

## Project Minutes

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

Project No.: 20033  
 Meeting Date: 4/5/2021  
 Time: 7:00pm  
 Meeting No: 23

PRESENT	NAME	AFFILIATION	VOTING MEMBER
Attended Remote	Marie Christie	Co-Chair, School Building Committee	<b>Voting Member</b>
Attended Remote	David Bois	Co-Chair, School Building Committee; Community Member with Architecture Experience	<b>Voting Member</b>
Attended Remote	Nicole Nial	School Committee Member	<b>Voting Member</b>
Attended Remote	Raymie Parker	Chair Select Board	<b>Voting Member</b>
Attended Remote	Douglas Gove	Community Member with Engineering Experience	<b>Voting Member</b>
Attended Remote	Stephen O'Neill	Community Member with Engineering Experience	<b>Voting Member</b>
Attended Remote	Josephine Thomson	Community Member	<b>Voting Member</b>
	Jeanne Craigie	Town Moderator	<b>Voting Member</b>
Attended Remote	Lisa Gallagher	Community Member, School Secretary, Past member of Middle School Building Committee	<b>Voting Member</b>
Attended Remote	Sharon Iovanni	Community Member	<b>Voting Member</b>
	Cory Mashburn	Community Member, Finance and Advisory Board	<b>Voting Member</b>
Attended Remote	Paul Ryder	Community Member with Construction Experience	<b>Voting Member</b>
Attended Remote	David Pignone	Athletic Director, Member knowledgeable in educational mission and function of facility	<b>Voting Member</b>
Attended Remote	Kevin Yianacopolus	Local Official responsible for Building Maintenance	<b>Voting Member</b>
Attended Remote	Dennis Sheehan	Town Administrator / MCPPO Certified	Non-Voting Member
Attended Remote	John Macero	Superintendent of Schools, Secretary of School Building Committee	Non-Voting Member
Attended Remote	Bryan Lombardi	Stoneham High School Principal	Non-Voting Member
Attended Remote	Brian McNeil	Town Facilities Director	Non-Voting Member
Attended Remote	April Lanni	Town Procurement Officer / MCPPO Certified	Non-Voting Member
Attended Remote	Brooke Trivas	Perkins and Will	
Attended Remote	Patrick Cunningham	Perkins and Will	
Attended Remote	Leo Liu	Perkins and Will	
Attended Remote	Kristy Lyons	Consigli Construction	
Attended Remote	Christian Riordan	Consigli Construction	
Attended Remote	Joel Seeley	SMMA	

Item #	Action	Discussion
23.1	Record	Call to Order, 7:00 PM, meeting opened by roll call.
23.2	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.
23.3	Record	A motion was made by S. Iovanni and seconded by L. Gallagher to approve the 3/22/21 School Building Committee meeting minutes. No discussion, motion passed unanimous by roll call vote.
23.4	Record	J. Seeley reviewed the Budget Status Report, dated 3/31/21, attached.
23.5	Record	J. Seeley reviewed Warrant No. 10, attached.  A motion was made by R. Parker and seconded by J. Thomson to approve Warrant No. 10. No discussion, motion passed unanimous by roll call vote.  J. Seeley to forward Warrant No. 10 to D. Bois for signature.
23.6	Record	J. Seeley reviewed FSA Budget Revision Request No. 3, dated 4/5/21, attached, re-allocating \$21,000 from the Other (Owner's Contingency) budget line item to the Environmental and Site Consultants budget line item for the Boundary Survey Services.  Committee Discussion:  1. R. Parker asked if this re-allocation is within the \$750,000 appropriation? <i>J. Seeley indicated yes, this is a cost neutral transfer.</i>  2. N. Nial asked if the balance of \$10,687.66 in the Other (Owner's Contingency) budget line will be sufficient? <i>J. Seeley indicated yes, with anticipated costs being related to additional document printing.</i>  A motion was made by R. Parker and seconded by N. Nial to approve FSA Budget Revision Request No. 3, dated 4/5/21 and recommend signature by J. Sheehan, J. Macero and J. Wallace. No discussion, motion passed unanimous by roll call vote.
23.7	B. Trivas	J. Seeley reviewed Designer Amendment No. 8, dated 4/5/21 for Geothermal Engineering and Test Well for \$55,000.00 to be charged against Environmental and Site Consultants ProPay Budget Code 0003-0000, which has a balance of \$85,566.86, attached.  Committee Discussion:  1. S. O'Neill asked if the 500 foot deep well will be sufficient to provide McPhail enough information to evaluate 500-foot deep wells with U-bends, 600-foot deep wells with quad loops and 700 to 800-foot deep wells with quad loops?

