



Town of Reading Meeting Posting with Agenda

2018-07-16 LAG

Board - Committee - Commission - Council:

Permanent Building Committee

Killam School Building Committee

Date: 2024-01-08

Time: 7:00 PM

Building: Reading Town Hall

Location: Conference Room

Address: 16 Lowell Street

Agenda:

Purpose: General Business

Meeting Called By: Jacquelyn LaVerde on behalf of Chair Carla Nazzaro

Notices and agendas are to be posted 48 hours in advance of the meetings excluding Saturdays, Sundays and Legal Holidays. Please keep in mind the Town Clerk's hours of operation and make necessary arrangements to be sure your posting is made in an adequate amount of time. A listing of topics that the chair reasonably anticipates will be discussed at the meeting must be on the agenda.

All Meeting Postings must be submitted in typed format; handwritten notices will not be accepted.

Topics of Discussion:

This meeting will be held in-person in the Conference Room of Town Hall, and remotely via Zoom.

Join Zoom Meeting

<https://us06web.zoom.us/j/89898697857>

Meeting ID: 898 9869 7857

One tap mobile

+16465588656,,89898697857# US (New York)

+16465189805,,89898697857# US (New York)

Dial by your location

• +1 646 558 8656 US (New York)

• +1 646 518 9805 US (New York)

Find your local number: <https://us06web.zoom.us/u/khm9Epnkl>

AGENDA:

- KSBC Member Reports
- LBA Amendments 1 through 5
 - Amendment 1: Land Surveying
 - Amendment 2: Traffic Engineering and Consulting Services
 - Amendment 3: Hazardous Materials Consulting
 - Amendment 4: Phase I ESA and Soil Sampling
 - Amendment 5: Geotechnical Services
- LBA: Designer Update
- Discuss and Assign Members to Working Groups
 - Educational Leadership Team
 - Sustainability
 - Communications
- Approval of Prior Meeting Minutes
- Future Agenda Items and Next Meeting Dates

This Agenda has been prepared in advance and represents a listing of topics that the chair reasonably anticipates will be discussed at the meeting. However the agenda does not necessarily include all matters which may be taken up at this meeting.

LAVALLEE | BRENSINGER ARCHITECTS

December 20, 2023

Mr. Fidel A. Maltez
Town Manager
Town of Reading, MA
16 Lowell St.
Swampscott, MA 01867
E-Mail: fmaltez@ci.reading.ma.us

Re: Killam Elementary School
Owner-Architect Contract Amendment No. 1

Dear Fidel,

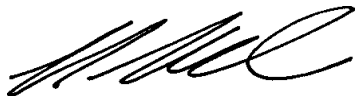
Please find attached Amendment No. 1 to the Owner-Architect Contract. This Amendment includes Additional Services for:

- Land Surveying – \$24,000.00
- Administrative 10% Markup – \$2,400.00

The total value of this contract amendment is \$26,400.00

Please refer to the attachments for additional information.

Sincerely,



Leigh S. Sherwood, AIA, LEED AP, NCARB

Principal

Attachments:

- Attachment F – Contract for Designer Services Amendment No. 1
- Consultant Proposal – Samiotes Consultants Proposal #53086.01 dated 12-01-23

Cc:
Michael Carroll, Colliers Project Leaders
File

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 1

WHEREAS, the Town of Reading (“Owner”) and Lavallee Brensinger Architects (the “Designer”) (collectively, the “Parties”) entered into a Contract for Designer Services for the Killam Elementary School Project at the Killam Elementary School on the 12th day of December in the year Two-Thousand Twenty-three (“Contract”); and

WHEREAS, effective as of December 14, 2023, the Parties wish to amend the Contract:

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes the Designer to perform services for the Design Development Phase, the Construction Phases, and the Final Completion Phase of the Project, pursuant to the terms and conditions set forth in the Contract, as amended.
2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services:	Original Contract	After this Amendment 1
Feasibility Study Phase	<u>\$ 400,000.00</u>	<u>\$ 400,000.00</u>
Schematic Design Phase	<u>\$ 450,000.00</u>	<u>\$ 450,000.00</u>
Design Development Phase	<u>\$</u>	<u>\$</u>
Construction Document Phase	<u>\$</u>	<u>\$</u>
Bidding Phase	<u>\$</u>	<u>\$</u>
Construction Phase	<u>\$</u>	<u>\$</u>
Completion Phase	<u>\$</u>	<u>\$</u>
Extra Services Over the Basic	<u>\$</u>	<u>\$ 26,400.00</u>
Total Fee	<u>\$ 850,000.00</u>	<u>\$ 876,400.00</u>

This Amendment is a result of: Additional Service – Land Surveying

3. The Construction Budget shall be as follows:

Original Budget: \$ TBD _____

Amended Budget \$ TBD _____

4. The Project Schedule shall be as follows:

Original Schedule: \$ TBD _____

Amended Schedule \$ TBD _____

5. This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

OWNER

Fidel Maltez

(print name)
Town Manager

DocuSign Envelope ID: 48E656A9B47FAC5...
By Fidel Maltez

Date 12/23/2023

DESIGNER

Chris Drobot, AIA

(print name)
President

By Chris Drobot
(signature)

Date 12/14/2023

December 1, 2023



Lavallee | Brensinger Architects
Attn: Jenni Katajamaki, RA, LEED AP, MCPPO
Senior Project Manager
99 Bedford Street, Suite 501
Boston, MA 02111

RE: J. Warren Killam Elementary School – Reading (Survey)

SCI# 53086.01

Dear Jenni:

Samiotes Consultants, Inc. (Samiotes) is pleased to present this proposal for land surveying services for the J. Warren Killam Elementary School located at 333 Charles Street, Reading, Massachusetts. Our proposal is as follows:

I – SCOPE OF WORK / TASKS

- A. **Existing Conditions Survey & Plan:** Samiotes will conduct an existing conditions survey including topography, property line, and utility research and compilation for the above-referenced site, limited as shown on the survey limits sketch, unless listed otherwise in the Survey Schedule. Existing underground utilities will be shown at a Quality Level C of the Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data (38-02) by the American Society of Civil Engineers. Please note that the setting of markers at lot corners is not considered a part of this service.

II – FEE FOR SERVICES (*Invoice Tasks in Italics*)

- A. **Existing Conditions Survey & Plan** (*Task 1*)
Fixed Fee – \$24,000.00
Method of Billing – Lump Sum billed monthly on a percentage of task completion basis.

EXPENSES: Reimbursable Expenses are included in the fees listed above with the exception of overnight mailings and courier services when requested by Client.

ADD ALTERNATES (Fees may be refined as Scope is better defined)

- A. **Test Pit Location Survey:** Samiotes will field locate test pits and borings placed by Geotech and Others and will plot the locations to the survey plans previously completed by Samiotes.
Approximate Fee: \$3,000.00 - \$3,500.00

III – ADDITIONAL SERVICES

Additional Services are those services not listed above. This document includes an effort for industry standard plan production, team coordination, and permitting, for the proposed project. The document does not anticipate unknown circumstances, extraordinarily lengthy and/ or complicated municipal reviews, subjective comments by outside consultants or other jurisdictional requirements or site related issues not disclosed or evident at the time this document was written. If necessary, Additional Services will be performed upon receipt of authorization to proceed and may include, but are not limited to, the following:

Samiotes Consultants, Inc.
Civil Engineers + Land Surveyors

20 A Street
Framingham, MA 01701-4102

T 508.877.6688
F 508.877.8349

www.samiotes.com

- A. This contract assumes reasonable recoverability and congruity between field and record monumentation. Additional work due to an unanticipated degree of difficulty encountered in performing said services, errors/omissions in record plans, lost or disturbed monumentation, vague deeds, delay created within or by approving agencies, or unforeseen circumstances not covered by this document will be billed in accordance with our hourly rates.
- B. Additional fieldwork and/or calculations due to unanticipated site constraints will be billed in accordance with our hourly rates.
- C. Additional Survey Plans required for any proposed improvements to the property (e.g., Consolidation Plan, Certified Plot Plan, ALTA/NSPS Land Title Plan, Subdivision Plan, Easement Plans, As-Built Plan, etc.).
- D. In the event of any legal action (excluding non-payment of outstanding balances) associated with the specific project, Samiotes will be reimbursed in accordance with our hourly rates for any efforts involved in preparing for and/or appearing at any court proceedings.
- E. Police Details, if required.
- F. Courtyard Topographic Survey.
- G. Right-of-Way Topographic Survey.

IV – CLIENT RESPONSIBILITIES

The following are the responsibilities of the Client:

- A. Provide a copy of the current locus deed and mortgage survey plan (if available).
- B. Provide safe access and working conditions for Samiotes employees.
- C. Provide access and permission to enter the property and, if available, a place to park a company vehicle.
- D. Provide copies (and/or AutoCAD drawing files if available) of plans including Permit Plans, Existing Conditions Plans, ALTA/NSPS Land Title Plans, etc. that may facilitate the most efficient performance of our work.
- E. Provide all documents and information known to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste at, on or under the site. In addition, Client will provide reports, data, studies, plans, specifications, documents, and other information on surface and subsurface site conditions required by Samiotes for proper performance of its services. Samiotes shall be entitled to rely upon Client provided documents and information in performing the services required under this Agreement; however, Samiotes assumes no responsibility or liability for their accuracy or completeness. Client provided documents will remain the property of the Client.

V – RATE SCHEDULE

Hourly Work and Additional Services will be billed hourly at the following rates. These rates are subject to change as a result of fluctuating market conditions:

Principal/President	\$275.00 per Hour
Expert Witness	\$350.00 per Hour
Director of Engineering	\$225.00 per Hour
Senior Project Manager	\$185.00 per Hour
Director of Land Surveying	\$195.00 per Hour

Registered Professional Engineer	\$170.00 per Hour
Registered Professional Land Surveyor	\$170.00 per Hour
Survey Field Crew (3-person)	\$280.00 per Hour
Survey Field Crew (2-person)	\$185.00 per Hour
Survey Field Crew (1-person)	\$150.00 per Hour
2-Person Survey Field Crew (Construction Layout)	\$3,000.00 per Day
	\$1,800.00 per one-half Day
3-Person Survey Field Crew (Construction Layout)	\$3,750.00 per Day
	\$2,250.00 per one-half Day
Civil Project Manager	\$155.00 per Hour
Survey Project Manager	\$140.00 per Hour
Soil Evaluator	\$140.00 per Hour
3D Scan Processing	\$135.00 per Hour
Certified Arborist	\$130.00 per Hour
Project Engineer (I, II, III)	\$105.00, \$115.00, \$125.00 per Hour
Project Surveyor (I, II, III)	\$100.00, \$110.00, \$120.00 per Hour
Survey Technician	\$90.00 per Hour
Professional Staff	\$80.00 per Hour
Administrative Staff	\$75.00 per Hour
Archive Retrieval Fee (Up to 1 hour)	\$150.00 Flat Fee

AUTHORIZATION TO PROCEED: Execution of this document constitutes Authorization to Proceed. Work will not proceed until a signed copy is returned to this office.

VALIDITY: The prices quoted are valid for sixty (60) days.

COST: Rates are re-evaluated on an annual basis. Once the document is signed, the fees and terms shall remain in effect until the end of the calendar year. If the project continues beyond that time, Samiotes' hourly rates will be revised to conform to Samiotes' standard hourly rates for that calendar years. If Additional Services are contracted, the Client will be notified of the updated rate schedule.

ACCEPTANCE: This Document for Professional Consulting Services is hereby accepted and executed by a duly authorized signatory who, by execution hereof, warrants that he/she has full authority to act in the name of and on behalf of

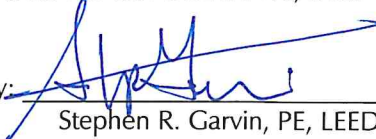
LAVALLEE | BRENSINGER ARCHITECTS

By: _____ Title: _____

Printed Name: _____ Date: _____

Agreed:

SAMIOTES CONSULTANTS, INC.

By:  _____ Title: President
Stephen R. Garvin, PE, LEED AP

By:  _____ Title: Director of Survey
Dan Fleming, PLS

Please return a copy of the executed document as Authorization to Proceed. Thank you for this request for Samiotes' services.

SURVEY SCHEDULE

Existing Conditions Survey & Plan

In accordance with 250 CMR, Section 6.0 “Land Surveying Procedures and Standards”, Paragraph 6.01 “Elements Common to all Surveys”, and Paragraph 6.02 “Surveys of Lines Affecting Property Rights”, Samiotes will:

- 1.1 Perform research at the relevant municipal, state, and county agencies to obtain record information concerning the project area.
- 1.2 Review and analyze the data obtained during the course of the research to verify consistency between deed descriptions, municipal street layouts, and plans of record. Form preliminary conclusions and plan procedure for performing field survey.
- 1.3 Reconnoiter the site to recover record monumentation and other boundary line evidence that affects the survey.
- 1.4 Reference the project horizontally to the Massachusetts State Plane Coordinate System North American Datum of 1983 and vertically to the North American Vertical Datum of 1988 by RTK GPS observations. Locate the following on-site observable surface features within the limits of the project area (Features will be selected to provide for accurate contouring at a one (1) foot contour interval):
 - Buildings, sidewalks, landscape structures and street furniture
 - Edges of pavement (bituminous, concrete, brick, paving blocks, cobblestone, etc.)
 - Pavement markings (traffic lane striping, stop lines, crosswalks, parking spaces, etc.)
 - Utility, traffic and light poles, signs and bollards
 - Utility covers, meters, control boxes and other structures
 - Catch basins, area drains, manholes and culverts
 - Walls, curbing, tree wells, traffic islands and fences
 - High and low ground points
 - Trees 4” and over in open areas only with size and type (deciduous/coniferous)
 - Outline of thickly wooded areas
 - Limits of shrubbery & other planting areas
 - Boundary line monumentation
 - Threshold or doorsill elevations at exterior entrances or exits
- 1.5 Reduce and verify field measurements taken. Compare computed field information with record data and make final determination of property lines and any easements.
- 1.6 Prepare a plan entitled “Existing Conditions Plan” showing the following information:
 - Observable site features such as those listed in section above
 - Vertical contours at a one (1) foot interval
 - Spot elevations at high/low points and in areas of little or no slope
 - Spot elevations at building corners, driveway corners, top & bottom of walls, top & bottom of curbing
 - Subsurface utilities in the abutting streets located as accurately as possible from observable surface structures and plans of record
 - Size and invert elevation of gravity flow pipes and culverts at accessible junction points
 - Elevations on pavements, manholes and catch basin rims will be shown to nearest 0.01’; spot grades on pervious surfaces to the nearest 0.1’
 - Location and elevation of established benchmarks; (A minimum of two benchmarks per site)
 - Legend of symbols and abbreviations used on the plan
 - North arrow and its basis
 - Graphic scale in feet
 - FEMA Flood Zone Designation on the latest Flood Insurance Rate Map (FIRM)
 - Boundary, right-of-way, easement lines and Lot area in square feet for the subject property
 - Location and type of permanent boundary markers found and how they relate to property line
 - Location, name, jurisdiction and layout widths of streets, ways, and easements of record
 - Dimensions (to nearest 0.1’) from building corners to property lines
 - Approximate location of building courtyards per aerial imagery.



