



## Town of Reading Meeting Posting with Agenda

### Board - Committee - Commission - Council:

Permanent Building Committee

Killam School Building Committee

Date: 2024-01-22

Time: 7:00 PM

Building: Reading Town Hall

Location: Select Board Meeting 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 the Select Board Meeting Room of Town Hall and remotely via Zoom:

Join Zoom Meeting

<https://us06web.zoom.us/j/84857893491>

Meeting ID: 848 5789 3491

One tap mobile

+16465588656,,84857893491# US (New York)

+16465189805,,84857893491# 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/j/84857893491>

### **AGENDA:**

- Call to Order
- Public Comment
- KSBC Liaison Reports
- Designer (LBA) Report/Update
  - Updates from last 2 weeks
    - Previous Community Meeting: 1/11 Project Charter
    - ELT School Tours 1/11
    - Killam Observation 1/10

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.



## Town of Reading Meeting Posting with Agenda

- Existing Conditions Assessments 1/17 and 1/19
- Plans for the next 2 weeks
  - Next Community Meeting: Project Charter and Sustainability, tentatively week of 2/26
  - Sustainable Design Workshop, tentatively week of 1/29
  - Educational Visioning Workshops, ongoing
- Reviewing the Project Charter
- Vote of acknowledgement on the Design Team Amendments 01-05 (possible vote)
- Assigning a designee to act on behalf of the KSBC (possible vote)
  - Review requirements
  - Review work flow
- Owner's Project Manager (Colliers) Report
  - Schedule Update
  - Website Update (possible vote)
- Warrant/ Invoices (possible vote)
- Approval of Prior Meeting Minutes
- Future Agenda Items and Next Meeting Dates

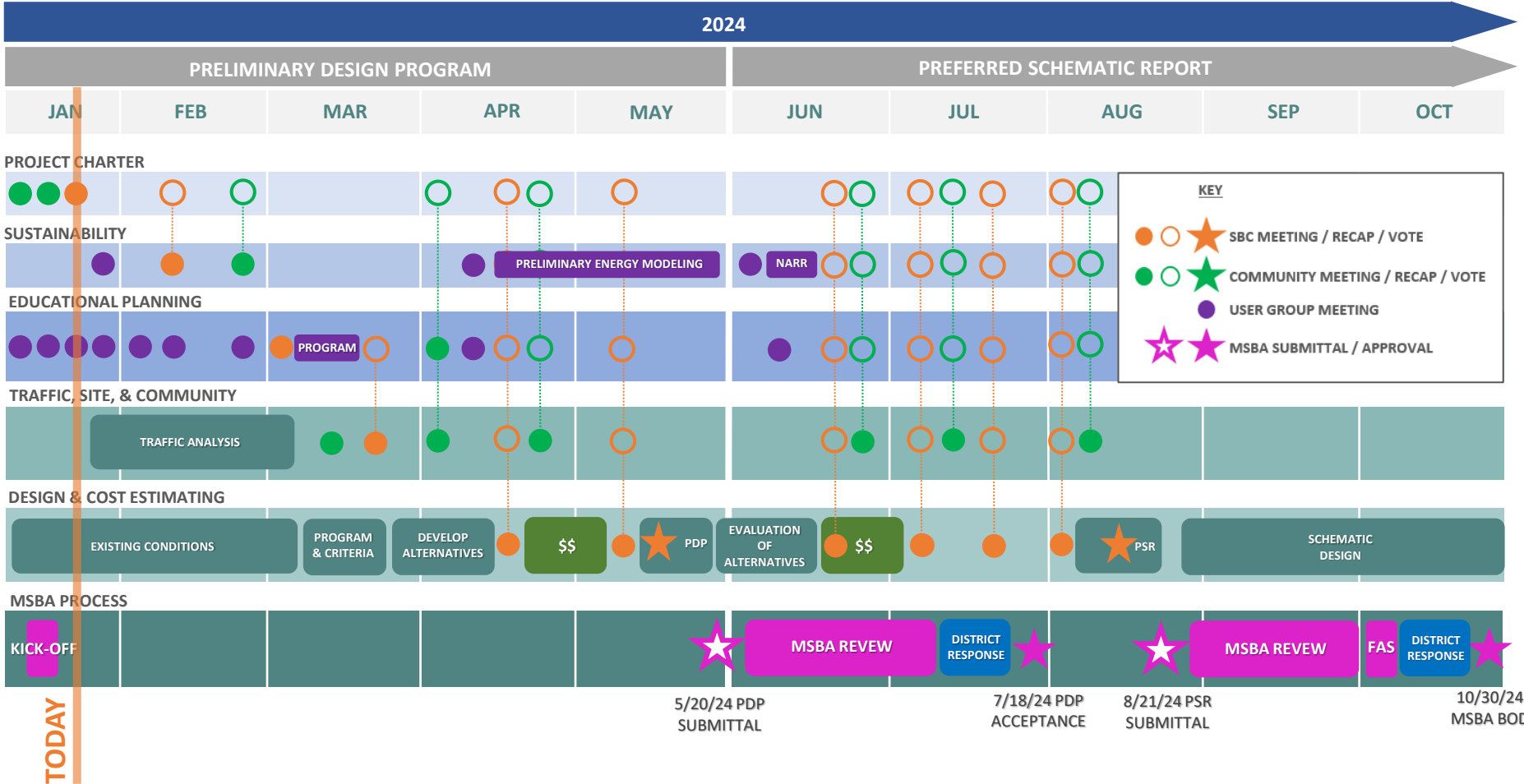
# "A PLACE WHERE EVERYONE BELONGS"



# TASKS COMPLETED

- **MSBA Kickoff**
- **Shadowing** at Killam to Observe Existing School Operations
- **School Tours:**
  - Mindess ES in Ashland
  - Center ES in Tewksbury
  - Smith ES in Danvers
- **Community Meeting:** Project Charter
- **Existing Conditions Assessments** Site Visits
- **Communications Working Group** Kick-off