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		<p style="text-align: center;"><i>B. Trivas will confirm.</i></p> <p>A motion was made by R. Parker and seconded by J. Thomson to approve Designer Amendment No. 8, dated 4/5/21 for Geothermal Engineering and Test Well for \$55,000.00 and recommend signature by D. Sheehan. No discussion, motion passed unanimous by roll call vote.</p>
23.8	B. Trivas	<p>J. Seeley reviewed Designer Amendment No. 9, dated 4/5/21 for Boundary Surveying Services for \$23,760.00 to be charged against Environmental and Site Consultants ProPay Budget Code 0003-0000, which has a balance of \$30,566.86, attached.</p> <p>Committee Discussion:</p> <ol style="list-style-type: none"><li>1. S. O'Neill asked why does Assumption No. 4 on the Nitsch proposal list property line research at the Registry of Deeds as an additional service, when it is listed as part of the Scope of Services under Task #1? <i>B. Trivas will confirm.</i></li><li>2. S. O'Neill asked why is the boundary survey not including the full property line boundary? <i>B. Trivas indicated the south property extends deep into the wetlands and is not needed at this stage of the project.</i></li></ol> <p>A motion was made by L. Gallagher and seconded by J. Thomson to approve Designer Amendment No. 9, dated 4/5/21 for Boundary Surveying Services for \$23,760.00 and recommend signature by D. Sheehan. No discussion, motion passed unanimous by roll call vote.</p>
23.9	Record	<p>J. Seeley reviewed the Schematic Design Estimating Schedule, attached.</p> <p>Committee Discussion:</p> <ol style="list-style-type: none"><li>1. D. Bois asked if the list of VE items can be brought to the 6/14/21 SSBC meeting? <i>C. Riordan indicated yes, the VE list can be developed for the 6/14/21 meeting.</i></li></ol>
23.10	J. Macero	<p>J. Macero to review if there is a Pre-K Guideline that the proposed Pre-K program can be compared to. <i>(from prior meeting)</i></p>
23.11	J. Seeley	<p>J. Seeley to break out the costs in a series of categories: Base High School Project followed by a listing of the Community Related Enhancements such as the synthetic playfields, concession/locker room building, traffic signals, PreK Program, District Offices, Larger Auditorium, Larger Gymnasium, District Kitchen in the SD Phase. <i>(from prior meeting)</i></p>
23.12	D. Warner	<p>D. Warner to provide construction and maintenance costs comparing synthetic and natural turf fields. <i>(from prior meeting)</i></p>

23.13	J. Seeley	J. Seeley to follow-up on the appointment of the Financial Subcommittee. <i>(from prior meeting)</i>
23.14	D. Roach	D. Roach to provide the reasoning for recommending only one entrance lane for the School Entry Drive and provide direction on whether the dividing median between the entrance lane and the exit lane can be parked on for Event Parking. <i>(from prior meeting)</i>
23.15	D. Sheehan	D. Sheehan to follow-up with Northeast Metropolitan Regional Vocational High School on a date to attend an upcoming SSBC meeting.  D. Sheehan will follow-up with Town Counsel and MSBA if the town meeting warrant and ballot vote question will be separate or combined for the two projects.
23.16	D. Sheehan	J. Seeley provided an overview of the site walk held with the Conservation Commission on 4/1/21. A pre-application meeting will be held with the Conservation Commission on 4/12/21.  Committee Discussion:  1. R. Parker asked if there will be any work within the 25 foot no disturb zone? <i>J. Seeley indicated no project related work will be within the 25 foot no disturb zone, however existing erosion at the outlet of the existing 36 inch culvert was reviewed and possibly repairs may be required, which would be within the 25 foot no disturb zone.</i>  2. R. Parker asked if the existing 36 inch culvert will be video inspected? <i>D. Sheehan will confirm if the DPW has a camera to video inspect.</i>
23.17	J. Seeley	Community Forum No. 6, held on 3/24/21 and Tri-Board Meeting No. 3, held on 3/30/21, feedback was reviewed.  Committee Discussion:  1. D. Bois indicated the reimbursable and non-reimbursable costs need to be explained better. <i>J. Seeley to include slides on the reimbursable and non-reimbursable costs in the 4/7/21 PTO presentation.</i>  2. J. Seeley to forward the slides to the PR Subcommittee to develop a white paper.  3. D. Bois indicated the ZNE pay-back analysis from Thornton Tomasetti should be included in future presentations. <i>J. Seeley to include in the 4/7/21 PTO presentation.</i>
23.18	B. Trivas	B. Trivas provided an update on the Department Programming meetings. Fifteen meetings have been held so far and all documents, including teacher surveys,

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		<p>plans, and presentations are saved on the website <a href="https://www.envisionshs.com">https://www.envisionshs.com</a> (password:Spartan).</p> <p>Committee Discussion:</p> <ol style="list-style-type: none"><li>1. B. Trivas to provide alternative layouts for classroom capacities under a pandemic condition. <i>(from prior meeting)</i></li><li>2. S. Iovanni asked if gender titles are being addressed for spaces? <i>J. Macero indicated yes, the topic is being discussed and will be brought to the SSBC for review.</i></li><li>3. S. Iovanni asked if the design will accommodate students with vision and auditory needs? <i>B. Trivas indicated yes, the lighting system will be designed to accommodate students with vision needs, however classroom audio systems will need to be reviewed related to budget and usage at the Technology meeting.</i></li><li>4. B. Trivas to review if the website can lock the teacher survey answers so they cannot be inadvertently changed by others.</li></ol>
23.19	B. Lombardi P. Cunningham K. Lyons B. Trivas J. Seeley	<p>P. Cunningham presented the updated Exterior Elevations with glazing area percentages, attached. Thornton Tomasetti will update the Energy Model with these percentages and present to the SSBC at the 4/26/21 meeting.</p> <p>Committee Discussion:</p> <ol style="list-style-type: none"><li>1. B. Lombardi to provide final direction on the quantity of lockers to be provided in the design. <i>(from prior meeting)</i></li><li>2. P. Cunningham will provide precedent Gymnasium images with skylights for Committee review. <i>(from prior meeting)</i></li><li>3. P. Cunningham to provide impact of classroom operable windows based on HVAC systems performance and balancing perspective for Committee review. <i>(from prior meeting)</i></li><li>4. P. Cunningham to provide HVAC system ventilation options for Committee review. <i>(from prior meeting)</i></li><li>5. P. Cunningham to review storage or program function under the stairs. <i>(from prior meeting)</i></li><li>6. K. Lyons to review the cost impact to provide sod or synthetic turf on the baseball field. <i>(from prior meeting)</i></li><li>7. B. Trivas to review if shifting the soccer field to overlap with the baseball field can reduce the cost impact of providing synthetic turf at the baseball field? <i>(from prior meeting)</i></li></ol>