Samiotes Consultants, Inc.
J.W. Killam Elementary School
333 Charles St, Reading
SCI#53086
Survey Limits Sketch

Legend
Area of Topo



Court Yards
Excluded
From Topo



1:1,128

20 m

42.54214, -71.09159 LAT LON

MassMapper

Certificate Of Completion

Envelope Id: 4D97DF8BFBBB4C05B042277ABE7F5E14	Status: Completed
Subject: Here is your signed document: 23-106-00 - OA Contract Amendment No. 2 12-20-23_rev1.pdf	
Source Envelope:	
Document Pages: 50	Signatures: 5
Certificate Pages: 2	Initials: 0
AutoNav: Disabled	Envelope Originator:
Enveloped Stamping: Disabled	Fidel Maltez
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	fmaltez@ci.reading.ma.us
	IP Address: 166.205.54.24

Record Tracking

Status: Original	Holder: Fidel Maltez	Location: DocuSign
12/23/2023 8:00:34 AM	fmaltez@ci.reading.ma.us	

Signer Events

Fidel Maltez
 fmaltez@ci.reading.ma.us
 Town Manager
 Town Of Reading
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 48E5EB49343F4C5...
 Signature Adoption: Pre-selected Style
 Using IP Address: 166.205.54.24

Timestamp

Sent: 12/23/2023 8:01:23 AM
 Viewed: 12/23/2023 8:01:53 AM
 Signed: 12/23/2023 8:11:56 AM
 Freeform Signing

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

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Editor Delivery Events

Status

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Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Suzanna.Yeung@collierseng.com
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 12/23/2023 8:11:59 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

mike.carroll@collierseng.com
 Security Level: Email, Account Authentication (None)

COPIED

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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

jenni.katajamaki@lbpa.com
 Security Level: Email, Account Authentication (None)

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 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Leigh.Sherwood@lbpa.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
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Fidel Maltez
fmaltez@ci.reading.ma.us
Town Manager
Town Of Reading
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Sent: 12/23/2023 8:11:58 AM
Resent: 12/23/2023 8:12:01 AM
Viewed: 12/23/2023 8:13:36 AM

Matt Kraunelis
mkraunelis@ci.reading.ma.us
Director Administrative Services
Town of Reading
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Sent: 12/23/2023 8:11:59 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	12/23/2023 8:01:53 AM
Signing Complete	Security Checked	12/23/2023 8:11:56 AM
Completed	Security Checked	12/23/2023 8:11:59 AM

Payment Events	Status	Timestamps
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LAVALLEE | BRENSINGER ARCHITECTS

December 20, 2023

Mr. Fidel A. Maltez
Town Manager
Town of Reading, MA
16 Lowell St.
Swampscott, MA 01867
E-Mail: fmaltez@ci.reading.ma.us

Re: Killam Elementary School
Owner-Architect Contract Amendment No. 2

Dear Fidel,

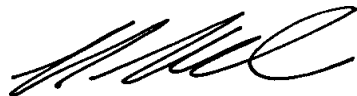
Please find attached Amendment No. 2 to the Owner-Architect Contract. This Amendment includes Additional Services for:

- Traffic Engineering and Consulting Services – \$109,500.00
- Administrative 10% Markup – \$10,950.00

The total value of this contract amendment is \$120,450.00

Please refer to the attachments for additional information.

Sincerely,



Leigh S. Sherwood, AIA, LEED AP, NCARB

Principal

Attachments:

- Attachment F – Contract for Designer Services Amendment No. 2
- Consultant Proposal – Greenman-Pedersen, Inc. Proposal # NEX-2300326.00 dated 12-11-23

Cc:
Michael Carroll, Colliers Project Leaders
File

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 2

WHEREAS, the Town of Reading (“Owner”) and Lavallee Brensinger Architects (the “Designer”) (collectively, the “Parties”) entered into a Contract for Designer Services for the Killam Elementary School Project at the Killam Elementary School on the 12th day of December in the year Two-Thousand Twenty-three (“Contract”); and

WHEREAS, effective as of December 14, 2023, the Parties wish to amend the Contract:

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes the Designer to perform services for the Design Development Phase, the Construction Phases, and the Final Completion Phase of the Project, pursuant to the terms and conditions set forth in the Contract, as amended.
2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services:	Original Contract Including Amd 1	After this Amendment 2
Feasibility Study Phase	<u>\$ 400,000.00</u>	<u>\$ 400,000.00</u>
Schematic Design Phase	<u>\$ 450,000.00</u>	<u>\$ 450,000.00</u>
Design Development Phase	<u>\$</u>	<u>\$</u>
Construction Document Phase	<u>\$</u>	<u>\$</u>
Bidding Phase	<u>\$</u>	<u>\$</u>
Construction Phase	<u>\$</u>	<u>\$</u>
Completion Phase	<u>\$</u>	<u>\$</u>
Extra Services Over the Basic	<u>\$ 26,400.00</u>	<u>\$ 146,850.00</u>
Total Fee	<u>\$ 867,400.00</u>	<u>\$ 996,850.00</u>

This Amendment is a result of: Additional Service – Traffic Engineering and Consulting Services

3. The Construction Budget shall be as follows:

Original Budget: \$ TBD _____

Amended Budget \$ TBD _____

4. The Project Schedule shall be as follows:

Original Schedule: \$ TBD _____

Amended Schedule \$ TBD _____

5. This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

OWNER

Fidel Maltez

Town Manager (print name)

By Document ID: 48E5833064C5... Fidel Maltez

Date 12/23/2023

DESIGNER

Chris Drobat, AIA

President (print name)

By (print title) (signature)

Date 12/14/2023

Authorization for Professional Services

Project: Killam Elementary School – Reading, MA **Date:** December 11, 2023
Client: Lavallee Brensinger Architects **GPI Project No.:** NEX-2300326.00
Contact: Ms. Jenni Katajamaki, RA, LEED AP, **From:** Ms. Rebecca L. Brown, P.E.
MCPPO – Senior Project Manager
99 Bedford Street, Suite 501 **Senior Project Manager**
Boston, MA 02111
Jenni.katajamaki@lbpa.com /
(617) 398-2046 **No. of Pages:** 11

Greenman-Pedersen, Inc. (GPI) is pleased to provide this proposal for transportation engineering and consulting services related to a Feasibility Study and Schematic Design Phase for the J. Warren Killam Elementary School (Killam School) in Reading, Massachusetts. The Feasibility Study will include the development and evaluation of potential alternative solutions, which may include a renovation to the existing school, a renovation and addition to the existing school, and/or construction of a new school. The site for construction will be the existing school location and no alternative sites will be considered as part of the Feasibility Study. In addition, no other enrollment options will be reviewed as part of the Feasibility Study, with the exception of the potential to add Pre-Kindergarten students to the subject school. After completion of the Feasibility Study, and if the School District's preferred option is determined to be new construction, the Project may advance through the Massachusetts School Building Authority (MSBA) Model School Program through Schematic Design Phase.

The Killam School is currently a single-story, 58,000 square foot (SF) building with 57 parking spaces and a non-regulation softball field, as well as general play areas and two modular classrooms. The school is located within a residential neighborhood and is bordered by single-family homes on two sides. Access to the school is provided via an entrance-only driveway on Charles Street approximately 90 feet north of Boswell Road and egress is provided via an exit-only driveway on Charles Street approximately 140 feet south of Dana Road. A gated emergency vehicle access driveway, which also provides pedestrian access to the school, is provided on Haverhill Street approximately 225 feet north of Symonds Way. In the 2019-2020 school year, the Killam School had an enrollment of 426 students in grades K-5 and one Pre-K classroom with 15 students. Due accommodate future growth in the school district, a renovation or expansion of the existing school or construction of a new school is proposed, which will house up to 455 students in grades K-5. The school may also provide Pre-K classrooms, depending on the results of the Feasibility Study and the selected preferred alternative.

For the purpose of this Contract, Lavallee Brensinger Architects ("the CLIENT") will take the lead as the Project Designer (PD) on all deliverables for the Feasibility Study and Schematic Design phases of the project. GPI will coordinate its efforts with the CLIENT and the design team throughout project development and design.

GPI will provide the following services:

A. SCOPE OF WORK

Task 00001 Feasibility Study

a) Preliminary Design Program

Specific tasks in the preparation of the *Preliminary Design Program (PDP)* include the following:

- i. Observe morning arrival and afternoon dismissal procedures at the existing Killam School to identify existing traffic operations and safety issues, pedestrian and bicycle travel routes and activity, parent drop-off and pick-up procedures, bus drop-off and pick-up procedures.

- ii. Conduct a field visit to identify existing deficiencies in the existing transportation network surrounding the existing school, including, but not limited to: gaps in the pedestrian network, gaps in bicycle infrastructure, poor sight lines, missing or damaged signage and pavement markings, safety concerns. It is assumed that this field visit will occur between observations of the morning arrival and afternoon dismissal periods.
- iii. Review the existing site layout for any deficiencies or restrictions related to site access and circulation, parking and paving, and emergency vehicle access to identify the Site Development Requirements identified in Section 3.1.5 of Module 3 – Feasibility Study.
- iv. Review the School District's current transportation policies to assess what impact these may have on the transportation needs for the proposed school, including walking/biking, parent pick-up/drop-off, busing, etc. Identify whether any current policies should be reviewed or modified to reduce traffic impacts to the adjacent roadway network, reduce parking demand, and/or reduce drop-off/pick-up queues.
- v. Estimate the potential increase in pedestrian, bicycle, passenger vehicle, and bus trips to/from the school to be generated by up to three (3) enrollment alternatives based on existing and future enrollment, existing and future staffing projections, Institute of Transportation Engineers (ITE) trip generation rates for similar elementary schools, potential mode share based on GIS mapping of current student addresses and transportation policies on walking, bicycling, busing distances from the school.
- vi. Estimate the potential parking demand to be generated by up to three (3) enrollment alternatives for the proposed school.
- vii. Estimate the drop-off/pick-up queuing demand to be generated by up to three (3) enrollment alternatives for the proposed school.
- viii. Identify potential on- and off-site transportation improvements that may be required to accommodate the proposed school for each of the three (3) alternatives.
- ix. Prepare preliminary construction cost estimates for the off-site transportation improvements that may be required to accommodate the proposed school for each of the three (3) alternatives, including improvements at the site driveway intersections with Charles Street and Haverhill Street. It is assumed that the SITE ENGINEER or another member of the design team will estimate the costs associated with any on-site features, including parking lots, drive-aisles, loading areas, etc. GPI will coordinate with the design team to identify the on-site transportation-related needs to be incorporated into the development plans.
- x. Prepare a matrix and narrative summarizing the restrictions and needs associated with each of the three (3) alternatives, including parking demand, trip generation, busing needs, parent queuing needs, off-site roadway improvements, and preliminary estimated construction costs associated with improvements. This matrix and narrative will be provided to the Client for inclusion within the *Preliminary Design Program (PDP)* document for submission to the School Building Committee (SBC).
- xi. Following a meeting with the SBC to review the findings of the PDP, GPI will address comments arising from the SBC and public, and provide an updated matrix and narrative for inclusion in the final PDP for submission to the MSBA.

b) Preferred Schematic Report

Specific tasks in the preparation of the *Preferred Schematic Report (PSR)* include the following:

- i. Update the projections included in the PDP for parking demand, trip generation, mode share, parent drop-off/pick-up queues, busing needs, bus queue storage, as needed to address any changes to the preferred solution since completion of the PDP.
- ii. Review the sustainability scorecard requirements to identify whether the preferred solution may be eligible to receive points for any transportation-related credits, including reduced parking, pedestrian and bicycle accommodations, etc.

- iii. Provide direction to the SITE ENGINEER and design team on the layout of site access and circulation, parking and paving, emergency vehicle access, parent pick-up/drop-off, and bus loading areas for the preferred solution. It is assumed that the SITE ENGINEER will be responsible for the preparation of the plans, and GPI will provide input on required number of parking spaces of varying types, parent queue storage, bus queue storage, etc. and will review the plans for adequate access and circulation for all vehicle types.
- iv. Prepare a sketch-level graphic depicting the off-site transportation improvements necessary to accommodate the preferred solution, including, but not limited to, pedestrian and bicycle enhancements, safety improvements, geometric modifications to intersections and roadway, and modifications to traffic control such as installation of new signage or signal equipment.
- v. Prepare updated preliminary construction cost estimates associated with the off-site transportation improvements anticipated to be required to accommodate the preferred solution.
- vi. Provide a summary of any potential permitting required related to the off-site transportation improvements required for the preferred schematic, including a summary of permitting documents and schedules.
- vii. Provide guidance to the PD on anticipated schedule for Schematic Design, Design Development, 60% Construction Documents, 90% Construction Documents, Project Bidding, Construction Start and End relative to the transportation-related elements of the project.
- viii. Provide narrative and graphics to demonstrate the transportation limitations, challenges, and improvements required to accommodate the preferred solution to be incorporated into the *Preferred Schematic Report (PSR)* for submission to the SBC for review.
- ix. Following review of the PSR by the SBC, GPI will address any comments related to the transportation elements of the PSR and provide updated sections for inclusion in the final PSR for submission to the MSBA.

Task 00002 Schematic Design

a) Traffic Impact and Access Study

GPI will prepare a *Traffic Impact and Access Study (TIAS)* for inclusion in the Schematic Design Submittal. Specific tasks in the preparation of the TIAS include the following:

- x. Identify and review previous studies of the area, including studies by other consultants, the state, regional planning agencies, and the local community, as well as any past GPI efforts.
- xi. Gather physical and operating information for area roadways and intersections including:
 - Traffic volumes
 - Roadway geometrics
 - Traffic operating parameters
- xii. Collect turning movement counts (TMCs), including all vehicular, pedestrian, and bicycle traffic, during the weekday morning (7:00 AM – 9:00 AM) and weekday afternoon (2:00 PM – 4:00 PM) peak periods at the following intersections:
 - Charles Street / Haverhill Street Triangle [3 intersections]
 - Charles Street / Dana Road
 - Charles Street / Killam School Exit Driveway
 - Charles Street / Killam School Entrance Driveway / Boswell Road
 - Charles Street / Wakefield Street
 - Charles Street / Timberneck Drive
 - Haverhill Street / Wakefield Street
 - Haverhill Street / Timberneck Drive

- xiii. Obtain available Automatic Traffic Recorder (ATR) counts, including speed data, along Charles Street and Haverhill Street adjacent to the site over a 48-hour period.
- Should additional study area intersections and/or time periods be requested during the permitting process, GPI will prepare a Contract Amendment that contains the Scope of Services, fee, and schedule required to complete the additional services.*
- xiv. Review historical traffic data for any seasonal adjustments and growth rates to be made to the available traffic-count data and develop existing conditions traffic-flow networks for annual average-month traffic-flow conditions.
- xv. Review and analyze collision records from the files of MassDOT and/or the Reading Police Department for the latest complete five years of available data for the study area intersections.
- xvi. Evaluate available sight distance and compare to the requirements at the proposed site driveway locations. Sight lines will be evaluated based on schematic design plans depicting locations of the proposed site driveways.
- xvii. Estimate future No-Build traffic volumes from historical traffic data and from recently approved or proposed projects, if available. Increases in background traffic growth will then be established and applied to the existing traffic-flow networks to develop base, future year No-Build analysis networks. A seven-year design horizon will be used consistent with state guidelines for traffic impact studies.
- xviii. Estimate the traffic to be generated by the proposed project and add to the No-Build conditions to develop the Build condition traffic-volume networks for each analysis period. Traffic estimates for the proposed development will be based on Institute of Transportation Engineers (ITE) trip-generation rates, enrollment projections, and staffing projections, as well as transportation policies on busing, parent drop-off/pick-up, walking and bicycling to/from school.
- xix. Conduct capacity and queue analyses under the analysis conditions, as applicable, at the study area intersections. The following analysis conditions will be examined:
- 2024 Existing conditions
 - 2031 No-Build conditions without the proposed development
 - 2031 Build conditions without traffic mitigation measures
 - 2031 Build conditions with traffic mitigation measures, if necessary
- xx. Prepare a graphic and narrative description of the proposed access/egress and site circulation patterns for the proposed school layout.
- xxi. Estimate the potential parking demand to be generated by the proposed school and provide an assessment of the adequacy of the proposed parking supply to accommodate the anticipated parking demand.
- xxii. Estimate potential peak parent drop-off and pick-up queues and assess the adequacy of the available queue storage areas to accommodate the anticipated queues.
- xxiii. Conduct left-turn and right-turn lane warrant analyses at the site driveway locations on Charles Street and/or Haverhill Street.
- xxiv. Evaluate and identify possible mitigating measures to minimize the impact of site traffic on study area locations. Traffic mitigation may include, but is not limited to, the following measures: roadway widening; traffic signal modifications (timing, phasing, coordination, equipment, etc.); signing; pavement markings; sidewalk and crosswalk construction/upgrade; bicycle facilities; streetscape improvements; sight distance improvements.
- xxv. Prepare a draft Technical Memorandum summarizing the results of the analysis for CLIENT review and comment.