# PRELIMINARY FEASIBILITY STUDY WORK PLAN



# LIST OF COMMUNITY PRIORITIES *based on Community Meetings, January 2024*

Focus on Education	Community Centered	Realistic Sustainability	Safe and Healthy	'A Sense of Belonging'
<ul style="list-style-type: none"> <li>Grade Level Classroom Pods with Dedicated SPED Spaces</li> <li>Sensory and Calm-Down Space</li> <li>Adequate Storage at Building, Grade and Classroom Levels</li> <li>Educational Technology that is Versatile, Wireless and Efficient</li> <li>Large, Flexible Classrooms</li> <li>Spaces for Grade-level Gathering</li> <li>Common Teacher Planning Offices and Conference Space</li> <li>Spaces that Support Interdisciplinary Programs</li> <li>Maker Space for Hands-on Learning and Science</li> <li>Dedicated Pre-K Space with Separate Entry</li> </ul>	<ul style="list-style-type: none"> <li>Ability to Pass Town Vote</li> <li>AC and systems that Support Year-Round Use</li> <li>Community Use is Secondary to Elementary Programs</li> <li>A Balanced Approach that Considers Cost and Value</li> <li>A Building that Fits and Feels Like a Neighborhood School</li> <li>Large Multipurpose Gym with Bleachers</li> <li>A Cafetorium (possible Auditorium) with AV Systems and Room Darkening</li> <li>Appropriate Parking for Faculty, School, and Events</li> <li>Supports Community Sports and Recreation Programs</li> </ul>	<ul style="list-style-type: none"> <li>All Electric Facility that Aligns with Reading's Initiatives</li> <li>A Climate Resilient Design with Reduced Carbon Footprint</li> <li>Outdoor Learning Spaces for Environmental Science</li> <li>Greenhouse, Nature-Based Playground, WOW Center</li> <li>Dimmable, Warm Lighting with Occupancy Sensors</li> <li>Provide Thermal Comfort and Temperature Control</li> <li>Materials and Products Selected for Ease of Maintenance</li> <li>Building as Model and Teaching Tool for Sustainable Design</li> <li>Healthy Materials and Improved Acoustics in all Spaces</li> </ul>	<ul style="list-style-type: none"> <li>Separate Access Routes for Pedestrians, Cars, and Buses</li> <li>Improved Traffic Flow and Student Safety During and After Construction</li> <li>Safe Student Neighborhood Routes for Walking and Biking</li> <li>Explore Site Access from Charles Street and Onsite Queueing</li> <li>Developmentally Appropriate Shaded Play Areas – Separated from Parking</li> <li>A Safe and Secure Environment with Card Key and Cameras</li> <li>Walking/Activity Path Around the Site with Distance Markers</li> <li>Sufficient ADA Bathrooms (Gender Neutral), Sinks and Water Fill Stations</li> </ul>	<ul style="list-style-type: none"> <li>Retain the Welcoming Killam School and Entrance Feeling</li> <li>Support the View - "Everybody Here likes Each Other"</li> <li>An Open, Colorful, Connected and Universally Accessible Environment</li> <li>A Plan Organization that is Easy to Understand and Navigate</li> <li>Embrace the Core Values framework (TRRFCC) of Trustworthiness, Responsibility, Respect, Fairness, Citizenship and Caring</li> <li>Welcome Space for Boston Resident Students and MLL Multilingual Families and Visitors</li> <li>Student Display and Flexible, Comfortable and Differentiated Furniture</li> </ul>

# DRAFT PROJECT CHARTER

## FOCUS ON EDUCATION

- Design an elementary learning environment with distinct grade-level ‘classroom pods’ that includes large flexible classrooms, common space for gathering and small group rooms – all with integrated technology and adequate storage.
- Encourage hands-on learning with makerspace, designated science areas and a central library that fosters ‘a love of reading’.
- Support inclusive SPED programs with dedicated spaces in each grade that include sensory and calm-down areas.
- Provide common teacher planning offices and conference space that encourages development, interactions, and interdisciplinary programming.
- Create dedicated Pre-K space with separate entry and play, distinct administration, and necessary program support areas.

# DRAFT PROJECT CHARTER

## COMMUNITY CENTERED

- Follow a ‘balanced approach’ that considers cost and value, supports year-round use, and leads to town-wide consensus.
- Design a building that fits in the existing context, feels like a neighborhood school and is first and foremost an elementary school.
- Support community building functions on nights and weekends with a large gym and a multipurpose cafeteria with proper systems that allow flexible use.
- Consider town sports and recreation program use on site and provide adequate parking for faculty, school, and community events.



# DRAFT PROJECT CHARTER

## REALISTIC SUSTAINABILITY:

- Propose an ‘all-electric’, energy efficient facility with a climate resilient design and a reduced carbon footprint that aligns with Reading’s initiatives.
- Consider the building as a ‘model’ for sustainable planning, meeting LEED criteria for lighting, mechanical systems, materials, and acoustics – all selected for ease of maintenance and long-term operating costs.
- Provide natural daylight and views for all occupied spaces, with operable windows and localized controls for thermal comfort and lighting.
- Create a building and site that acts as a ‘teaching tool’ for environmental design, including outdoor classrooms for science, nature-based playgrounds, gardens, a greenhouse, and a newly envisioned WOW Center.

# DRAFT PROJECT CHARTER

## SAFE AND HEALTHY:

- Improve site traffic flow with proper queuing lanes, separate access for cars and buses, and safe student routes for student walkers and bikes – both during and after construction.
- Develop a safe site with play areas that are appropriately fenced, shaded, connected with activity pathways, and clearly separated from parking.
- Create a secure school environment with entry vestibule, monitored card-key entry systems, camera supervision and necessary provisions for lockdown and active shooter events.
- Support a healthy school population with sufficient ADA ‘gender neutral’ bathrooms that are correctly located, with wash sink and water fill stations dispersed throughout.

# DRAFT PROJECT CHARTER

## **‘A SENSE OF BELONGING’**

- Retain the warm feeling of the existing Killam School with a welcoming entry, universally accessible environment, and a plan organization that is easy to understand and navigate.
- Support of the sense that “Everybody here likes each other” with open, visually connected spaces filled with flexible furniture, colorful materials, and display of student work.
- Create welcoming lounge areas for Boston resident students of all ages, multilingual learner (MLL) families and for all visiting parents, volunteers, and newcomers.
- Embrace the Core Values framework (TRRFCC) of Trustworthiness, Responsibility, Respect, Fairness, Citizenship and Caring.

# NEXT STEPS

- **Next SBC Meeting: Feb. 12 – Sustainability Goals & Priorities**
- **Jan. 24 – Educational Program Kick-Off**
- **Week of Jan. 29 - Sustainability Working Group Kick-Off**
- **Week of Jan. 23 – Site Survey**
- **Feb. 2 – Educational Visioning Workshops begin**
- **Week of Feb. 5 - Traffic Study**
- ❖ **Executive Leadership Team (ELT) & SBC Meetings Alternating Weeks**

# 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](mailto:fmaltez@ci.reading.ma.us)

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

Dear Fidel,

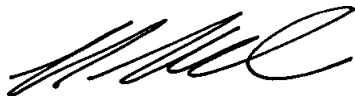
Please find attached Amendment No. 1 to the Owner-Architect Contract. This Amendment includes Additional Services for:

- 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 12<sup>th</sup> 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:

<b>Fee for Basic Services:</b>	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>
<b>Total Fee</b>	<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](http://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

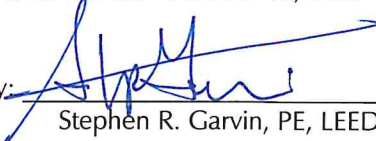
LAVALLEE | BRENSINGER ARCHITECTS

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**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**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**

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

**COPIED**

Sent: 12/23/2023 8:11:58 AM

**Electronic Record and Signature Disclosure:**  
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jenni.katajamaki@lbpa.com  
 Security Level: Email, Account Authentication (None)

**COPIED**

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

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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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Sent: 12/23/2023 8:11:58 AM

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

**COPIED**

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

**COPIED**

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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Envelope Sent	Hashed/Encrypted	12/23/2023 8:01:23 AM
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](mailto:fmaltez@ci.reading.ma.us)

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

Dear Fidel,

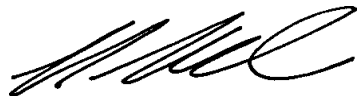
Please find attached Amendment No. 2 to the Owner-Architect Contract. This Amendment includes Additional Services for:

- 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 12<sup>th</sup> 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:

<b>Fee for Basic Services:</b>	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>
<b>Total Fee</b>	<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 Drobot, 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
<b>00001 Feasibility Study</b>	<b>\$29,800</b>	<b>Lump Sum</b>
a) Preliminary Design Program (PDP)	\$15,700	
b) Preferred Schematic Report (PSR)	\$14,100	
<b>00002 Schematic Design</b>	<b>\$66,300</b>	<b>Lump Sum</b>
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	
<b>00003 Meetings</b>	<b>\$13,400</b>	<b>Hourly</b>
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	
<b>TOTAL</b>	<b>\$109,500</b>	

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](mailto:fmaltez@ci.reading.ma.us)

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

Dear Fidel,

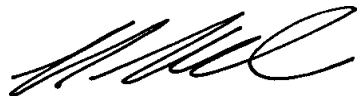
Please find attached Amendment No. 3 to the Owner-Architect Contract. This Amendment includes Additional Services for:

- 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 12<sup>th</sup> 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:

<b>Fee for Basic Services:</b>	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>
<b>Total Fee</b>	<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 \_\_\_\_\_

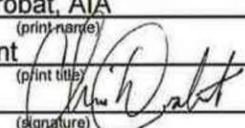
DocuSign  
Signed by:  
By Fidel Maltez  
48E5E819-05...

