

Project Minutes

Project: Stoneham High School Feasibility Study
 Prepared by: Joel Seeley
 Re: School Building Committee Meeting
 Location: Remote Locations
 Distribution: Attendees (MF)

Project No.: 20033
 Meeting Date: 8/3/2020
 Time: 7:00pm
 Meeting No: 6

Attendees:

PRESENT	NAME	AFFILIATION	VOTING MEMBER
✓	Marie Christie	Co-Chair, School Building Committee	Voting Member
✓	David Bois	Co-Chair, School Building Committee; Community Member with Architecture Experience	Voting Member
✓	Nicole Nial	School Committee Member	Voting Member
	Raymie Parker	Chair Select Board	Voting Member
	Albert Talarico	Community Member with Building Commissioner Experience	Voting Member
✓	Douglas Gove	Community Member with Engineering Experience	Voting Member
✓	Stephen O'Neill	Community Member with Engineering Experience	Voting Member
✓	Josephine Thomson	Community Member	Voting Member
	Jeanne Craigie	Town Moderator	Voting Member
✓	Lisa Gallagher	Community Member, School Secretary, Past member of Middle School Building Committee	Voting Member
✓	Sharon Iovanni	Community Member	Voting Member
✓	Cory Mashburn	Community Member, Finance and Advisory Board	Voting Member
✓	Paul Ryder	Community Member with Construction Experience	Voting Member
✓	David Pignone	Athletic Director, Member knowledgeable in educational mission and function of facility	Voting Member
✓	Kevin Yianacopolus	Local Official responsible for Building Maintenance	Voting Member
✓	Dennis Sheehan	Town Administrator / MCPPO Certified	Non-Voting Member
✓	John Macero	Superintendent of Schools, Secretary of School Building Committee	Non-Voting Member
✓	Bryan Lombardi	Stoneham High School Principal	Non-Voting Member
✓	Brian McNeil	Facilities Director	Non-Voting Member
✓	Brooke Trivas	Perkins and Will	
✓	Elizabeth Dame	Perkins and Will	
✓	David Warner	Warner Larsen	
✓	Emily Hunt	Warner Larsen	
✓	David Conway	Nitsch Engineering	
✓	Chris Lizewski	Code Red	
✓	Balram Chamaria	B+AC	
✓	Steven Setterlun	B+AC	
✓	Edward Dolan	BALA	
✓	Ken Davis	BALA	

PRESENT	NAME	AFFILIATION	VOTING MEMBER
✓	Michael Doyle	AEI	
✓	Robin Greenleaf	AEI	
✓	Doug Faria	Edvance	
✓	John Sousa	Crabtree McGrath	
✓	Alyson Fletcher	Nelson/Nygaard	
✓	Joel Seeley	SMMA	

Item #	Action	Discussion
6.1	Record	Call to Order, 7:00 PM, meeting opened by roll call.
6.2	Record	In accordance with the executive order issued by the Governor on March 10, 2020, this meeting will be held via video conference and a recording of such will be posted on the Town's website.
6.3	Record	A motion was made by S. Iovanni and seconded by L. Gallagher to approve the 7/20/20 School Building Committee meeting minutes. No discussion, motion passed by roll call vote, eleven in favor and one abstention.
6.4	Record	<p>J. Seeley distributed and reviewed Designer Amendment No. 1, dated 8/3/20 for Site Survey Work and Wetlands Delineation, Phase I Environmental Site Assessment, Geotechnical Investigation and Hazardous Materials Consultancy Services, in the amount of \$51,837.50 to be charged against ProPay Budget Code 0003-0000, which has a balance of \$160,000.00, attached.</p> <p>A motion was made by S. Iovanni and seconded by D. Gove to approve Designer Amendment No. 1, dated 8/3/20 for Site Survey Work and Wetlands Delineation, Phase I Environmental Site Assessment, Geotechnical Investigation and Hazardous Materials Consultancy Services, in the amount of \$51,837.50 and recommend signature by D. Sheehan. No discussion, motion passed unanimously by roll call vote.</p>
6.5	B. Trivas J. Seeley	J. Seeley distributed and reviewed Traffic Consultancy proposal from Nelson Nygaard, dated 8/3/20 in the amount of \$18,750.00. The final scope of the traffic consultancy is still being worked out, with an amendment anticipated for the next Committee meeting.
6.6	Record	<p>J. Seeley reviewed the Project Schedule and Status update, attached.</p> <p>Committee Discussion:</p> <ol style="list-style-type: none"> D. Bois asked if the project is on schedule for a 2024 school opening? <i>J. Seeley indicated yes, with successful local appropriation votes in the fall of 2021 and utilizing the CM at Risk procurement process with early release packages to allow construction to commence the summer of 2022.</i>

Item #	Action	Discussion
6.7	J. Macero B. Lombardi B. Trivas J. Seeley	B. Trivas provided an update on the Educational Programming and review of the MSBA Space Template, attached. Committee Discussion: 1. B. Lombardi indicated he has scheduled meetings with department heads, teachers and staff to provide input into the Space Template next week and will be meeting with J. Macero, B. Trivas, B. Lombardi and J. Seeley on Monday 8/10/20.
6.8	B. Trivas	B. Trivas introduced the consultant team, who provided an overview of the Existing Conditions Analysis, attached. B. Trivas to assemble the full existing conditions analysis report for the PDP submission.
6.9	B. Trivas	B. Trivas presented Site Planning Scenarios, attached as follows: 1. Scenario I – Full Renovation 2. Scenario IIA – Renovation and Addition 3. Scenario IIB – Renovation and Addition 4. Scenario IIC – Renovation and Addition 5. Scenario IIIA – New Construction 6. Scenario IIIB – New Construction 7. Scenario IIIC – New Construction Committee Discussion: 1. M. Christie indicated preference for a planning option that has any new construction Franklin Street facing and include a refurbished existing gymnasium. 2. C. Mashburn indicated preference to fully investigate all options. 3. S. Iovanni indicated preference for a process that selects a building that accomplishes all the project goals. 4. L. Gallagher indicated preference, if possible, to retain elements that have sentimental value, such as the painted rocks. 5. D. Pignone indicated the school program does not require eight tennis courts, they could be relocated, and if some playfield use is impacted during construction, the school program can make do. 6. D. Gove indicated preference to fully investigate all options, including each option’s construction impact on education. 7. J. Thomson indicated preference for a planning option that has any new construction Franklin Street facing and is open to all ideas related to the gymnasium.

Item #	Action	Discussion
		<p>8. D. Bois indicated preference for the option that best meets the budget and project goals.</p> <p>9. D. Sheehan indicated preference for options that best connect with the neighborhood, wetlands and walking trails and resolve the traffic issues.</p> <p>10. M. Christie asked if the community or committee members had follow-up discussion points, who can they email? <i>J. Seeley indicated to email J.Seeley@smma.com</i></p> <p><i>Post script, the following email was received:</i></p> <p>11. J. Craigie indicated preference for a planning option that has any new construction Franklin Street facing, preserving as much green space as possible, and renovating the gymnasium.</p> <p>B. Trivas to continue to develop the planning options for further discussion.</p>
6.10	B. Trivas J. Seeley P. Cunningham	B. Trivas provided an overview of the Visioning Sustainable Design session, attached. A more detailed presentation and discussion will occur at the next Committee meeting when P. Cunningham is back from vacation. A meeting will be scheduled with K. Cullinane of Eversource at the end of August to review their ZNE incentive program.
6.11	S. Iovanni J. Seeley J. Macero	<p>Subcommittee Updates</p> <p>Public Relations Subcommittee</p> <ol style="list-style-type: none"> 1. S. Iovanni presented and reviewed the 7/29/20 PR Subcommittee meeting minutes, Community Forum No. 1 Press Release and Flyer. The Committee indicated approval of the press release, S. Iovanni to post on social media. 2. J. Seeley presented and reviewed the updated Meetings Schedule and Agendas, reflecting the 8/11/20 Community Forum and the 9/9/20 Community Forum. The 9/9/20 Community Forum date may be extended out to allow for greater separation between school system COVID 19 information related events and project information related events. S. Iovanni and J. Seeley to coordinate with J. Macero.
6.12	Record	Committee Questions – none
6.13	Record	<p>Old or New Business</p> <ol style="list-style-type: none"> 1. J. Seeley presented and reviewed the PDP Submission Requirements and Responsibility Matrix, attached.
6.14	Record	Public Comment - none
6.15	Record	Community Forum No. 1: August 11, 2020 at 6:30 pm.
6.16	Record	Next SBC Meeting: August 17, 2020 at 7:00 pm.

Project: Stoneham High School Feasibility Study

Meeting Date: 8/3/20

Meeting No.: 6

Page No.: 5

Item #	Action	Discussion
6.17	Record	A Motion was made by S. Iovanni and seconded by L. Gallagher to adjourn the meeting. No discussion, motion passed unanimous by roll call vote.

Attachments: Agenda, Designer Amendment No. 1, Traffic Consultancy Proposal, Project Schedule and Status update, 7/29/20 PR Subcommittee meeting minutes, Community Forum No. 1 Press Release and Flyer, updated Meetings Schedule and Agendas, PDP Submission Requirements and Responsibility Matrix, Powerpoint

The information herein reflects the understanding reached. Please contact the author if you have any questions or are not in agreement with these Project Minutes

1000 Massachusetts Avenue
Cambridge, MA 02138
617.547.5400

www.smma.com

PROJECT MEETING SIGN-IN SHEET

Project:	Stoneham High School Feasibility Study	Project No.:	20033.00
Prepared by:	Joel Seeley	Meeting Date:	8/3/2020
Re:	School Building Committee Meeting	Time:	7:00pm
Location:	Remote Locations	Meeting No:	6
Distribution:	Attendees, (MF)		

SIGNATURE	ATTENDEES	EMAIL	AFFILIATION
Attended Remotely	Marie Christie	mariechristie@comcast.net	Co-Chair, Past Member of the School Committee/Middle School Building Committee
Attended Remotely	David Bois	bois@arrowstreet.com	Co-Chair, Community Member with Architecture Experience
Attended Remotely	Nicole Nial	nicole.nial@stonehamschools.org	School Committee Member
	Raymie Parker	rparker@stoneham-ma.gov	Select Board Member
	Albert Talarico	albert.talarico@gmail.com	Community Member with Building Commissioner Experience
Attended Remotely	Douglas Gove	goved11@gmail.com	Community Member with Engineer Experience
Attended Remotely	Stephen O'Neill	soneill@hayner-swanson.com	Community Member with Engineer Experience
Attended Remotely	Josephine Thomson	Jjthomson315@yahoo.com	Community Member, Middle School Faculty
	Jeanne Craigie	jcraigie@stoneham-ma.gov	Town Moderator
Attended Remotely	Lisa Gallagher	lgallagher@stonehamschools.org	Community Member, School Secretary, Past member of Middle School Building Committee
Attended Remotely	Sharon Iovanni	sharon.iovanni@stonehambank.com	Community Member
Attended Remotely	Cory Mashburn	cory.mashburn910@gmail.com	Community Member, Finance and Advisory Board
Attended Remotely	Paul Ryder	pryder52@icloud.com	Community Member with Construction Experience
Attended Remotely	David Pignone	dpignone@stonehamschools.org	Athletic Director, Member knowledgeable in educational mission and function of facility
Attended Remotely	Kevin Yianacopolus	kyianacopolus@stonehamschools.org	Local Official responsible for Building Maintenance
Attended Remotely	Dennis Sheehan	DSheehan@stoneham-ma.gov	Town Administrator / MCPPO Certified
Attended Remotely	John Macero	jmacero@stonehamschools.org	Superintendent of Schools, Secretary of School Building Committee
Attended Remotely	Bryan Lombardi	blombardi@stonehamschools.org	Stoneham High School Principal
Attended Remotely	Brian McNeil	bmcneil@stonehamschools.org	Facilities Director
Attended Remotely	Brooke Trivas	brooke.trivas@perkinswill.com	Perkins and Will
Attended Remotely	Elizabeth Dame	Elizabeth.dame@perkinswill.com	Perkins and Will
Attended Remotely	Joel Seeley	jseeley@smma.com	SMMA

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Agenda

Project: Stoneham High School Feasibility Study
Re: School Building Committee Meeting
Prepared by: Joel Seeley
Location: Remote Locations
Distribution: Attendees (MF)

Project No.: 20033
Meeting Date: 8/3/2020
Meeting Time: 7:00 PM

-
1. Call to Order
 2. Approval of Minutes
 3. Approval of Invoices and Commitments
 4. Schedule and Budget Update
 5. Educational Programming Update
 6. Existing Conditions Update
 7. Sustainable Design Update
 8. Site Planning Diagrams
 9. Subcommittee Updates
 10. New or Old Business
 11. Committee Questions
 12. Public Comments
 13. Next Meeting: August 17, 2020
 14. Adjourn

Join GoToMeeting:

<https://global.gotomeeting.com/join/564950469>

Dial in: [+1 \(571\) 317-3122](tel:+15713173122)

Access Code: [564-950-469](tel:564950469)

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Project Budget Status

Updated: 7/30/2020

Feasibility and Schematic Design Phase	MSBA ProPay Code	FSA Agreement 2/25/2020	Budget Revision 7/9/2020	Current Budget	Vendor	Committed	Balance
OPM	0001-0000	\$ 187,500.00	\$ (57,500.00)	\$ 130,000.00	SMMA	\$ 130,000.00	\$ -
DESIGNER	0002-0000	\$ 465,000.00	\$ (45,000.00)	\$ 420,000.00	P&W	\$ 420,000.00	\$ -
Environmental and Site	0003-0000	\$ 60,000.00	\$ 100,000.00	\$ 160,000.00	P&W	\$ -	\$ 160,000.00
Other	0004-0000	\$ 37,500.00	\$ 2,500.00	\$ 40,000.00		\$ 230.81	\$ 39,769.19
Total Budget		\$ 750,000.00		\$ 750,000.00		\$ 550,230.81	\$ 199,769.19

**** Committed from Other**

	Date	Amount	
Stoneham Independent		\$ 230.81	Advertisement in Stoneham Independent for Designer Procurement
		\$ 230.81	

Environmental & Site Project Budget Status

Updated: 7/24/2020

Feasibility and Schematic Design Phase	Vendor	Amendment No.	Current Budget	Consultant Fee	Designer Markup	Total Fee	Balance
Environmental and Site							
Traffic Assessment and Study			\$30,000	\$ -	\$ -	\$ -	\$ 30,000.00
Topographical Survey, Wetlands Flagging and ANRAD	Nitsch	tbd	\$43,000	\$ 25,000.00	\$ 2,500.00	\$ 27,500.00	\$ 15,500.00
GeoEnvironmental Phase I Investigation	FS Engineers	tbd	\$10,000	\$ 2,700.00	\$ 270.00	\$ 2,970.00	\$ 7,030.00
Geotechnical Investigation - Prelim and SD	LGCI	tbd	\$35,000	\$ 14,925.00	\$ 1,492.50	\$ 16,417.50	\$ 18,582.50
Fire Hydrant Flow Test		tbd	\$2,000	\$ -	\$ -	\$ -	\$ 2,000.00
Hazardous Materials Investigation	UEC	tbd	\$15,000	\$ 4,500.00	\$ 450.00	\$ 4,950.00	\$ 10,050.00
Geothermal Test Well			\$20,000	\$ -	\$ -	\$ -	\$ 20,000.00
Contingency			\$5,000	\$ -	\$ -	\$ -	\$ 5,000.00
TOTAL			\$160,000			\$51,837.50	\$108,162.50

Memorandum

To: Stoneham School Building Committee
From: Joel G. Seeley
Project: Stoneham High School Feasibility Study
Re: Designer Amendment No. 1: Site Survey Work and Wetlands Delineation, Phase I Environmental Site Assessment (ESA), Geotechnical Investigation, and Hazardous Materials Consultancy Services
Distribution: Stoneham School Building Committee (MF)

Date: 8/3/2020
Project No.: 20033

DESIGNER AMENDMENT NO. 1: Site Survey Work and Wetlands Delineation, Phase I Environmental Site Assessment (ESA), Geotechnical Investigation, and Hazardous Materials Consultancy Services

FEE: \$51,837.50

REASON: Provide Environmental and Site Assessment.

BUDGET AVAILABILITY: This Amendment would be funded out of the Environmental & Site Survey Budget, ProPay Code 0003-0000, which has the current balance of \$160,000.00.

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 1

WHEREAS, the Town of Stoneham (“Owner”) and Perkins & Will, (the “Designer”) (collectively, the “Parties”) entered into a Contract for Designer Services for the Stoneham High School Project (Project Number 201802840505) at the Stoneham High School on July 10, 2020 “Contract”; and

WHEREAS, effective as of August 3, 2020, the Parties wish to amend the Contract:

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

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

Fee for Basic Services:

	Original Contract	Prior Amendments	This Amendment	After this Amendment
Feasibility Study Phase	\$ 175,000.00	\$ 0.00	\$ 51,837.50	\$ 226,837.50
Schematic Design Phase	\$ 245,000.00	\$ 0.00	\$ 0.00	\$ 245,000.00
Design Development Phase	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction Document Phase	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Bidding Phase	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction Phase	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Completion Phase	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Fee	\$420,000.00	\$ 0.00	\$ 51,837.50	\$ 471,837.50

This Amendment is a result of: Providing Site Survey Work and Wetlands Delineation, Phase I Environmental Site Assessment (ESA), Geotechnical Investigation, and Hazardous Materials Consultancy Services

MSBA ProPay 0003-0000

3. The Construction Budget shall be as follows:

Original Budget: \$ NA

Amended Budget \$ NA

4. The Project Schedule shall be as follows:

Original Schedule: NA

Amended Schedule NA

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.

OWNER

Dennis J. Sheehan
(print name)

Town Administrator, Town of Stoneham
(print title)

By _____
(signature)

Date _____

DESIGNER

Robert Brown, AIA, IIDA, LEED AP
(print name)

Managing Director, Principal, Perkins & Will
(print title)

By _____
(signature)

Date _____

Perkins&Will

7.27.2020

Mr. Dennis J. Sheehan, Town Administrator
Stoneham Town Hall
35 Central Street, Second Floor
Stoneham, MA 02180

Re: Stoneham High School / Additional Services #1 Attachment F

Dear Mr. Sheehan,

Thank you for requesting this proposal for additional services. We have attached the completed Attachment F and Proposals for the added services for the Stoneham High School which is currently in the Feasibility Study phase.

Project Overview

The additional service of service request is for Survey/Wetlands Delineation, Phase I Environmental Site Assessment (ESA), Geotechnical and Hazardous Materials additional work. We request that you review and approve the scope of services as outlined in the proposals attached to his letter dated 7.27.2020.

Schedule

The consultants have been notified that they will commence work as approved by the Town and School and under the guidelines of the COVID-19 requirements within the most expedient deadline.

Compensation

Based on the scope and schedule outlined herein and attached we propose a lump sum fee with a 10% mark up as allowed per contract. The following outlines the total compensation per additional service request which includes the 10% mark up:

Survey/Wetlands Delineation	\$25,000
Phase I Environmental Site Assessment (ESA):	\$ 2,700
Geotechnical Services	\$ 1,650
Hazardous Materials	<u>\$ 4,500</u>
	\$47,125
10% Consultant Mark-Up	\$ 4,713
TOTAL ADDITIONAL SERVICE #1	\$51,838

Perkins&Will

7.27.2020
Stoneham High School /
Additional Services #1
Attachment F

Please see Attachment F for more details.

Thank you,

A handwritten signature in black ink, appearing to read 'Brooke Trivas', with a horizontal line extending to the right.

Brooke Trivas
Principal, Practice Leader for Perkins and Will

cc: Joel Seely – SMMA



LGCI

Lahlaf Geotechnical Consulting, Inc.

July 9, 2020

Revised July 27, 2020

Mr. Liu Xi, AIA
Perkins & Will Architects, Inc.
225 Franklin Street, Suite 1110
Boston, MA 02110
Phone: (617) 406-3440
Mobile: (617) 953-3812
E-mail: xi.liu@perkinswill.com

**Re. Proposal for Preliminary Geotechnical Services
Proposed Stoneham High School
Stoneham, Massachusetts
LGCI Proposal No. 20051-Rev. 1**

Dear Mr. Liu:

Lahlaf Geotechnical Consulting, Inc. (LGCI) appreciates the opportunity to submit this proposal to provide preliminary geotechnical services for the proposed Stoneham High School in Stoneham, Massachusetts. This proposal is based on information in your request for proposal (RFP) dated June 26, 2020, our field observation during our site visit on July 9, 2020, and in phone and e-mail communications with you. Our revisions are based on your e-mail dated July 24, 2020.

The purpose of our services is to review existing subsurface data, perform preliminary subsurface explorations, and provide preliminary foundation design and construction recommendations. Additional, more comprehensive, explorations will be needed at the site after the proposed building/additions are established.