- xxvi. Prepare a final Technical Memorandum, upon CLIENT review and approval of the draft, which incorporates pertinent comments for inclusion in the Schematic Design Submittal.

b) On-Site Schematic Design Layout

It is assumed that the SITE ENGINEER will prepare the plans for the on-site layout of the school, including all driveways, drive aisles, parking fields, loading zones, etc. However, GPI will provide guidance to the SITE ENGINEER and design team throughout the schematic design process on appropriate site circulation, queue storage needs, parking demands, pedestrian and bicycle infrastructure and circulation, emergency vehicle access, signage, pavement markings, etc.

c) Off-Site Conceptual Improvement Plans

GPI will prepare conceptual level plans to depict the off-site transportation improvements necessary to accommodate the proposed school. The CLIENT will provide all available CAD files and aerial images necessary to prepare the Conceptual Improvement Plans. It is unknown at this time whether off-site roadway improvements will be required at locations beyond the site driveways. Therefore, for the purposes of this Contract Agreement, GPI has assumed that conceptual improvement plans will be prepared for improvements at any proposed site driveways along Charles Street and Haverhill Street, as well as at up to three (3) additional study area intersections. Improvements are likely to include additional turning lanes, pedestrian and bicycle accommodations, safety enhancements, signage and pavement marking upgrades, geometric modifications, and installation of signalized or high-visibility pedestrian crossings.

Should additional conceptual improvement plans be required as the project proceeds through the MSBA process, GPI will prepare a Contract Amendment that contains the Scope of Services, fee, and schedule required to complete the additional services.

d) Preliminary Construction Cost Estimates

GPI will prepare preliminary construction cost estimates for the off-site roadway improvements depicted in the Off-Site Conceptual Improvement Plans. It is assumed that the SITE ENGINEER will prepare all cost and quantities estimates related to the on-site schematic design.

Task 00003 Meetings

Meetings with the development team and local officials, as well as public presentations and assistance in technical or procedural aspects of the project, may be required as the project proceeds. Services for meetings include preparation, travel, attendance, supporting graphics (when required), and documentation in the form of meeting notes (when requested). Such services will be provided at the request of the CLIENT.

This project will also require coordination with other consultants and professionals throughout the design process. These consultants include, but are not limited to, the Owner (the Town of Reading), the surveyor of record, the site engineer, the wetlands consultant, and the lighting consultant. GPI will participate in discussions with and coordinate the exchange of plans and information as required. This will also include conference calls with team members as required.

An initial upset limit is included in this Contract Agreement for the following services:

- Preparation of presentation materials and attendance at one (1) community outreach meeting during the Feasibility Study phases, following completion of the *Traffic Impact and Access Study* [12 hours];
- Preparation of presentation materials and attendance at two (2) School Board Committee (SBC) meetings; one during each of the Feasibility Study and Schematic Design phases [24 hours];
- Preparation of presentation and attendance at two (2) Facilities Assessment Subcommittee (FAS) meeting; one during each of the Feasibility Study and Schematic Design phases [12 hours]; and
- Participation in project team conference calls and coordination, as required or requested by the CLIENT [20 hours].

Meetings will be billed on a time and materials basis at GPI's rates in effect at the time the work is performed (see *Contract Terms and Conditions – GPI Fee Schedule* for current standard rates). Should additional services be needed and requested by the CLIENT beyond the initial upset limit, including responses to comments that may arise as part of the review process, GPI will prepare a Contract Amendment that contains the scope of services, fee, and schedule required to complete the additional services.

B. COMPENSATION:

Based upon the above Services and the enclosed Terms and Conditions, the following table summarizes the costs and payment method of the tasks described in this Contract. Our estimated not-to-exceed fee to complete these services will be **One Hundred and Nine-Thousand-Five-Hundred Dollars (\$109,500) including reimbursable expenses**. We will not exceed this estimate without prior written approval by the CLIENT. For your information, this budget is proportioned below for each sub-task.

Tasks	Not to Exceed Fee	Payment Method
00001 Feasibility Study	\$29,800	Lump Sum
a) Preliminary Design Program (PDP)	\$15,700	
b) Preferred Schematic Report (PSR)	\$14,100	
00002 Schematic Design	\$66,300	Lump Sum
a) Traffic Impact and Access Study	\$29,100	
b) On-Site Schematic Design Layout	\$4,700	
c) Off-Site Conceptual Improvement Plans	\$28,900	
d) Preliminary Construction Cost Estimates	\$3,600	
00003 Meetings	\$13,400	Hourly
a) Community Meetings	\$2,400	
b) School Board Committee Meetings	\$4,700	
c) Facilities Assessment Subcommittee	\$2,400	
d) Project Team Meetings & Coordination	\$3,900	
TOTAL	\$109,500	

Reimbursable expenses are included in the fees noted above.

We trust this agreement meets your needs. Please indicate your acceptance by signing below and returning a copy of this Agreement. Work will proceed only after the receipt of the signed agreement. This Contract is deemed withdrawn by GPI if not accepted by the Client signing and returning a fully executed copy of this Contract within ten (10) days of the date written above. Through its signature, the Client declares that it understands and agrees to the enclosed Terms and Conditions and Fee Schedule and has had an opportunity to discuss with GPI any details that are unclear.

For purposes of this Agreement only, electronic signatures shall be considered an original signature and shall have the same force and effect as an original signature.

Agreed Hereto:

For Greenman-Pedersen, Inc.:

For Client:



December 11, 2023

Name: Heather Monticup
Title: Vice President
Director of Land Development

Date

Accepted by an Authorized Agent, Date
Principal or Owner

Printed Name and Title

CONTRACT TERMS AND CONDITIONS

1. Time for Acceptance: This agreement is void if not signed and returned to GPI within 90 days of the date of the agreement.
2. Time for Rendering Services: GPI will perform the services described in these documents (“the Services”) following a mutually agreeable schedule consistent with sound professional practices. GPI agrees to use reasonable efforts to commence the Services on the date specific in the Agreement or contained in the agreed upon schedule and shall proceed with reasonable diligence to complete the Services. Should GPI be delayed in the completion of the Services due to causes beyond GPI’s control or other excused delays, then GPI shall be awarded additional time to perform such Services and the price stated in the Agreement shall be equitably adjusted for any additional costs incurred by GPI due to such delay.
3. Information Provided: Before GPI commences the Services, the Client shall provide GPI, in writing all necessary information to permit its proper performance of the Services. GPI shall be under no duty or obligation to verify the completeness or accuracy of the information provided by the Client and shall be entitled to fully rely thereon. GPI shall have no obligation to perform any Services until all necessary information has been provided in writing by the Client. GPI shall not be responsible for any locations, dimensions, depths, elevations, or similar metrics that are provided by the Client in error.
4. Additional Services: Services not expressly included in these documents are defined as additional services and will not be performed until approved and authorized in writing by the Client.
5. Contract Amendments: If Client wishes to change the scope of performance of the Services, Client must submit written details of the requested change to GPI. GPI shall, within a reasonable amount of time after such request, provide a written estimate to Client of (a) the likely time required to implement the change, (b) any necessary variations to the fees and other charges for the Services arising from the change, and (c) any other impact the change might have on the Agreement. Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a “Contract Amendment”). Neither party shall be bound by any Contract Amendment unless mutually agreed upon in writing.
6. Hourly Billing Rate Schedule (Not applicable to Lump Sum Fees): Services provided on an hourly basis will be invoiced at GPI’s hourly billing rates effective at the time of service. Hourly billing rate changes occurring during the contract period will be applicable as of the effective date of rate change. A copy of the current billing rates will be made available to the Client throughout the duration of the contract, upon the Client’s request.
7. Payment for Services: Services will be invoiced monthly based on work accomplished as estimated by GPI. Payment for Services rendered is due upon receipt of GPI’s invoice. Invoice payments not received within 30 days from the date of the invoice are past due and subject to a service charge equal to 1.5% per month (18% per annum). If payment is not received within 60 days of invoice, GPI has the unilateral right to discontinue work on the project and terminate this Agreement with no legal recourse by the Client. The Client will be liable for all costs of collection, including, but not limited to, court costs, filing fees, service fees, reasonable attorneys’ fees, and staff time at our hourly billing rates should a default in payment occur.
8. Reimbursable Expenses: Reimbursable expenses will be billed to the Client with proper detail and backup, in accordance with the terms contained in the GPI Fee Schedule. Reimbursable expenses incurred in conjunction with the performance of the work as described shall include, but are not limited to, data collection, travel, reproduction, telephone, materials and supplies, shipping, delivery, and postage.
9. Permits and Licenses: Client shall timely, so as to not delay the Services, secure and pay for all easements, permits, and licenses required by law, and shall give all notices required thereunder.
10. Standard of Practice and Care: Services performed by GPI will be consistent with the level of care and skill ordinarily exercised by members of this profession currently practicing in the same locality and under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement or any report, opinion, document, or otherwise.

11. Site Access: Client will provide the necessary access and right of entry for GPI to enter and inspect all locations of the Project Site and all offsite locations as necessary in order to allow GPI to perform its Services. GPI is not obligated to provide scaffolding or personnel hoists in order to perform the Services.
12. Limitation of Liability: NEITHER PARTY WILL BE LIABLE TO EACH OTHER FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, LIQUIDATED, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER. IN NO EVENT SHALL GPI'S AGGREGATE LIABILITY TO CLIENT EXCEED THE AMOUNT OF AVAILABLE INSURANCE OR GPI'S FEES TO THE SERVICES PERFORMED HEREUNDER, WHICHEVER IS LESS.
13. Interpretation of Building Codes: GPI endeavors to produce documents in accordance with applicable codes and ordinances. It is understood and agreed, however, that code compliance issues are open to subjective interpretation by code enforcement agencies. GPI will not have the responsibility or liability for adverse code rulings where such rulings are due to subjective or unpredictable interpretation or application by code enforcement agencies or officials. GPI will advise the client of such rulings should they occur during the project design or construction phases. Additional engineering design associated with such rulings will be considered additional services and are subject to additional fees. See "Additional Services" No. 4 in this document.
14. Field Observation Services: Field observation services performed by GPI pursuant to this Contract, whether performed prior to, during, or after completion of construction, are performed solely for the purpose of determining general conformity of work with the contract plans and specifications. Nothing contained herein shall create or be deemed to create any duty or authority upon GPI or its Engineers to direct, supervise, or control the work (including safety procedures), of other contractors, subcontractors, consultants, or their respective employees or by any other person at the project site (collectively "Client's Contractors"). The Services do not include any form of guarantee or insurance with respect to the performance of Client's Contractors. GPI does not assume responsibility for the means, methods, sequences, and techniques employed by the Client's Contractors in their work. GPI is only responsible for the health and safety of its own employees.
15. Existing Systems: The project design may require that GPI determine existing conditions. GPI will review documents provided by the Client and make visual observations at the site to determine these conditions. Through subsequent detailed site investigations or construction operations, existing conditions may be found to vary from these findings. Such variances may necessitate Scope of Services and fee revisions. The Client hereby agrees that GPI will be compensated for additional design services and will not be held responsible for additional construction costs or damages arising from such variances.
16. Ownership of Documents: All documents created, prepared, or furnished by GPI pursuant to the Agreement, including plans, drawings, specifications, construction documents, displays, graphic art, photographs, and other images and devices of any medium, including electronic data or files (collectively "Design Materials"), are instruments of GPI, and GPI shall retain an ownership and property interest therein, including copyrights. Upon payment in accordance with the Agreement, GPI grants Client a perpetual, non-exclusive, royalty-free license to use the Design Materials for the sole purpose of use at the Project. Reuse or modification of any such documents by Owner, without GPI's express written consent, shall be at Client's own risk, and Client agrees to defend, indemnify, and hold GPI harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such reuse or modification by Client or by others acting through Client. Client agrees that it shall not use the Design Materials or the name of GPI or its insignia or seal in any manner without GPI's express written consent.
17. Project Suspension or Termination: If the project is suspended for more than 90 days, abandoned in part, or terminated, the Client will pay GPI for services performed and reimbursable expenses incurred up to and including the effective date of such suspension, abandonment or termination, and all termination expenses. The contract fee will require renegotiations should the project be restarted.
18. Severability: If any of the provisions herein shall be invalid or unenforceable under applicable law, such invalidity or unenforceability shall not invalidate or render these Terms and Conditions unenforceable, which shall be construed as if not containing the particular invalid or unenforceable provision, provided that the intent of the parties can be achieved in all material respects.
19. Governing Law: This Agreement shall be construed and governed in accordance with the laws in the state in which the Project is located.

20. Merger and Counterparts: This Agreement may be executed in counterparts and exchanged by facsimile, email or pdf, each of which shall be deemed an original and all of which, when taken together, constitute one and the same documents. This Agreement contains the complete, full, and exclusive understanding of the parties and shall supersede any prior agreement between the parties.
21. Claims and Disputes: Owner and Consultant shall endeavor to resolve claims, disputes, and other matters in question between them in good faith and in an efficient business-like manner. The Consultant shall continue providing Services during such time as the dispute exists, provided that Owner continues to pay all amounts that are not in dispute and such dispute does not continue in excess of ninety (90) consecutive days.

If the parties do not resolve a dispute through good faith negotiations, the Parties shall first endeavor to resolve the dispute by mediation, which shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

If the Parties are unable to resolve the matter following mediation, then the method of binding dispute resolution shall be as follows:

Arbitration – Either Party may submit any unresolved claim or dispute to binding arbitration in accordance with the Construction Industry Arbitration Rules of AAA and shall be conducted by a single Arbitrator mutually acceptable to both Parties. If the Parties cannot agree on the arbitrator, then the arbitrator shall be selected by the President of the American Arbitration Association. Arbitration shall be held and conducted in the state where the project is located unless the Parties agree otherwise. The filing fee and arbitrator's fees shall be shared equally by the Parties.

22. Insurance: GPI will maintain the following insurance for the duration of the project:

- 22.1 Commercial General Liability – Bodily Injury/Property Damage - \$2,000,000 each occurrence and \$4,000,000 in the aggregate.
- 22.2 Worker's Compensation – as per Statute. Premiums for additional insurance coverage required for work on or over the water will be charged to the project and are subject to reimbursement.
- 22.3 Automobile Liability – in the amount of \$1,000,000 each accident covering owned, non-owned, and hired vehicles.
- 22.4 Excess/Umbrella – in the amount of \$5,000,000.
- 22.5 Professional Liability – in the amount of \$1,000,000 each claim/ \$2,000,000 in the aggregate.
- 22.6 GPI will furnish to Client Certificates of Insurance upon request, naming Client as an additional insured on the General Liability policy.