		<p>8. S. Iovanni asked if there will be an outdoor movie projection wall similar to Billerica High School? <i>P. Cunningham indicated there could be, the south elevation of the Auditorium would work very well.</i></p> <p>9. The locations of security glass will be reviewed with the security consultant and the Town at the Security Meeting on 4/13/21. The discussion on security will be held during an executive session of the SSBC.</p> <p>10. J. Macero recommended a Security Subcommittee be established to provide a recommendation to the SSBC. J. Seeley to coordinate with J. Macero on establishing the scope and timeline for the subcommittee.</p> <p>11. P. Ryder requested that the Community Garden/Orchard be reviewed and whether a basketball court will provide for greater community use. <i>P. Cunningham indicated that the west parking lot may need to be expanded to accommodate the required amount of parking, potentially taking the area currently shown for the Community Garden/Orchard.</i></p> <p>12. J. Macero recommended a Play Fields Subcommittee be established to provide a recommendation to the SSBC. J. Seeley to coordinate with J. Macero on establishing the scope and timeline for the subcommittee.</p>
23.20	J. Seeley	<p><b>Community Correspondence</b></p> <p>1. J. Seeley reviewed the SSBC response to the Additional Feedback from the Emerald Court Neighborhood Residents, dated 3/23/21.</p> <p>2. J. Seeley reviewed a Question on the Turf Field costs, attached. J. Seeley to provide response once the costs are developed.</p>
23.21	PR Subcommittee	<p><b>Subcommittee Updates</b></p> <p><b>Public Relations Subcommittee</b></p> <p>1. R. Parker reviewed the Follow-up Letter to the non-regulatory Town Departments and Committees, dated 4/2/21, attached.</p> <p>2. J. Seeley reviewed the 3/17/21 PR Subcommittee Meeting Minutes, attached.</p>
23.22	Record	<p><b>Committee Questions</b></p> <p>1. J. Seeley provided a status overview of recent committee questions on the project's financial status, wetlands delineation, and the cost of saving the entry drive trees, attached.</p>
23.23	Record	<b>Old or New Business</b> - none
23.24	Record	<b>Public Comment</b> – none

Project: Stoneham High School Feasibility Study

Meeting Date: 4/5/2021

Meeting No.: 23

Page No.: 7

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23.25	Record	Next <b>SSBC Meeting: April 26, 2021 at 7:00 pm.</b>
23.26	Record	A Motion was made by S. Iovanni and seconded by J. Thomson to adjourn the meeting. No discussion, motion passed unanimous by roll call vote.

Attachments: Agenda, Budget Status Report, Warrant No. 10, FSA Budget Revision Request No. 3, Designer Amendment No. 8, Designer Amendment No. 9, Schematic Design Estimating Schedule, SSBC response to the Additional Feedback from the Emerald Court Neighborhood Residents, Question on the Turf Field costs, Follow-up Letter to the non-regulatory Town Departments and Committees, dated 4/2/21, 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

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1000 Massachusetts Avenue  
Cambridge, MA 02138  
617.547.5400

[www.smma.com](http://www.smma.com)

## Agenda

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

Project No.: 20033  
Meeting Date: 4/5/2021  
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. Feedback from Community Forum No. 6 and Tri-Board Meeting
6. Department Programming Review and Design Update
  - Outdoor Basketball Court Discussion
7. Community Correspondence
8. Subcommittee Updates
9. New or Old Business
  - Conservation Commission Site Walk
10. Committee Questions
11. Public Comments
12. Next Meeting: April 26, 2021
13. Adjourn

**Join Go-To-Meeting:**

<https://global.gotomeeting.com/join/607496237>

**Dial-in: [+1 \(408\) 650-3123](tel:+14086503123) Access Code: 607-496-237**

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**Stoneham High School Feasibility Study  
Stoneham, Massachusetts**