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



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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](mailto: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 12<sup>th</sup> 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:

<b>Fee for Basic Services:</b>	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>
<b>Total Fee</b>	<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**

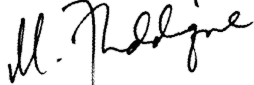
- (a) We have assumed that all existing site information will be made available.
- (b) We have assumed that any previous studies conducted on the site will be made available.
- (c) We have assumed that access to the site will be provided by the client.

**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](mailto:fmaltez@ci.reading.ma.us)

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

Dear Fidel,

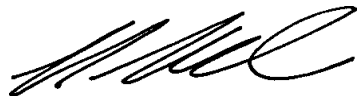
Please find attached Amendment No. 5 to the Owner-Architect Contract. This Amendment includes Additional Services for:

- 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 12<sup>th</sup> 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:

<b>Fee for Basic Services:</b>	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>
<b>Total Fee</b>	<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, 9<sup>th</sup> 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  
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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.

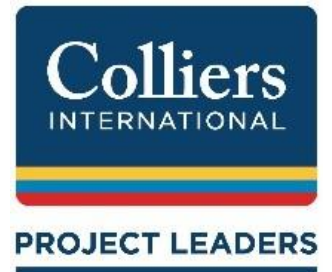
a. Client will remain fully liable for and will promptly pay LGCI the full amount for all services rendered by LGCI to the date of suspension of services, including all retained billings, if applicable, plus suspension charges. Suspension charges will include the cost of putting documents and analyses 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.

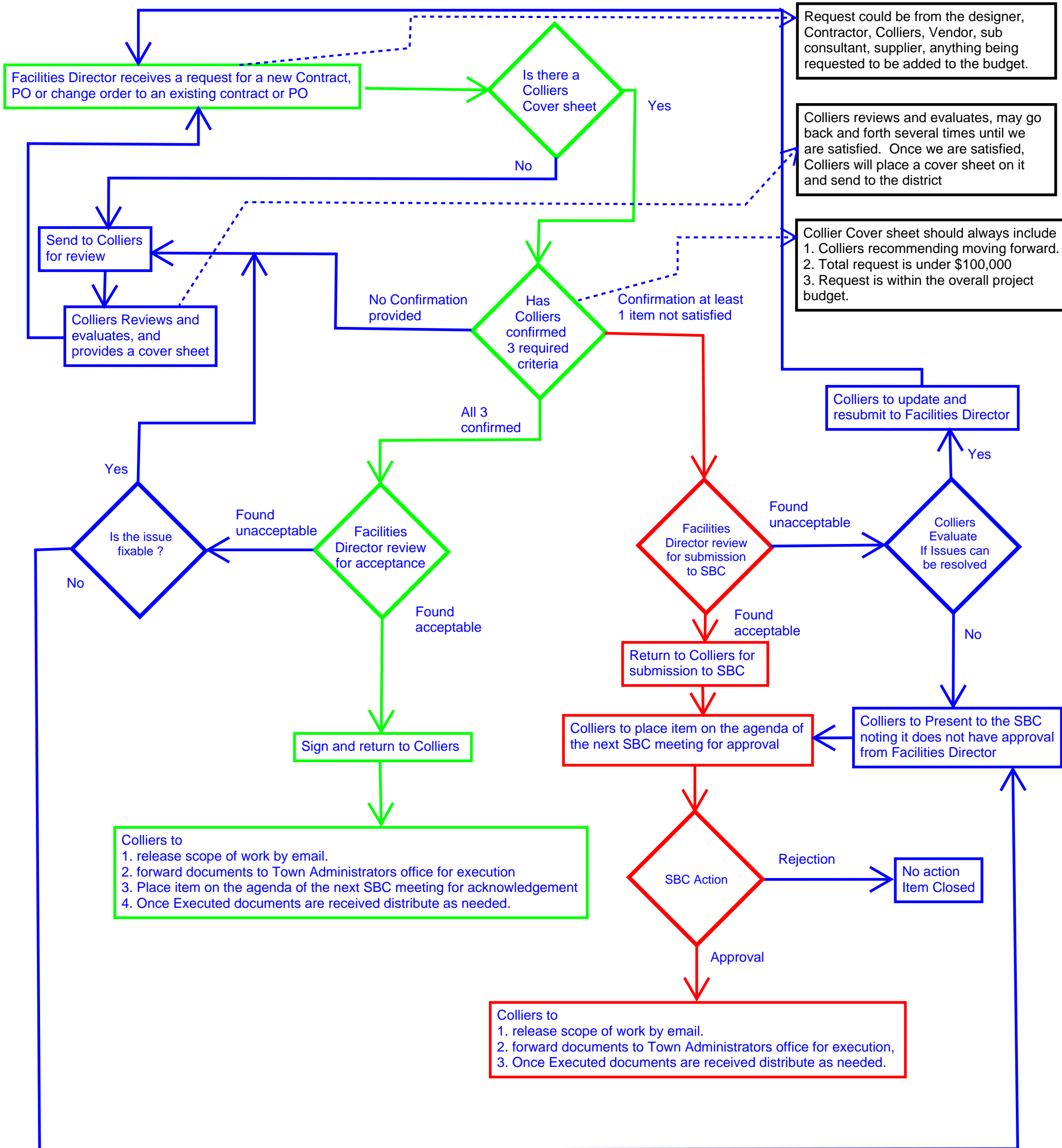
**17. DISPUTE RESOLUTION.** Both parties agree to submit any claims, disputes, or controversies arising out of or in relation to the interpretation, application, or enforcement of this Contract to non-binding mediation pursuant to the Rules for Commercial Mediation of the American Arbitration Association,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







## Contract, PO & Change Order Process



The Green Path is the typical path for all Contracts/PO/ Change Orders under \$100,000  
The Green to Red Path is the typical path for all Contracts/PO/ Change Orders over \$100,000  
The Blue Paths are to cover all other possibilities.





**Boston**  
WEB DESIGNERS

Proposal for Web Design and Marketing For  
**Colliers Engineering & Design**

January 7, 2024

January 7, 2024

Suzanna Yeung  
Colliers Engineering & Design  
101 Crawfords Corner Road, Suite 3400  
Holmdel, NJ 07733  
(617) 640-9982

Dear Suzanna,

MBA Team, Inc. is excited to present our proposal for the design and development of a public-facing website aimed at educating the residents of Reading, MA about the Killam Elementary School building project. As a full-service digital agency, our expertise in Web Development, Hosting, and Consulting makes us ideally suited to meet your objectives.

Our Offerings Include:

- Web Design and Development
- E-commerce Solutions and Hosting
- Security Consulting
- Project Management and Testing
- Graphic Design Services
- Animation and Multimedia Presentations
- SEO and Internet Marketing
- Professional Writing Services
- Social Media Marketing
- Promotions & Public Relations
- Video Production

With extensive experience across diverse industries such as utilities, technology, manufacturing, financial services, education, nonprofit, arts, entertainment, and healthcare, our team is well-equipped to handle projects of varying complexity. Our expertise extends from large-scale systems development and integration to comprehensive marketing services, including search engine optimization, social media management, and public relations.

