSBA Owner/Architect Agreement. The additional insurance request is presented as a reimbursable expense. We request that some of our consultants, be exempt from the additional requirements, as the additional insurance may not be appropriate or available for certain specialty consultants. Attached to this letter is the status of our dialogues with our consultants on this topic. The costs presented therein are estimates at this time.

If you have any questions, please do not hesitate to contact me. We look forward to getting started on this exciting project.

Best regards,
MDS / MILLER DYER SPEARS

Nereyda Rodriguez
Nereyda Rodriguez, RA LEED AP BD+C, MCPPO
Project Manager and Senior Associate

MDS / MILLER DYER SPEARS

William Spears
William Spears, AIA, LEED AP, MCPPO
Principal

Attachments: Reimbursable Consultant Proposals



DESIGNER PROPOSAL

- The city's insurance requirements were included in the RFS. MDS has included basic insurance in their fee plus offered increased coverage for an additional fee.

INSURANCE REQUIREMENTS DESIGNER SERVICES RFS FOR FALL BROOK ELEMENTARY SCHOOL LEOMINSTER, MA

INSURANCE

The Designer shall purchase and maintain insurance of the type and limits listed in this section with respect to the services to be performed under this Agreement. Except as otherwise specifically provided in this Agreement, such insurance shall be provided at the Designer's sole cost and expense, and shall be in force and effect for the full term of the Agreement or for such longer period as this section may require. With respect to each such required insurance coverage and policy, the following General Insurance Requirements shall apply.

■ Certificates of Insurance:

Simultaneously with its execution of the Agreement, the Designer shall deliver to the Owner three (3) original copies of a properly endorsed Certificate or Certificates of Insurance acceptable to the Owner as evidence that each of the required insurance coverages (evidencing no less than the required minimum limits) as hereinafter set forth have been purchased and are in full force and effect. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles/self-insured retentions, and policy effective and expiration dates. Copies of all required endorsements shall be attached to the Certificates. Throughout the period that the Designer is required to maintain any policies of insurance hereunder, the Designer shall submit updated Certificates prior to the expiration of each of the policies referenced in the Certificates so that the Owner shall at all times possess Certificates indicating current coverage. The Designer shall require its consultants and sub-consultants to purchase and maintain insurance coverage in the types and limits at least equal to that required of the Designer under this Agreement, and the Designer shall furnish evidence of such coverage of its consultants satisfactory to the Owner. Failure by the Designer to obtain all policy renewals and to provide the respective insurance Certificates as required shall constitute just cause for termination of Designer's services under this Agreement. The Owner reserves the right to request, and upon request, the Designer agrees to furnish, a copy of each insurance policy and all endorsements thereto.

■ Additional Insured Endorsements:

The Owner, the Massachusetts School Building Authority and all of their respective members, trustees, officers, employees, agents, consultants, contractors, successors, assigns, and other representatives (the "Indemnified Parties") will be named as Additional Insureds on all policies, with the exception of Workers' Compensation and Professional Liability Policies.

➤ Additional Insured coverage for the City of Leominster Fall Brook Elementary School Project, Designer Services Agreement for Professional Services between Owner and Designer, the Commercial General Liability policy shall apply for ongoing and completed operations on a form no less broad than CG 20 10 (11 85) or a combination of forms CG 20 10 10 01 and CG 20 37 10 01, with no privity of contract exclusive only to the designer if using consultants and/or sub-consultants (or firms providing equivalent coverage). The Additional Insured endorsement form(s) shall state "Owner, the Massachusetts School Building Authority and all of their respective members, trustees, officers, employees, agents, consultants, contractors, successors, assigns, and other representatives" as the Additional Insured and shall state "All Locations" as

1

INSURANCE REQUIREMENTS CES RFS FOR FALL BROOK ELEMENTARY SCHOOL LEOMINSTER, MA

Insured coverage shall be maintained for 6 years after Final Acceptance of the Agreement, whichever is greater. Throughout the 6-year period, the Designer shall submit renewal Certificates, including endorsements, as evidence that coverage is being maintained.

Designers shall be placed with a company or companies licensed and approved by the Commonwealth of Massachusetts (unless agreed upon in advance and certified by an agent licensed and qualified to do business in the Commonwealth). Each insurer shall have a financial strength rating of A- VIII or an equivalent rating assigned by a similar rating agency acceptable to the Owner.

Forms of Coverage:

Coverages shall contain, or be endorsed to contain, a provision that the policies or endorsements, if terminated, voided, suspended, lapsed, modified or reduced, shall be required by this section where the insurance carrier will not modify or cancel, or anytime the Designer becomes aware of such cancellation, non-renewal, expiration, or reduction in coverage by the Contract Documents, the Designer shall provide written notice (2) business days of the date the Designer becomes aware of such cancellation or expiration. Upon receipt of notice from the Designer, the Designer shall be deemed to have been cured by the procurement of the Designer. The furnishing of notice by the Designer shall not release the Designer from its actual obligation to provide any required coverage. The Designer shall also comply with the Notice Requirement from its Hired Parties.

Priority:

The Designer shall be primary to any coverage that may be available to the Designer. The Designer shall be primary as respects any claims, losses, damages, or injuries arising out of, relating to in any way, or incident to the work or project, regardless whether instituted against Designer alone or jointly with any other insurance maintained by the Indemnified Parties.

Provision for the payment of any and all deductibles and / or retentions required herein, and the Owner shall not be responsible for the self-insured retentions or any portion thereof.