Project Description and Background

We understand that Perkins & Will Architects, Inc. (Perkins & Will) has been selected by the Town of Stoneham to design the proposed Stoneham High School. We understand that the proposed high school will be located at the site of the existing high school allocated at 149 Franklin St, Stoneham, Massachusetts. The existing high school site is occupied by the existing high school building, parking lots, driveways, tennis courts, and athletic fields. The site is bordered by Franklin Street on the northern side and by residential properties on the other three sides. The site topography is variable with the grades generally rising from Franklin Street to toward the rear (southern side) of the site. A large rock cut is visible near the southwest corner of the site. What appears to be rock outcrops are also visible near the tennis courts.

We understand that at this time, the options of rehabilitating the existing building with providing additions, and constructing a new building are both being considered. The actual location, size, and layout of the proposed additions or new building have not been established at this time.

Proposed Scope of Work

Desk Reviews

1. Site Visit (Task Completed) – We will perform a site visit to familiarize ourselves with each site and to observe site features that may affect foundations design and construction. During our visit we will make note of visible rock outcrops, low lying and wet areas, and evidence of cuts and fill. We have budgeted five (5) hours per site for this task.
2. Review of Existing Data – We will review the available information including the geologic data available from the US Geological Survey, and data from the US Department of Agriculture. We request that you provide us with subsurface information, if available, for the site. We have budgeted ten (10) hours per site for this task.
3. Letter Report – We will issue a letter report including the following:
 - Summary of our field observations;
 - Preliminary subsurface information based on our reviewed documents;
 - Construction issues, if any, based on our review;
 - Our opinion about feasible foundation types and possible foundation issues; and
 - Recommendation for a scope for the selected site.

We have budgeted six (6) hours per site for this task.

Preliminary Phase Explorations

4. 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 Stoneham 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.
5. Soil Borings – We will engage a drilling subcontractor for two (2) days to advance six (6) to eight (8) borings to depths of up to 20 feet beneath the ground surface or to refusal, whichever occurs first. Where rock is shallower than 10 feet, we will obtain up to two (2) 5-foot rock cores. 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.



**Proposal for Preliminary Geotechnical Services
Proposed Stoneham High School
Stoneham, Massachusetts
LGCI Proposal No. 20051-Rev. 1**

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.

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. Our services do not include loaming, mulching, or seeding ruts.

6. Field Engineer – LGCI will provide a field engineer at the site to coordinate and observe the borings, collect soil samples, and prepare field logs.
7. 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.
8. Preliminary Geotechnical Report – We will prepare and submit our preliminary geotechnical report electronically. Our preliminary report will include:
 - 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;
 - Preliminary settlement estimate;
 - Construction considerations, including removal of unsuitable soils, groundwater control, suitability of reusing onsite materials as backfill, and rock removal, if 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, and cost or quantity estimates are not included in our scope of work.

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.



**Proposal for Preliminary Geotechnical Services
Proposed Stoneham High School
Stoneham, Massachusetts
LGCI Proposal No. 20051-Rev. 1**

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 desk review letter reports will be submitted within about three weeks of receiving a signed proposal. Our drilling subcontractor can mobilize to the site within about three to four weeks after the desk reviews are completed, 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 week of completing the explorations. We will provide our geotechnical reports about two to three weeks after the end of our explorations.

Project Fee

LGCI will perform the scope of services described above for a lump sum fee of **\$14,925** as follows:

Task No.		
1 to 3	Review Existing Information and prepare Letter Report	3000
4a	Prepare Boring Location Plan for Review	\$160
4b	Mark Boring Locations in the Field	\$650
4c	Utility Clearance	\$175
5a	Coordinate with and Engage Subcontractor to Perform Borings	\$4,770
5b	Prevailing Wages for Subcontractor	\$1,700
6	LGCI Engineer to Observe Borings	\$2,200
7	Laboratory Testing	\$370
8	Boring Logs and Preliminary Letter Report	<u>\$1,900</u>
		\$14,925

Our scope and fee for the DD Phase services will be submitted separately at the start of the DD Phase.

Additional consultation during the feasibility study phase will be performed on a time-and-expenses basis using the following rates: \$99/hour for a field engineer, \$107 for junior geotechnical engineer, \$115/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 six 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.**
- LGCI will coordinate access to the site with you and with the property owner.
- We have assumed that the exploration locations will be cleared for private utilities by a representative of the property owner. Explorations not cleared by the owner, will require vacuum explorations at an additional fee, or will have to be abandoned.
- Other than the site visit to mark the exploration locations, our scope does not include meetings with the property owner.
- We have assumed that coordination required to secure authorization to access to the site from the owner will be performed by Perkins & Will.

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.





July 24, 2020

Ms. Brooke Trivas, AIA
Principal
Perkins&Will
225 Franklin Street, Suite 1100
Boston, MA 02110

**Re: Proposal for an ASTM Phase I Environmental Site Assessment at the
Stoneham High School, Stoneham, MA**

Dear Ms. Trivas:

FS Engineers, Inc. (FSE) is pleased to present this proposal for professional services at the Stoneham High School site in Stoneham, Massachusetts. FSE will prepare an *ASTM Phase I Environmental Site Assessment* (ESA) for the property in accordance with ASTM standard E1527-13. This proposal is based on information provided by you. FSE has not conducted a site reconnaissance to prepare this scope of work.

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. Mr. Siddique has more than 30 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 ASTM Phase I ESA - Visual Survey, Research and Report

- (a) Obtain readily available records of previous site use and zoning history to identify recognized environmental conditions. Review historical aerial photos online to evaluate the site development history.
- (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. DEP, CERCLA, ERNS, and NPL) regarding local releases of oil or hazardous material.
- (d) Conduct a site reconnaissance and evaluate for visual and olfactory evidence of contamination (e.g. stained soil, odors, liquid on ground, empty chemical containers, improper solid or hazardous waste disposal, site uses).
- (e) Assimilate and interpret information from the historical research, site reconnaissance, and public records and prepare a *Phase I Environmental Site Assessment Report*.

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 Section 1.0, "Scope of Services", compensation shall be the Fixed Fee as presented below:

Phase I Environmental Site Assessment Report - \$2,700.00

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 Perkins&Will, Inc., a corporation, with its principal office at 225 Franklin Street, Suite 1100, Boston, MA 02110 (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 July 24, 2020 ("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



2 Center Plaza, Suite 430
Boston, MA 02108-1928
T: 617-338-0063
F: 617-338-6472
www.nitscheng.com

June 29, 2020

Ms. Brooke Trivas
Principal
Perkins & Will
225 Franklin Street, Suite 1100
Boston, MA 02110

RE: Nitsch Proposal #14166.1P
Stoneham High School
Land Surveying Services
Stoneham, MA

Dear Ms. Trivas:

Nitsch Engineering is pleased to submit this proposal to you (the Client) for professional land surveying services related to the Stoneham High School in Stoneham, Massachusetts. This letter summarizes our scope, assumptions, schedule, and fee.

SCOPE OF SERVICES

Nitsch Engineering will provide professional land surveying services to accomplish the following tasks:

TASK #1: EXISTING CONDITIONS, TOPOGRAPHIC AND UTILITY SURVEY

1. Compile public Geographic Information System (GIS) property lines;
2. Perform research at the gas, water, sewer, telephone, electric, cable television, and steam utility companies/departments to obtain record data on utilities in the adjacent streets and services to the property;
3. Research and depict the most current Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) for the project site;
4. Perform Global Positioning Systems (GPS) observations to establish Massachusetts State Plane (NAD 83) coordinates and North American Vertical Datum of 1988 (NAVD 88) elevation base for the project site;
5. Perform a topographic and location survey utilizing UAV (drone) technology of approximately 35 cleared acres on the site. The remaining 15 acres of woods will be produced by utilizing available public lidar and GIS data. The topographic information will be collected in a manner suitable to prepare 1-foot contours in cleared areas and 2-foot contours in the woods; and
6. Prepare an AutoCAD drawing (.DWG), in Release 2014 or compatible version and at a scale of 1 inch = 20 feet, utilizing Nitsch Engineering file format and drafting standards.

WORK NOT INCLUDED IN THE SCOPE OF SERVICES

1. Performing a property line survey and a full topographic survey.
2. Setting lot corners or other monumentation.
3. Performing site design engineering services.

WORK NOT INCLUDED IN THE SCOPE OF SERVICES – continued

4. Performing construction layout, preparing record plans, or performing other Construction Phase services.
5. Performing advanced subsurface investigation such as Ground Penetrating Radar (GPR) or Test Pits to locate utilities.

ASSUMPTIONS

1. Up to one (1) hour of consultation time (defined as telephone calls, meetings, travel time, etc.) are included in this proposal. Additional consultation time will be billed as Additional Services.
2. Any revisions requested by the Client or other approving authorities after commencement of the survey will be considered Additional Services.
3. This cost assumes record monumentation is recoverable and Nitsch Engineering will encounter reasonable congruity between field and record data.
4. The title abstract provided by the Attorney is complete. Any property line research required (of previous plans, deeds, etc.) at the Registry of Deeds will be billed as Additional Services.
5. Any research required (of utilities, previous plans, abutters, etc.) will be billed as Additional Services.
6. Regarding the utility information, Nitsch Engineering will indicate the structures and locations of utilities with rim and invert elevations, sizes, and directions which are indicated on plans provided by utility companies/departments and/or that are observable on the ground surface during the survey. Nitsch Engineering does not guarantee the validity or completeness of the data from others.
7. The Client will indemnify and hold harmless Nitsch Engineering and its officers, agents, and employees with regard to any errors or omissions within any record document from which information was obtained, in whole or in part, and incorporated into documents prepared by Nitsch Engineering.
8. The wetlands in the south end of the property will be delineated on the north line only. It is assumed that entire area is wetlands.
9. The Client will provide copies of all applicable local site development regulations. Lot layout will be based on the plan provided by the Client. Nitsch Engineering will not be responsible for conformance to zoning.
10. Nitsch Engineering will provide technical assistance to prepare permit applications to local boards/commissions. The Client will prepare and submit permit applications.
11. The plan will not be prepared in recordable format.
12. The Client will provide a copy of the deed and plan of locus.
13. The Client is responsible for providing and arranging open and uninterrupted access to the site prior to Nitsch Engineering's arrival. Should access not be supplied, Additional Services will be required.

ASSUMPTIONS – continued

14. Nitsch Engineering will not render a zoning opinion or determine compliance or non-compliance with Zoning.

TIME AND MANNER

Nitsch Engineering is prepared to begin work within 10 calendar days from the receipt of this executed proposal and anticipates substantial completion within 20 working, not calendar, days thereafter. The completion of field tasks will be subject to weather conditions affecting the required field work.

COMPENSATION

Compensation for the services provided will be in accordance with Nitsch Engineering's Standard Contract Terms, as attached. The lump-sum cost for these services is **\$25,000**. Costs will not be incurred by Nitsch Engineering beyond this lump-sum amount without prior written approval from the Client.

ADDITIONAL SERVICES

Nitsch Engineering will be compensated for services requested by the Client that exceed the "SCOPE OF SERVICES" outlined herein. Charges for any Additional Services will be billed in accordance with the attached Standard Contract Terms or the Standard Contract Terms in effect at the time the services are provided. Additional Services will not be accomplished unless Nitsch Engineering has verbal approval from the Client.

METHOD OF PAYMENT

Costs incurred on this project will be billed monthly on a percentage complete of lump-sum basis as outlined in the attached Standard Contract Terms. The Client agrees to invoice the Owner within 10 calendar days after receipt of Nitsch Engineering's invoice. Payment will be due within five (5) calendar days after receipt of payment by the Client from the Owner. The Client will make reasonable and diligent efforts to collect prompt payment from the Owner.

Should the billing/payment cycle be delayed by the Client or the Owner due to no fault of Nitsch Engineering, Nitsch Engineering expects full payment from the Client within 10 days of the invoice date.

Ms. Brooke Trivas: Nitsch Proposal #14166.1P
June 29, 2020
Page 4 of 5

TERMINATION

Nitsch Engineering reserves the right to revise this proposal should the signed copy not be received by July 29, 2020. This agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If this agreement is terminated by the Client, Nitsch Engineering will be paid for services rendered on the basis of services performed.

If Nitsch Engineering is authorized to commence and/or continue providing its services on the project, either verbally or in writing, prior to the full execution of a written contract, such authorization will be deemed an acceptance of this proposal, and all such services will be provided and compensated for in accordance with the terms and conditions contained herein as though this proposal were fully executed by the Client.

Thank you for requesting this proposal. We look forward to working with you on this project. Should the conditions in this proposal and the enclosed Standard Contract Terms meet with your approval, please sign the Client Authorization section below and return this proposal and the Standard Contract Terms to us for our files.

If you have any questions, please call.

Very truly yours,

Nitsch Engineering, Inc.



Denis R. Seguin, PLS
Vice President, Director of Land Surveying

DRS/ajc

Enclosures: Standard Contract Terms
Survey Limits Sketch

Ms. Brooke Trivas: Nitsch Proposal #14166.1P
June 29, 2020
Page 5 of 5

CLIENT AUTHORIZATION

This proposal and Standard Contract Terms are hereby accepted by the Client as evidenced by the execution hereof, and such a person so executing the same on behalf of the Client does hereby warrant full authority to act for, in the name of, and on behalf of the Client.

Such acceptance provides full authorization for Nitsch Engineering to proceed with providing the Scope of Services under the terms and conditions stated herein.

Signature

Date

Printed Name and Title

CONTRACT TERMS
Nitsch Proposal # _____
(Modified November 15, 2019)

The Client has entered into a written agreement with the Project Owner ("Owner"), hereinafter known as the Prime Agreement (attached) for providing services as described in the Prime Agreement in connection with the project ("Project"). Nitsch Engineering, Inc. ("Nitsch Engineering") and the Client have agreed that Nitsch Engineering will perform services ("Services") as part of the Prime Agreement and more specifically as identified in the attached proposal. The portion of the Project for which Nitsch Engineering is providing services is hereinafter called This Portion of the Project. Nitsch Engineering does not have any duties or responsibilities for any other portion of the Project.

The following Contract Terms, together with the attached proposal and Prime Agreement constitutes the terms of the Agreement between Nitsch Engineering and the Client with respect to the performance of the Services on the Project.

To the extent that the provisions of the Prime Agreement apply to This Portion of the Project, the Client shall assume toward Nitsch Engineering all obligations and responsibilities that the Owner assumes toward the Client, and Nitsch Engineering shall assume toward the Client all obligations and responsibilities that the Client assumes toward the Owner. Insofar as applicable to this Agreement, the Client shall have the benefit of all rights, remedies and redress against Nitsch Engineering that the Owner, under the Prime Agreement, has against the Client, and Nitsch Engineering shall have the benefit of all rights, remedies and redress against the Client that the Client, under the Prime Agreement has against the Owner. Where a provision of the Prime Agreement is inconsistent with a provision of this Agreement, the Prime agreement shall govern.

EFFECTIVE DATE

This Agreement will become effective upon Nitsch Engineering's receipt of authorization to proceed. This proposal is subject to renegotiation if acceptance is not received within 30 days or as stated in the proposal.

1. SCOPE OF SERVICES

Nitsch Engineering shall perform the Services described in the attached proposal.

If Nitsch Engineering's services include the performance of any service during the construction phase of the Project, it is understood that the purpose of any such services (including any visits to the site) will be to enable Nitsch Engineering to perform the duties and responsibilities assigned to and undertaken by it as an experienced and qualified design professional, and to provide the Client with confidence that the completed work of the contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the contractor(s). Nitsch Engineering shall not, during such visits or as a result of any observations of construction, supervise, direct, or have control over the contractor's(s') work nor shall Nitsch Engineering have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the contractor(s) or safety precautions and programs incident to the work of the contractor(s) or for any failure of the contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the contractor(s) furnishing and performing their work. Nitsch Engineering does not guarantee the performance of the construction contract by

the contractor(s), and does not assume responsibility for the contractor's(s') failure to furnish and perform their work in accordance with the Contract Documents.

Nitsch Engineering shall review and approve (or take other appropriate action with respect to) shop drawings, samples, and other data which the contractor(s) is (are) required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such review and approvals or other actions shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto, nor to dimensions or quantities. Nitsch Engineering's review or other actions, as described above, shall not constitute approval of an assembly of which an item is a component, nor shall it relieve the contractor(s) of (a) their obligations regarding review and approval of any such submittals; (b) their exclusive responsibility for the means, methods, sequences, techniques, and procedures of construction, including safety of construction, or (c) for compliance with the Contract Documents. Nitsch Engineering shall be entitled to rely upon the accuracy and completeness of surveys, reports, drawings, plans, and other documents prepared by third parties, including consultants and contractors independently retained by the Client.

2. STANDARD OF CARE

The Client acknowledges that the Services provided by Nitsch Engineering in this Agreement may require Nitsch Engineering to make decisions based on experience and professional judgment, rather than on precise scientific or empirical criteria. In performing its Services, Nitsch Engineering shall use that degree of care and skill ordinarily exercised by competent members of the engineering profession as of the date of the performance of the Services, in the same locality at the site, and under the same or similar circumstances and conditions. Nitsch Engineering shall perform its Services as expeditiously as is consistent with the orderly progress of the Project. No other representations or warranties, whether express or implied, are applicable with respect to the Services rendered hereunder, the ("Standard of Care").

3. REGULATORY AGENCIES

Nitsch Engineering shall exercise reasonable efforts, to the extent consistent with the Standard of Care, to comply with applicable zoning and codes for the Project required by those governmental agencies having jurisdiction over the Project. The Client and the Owner acknowledge that some zoning and code requirements are subject to interpretation. Nitsch Engineering will, as necessary, review such interpretations with Regulatory Agencies relating to its Scope of Services. The Regulatory Agencies may require changes to the Documents that may result in additional costs to the Project. Nitsch Engineering may reasonably request Additional Services to make these changes, which will require the Client's and the Owner's approval in advance, which shall not be unreasonably withheld or delayed.

4. CERTIFICATIONS/AFFIDAVITS

The proposed language of certificates, affidavits or certifications requested of Nitsch Engineering or Nitsch Engineering's consultants shall be submitted to Nitsch Engineering for review and approval at least fourteen (14) days prior to execution. The Client shall not request

certifications and/or affidavits that would require knowledge or services beyond the scope of this Agreement and/or beyond the professional qualifications and engineering expertise of Nitsch Engineering. Nitsch Engineering shall not be required to sign any document(s), that would result in Nitsch Engineering having to certify, guarantee or warrant the existence of conditions Nitsch Engineering cannot ascertain.

5. INVOICE AND PAYMENT TERMS; SUSPENSION OF SERVICES

Invoices shall be sent to the Client monthly for the prior month, and payment is due within ten (10) calendar days of receipt of payment by the Client from the Owner. If the Client fails to make payment when due for services and reimbursable expenses, Nitsch Engineering may, upon seven (7) days' written notice to the Client, suspend performance of services under this Agreement. Unless payment in full is received by Nitsch Engineering within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, Nitsch Engineering shall have no liability to the Client for delay or damage caused to the Client because of such suspension of services for failure of the Client to make payment to Nitsch Engineering. If the Client fails to pay Nitsch Engineering for services rendered, the Client agrees to pay all costs of collection, including, but not limited to, any reasonable attorney fees and costs.

Remit to address:

Check Payments:

Nitsch Engineering, Inc.
Attention: Accounting
Department 2 Center
Plaza, Suite 430
Boston, MA 02108

Electronic Payments:

ACH and Wire Transfer information will be provided upon request.

6. RESTART

If the Project is stopped for a period greater than sixty (60) days, a restart fee of 10% of the project fee will be required to compensate Nitsch Engineering for the necessary premium time and remobilization of staff and materials. If the duration of the Project stoppage exceeds one hundred and eighty (180) days in the aggregate, an additional adjustment shall be applied to the fee or hourly billings rates, as applicable at the discretion of Nitsch Engineering to cover wage increases and general price escalation.

7. TERMINATION

This Agreement may be terminated by the Client or Nitsch Engineering upon seven (7) days' written notice. In either case, all amounts due for services and reimbursable expenses as of the date of receipt of cancellation notice shall be paid to Nitsch Engineering within 30 days from the date of Nitsch Engineering's final invoice following notice of termination. In the event of termination by the Client for reasons not the fault of Nitsch Engineering, the Client shall pay Nitsch Engineering in addition to payment for services rendered and reimbursable expenses, all expenses reasonably incurred by Nitsch Engineering in connection with the underlying termination of its Services on the Project, including but not limited to demobilization and other costs.

8. WAIVER OF SUBROGATION

The Client and Nitsch Engineering and their insurers waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, but only to the extent such damages are covered by the proceeds of any property or other insurance. The Client and Nitsch Engineering shall each require similar waivers from their contractors, consultants, and agents.