23. Contractor's Responsibilities: GPI has no control over, charge of, or responsibility for construction. Client shall retain a qualified contractor, licensed in the jurisdiction of the project ("Contractor"), to implement the construction of the project ("Work"). The Contractor shall coordinate, supervise, and direct all aspects of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, safety, and security. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless Client, GPI, GPI's subconsultants, and their respective directors, officers, employees, and agents or any of them from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or in connection with the Contractor's Work. Contractor shall provide insurance and shall name Client, GPI, and GPI's subconsultants as additional insured on Contractor's Commercial General Liability Insurance policies.

24. Indemnification:

- 24.1 GPI, subject to the limitation in Section 12 herein, agrees to hold the Client harmless from and against all claims arising out of the negligent professional acts, errors, and omissions of GPI in connection with the performance of the Services described in this Agreement.
- 24.2 GPI shall not be responsible for the acts or omissions of the Client, Contractor or any third parties in connection with or arising out of the project. Client hereby holds harmless and indemnifies GPI against all claims, damages, costs, suits, expenses, and attorney's fees which may be incurred by GPI that arise out of

the foregoing. Expenses shall include, but not be limited to time charges by GPI's employees at GPI's then standard hourly fees.

- 24.3 Client shall make no claim for professional negligent acts, errors, omissions, and/or alleged breach of contract either directly or in a third-party claim, against GPI unless the Client has first provided GPI with a written certification executed by an independent design professional practicing in the same discipline as GPI and licensed in the state in which the project for which GPI's services were rendered is located. This certification shall: a) identify the name and license of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for certifier's opinion that each such act or omission constitutes a violation. This certificate shall be provided to GPI not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any legal proceeding.
25. Force Majeure: If the performance of Services by Consultant is affected by causes beyond its reasonable control, force majeure shall result. Force Majeure includes acts of God, acts of a legislative, administrative, or judicial entity, governmental order, war, fires, floods, labor disputes, pandemic, COVID-19 and unusually severe or unanticipated weather which prevent Consultant from performing the Services hereunder ("**Force Majeure**"). Should a Force Majeure event occur, Consultant shall receive day-for-day Schedule relief based on the number of days the Force Majeure prevents Consultant from performing the Services. Consultant shall not be liable for failure to comply with any Force Majeure event.

-- GPI Fee Schedule Follows --

GPI FEE SCHEDULE
July 2023 to June 2024 Hourly Billing Rates

Senior Project Manager/Team Leader.....	\$195.00
Chief UAS Pilot/Senior Engineer/Senior Landscape Architect/Senior Transportation Planner.....	\$185.00
Project Manager.....	\$180.00
Coatings Manager/Construction Manager/Senior Designer.....	\$170.00
Project Engineer/Senior Environmental Scientist/Senior Survey Manager.....	\$160.00
Senior Fuel Technician/UAS Pilot.....	\$150.00
CADD Manager/Engineer/Project Designer/Resident Engineer/Senior Landscape Designer/Survey Manager.....	\$135.00
Coatings Inspector/Construction Engineer/Field Survey Manager/Landscape Architect/Planner/Resident Inspector/Senior Technician.....	\$130.00
Senior Subsurface Survey Technician/Senior Inspector/Survey Crew Chief.....	\$125.00
Assistant Survey Manager/Designer/Environmental Scientist/Inspector.....	\$120.00
Assistant Designer/Construction Inspector/GIS Specialist/Landscape Designer/Multimedia Specialist.....	\$110.00
Assistant Inspector/Assistant Landscape Designer/Assistant Planner/Graphic Designer/Senior Survey Technician.....	\$100.00
Assistant Environmental Scientist/Technician.....	\$90.00
Survey Technician.....	\$85.00
Assistant Fuel System Technician/Environmental Coordinator/Project Coordinator.....	\$80.00
Administrative Assistant/Assistant Survey Technician/Assistant Technician/Intern.....	\$65.00
One-Person Survey Crew.....	\$150.00
Two-Person Survey Crew.....	\$210.00
Branch Manager.....	\$295.00
Project Director (Senior VP).....	\$265.00
Project Director (VP).....	\$245.00
Project Director (Assistant VP).....	\$230.00
Department Head/Project Director (Non-Officer).....	\$220.00
Court Testimony/Deposition.....	Negotiated

REIMBURSABLE EXPENSES

Whiteprints (SF).....	\$0.50	Granite Bound (EA).....	\$75.00
Color Plot (SF).....	\$2.50	Iron Pin (EA).....	\$4.00
Mylar (SF).....	\$3.50	Hub Stake (EA).....	\$1.50
Presentation Board (EA).....	\$10.00	Tall Stake (EA).....	\$2.00
Photocopies – 8.5" x 11" – B&W (EA).....	\$0.10	Photocopies – 11" x 17" – B&W (EA).....	\$0.25
Photocopies – 8.5" x 11" – Color (EA).....	\$0.20	Photocopies – 11" x 17" – Color (EA).....	\$0.50
Large Format Digital Scan (EA).....	\$10.00		

Equipment fees may be applied for data acquisition (Survey, UAS, Traffic, etc.) on a per-project basis.

All other direct, non-salary expenses will be billed at 1.2 times cost:

1. Transportation and living expenses incurred for assignments outside of the CONSULTANT's office, including rental cars.
2. Shipping charges for plans, equipment, etc.
3. Purchase of specialized equipment and rental of equipment from outside vendors.
4. Reproduction of drawings and reports.
5. Construction materials and spent tools specifically for the project.
6. Automobile expenses for personal or company vehicles will be charged at the IRS rate per mile current at the time of service plus toll charges for travel from the CONSULTANT office to the project and return and for travel at the job in conduct of work. No markup of this charge.
7. Insurance in excess or addition to insurance coverage or at limits not normally carried by CONSULTANT or its subconsultants.

SERVICES OF OTHERS

On occasion, CONSULTANT engages the specialized services of others as subconsultants on the project. When considered necessary in CONSULTANT's sole discretion, subconsultants will be used. The CLIENT agrees to reimburse the actual cost of these services plus a 20% service charge prior to the release of any work product which involves subconsultants' work.

-- End of Document --

LAVALLEE | BRENSINGER ARCHITECTS

December 20, 2023

Mr. Fidel A. Maltez
Town Manager
Town of Reading, MA
16 Lowell St.
Swampscott, MA 01867
E-Mail: fmaltez@ci.reading.ma.us

Re: Killam Elementary School
Owner-Architect Contract Amendment No. 3

Dear Fidel,

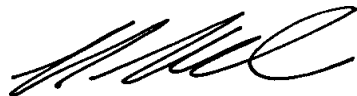
Please find attached Amendment No. 3 to the Owner-Architect Contract. This Amendment includes Additional Services for:

- Hazardous Materials Consulting Services – \$4,500.00
- Administrative 10% Markup – \$450.00

The total value of this contract amendment is \$4,950.00

Please refer to the attachments for additional information.

Sincerely,



Leigh S. Sherwood, AIA, LEED AP, NCARB

Principal

Attachments:

- Attachment F – Contract for Designer Services Amendment No. 3
- Consultant Proposal – Universal Environmental Consultants proposal dated 12-6-23

Cc:
Michael Carroll, Colliers Project Leaders
File

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 3

WHEREAS, the Town of Reading (“Owner”) and Lavallee Brensinger Architects (the “Designer”) (collectively, the “Parties”) entered into a Contract for Designer Services for the Killam Elementary School Project at the Killam Elementary School on the 12th day of December in the year Two-Thousand Twenty-three (“Contract”); and

WHEREAS, effective as of December 18, 2023, the Parties wish to amend the Contract:

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes the Designer to perform services for the Design Development Phase, the Construction Phases, and the Final Completion Phase of the Project, pursuant to the terms and conditions set forth in the Contract, as amended.
2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services:	Original Contract Including Amd 1-2	After this Amendment 3
Feasibility Study Phase	<u>\$ 400,000.00</u>	<u>\$ 400,000.00</u>
Schematic Design Phase	<u>\$ 450,000.00</u>	<u>\$ 450,000.00</u>
Design Development Phase	<u>\$</u>	<u>\$</u>
Construction Document Phase	<u>\$</u>	<u>\$</u>
Bidding Phase	<u>\$</u>	<u>\$</u>
Construction Phase	<u>\$</u>	<u>\$</u>
Completion Phase	<u>\$</u>	<u>\$</u>
Extra Services Over the Basic	<u>\$146,850.00</u>	<u>\$ 151,800.00</u>
Total Fee	<u>\$ 996,850.00</u>	<u>\$1,001,800.00</u>

This Amendment is a result of: Additional Service – Hazardous Materials Consulting

3. The Construction Budget shall be as follows:

Original Budget: \$ TBD _____

Amended Budget \$ TBD _____

4. The Project Schedule shall be as follows:

Original Schedule: \$ TBD _____

Amended Schedule \$ TBD _____

5. This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

OWNER

Fidel Maltez

(print name)
Town Manager

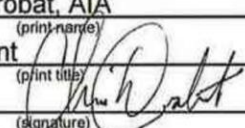
DocuSign
Signed by:
By Fidel Maltez

48E5E819-05...
Date 12/23/2023

DESIGNER

Chris Drobot, AIA
(print name)

President

By 
(signature)

Date 12/18/2023

December 6, 2023

Ms. Jenni Katajamaki
Senior Project Manager
Lavallee Brensinger Architects
155 Dow Street, Suite 400
Manchester, NH 03101

Reference: **Hazardous Materials Consulting Services**
Killam Elementary School, Reading, MA

Dear Ms. Katajamaki:

Thank you for the opportunity for Universal Environmental Consultants (UEC) to provide professional services.

We are pleased to submit our proposal for the above referenced project.

Should this proposal meet with your approval, kindly execute, and return the enclosed proposal.

Please do not hesitate to call me at (508) 628-5486 if you have questions about this proposal or our services.

Very truly yours,

Universal Environmental Consultants



Ammar M. Dieb
President

UEC:\Proposals\IDM\LBPA-Killam Elementary School-I.DOC

Enclosure

**PROPOSAL
FOR
HAZARDOUS MATERIALS INSPECTION SERVICES
AT THE
KILLAM ELEMENTARY SCHOOL
READING, MA**

SCOPE OF SERVICES:

Services will be provided by Massachusetts licensed asbestos inspectors. Inspection will be performed per MSBA guidelines.

- A. **Review Reports** – Review previous inspection reports prepared by our office.
- B. **Inspection for Asbestos Containing Materials (ACM)** – Conduct a determination inspection of the School. No destructive or roof testing will be performed during this phase.

- C. **Bulk Samples Collection** – Collect bulk samples from suspect materials and analyze these samples for asbestos by Polarized Light Microscopy (PLM). It is estimated that sixty (60) samples will be collected and analyzed. Bulk samples will be collected and analyzed from the following materials suspected to contain asbestos:

Floor Tile and Mastic	Ceiling Tile	Glue on Ceiling Tile	Thermal Insulation
Window Putty	Door Putty	Curtain	Ceiling/Wall Plaster
Transite Board	Vapor Barriers	Soffit Panels	Fireproofing
Science Lab Tables	Unit Vent Grilles Sealant	Skim Coat	Paper under Hardwood
Other suspect ACM			

- D. **Inspection for Polychlorinated Biphenyls (PCB's) in Caulking**– Conduct a visual inspection for building caulking suspected to contain PCB's. No testing will be performed.
- E. **Inspection for PCB's** – Perform a visual inspection of the light fixtures for the presence of PCB's in ballasts and mercury in tubes. No testing will be performed.
- F. **Inspection for PCB's** – Perform a visual inspection of the capacitors and transformers for the presence of PCB's. No testing will be performed.
- G. **Inspection for underground oil storage tanks** – Conduct a visual inspection for underground oil storage tanks.
- H. **Inspection for mercury** – Perform a visual inspection of various building materials suspected to contain mercury.
- I. **Testing for mercury in rubber flooring** – Collect two (2) bulk samples from rubber flooring and analyze for mercury. If mercury was found additional sampling of the slab will be required to be performed during the design phase.
- J. **Testing for radon** – Collect eight (8) air samples for radon and analyze per EPA guidelines.
- K. **Testing for Mold** – Perform a visual inspection for mold growth and collect ten (10) air samples and analyze the samples for mold.

- L. **Prepare a Final Report** – Prepare a final report with samples results, locations and quantities of ACM and other hazardous materials and cost estimates for remediation.

PAYMENT:

UEC will submit one invoice. Invoices shall be paid within ten (10) days from client’s receipt of payment from the owner.

FEE FOR SERVICES:

Fee will be on a lump sum basis that includes labor, overhead, sampling, expenses, and profit.

Lump Sum Fee including all sampling of \$ 4,500.00

Proposal Authorized By:



Ammar M. Dieb
President

Proposal Accepted by:

Signature: _____

Name: _____

LAVALLEE | BRENSINGER ARCHITECTS

December 20, 2023

Mr. Fidel A. Maltez
Town Manager
Town of Reading, MA
16 Lowell St.
Swampscott, MA 01867
E-Mail: fmaltez@ci.reading.ma.us

Re: Killam Elementary School
Owner-Architect Contract Amendment No. 4

Dear Fidel,

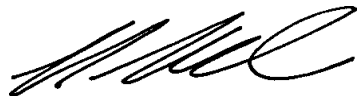
Please find attached Amendment No. 4 to the Owner-Architect Contract. This Amendment includes Additional Services for:

- Phase I Environmental Site Assessment and Soil Sampling – \$13,200.00
- Administrative 10% Markup – \$1,320.00

The total value of this contract amendment is \$14,520.00

Please refer to the attachments for additional information.

Sincerely,



Leigh S. Sherwood, AIA, LEED AP, NCARB

Principal

Attachments:

- Attachment F – Contract for Designer Services Amendment No. 4
- Consultant Proposal –FS Engineers proposal dated 12-8-23

Cc:
Michael Carroll, Colliers Project Leaders
File

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 4

WHEREAS, the Town of Reading (“Owner”) and Lavallee Brensinger Architects (the “Designer”) (collectively, the “Parties”) entered into a Contract for Designer Services for the Killam Elementary School Project at the Killam Elementary School on the 12th day of December in the year Two-Thousand Twenty-three (“Contract”); and

WHEREAS, effective as of December 18, 2023, the Parties wish to amend the Contract:

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes the Designer to perform services for the Design Development Phase, the Construction Phases, and the Final Completion Phase of the Project, pursuant to the terms and conditions set forth in the Contract, as amended.
2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services:	Original Contract Including Amd 1-3	After this Amendment 4
Feasibility Study Phase	<u>\$ 400,000.00</u>	<u>\$ 400,000.00</u>
Schematic Design Phase	<u>\$ 450,000.00</u>	<u>\$ 450,000.00</u>
Design Development Phase	<u>\$</u>	<u>\$</u>
Construction Document Phase	<u>\$</u>	<u>\$</u>
Bidding Phase	<u>\$</u>	<u>\$</u>
Construction Phase	<u>\$</u>	<u>\$</u>
Completion Phase	<u>\$</u>	<u>\$</u>
Extra Services Over the Basic	<u>\$151,800.00</u>	<u>\$ 166,320.00</u>
Total Fee	<u>\$ 1,001,800.00</u>	<u>\$ 1,016,320.00</u>

This Amendment is a result of: Additional Service – Phase I ESA and Soil Sampling

3. The Construction Budget shall be as follows:

Original Budget: \$ TBD _____

Amended Budget \$ TBD _____

4. The Project Schedule shall be as follows:

Original Schedule: \$ TBD _____

Amended Schedule \$ TBD _____

5. This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

OWNER

Fidel Maltez

(print name)

Town Manager

Document signed by:

By

Fidel Maltez

(signature)

Date

12/23/2023

DESIGNER

Chris Drobot, AIA

(print name)

President

(print title)

By

Chris Drobot

(signature)

Date 12/18/2023



December 8, 2023

Ms. Jenni Katajamaki, RA, LEED® AP, MCPPO
Senior Project Manager
Lavallee Brensinger Architects
99 Bedford St, Boston, MA 02111

Re: Professional Services Relative to Phase I Environmental Site Assessment and Soil Sampling at the J. Warren Killman Elementary School Site in Reading, Massachusetts

Dear Ms. Katajamaki:

FS Engineers, Inc. (FSE) is pleased to present this proposal for professional services for the above-referenced property in Reading, Massachusetts. FSE will prepare a Phase I Environmental Site Assessment (ESA) per ASTM E1527-21 for the property referenced above and limited soil sampling. FSE will collect soil samples from geotechnical borings by LGCI to optimize on project schedule and minimize drilling costs. The soil boring and sample locations will be coordinated between FSE and LGCI to meet the requirements of the project goals. This proposal is based on the information provided by you. FSE has not conducted a site reconnaissance to prepare this scope of work. Our understanding is that there is no history of a documented release at this site. The sampling program intends to provide sufficient information to support a feasibility analysis for a preferred school building option.