Our capabilities extend beyond mere website creation. We are committed to collaborating closely with you to develop a strategic plan for the website, ensuring our solutions are aligned with your vision and objectives. At MBA Team, Inc., we take pride in our ability to offer personalized attention and services. Our goal is to amplify brand excitement, awareness, and credibility for your organization, enhancing the impact of the Killam Elementary School project without overextending your resources.

Thank you for considering our proposal. We are enthusiastic about the opportunity to contribute to the success of the Killam Elementary School project and look forward to the possibility of working together.

Respectfully,

James Kennedy

President

MBA Team, Inc.

## INTRODUCTION

The following document proposes various web design and development activities for Colliers Engineering & Design. The document details the project overview, initial objectives, deliverables, development tools, and a summary of the budget. Also enclosed is an outline of our proposed services, cost estimates, proposed schedule, MBA Team, Inc.'s sales/after-sales policies, in-house quality policies, suggested tools & technologies, and finally MBA Team, Inc.'s credentials.

## INTRODUCTION TO MBA TEAM

MBA Team, Inc. was founded to strategically help identify and build your brand, improve your global web presence, and create a buzz about your services. To ensure that we meet all our clients varied needs, we have two divisions.

**Boston Web Designers** will create the perfect global showcase for your organization and continue to enhance it online through the latest leading-edge technology. We specialize in accessible website design, development and e-marketing solutions.

**MBA Team, Inc.** provides you with a group of talented professionals to partner with you early in the process to provide you with professional expertise in branding or rebranding, logo and collateral design and writing. Once you are ready for your launch, we offer both traditional and Internet public relations, advertising and marketing services to provide you with a very visible business presence.

### ***Why MBA Team, Inc.***

MBA Team has extensive web design and marketing experience. Our clients include:

#### **Utility and Power**

- Honeywell
- Baltimore Gas and Electric Company
- Pascoag Utility District
- Build It Green
- Pacific Gas & Electric Company
- Con Edison
- American Electric Power

#### **Institutions**

- MIT
- Harvard Law School
- Simmons College
- Harvard Medical School
- Northeastern University
- Texas A&M Univ. School of Law
- Boston College

## OUR APPROACH TO WEB DEVELOPMENT

Our team combines strong business, marketing and technical expertise, with extensive experience in testing and project management to ensure that you have a successful product. Our involvement means that the final deliverable is well designed, well documented and fully functional. After the project is completed our team can also assist you with the creation and execution of a strategic marketing plan to maximize the ROI of your investment.

## DOCUMENTATION

Gathering good requirements up front saves everyone time and money and improves the overall quality of the solution. We are committed to making sure the final solution meets all your needs. It is critical to discover and document those needs before you start, rather than being forced to retrofit missed requirements into the solution after the fact. We will work with you to create specific documentation of business functionality requirements and a design to ensure a mutual understanding of the design required before the coding phase begins. This approach will confirm

our understanding of your objectives and streamline development by minimizing change orders and recoding.

### OUR COMMITMENT TO YOUR SUCCESS

Our team will ensure the success of your Web site by following these design guidelines:

**Reviewing and testing your Web site in the major browsers:** The site shall be compatible with current Windows and Macintosh platforms and current versions of Mozilla, Opera, Safari, Edge, and Chrome browsers.

**Optimizing your site for various screen resolutions:** We test our designs make sure your pages are responsive and formatted for the most popular mobile devices including phone and tablets. This will make it possible for users to view your website without zooming and panning.

**Ease of Navigation:** Navigation is one of the key components of a successful Web site design. Visitors that use your site should be able to find exactly what they are looking for without extensive searching and wasted time.

**Aesthetically pleasing:** We can follow your organization's current style specifications including colors, font treatment, and logo usage or can recommend an entirely new Brand image for the organization. We also understand that key word frequency on a Web site is critical in search engine optimization while the artistic use of empty space and images is a critical factor in creating an aesthetically pleasing Web site. We understand that the key is to strike an appropriate balance between basic graphic design principals and business functionality.

### MANAGING YOUR PROJECT

#### **James Kennedy – MBA Team, Technical Director**

James will provide technical direction and consultation for Colliers Engineering & Design. He is a graduate of Bentley University School of Business with an MBA and has extensive experience in systems design and development. He is also founder and president of MBA Team, Inc., where he has served as the visionary behind the company's marketing strategy and value building methodology. Actively involved with clients, James has planned and executed successful marketing campaigns for numerous corporate and institutional clients. Before founding MBA Team, Inc., James established his reputation as a marketing and sales expert in both high tech and management consulting environments.

James is President and Founder of the Littleton Business Association and is an active Rotarian assisting both local and international non-profits with both fundraising and charitable giving.

#### **Jamie Kennedy – Director of Operations**

Jamie leads our Operations team to ensure every project is delivered on time, on spec and on budget. Versed in defining, managing, and delivering point solutions, complex programs, and everything in between; she has turned dreams into reality for customers in consumer products, medical devices, social technology and more. She has expertise in user engagement, identity management, product development, product launch, and project management. An avid learner, Jamie delves into the target market and transforms analysis into action. With a BA in International Cultures and Economies from Bentley University, she is always looking for process and quality improvement, and is an early adopter of technology solutions. Jamie brings over two decades of multinational experience to the MBA Team family.

## PROJECT OVERVIEW

Colliers Engineering & Design is in the process of collecting quotes to design a website for the Killam Elementary School Building project. MBA Team was asked to provide a quote for helping with this project.

The following are project specifications gathered from discussions with Colliers Engineering & Design.

### Colliers Engineering & Design Website Requirements

**Domain Name:** KillamElementary.org

**Description:** Designed to educate and engage Reading, MA residents and voters, this website focuses on the Killam Elementary School building project. It features a clean, contemporary design with intuitive navigation. Optimized for search engines, the site aims to reach a wide audience. The following features will also be needed to ensure for a successful project:

- **Logo and Branding:** Develop a logo that reflects the educational and community-oriented nature of the Killam Elementary School project. The branding will use welcoming and accessible colors and designs, ensuring it appeals to a wide demographic, including families and residents. This branding will be consistently applied across the website and all digital materials.
- **Social Media Setup and Branding:** Establish social media profiles (Facebook, Twitter and Instagram) for the project. These profiles will maintain the look and feel of the main website to ensure a seamless user experience. Content shared will focus on educational aspects, benefits to the community, and project updates.
- **Unified Online Presence:** Strive for a cohesive online presence where the website, social media, and any digital outreach materials share a common design language, messaging themes, and overall ethos. This unity strengthens the project's credibility and aids in building a trusted and recognizable brand.

### Project Goals:

**Inform the Community:** Our primary goal is to offer comprehensive, unbiased information about the Killam Elementary School building project to the residents of Reading, MA. This will involve:

- **Balanced Project Overview:** Provide a detailed and objective overview of the project, including its scope, timelines, design plans, and objectives. Emphasize presenting facts to enable residents to form their own opinions.
- **State vs. Local Funding Insights:** Clearly explain the financial aspects of the project, particularly focusing on how state and local funding mechanisms in Massachusetts will be utilized. Include information on any grants, state aid, or other financial resources that are part of the funding model.
- **Budgetary Options and Considerations:** Present the various budgetary options and financial models that have been considered for the project. This includes referencing the options already mentioned on the Reading town website, giving a comprehensive view of the financial planning involved.
- **Regular and Neutral Updates:** Offer unbiased updates on the project's progress, ensuring the community is kept informed about developments without swaying opinions.
- **Visual and Educational Materials:** Use neutral, informative visuals and multimedia to explain different aspects of the project. This could include diagrams showing different proposed layouts, budget breakdowns, and potential impacts on the community.
- **FAQ and Community Feedback:** Address common questions in an FAQ section, providing straightforward answers. Also, include a feature for community members to submit their questions or concerns, promoting transparency and open communication.