9. INSURANCE

Nitsch Engineering is protected by Workers' Compensation, Commercial General Liability, Automobile Liability and Professional Liability Insurance. Nitsch Engineering shall maintain, for the duration of this Agreement, the insurance required of the Client's subconsultants in Article 15 of the Prime Agreement. Nitsch shall provide to the Client certificates of insurance evidencing compliance with the insurance requirements in Article 15 of the Prime Agreement.

10. TRANSFER, REASSIGNMENT OF AGREEMENT, THIRD PARTIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client, Owner or Nitsch Engineering. Nitsch Engineering's relationship under this Agreement is solely with the Client and the Owner. Privity of contract exists only between the Client and Nitsch Engineering and is not expressed or implied with respect to any other party, including, the contractor, subcontractors, Client's consultants, Owner's consultants, and in regard to a condominium project, the Homeowner Association "HOA", individual unit owners, individual unit owner investors or any other party with whom the Client or Owner now have or may hereafter enter into an agreement with respect to the Project. Neither party, without the prior written consent of the other party, shall transfer, sublet, assign any rights or interest in this Agreement (including, without limitation, monies that are due or monies that may be due). Subcontracting to subconsultants normally contemplated by Nitsch Engineering shall not be considered an assignment for purposes of this Agreement. To the extent the Client or the Owner enters into any contract or undertaking with a third party or makes any promise or representation to a third party that expands, modifies or alters the Services, Agreement, Scope of Services of Nitsch Engineering without Nitsch Engineering's full knowledge, prior to the written consent, then such expansion, modification or alteration shall be void between the parties and of no force and effect, as to Nitsch Engineering, and shall not cause a reduction in Nitsch Engineering's previously agreed compensation, and the Client will pay Nitsch Engineering for all Services performed.

11. BETTERMENT

If a required item or component of the Project is omitted from the Documents, including but not limited to, quantity variances, zoning and code compliance, as defined in the Proposal and in Section 1 herein, and it results in a claim against the Client and Nitsch Engineering or Nitsch Engineering's subconsultants, Nitsch Engineering and its subconsultants shall not be responsible for the original cost to add such required item or component to the Project, to the extent such item or component would have been required and included in the original Documents. In no event, will Nitsch Engineering or its subconsultants be responsible for the cost of an item or component that provides a betterment or upgrade or enhances the value of the Project to the Owner.

12. LIMITATION OF LIABILITY

To the fullest extent permitted by law, the Client agrees to limit Nitsch Engineering's liability to the Client and anyone claiming by, through, or under the Client, for or on account of all claims and/or damages of any nature whatsoever caused by or arising out of Nitsch Engineering's performance of its Services, such that the total aggregate liability of Nitsch Engineering for any and all claims and/or damages of any nature whatsoever, arising out of the performance of Nitsch Engineering's Services on the Project, whether arising in tort, breach of contract, contractual indemnification, breach of express or implied warranty, or any other theory of liability, shall not exceed \$500,000.

13. HAZARDOUS WASTE/ASBESTOS/CONTAMINANTS

Nitsch Engineering shall not be responsible for the discovery, treatment, disposal, permitting, reporting of any services involving or relating to the presence of or the actual or threatened release, escape, or discharge of hazardous waste, hazardous materials, toxic materials, oil, asbestos, and/or other contaminants which may exist on the site, in any of the existing structures on the site, or due to the proposed development. It is agreed that the Client, to the fullest extent permitted by law, shall release and indemnify and hold harmless Nitsch Engineering and its consultants, agents, and employees, from and against all claims, damages, losses, and expenses, direct and indirect, including but not limited to attorney's fees and defense costs, arising out of or resulting from or in any way connected with detection, presence, handling, removal, abatement or disposal of any hazardous waste, hazardous materials, toxic materials, oil, asbestos and / or other contaminants that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability, or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of Nitsch Engineering. Nitsch Engineering may, at its sole option, and without liability for consequential or other damages, suspend performance of its Services on the Project upon discovery of hazardous waste, hazardous materials, toxic materials, oils, asbestos and / or other contaminants until the Client contains such and warrants that the Project site is in full compliance with applicable laws and regulations.

14. OWNERSHIP AND USE OF DOCUMENTS

All documents including drawings and specifications, design concepts, inventions, propriety information developed for the Project, including electronic documents prepared or furnished by Nitsch Engineering under this Agreement are instruments of service for use solely with respect to the Project ("Documents"). Upon execution of this Agreement, Nitsch Engineering grants to the Client a license to use Nitsch Engineering's Instruments of Service in the same manner and to the same extent as the Client has granted a license to the Owner in the Prime Agreement, except that if the Prime Agreement vests ownership and/or copyright in the Owner, the terms governing documents in the Prime Agreement shall govern. Any reuse without written approval, verification or adaptation by Nitsch Engineering for the specific purpose intended will be at the Client's sole risk and without any liability or legal exposure to Nitsch Engineering

or its consultants. The Client accordingly waives all claims and shall indemnify and hold harmless Nitsch Engineering, and its consultants, from any and all claims, damages, losses, and expenses including reasonable attorney's fees arising out of or resulting from the unauthorized use. At Nitsch Engineering's sole discretion, it may allow the Client to reuse the Documents with written approval, verification or adaptation of the Documents by Nitsch Engineering, which will entitle Nitsch Engineering to additional compensation to be mutually agreed upon by the Client and Nitsch Engineering.

Further, Nitsch Engineering agrees to provide materials to the Client stored electronically. The Client recognizes that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media ("CADD Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Client is aware that differences may exist between the electronic files delivered and the printed hard-copy final documents. In the event of a conflict between the signed final documents prepared by Nitsch Engineering and electronic files, the signed or sealed hard-copy final documents shall govern.

15. ESTIMATES AND/OR OPINIONS OF COST

Any estimates or opinions of project or construction costs are provided by Nitsch Engineering on the basis of Nitsch Engineering's experience and qualifications as an engineer and represent its best judgment as an experienced and qualified engineer familiar with the construction industry. Since Nitsch Engineering has no control over the cost of labor, materials, equipment, or services furnished by others or over competitive bidding or market conditions, it cannot guarantee or represent that proposals, bids, or actual project costs or construction costs will not vary from any estimates or opinions of costs prepared by Nitsch Engineering. Similarly, since Nitsch Engineering has no control over building or site operation and/or maintenance costs, Nitsch Engineering cannot and does not guarantee or represent that the actual building or system operating or maintenance costs will not vary from any estimates given by Nitsch Engineering.

16. SERVICES MADE NECESSARY BY CONTRACTOR PERFORMANCE

It is the Client's responsibility to hire the contractor, and it is the contractor's responsibility to install and complete fully operable systems. The Client agrees to pay Nitsch Engineering at the Hourly Billing Rates listed in Exhibit A for all its troubleshooting work due to contractor's inability to achieve a satisfactory operation.

To the fullest extent permitted by law, the Client shall hold harmless and indemnify Nitsch Engineering, its officers, agents, employees, and consultants, from any and all liabilities, claims, damages, and suits arising out of the negligence of the Client, its agents, or the negligence of any contractor(s) or subcontractor(s) performing any portion of the work and supplying any materials, or any other parties

17. HOURLY BILLING RATES

Unless stated otherwise in the proposal, Nitsch Engineering's hourly billing rates are included in Exhibit A.

18. REIMBURSABLE EXPENSES

The Client shall reimburse Nitsch Engineering for the Reimbursable Expenses necessarily incurred by Nitsch Engineering or Nitsch Engineering's employees directly relating to the Project and listed in Article 9 of the Prime Agreement. Reimbursable Expenses are in addition to compensation for Nitsch Engineering's services and Additional Services.

19. APPLICABLE STATE LAW

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

20. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Neither party, nor their parent, affiliated or subsidiary companies, nor the officers, directors, employees or agents of any of the forgoing, shall be liable to the other in any action or claim brought by either party against the other for incidental, indirect, or consequential damages, which include but are not limited to loss of income, profit, revenue, and goodwill, arising out of or related to the Services whether based on contract, tort, statute or otherwise.

21. SERVICES INVOLVING UAVs

In the event of any unmanned aerial system(s) or unmanned aerial vehicle(s) (hereinafter collectively referred to as "UAV") use on the project, Nitsch Engineering's liability for such use shall be limited to damages to the extent caused by its negligence, subject to the further provisions of this article. Nitsch Engineering shall rely on the specific requirements in the Scope of Services to perform any services with the use of any UAV. Nitsch Engineering shall not be responsible for obtaining or examining any images or other information gathered by or resulting from any UAV use (collectively, "Images"), if such Images are not expressly required in the Scope of Services. Nitsch Engineering shall not be responsible for alerting the Client to any Images, for any purpose, regardless of any consequence to the project, if such purpose is not expressly required in the Scope of Services. Any unrequested or unused Images shall be discarded, and the Client agrees to such disposal and agrees that Nitsch Engineering shall not be liable for any such disposal. Nitsch Engineering shall not be liable for any damages, claims, liabilities, or expenses of any kind related to any unauthorized use of any UAV, or any Images.

In the event of any UAV use, the Client and the Owner agree to provide sufficient access to the site and remove any and all potential obstructions, including but not limited to snow and debris, from the site prior to the date on which services involving UAV use are scheduled, or indicated, to be performed. The Client and the Owner agree to restrict access to the site while the UAV is in operation, and to provide advance notice to all individuals, located in the vicinity of the project, of said restriction.

22. DISPUTE RESOLUTION

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to the same dispute resolution provisions as set forth in the Prime Agreement, except that if the claim, dispute or other matter in questions is unrelated to a dispute between the Client and Owner, or if Nitsch Engineering is legally precluded from being a party to the dispute resolution procedures set forth in the Prime Agreement, then claims, disputes or other matters in question shall be resolved in accordance with the procedures set forth in this Article 22. If such matter relates to or is the subject of a lien arising out of Nitsch

Engineering's services, Nitsch Engineering may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter under the dispute resolution provisions set forth in the Prime Agreement.

If claims, dispute or matters in question are unrelated to a dispute between the Client and Owner, or if Nitsch Engineering is legally precluded from being a party to the dispute resolution procedures set forth in the Prime Agreement, then such claims, disputes or matters in question shall be subject to the following process.

Prior to the initiation of any legal proceedings, the parties agree to submit all claims, disputes, or controversies arising out of, or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation. Mediation shall be conducted under the auspices of the Construction Industry Rules of the American Arbitration Association in accordance with its existing terms and procedures, unless the parties mutually agree otherwise. The cost of mediation shall be borne equally by the parties. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this Agreement and the American Arbitration Association. This Article shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such a claim or dispute under the laws of the Commonwealth of Massachusetts. In the event that the dispute is not resolved in mediation, the parties may submit the dispute to litigation in a court of competent jurisdiction, which shall be the method of binding dispute resolution for any claim or dispute under this Agreement.

CONTRACT TERMS
Nitsch Proposal # _____
(Modified November 15, 2019)

EXHIBIT A

Hourly Billing Rates

The hourly billing rates are subject to change as a result of changes in market conditions.
The current hourly billing rates are, as follows:

Department: Land Survey

Senior Project Manager – Survey, PLS	\$150.00
Project Manager – Survey, PLS	\$150.00
Project Surveyor, PLS	\$150.00
Senior Survey Technician	\$140.00
Survey Technician 3	\$125.00
Survey Technician 2	\$110.00
Survey Technician 1	\$95.00
Administrative	\$80.00
Survey Robotic Services	\$140.00

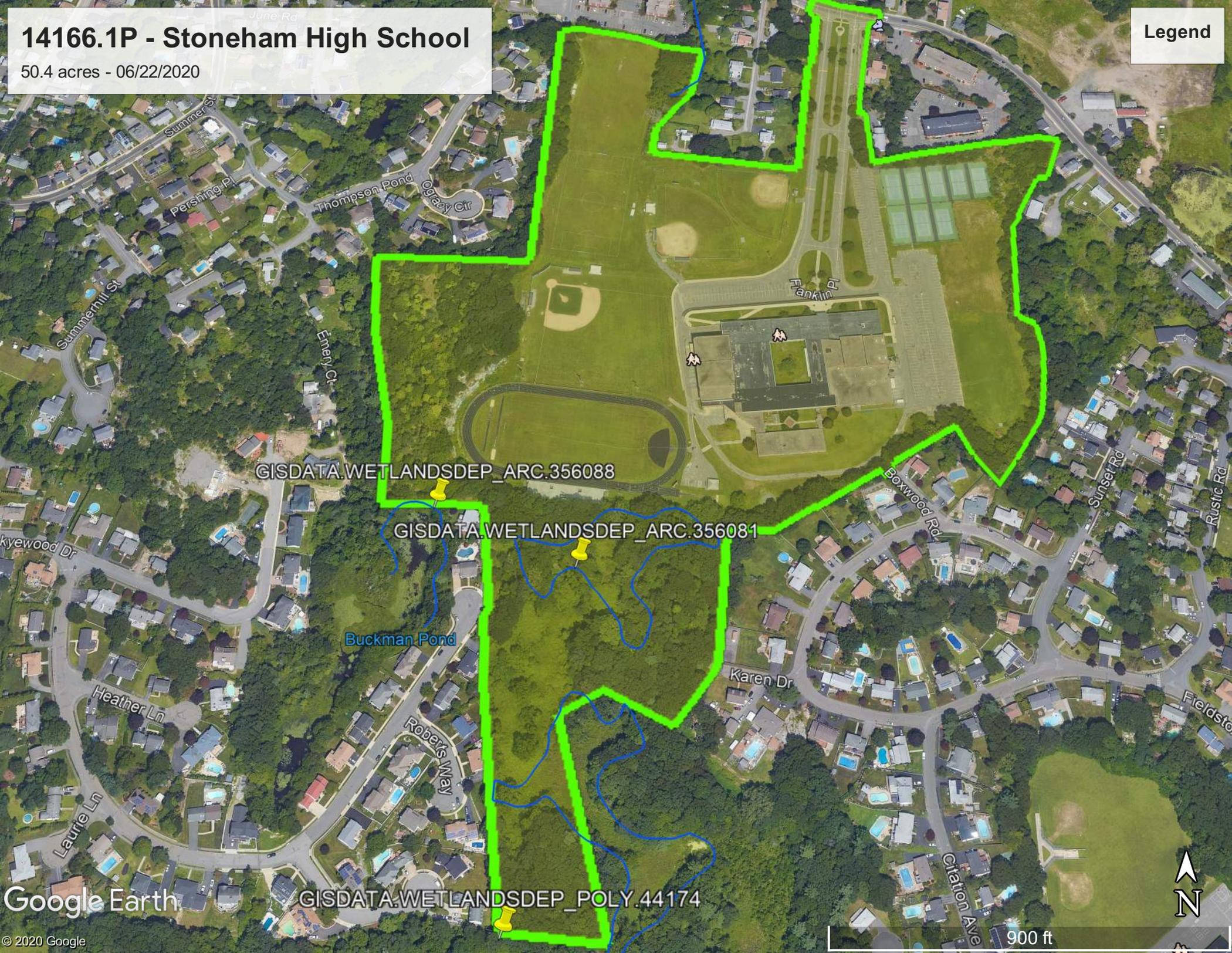
Other Services, include:

Expert Witness	\$310.00
GIS Manager	\$130.00

14166.1P - Stoneham High School

50.4 acres - 06/22/2020

Legend



GISDATA.WETLANDSDEP_ARC.356088

GISDATA.WETLANDSDEP_ARC.356081

Buckman Pond

GISDATA.WETLANDSDEP_POLY.44174

Google Earth

© 2020 Google



900 ft

From: [Denis R. Seguin](#)
To: [Trivas, Brooke](#)
Cc: [Weaver, Susan](#); [Liu, Xi](#)
Subject: RE: Stoneham High School
Date: Thursday, July 9, 2020 10:13:32 AM
Attachments: [image002.png](#)
[image003.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image001.png](#)

The wetlands is included where it would impact. We only doing those areas that would impact the site. This site has a substantial number of wetlands to the south. We're doing the northern edge. We're not chasing it in and out of the woods in areas that don't affect the design. There's a brook that comes in from the north that's also included.

Denis Seguin, PLS | Vice President -- Land Surveying

Nitsch Engineering | 2 Center Plaza, Suite 430, Boston, MA 02108 | www.nitscheng.com
Main: 617-338-0063 | Direct: 857-206-8723 | Cell: 617-691-7043 | DSeguin@nitscheng.com
A Women-Owned Business Enterprise

Celebrating 30 years of building better communities with you
Boston, MA | Lawrence, MA | Worcester, MA | Washington, DC



Four Years in a Row!



From: Trivas, Brooke <Brooke.Trivas@perkinswill.com>
Sent: Thursday, July 9, 2020 10:06 AM
To: Denis R. Seguin <dseguin@nitscheng.com>
Cc: Weaver, Susan <Susan.Weaver@perkinswill.com>; Liu, Xi <Xi.Liu@perkinswill.com>
Subject: Stoneham High School

External Sender

What about wetland delineation where there may be critical impact to the siting location and design work.

Brooke

Brooke Trivas
Practice Leader, Principal
t +16174063440 m +16179533812

Perkins&Will

From: Denis R. Seguin <dseguin@nitscheng.com>
Sent: Monday, June 29, 2020 6:56 PM
To: Trivas, Brooke <Brooke.Trivas@perkinswill.com>
Cc: Weaver, Susan <Susan.Weaver@perkinswill.com>
Subject: Re: Stoneham High School

Yes, this will get us to DD phase.

Sent from my iPhone

On Jun 29, 2020, at 6:20 PM, Trivas, Brooke <Brooke.Trivas@perkinswill.com> wrote:

External Sender

We won't have any more money until DD phase.
Is that what you mean?

Brooke

Brooke Trivas
Practice Leader, Principal
t +16174063440 m +16179533812

<[image001.png](#)>

From: Denis R. Seguin <dseguin@nitscheng.com>
Sent: Monday, June 29, 2020 3:28 PM
To: Trivas, Brooke <Brooke.Trivas@perkinswill.com>
Cc: Weaver, Susan <Susan.Weaver@perkinswill.com>
Subject: RE: Stoneham High School

It's a drone survey with horizontal and vertical control, and boots on the ground for utilities, existing building and wetlands and Lidar for contours in the wooded areas . This is not a full survey with Boundary and hard surfaces topo. This survey will have good contour elevations, asphalt location, building location and wetlands. Once you get SMBA approval, we'd need to update it with additional topo and boundary estimated to be an additional \$30,000 - \$40,000.

Denis Seguin, PLS | Vice President -- Land Surveying

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[<image002.png>](#)

[<image003.png>](#)

[<image004.jpg>](#)

[<image005.png>](#)

[<image006.png>](#)

[<image007.png>](#)

From: Trivas, Brooke <Brooke.Trivas@perkinswill.com>

Sent: Monday, June 29, 2020 3:11 PM

To: Denis R. Seguin <dseguin@nitscheng.com>

Cc: Weaver, Susan <Susan.Weaver@perkinswill.com>

Subject: RE: Stoneham High School

External Sender

Thank you.

Help me out here.

This is not an on the ground survey but rather drone?

Will this get us fully through Schematic Design? Or once we know the site we need to do more.

Thanks!

Brooke

Brooke Trivas

Practice Leader, Principal

t +16174063440 m +16179533812

[<image008.png>](#)

From: Denis R. Seguin <dseguin@nitscheng.com>
Sent: Monday, June 29, 2020 2:20 PM
To: Trivas, Brooke <Brooke.Trivas@perkinswill.com>
Cc: Weaver, Susan <Susan.Weaver@perkinswill.com>
Subject: RE: Stoneham High School

Hi Brooke,

I prepared a proposal for Stoneham. It's basic service to get by phase 1.