3/31/2021

**FEASIBILITY STUDY BUDGET STATUS REPORT**

ProPay Code	Description	Total Project Budget	Authorized Changes	Revised Total Budget	Total Committed	% Comtd to Date	Budget Balance	Actual Spent to Date	% Spent to Date	Projected Expenditure/Commitments	Balance to Spend
<b>FEASIBILITY STUDY AGREEMENT</b>											
0001-0000	OPM Feasibility Study/Schematic Design	\$ 187,500.00	\$ (82,500.00)	\$ 105,000.00	\$ 105,000.00	100%	\$ -	\$ 63,000.00	60%	\$ 42,000.00	\$ 42,000.00
0002-0000	A/E Feasibility Study/Schematic Design	\$ 465,000.00	\$ (45,000.00)	\$ 420,000.00	\$ 420,000.00	100%	\$ -	\$ 210,000.00	50%	\$ 210,000.00	\$ 210,000.00
0003-0000	Environmental & Site	\$ 60,000.00	\$ 100,000.00	\$ 160,000.00	\$ 95,433.14	60%	\$ 64,566.86	\$ 61,668.64	65%	\$ 33,764.50	\$ 98,331.36
0004-0000	Other	\$ 37,500.00	\$ 27,500.00	\$ 65,000.00	\$ 33,312.36	51%	\$ 31,687.64	\$ 812.34	2%	\$ 32,500.02	\$ 64,187.66
	<b>SUBTOTAL</b>	<b>\$ 750,000.00</b>		<b>\$ 750,000.00</b>	<b>\$ 653,745.50</b>		<b>\$ 96,254.50</b>	<b>\$ 335,480.98</b>	<b>51%</b>	<b>\$ 318,264.52</b>	<b>\$ 414,519.02</b>

**\*\* Committed from Other**

**Amount**

Stoneham Independent	\$ 230.81	Advertisement in Stoneham Independent for Designer Procurement
Andrew T. Johnson / SMMA	\$ 383.27	Designer Proposal Production for Designer Procurement
MassSave ZNE Expert ESA	\$ 7,500.00	Cost Share for Thornton Tomasetti
Stoneham Independent	\$ 198.28	Advertisement in Stoneham Independent for CM-R Procurement - RFQ
Consigli Construction Co.	\$ 25,000.00	Cost Estimating by CM-R
	<b>\$ 33,312.36</b>	

**Project Budget Status**

Updated: 3/31/2021

Feasibility and Schematic Design Phase	MSBA ProPay Code	FSA Agreement 2/25/2020	Budget Revision 7/9/2020	Budget Revision 3/22/2021	Current Budget	Vendor	Committed	Balance
OPM	0001-0000	\$ 187,500.00	\$ (57,500.00)	\$ (25,000.00)	\$ 105,000.00	SMMA	\$ 105,000.00	\$ -
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	\$ 95,433.14	\$ 64,566.86
Other	0004-0000	\$ 37,500.00	\$ 2,500.00	\$ 25,000.00	\$ 65,000.00		\$ 33,312.36	\$ 31,687.64
<b>Total Budget</b>		<b>\$ 750,000.00</b>			<b>\$ 750,000.00</b>		<b>\$ 653,745.50</b>	<b>\$ 96,254.50</b>

**\*\* Committed from Other**

**Date Amount**

Stoneham Independent	\$ 230.81	Advertisement in Stoneham Independent for Designer Procurement
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	<b>\$ 33,312.36</b>	

TO: Director of Capital Planning

FROM: Mr. John Macero

Stoneham Public Schools

Stoneham High School

MSBA Project ID Number: 201802840505

DATE: April 5, 2021

RE: Feasibility Study Agreement (FSA) Budget Revision Request, NUMBER: 3

Pursuant to the Feasibility Study Agreement between the Town of Stoneham (the “District”) and the MASSACHUSETTS SCHOOL BUILDING AUTHORITY (the “Authority”), the District hereby requests a revision to the Feasibility Study Budget, Exhibit A, dated February 25, 2020, for the Stoneham High School Project. As required, the District has provided the information outlined in the table below to indicate the Feasibility Study Budget categories (line items) affected, the amounts needed and the reasons for the proposed revision.

The District acknowledges and agrees that it will not seek reimbursement from the Authority for any costs that exceed the already approved line item limits set forth in Exhibit A until after the Authority has accepted this Feasibility Study Budget Revision Request, and the Authority’s ProPay system has been adjusted accordingly.

The District further acknowledges and agrees that in accordance with Section 3.3 of the Feasibility Study Agreement, any revisions to the Feasibility Study Budget will not result in an increase to the grant amount set forth in Section 2.1 of the Feasibility Study Agreement.

The District further acknowledges and agrees that the need for these revisions to the Feasibility Study Budget will be identified in the OPM monthly report as required pursuant to the Contract for Owner’s Project Management Services between the District and the OPM.

The District further acknowledges and agrees that all of the information contained in this Feasibility Study Agreement Budget Revision Request has been reviewed and approved by the Town of Stoneham’s School Building Committee, and it further certifies and acknowledges that the funds to pay for the costs associated with these proposed revisions are available as indicated by the signatures noted below.

*The Total Budget in the Current Feasibility Study Budget, Exhibit A of the FSA dated February 25, 2020 is \$750,000.00.*

<b>From Class’ Code</b>	<b>From Classification Name</b>	<b>To Class’ Code</b>	<b>To Classification Name</b>	<b>Budget Revision Amount</b>	<b>Reason for transfer (Attach all supporting documentation, e.g., executed contracts, amendments and or supporting invoices for reimbursable expenses)</b>	<b>Amount Remaining in Other</b>	<b>Ineligible/Cost/Scope Items excluded from the Total Facilities Grant</b>
0004-0000	Other	0003-0000	Environmental & Site	\$21,000.00	Accommodate additional survey work	\$10,687.66	

By signing this Total Project Budget Revision Request, I hereby certify that I have read and understand the terms of this Request and further certify that the information supplied by the District in the tables is true, accurate and complete.