- **Diverse Perspectives:** Feature a range of viewpoints from various community stakeholders, including educators, students, parents, local officials, and residents, to provide a well-rounded perspective on the project.

By delivering balanced and comprehensive information in this manner, we aim to ensure that the residents of Reading, MA, are well-informed about all aspects of the Killam Elementary School building project, enabling them to make an educated decision based on a full understanding of the project's implications, financial aspects, and community impact.

#### **Proposed Content:**

- **Home Page:** Neutral introduction to the Killam Elementary School building project.
- **About Page:** Detailed information about the project's background, aims, and current status.
- **News & Updates:** Regular updates and reports on the project's progress.
- **Impacts and Considerations Page:** Balanced overview of the project's potential impacts and considerations.
- **FAQ Section:** Comprehensive answers to a wide range of questions about the project.
- **Contact Page:** Contact form and essential information for the project team.

#### **Navigation and Features:**

- **Streamlined Navigation Bar:** Easy access to all major sections.
- **Social Media Links:** Integration with social networks for wider reach.
- **Efficient Contact Form:** Facilitates communication between the team and Reading residents.

#### **Create an Attractive Design and Brand**

Our bespoke design process is key to our success and client satisfaction. We offer you the choice between two distinct, creatively inspired design options for both your logo and the website's overall theme. Once you've selected your preferred design, we will fine-tune it through up to five rounds of revisions, ensuring every detail aligns with your vision. Following the perfection of your homepage and logo, we proceed to develop up to seven internal page templates. These templates will be crafted to seamlessly align with your chosen design theme, guaranteeing a cohesive and professional look across your website.

#### **WordPress Content Management System**

**Set up and Customize WordPress:** The website needs a system for content management that is easy to use and allows for adding and revising content including video, pdf files, text and images. Colliers Engineering & Design will benefit from a content management system (CMS) that allows the organization to use in-house resources to maintain their website easily over time without knowledge of HTML or programming languages. We recommend WordPress as it can ensure that the presentation can be easily updated without tampering with the program logic allowing you to maintain a consistent look and feel if your web pages while making it easier to update your website. The website administrators and editors can log on to a secure area of the website and shall be able to manipulate the website content. The content may include text, images, documents, or any other conceivable media. The content can be updated from just about any computer having Internet access and a browser.

#### **Content Responsibility**

Colliers Engineering & Design will be responsible for providing all necessary website content and specific requirements. Our proposal, as detailed below, focuses exclusively on web design, logo



design, and social media setup. Please note, content creation is not included within the scope of our services. Should the need for new content arise, MBA Team is prepared to assist based on our standard rates and as per the requirements specified in this contract.

### Scope of Work and Fees

Our fee, as outlined below, is estimated based on the defined Scope of Work, encompassing the design and implementation of the website. It is important to clarify that our services are specifically confined to:

- Web Design
- Logo Design
- Social Media Account Setup, integration, and Initial Branding

The following services are NOT included within this scope:

- Video Production and Scriptwriting
- Social media management and user engagement
- Mobile App Development and Maintenance
- Photography Services
- Creation of Custom Artwork (e.g., Charts, Graphs)
- Design of Offline Materials (e.g., Brochures, Cut Sheets)
- Content Writing and Editing
- Licensing of Photo Stock or third party plugins
- Custom Programming and Plugin Development
- Extensive Animation
- Acquisition and Integration of Third-Party Software and Plugins
- Systems Integration and Programming not explicitly mentioned in this proposal.

This delineation ensures a focused approach, aligning our expertise with your specific needs, while maintaining clarity and transparency regarding our service boundaries.

• <b>Web Design</b>	\$3,000.00
• <b>Logo Design</b>	\$500.00
• <b>WordPress Setup and Front-End Coding</b>	\$2,000.00
• <b>3 hours of CMS training and consulting</b>	<b>Included</b>

**Total Cost for Website design, WordPress** **\$5, 500.00**

**Website Hosting** \$25 Per month

**Managed WordPress Security and Plugin Updates (optional)** \$50 Per month

Managed updates include a dedicated support team that manages your WordPress updates on a staging environment to ensure maximum uptime and the best security possible. The website will be set to automatic updates if this service is not enabled.

### Optional Social Media Integration

<b>Social Media Setup branding and integration</b>	\$1,000.00
<b>Estimated costs for plugins</b>	\$200/Year
<b>Creating and Editing Content</b>	\$150/hour

## PAYMENT TERMS

We require 50% in advance to start work, 25% on client approval of the home page design and the final 25% upon website launch.

### **Annual Support Contracts**

MBA Team provides annual maintenance and support contracts that allow you to maintain your website over time. This includes CMS training, updating security and programming logic for your website to maintain industry standards, compliance and compatibility with future devices, browsers and operating system upgrades. We will work with your internal support staff to identify your unique business requirements based on the availability of internal technical resources. Our hourly rates range from \$150 - \$200 per hour depending on the task and skills required.

The following are support contracts that are recommended:

12 hours of support for content and design updates	\$150/hour X 12	<b>\$1800.00</b>
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### MBATEAM, INC. TERMS AND CONDITIONS

All content for the project to be provided by the client. We will assist with the procurement and selection of professional photo stock for the Web site however the costs and actual licensing of photo stock is the responsibility of the client and is not included in this proposal.

All business requirements must be clearly specified in this proposal to be included in the scope of work for this project. If you have additional requirements, please provide them so we can budget both time and resources for them in our proposal.

Work that is out of the scope of this agreement will be billed at our standard rates and shall be based on resources allocated and project requirements. Completion of the work will then be carried out within the proposed schedule. This will be dependent on the provision of content/information for the project by the client. Failure by Client to provide content/information promptly will result in the project deadline being re-scheduled.

The estimates provided in the proposal are based on the requirements specified in the document. Any change in the requirements or delays in communication will have a direct impact on the cost of the project. A valid cancellation will take place if the same is communicated in writing (with authorized signature of Client) and is mutually agreed upon or full and final payment having been received by MBA Team with respect to project.

On the agreed completion date or milestone the client will be invoiced for the agreed fees as detailed in the Proposal.

In case any invoice is overdue for more than 30 days, MBA Team reserves the right to stop all MBA Team, Inc. services including but not limited to: Web site hosting, Web design, graphic design, writing, printing and Marketing related services without any further communication.

After full payment has been received the client will be provided with FTP access to the Web site and all source code upon request.

MBA Team, Inc. sends all invoices on email only and all invoices are due on presentation.

Web sites are designed and tested in most major browsers at the time the Web site is developed, however client agrees not to hold MBA Team, Inc responsible for testing and Web site performance in browser versions that are released after this document is signed. This contract does not include support for upgrades and major revisions to the code due to changes to the external environment that the website resides. Our hosting services will include technology both hardware and software needed to run the website and we will run security upgrades to this software at no additional cost to you. Note that there are times when changes to browsers and operating systems, third party software, hardware and interfaces may cause the website to need periodic upgrades. These upgrades will not be covered under this contract and will be billed at our standard hourly rates on an as needed basis.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. To the maximum extent permitted by applicable law, in no event shall MBA Team, Inc. be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use or inability to use Web sites and/ or software created and/or resold by MBA Team, Inc; even if MBA Team, Inc has been advised of the possibility of such damages.

## CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made and entered into as of January 7, 2024 by and between Colliers Engineering & Design ("Company"), and MBA Team, Inc. ("Consultant"). The Company desires to retain the Consultant as an independent contractor to perform consulting services for the Company and Consultant is willing to perform such services, on terms set forth more fully above. In consideration of the mutual promises contained herein, the parties agree as follows:

### Services and Compensation

This contract includes all of the above stated scope of services.

### Confidentiality

(a) "Confidential Information" means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed by either party either directly or indirectly in writing, orally or by drawings or inspection of parts or equipment.

(b) Consultant will not, during or subsequent to the term of this Agreement, use the Company's Confidential Information for any purpose whatsoever other than the performance of the terms of this contract or disclose one another's Confidential Information to any third party, and it is understood that said Confidential Information shall remain the sole property of Company. Consultant further agrees to take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information. Confidential Information does not include information which (i) is known at the time of disclosure as evidenced by written records, (ii) has become publicly known and made generally available through no wrongful act of Consultant, or (iii) has been rightfully received by Consultant from a third party who is authorized to make such

disclosure.

(c) Upon the termination of this Agreement, or upon Company's earlier request, Consultant will deliver to Company all of the Company's property or Confidential Information in tangible form that Consultant may have in Consultant's possession or control.

#### Ownership

(a) Consultant agrees that all copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries and trade secrets (collectively, "Inventions") conceived, made or discovered by Consultant, solely or in collaboration with others, during the period of this Agreement which relate in any manner to the business of the Company that Consultant may be directed to undertake, investigate or experiment with, or which Consultant may become associated with in work, investigation or experimentation in the line of business of Company in performing the Services hereunder, are the sole property of the Company. In addition, any Inventions which constitute copyrightable subject matter shall be considered "works made for hire" as that term is defined in the United States Copyright Act. Consultant further agrees to assign (or cause to be assigned) and does hereby assign fully to the Company all such Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto.

(b) Consultant agrees to assist Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. Consultant further agrees that Consultant's obligation to execute or cause to be executed, when it is in Consultant's power to do so, any such instrument or papers shall continue after the termination of this Agreement.

(c) Consultant agrees that if in the course of performing the Services, Consultant incorporates into any Invention developed hereunder any invention, improvement, development, concept, discovery or other proprietary information owned by Consultant or in which Consultant has an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free perpetual irrevocable, worldwide license.

(d) If Consultant is unable because of Consultant's unavailability, dissolution, mental or physical incapacity, or for any other reason, to provide a signature to apply for or to pursue any application for any United States or foreign patents or mask work or copyright registrations covering the Inventions assigned to the Company above, then Consultant hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Consultant's agent and attorney in fact, to act for and in Consultant's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyright and mask work registrations thereon with the same legal force and effect as if executed by Consultant.

#### Conflicting Obligations

Consultant certifies that Consultant has no outstanding agreement or obligations that is in conflict with any of the provisions of this Agreement, or that would preclude Consultant from complying

with the provisions hereof, and further certifies that Consultant will not enter into any such conflicting Agreement during the term of this Agreement.

#### Term and Termination

- (a) This Agreement will commence on the date first written above and will continue until final completion of the Services or termination as provided below.
- (b) The Company may terminate this Agreement immediately and without cause upon written notice thereof to Consultant. Any such notice shall be addressed to Consultant at the address shown below or such other address as either party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested. The Company may terminate this Agreement immediately and without prior notice if Consultant refuses to or is unable to perform the Services or is in breach of any material provision of this Agreement.
- (c) Upon such termination, all rights and duties of the parties toward each other shall cease except: (i) that the Company shall be obliged to pay, within thirty-five (35) days of the effective date of termination, all amounts owing to Consultant for unpaid Services and related expenses, if any, in accordance with the provisions of Section 1 (Services and Compensation) hereof; unless amount of work is in dispute, in which case Company will pay an amount equivalent to the ratio of calendar days divided by total days in the contract, and (ii) Sections 2 (Confidentiality), 3 (Ownership) and 8 (Independent Contractor) shall survive termination of this Agreement.

#### Assignment

Neither this Agreement nor any right hereunder or interest herein may be assigned or transferred by Consultant without the express written consent of the Company.

#### Independent Contractor

Nothing in this Agreement shall in any way be construed to constitute Consultant as an agent, employee or representative of the Company, but Consultant shall perform the Services hereunder as an independent contractor. Consultant acknowledges and agrees that Consultant is obligated to report as income all compensation received by Consultant pursuant to this Agreement, and Consultant agrees to indemnify the Company and hold it harmless to the extent of any obligation imposed on Company (i) to pay in withholding taxes or similar items or (ii) resulting from Consultant's being determined not to be an independent contractor.

#### Arbitration and Equitable Relief

The Company and Consultant agree that any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, shall be settled by arbitration to be held in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court of competent jurisdiction. The Company and Consultant shall each pay one-half of the costs and expenses of such arbitration, and each shall separately pay its respective counsel fees and expenses.

#### Governing Law

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts

Entire Agreement

This Agreement is the entire agreement of the parties and supersedes any prior agreements between them with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

COMPANY

Colliers Engineering & Design

By: \_\_\_\_\_  
Colliers Engineering & Design  
101 Crawfords Corner Road, Suite 3400  
Holmdel, NJ 07733  
(617) 640-9982

CONSULTANT

MBA Team

By: \_\_\_\_\_  
Name: James Kennedy  
Title: President  
24 School Street, 2nd Floor  
Boston, MA 02108

Corporate Head Quarters

MBA Team, Inc.  
50 Gilson Road  
Littleton, MA 01460  
(978) 851-9077

# Reading J. Warren Killam Elementary

**Created by:**

**Greg Mandile**  
**Mandile Web Design**

**781-307-3790**

**greg@mandilewebdesign.com**

**403 Crescent St #5 Waltham MA 02453**

***MandileWebDesign.com***

**Prepared for:**

**Suzanna Yeung, MCPPO**  
**Colliers Engineering & Design Reading**  
**Elementary School**

**617 640 9982**

**suzanna.yeung@collierseng.com**

***Offer Valid Until***

***February 8, 2024***

***After Expiration Date A Revised Quote may be needed***

# Project Overview

The following proposal is to develop the following:

- Informational website for the Town of Reading new Elementary School
- Features the ability to upload documents, images, audio and video
- ADA Compliant
- Social Media Option
- Website hosting and SSL

## Website Platform

The website will be built with WordPress, using a custom built, in-house template that features Elementor, which is very easy to update and maintain.

## Social Media Plan

Adding social media to the project will help create awareness for the project with targeted posts and ads to users in the targeted demographics.

## Website Investment

Service	Description	Investment
Website Design	Custom Design	\$800
Website Development	Word Press Build/Installation	\$1500
	Custom Post Types and templates for handling uploads of various media types	\$950



Service	Description	Investment
ADA Compliance	The Americans with Disabilities Act (ADA) Standards for Accessible Design. It means that all electronic information and technology, such as websites, must be accessible to people with disabilities.	\$700
<b>Website Total Investment:</b>		<b>\$3950</b>

#### Website Training:

Training via video call or documentation included for the life of the agreement.

## Website Hosting

Service	Total Investment
<b>Website Hosting and SSL Certificate</b> Regular Monthly Hosting and SSL Rate:	\$42/mo.

## Website Maintenance

Service	Total Investment
<b>Monthly Maintenance</b> 15% discount, invoiced monthly - starts at 3 hours a month, can bundle any amount	\$80.75/hr.
<b>Hourly Maintenance</b> Invoiced per hour, due bi-weekly	\$95/hr.