Denis Seguin, PLS | Vice President -- Land Surveying

Nitsch Engineering | 2 Center Plaza, Suite 430, Boston, MA 02108 | www.nitscheng.com
Main: 617-338-0063 | Direct: 857-206-8723 | Cell: 617-691-7043 | DSequin@nitscheng.com
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Boston, MA | Lawrence, MA | Worcester, MA | Washington, DC

<[image002.png](#)>

<[image003.png](#)>

<[image004.jpg](#)>

<[image005.png](#)>

<[image006.png](#)>

<[image007.png](#)>

From: Trivas, Brooke <Brooke.Trivas@perkinswill.com>
Sent: Friday, June 26, 2020 1:08 PM
To: Fletcher, Alyson <afletcher@nelsonnygaard.com>; Guerra, Vincent <vguerra@nelsonnygaard.com>; Carr, Theresa <TCarr@nelsonnygaard.com>; Ammar Dieb <adieb@uec-env.com>; Amy Happ (PM&C <amyhapp@pmc-ma.com>; peterbradley@pmc-ma.com>; Carr, Theresa <TCarr@nelsonnygaard.com>; Douglas Faria <dfaria@edvancetech.com>; Edward G. Dolan <EGD@bala.com>; JEL@bala.com>; Carol W. DeVeuve <CWD@bala.com>; fsiddique@fsengrs.com>; fl@franklocker.com>; madjid.lahlaf@lgcinc.net; NJ Ollsten <njollsten@nextstage-online.com>; RGreenleaf@arcengrs.com; Virginia Steigerwald <vsteigerwald@nitscheng.com>; David Conway <DConway@nitscheng.com>; Denis R. Seguin <dseguin@nitscheng.com>; Michael Doyle <mdoyle@arcengrs.com>; Carl Nelson <carln@crctfire.com>; mkiesman@crctfire.com; 'John Sousa' <jsousa@crabtree-mcgrath.com>; David Warner <DWarner@warnerlarsen.com>; balram@bplusac.com; Rios, Jeffrey <JRios@akfgroup.com> <Rios>; Jeffrey <JRios@akfgroup.com>;

gleitermann@nextstage-online.com

Cc: Weaver, Susan <Susan.Weaver@perkinswill.com>

Subject: Stoneham High School

External Sender

Hello Stoneham Team.

We hope this email finds you well and safe.

We looking for your fee for Stoneham today.

Susan Weaver sent the request and we have heard back from some of you but not all.

If there is a reason that you are unable to meet this request kindly let us know.

Thank you and take care.

Happy Friday

Brooke

Brooke Trivas

Practice Leader, Principal

t +16174063440 m +16179533812

[<image008.png>](#)

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June 18, 2020

Ms. Brooke Trivas
Perkins + Will
225 Franklin Street, Suite 1100
Boston, MA 02110

Reference: **Proposal for Hazardous Materials Inspection Services
Stoneham High School, Stoneham, MA**

Dear Ms. Trivas:

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

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

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

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

Very truly yours,

Universal Environmental Consultants



Ammar M. Dieb
President

UEC:\proposals\IDM\P&W- Stoneham High School-I

Enclosure

**PROPOSAL
FOR
HAZARDOUS MATERIALS INSPECTION SERVICES
AT THE
STONEHAM HIGH SCHOOL
STONEHAM, MA**

UEC will provide the following services.

SCOPE OF WORK:

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

- A. **Previous Reports** – Obtain a copy of any previous and AHERA reports.
- B. **Inspection for Asbestos Containing Materials (ACM)** – Conduct a determination inspection of the School. Inspection in accordance with Environmental Protection Agency (EPA) NESHAP regulations including destructive testing must be performed during the design phase.
- C. **Bulk Samples Collection** – Collect bulk samples from suspect materials and analyze these samples for asbestos by Polarized Light Microscopy (PLM) using the Point Count Method (if needed). 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	Stage 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** – Perform a visual inspection of caulking. 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 underground oil storage tanks** – Conduct a visual inspection for underground oil storage tanks.
- G. **Testing for mercury in rubber flooring** – Collect two (2) bulk sample 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.
- H. **Testing for radon** – Collect ten (10) air samples for radon and analyze per EPA.
- I. **Testing for Mold** – Perform a visual inspection for mold growth and collect ten (10) air samples and analyze for mold.
- J. **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.

Universal Environmental Consultants
12 Brewster Road
Framingham, MA 01702

FEE:

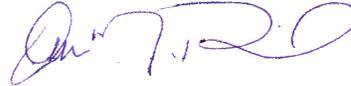
Fee for services will be charged on a Lump Sum basis
The Lump Sum fee of

\$ 4,500.00

The hourly rate for the project manager

\$ 125.00

Proposal Authorized By:



Ammar M. Dieb
President

Proposal Accepted by:

Signature: _____

Name: _____

Title: _____



MEMORANDUM

To: Town of Stoneham
From: Nelson\Nygaard via Perkins & Will
Date: August 3, 2020
Subject: Traffic and Circulation Study Scope and Fee

Existing Conditions

Task 1: Existing Traffic Analysis Review

- Nelson\Nygaard will review the 2013 counts collected from the [Weiss Farm development Traffic Impact Study](#) and create an existing conditions model for Franklin Place at Franklin Street, Franklin Street at Pleasant Street, and Franklin Street at Summer Street
- A synchro model will be created for the above three intersections signals to examine existing conditions and to summarize turning movement patterns, Level of Service, and queue lengths. The results will be documented in one figure and one table to be included in the existing conditions documentation chapter.
- Nelson\Nygaard will also review the transportation considerations laid out in the Stoneham Middle School study, which assessed the site and the intersection of Franklin Street at Franklin Place, but will use the more recent counts included in the above TIS.
- Nelson\Nygaard will project the 2013 counts to an assumed 2020 level of traffic, by using a traffic growth rate assumption approved by the Client.

Task 2: Documentation

- Write report chapter summarizing access conditions, circulation patterns, walking and biking connectivity, school bus circulation, parking and intersection design and performance
- Incorporate up to one round of non-conflicting edits to existing traffic and circulation report

Task 3: Presentation

- Create one slide deck of the existing traffic and circulation conditions that can be used for community/board committee meetings

Schematic Design

Task 1: Future Conditions Modelling

- Based on review of existing traffic conditions and potential geometric safety issues, Nelson\Nygaard will recommend up to two redesign concepts for the main Franklin Place

at Franklin Street intersection and for the layout of Franklin Place as an accessway to and from the school.

- Using synchro and including future student population growth, Nelson\Nygaard will model the same three intersections examined during existing conditions to assess future Level of Service and queue lengths.
- Nelson\Nygaard will model future turning movements for the Franklin Place and Franklin Street intersection for up to one alternative intersection design (to be selected during the above redesign review). The results of the future intersection traffic analysis will be documented in one figure and one table to be included in the existing conditions documentation chapter.
- Nelson\Nygaard will run one turning radii test for the max design vehicle to access the site (design vehicle to be confirmed by Town and School facilities staff). This test will be run on the intersection of Franklin Street at Franklin Place and for up to two internal site circulation intersections. The results of the analysis will be included as images in slides to inform the design team. And the turning test templates will be delivered in AutoCAD to the landscape team for inclusion for future design of the site circulation and material details.

Task 2: Schematic Design Revisions

- Nelson\Nygaard will assist the team in the access sequence, informing the parking program, and walking and biking connectivity and internal circulation
- Nelson\Nygaard will give guidance to the landscape team on recommended bike parking, scale of parking spaces, and bicycle and pedestrian crossing treatments internal to the site and at the main intersection at Franklin Place and Franklin Street

Task 3: Presentation

- If needed, Nelson\Nygaard will prepare up to one slide deck to explain design concepts in the proposed access design alternative

Meetings

Nelson\Nygaard will participate in up to:

- 1 site walk visit with design team and school administration – complete July 8th, 2020
- 1 internal design meetings
- 2 committee meeting presentations
- 2 Board meetings
- 2 community meetings

FEE

Existing Conditions Analysis and Documentation: \$9,550

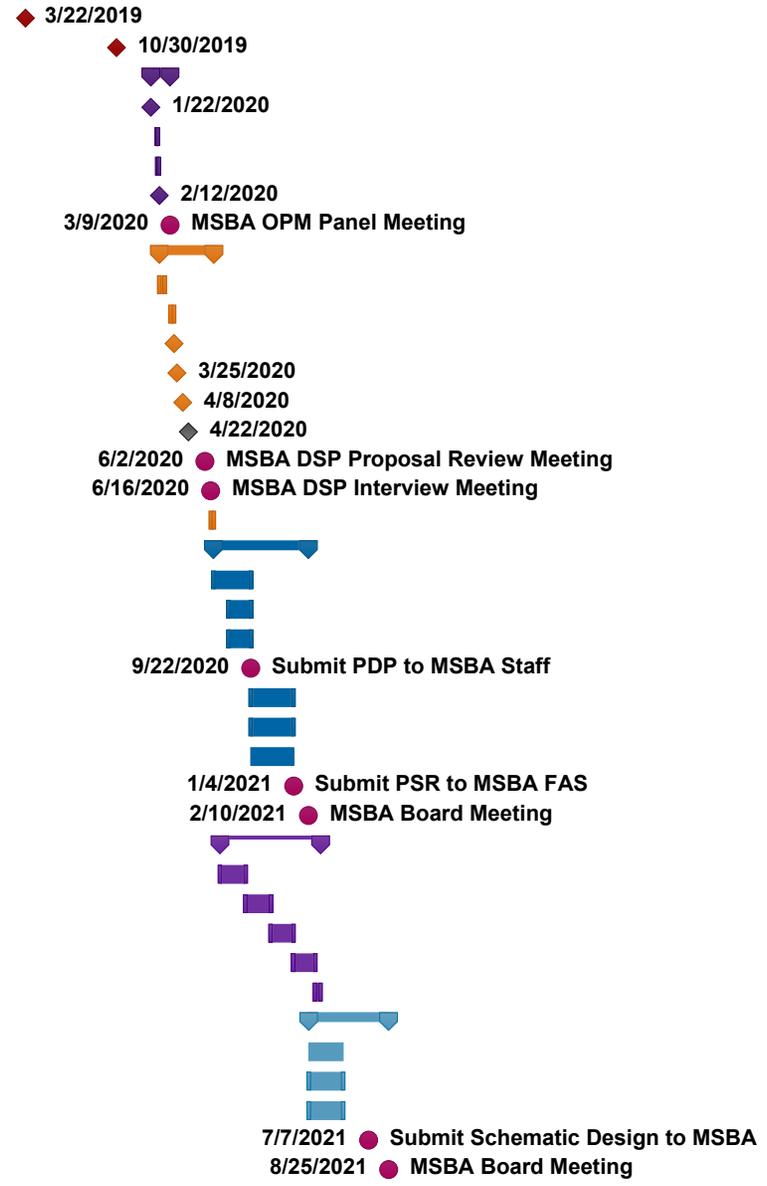
Schematic Design, Future Analysis, and Documentation: \$4,700

Meetings: \$4,500

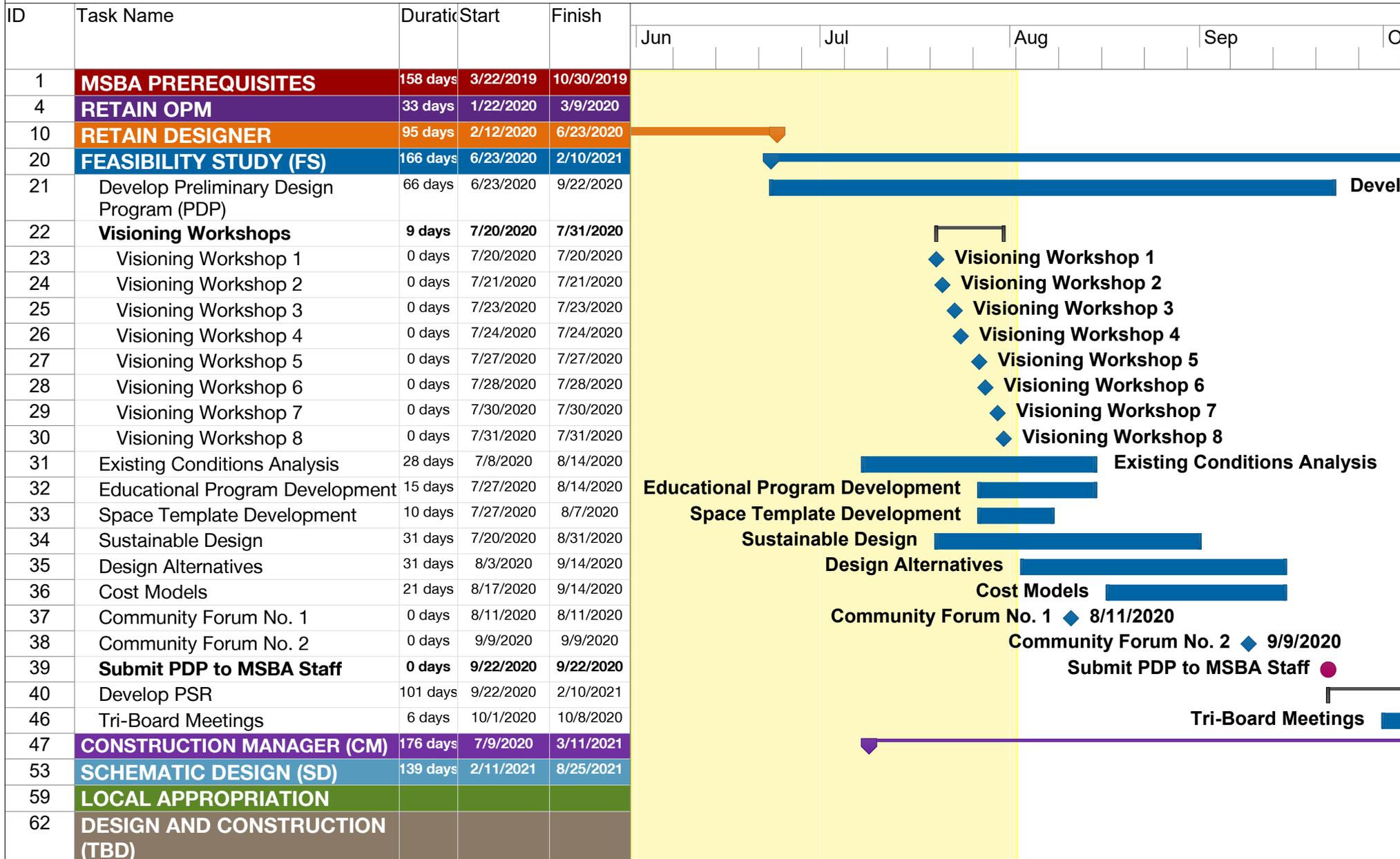
TOTAL FEE: \$18,750

Stoneham High School
Feasibility Study
Preliminary Project Schedule

ID	Task Name	Duration	Start	Finish	2019	2020	2021	2022	2023	2024	2025
1	MSBA PREREQUISITES	158 days	3/22/2019	10/30/2019							
2	Statement of Interest (SOI) Submission	0 days	3/22/2019	3/22/2019							
3	MSBA Invite into Eligibility	0 days	10/30/2019	10/30/2019							
4	RETAIN OPM	33 days	1/22/2020	3/9/2020							
5	Submit OPM Proposals	0 days	1/22/2020	1/22/2020							
6	OPM Interview	2 days	2/6/2020	2/7/2020							
7	Negotiate OPM Contract	2 days	2/7/2020	2/10/2020							
8	Submit Documents to MSBA OPM Panel	0 days	2/12/2020	2/12/2020							
9	MSBA OPM Panel Meeting	0 days	3/9/2020	3/9/2020							
10	RETAIN DESIGNER	95 days	2/12/2020	6/23/2020							
11	Draft Designer RFS and Submit to MSBA	9 days	2/12/2020	2/24/2020							
12	MSBA Approve Draft RFS	7 days	3/10/2020	3/18/2020							
13	Submit to Central Register	0 days	3/19/2020	3/19/2020							
14	Notice in Central Register	0 days	3/25/2020	3/25/2020							
15	Briefing Session	0 days	4/8/2020	4/8/2020							
16	Submit Designer Proposals	0 days	4/22/2020	4/22/2020							
17	MSBA DSP Proposal Review Meeting	0 days	6/2/2020	6/2/2020							
18	MSBA DSP Interview Meeting	0 days	6/16/2020	6/16/2020							
19	Negotiate Designer Contract	5 days	6/17/2020	6/23/2020							
20	FEASIBILITY STUDY (FS)	166 days	6/23/2020	2/10/2021							
21	Develop Preliminary Design Program (PDP)	66 days	6/23/2020	9/22/2020							
22	Community Presentations	39 days	7/30/2020	9/22/2020							
23	Tri-Board Meetings	39 days	7/30/2020	9/22/2020							
24	Submit PDP to MSBA Staff	0 days	9/22/2020	9/22/2020							
25	Develop Preferred Schematic Report (PSR)	75 days	9/22/2020	1/4/2021							
26	Community Presentations	75 days	9/22/2020	1/4/2021							
27	Tri-Board Meetings	75 days	9/22/2020	1/4/2021							
28	Submit PSR to MSBA FAS	0 days	1/4/2021	1/4/2021							
29	MSBA Board Meeting	0 days	2/10/2021	2/10/2021							
30	CONSTRUCTION MANAGER (CM)	176 days	7/9/2020	3/11/2021							
31	Develop and Submit IG Application	45 days	7/9/2020	9/9/2020							
32	IG Application and Approval	45 days	9/9/2020	11/10/2020							
33	RFQ Process	40 days	11/10/2020	1/4/2021							
34	RFP Process	40 days	1/4/2021	2/26/2021							
35	Negotiate CM Contract	10 days	2/26/2021	3/11/2021							
36	SCHEMATIC DESIGN (SD)	139 days	2/11/2021	8/25/2021							
37	Develop Schematic Design	60 days	2/11/2021	5/5/2021							
38	Community Presentations	60 days	2/11/2021	5/5/2021							
39	Tri-Board Meetings	60 days	2/11/2021	5/5/2021							
40	Submit Schematic Design to MSBA	0 days	7/7/2021	7/7/2021							
41	MSBA Board Meeting	0 days	8/25/2021	8/25/2021							
42	LOCAL APPROPRIATION										
45	DESIGN AND CONSTRUCTION (TBD)										



Stoneham High School
Feasibility Study
Preliminary Project Schedule



Project Minutes

Project: Stoneham High School Feasibility Study
 Prepared by: Joel Seeley
 Re: PR Subcommittee Meeting
 Location: Remote Locations
 Distribution: Attendees (MF)

Project No.: 20033
 Meeting Date: 7/29/2020
 Time: 11:30am
 Meeting No: 1

Attendees:

PRESENT	NAME	AFFILIATION
✓	Sharon Iovanni	Chair PR Subcommittee, Community Member
✓	Marie Christie	Co-Chair School Building Committee
✓	Nicole Nial	School Committee Member
✓	Raymie Parker	Chair, Select Board
✓	Lisa Gallagher	Community Member, School Secretary, Past member of Middle School Building Committee
✓	Brooke Trivas	Perkins and Will
✓	Joel Seeley	SMMA

Item #	Action	Discussion
1.1	Record	<p>The dates for the virtual Community Forums during the PDP Phase were discussed and agreed as follows:</p> <ol style="list-style-type: none"> 1. August 11, 2020 at 6:30pm 2. September 9, 2020 at 6:30pm <p>The following actions were agreed upon:</p> <ol style="list-style-type: none"> 1. R. Parker to draft a press release for review by the Subcommittee. 2. J. Seeley to obtain the GoToMeeting link from Amy Palmerino. 3. S. Iovanni to submit press release to local newspaper by 7/31/20. 4. J. Seeley to draft text for Flyer for Community Forum No. 1. B. Trivas to brand the flyer and send to Subcommittee for issuance. 5. L. Gallagher to assemble a Google.Doc for potential email contacts for the Subcommittee to send the flyer to individually and thru social media. 6. R. Parker will contact D. Sheehan for email address.

The information herein reflects the understanding reached. Please contact the author if you have any questions or are not in agreement with these Project Minutes

FOR IMMEDIATE RELEASE:

Contact Sharon Iovanni

781-248-9754

sharon.iovanni@rcn.com



HEADLINE: Stoneham High School Feasibility Study Community Forum Hosted by Stoneham School Building Committee

The Stoneham School Building Committee (SSBC) invites residents and community stakeholders to an interactive online presentation to update you on the planning of the Stoneham High School Project.

The SSBC is in the feasibility phase of the process, and we are looking for community input. There will be a presentation followed by a Q & A session on Tuesday, August 11, 2020 at 6:30 p.m.

For this meeting, you can join us via computer or tablet on the following link:

<https://global.gotomeeting.com/join/942765229>

You may also dial in via phone at: [+1 \(224\) 501-3412](tel:+12245013412) Access Code 942-765-229

The presentation will be made available on the Town of Stoneham SSBC website:

<https://www.Stoneham-Ma.Gov/hsbc>

Any questions in advance or after presentations can be emailed to SSBC@Stoneham-Ma.gov

Stoneham High School Feasibility Study Community Forum 01

Hosted by the Stoneham School Building Committee (SSBC)

Join us for a community meeting to learn about and share your thoughts on a new or renovated school project!