By signing this Total Project Budget Revision Request, I hereby certify that I have read and understand the terms of this Request and further certify that the information supplied by the District in the tables is true, accurate and complete.

By signing this Total Project Budget Revision Request, I hereby certify that I have read and understand the terms of this Request and further certify that the information supplied by the District in the tables is true, accurate and complete.

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**By: Dennis Sheehan**

**Title: Chief Executive Officer**

**Date: April 5, 2021**

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**By: John Macero**

**Title: Superintendent of Schools**

**Date: April 5, 2021**

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**By: Jaime Wallace**

**Title: Chair of the School Committee**

**Date: April 5, 2021**

MASSACHUSETTS SCHOOL BUILDING AUTHORITY

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**By:**

**Title: Director of Capital Planning**

**Date:**

## Memorandum

To: Stoneham School Building Committee Date: 4/5/2021  
From: Joel G. Seeley Project No.: 20033  
Project: Stoneham High School Feasibility Study  
Re: Designer Amendment No. 8: Geothermal Engineering Design and Test Well  
Distribution: Stoneham School Building Committee (MF)

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### **DESIGNER AMENDMENT NO. 8: GEOTHERMAL ENGINEERING DESIGN AND TEST WELL**

**FEE:** \$55,000.00

**REASON:** This Amendment is for the Geothermal Engineering Design and Test Well to be performed by McPhail Associates, LLC.

**BUDGET AVAILABILITY:** This Amendment would be funded out of the Environmental & Site Survey Budget, ProPay Code 0003-0000, which has the current balance of \$85,566.86.

# ATTACHMENT F

## CONTRACT FOR DESIGNER SERVICES

### AMENDMENT NO. 8

**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 April 5, 2021, 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:

	<b>Original Contract</b>	<b>Prior Amendments</b>	<b>This Amendment</b>	<b>After this Amendment</b>
Feasibility Study Phase	\$ 175,000.00	\$ 71,733.64	\$ 0.00	\$ 246,733.64
Schematic Design Phase	\$ 245,000.00	\$ 23,699.50	\$ 55,000.00	\$ 323,699.50
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
<b>Total Fee</b>	<b>\$420,000.00</b>	<b>\$ 95,433.64</b>	<b>\$ 55,000.00</b>	<b>\$ 570,433.14</b>

This Amendment is a result of: Providing Geothermal Engineering Consulting Services to be funded out of MSBA ProPay 0003-0000.

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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

3.17.2021

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

**Re: Stoneham High School / Additional Services #8 Attachment F**

Dear Mr. Sheehan,

As requested, and required, attached, and noted herein, are the additional services for the geothermal scope of work required in this Schematic phase of the project. We have attached the proposal, for your reference, from McPhail for Geothermal Design and Testing scope (Task A + Task B) for the Schematic Phase of the project.

**Project Overview**

The additional service request is for the Geothermal work Modular 4/ SD Phase of the Stoneham Project. We understand that you reviewed and approved the scope of services as outlined in the proposal attached to this letter and noted above.

**Schedule**

The work will commence when the scope and location of study are approved by the Town and School and under the guidelines of the COVID-19 requirements within the most expedient deadline. The proposed schedule is for the April Vacation 4/19- 4/23 dates.

**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: Any deviations to the attached will be at an additional charge to the below fee.

<b>Task A: Preliminary Well field Design (+10% mark-up)</b>	<b>\$ 11,000</b>
<b>Task B: Test Well Program (+10% mark-up)</b>	<b>\$ 44,000</b>
<b>Total</b>	<b>\$ 55,000</b>

# Perkins&Will

3.17.2021  
Stoneham High School /  
Additional Services #8  
Attachment F

We look forward to hearing from you to move this forward.

Thank you,



**Brooke Trivas**

Principal, Practice Leader for Perkins&Will

cc; Perkins&Will Team, Joel Seely – SMMA, file



February 26, 2021

Perkins & Will  
225 Franklin Street, Suite 1100  
Boston, MA 02110

Attention: Mr. Patrick Cunningham, AIA

Reference: Stoneham High School; Stoneham, Massachusetts  
Proposal for Geothermal Engineering Services: Task A – Schematic Design

We are pleased to present our proposal for providing geothermal engineering services associated with the above-referenced project. The scope of work contained herein includes the completion of schematic design services (Task A), which would include the preliminary well field design.

The site is located south of Franklin Street and is generally surrounded by residential properties and wooded land. The existing 2-story school is located on the southern portion of the site and is surrounded by asphalt paved parking areas and roadways, playing fields, along with grassed and landscaped areas. The proposed school is understood to consist of a two or three-story building which will have a total of approximately 180,000 gross square feet of occupied space. The proposed building will be located to the north and east of the existing school building.