I do not release the Designer from any liability for actual or alleged breach of this Agreement. Without limitation, the Designer shall bear the risk of loss for any insurance policies that it maintains.

2

INSURANCE REQUIREMENTS DESIGNER SERVICES RFS FOR FALL BROOK ELEMENTARY SCHOOL LEOMINSTER, MA

The Designer shall purchase and maintain professional liability insurance. If any of the Work performed by Designer or its subconsultants or consultants, including, but not limited to, design services, Designer shall maintain and shall require its subconsultants or consultants to maintain Professional Liability or Errors and Omissions coverage for a negligent professional error, act, or omission on a claims-made basis, any retroactive date shall be no later than the date of the Agreement, and continuous coverage shall be maintained for six (6) years beginning from the time that work under the Agreement has expired, whichever is greater. Designer shall require its subconsultants or consultants to evidence coverage is maintained throughout the period of the Agreement. Limits shall not be less than \$3,000,000 per claim and \$3,000,000 per year aggregate for Designer and \$3,000,000 per Consultant.

The Designer shall purchase and maintain at their sole cost and expense, the following insurance coverages:

As required under the Massachusetts Workers' Compensation Act (Chapter 152, as amended) and as required by any other applicable laws, regulations, or orders of any governmental authority, the Designer shall be responsible for the procurement of workers' compensation, occupational disease and disability benefits, and Harbor Workers' Act, the Federal Employers' Liability Act, and any other applicable laws, regulations, or orders of any governmental authority.

The Designer shall be primary to any coverage that may be available to the Designer. The Designer shall be primary as respects any claims, losses, damages, or injuries arising out of, relating to in any way, or incident to the work or project, regardless whether instituted against Designer alone or jointly with any other insurance maintained by the Indemnified Parties.

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I do not release the Designer from any liability for actual or alleged breach of this Agreement. Without limitation, the Designer shall bear the risk of loss for any insurance policies that it maintains.

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DESIGNER PROPOSAL

- “Motion to authorize the District to contract with **Miller Dyer Spears Architects** for designer services for the Feasibility Study and Schematic Design phases for the base fee of \$1,054,835 plus reimbursable expenses of \$109,738, totaling \$1,164,573, contingent upon an agreement between the city and Miller Dyer Spears Architects for insurance coverage” made by _____, seconded by _____.
- Discussion
- Vote

| Voting Member | Yea | Nay | Abstain |
|----------------------------|-----|-----|---------|
| Mr. Peter Angelini | | | |
| Mr. Mark Bodanza | | | |
| Mr. Greg Chapdelaine | | | |
| Mr. Bill Charpentier | | | |
| Ms. Paula Deacon | | | |
| Mr. Steven Mammone | | | |
| Mayor Dean Mazzeola, Chair | | | |
| Ms. Melanie Mikels | | | |
| Mr. Elliot Nadeau | | | |
| Ms. Jennifer Reddington | | | |
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Switch to MDS presentation



TODAY'S AGENDA

1. Call to Order
2. Administrative Actions
 - a. Review and Approval of 11/2/2023 Meeting Minutes – **Vote**
 - b. Review Invoice Log, Warrant for Approval – **Vote**
 - c. Budget Update
 - d. Project Schedule Update
 - e. MDS Proposal - **Vote**
3. Designer Report
 - a. Design Team Introduction
 - b. Preliminary Design Ideas
 - c. Initial Steps
4. Items Not Anticipated 48 Hours in Advance of Meeting
5. Public Comment
6. Next Steps
7. Adjournment



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NEXT STEPS

- Tuesday 12/12/23, 1:00pm Regular FBBC Meeting
- Tuesday 1/9/24, 1:00pm Regular FBBC Meeting
- Tuesday 2/13/24, 1:00pm Regular FBBC Meeting

| DECEMBER 2023 | | | | | | |
|---------------|-----|-----|-------------------------------|-----|-----|-----|
| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
| 26 | 27 | 28 | 29 | 30 | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| | | 12 | 13 | 14 | 15 | 16 |
| | | | Design Work – Prepare for PSR | | | |
| | | | - Visioning | | | |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| | | | - Space Planning | | | |
| | | | - Educational Plan | | | |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

January 2024

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-------------------------------|-----|-----|-----|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| | | 16 | 17 | 18 | 19 | 20 |
| | | | Design Work – Prepare for PSR | | | |
| | | | - Visioning | | | |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| | | | - Space Planning | | | |
| | | | - Educational Plan | | | |
| 28 | 29 | 30 | 31 | | | |

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ADJOURNMENT

- “Motion to adjourn” made by _____, seconded by _____.
- Discussion
- Vote

| Voting Member | Yea | Nay | Abstain |
|------------------------------|------------|------------|----------------|
| Mr. Peter Angelini | | | |
| Mr. Mark Bodanza | | | |
| Mr. Greg Chapdelaine | | | |
| Mr. Bill Charpentier | | | |
| Ms. Paula Deacon | | | |
| Mr. Steven Mammone | | | |
| Mayor Dean Mazzarella, Chair | | | |
| Ms. Melanie Mikels | | | |
| Mr. Elliot Nadeau | | | |
| Ms. Jennifer Reddington | | | |
| Mr. Brandon Robbins | | | |
| Mr. Jeffrey Sullivan | | | |
| Mr. Gregory Thomas | | | |
| Mr. James Whitney | | | |



THANK YOU!



THE RIGHT CHOICE IN PROJECT MANAGEMENT