EDUCATIONAL PROGRAMMING /

Gain an understanding of:

- The Visioning sessions and the steps taken to develop the program

PROCESS AND SCHEDULE /

Find out:

- What is the MA School Building Authority (MSBA)
- How the Town is partnering with the MSBA
- What is the project schedule and process

FEASIBILITY STUDY

Learn about:

- What is a Feasibility Study and what is its scope
- The steps required to develop the study

Perkins&Will

Join us by **CLICKING** on the link:

<https://global.gotomeeting.com/join/942765229>

or **CALLING**

+1 (224) 501-3412 Access Code 942-765-229



 6:30pm

 August 11, 2020

 Online

email: SSBC@Stoneham-Ma.gov
website: Stoneham-Ma.Gov/hsbc

**STONEHAM HIGH SCHOOL FEASIBILITY STUDY
SCHOOL BUILDING COMMITTEE**

MEETINGS SCHEDULE AND AGENDAS
June 10, 2020 Updated July 29, 2020

DATE	AGENDA
Feasibility Study Phase (PDP)	
June 22, 2020	SCHOOL BUILDING COMMITTEE MEETING Introduction of Architects Approval of Architect's Proposal Discussion of Project Goals Discussion of Detailed Schedule
July 6, 2020	SCHOOL BUILDING COMMITTEE MEETING Discussion of Educational Programming Process Discussion of Existing Conditions Discussion of Alternative Sites
July 20, 2020	SCHOOL BUILDING COMMITTEE MEETING Existing Conditions Update Discussion of Sustainable Design
July 20, 2020	EDUCATIONAL VISIONING WORKSHOP #1
July 21, 2020	EDUCATIONAL VISIONING WORKSHOP #2
July 23, 2020	EDUCATIONAL VISIONING WORKSHOP #3
July 24, 2020	EDUCATIONAL VISIONING WORKSHOP #4
July 27, 2020	EDUCATIONAL VISIONING WORKSHOP #5
July 28, 2020	EDUCATIONAL VISIONING WORKSHOP #6
July 30, 2020	EDUCATIONAL VISIONING WORKSHOP #7
July 31, 2020	EDUCATIONAL VISIONING WORKSHOP #8
August 3, 2020	SCHOOL BUILDING COMMITTEE MEETING Educational Programming Update Existing Conditions Update Sustainable Design Update Discussion of Design Alternatives
August 11, 2020	COMMUNITY FORUM NO. 1 - INTRODUCTIONS, STUDY SCHEDULE, EXISTING CONDITIONS & EDUCATIONAL PROGRAM
August 17, 2020	SCHOOL BUILDING COMMITTEE MEETING Design Alternatives and Phasing Update Sustainable Design Update Discussion of Cost Models Discussion of Construction Delivery Methods
August 31, 2020	SCHOOL BUILDING COMMITTEE MEETING Design Alternatives and Phasing Update Sustainable Design Update Cost Models Update
September 9, 2020	COMMUNITY FORUM NO. 2 - DESIGN ALTERNATIVES, COST MODELS
September 14, 2020	SCHOOL BUILDING COMMITTEE MEETING Review Refined Design Alternatives and Phasing Review Cost Models Vote to Submit PDP and Top 3 Alternatives
September 22, 2020	SUBMIT PDP PACKAGE TO MSBA
	ADDITIONAL MEETINGS TO BE SCHEDULED

Stoneham High School Feasibility Study

Stoneham, MA

July 21, 2020 (updated 7/22/20)

REFERENCE	ITEM	RESPONSIBILITY
MSBA 3.1.6	<p>➤ PRELIMINARY EVALUATION OF ALTERNATIVES – should include:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Analysis of school district student school assignment practices and available space in other schools in the district <input type="checkbox"/> Tuition agreements with adjacent school districts <input type="checkbox"/> Rental or acquisition of existing buildings for school use <input type="checkbox"/> Base repair option – to meet minimum code requirements <ul style="list-style-type: none"> ○ Code Upgrade ○ Renovation and Additions ○ New Building Construction <p><u>Include for each Alternative</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Description of the Alternative <input type="checkbox"/> Examination of degree it fulfills Educational Program Requirements <input type="checkbox"/> Examination of variation from the spaces identified in the Initial Space Summary <input type="checkbox"/> How it addresses Site and Facility Goals and Objectives <input type="checkbox"/> Assess impact on Construction Phasing <input type="checkbox"/> Estimated Preliminary Construction Costs <input type="checkbox"/> Estimated Preliminary Project Costs <p><u>Results of Preliminary Alternatives should include:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Evaluation Criteria <input type="checkbox"/> How it did/did not address the criteria <input type="checkbox"/> Advantages and Disadvantages of each Alternatives <input type="checkbox"/> Comparative Cost Analysis <p>Conclude with a list of three (minimum) Distinct Alternatives</p>	<p>District - <i>John</i></p> <p>District - <i>John</i></p> <p>District - <i>John</i></p> <p>P & W</p> <p>SMMA</p> <p>P & W</p>
MSBA 3.1.7	<p>➤ LOCAL ACTIONS AND APPROVAL CERTIFICATION</p> <ul style="list-style-type: none"> <input type="checkbox"/> Use Template in Module 3 – Appendix 3D 	District/SMMA
MSBA 3.1.1 MSBA 3.1.1 MSBA 3.1.1	<p>➤ APPENDIX</p> <ul style="list-style-type: none"> <input type="checkbox"/> Copy of SOI <input type="checkbox"/> Copy of the MSBA Board Action Letter <input type="checkbox"/> Copy of the MSBA Design Enrollment Letter 	<p>District – <i>John rec'd</i></p> <p>District – <i>John</i></p> <p>District – <i>John rec'd</i></p>

p:\2020\20033\03-design\3.4 submissions\pdp submission\preliminary design program requirements-rev1.doc

Perkins&Will

STONEHAM HIGH SCHOOL

MSBA MODULE 3 - FEASIBILITY STUDY

AGENDA

**1/ EDUCATIONAL PROGRAMMING
UPDATE**

2/ EXISTING CONDITIONS UPDATE

3/ SUSTAINABLE DESIGN UPDATE

4/ SITE PLANNING SCENARIOS

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Aerial View of Stoneham High School



EDUCATIONAL PROGRAMMING UPDATE

EDUCATIONAL SPACE SUMMARY SAMPLE

Perkins&Will Educational Space Summary- DRAFT

7.28.2020

Stoneham High School		Existing Conditions	
ROOM TYPE	ROOM NFA ¹	# OF RMS	area totals
CORE ACADEMIC SPACES			38,976
<i>(List classrooms of different sizes separately)</i>			
Classroom - General	800	20	16,000
Classroom - General	900	2	1,800
Classroom - General	1,000	7	7,000
Teacher Planning			
Small Group Seminar (20-30 seats)			
Science Classroom / Lab	1,200	8	9,600
Prep Room	150	6	900
Department Office	300	4	1,200
Department Office	1,160	1	1,160
Department Office	1,216	1	1,216
Central Chemical Storage Rm	100	1	100
SPECIAL EDUCATION			5,390
<i>(List classrooms of different sizes separately)</i>			
Self-Contained SPED	800	2	1,600
Self-Contained SPED Toilet			
Resource Room	800	3	2,400
Small Group Room			
Life Skills	500	3	1,500
ART & MUSIC			6,625
Art Classroom - 25 seats	1,200	2	2,400
Art workroom w/ storage & kiln	1,280	1	1,280
Band - 50 - 100 seats	1,936	1	1,936
Chorus - 50 - 100 seats			
Ensemble	300	1	300
Music Practice	90	4	360
Music Storage	294	1	294
VOCATIONS & TECHNOLOGY			7,316
Technology/Engineering Rooms: Computer -Draft	600	2	1,200
Technology/Engineering Rooms: Computer -Draft	1,100	1	1,100
Technology/Engineering Rooms: Computer -Draft	936	1	936
Technology Shop: Cons. Wood/ Child Develop	1,160	1	1,160
Technology Shop: Cons. Wood/ Fashion Lab	1,160	1	1,160
Technology Shop: Cons. Wood/ Culinary	1,160	1	1,160
School Store	600	1	600

Existing Program Summary

Qty of Spaces Space Size

PROPOSED									
Existing to Remain/Renovated			New			Total			
ROOM NFA ¹	# OF RMS	area totals	ROOM NFA ¹	# OF RMS	area totals	# OF RMS	area totals		
		0			32,890		32,890		
		0	850	23	19,550	23	19,550		
		0	100	23	2,300	23	2,300		
		0	2	500	1,000	500	1,000		
		0	1,440	6	8,640	6	8,640		
		0	200	6	1,200	6	1,200		
		0	200	1	200	1	200		
		0			8,050		8,050		
		0	950	5	4,750	5	4,750		
		0	60	5	300	5	300		
		0	500	3	1,500	3	1,500		
		0	500	3	1,500	3	1,500		
		0			6,625		6,625		
		0	1,200	2	2,400	2	2,400		
		0	150	2	300	2	300		
		0	1,500	1	1,500	1	1,500		
		0	1,500	1	1,500	1	1,500		
		0	200	1	200	1	200		
		0	75	3	225	3	225		
		0	500	1	500	1	500		
		0			7,200		7,200		
		0	1,440	5	7,200	5	7,200		

MSBA Requirements

MSBA Guide (refer to MSBA Educational Program...)			
ROOM NFA ¹	# OF RMS	area totals	
		32,890	
850		19,550	825 SF/n
	23	2,300	
	500	1,000	
1,440	6	8,640	3 x 85% C
200	6	1,200	HOW I
			DO YC
200	1	200	
		8,050	
		4,750	DEFIN
950	5	4,750	825-950
60	5	300	
500	3	1,500	1/2 size C
500	3	1,500	1/2 size C
		6,625	
1,200	2	2,400	Assumec
150	2	300	
1,500	1	1,500	Assumec
1,500	1	1,500	
200	1	200	
75	3	225	
500	1	500	
		7,200	
1,440	5	7,200	Assumec
			LIST E

SAMPLE TEMPLATE

EXISTING CONDITIONS UPDATE

Existing Conditions/ Landscape

One-way loop off Franklin St

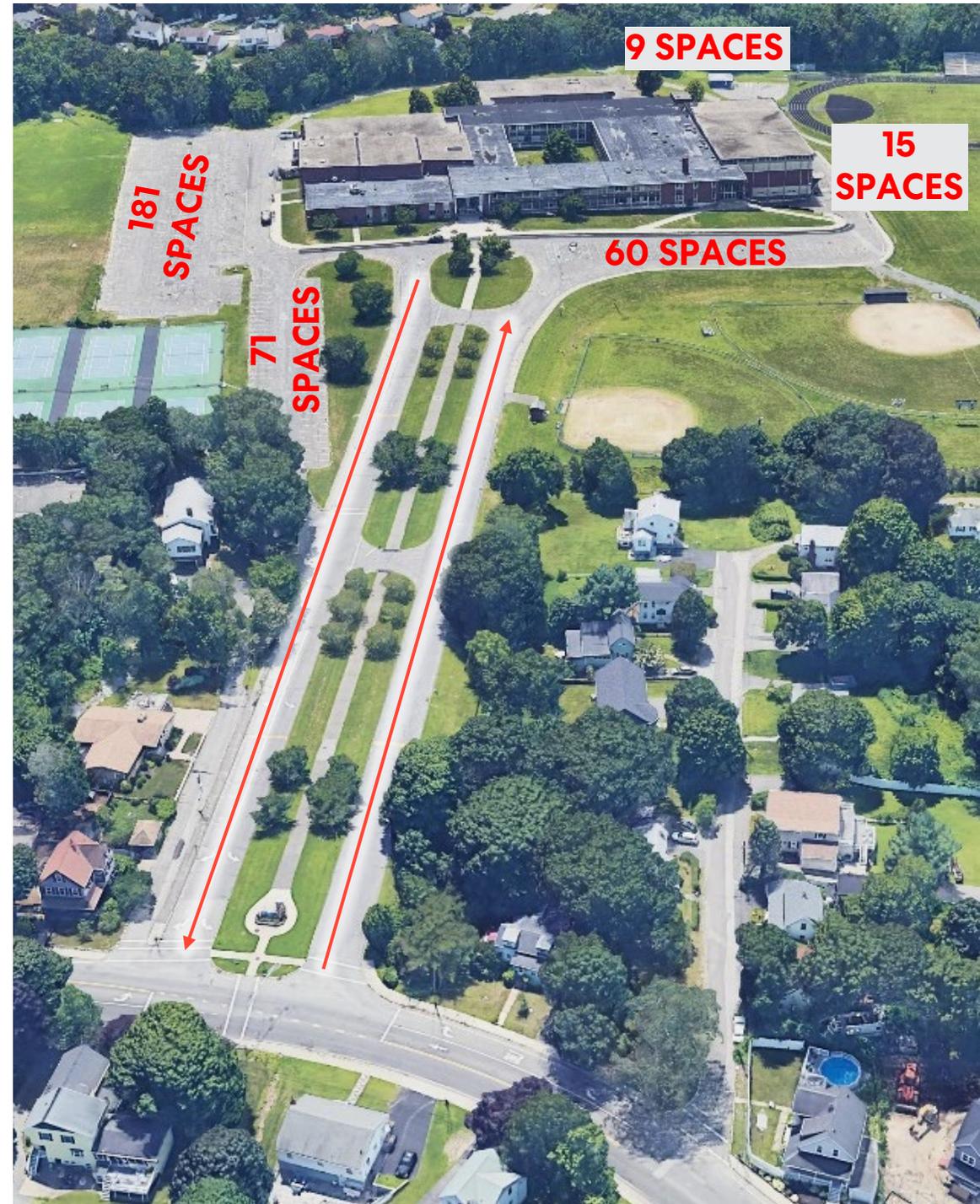
3 main parking lots

Visitor parking

Service parking

Track facility parking

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Existing Conditions/ Landscape

**Significant cracking in asphalt driveway
and parking lots**

Granite curbing moderate condition

Asphalt berm in poor condition

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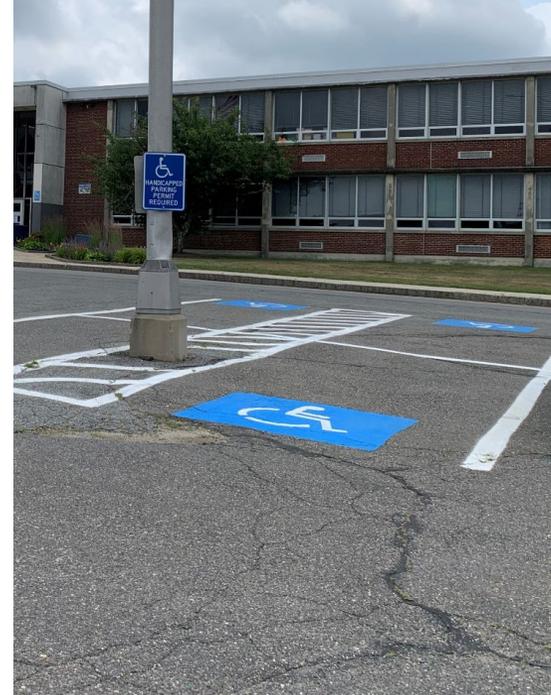


Existing Conditions/ Landscape

Accessibility

- 4 spaces at Main Entrance
- 1 space at Tennis Courts
- Lack of curb cuts and detectable warning

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Existing Conditions/ Landscape

**Pedestrian entrance through landscape
median along Franklin Place**

Informal entrances

Entrance plaza at building

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Existing Conditions/ Landscape

1 & 2: Soccer/Lacrosse

3 & 4: Softball

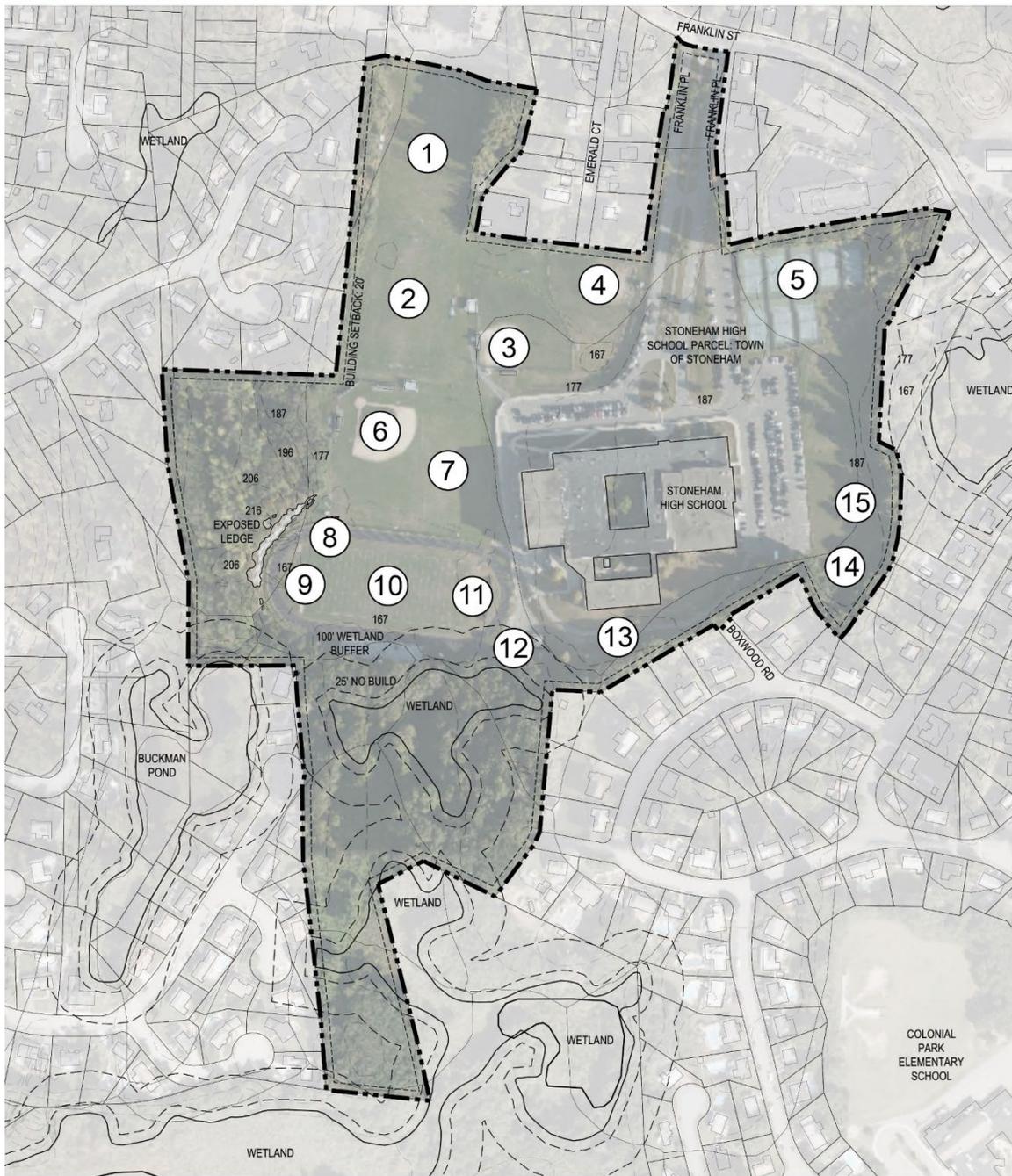
5: Tennis Courts

6 & 7: Baseball and Field Hockey

8: Track

9: Long/Triple Jump

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STONEHAM HIGH SCHOOL
SITE ANALYSIS