The scope of work is based on obtaining soil samples for laboratory analysis and report preparation. The purpose of the investigation is to prepare an ASTM Phase I ESA and characterize the site soil quality to assist in the determination of appropriate reuse/disposal options. A report will be submitted that contains laboratory reports, tabulated data, sample locations on a site plan, and recommendations.

FSE is prepared to commit the necessary resources to ensure the timely completion of this project. The project team will be led by Mr. Farooq Siddique, PE, LSP, as Principal and Mr. Michael Hudson, as Project Manager. Both Mr. Siddique and Mr. Hudson have more than 25 year's professional experience in environmental site assessment and remediation.

Our proposal includes the Scope of Services, Schedule of Services, Fee for Services, Basis of Proposal, and Agreement for Professional Services.

1.0 SCOPE OF SERVICES

The following is a list of tasks to be performed under this Agreement:

1.1 Visual Survey and Research

- (a) Obtain readily available records of previous site use and zoning history to identify recognized environmental conditions.
- (b) Check readily available plans and interview knowledgeable persons concerning information on utilities (e.g. electric, gas, oil, water, sewer, etc.) and chemical storage, use, and disposal, and complete a transaction screen questionnaire.
- (c) Examine files of federal and state agencies (e.g. MassDEP, LUST, CERCLA, ERNS, and NPL) regarding local releases of oil or hazardous material.
- (d) Conduct a site reconnaissance and check for visual and olfactory evidence of contamination (e.g. stains on the ground, odors, liquid on the ground, empty chemical containers, improper solid or hazardous waste disposal, the site uses).
- (e) Assimilate and interpret information from research, study, and site visit. Prepare a Phase I Environmental Site Assessment Report and submit an electronic copy of the report to the Client.

1.2 Soil Sample Collection

- (a) Review the soil boring plan provided by the geotechnical engineer. Identify sampling locations based on the information reviewed.
- (b) FSE will obtain soil samples from the soil borings to be conducted by the geotechnical engineer. FSE will collect soil samples from the samples collected by the geotechnical engineer for laboratory analyses. Contacting Digsafe, utility clearance, and retaining the drilling contractor will be done by others.

- (c) Screen soil samples for total volatile organic compounds (VOC) using a photoionization detector (PID). Send up to six (6) soil samples from select borings and submit them for laboratory analysis as follows:
- 8082 PCBs
 - 8081 Pesticides
 - 8151 Herbicides
 - 8260 VOC full list
 - 8270 SVOC full list
 - MCP 14 Metals
 - TPH fingerprint (8015)

A site plan of the property showing the soil borings will be provided to us by the client.

- (d) Prepare a letter report that describes the soil sampling event, presents the tabulated laboratory soil sample analysis results, and contains the laboratory reports and a site plan. Submit an electronic copy of the report to the Client.

2.0 SCHEDULE OF SERVICES

FSE is prepared to commence work on this project upon receipt of written authorization to proceed.

3.0 FEES FOR SERVICES

For this project as defined in Article 1.0, "Scope of Services", compensation shall be the Fixed Fee of Thirteen Thousand Two Hundred Dollars (\$13,200.00) as presented above.

Additional services will be billed hourly according to the following rates:

LSP Services:	\$ 132.00
Project Manager:	\$ 121.00

Project Engineer: \$ 80.00
Subcontractor: Cost + 15%

4.0 BASIS OF PROPOSAL

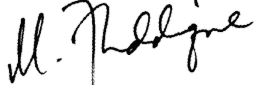
- (a) We have assumed that all existing site information will be made available.
- (b) We have assumed that any previous studies conducted on the site will be made available.
- (c) We have assumed that access to the site will be provided by the client.

5.0 AGREEMENT FOR PROFESSIONAL SERVICES - Attached herewith.

Please sign two copies of this Agreement. Retain a copy for your files and return the other to us; the receipt of which shall constitute Notice-to-Proceed. If you have any questions, please do not hesitate to contact us. We look forward to working with you on this important project. Thank you for considering FS Engineers, Inc.

Very truly yours,

FS ENGINEERS, INC.


Farooq Siddique, PE, LSP
Principal

AGREED AND ACCEPTED BY CLIENT:

Name _____

Title _____

Date _____

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (the "Agreement"), effective is by and between Lavallee Brensinger Architects, a corporation, with its principal office at 99 Bedford St, Boston, MA 02111 (hereinafter "Client"), and FS Engineers, Inc., a business corporation, with its principal office at 42 Nonset Path, Suite 42-1, Acton, MA 01720 (hereinafter the "Company").

WHEREAS, Client finds that the Company is willing to perform certain work hereinafter described in accordance with the provisions of this Agreement; and

WHEREAS, Client finds that the Company is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of Client's business.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. SERVICES.

1.1 Services to Client. The Company shall provide the following ("Services") to Client:

Company shall provide Client with the "Services" set forth in the Proposal for Services dated December 8, 2023 ("Proposal") with respect to the property identified in the Proposal ("the Site"), under the terms and conditions set forth herein. Company's Services will be performed on behalf of and solely for the exclusive use of Client for the purposes set forth in the Proposal and for no other purpose. Client acknowledges that Company's Services require decisions which are based upon judgmental considerations stemming from limited data and time and budgetary constraints imposed by Client rather than upon scientific certainties. Client, in accepting Company's Proposal, acknowledges the inherent risks to Client and its property associated with the work described in the Proposal. Company shall perform Services in accordance with generally accepted practices of like professionals undertaking similar services under like or identical circumstances. Company reserves the right to refuse to undertake Services on behalf of any project or on behalf of any prospective Client. Client acknowledges that other qualified persons and entities are available to carry out the proposed Services.

Client agrees that such Services shall be rendered without any other warranty, expressed or implied, and, subject to all other limitations herein contained. Company shall be responsible only for such injury, loss or damage as is caused by the negligence or willful misconduct of Company, its employees, agents or representatives.

Company will not disclose information regarding the Proposal, Company's Services or its Report except 1) to Client, or 2) parties designated by Client. Information which is in the public domain or which is provided to the Company by third parties is excepted from the foregoing undertaking. This provision shall also be binding on Company, its agent, staff, consultant, contractors, and subcontractors.

Client hereby grants to Company or represents and warrants (if the Site is not owned by Client) that permission has been duly granted for a Right of Entry from time to time, by Company, its agents, staff, consultants, and contractors or subcontractors, upon the Site for the purpose of performing and with the right to perform all acts, studies, and research, including without limitation the making of test boring and other soil compilings, pursuant to the Scope of Services. Should Client not own the Site, Client warrants and represents by acceptance of the Proposal that it has authority and permission of Site Owner and any site occupant to grant Company this right of entry. Company may require evidence of such authority in a form reasonably satisfactory to Company.

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents, data or information prepared by Company as instruments of Services, shall remain the sole property of Company. All reports and other work preparation by Company for Client shall be utilized solely for the intended purposes and Site described in the Proposal. Company will retain all pertinent documents for a period of three (3) years following submission of Company's final report to Client. Such documents will be available to Client upon request at Company's office during office hours on reasonable notice, and copies will be furnished by Company to Client for the total cost of retrieval and reproduction of same, when the Client requests and upon total payment by Client of reasonable cost of retrieval.

Client understands that the Company is not in control of the Site. Company does not undertake to report to any Federal, state, county or local public agencies having jurisdiction over the subject matter any conditions existing at the Site from time to time which may present a potential danger to public health, safety or the environment except to the extent required by law. Client, by acceptance of the Proposal, agrees that Client will comply with all applicable Federal, state, and municipal reporting requirements.

As of the date of this Agreement, Client agrees that Company has neither created nor contributed to the creation of any hazardous materials, pollutants, asbestos, or other potentially dangerous substance that is now or may be in the future discovered or introduced at

the Site. Company hereby states, and Client acknowledges by acceptance of the Proposal, that Company may be unable to obtain insurance at reasonable cost for claims arising out of the investigation, assessment or evaluation of hazardous materials or pollutants or the detection, abatement, removal or replacement of products, materials or processes containing asbestos.

Subject to the conditions stated herein, Client agrees to defend, indemnify and hold harmless Company, its subcontractors, consultants, agents, officers, directors and employees from and against any and all liability, claims for damages and all costs, liability or expense, whether direct, indirect, economic or consequential including reasonable attorney's fees, and court and arbitration costs, sustained or alleged by any person or entity other than Client, based upon of arising in connection with: 1) a release of hazardous materials or pollutants; 2) bodily injury (including disease or death or both) and property damage (real or personal) or any other claim of damage, expense or loss, caused by their release, removal, remediation, assessment, evaluation or investigation of hazardous materials or pollutants; 3) removal, assessment, evaluation or investigation of, or remedial action taken because of, the release or suspected release of hazardous materials or pollutants; 4) any federal, state or local or other governmental fines or penalties related to hazardous materials or pollutants; or 5) the detection, abatement, removal or replacement of products, materials or processes containing asbestos, lead or other hazardous materials. This obligation shall be subject to the following conditions: (1) this obligation shall only apply to liabilities, claims, and costs arising out of work performed by Company for Client pursuant to this Agreement; and (2) this obligation shall not apply if the liability, claim, or costs was a result of Company's negligence or willful misconduct.

In addition to the provisions of Section 5 herein, Client specifically agrees to defend, hold harmless, and indemnify Company from and against any and all claims and liabilities resulting from: 1) Client's violation of any federal, state or local statute, regulation or ordinance relating to the disposal of hazardous waste, including without limitation the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act and Massachusetts General Laws Chapter 21C and 21E; 2) Client's direct or indirect undertaking of or arrangement for the treatment, storage, disposal, or transportation of hazardous materials or oil found or identified at the Site; 3) Changed conditions or waste materials introduced at the Site by Client or third persons after the completion of services described herein.

2. PAYMENT AND INVOICING TERMS.

2.1 Payment for Services. The Company will be paid as follows:

Client will pay Company for Services performed in accordance with rates and charges set forth in the Proposal.

2.2 Reimbursable Costs. Client shall reimburse the Company all costs incurred in connection with the Services rendered. Reimbursable costs include, but are not limited to, travel costs, subcontractors, materials, computer costs, telephone, copies, delivery, etc. that are attributable to a project or Service (the "Reimbursable Costs"). Travel costs are defined as air travel, lodging, meals and incidentals, ground transportation, tools, and all costs associated with travel. All extraordinary travel expenses must receive Client's approval. The Company shall provide to Client substantiation of Reimbursable Costs incurred.

2.3 Invoicing.

(a) Invoices for Company's Services for payment by Client will be submitted monthly by the Company, or on a periodic basis, or upon completion of Services, as Company shall elect. Payment is due upon receipt and is past due seven (7) business days from receipt of invoice. If Client has any valid reason for disputing any portion of an invoice, Client will so notify the Company within seven (7) calendar days of receipt of invoice by Client, and if no such notification is given, the invoice will be deemed valid. The portion of the Company's invoice which is not in dispute shall be paid in accordance with the procedures set forth herein.

(b) A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by Client will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorney fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by Client. If payment of invoices is not current, the Company may suspend performing further work, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, upon ten (10) days prior written notice by Company to Client. Notwithstanding any termination of Services by Company for non-payment of invoices, or for reasons set forth in Section 6.15, Client shall pay Company in full for all Services rendered by Company to the date of termination of Services plus all interest, termination costs and expenses incurred by Company and related to such termination. Company's non-exercise of any rights or remedies, whether specified herein or otherwise provided by law, shall not be deemed a waiver of any such rights or remedies, nor preclude Company from the exercise under this instrument, or at law.

2.4 Taxes. All amounts payable pursuant to this Agreement are exclusive of taxes. Accordingly, there will be added to any such amount payable by Client the monetary sum equal to any and all current and future applicable taxes, however designated, incurred as a result of or otherwise in connection with this Agreement or the Services, including without limitation state and local privilege, excise, sales, services, withholding, and use taxes and any taxes or other amounts in lieu thereof paid or payable by Client (other than

taxes based on the Company's net income). If Client does not pay such taxes, the Company may make such payments and Client will reimburse the Company for those payments. Client will hold the Company harmless for any payments made by Client pursuant to this Section 2.4.

3. CHANGES. If during performance of Services, any unforeseen conditions or occurrences are encountered which, in the judgement of Company, significantly affect or may affect the Services or the recommended scope of Services, Company will promptly notify Client thereof. Subsequent to that notification Client and Company agree to pursue one of the following options:

a) The original scope of Services may be modified to the mutual satisfaction of the parties, and the estimate of charges, including budget estimates and fees, revised to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein;

b) Company shall have the right to suspend its work immediately and terminate the work described in the Proposal, effective on the date specified by Company in writing. Client shall remain liable for and shall pay all fees and charges incurred under the provisions of the Proposal through the date of termination, notwithstanding Client and Company not having reached a new, mutually satisfactory, revision of their agreement.

Client may, with the approval of the Company, issue written directions within the general scope of any Services to be ordered. Such changes (the "Change Order") may be for additional work or the Company may be directed to change the direction of the work covered by the Task Order, but no change will be allowed unless agreed to by the Company in writing.

4. STANDARD OF CARE.

The Company warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, deliverable, work product, document or otherwise. Furthermore, no guarantee is made as to the efficacy or value of any services performed. THIS SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY THE COMPANY CONCERNING THE SERVICES AND RELATED WORK PRODUCT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR OTHERWISE.

5. LIABILITY.

5.1 Limitation. The Company's liability, including but not limited to Client's claims of contributions and indemnification related to third party claims arising out of services rendered by the Company, and for any losses, injury or damages to persons or properties or work performed arising out of or in connection with this Agreement and for any other claim, shall be limited to the payment received by the Company from Client for the particular service provided giving rise to the claim. Notwithstanding anything to the contrary in this Agreement, the Company shall not be liable for any special, indirect, consequential, lost profits, or punitive damages. Client agrees to limit the Company's liability to Client and any other third party for any damage on account of any error, omission or negligence to a sum not to exceed the payment received by the Company for the particular service provided giving rise to the claim. The limitation of liability set forth herein is for any and all matters for which the Company may otherwise have liability arising out of or in connection with this Agreement, whether the claim arises in contract, tort, statute, or otherwise.

