
From: John Grande, Town Administrator
To: Rachel Orr
Cc: Chris Blessen (Tappe); James Rogers; Michael Watts; Richard Marks (Daedalus/CHA)
Sent: Wednesday, July 22, 2020, 02:59:20 PM EDT
Subject: Tisbury School Building Renovation and Addition Project

Hello Rachael

The action proposed at the Tisbury School Building Committee on June 22nd was held over until June 29th concerning approval of concepts with alternatives prepared by Tappe . At the June 29th meeting individuals participating in the zoom meeting introduced another concept and made a request for future presentation and some further review. My main concern following this meeting is that the Committee was being drawn into some other quasi process which did not reflect the designer selection law and related laws and the decisions the Committee has made to date as to the development of the design. I sought the opinion of our Town Attorney (see attached legal guidance). Please share with the Committee members.

Sincerely,

Jay

Sent from [Mail](#) for Windows 10

John "Jay" W. Grande, Town Administrator

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By Electronic Mail

To: John Grande, Town Administrator

From: David J. Doneski

Re: Tisbury School Project, Project Development and Design Process

Date: July 17, 2020

You have advised me of a situation in which individuals have been presenting and pursuing alternative project approach and/or design scenarios with the Tisbury School Building Committee for the ongoing Tisbury School project. In that regard, you have informed me that the School Building Committee has been tasked with developing a design proposal that reflects, as a guiding principle, a renovation of the Tisbury Elementary School building. This memorandum follows our discussion on the implications of the situation described.

As the estimated cost of such a renovation project exceeds the statutory threshold of 1.5 million dollars, the Town was first required to engage the services of an owner's project manager (OPM) through a qualifications-based process. G. L. c. 149, § 44A1/2. That process was undertaken and the Town has contracted with Daedalus Projects Incorporated for OPM services. The design of a project of this size requires selection of a project architect pursuant to the designer selection procedure specified in G.L. c. 7C, § 54. After selection of an OPM, the Town conducted a designer selection process and has contracted with Tappe Architects, Inc. as project architect. A part of both the OPM procurement and the designer selection process is an evaluation of the 'project team' that each proposing firm would assign to the project, to help ensure that the range and depth of experience of the OPM, and design and engineering professionals, who will work on the project meet the applicable state licensure criteria and are suitable for and compatible with the Town's needs and project approach, including the criteria outlined in the procurement solicitations.

Town Counsel reviewed both the OPM services contract with Daedalus and the design services contract with Tappe prior to the Town entering into agreements for those services. As both the OPM and project architect have been selected and are under contract with the Town for the respective services to be provided, it is those professionals who are legally and professionally responsible for delivery of those services for the project. Equally important, the Town has responsibilities under each of the contracts to cooperate with Daedalus and Tappe in the

exchange of information, evaluation of design and construction options, and general administration of the project. To the extent that other persons or entities who are not under contract with the Town pursuant to the statutorily required procedures, and whose qualifications and licensure (if any), are inserted into the design development and project implementation process, there could be questions of project intent and interference with contractual relationships. Specifically, there is a risk that the OPM and project architect could perceive, and actually experience, such participation by others as impairing their ability to perform their contract services and earn their fees in the manner reasonably anticipated at the times their contracts were signed. The consequences of such a situation could affect both the progress and success of the project and the Town's financial position under the contracts. There is a possibility of delay, project coordination complications, and associated liability and cost to the Town. Accordingly, I would caution the Town and the School Building Committee against deviating from the project process that has been established and which is reflected in legally binding agreements.

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