# Social Media

Service	Total Investment
<p><b>Facebook &amp; Instagram</b></p> <ul style="list-style-type: none"><li>- 4 Unique posts per week</li><li>- Captions, graphics &amp; scheduling</li><li>- 1 Hour outbound engagement per week <i>(includes heavy engagement local FB groups and other local pages - chamber of commerce, town pages, community centers, etc.)</i></li><li>- Creation and monitoring of ongoing ad campaign <i>(targeting Reading residents with an interest in public affairs and have elementary school children)</i></li><li>- Monthly analytics report</li><li>- Hashtags &amp; Research</li></ul>	<p><b>\$750/mo.</b></p>
<p><b>Recommended ad spend</b></p> <p>\$5 to \$10 per day. Along with everything else outlined in the Lite Package (hashtag research etc.). Attached.</p>	<p><b>\$5-10/day</b></p>

# Additional Services Available

## Logo Creation

If you need a new logo or an update to a current logo, we offer logo creation.

## Google Business Listing

Mandile Web Design can create, edit or optimize your Google Business Listing.

## Website Content

Content creation for your service pages, about section, homepage, blogging, or any other website section.

## Search Engine Optimization

Mandile Web Design can develop an SEO plan to optimize your Google search results.

## Social Media

Let us take care of your social media strategy, posting, and engagement and you can focus on what you do best in your business.

## Newsletter and SMS Marketing

We can develop a newsletter or SMS campaign to develop client engagement and retention.

# Terms

## **Delivery of Content and Images**

Unless otherwise specified in the attached project proposal, prospective company must submit all content and images to Mandile Web Design in electronic format via e-mail, DropBox or FTP.

## **Domain Name Information**

Mandile Web Design will need the website where your domain was purchased, along with the username and password and any PIN or secret answers in order to update the A record to the website server once the website is ready to go live. Changing the A record allows the website domain name to point to the new website. Warranty & Support Any typos or errors must be submitted to Mandile Web Design via e-mail.

## **General Terms**

Mandile Web Design will make all commercially reasonable efforts to correct any such errors or bugs in a commercially reasonable manner and at no additional cost for up to 30 days after site launch. Text and graphical changes are not part of this warranty unless error was made on the part of the design and development team. Mandile Web Design accepts deposits and final payments via credit card and check. If Mandile Web Design does not have a credit card on file for the Client, a representative from Mandile Web Design shall contact the Client upon the signing of this quote. All checks can be made payable to the Mandile Web Design at the address listed at the top of this quote.

The Client shall provide final payment for the services once the work has been completed. Final payment shall be submitted via credit card or check the day after the services have been completed.

Outstanding balances that are more than 14 calendar days late shall be charged late fee of \$20 per week. If Mandile Web Design must initiate legal action to acquire outstanding balances, the Client shall pay for Mandile Web Design's legal fees. If the project is terminated for any reason by either party, the final invoice will be an hourly invoice for time spent on the project. The cost and payment for this project is for the time the designer and developers put into the project. An hourly invoice will be sent and will be

due on receipt. The non-refundable deposit as well as the hourly invoice (if the project is terminated for any reason) is non-negotiable and responsible by the client.

## **Revisions**

Mandile Web Design may charge additional fees if revisions presented are outside of the scope agreed.

## **TERM**

This Agreement shall be effective on the date of signing this Agreement (hereinafter referred to as the "Effective Date"). The Agreement will continue month to month unless terminated in accordance to subsection "Termination" below.

## **TERMINATION**

This Agreement may be terminated if the following occurs:

1. This Agreement will be terminated immediately if one of the Parties breaches a condition set forth in this Agreement.
2. This Agreement can be terminated at any given time by providing a written notice to the other party 1 month prior to terminating the Agreement.

Upon termination of the Agreement, the Marketer shall not be responsible for any outstanding work to the Client. The Client shall pay the Marketer for any completed work the Marketer completed prior to termination and for any reasonable expenses the Marketer incurred.

## **CONFIDENTIALITY**

All terms and conditions of this Agreement (and any confidential information provided by the Client to the Marketer or vice versa) during the term of the Agreement must be kept confidential unless disclosure is required pursuant to process of law. Disclosing or using this information for any purpose beyond the scope of this Agreement (or beyond the exceptions set forth above) is expressly forbidden without the prior consent of the Parties. The Parties' obligation to maintain confidentiality will survive termination of this Agreement and remain in effect indefinitely.

## **RELATIONSHIP BETWEEN PARTIES**

Hereby, the Parties agree that the Marketer is an independent contractor, as he/she provides the services hereunder and acts as an independent contractor. The Marketer

shall not be considered an employee under any circumstances. This Agreement does not create any other partnership between the Parties. This Agreement is an Agreement that is not based on exclusivity. Hence, the Parties are entitled to enter into other Agreements with other parties.

## **OWNERSHIP**

The Parties agree that all products created by the Marketer for the Client will remain the exclusive property of the Client, as long as it is relevant to the performance of the Services set forth in this Agreement and paid in full.

## **INTELLECTUAL PROPERTY**

The Marketer agrees that any intellectual property provided to him/her by the Client will remain the sole property of the Client, including copyrights, patents, and other intellectual property rights. The Marketer will refrain from using such intellectual property upon the termination of this Agreement.

## **INDEMNIFICATION AND LIMITATION OF LIABILITY**

Client agrees to indemnify, defend and hold harmless the Marketer from any and all claims, actions, damages, and liabilities arising (i) through Marketer's negligence or gross negligence; (ii) out of any claim that the Services or deliverables, or any portion thereof, in fact infringes upon or violate any proprietary rights of any third party, including patents and copyrights; (iii) from a breach or alleged breach of any of Marketer's representations, warranties, or agreements herein. TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, MARKETER SHALL NOT BE LIABLE TO THE CLIENT FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOST PROFIT, LOSS OF BUSINESS OR THE LIKE) ARISING OUT OF OR RELATING TO MARKETER'S SERVICES OR PERFORMANCE OR DISRUPTION OF ANY OF THE FOREGOING, EVEN IF THE CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER SOUNDING IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE. TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, MARKETER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED ONE MONTH'S COMPENSATION PAID BY CLIENT TO THE MARKETER UNDER THIS

## **AGREEMENT.AMENDMENTS**

The Parties agree that any amendments made to this Agreement must be made in writing and signed by both Parties to this Agreement. As such, any amendments made and approved by the Parties will be applied to this Agreement.

## **ENTIRE AGREEMENT**

This Agreement contains the entire agreement and understanding among the Parties hereto, with respect to the subject matter hereof. It supersedes all prior agreements, understandings, inducements, and conditions (express, implied, oral, written, or of any nature whatsoever with respect to the subject matter hereof). The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

## **SEVERABILITY**

In an event when any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions will still be enforced, in accordance with the Parties' intention.

*Greg Maudile*

01 / 08 / 2024

01 / 08 / 2024

Suzanna Yeung, MCPPO  
Colliers Engineering

Greg Mandile  
Owner Mandile Web Design



# Thank You

Greg Mandile

Mandile Web Design

[greg@mandilewebdesign.com](mailto:greg@mandilewebdesign.com)





# Town of Reading Meeting Minutes

## 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

Session: Open Session

Purpose: General Business

Version: Draft

### Attendees: **Members - Present:**

Chair Carla Nazzaro, Vice Chair Karen Gately Herrick, Ed Ross (remote), Greg Stepler, Pat Tompkins, Nancy Twomey

### **Members - Not Present:**

John Coote, Kirk McCormick, Sarah McLaughlin

### **Others Present:**

Acting Town Manager Matt Kraunelis, Killam School Principal Lindsey Fulton, School Superintendent Thomas Milaschewski (remote), School Director of Finance Derek Pinto (remote), Facilities Director Joe Huggins (remote), Assistant Director of Facilities Kevin Cabuzzi (remote), Director of Operations Jayne Wellman, Chief Financial Officer Sharon Angstrom (remote), Colliers Project Director Mike Carroll, Colliers Project Manager Suzanna Yeung (remote), LBA Architect Leigh Sherwood, LBA Project Manager Jenni Katajamaki, Bill Bullock - RMLD, Tom Ollila - RMLD (remote), Molly Pike - RMLD (remote)

**Minutes Respectfully Submitted By:** Jacquelyn LaVerde

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## **Topics of Discussion:**

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

Chair Carla Nazzaro called the meeting to order at 7:01 pm.