Existing Conditions/ Landscape

10: Football Field

11: High Jump

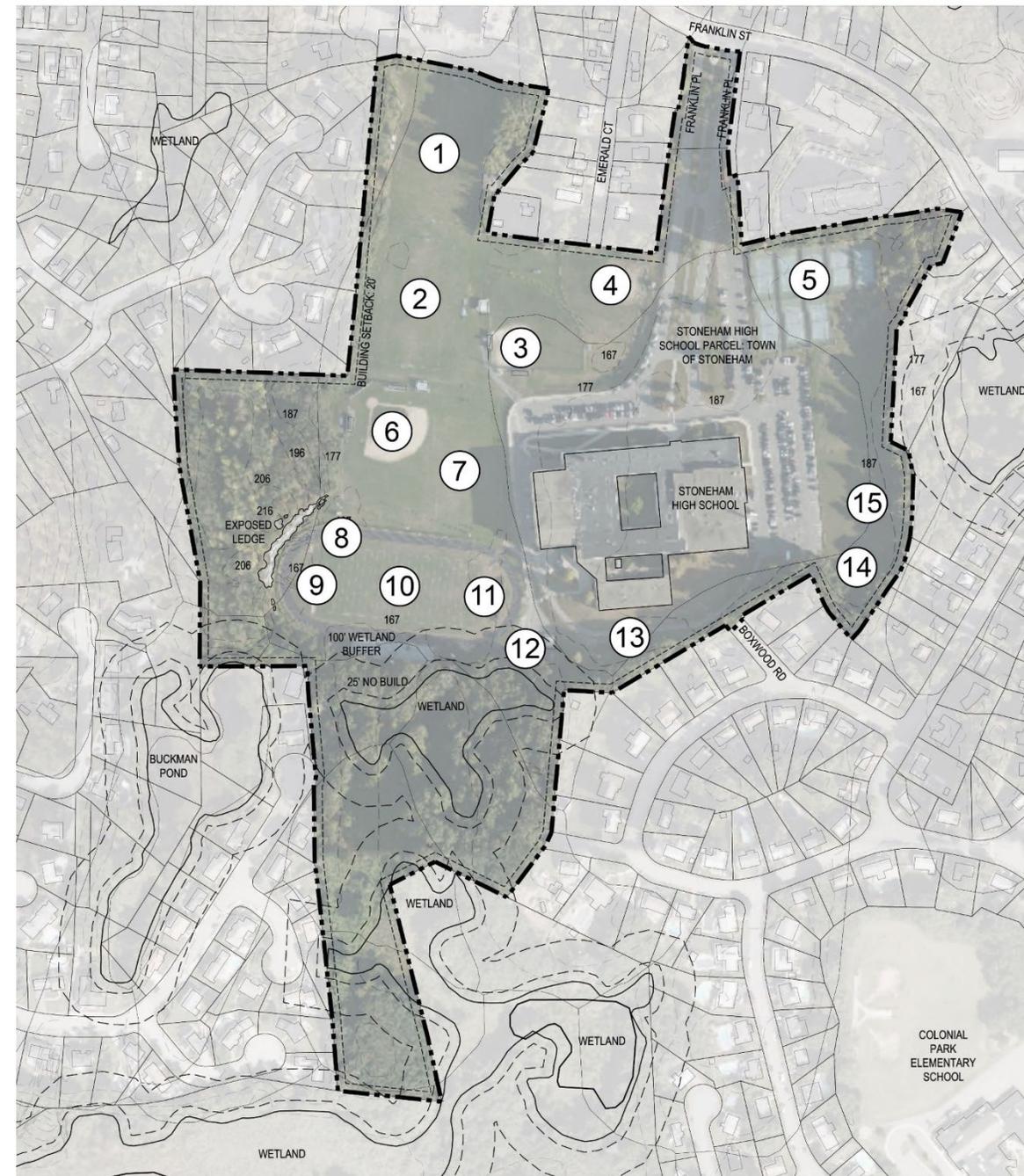
12: Pole Vault

13: Shotput

14: Discus

15: Javelin and Practice Field

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STONEHAM HIGH SCHOOL
SITE ANALYSIS

Existing Conditions/ Landscape

No ADA access to spectator seating

Soccer field in moderate condition and failing fence

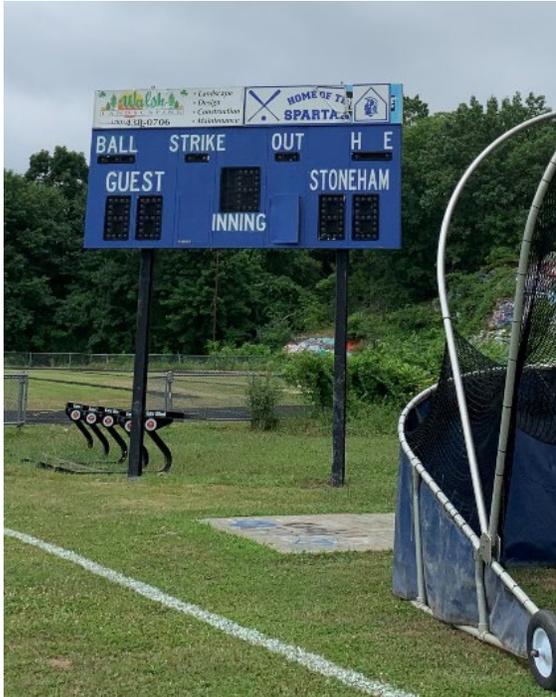
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Existing Conditions/ Landscape

Softball- Saul Weiss Reconstructed
2002 in good condition

Irrigation systems



**Existing Conditions/
Landscape**

Leo Herlihy Memorial Tennis Courts, 8 total

Fair/Poor Condition

Limited accessibility

Terraced Configuration

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Existing Conditions/ Landscape

Rocher-Fillback Track Facility

- Bleachers or pressbox not accessible
- Previous sinkhole issues on football field



Existing Conditions/ Landscape

Site Lighting

- Primarily roadway lighting
- Lack of pedestrian scaled lighting on site
- Wiring problems with sports lighting

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Existing Conditions/ Landscape

Limited outdoor café seating

Greenhouse and gardens

No structured outdoor classrooms



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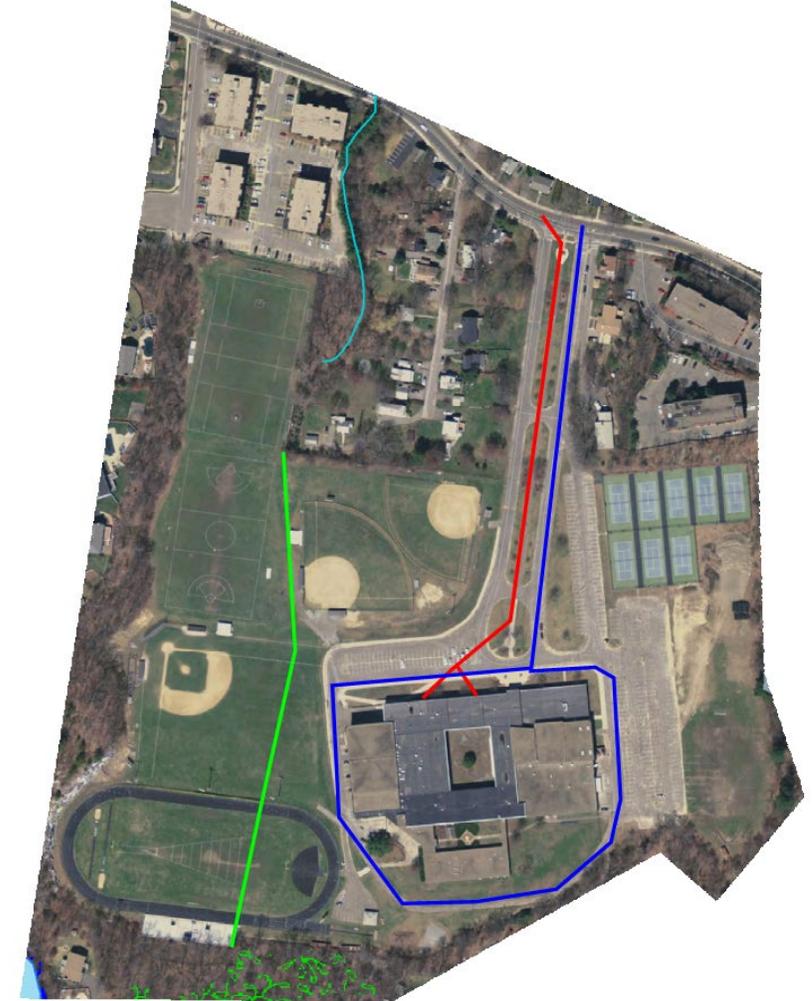
Existing Conditions/ Civil : Nitsch Engineering

Site Utilities

48-inch Storm Drain-Shown in **Green**
Route could be adjusted, slightly

Sanitary Sewer-Shown in **Red**
Sufficient capacity
Elevation an issue if construction is on lower fields

Water lines-Shown in **Blue**
Portions of existing system could be incorporated
into new campus configuration



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Existing Conditions/ Code Compliance (General): Code Red

Construction Type

- Concrete, Unprotected Steel
- Existing insufficient to support addition
- Fire Wall construction

Fire Protection

- New Sprinkler and Fire Alarm Systems required

Egress

- Unenclosed stairs
- Exits to be reevaluated based on new layouts
- Gym up to 1,000 occupants

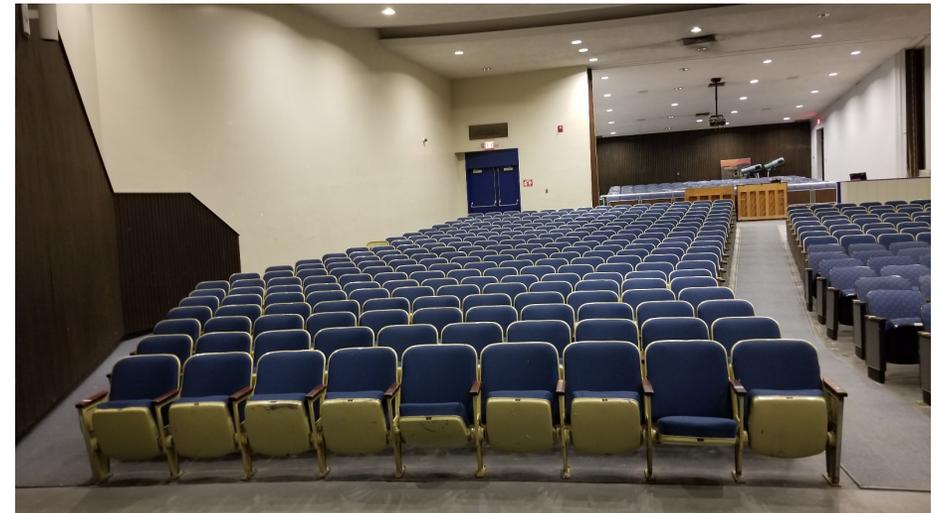
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Existing Conditions/ Code Compliance (Accessibility)

Extensive Upgrades Required:

- Bathrooms
- Locker Rooms
- Entrances
- Auditorium Seating
- Stage Access
- Routes throughout



Existing Conditions/ Structural: B+AC

Framing Construction:

- Generally corresponds to record drawings available
- Floors are cast in place concrete, except for concrete plank gym addition
- Roofs are reinforced concrete. Cast in place at classrooms. Precast at gym, auditorium, kitchen/café. Steel at classroom addition.
- Steel framing at classroom addition, concrete and masonry otherwise
- Foundations are conventional spread footings

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08/07/2020 09:40 AM

Existing Conditions/ Structure

Structural Conditions

- Overall fair condition
- Spalling and cracking of concrete at multiple locations throughout the building.
- Minor cracks in masonry. Efflorescence at stage house back wall
- Many old leaks through roof. Active leaks at the classroom additions potentially due to incorrect execution of joint
- Gym roof to north column connection need repair

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Existing Conditions/ Structure

Structural Considerations:

- Seismic bracing may be needed for walls and structure
- Expansion joints may need to be addressed
- Auditorium: No house fly, trap or pits present. May need framing work
- Gym: Structure displaying signs of aging. Should be repaired to keep. May need seismic bracing.

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Existing Conditions/ HVAC Systems: Bala Engineering

Classrooms

- Classrooms served by heating only unit ventilators
- Cooling systems consist of local, through the wall AC Units

Auditorium / Gym /Locker Rooms /

- Cafeteria
- All spaces served by heating only unit ventilators and air handling systems

Administrative Areas

- Area served by heating and cooling rooftop unit

Recommendations

- All systems, with the exception of the boilers, are well past their useful life.
- Boilers will need to be evaluated based on the energy goals of the project.

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Existing Conditions/ Electrical and Security Systems: Bala

Power

- Electrical Distribution is original to the building and is in poor condition.
- Emergency equipment is well past useful life.

Lighting

- Lighting is fluorescent. Coverage is acceptable but fixtures are in poor condition and create a lot of glare.

Fire Alarm

- Fire alarm system is obsolete.
- System has limited coverage and no smoke detector coverage.

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Existing Conditions/ Electrical and Security Systems

Security

- Security systems (access control and CCTV) are in good working condition. System is connected to a town wide system.
- System should be expanded on for additional coverage.

Recommendations

- All systems are recommended to be replaced.



Existing Conditions/ Fire Protection: Architectural Engineers

**No Water Based Fire Protection
System in School**

**Renovations will require a new water
service and sprinklers**



Existing Conditions/ Plumbing: Architectural Engineers

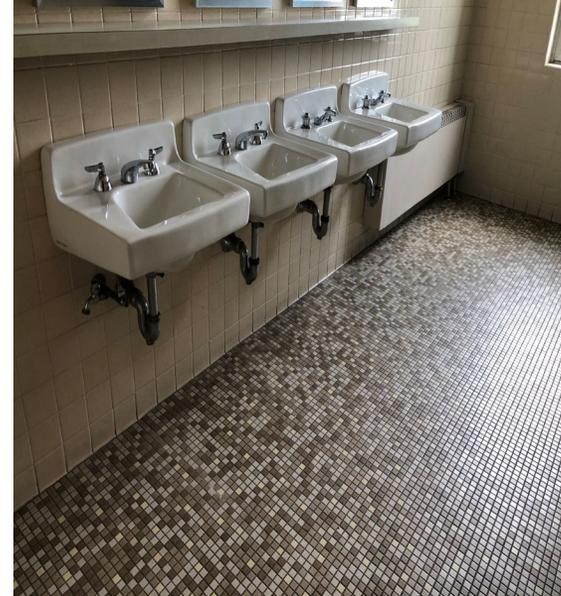
Plumbing Fixtures

- Old Models Need Replacement
- Manual Faucets & Flush Valves Not Water Saving Types
- Classroom Sinks & Faucets Older models need replacement

Domestic Water System

- Size & pressure of service adequate
- HW Boiler & Storage Tank old equipment needs replacement
- CW & HW Piping Systems and Valves are older and need replacement

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Existing Conditions/ Plumbing

Sanitary Waste System

- Some new piping observed
- Most piping older and needs replacement

Storm Drainage

- Roof drains good condition
- Interior piping is older and should be replaced.

Natural Gas

- Medium pressure gas service meets current building needs.
- Piping system in good condition.

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Existing Conditions/ Plumbing

Locker Rooms / Showers

- Gang Shower Area doesn't meet current code requirements
- Need Individual Shower Stalls and multiple floor drains

Kitchen

- Three-bay sink discharges to a Grease Interceptor. Replace.
- Dishwasher does not discharge to a grease interceptor
- Fixtures & floor drains do not connect to an independent grease waste system. Need exterior GT.

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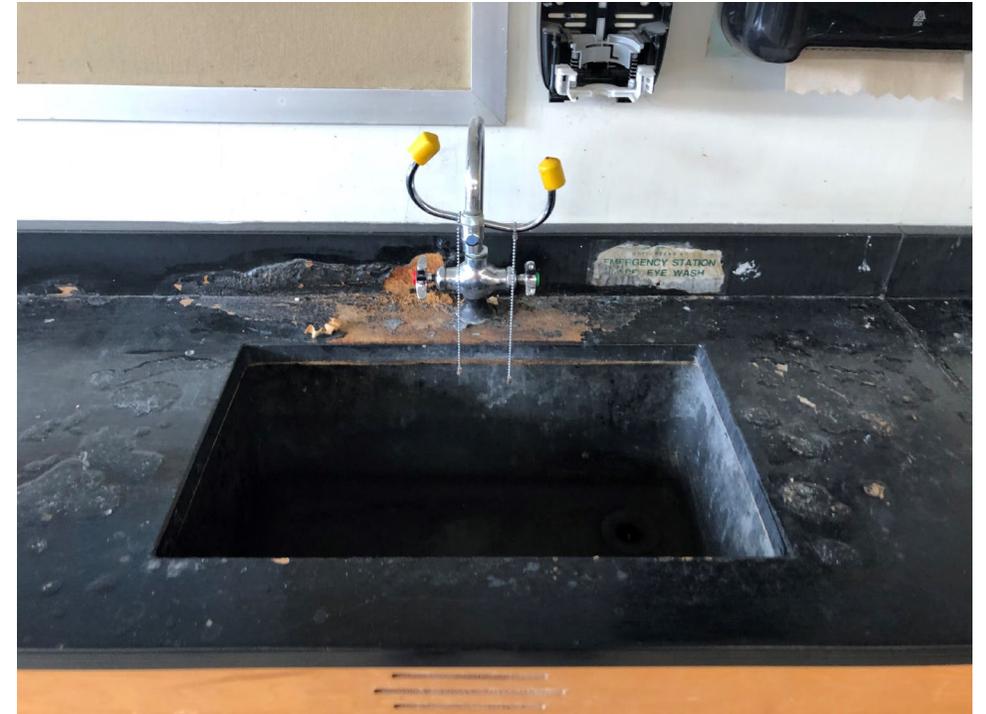


Existing Conditions/ Plumbing

Science Classrooms

- Sink waste connected to an exterior limestone chip neutralization system. No problems reported.
- Lab water not protected from main water system. Need non-potable water systems.
- Emergency Showers/eyewashes exist but not on a Tempered Water system. Separate water heater and recirc system required.
- Gas to bench turrets. Move main shut-off valve near door.

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Existing Conditions/ Technology: Edvance

Infrastructure Cabling

- MDF/IDFs not dedicated spaces
- Variety of Cat5, 5E and 6 cabling

Networking

- HP ProCurve EOL, now Aruba
- Aruba WiFi AC standard

Phone System

- Various Classroom Devices
- Analog and Digital
- No VoIP

Intercom

- Bogen Multicomm
- Original Cabling and Speakers

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Existing Conditions/ Food Service: Crabtree McGrath

Exhaust Hoods

- Lack of sufficient lighting
- Missing a hood fire suppression system
- Floors are uneven resulting in hard to clean conditions and tripping hazards

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Existing Conditions/ Food Service

Commodity Storage

- The High School supports five lower schools
- The lower schools lack sufficient cook and storage capacity
- Storage capacity has been expanded to the exterior to accommodate storage demands

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Existing Conditions/ Building Exterior: Perkins and Will

Walls

- Spalling exposed concrete structure
- Deteriorated and asbestos containing sealant at doors and windows
- Leaks observed below rising walls on roofs

Windows

- Single-pane aluminum windows not meeting energy code
- Rotting existing curtain walls
- Kalwall system at gym yellowed and is worn out

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Existing Conditions/ Building Exterior

Doors

- Damaged and bent frames
- Worn doors and panic hardware

Roofs

- Rubber roofs over 15 years old; some are original from 1968/1980
- Ponding reported to appear on roofs
- Leaking observed at various locations

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Existing Conditions/ Building Interior

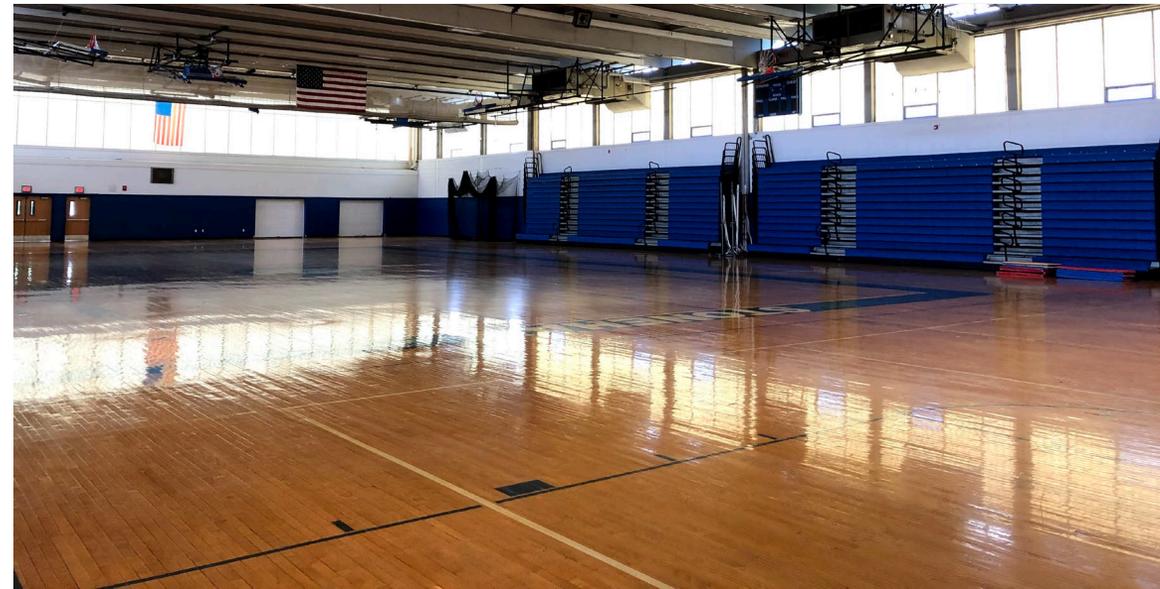
Walls

- Damaged tile base at many areas
- Wood paneling in auditorium and cafeteria in poor condition

Flooring

- Vinyl asbestos tiles to be investigated (Hazardous Material Assessment on site this week)
- Auditorium stage has several large patches
- Gymnasium wood floor in good shape, but does not provide appropriate shock absorption

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Existing Conditions/ Building Interior

Ceiling

- Acoustic ceiling tiles (discontinued) in poor shape in many locations
- Water damaged ceilings observed through out the upper levels
- Poor acoustic plaster ceiling at auditorium