In the event that Client makes a claim against Company, at law or otherwise for any alleged error, omission, or act arising out of the performance of Company's Services, and Client fails to prove such claim upon final adjudication, then Client shall pay all costs incurred by Company in defending itself against the claim, including, without limitation, court costs, and other claim-related expenses, including, without limitation, costs, fees, and expenses of experts.

5.2 Remedy. Client's exclusive remedy for any claim arising out of or relating to this Agreement will be for the Company, upon receipt of written notice, either (i) to use commercially reasonable efforts to cure, at its expense, the matter that gave rise to the claim for which the Company is at fault, or (ii) return to Client the fees paid by Client to the Company for the particular service provided that gives rise to the claim, subject to the limitation contained in Section 5.1. Client agrees that it will not allege that this remedy fails its essential purpose.

5.3 Survival. Articles 2, 4, 5, and 6 survive the expiration or termination of this Agreement for any reason.

6. MISCELLANEOUS.

6.1 Insecurity and Adequate Assurances. If reasonable grounds for insecurity arise with respect to Client's ability to pay for the Services in a timely fashion, the Company may demand in writing adequate assurances of Client's ability to meet its payment obligations

under this Agreement. Unless Client provides the assurances in a reasonable time and manner acceptable to the Company, in addition to any other rights and remedies available, Client may partially or totally suspend its performance while awaiting assurances, without liability to Client.

6.2 Severability. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

6.3 Modification and Waiver. Waiver of breach of this Agreement by either part shall not be considered a waiver of any other subsequent breach.

6.4 Independent Contractor. The Company is an independent contractor of Client.

6.5 Notices. Client shall give the Company written notice within one hundred eighty (180) days of obtaining knowledge of the occurrence of any claim or cause of action which Client believes that it has, or may seek to assert or allege, against the Company, whether such claim is based in law or equity, arising under or related to this Agreement or to the transactions contemplated hereby, or any act or omission to act by the Company with respect hereto. If Client fails to give such notice to the Company with regard to any such claim or cause of action and shall not have brought legal action for such claim or cause of action within said time period, Client shall be deemed to have waived, and shall be forever barred from bringing or asserting such claim or cause of action in any suit, action or proceeding in any court or before any governmental agency or authority or any arbitrator. All notices or other communications hereunder shall be in writing, sent by courier or the fastest possible means, provided that recipient receives a manually signed copy and the transmission method is scheduled to deliver within 48 hours, and shall be deemed given when delivered to the address specified herein or such other address as may be specified in a written notice in accordance with this Section. Any party may, by notice given in accordance with this Section to the other parties, designate another address or person or entity for receipt of notices hereunder.

6.6 Assignment. The Agreement is not assignable or transferable by Client. This Agreement is not assignable or transferable by the Company without the written consent of Client, which consent shall not be unreasonably withheld or delayed.

6.7 Disputes. The Company and Client recognize that disputes arising under this Agreement are best resolved at the working level by the parties directly involved. Both parties are encouraged to be imaginative in designing mechanism and procedures to resolve disputes at this level. Such efforts shall include the referral of any remaining issues in dispute to higher authority within each participating party's organization for resolution. Failing resolution of conflicts at the organizational level, the Company and Client agree that any remaining conflicts arising out of or relating to this Contract shall be submitted to nonbinding mediation unless the Company and Client mutually agree otherwise. If the dispute is not resolved through non-binding mediation, then the parties may take other appropriate action subject to the other terms of this Agreement.

6.8 Section Headings. Title and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

6.9 Representations; Counterparts. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed (by original or telecopied signature) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

6.10 Residuals. Nothing in this Agreement or elsewhere will prohibit or limit the Company's ownership and use of ideas, concepts, know-how, methods, models, data, techniques, skill knowledge and experience that were used, developed or gained in connection with this Agreement. The Company and Client shall each have the right to use all data collected or generated under this Agreement.

6.11 Nonsolicitation of Employees. During and for one (1) year after the term of this Agreement, Client will not solicit the employment of, or employ the Company's personnel, without the Company's prior written consent.

6.12 Cooperation. Client will cooperate with the Company in taking actions and executing documents, as appropriate, to achieve the objectives of this Agreement. Client agrees that the Company's performance is dependent on Client's timely and effective cooperation with the Company. Accordingly, Client acknowledges that any delay by Client may result in the Company being released from an obligation or scheduled deadline or in Client having to pay extra fees for the Company's agreement to meet a specific obligation

or deadline despite the delay. In providing the referenced Services absent any negligence or willful misconduct on the part of the Company, its employees or agents, the Company shall not be responsible for delays.

6.13 Governing Law and Construction. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to the principles of conflicts of law. The language of this Agreement shall be deemed to be the result of negotiation among the parties and their respective counsel and shall not be construed strictly for or against any party. Each party (i) agrees that any action arising out of or in connection with this Agreement shall be brought solely in courts of the State of the Commonwealth of Massachusetts, in Middlesex, (ii) hereby consents to the jurisdiction of the courts of the State of the Commonwealth of Massachusetts, and (iii) agrees that, whenever a party is requested to execute one or more documents evidencing such consent, it shall do so immediately.

6.14 Entire Agreement; Survival. This Agreement, including any Exhibits, states the entire Agreement between the parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between Client and the Company respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the parties hereto.

6.15 Force Majeure. The Company shall not be responsible for delays or failures (including any delay by the Company to make progress in the prosecution of any Services) if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of subcontractors or third parties.

If during performance of Services, any unforeseen conditions or occurrences are encountered which, in the judgement of Company, significantly affect or may affect the Services or the recommended scope of Services, Company will promptly notify Client thereof. Subsequent to that notification Client and Company agree to pursue one of the following options:

a) The original scope of Services may be modified to the mutual satisfaction of the parties, and the estimate of charges, including budget estimates and fees, revised to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein;

b) Company shall have the right to suspend its work immediately and terminate the work described in the Proposal, effective on the date specified by Company in writing. Client shall remain liable for and shall pay all fees and charges incurred under the provisions of the Proposal through the date of termination, notwithstanding Client and Company not having reached a new, mutually satisfactory, revision of their agreement.

6.16 Use By Third Parties. Work performed by the Company pursuant to this Agreement are only for the purpose intended and may be misleading if used in another context. Client agrees not to use any documents produced under this Agreement for anything other than the intended purpose without the Company's written permission. This Agreement shall, therefore, not create any rights or benefits to parties other than to Client and the Company.

END

LAVALLEE | BRENSINGER ARCHITECTS

January 3, 2024

Mr. Fidel A. Maltez
Town Manager
Town of Reading, MA
16 Lowell St.
Swampscott, MA 01867
E-Mail: fmaltez@ci.reading.ma.us

Re: Killam Elementary School
Owner-Architect Contract Amendment No. 5 REVISED

Dear Fidel,

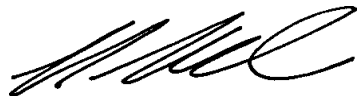
Please find attached Amendment No. 5 to the Owner-Architect Contract. This Amendment includes Additional Services for:

- Geotechnical Services – \$38,000.00
- Administrative 10% Markup – \$3,800.00

The total value of this contract amendment is \$41,800.00

Please refer to the attachments for additional information.

Sincerely,



Leigh S. Sherwood, AIA, LEED AP, NCARB

Principal

Attachments:

- Attachment F – Contract for Designer Services Amendment No. 5 REVISED
- Consultant Proposal – Lahlaf Geotechnical Consulting, Inc. proposal No. 23142, dated 12-11-23

Cc:
Michael Carroll, Colliers Project Leaders
File

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 5 REVISED

WHEREAS, the Town of Reading (“Owner”) and Lavallee Brensinger Architects (the “Designer”) (collectively, the “Parties”) entered into a Contract for Designer Services for the Killam Elementary School Project at the Killam Elementary School on the 12th day of December in the year Two-Thousand Twenty-three (“Contract”); and

WHEREAS, effective as of January 3, 2024, the Parties wish to amend the Contract:

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes the Designer to perform services for the Design Development Phase, the Construction Phases, and the Final Completion Phase of the Project, pursuant to the terms and conditions set forth in the Contract, as amended.
2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services:	Original Contract Including Amd 1-4	After this Amendment 5
Feasibility Study Phase	<u>\$ 400,000.00</u>	<u>\$ 400,000.00</u>
Schematic Design Phase	<u>\$ 450,000.00</u>	<u>\$ 450,000.00</u>
Design Development Phase	<u>\$</u>	<u>\$</u>
Construction Document Phase	<u>\$</u>	<u>\$</u>
Bidding Phase	<u>\$</u>	<u>\$</u>
Construction Phase	<u>\$</u>	<u>\$</u>
Completion Phase	<u>\$</u>	<u>\$</u>
Extra Services Over the Basic	<u>\$ 166,320.00</u>	<u>\$ 208,120.00</u>
Total Fee	<u>\$ 1,016,320.00</u>	<u>\$ 1,058,120.00</u>

This Amendment is a result of: Additional Service – Geotechnical Services

3. The Construction Budget shall be as follows:

Original Budget: \$ TBD _____

Amended Budget \$ TBD _____

4. The Project Schedule shall be as follows:

Original Schedule: \$ TBD _____

Amended Schedule \$ TBD _____

5. This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

OWNER

(print name)

(print title)

By _____
(signature)

Date _____

DESIGNER

Chris Drobat, AIA
(print name)

President
(print title)

By _____
(signature)

Date 1/3/2024



December 11, 2023

Ms. Jenni Katajamaki, RA, LEED® AP, MCPPO
Senior Project Manager
Lavallee Brensinger Architects
99 Bedford Street
Boston, MA 02111
Phone: (617) 398-2046
Mobile: (401) 837-4472
E-mail: jenni.katajamaki@lbpa.com

**Re. Proposal for Feasibility and SD Phase Geotechnical Services
Proposed J. Warren Killam Elementary School
Reading, Massachusetts
LGCI Proposal No. 23142**

Dear Ms. Katajamaki:

Lahlaf Geotechnical Consulting, Inc. (LGCI) appreciates the opportunity to submit this proposal to provide feasibility and schematic design (SD) phase geotechnical services for the proposed J. Warren Killam (Killam) Elementary School in Reading, Massachusetts. This proposal is based on information you provided to us in your request for proposal (RFP) dated November 28, 2023, and in our subsequent phone and e-mail communications.

Project Description and Background

Killam Elementary School is located at 333 Charles Street in Reading, Massachusetts. The school site is bordered by Charles Street on the western side, by private properties on the northern and southern sides, and by Haverhill Street on the eastern side. The site is occupied by the existing school building, paved areas around the building, and an athletic field on the eastern side of the site. The school is accessed from Charles Street.

We understand that at this time, options for the proposed construction including renovations, additions, or a new school are being considered. The size, layout, and location of the proposed construction have not been established. The purpose of our services is to explore the subsurface conditions at the site during the feasibility and SD phases, and to provide preliminary foundation and design recommendations, including our opinion about and comments on site conditions that might have an impact on the project cost. We understand that additional explorations will be performed at the site after the proposed building(s) layout, size, and locations are established.

Technical Approach

We propose performing explorations at the site in two (2) phases: a feasibility phase and an SD phase. We propose two (2) days of drilling during the feasibility phase and three (3) days of drilling during the SD phase. We propose advancing at least one (1) boring to a depth of about

**Proposal for Feasibility and SD Phase Geotechnical Services
Proposed J. Warren Killam Elementary School
Reading, Massachusetts
LGCI Proposal No. 23142**

40 feet, and the remainder of the borings to depths of 20 feet beneath the ground surface. We anticipate completing six (6) to eight (8) borings during the feasibility phase and up to ten (10) to twelve (12) borings during the SD phase. Fewer borings would be completed if the work takes place during freezing temperatures or if the borings require rock coring.

Proposed Scope of Work

1. Feasibility Phase Explorations

1.1 Utility Clearance – LGCI will provide a field representative to stake the boring locations in the field. We have assumed that you will provide us with a plan showing the locations of the proposed building and clearly showing limits of wetlands, if any. We also request that you provide us with a plan showing existing utilities at the site. We will contact Dig Safe and the Town of Reading to assist the owner in locating underground utilities at the site. We request that a representative of the owner observe our boring locations to clear them of private utilities. LGCI will not assume responsibility for damage to unmarked or mismarked underground features.

1.2 Soil Borings – We will engage a drilling subcontractor to advance the borings described in the Technical Approach above. The drilling subcontractor will perform standard penetration tests (SPT) and will obtain split-spoon samples at 5-foot intervals and at perceived strata changes. The borings will be advanced with an ATV drill rig.

The drillers will backfill the boreholes with the drill cuttings. If we observe an environmental condition in the borings, we will halt the drilling and notify you. Excess drill cuttings will be left on site.

Our drilling subcontractor will install a groundwater observation well in one (1) of the feasibility phase borings.

We have assumed that our boring locations are accessible with an ATV drill rig. Our drilling subcontractor will exercise care moving between soil borings. Please note that if the explorations are performed following a rainstorm or snow melt, the ground may be soft and ruts may be left in the ground. We have not included in our scope and fee loaming, mulching, or seeding of ruts.

1.3 Laboratory Testing – We will perform two (2) grain-size analyses on soil samples obtained from the explorations to assess the suitability of reusing the onsite materials as backfill.

1.4 Geotechnical Field Representative – LGCI will provide a geotechnical field representative at the site to coordinate and observe the borings, collect soil samples, and prepare field logs.

1.5 Preliminary Geotechnical Report – We will prepare and submit our preliminary geotechnical report electronically. Our preliminary report will include:



**Proposal for Feasibility and SD Phase Geotechnical Services
Proposed J. Warren Killam Elementary School
Reading, Massachusetts
LGCI Proposal No. 23142**

- Summary of the subsurface investigation methods used;
- LGCI's borings logs;
- Plan showing approximate borings locations;
- Depth to groundwater, if encountered;
- Depth to refusal, if encountered;
- Description of the subsurface conditions;
- Laboratory test results;
- LGCI's opinion about the feasibility of shallow foundations;
- Preliminary recommendation for net allowable bearing pressure;
- Recommendation for seismic parameters in accordance with the Massachusetts State Building Code, 9th Edition;
- Our opinion about the susceptibility of the site soils to liquefaction;
- Our recommendations for lateral earth pressure for retaining wall design;
- Construction considerations, including removal of unsuitable soils, groundwater control, suitability of reusing onsite materials as backfill, and rock removal, if needed.

2. SD Phase Explorations

We understand that additional explorations will be performed during the SD phase after the proposed building layout, size, and location are established as follows:

2.1 Utility Clearance – Similar to Item 1.1 above.

Soil Borings – Similar to item 1.2 above except that we will engage a drilling subcontractor for three (3) days to advance the borings described in the Technical Approach above for the SD phase. Our drilling subcontractor will install a groundwater observation well in one (1) of the SD phase borings.

2.2 Laboratory Testing – We will perform four (4) grain-size analyses on soil samples obtained from the explorations to assess the suitability of reusing the onsite materials as backfill.

2.3 Geotechnical Field Representative – Similar to Item 1.4 above.

2.4 Geotechnical Report – We will update our geotechnical report to include the results of our SD phase explorations and laboratory testing and we will revise our recommendations as needed.

Please note that we have not included in this proposal a scope or budget for attending meetings, preparing specifications, reviewing drawings, reviewing contractor submittals, or providing construction services. Recommendations for unsupported slopes, stormwater management, erosion control, pavement design, slope stability analyses, site specific seismic analysis, pile analysis and design, and cost or quantity estimates are not included in our scope of work.



**Proposal for Feasibility and SD Phase Geotechnical Services
Proposed J. Warren Killam Elementary School
Reading, Massachusetts
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LGCI’s scope of services does not include an environmental assessment for the presence or absence of wetlands or analytical testing for hazardous or toxic materials in the soil, surface water, groundwater, or air, on or below or around this site, or mold in the soil or in any structure at the site. Any statements regarding odors, colors, or unusual or suspicious items or conditions are strictly for the information of the client.