It is understood that a network of vertical closed-loop geothermal wells servicing ground source heat pumps may be installed as part of the project to heat and cool the proposed building. Closed-loop geothermal wells circulate a water-antifreeze solution in a continuous closed piping loop through the heat pumps and mechanical equipment and return the water to the well field. Conventional closed-loop geothermal wells with U-bends or quad-loops (double U-bends) are typically installed to depths of about 400 to 600 feet below ground surface. Currently, it is understood that the well field is anticipated to consist of conventional 500-foot deep closed-loop wells with U-bends.

The use of deeper wells, on the order of 600 to 900 feet, may be viable to increase the capacity per well and thus reduce the total number of wells required if sufficient space is not available for a greater number of shallower wells. Decreasing the number of wells would likely reduce the footprint required for the well field(s) and result in less horizontal trenching and piping. Therefore, as part of our preliminary evaluation we propose to evaluate three (3) well options: 500-foot deep wells with U-bends, 600-foot deep wells with quad-loops, and 700 to 800-foot deep wells with quad-loops.

It is understood that an energy model has been (or will be) developed by the mechanical, electrical, and plumbing (MEP) Engineer and that monthly and/or hourly heating/cooling loads will be available to help inform our preliminary evaluation/feasibility study.

In addition to our in-house expertise, McPhail will collaborate and sub consult with Dave Hermantin, P.E. of Renu Engineering Technologies P.C., an American Energy Engineer (AEE)



Certified Geoexchange Designer (CGD) and an International Ground Source Heat Pump (IGSHPA) certified geothermal system installation inspector (GI).

We propose to perform the following scope of services:

1. Initial Evaluation:
  - a. Coordinate with the project team to review project design parameters and potential locations for well field development;
  - b. Review available geological and hydrogeological information within the project area;
  - c. Determine applicable environmental regulations and permitting requirements associated with closed-loop geothermal systems;
  - d. Perform preliminary analyses to evaluate the well field size for the three (3) well options described above;
  - e. Prepare recommendations for the test well program; and
  - f. Prepare a letter summarizing our preliminary geothermal evaluation.
2. Documentation:
  - a. Prepare an outline specification and drawings for inclusion in the SD set of Contract Documents which include the following: the location, spacing and depth of the geothermal wells; the size and location of the horizontal well field piping; details; and notes.
3. Meetings/Conference Calls:
  - a. Attend meetings and/or participate in virtual meetings with the project team. The fee includes the cost for our attendance at a total of one (1) in-person meeting and approximately four (4) virtual meetings/conference calls.

The not-to-exceed fixed fee to complete Task A is **\$10,000**.

We would not exceed the fee stated herein without receiving prior authorization. Invoices for services would be submitted monthly and payment would be due within 10 days from receipt of payment by Perkins & Will from the Town of Stoneham.

The fee for additional engineering services would be based on a multiple of 2.5 times salary cost for technical personnel directly attributable to the project plus any sub-consultants (e.g., Renu) at cost plus 10 percent and direct expenses at cost. Hourly billing rates will not exceed \$150.00/hour.



Perkins & Will  
February 26, 2021  
Page 3

The engineer's liability for damages due to professional negligence in performing geothermal engineering services will be limited to an amount not to exceed \$2,000,000 in accordance with the terms and conditions of our policy.

In summary, we appreciate the opportunity to submit our proposal for SD phase geothermal engineering services on this project. To authorize us to proceed with the services proposed above, please sign and return a copy of this letter. Should you have any questions, please contact us.

We look forward to being of service to Perkins & Will on this project.

Very truly yours,

McPHAIL ASSOCIATES, LLC

PERKINS & WILL

A handwritten signature in blue ink that reads "Jonathan W. Patch". The signature is fluid and cursive.

Jonathan W. Patch, P.E.

BY \_\_\_\_\_

DATE \_\_\_\_\_

\\McPhail-fs2\McPhail\Working Documents\Proposals\StonehamHighSchool-Geothermal-SchematicDesign-TaskA-022621.docx

JWP/ntd



February 26, 2021

Perkins & Will  
225 Franklin Street, Suite 1100  
Boston, MA 02110

Attention: Mr. Patrick Cunningham, AIA

Reference: Stoneham High School; Stoneham, Massachusetts  
Proposal for Geothermal Engineering Services: Task B – Test Well

We are pleased to present our proposal for providing geothermal engineering services associated with the above-referenced project. The scope of work contained herein includes the completion of a test well program (Task B).

The site is located south of Franklin Street and is generally surrounded by residential properties and wooded land. The existing 2-story school is located on the southern portion of the site and is surrounded by asphalt paved parking areas and roadways, playing fields, along with grassed and landscaped areas. The proposed school is understood to consist of a two or three-story building which will have a total of approximately 180,000 gross square feet of occupied space. The proposed building will be located to the north and east of the existing school building.

It is understood that a network of vertical closed-loop geothermal wells servicing ground source heat pumps may be installed as part of the project to heat and cool the proposed building. Closed-loop geothermal wells circulate a water-antifreeze solution in a continuous closed piping loop through the heat pumps and mechanical equipment and return the water to the well field. Conventional closed-loop geothermal wells with U-bends or quad-loops (double U-bends) are typically installed to depths of about 400 to 600 feet below ground surface. Currently, it is understood that the well field may consist of conventional 500-foot deep closed-loop wells with U-bends.