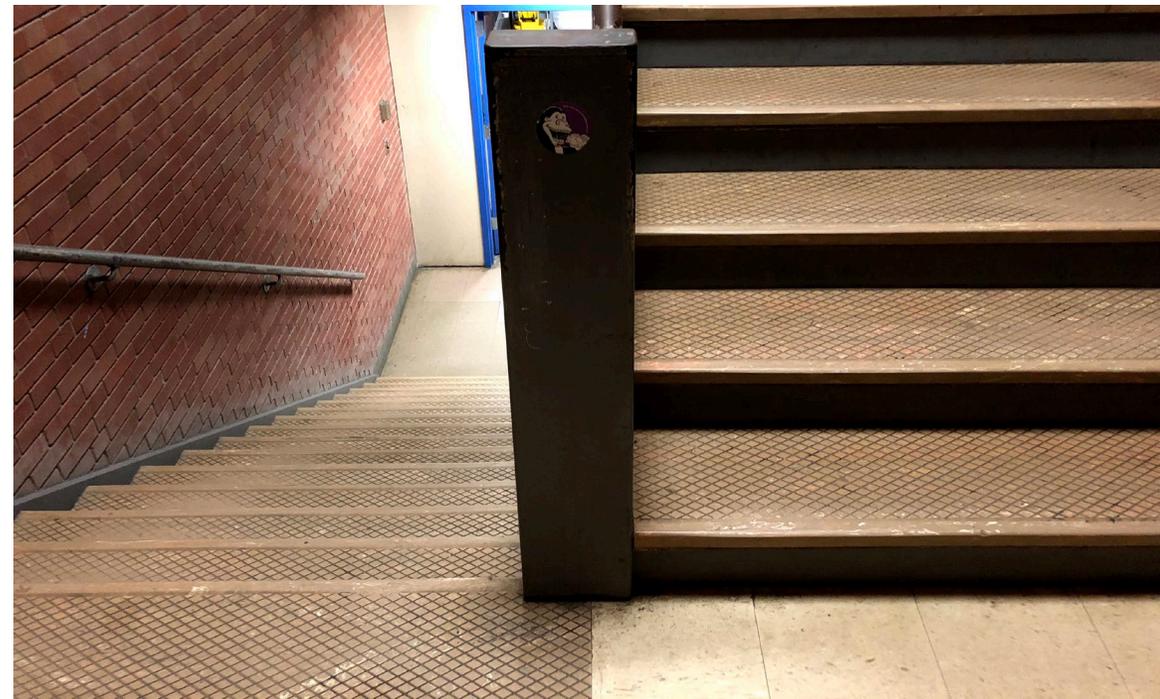
Doors

- Roughly $\frac{3}{4}$ of doors not compliant with push/push clearance requirement

Vertical Circulation

- Stairs not code-compliant
- Elevator/lift not code-compliant

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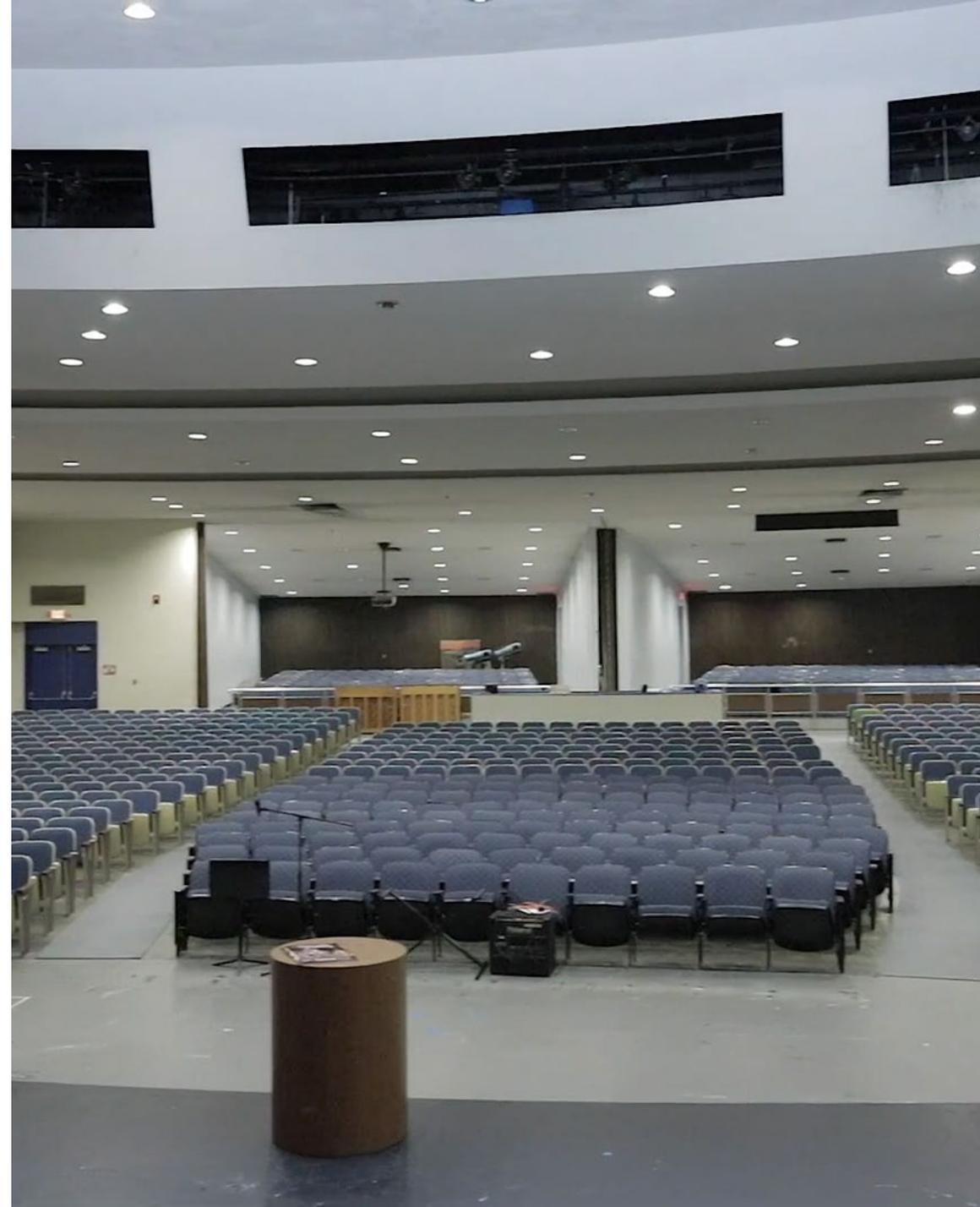
Existing Conditions/ Auditorium

Design not to current standards

**Accessibility issues - Lack of fly limits
stage use**

New finishes and equipment needed

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SITE PLANNING SCENARIOS

WHAT ARE THE PRIORITIES?

NON-NEGOTIABLES?

SACRED FACILITY INVESTMENTS?

**CRITICAL TO STAY IN
OPERATION?**

COMMUNITY SENTIMENT?

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Aerial View of Stoneham High School



SITE PLANNING SCENARIOS

SCENARIO I / Full Renovation

SCENARIO II / Renovation + Addition

- A. North of Existing
- B. Northwest of Existing
- C. West of Existing

SCENARIO III / New Construction

- A. East of Existing
- B. North of Existing
- C. West of Existing

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Aerial View of Stoneham High School →



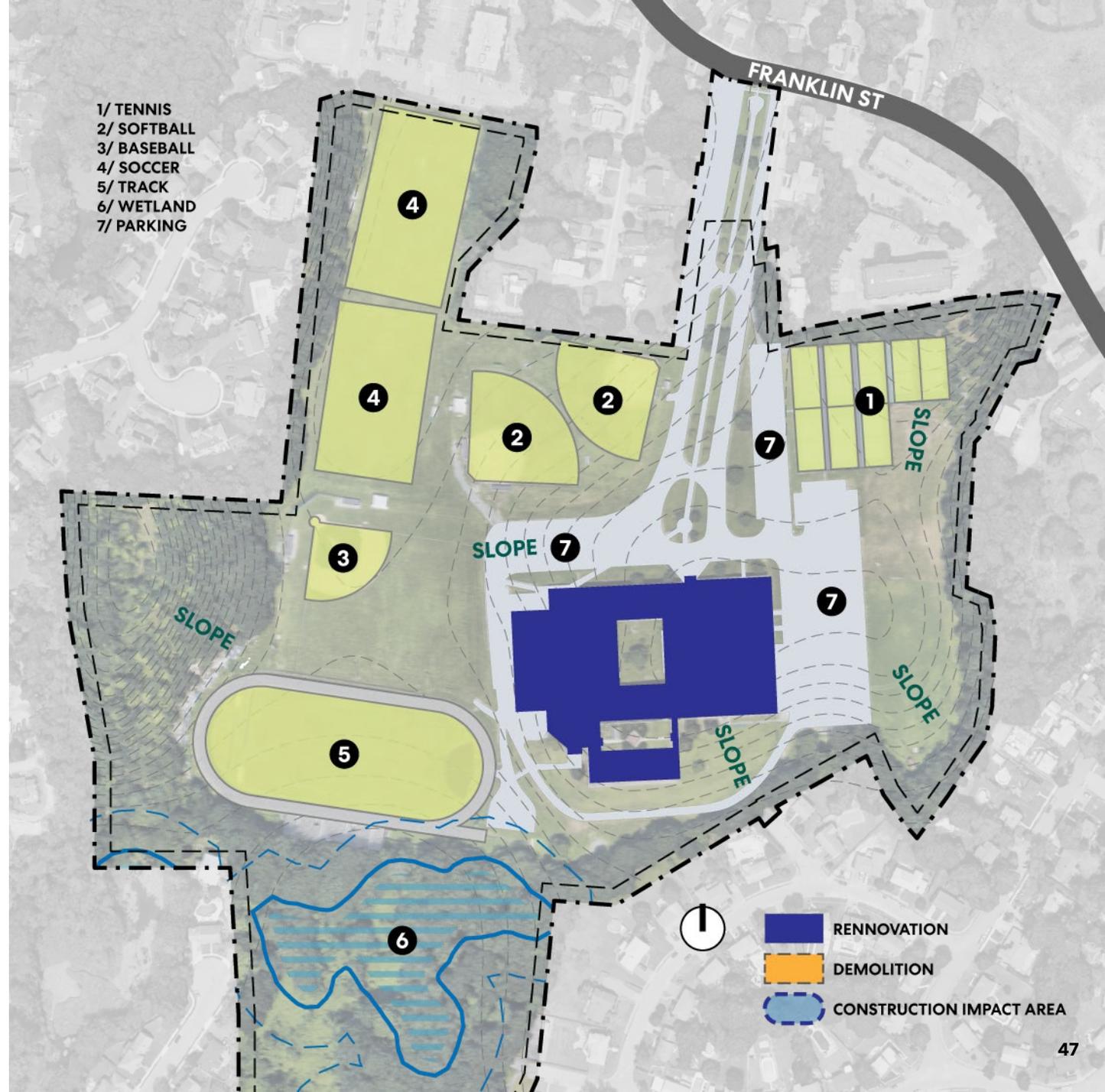
SCENARIO I / Full Renovation of Existing SHS

Site Consideration:

- Maintain all fields at current location
- Maintain linear approach to current SHS

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→
Full renovation



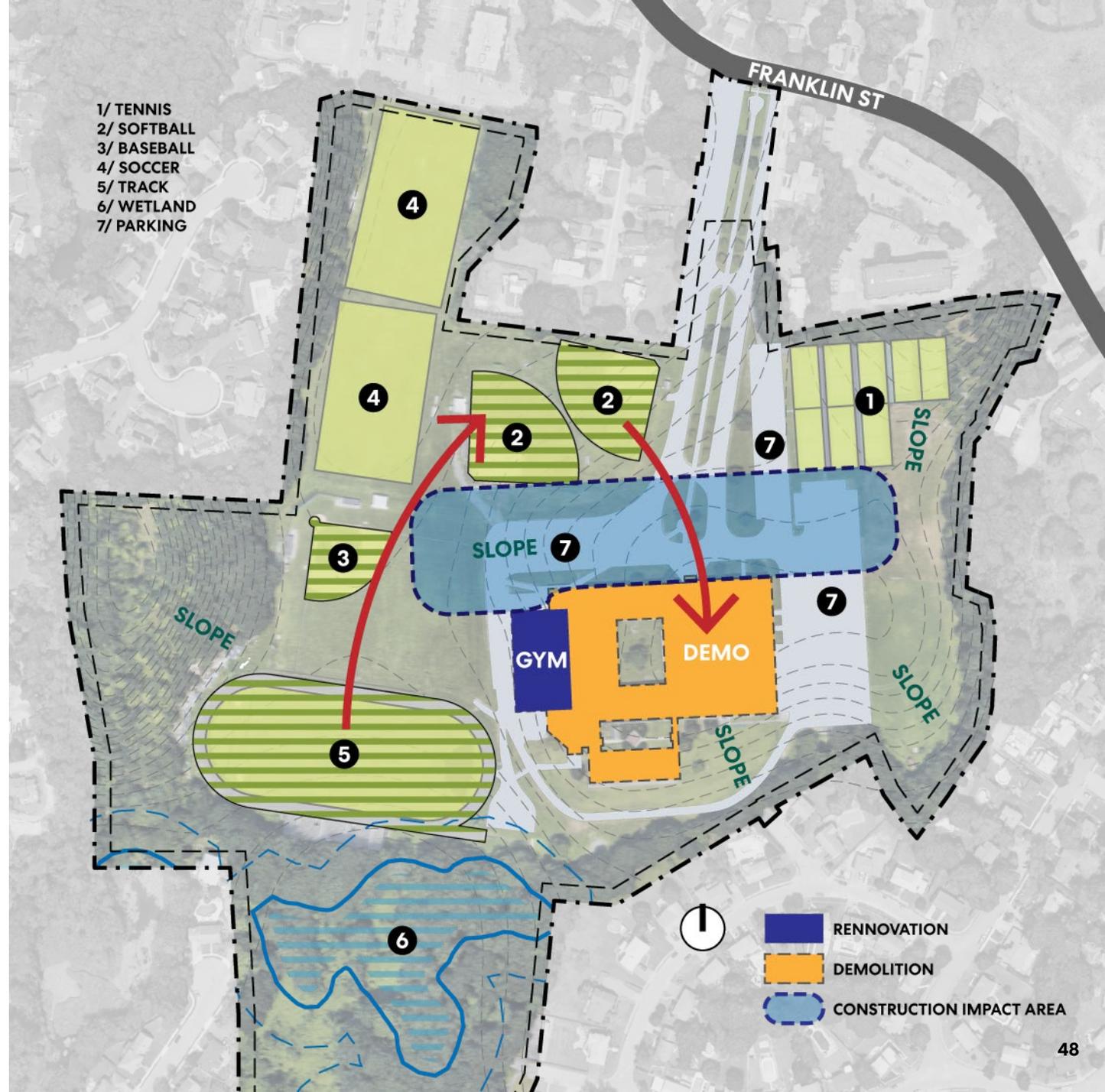
SCENARIO II / Renovation Addition

Site Consideration:

- Franklin St building frontage
- Obstructed entry and drop-off
- Shortened queuing length
- Optimal building orientation
- Building primary image, parking and access at rear
- Track moves to front of building

→
Addition to the North

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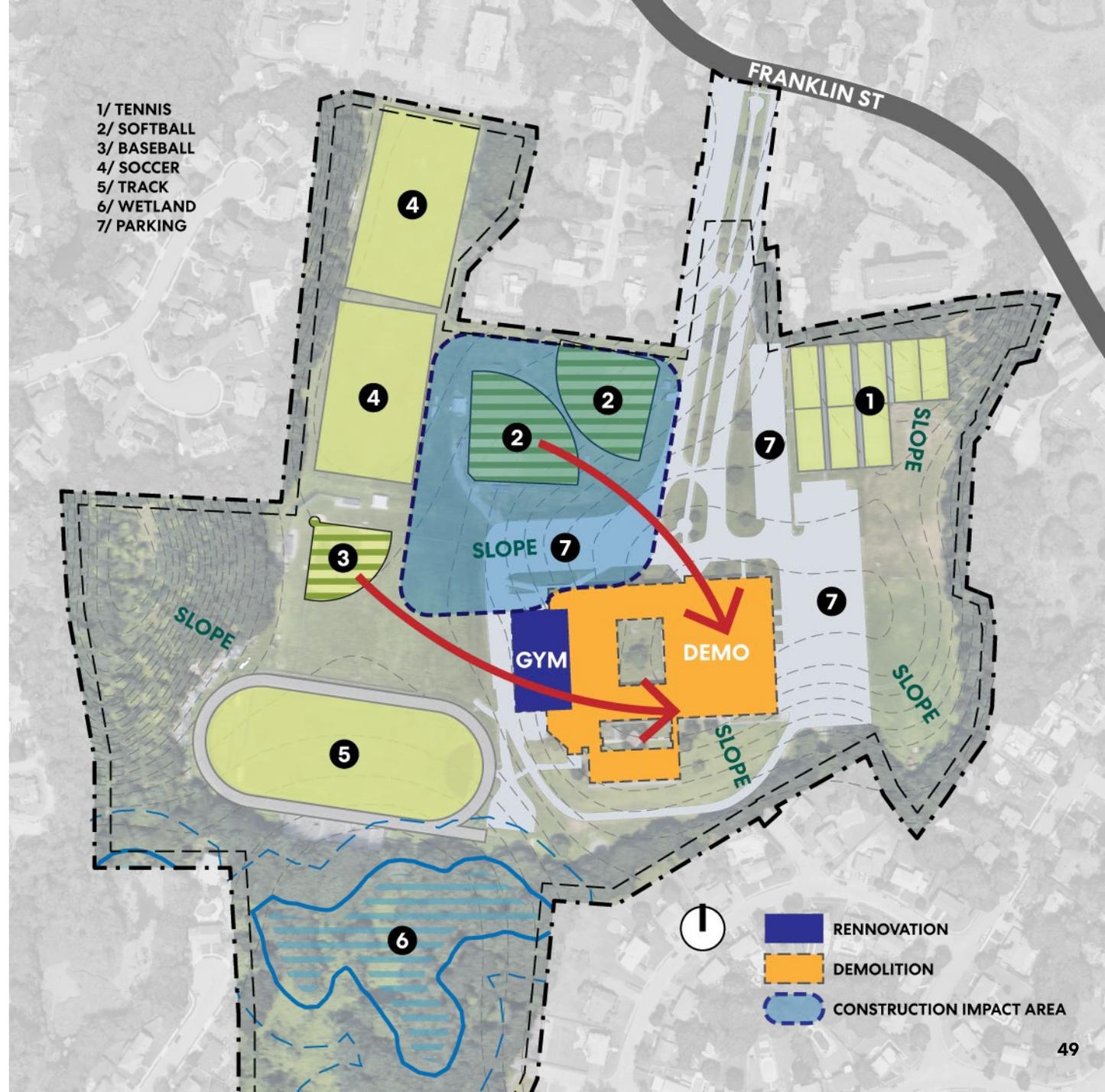
SCENARIO II / Renovation Addition

Site Consideration:

- No street frontage
- Medium impact on entry and drop-off
- Medium impact on queuing length
- Undesired building orientation
- Softball and baseball fields displacement
- Large grade change