Proposed Schedule

Assuming that there are no delays with site access or other factors such as permitting, LGCI will begin scheduling the work upon receiving authorization in the form of a signed copy of this proposal. Our drilling subcontractor can mobilize to the site within about three (3) to four (4) of receiving the authorization to access the site, or the utilities being cleared at our exploration locations, whichever occurs last. LGCI can provide you with preliminary boring logs and preliminary geotechnical recommendations within one (1) week of completing the explorations. We will provide our geotechnical reports about two (2) to three (3) weeks after the end of our explorations.

Project Fee

LGCI will perform the scope of services described above for a lump sum of \$38,000. The breakdown of our fee is shown below:

Feasibility Phase Exploration Services and Geo. Report

1.1a	Mark Boring Locations	\$860
1.1b	Utility Clearance	\$180
1.2a	Drilling Subcontractor (M/D+2 days)	\$6,300
1.2b	Prevailing Wages for Drillers (2 days)	\$2,420
1.2c	Groundwater Observation Well	\$530
1.3	Geotech. Rep. to Observe Borings	\$2,690
1.4	Laboratory Testing (2 Sieves)	\$370
1.5	Boring Logs and Geo. Report	\$2,650
		<hr/>
		\$16,000

SD Phase Exploration Services and Geo. Report

2.1a	Mark Boring Locations	\$860
2.1b	Utility Clearance	\$180
2.2a	Drilling Subcontractor (M/D+3 days)	\$9,020
2.2b	Prevailing Wages for Drillers (3 days)	\$3,630
2.2c	Groundwater Observation Well	\$530
2.3	Geotech. Rep. to Observe Borings	\$4,035
2.4	Laboratory Testing (4 Sieves)	\$595
2.5	Boring Logs and Update Geo. Report	\$3,150
		<hr/>
		\$22,000



**Proposal for Feasibility and SD Phase Geotechnical Services
Proposed J. Warren Killam Elementary School
Reading, Massachusetts
LGCI Proposal No. 23142**

Additional consultation during the feasibility study phase will be performed on a time and expenses basis using the following rates: \$107/hour for a geotechnical field representative, \$143/hour for a geotechnical engineer, and \$150/hour for a senior geotechnical engineer. LGCI will provide a proposal for design geotechnical services when the site is selected and after the proposed building layout is finalized.

No services beyond those described above would be provided without your prior knowledge and approval. If site conditions or your needs require a change in the scope of work, we will prepare for your approval a change order request that summarizes the changes to the project scope and fee. The fee is based on the following additional conditions:

- Our costs and fees indicated in this proposal are valid for a period of 6 months from the date of the proposal. Our unit rates will be increased by 4 percent per year after the first 6 months following the date of this proposal.

Terms and Conditions

We propose to perform our work in accordance with LGCI's Standard Conditions for Engagement (attached). Your acceptance of this proposal by signing and returning one complete copy will form our agreement for these services and will serve as written authorization to proceed with the described scope of work.

LGCI trusts that the above proposal will be sufficient to meet your needs. If this proposal is acceptable, please sign and return a complete copy to LGCI. If you have any questions, please call us at (978) 330-5912.

Sincerely,

LAHLAF GEOTECHNICAL CONSULTING, INC.



Abdelmadjid M. Lahlaf, Ph.D., P.E.
Principal Engineer

Attachment – Standard Conditions of Engagement

Agreed to by (please type name): _____ on (date): _____

Company Name: _____

Signature: _____



1. CONTRACT. The Contract is the Agreement that is signed and dated by Lahlaf Geotechnical Consulting, Inc. (LGCI) and is signed and dated or accepted in writing by the Client, and that includes by reference these **General Conditions**. These Conditions shall apply to any and all subsequent amendments, additions, or modifications to the scope of work performed under this Contract unless specifically agreed in writing by both parties.

2. PAYMENT. Client agrees to pay LGCI in accordance with the fee schedule and payment terms provided in the Contract. All payments will be made by either check or electronic transfer to the address specified by LGCI and will include reference to LGCI's invoice number. LGCI will submit invoices monthly for work completed during the preceding period or upon completion of a specified scope of service, as described in the Contract. Client agrees to pay each invoice within thirty (30) days of its receipt. Client agrees to pay LGCI's cost of collection of all amounts due and unpaid after 60 days, including court costs and reasonable attorney's fees. These general conditions are notice, where required, that LGCI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 60 days of invoice shall constitute a release of LGCI from any and all claims that client may have whether in tort, contract or otherwise, and whether known or unknown at the time.

3. STANDARD OF CARE. LGCI will perform its services, obtain its findings and prepare its reports in accordance with our proposal, client's acceptance thereof, these general conditions, and with generally accepted principles and practices. LGCI will perform its professional services in a manner consistent with that degree of skill and care ordinarily exercised by members of LGCI's profession currently practicing in the same locality under similar conditions and on similar projects. LGCI makes no warranties or representations, either expressed or implied, regarding the quality of services provided hereunder. Statements made in LGCI's report are opinions based on engineering judgment and are not to be construed as representations of fact. Nothing in this Contract shall be construed as establishing a fiduciary relationship between Client and LGCI.

4. RIGHT OF ENTRY. Client agrees to furnish LGCI with the right-of-entry and a plan of boundaries of the site where LGCI will perform its services. If Client does not own the site, Client represents and warrants that it will obtain permission for LGCI's access to the site to conduct site reconnaissance, surveys, borings, and other explorations of the site pursuant to the scope of services in the Contract. LGCI will take reasonable precautions to minimize damage to the site from use of equipment, but LGCI is not responsible for damage to the site caused by normal and customary use of equipment. The cost for restoration of damage that may result from LGCI's operations has not been included in its fee. LGCI will perform such additional work upon written request and client agrees to pay LGCI for the restoration costs.

5. CLIENT'S DUTY TO NOTIFY ENGINEER. Client represents and warrants that it has advised LGCI of any known or suspected hazardous materials, utility lines or pollutants. Unless otherwise agreed upon, Client will identify locations of buried utilities and other underground structures in areas of subsurface exploration. LGCI will take reasonable precautions to avoid damage to the buried utilities and other underground structures noted. Unless LGCI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to accept risk of and defend, indemnify and save LGCI harmless from all claims, losses, costs and expenses, including reasonable attorney's fees resulting from the exploration work.

6. CONSTRUCTION SERVICES. If included in the scope of services in the Contract, LGCI will provide personnel to observe the specific aspects of construction stated in the Contract and to ascertain that construction is being performed, in general, in accordance with the plans, specifications and LGCI's recommendations.

a. LGCI cannot provide its opinion on the suitability of any part of the work performed unless LGCI's personnel make measurements and observations of that part of the construction. By performing construction observation services, LGCI does not guarantee or assume any responsibility for the contractor's work. The contractor will remain solely responsible for the accuracy and adequacy of all construction or other activities performed by the contractor, including the methods of construction; supervision of personnel and construction; control of machinery; false work, scaffolding, or other temporary construction aids; safety in, on, or about the job site; and

compliance with OSHA and construction safety regulations and any other applicable federal, state and/or local laws or regulations.

b. No claims for loss, damage or injury shall be brought against LGCI by client or any third party unless all tests and inspections have been performed in accordance with the contract documents and unless LGCI's recommendations have been followed. Client agrees to indemnify, defend and hold LGCI, its officers, employees and agents harmless from any and all claims, suits, losses, costs, expert fees, and expenses, including, but not limited to court costs and reasonable attorney's fees in the event that all such tests and inspections are not performed or LGCI's recommendations are not followed except to the extent that such failure is the result of negligence, willful or wanton act or omission of LGCI subject to the limitation in Paragraph 12.

7. RENEGOTIATION OF CONTRACT FOR PRESENCE OF HAZARDOUS MATERIALS. If hazardous waste, oil, asbestos, or other hazardous materials, as defined by federal, state and/or local laws or regulations are discovered during LGCI's work, Client agrees to negotiate appropriate revisions to the scope of services, the budget estimate, and the terms and conditions of the Contract. When such hazardous materials are suspected, LGCI will have the option to stop work until a new Contract is reached without financial penalty. If a mutually satisfactory Contract cannot be reached between both parties, the Contract will be terminated. Client agrees to pay LGCI for all services rendered, including any costs associated with termination.

8. DISPOSAL OF SAMPLES AND WASTES CONTAINING REGULATED CONTAMINANTS. Unless agreed in writing, test specimens or samples will be disposed of immediately upon completion of the test. All other samples or specimens will be disposed ninety days after submission of LGCI's report.

Nothing within this Contract shall be construed or interpreted as requiring LGCI to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility. In the event that samples collected by LGCI or provided by Client or wastes generated as a result of site investigation activities contain or potentially contain substances or constituents which are or may be regulated contaminants as defined by federal, state, or local statutes, regulations, or ordinances, including but not limited to samples or wastes containing hazardous materials, said samples or wastes remain the property of the Client and the Client will have responsibility for them as a generator. If set forth in the Contract, LGCI will, at Client's expense, perform necessary testing, and return said samples and wastes to Client.

9. INSURANCE. LGCI has Worker's Compensation Insurance in at least the minimum amount required for each state in which it does business, Employer's Liability Insurance, Public Liability Insurance and Professional Liability Insurance. LGCI will furnish insurance certificates upon written request.

10. INDEMNIFICATION. Subject to the foregoing limitation, LGCI agrees to indemnify and hold Client harmless from and against any liabilities, claims, damages and costs (including reimbursement of reasonable attorneys' fees and court costs) to the extent caused by the negligence or willful misconduct of LGCI in the performance of services under this Contract. LGCI's defense obligation under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportional extent of LGCI's indemnity obligation hereunder. Client shall provide the same protection to the extent of its negligence. In the event that the client shall bring any suit, cause of action, claim or counterclaim against LGCI, Client shall pay to LGCI the cost and expenses incurred by LGCI to investigate, answer and defend it, including reasonable attorney's fees and court costs to the extent that LGCI shall prevail in such suit.

11. Client agrees to defend, indemnify and hold harmless LGCI, its subconsultants, subcontractors, agents, and employees from and against all claims, damages, losses, and costs (including reasonable attorneys' fees) that result from the detection, failure to detect or from the actual, alleged, or threatened discharge, dispersal, release, escape or exposure to any solid, liquid, gaseous or thermal irritant, asbestos in any form, or contaminants including smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste, oil, hazardous materials, or biological pollutants. Client's obligations under this



paragraph apply except to the extent such claims, damages, losses, and expenses are caused by LGCI's sole negligence or willful misconduct.

12. LIMITATION OF LIABILITY. To the fullest extent permitted by law, the total liability, in the aggregate, of LGCI and its officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to Client and any one claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to LGCI's services, the project or this Contract, will not exceed the total compensation received by LGCI under this Contract, or \$5,000, whichever is greater. This limitation will apply regardless of legal theory, and includes but is not limited to claims or actions alleging negligence, errors, omissions, strict liability, breach of contract, breach of warranty of LGCI or its officers, directors, employees, agents or independent professional associates or consultants, or any of them. CLIENT further agrees to require that all contractors and subcontractors agree that this limitation of LGCI's liability extends to include any claims or actions that they might bring in any forum.

13. CONFIDENTIALITY. Unless compelled by law, a governmental agency or authority, or an order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by LGCI to be duly issued, or unless requested to do so by Client pursuant to the Proposal or otherwise, LGCI agrees it will not convey to others any proprietary non-public information, knowledge, data or property relating to the business or affairs of the Client or of any of its affiliates, which is in any way obtained by LGCI during its association with the Client. LGCI further agrees to strive to limit, to a "need to know" basis, access by its employees to all information referred to above. Any concepts, materials, or procedures of LGCI deemed by LGCI to be proprietary and so explained to Client will not be released by Client or its employees to any other parties under any circumstances.

14. OWNERSHIP OF DOCUMENTS. Drawings, diagrams, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service, regardless of form, will be confidential and the proprietary information of LGCI, and will remain the sole and exclusive property of LGCI whether the project for which they are made is executed or not. Client will not have or acquire any title to or have any rights in any of the documents or information prepared by LGCI. Client will be permitted to retain printed copies of such documents or information for information and reference only in connection with Client's use and occupancy of the project. The documents and/or information will not be used or reused or modified by Client on other projects, for additions to this project, for completion of this project by others, or for any other purpose for which the documents were not specifically prepared, provided LGCI is not in default under this Contract, except with the express written consent of LGCI and with appropriate compensation to LGCI. Client will defend, indemnify and hold LGCI harmless from and against any claims, losses, liabilities and damages, including all reasonable attorney's fees, expert fees, and other costs of defense

arising out of or resulting from or in any way related to the unauthorized use of the documents.

15. ELECTRONIC FILES. All documents including drawings, data, plans, specifications, reports or other information recorded on or transmitted as Electronic Files are subject to undetectable alteration, either intentional or unintentional, due to transmission, conversion, media degradation, software error, human alteration or other causes.

a. Electronic Files are provided for convenience and informational purposes only and are not a finished product or Contract Document. The actual signed and sealed hard copy Contract Documents including stamped drawings, together with any addenda or revisions, are and will remain the official copies of all documents. LGCI makes no representation regarding the accuracy or completeness of any accompanying Electronic Files. LGCI may, at its sole discretion, add wording to this effect on electronic file submissions.

b. Client waives any and all claims against LGCI that may result in any way from the use or misuse, unauthorized reuse, alteration, addition to or transfer of the Electronic Files. Client agrees to defend, indemnify and hold harmless LGCI, its officers, directors, employees, agents or subconsultants, from any claims, losses, damages or costs, and costs of defense, which may arise out of the use or misuse, unauthorized reuse, alteration, addition to or transfer of these Electronic Files by client or anyone obtaining them through client.

16. SUSPENSION OF WORK. Client may, at any time, by a 10-day written notice, suspend further work by LGCI.

a. Client will remain fully liable for and will promptly pay LGCI the full amount for all services rendered by LGCI to the date of suspension of services, including all retained billings, if applicable, plus suspension charges. Suspension charges will include the cost of putting documents and analyses in order, personnel and equipment rescheduling, or reassignment adjustments, and all other related costs and charges directly attributable to suspension.

b. If Client fails to pay undisputed invoice amounts within 30 days following invoice date, LGCI may suspend further services, by providing a 10-day written notice to Client until payments are restored to a current basis. In the event LGCI engages counsel to enforce overdue payments, Client will reimburse LGCI for all reasonable attorney's fees and court costs related to enforcement of overdue payments, provided that Client does not have a good faith dispute with the invoice. Client will indemnify and save harmless LGCI from any claim or liability resulting from suspension of the work due to non-current, non-disputed payments.

17. DISPUTE RESOLUTION. Both parties agree to submit any claims, disputes, or controversies arising out of or in relation to the interpretation, application, or enforcement of this Contract to non-binding mediation pursuant to the Rules for Commercial Mediation of the American Arbitration Association, as a condition precedent to litigation or any other form of dispute resolution.



