

SUDBURY HOUSING AUTHORITY

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SHEILA M. CUSOLITO
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MINUTES OF THE SPECIAL MEETING

March 11, 2026

The SHA met in open session at 12:05 p.m. Those present: Chair: S. Swanger ; Vice Chair: T. Vitvitsky; Treasurer: A Lepak; Assistant Treasurer: F. Riepe; Member: S. Cline; Executive Director: S. Cusolito

Also present: Matt Zajac & Zak Davidson, CHA development consultants

PUBLIC COMMENT

Alicia Carillo, 68 Basswood Ave, restated her interest in this meeting. She noted that other parties are unable to attend the mid-day meeting, which should not be interpreted as a lack of interest. She also referenced her previously stated concerns with the previously provided schematic designs.

Chairman Swanger commented that the SHA Board tries not to hold meetings during daytime hours, but that at times it's impossible to hold them otherwise.

UNFINISHED BUSINESS

705 Redevelopment Update, Guest Cambridge Housing Authority: RFP for Project Delivery

Services: Chairman Swanger opened the topic by noting that construction costs have dictated that the SHA consider an alternative to its original approach. That approach culminated in a 25% schematic design, with construction costs projected to exceed available funding. CHA consultants Zak Davidson and Matt Zajac introduced themselves and distributed copies of slides outlining the components and steps within the recently distributed draft RFP for project delivery services. Chairman Swanger noted that the RFP was drafted by CHA in consultation with him, Commissioner Riepe and ED S. Cusolito. Mr. Davidson characterized the current RFP as seeking integrated services covering design, permitting, and construction—including construction financing—that would retain the priorities of increasing the number of housing units, as well as emphasizing energy efficiency, long-term durability, and neighborhood compatibility. He also outlined the scoring criteria for respondents, noting that price would be separately assessed following review of the technical proposal. Mr. Zajac reiterated that the goal of the RFP is to elicit responses that result in cost savings related to the integrated approach.

Mr. Davidson stated that the approach has precedence with other projects in CHA's portfolio; although, this particular RFP has elements that are atypical for housing authorities. Chairman Swanger noted that the approach represents a trade-off of SHA control to contain costs. Mr. Davidson stated that the key control points will remain; however, more of the responsibility, risk and decision-making is assumed by the respondent. Mr. Zajac added that the RFP represents the SHA's main platform to state goals for the project in terms of building types, materials, and finishes, rather than the iterative approach of the original, traditional design/bid/build mechanism. Subsequent to that, SHA will control the response review related to evaluative criteria and translation of these features into the MOU with the selected firm.

In response to a question about risk, Mr. Davidson explained that the traditional process would require the SHA to obtain various forms of financing, including a construction loan and permanent financing, with the

risk for financing also assumed by the Housing Authority should the project not proceed as intended. The integrated approach shifts some of the financing and related risk to the respondent. The upside to the respondent relates to its ability to complete the project at or below its stated price.

S. Swanger asked whose responsibility it is if the project goes sideways during construction. Mr. Davidson explained that two kinds of bonds are typically required: a payment bond for monies owed to subcontractors and a performance bond to allow for another entity to assume the project. This particular point is recommended for discussion with a consulting construction legal team. Mr. Zajac added that as part of the evaluative criteria, the RFP asks if the respondent will make requests for use of already secured funds during the construction period. Further, he noted that the conveyance agreement typically contains a reverter clause, which would transfer the land back to SHA if the respondent is unable complete the project.

In response to questions related to the role of the LLC, Mr. Zajac stated his understanding that the mechanism would likely differ from that already approved by EOHLC and would like require an additional approval.

S. Cline asked if SHA would have final approval over design. Mr. Davidson restated that SHA will have final approval, but by a less iterative process than provided by the traditional design/bid/build process. Mr. Zajac opined that contract language will likely reference a requirement for SHA review and approval at various milestones, for instance, prior to Zoning Board review, with the possibility of negotiating additional review and approval timepoints. Ms. Cline also asked if the timeline could be shortened, to which Mr. Davidson responded that a shorter response timeline might limit the number of respondents, particularly given the requirement to submit design proposals.

S. Swanger restated a concern about control, should something go wrong during construction. Mr. Zajac noted broadly that the draft contract has been internally edited, but requires more thorough review by the consulting construction legal team, which will prepare a cost estimate for the contract review, to be reviewed and approved by S. Cusolito. Based on the Board's questions and concerns, Mr. Zajac believes this is an important investment for the SHA.

Ms. Vitvitsky asked about project phasing, which Mr. Davidson indicated would be part of the respondent's proposal.

S. Cusolito asked if the Board's vote would be for the RFP narrative, with a subsequent vote on the contract, to which Mr. Zajac responded the RFP could be approved by the Board, with the contract reviewed by S. Swanger, F. Riepe, and S. Cusolito. He noted CHA could return if the contract review will involve the entire Board.

Mr. Davidson stated that if the RFP is approved, it would take approximately two weeks to complete the contract review, which would determine the issue date. S. Cline opined that it would be important for the Board to review the contract prior to RFP distribution. By consensus and in order to expedite the process, the Board agreed to pursue the consulting legal services without seeking a price proposal.

Commissioner Riepe favors contract language that includes an iterative design process. Mr. Zajac emphasized that it will be important for the SHA to be prepared for some pushback on some contract elements to reach a balance between SHA control and project costs.

Mr. Zajac asked if the scoring criteria meet the SHA's expectations. After some discussion, Commissioners requested modifications to the window specification to exclude wood exteriors, the roofing warranty, exclusion of unenclosed exterior staircases, and exclusion of vinyl siding in favor of a manufactured composite. On the latter point, CHA offered to confer with its construction specialist.

A motion was made by S. Cline, seconded by F. Riepe, and unanimously voted, to proceed with the Request for Proposals for Project Delivery Services as presented, with the proviso that CHA will look into exterior finishes; specify non-wood window composition; specify desired roof warranty period; and exclude non-enclosed exterior stairways, and that CHA return to SHA with a proposed contract.

S. Cusolito noted the proposal leaves open the possibility of either studios or one-bedroom units, which is a departure from previous considerations, but which did not concern Commissioners.

ADJOURN

A motion was made by S. Cline, seconded by F. Riepe, and unanimously voted, to adjourn the March 11, 2026 Special Session. The time was 1:12 p.m.

Yes: S. Cline

Yes: A. Lepak

Yes: F. Riepe

Yes: S. Swanger

Yes: T. Vitvitsky