The proposed scope of work for Task B includes the installation of a 500-foot deep geothermal test well and the performance of a 48-hour duration thermal conductivity test on the completed well. The average formation thermal conductivity, the formation thermal diffusivity, and an estimate of the undisturbed soil temperature will be obtained from the test results. This information will be utilized during the design phase (not included herein) to determine the size of the permanent well field. Furthermore, the test well will provide information to be used for bidding and construction purposes such as the depth to bedrock, the quality of bedrock, rock fractures, groundwater production and borehole stability. The test well will consist of polyethylene, 1-1/4" U-bend assembly backfilled with 1.2 BTU/hour geothermal-enhanced bentonite grout. Should the Owner decide to incorporate geothermal energy into this project, our intent is for the test well to be reusable and integrated into the permanent well field.

Assumptions for Base Bid:

- 1) It is assumed that the test well will be in an open, level paved area readily accessible by heavy truck-mounted drilling equipment and support vehicles.



- 2) Depth to top of rock within 40 feet of existing ground surface.
- 3) Up to 50 feet of 6-inch diameter casing to be installed. Casing to be cut-off approximately 2 feet below grade and left in place.
- 4) Drilling fluids and groundwater generated from the test well will be managed by pumping into a roll-off container and then recharging the water on-site.
- 5) Soil and rock cuttings to be placed on-site at a readily accessible location on-site at the completion of drilling.
- 6) Thermal load test will be up to 48 hours long, and no less than 40 hours long, conducted at least 5 days after completion of drilling.
- 7) Prevailing wages are not included.
- 8) No bond or retainage is assumed.
- 9) Erosion control, matting or silt fence is not included.
- 10) Work will typically be completed Monday through Friday between the hours of 7 AM and 5 PM. Saturday and Sunday work are also a possibility.
- 11) Temporary chain link fencing around the drilling operation is included.
- 12) Surface restoration at the test well location would be limited to grading ground surface even with surrounding grade and providing cold patch and a steel well cap. Off-site removal of asphalt is included. Future restoration of cold patch, should it settle, or replacement or repair of the metal well cap, are excluded.

As such, we propose to provide the following scope of services associated with the test well program:

- 1) Subcontract with a well-drilling contractor to drill one (1) 500-foot deep geothermal test well, install a 1-1/4" U-bend loop and grout, and perform a thermal conductivity test on the completed well;
- 2) Provide a field representative from McPhail to: layout the geothermal test well, observe the installation of the geothermal test well, obtain soil or rock samples at minimum 100-foot intervals of depth, to record the rate of penetration of the drill rods, and to prepare field logs of the well installation. It is assumed that the installation of the well will be completed in one (1) week or less. In addition, provide normal project manager oversight including coordination with the Owner's Project Manager and the school, including attendance at a site meeting and preparation of a geothermal test well logistics plan.
- 3) Prepare and submit a report incorporating the test well findings, including such items as:
  - a. Thermal conductivity, thermal diffusivity, and soil temperature.
  - b. Water flow rates.
  - c. Soil and bedrock composition.
  - d. Formation type encountered and its depth including water zones.

The not-to-exceed fixed fee to complete Task B is **\$40,000**.



Perkins & Will  
February 26, 2021  
Page 3

We would not exceed the fee stated herein without receiving prior authorization. Invoices for services would be submitted monthly and payment would be due within 10 days from receipt of payment by Perkins & Will from the Town of Stoneham.

The fee for additional geothermal engineering services would be based on a multiple of 2.5 times salary cost for technical personnel directly attributable to the project plus any subcontractors (e.g., drilling subcontractor) at cost plus 10 percent and direct expenses at cost. Hourly billing rates will not exceed \$150.00/hour.

The Client agrees to provide right of entry to the site in order that the geothermal well can be completed. While the geotechnical engineer will take all reasonable precautions to avoid damage to property, subterranean structures or utilities, the Client agrees to hold McPhail harmless for any damages to subterranean structures or utilities not as shown on the plans furnished or evident in the field. Utilities are required to be cleared by the well drilling subcontractor with Dig-Safe. The Client agrees to accept the condition of the site as indicated above following the completion of the explorations.

The engineer's liability for damages due to professional negligence in performing geothermal engineering services will be limited to an amount not to exceed \$2,000,000 in accordance with the terms and conditions of our policy.

In summary, we appreciate the opportunity to submit our proposal for geothermal engineering services on this project. To authorize us to proceed with the services proposed above, please sign and return a copy of this letter. Should you have any questions, please contact us.

We look forward to being of service to Perkins & Will on this project.

Very truly yours,

McPHAIL ASSOCIATES, LLC

PERKINS & WILL

A handwritten signature in blue ink, appearing to read "Jonathan W. Patch". The signature is fluid and cursive.

Jonathan W. Patch, P.E.

BY \_\_\_\_\_

DATE \_\_\_\_\_

## Memorandum

To: Stoneham School Building Committee  
From: Joel G. Seeley  
Project: Stoneham High School Feasibility Study  
Re: Designer Amendment No. 9: Boundary Surveying Services  
Distribution: Stoneham School Building Committee (MF)

Date: 4/5/2021  
Project No.: 20033

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### **DESIGNER AMENDMENT NO. 9: BOUNDARY SURVEYING SERVICES**

**FEE:** \$23,760.00

**REASON:** This Amendment is for Boundary Surveying Services to be performed by Nitsch Engineering.

**BUDGET AVAILABILITY:** This Amendment would be funded out of the Environmental & Site Survey Budget, ProPay Code 0003-0000, which has the current balance of \$30,566.86.