Roll call attendance: Ed Ross (remote), Karen Gately Herrick, Greg Stepler, Pat Tompkins, Nancy Twomey, Carla Nazzaro.

Not present: Kirk McCormick, Sarah McLaughlin, John Coote.

## **KSBC Member Reports**

Carla Nazzaro stated that the Executive Leadership Team will have their kickoff meeting with the Massachusetts School Building Authority (MSBA) tomorrow, January 10<sup>th</sup> at 9:30 am. There will also be a Killam Community meeting this Thursday, January 11<sup>th</sup> at 5:15 pm in the Killam Cafeteria, which all KSBC members are welcome and encouraged to attend. LBA held a similar meeting with Killam teachers last week to gather input on what they would like in a new building. The Executive Leadership Team began work with Designer Lavallee Brensinger Architects (LBA) well before the holidays. Executive Leadership Team meetings will be held every two weeks, and KSBC meetings will happen every two weeks alternating with the Executive Leadership Meetings.

## **LBA Amendments 1 through 5**

Colliers Project Manager Suzanna Yeung presented the five amendments to the LBA contract that were reviewed and signed off by former Town Manager Fidel Maltez and by Colliers. The amendments include: land survey, traffic study and consulting, hazardous materials consulting, phase I ESA and soil sampling, and geotechnical services.

The Committee will vote on the amendments at the next meeting. Any future amendments will be brought to the Committee for a vote before any signoffs.

Funds for these services were not included in the \$850,000 designer contract, but are included in the \$2.2 million allocated for the Killam feasibility study, and are reimbursable expenses.

### **LBA: Designer Update**

LBA Project Manager Jenni Katajamaki provided an update on what they have accomplished since beginning their work in early December including: developed a detailed schedule and work plan for the feasibility study and schematic design; developed a detailed work plan for educational visioning; hosted the first project charter meeting with Killam staff and scheduled a project charter meeting for the whole community for later this week; engaged all the basic services consultants such as structural engineer, civil engineer, and landscape architect; and received some existing conditions documents from the town. Ms. Katajamaki and Principal Architect Leigh Sherwood presented a broad overview project schedule that included: feasibility study, submissions to MSBA, approvals by MSBA, town vote, and construction timeline.

The Committee discussed the scheduling of a special election. Ms. Nazzaro explained that the Select Board would include a debt exclusion Article on the Annual Town Meeting Warrant for April 2025. The Town Charter states that votes do not take effect until seven days after the conclusion of Town Meeting, then the Town Clerk gives 35 days' notice for a special election. If Town Meeting ends after four nights on May 8, 2025, the special election could be scheduled at the end of June. Nancy Twomey suggested that a Special Town Meeting could be called at the start of Annual Town Meeting on April 28, 2025, and the special election could be held 35 days after the conclusion of that Special Town Meeting.

LBA Architect Leigh Sherwood provided an overview of the feasibility study work plan, which included the preliminary design program and preferred schematic report. He reviewed the plan to establish the Project Charter, gather information on sustainability and educational planning, conduct a site survey, conduct a traffic study and recommendations, assess existing conditions, plan for programming, develop alternatives, and consistently engage with the community and the Committee throughout the process.

Over the next two weeks, LBA's next steps will include: attending the MSBA kickoff meeting with the Executive Leadership team tomorrow, beginning educational vision with shadowing at Killam and touring other recent MSBA schools, hosting a community meeting, and assessing Killam's existing conditions. The week of the 22<sup>nd</sup>, LBA will report their findings to the KSBC, host another community meeting, conduct a site survey, and continue with ongoing Executive Leadership Team meetings.

### **Discuss and Assign Members to Working Groups**

#### **Educational Leadership Team**

The Educational Leadership Team (EdLT) includes Superintendent Tom Milaschewski, Killam Principal Lindsey Fulton, Facilities Director Joe Huggins, and three teachers and paraprofessionals who work at the school. This working group has started working with a special consultant and is progressing forward. Committee Member Sarah McLaughlin will also attend when she can.

#### **Sustainability**

The Sustainability Working Group will meet once a month for the rest of the year, then quarterly for the second year. This group typically consists of about eight people, including two from the designer, one of which is an energy consultant, and six from the district.

Suggested members include Superintendent Dr. Milaschewski and Facilities Director Joe Huggins. Volunteers for this group include Committee members Greg Stepler, Karen Gately Herrick, Nancy Twomey, and John Coote, as well as Bill Bullock of RMLD, and Molly Pike of RMLD. The Committee agreed to also include a member of the Climate Advisory Committee.

### Communications

The Communications Working group will meet every two weeks. Recommended members include Superintendent Dr. Milaschewski, Principal Lindsey Fulton, and “the person who knows a lot of people”. Committee members Karen Gately Herrick, Carla Nazzaro, and Ed Ross, and Director of Operations Jayne Wellman volunteered for the Communications Working Group. Principal Lindsey Fulton noted that the school and the district have already been working on communication with families and neighbors.

### Executive Leadership Team

The Executive Leadership Team (ExLT) is already established and includes Chair Carla Nazzaro, Vice Chair Karen Gately Herrick, Acting Town Manager Matt Kraunelis, Superintendent Tom Milaschewski, Designer LBA, Owner’s Project Manager Colliers, Principal Lindsey Fulton, and Facilities Director Joe Huggins. ExLT meetings will be held biweekly on the weeks alternating the biweekly KSBC meetings.

### Website Proposals

Suzanna Yeung stated that she received two website proposals, one from Boston Web Designers, and one from Mandile Web Design. She presented the proposed figures for initial setup, hosting, monthly updates at approximately eight hours per month, and optional social media management, and compared those to Colliers internal rates. Ms. Yeung continued to compare the two companies and noted that Boston Web Designers does have experience with MSBA project websites, and the owner has a connection who could assist with a separate “Yes for Killam” campaign.

Jayne Wellman expressed concern about communication being fragmented, and suggested that the Communications team take a deeper dive into the website and social media services. Ms. Yeung will get further information from both companies on social media management, and will share it with the Communications Team so they can make a recommendation to the KSBC.

### Approval of Prior Meeting Minutes

**On a motion by Karen Gately Herrick, seconded by Greg Stepler, the Killam School Building Committee voted 5-0-1 to approve the meeting minutes of December 4, 2023, with Pat Tompkins abstaining, as he was not present at that meeting. Roll call vote: Ed Ross – Yes, Nancy Twomey – Yes, Pat Tompkins – Abstain, Greg Stepler – Yes, Karen Gately Herrick – Yes, Carla Nazzaro – Yes.**

### Future Agenda Items and Next Meeting Dates

**On a motion by Karen Gately Herrick, seconded by Greg Stepler, the Killam School Building Committee voted 6-0 to adjourn at 8:40 pm. Roll call vote: Ed Ross – Yes, Pat Tompkins – Yes, Nancy Twomey – Yes, Greg Stepler – Yes, Karen Gately Herrick – Yes, Carla Nazzaro – Yes.**