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→
Addition to the Northwest



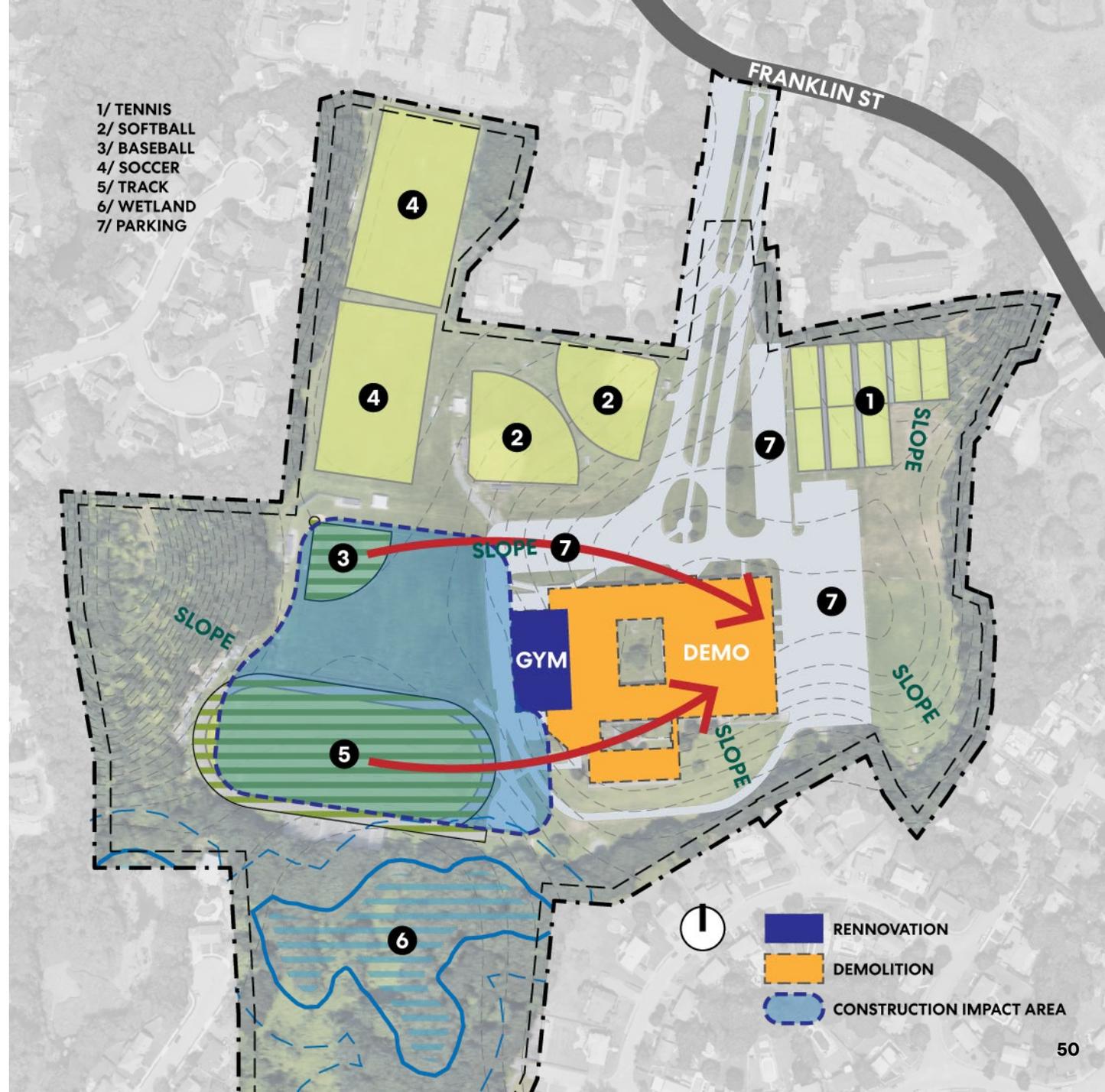
SCENARIO II / Renovation Addition

Site Consideration:

- No street frontage
- Medium impact on entry and drop-off
- Medium impact on queuing length
- Baseball field and track displacement
- Proximity to hill

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→
Addition to the West



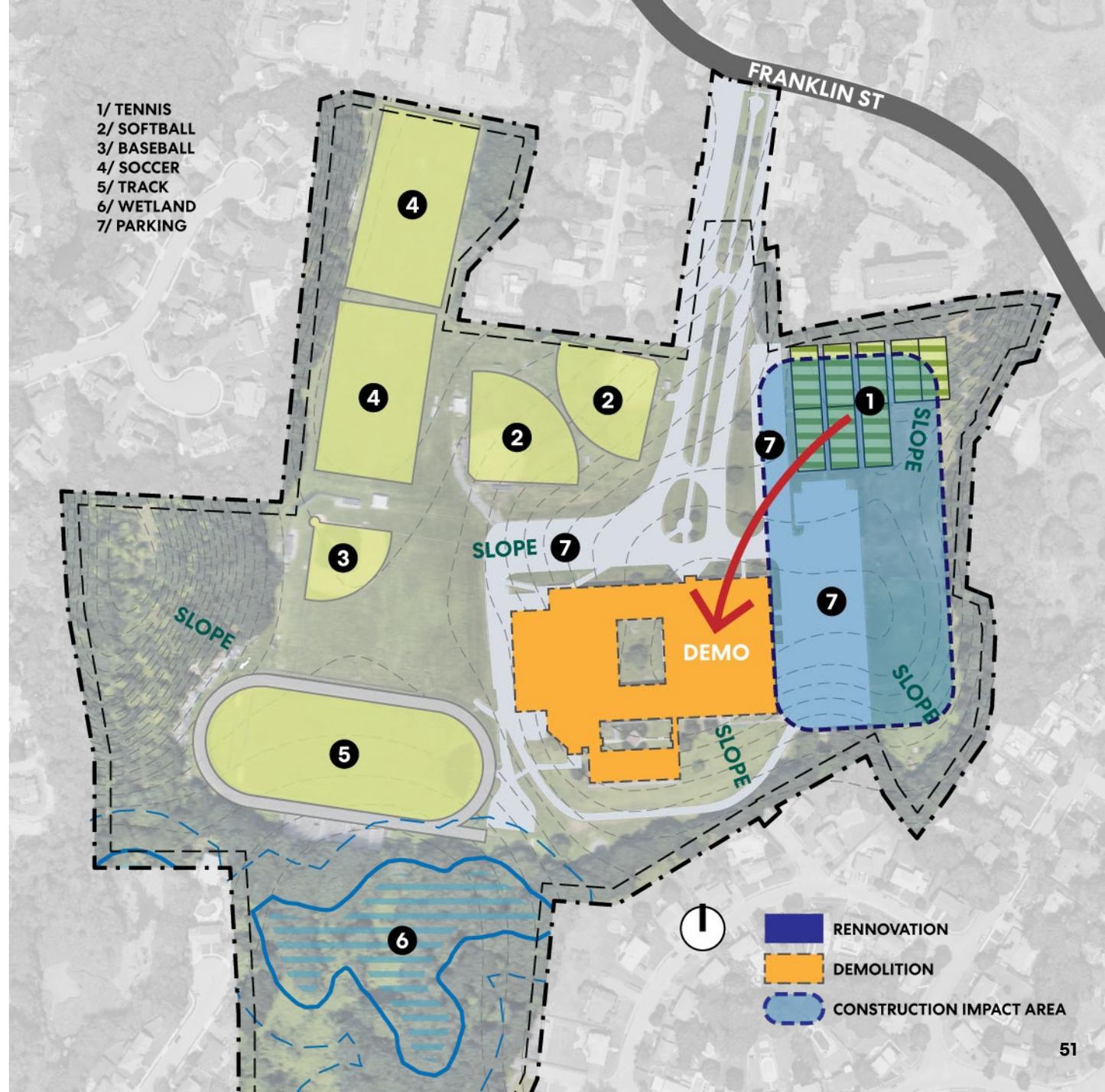
SCENARIO III / New Construction

Site Consideration:

- No street frontage
- Minimal impact on entry and drop-off
- Minimal impact on queuing length
- Undesired building orientation
- Tennis courts displacement
- Moderate grade change

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→
New Building to the East



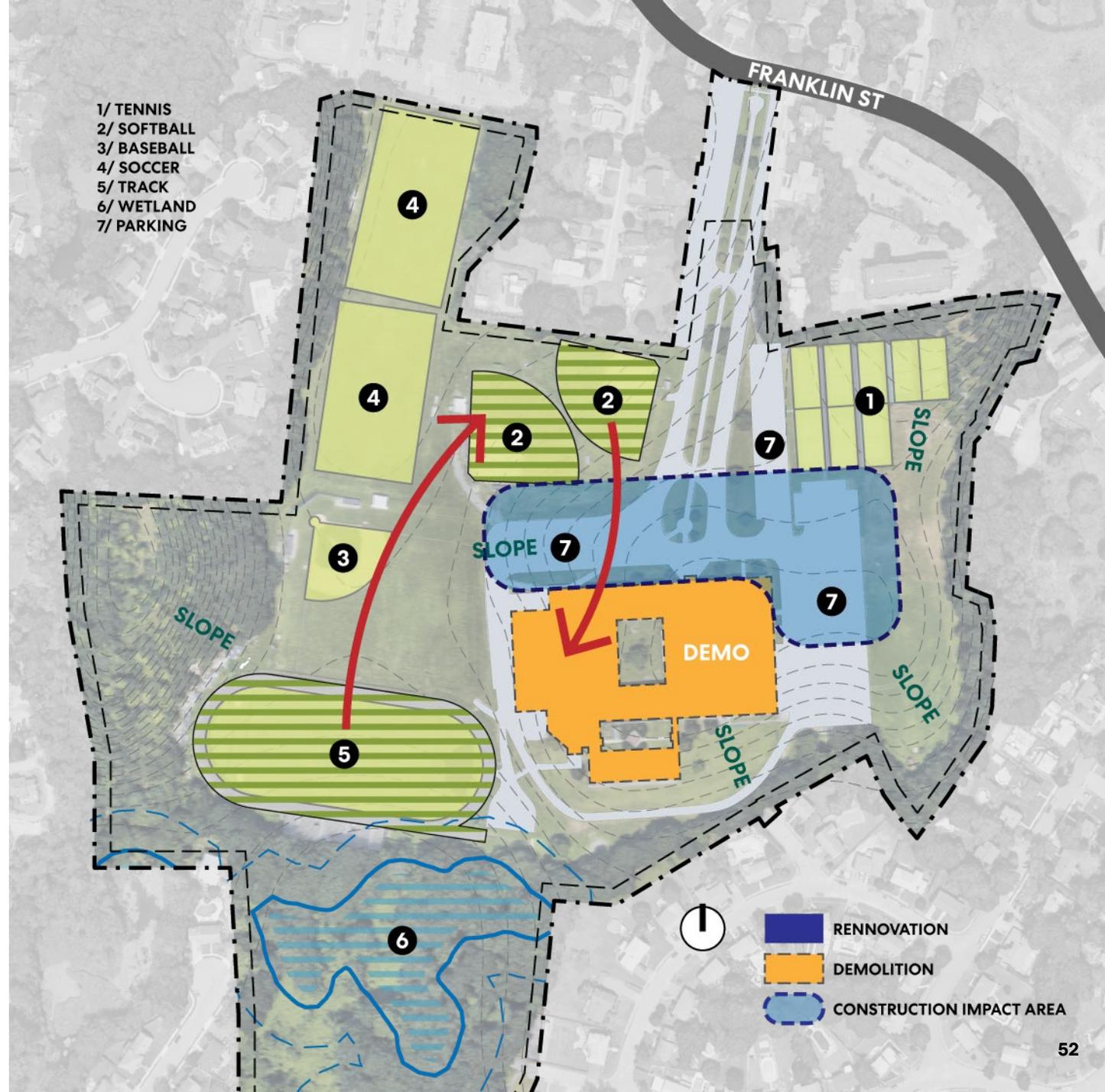
SCENARIO III / New Construction

Site Consideration:

- Franklin St building frontage
- Major impact on entry and drop-off
- Major impact on queuing length
- Optimum building orientation
- Softball fields and track displacement
- Track moves to front of building

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→
New Building to the North



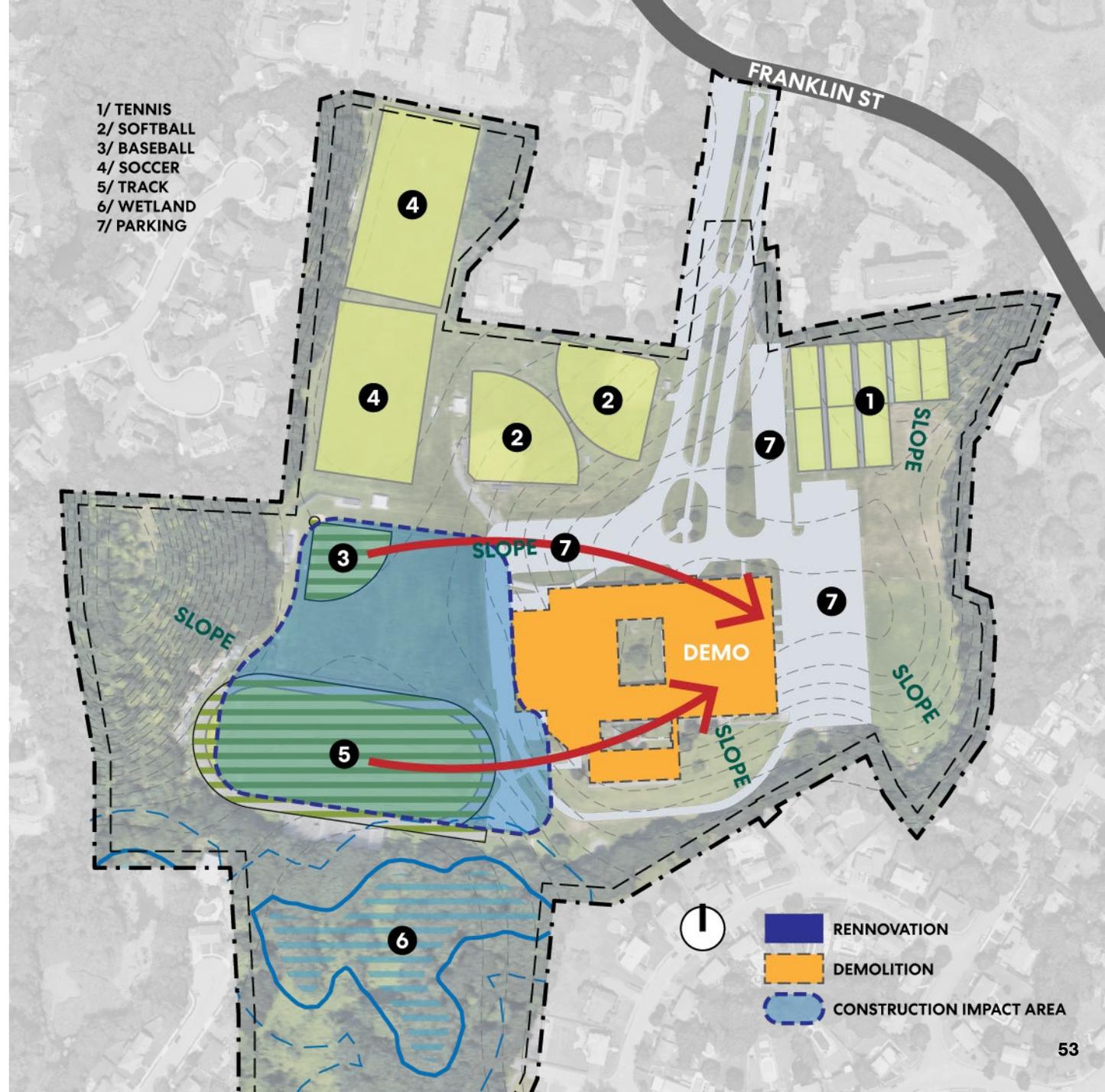
SCENARIO III / New Construction

Site Consideration:

- No street frontage
- Medium impact on entry and drop-off
- Medium impact on queuing length
- Baseball field and track displacement
- Proximity to hill

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→
New Building to the West



SUSTAINABLE DESIGN UPDATE

Visioning Session Recap

DAY 7 Sustainability / Zero Net Energy / Carbon Neutral

THURSDAY

7.30

AGENDA

1. Welcome
2. Storytelling / Angela Billings
3. Culture of Stewardship
4. Activity: Knowledge Base
5. TED Talk
 - Jim Newman
6. A Tale of Two Buildings
 - Shannon Kaplan
7. Activity: Priorities Discussion

Knowledge Base Results

Priorities Discussion Results

Presentation Slides

Session Recording

Learning about sustainability

Wellness

Regenerative & Resilience Site & Water Energy & Atmosphere Health & Materials

Living Design

5 big principles for a school building

From Parts to Wholes Being of Service Account for Uniqueness Align with Nature From Problems to Potential

THE OUTCOME:

STONEHAM SCHOOL COMMUNITY SCHOOL BUILDING

Myths About Getting to Net Zero Energy: A Tale of Two Buildings

<p>Millersville University: Lombardo Welcome Center</p> <p>14,627 sf 1 story with limited basement Primary Use: Office, (1) classroom</p>	<p>The Sustainable Energy Fund: Office Building</p> <p>14,826 sf 1 story Primary Use: Office, (1) classroom</p>
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BOTH AIMING TO BE NET ZERO ENERGY

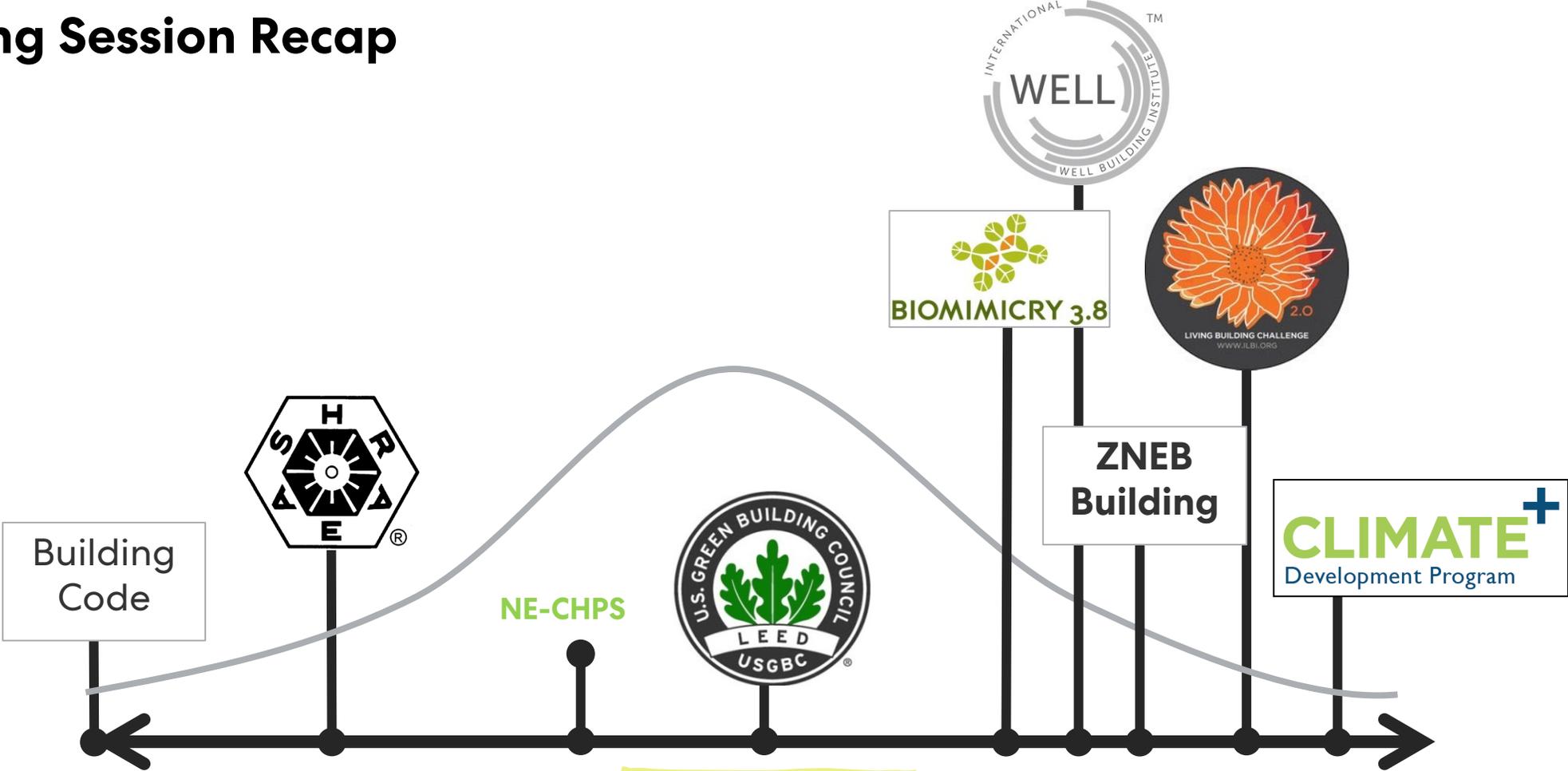
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GUEST SPEAKERS:

Patrick Cunningham – Perkins and Will
Jim Newton – Linnean Solutions
Shannon Kaplan – AKF Group

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Visioning Session Recap



LEED V4

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MSBA
Massachusetts School Building Authority
Funding Affordable, Sustainable, and Efficient Schools in
Partnership with Local Communities

**Community
Partnerships ?**

Visioning Session Recap

Leadership in Energy & Environmental Design (LEED) or NE-CHPS

MSBA Sustainable Building Design Policy

- **Minimum Requirements**
 - **LEED-S V4 Certified Level- 40 points**
Exceed Mass. (base) energy code by 10%,
- **Additional 2% reimbursement of eligible project costs**
- **Exceed Mass. (base) energy code by 20%,**

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STONEHAM HIGH SCHOOL

MSBA MODULE 3 - FEASIBILITY STUDY