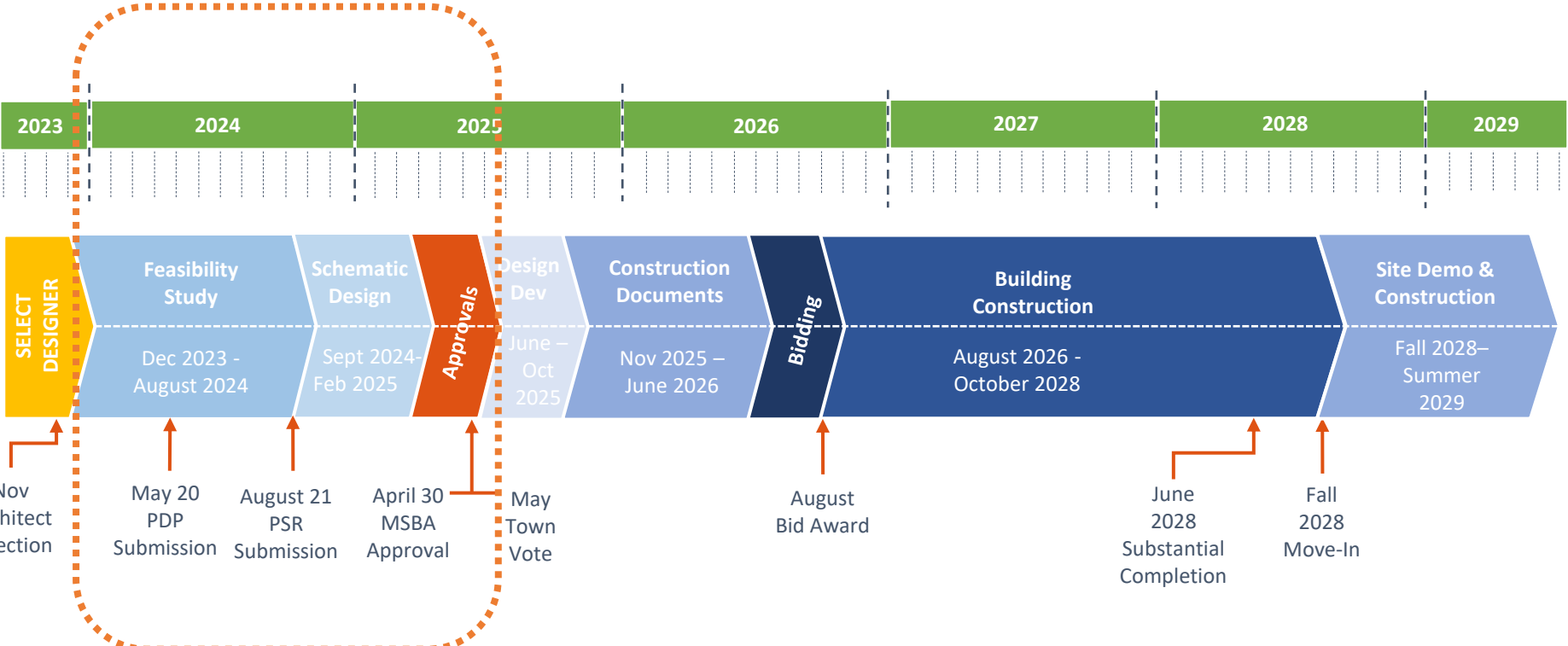
"A PLACE WHERE EVERYONE BELONGS"



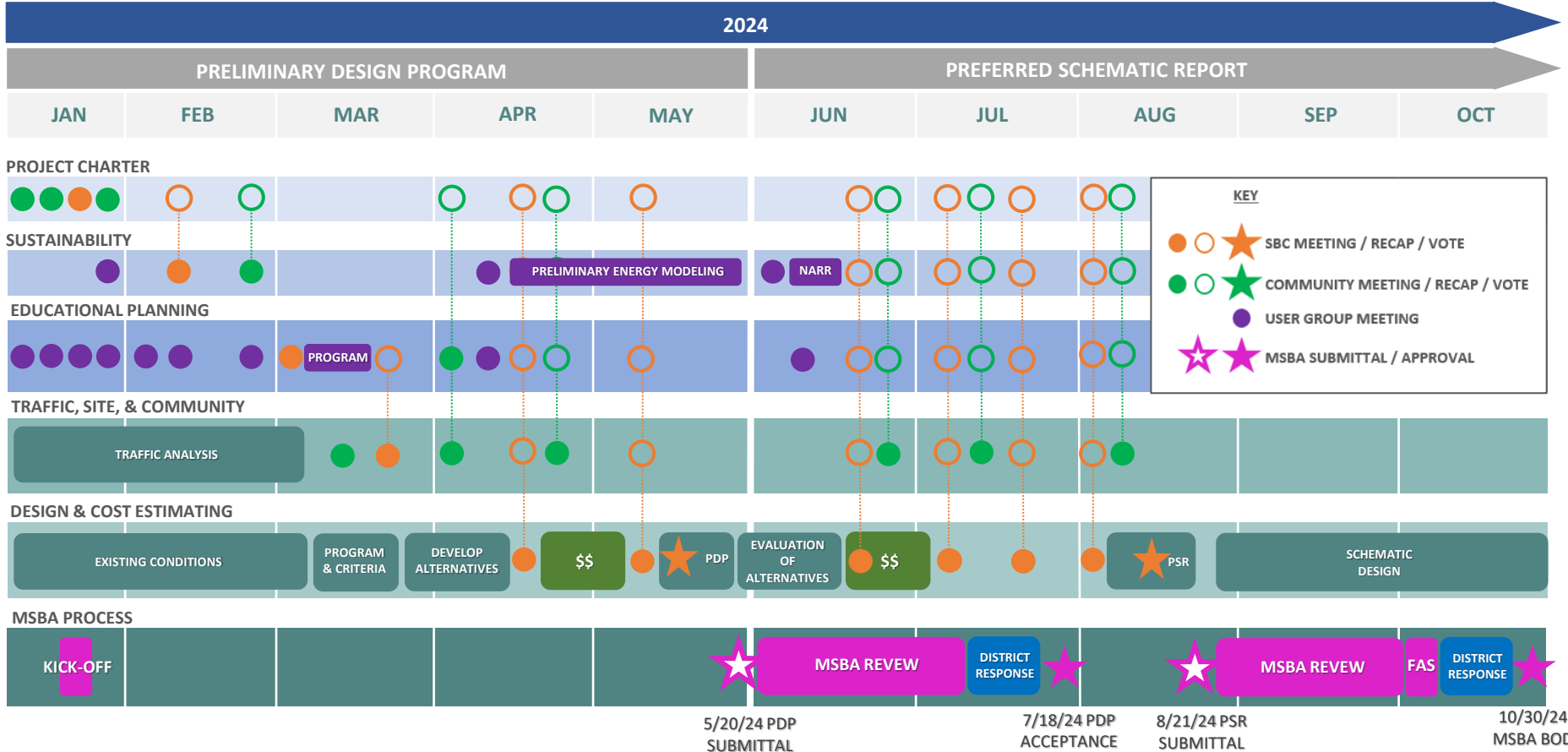
DESIGNER UPDATE

- Developed **Detailed Schedule And Work Plan**
- Developed **Detailed Work Plan For Educational Visioning**
- **Project Charter Workshops** – Jan. 4 (Killam Staff) and Jan. 11 (Community)
- **Signed Amendments for Consultants** - Survey, Traffic, Environmental, Hazardous Materials, Geotechnical
- Engaged **Basic Services Consultants**
- Received **Existing Conditions** Drawings & Documents

PRELIMINARY OVERALL PROJECT SCHEDULE



PRELIMINARY FEASIBILITY STUDY WORK PLAN



KEY

- ○ ★ SBC MEETING / RECAP / VOTE
- ○ ★ COMMUNITY MEETING / RECAP / VOTE
- USER GROUP MEETING
- ★ MSBA SUBMITTAL / APPROVAL

5/20/24 PDP SUBMITTAL 7/18/24 PDP ACCEPTANCE 8/21/24 PSR SUBMITTAL 10/30/24 MSBA BOD

EDUCATIONAL VISIONING WORKPLAN

Meeting/Session	Date, Location	Attendees	Goals/Outcomes
Kick-Off Meeting	Week of Dec. 18	District Leadership Team	<ul style="list-style-type: none"> Identify stakeholder groups and visioning participants Finalize plan for visioning and programming and identify meeting dates General conversation about goals, outcomes of a successful project Introduction to "Program Snapshots" to be done prior to targeted program meetings
Observation Immersion - School Tours 1 full day	1/11 8:00-4:00	Visioning Working Group & additional staff as preferred	<ul style="list-style-type: none"> Observe school environments and examples of teaching and learning to identify ideal precedents for the new or renovated KES; tours ideally include interviews with staff at example schools and conclude with debriefing sessions and surveys
Observation Immersion – shadow day(s) of current school	1/10 8:00-1:00	District Leadership Team & building principal(s)	<ul style="list-style-type: none"> Shadow students and teachers to observe current teaching and learning experiences at KES <ul style="list-style-type: none"> Learning modalities used Teaching methods used Educational pitfalls related to facility constraints
Visioning 1: Initial Listening Session (3 hrs.)	1/18 8:00-11:00 Central Office Conf.	Visioning Working Group	<ul style="list-style-type: none"> Heart mapping goals and priorities Identify values, strengths, and challenges that either help or hinder reaching these goals
Visioning 2: learner profile	1/19 12:10-3:10	Educational Forum	<ul style="list-style-type: none"> Add to mapped priorities and goals as defined in listening session Create learner snapshot of KES students, including academic and social-emotional development Identify how the building might be shaped by child development

EDUCATIONAL VISIONING WORKPLAN

Program Workshop 1 (3 hrs.)	2/2 12:10-3:10 Central Office Conf.	Visioning Working Group	<ul style="list-style-type: none"> Review school tours Review outcomes from Visioning Sessions 1 & 2 Potentially review existing MSBA space summary for KES and begin conversations about potential program changes and/or additions
Visioning 3: Teaching and Learning (3 hrs.)	2/9 12:10-3:10	Educational Forum	<ul style="list-style-type: none"> Identify key characteristics of learner engagement Identify what engaging, authentic teaching and learning and social-emotional wellness looks like at a future KES Identify practices, programs, and procedures for a future KES Identify educational guiding principles
Visioning 4: Space Types, Features, & Adjacencies (3 hrs.)	2/16 12:10-3:10	Educational Forum	<ul style="list-style-type: none"> Define the ideal KES experience through words and images Identify ideal space types, features, and adjacencies Review and respond to precedent school design patterns Develop big picture ideas for specific program areas (i.e., learning community, media, Special Education, admin, etc.)
Program Workshop 2	2/28 12:30-3:30 Central Office Conf.	Visioning Working Group	<ul style="list-style-type: none"> Review proposed MSBA space summary, including Special Education Bubble diagramming exercise to review and revise draft adjacency bubble diagram for KES
Targeted Programming Conversations (45-min. conversations)	Week of March 4 TBD	Educational Content Leaders	<ul style="list-style-type: none"> Review completed "Program Snapshots" with content leaders Identify specific program elements and space needs that will inform the space summary and overall building organization

- Student visioning workshop – meet with students to get their initial ideas on what a school could be (date TBD; could be during PSR if needed)

NEXT STEPS

- Jan. 9 – **MSBA Kickoff**
- Starting Jan. 10 - **Educational Visioning** – Shadowing, School Tours, & Visioning Session
- Jan. 11 – **Community Meeting: Project Charter**
- Week of Jan. 15 – **Existing Conditions Assessments**
- Jan. 22 – **SBC Meeting: Project Charter**
- Week of Jan. 22 – **Community Meeting: Review Project Charter**
- Week of Jan. 23 – **Site Survey**
- ❖ **Executive Leadership Team (ELT) & SBC Meetings Alternating Weeks**



Town of Reading Meeting Minutes

Board - Committee - Commission - Council:

Permanent Building Committee

Killam School Building Committee

Date: 2023-12-04

Time: 7:00 PM

Building: Reading Town Hall

Location: Select Board Meeting Room

Address: 16 Lowell Street

Session: Open Session

Purpose: General Business

Version: Draft

Attendees: **Members - Present:**

Chair Carla Nazzaro, Vice Chair Karen Gately Herrick, John Coote, Kirk McCormick, Ed Ross, Greg Stepler, Nancy Twomey

Members - Not Present:

Sarah McLaughlin, Patrick Tompkins

Others Present:

School Superintendent Thomas Milaschewski (remote), School Finance Director Derek Pinto (remote), Town Manager Fidel Maltez, Colliers Project Director Mike Carroll, Colliers Project Manager Suzanna Yeung, Chief Financial Officer Sharon Angstrom (remote), Facilities Director Joe Huggins (remote), Molly Pike RMLD (remote), Tom Ollila RMLD, Bill Bullock RMLD, Jenni Katajmaki LBA (remote), Leigh Sherwood LBA, David Harris LBA, Scott Reynolds LBA, John Parks (remote)

Minutes Respectfully Submitted By: Jacquelyn LaVerde

Topics of Discussion:

This meeting was held in-person in the Town Hall Select Board Meeting Room and remotely via Zoom.

Chair Carla Nazzaro called the meeting to order at 7:01 pm and reviewed the evening's agenda.

Killam School Building Member Reports

Karen Gately Herrick shared that she sat with Senator Jason Lewis at the Senior Thanksgiving Dinner, where he noted the new MSBA reimbursement rate might be up to 40%, due to changes in the reimbursement formula.

Discuss Results of MSBA Designer Selection Panel

Chair Carla Nazzaro stated that she, School Superintendent Tom Milaschewski, and Town Manager Fidel Maltez, met with the MSBA Designer Selection Panel on November 7th to short list the firms that had submitted bids, and November 21st to hear presentations from Lavallee, Finegold, and Studio G. Lavallee came out as the top choice.

Presentation by LAVALLEE | BRENSINGER ARCHITECTS (LBA)

Representing Lavallee Brensinger Architects (LBA) were Principal-in-Charge Leigh Sherwood, Project Manager Jenni Katajamaki, Project Manager David Harris, and Project Designer Scott Reynolds. Mr. Sherwood noted that the firm also has several experts, including educational and interior experts, landscape architect, educational planner, energy consultant, and MEP engineer.

The team presented a detailed overview of their processes including: engaging with the community to build support for the project, envisioning process, transitioning with the architect, maximizing value for both money and community use, sustainability, path to net zero energy, cost considerations and life-cycle analysis, design process, identifying site logistics, assessing the existing facility, traffic considerations, and schematic and design scheduling.

Vote to Recommend that Town Manager Execute a Contract with LBA

On a motion by Karen Gately Herrick, seconded by Ed Ross, The Killam School Building Committee voted 7-0 to recommend Lavallee Brensinger as the Killam School Building designer of choice per the recommendation of the MSBA Designer Panel.

Discussion on Killam School Building Project Website

Project Director Mike Carroll explained that he contacted some public relations firms to get a menu of options for a project website. Colliers is continuing to reach out to other firms that do just web design. Mr. Carroll also suggested trying to find someone in Town who would be interested in maintaining a website. Karen Gately Herrick noted that the Town's IT dept is small and does not have enough resources to maintain an additional website. Leigh Sherwood noted that often a volunteer within the community steps forward to assist.

Approval of Prior Meeting Minutes

On a motion by Karen Gately Herrick, seconded by Ed Ross, the Killam School Building Committee voted 7-0 to approve the meeting minutes of October 30, 2023 as presented.

Future Agenda Items and Next Meeting Dates

Leigh Sherwood of LBA noted that they plan to begin their work in the next couple of weeks with visioning, facility assessment, and survey, and asked for key contacts to help them get started. Ms. Nazzaro assured him that they will be provided with contact information for whomever they need.

The full Committee agreed to meet on Monday, January 8th.

Mr. Carroll and Mr. Sherwood agreed to provide a list of all working groups for the members to review and discuss at their next meeting.

On a motion by Karen Gately Herrick, seconded by Ed Ross, the Killam School Building Committee voted 7-0 to adjourn at 8:38 pm.