# ATTACHMENT F

## CONTRACT FOR DESIGNER SERVICES

### AMENDMENT NO. 9

**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 April 5, 2021, 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:

	<b>Original Contract</b>	<b>Prior Amendments</b>	<b>This Amendment</b>	<b>After this Amendment</b>
Feasibility Study Phase	\$ 175,000.00	\$ 71,733.64	\$ 0.00	\$ 246,733.64
Schematic Design Phase	\$ 245,000.00	\$ 78,699.50	\$ 23,760.00	\$ 347,459.50
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
<b>Total Fee</b>	<b>\$420,000.00</b>	<b>\$ 150,433.64</b>	<b>\$ 23,760.00</b>	<b>\$ 594,193.14</b>

This Amendment is a result of: Providing Boundary Surveying Services to be funded out of MSBA ProPay 0003-0000.

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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

3.23.2021

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

**Re: Stoneham High School / Additional Services #9 Attachment F**

Dear Mr. Sheehan,

As requested, and required, attached, and noted herein, are the additional services for the survey that includes boundary survey work. We have attached the proposal, for your reference, Nitsch Engineering for the Schematic Phase of the project. Carefully review Task #1, Work not Included in the Scope, and the Assumptions on the proposal dated March 18, 2021.

**Project Overview**

The additional service request is for the updating the boundary work within the budget allocated by the Town of Stoneham for Modular 4/ SD Phase of the Stoneham Project. We understand that you reviewed and approved the scope of services as outlined in the proposal attached to this letter and noted above.

**Schedule**

The work will commence when the scope and location of study are approved by the Town and School and under the guidelines of the COVID-19 requirements within the most expedient deadline. Nitsch Engineering will work with the Town of Stoneham to coordinate the best time to facilitate this work.

**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: Any deviations to the attached will be at an additional charge to the below fee.

# Perkins&Will

3.23.2021  
Stoneham High School /  
Additional Services #9  
Attachment F

## Assumptions

The Design Team is working in good faith to facilitate the Schematic Design within the funds appropriated by the Town. Any information not obtained by this scope of services will be completed in the later phases of Design. Any major design deviations as a result of the scope of later work will be covered by the Town of Stoneham.

## Total Compensation for Amendment #9

Boundary Work as Noted (+10% mark-up)	<b>\$ 23,760</b>
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We look forward to hearing from you to move this forward.

Thank you,



**Brooke Trivas**  
Principal, Practice Leader for Perkins&Will

cc; Perkins&Will Team, Joel Seely – SMMA, file

March 18, 2021

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  
Additional Services  
Stoneham, MA

Dear Ms. Trivas:

Nitsch Engineering is pleased to submit this Additional Services 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 ADDITIONAL SERVICES**

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

#### **TASK #1: ADDITIONAL SERVICES, BOUNDARY SURVEY**

1. Perform property research at the Town of Stoneham (the Town) offices, the County Registry of Deeds, and the Massachusetts Land Court for record data on the locus property, abutting properties, and easements;
2. Perform a retracement property line survey on 41 acres of the site as delineated on the attached survey limit sketch;
3. Perform office calculations to determine the property lines and easements of record;
4. Update the topographic plan indicating the survey information; and
5. 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 or utilize existing Nitsch Engineering control.

### **WORK NOT INCLUDED IN THE SCOPE OF ADDITIONAL SERVICES**

1. Performing a full property line survey.
2. Traversing the lot lines to identify encroachments.
3. Setting lot corners or other monumentation.
4. Performing site design engineering services.
5. Performing construction layout, preparing record plans, or performing other Construction Phase services.

**WORK NOT INCLUDED IN THE SCOPE OF ADDITIONAL SERVICES – continued**

6. 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 Additional Services 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. 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.
7. No additional wetlands are included.
8. The plan will not be prepared in recordable format.
9. The Client will provide a copy of the deed and plan of locus.
10. 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.

**TIME AND MANNER**

Nitsch Engineering is prepared to begin work within 10 calendar days from the receipt of this executed Additional Services 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 **\$21,600**. 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.

## **TERMINATION**

Nitsch Engineering reserves the right to revise this Additional Services proposal should the signed copy not be received by April 19, 2021. 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 Additional Services proposal, and all such services will be provided and compensated for in accordance with the terms and conditions contained herein as though this Additional Services proposal were fully executed by the Client.

Ms. Brooke Trivas: Nitsch Proposal #14166.1P (Additional Services)  
March 18, 2021  
Page 4 of 4

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

Q:\14166 Stoneham High\Contract\Survey\14166.1P Stoneham High School survey AS.docx

### **CLIENT AUTHORIZATION**

This Additional Services 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

**STANDARD CONTRACT TERMS**  
**(Version: October 1, 2020)**

The following Standard Contract Terms, together with the attached proposal, constitutes the terms of the Agreement between Nitsch Engineering, Inc. ("Nitsch Engineering") and the Client with respect to the performance of the services ("Services") on the project ("Project").

**1. 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.

**2. 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.

**3. STANDARD OF CARE**

The Client and the Owner acknowledge 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").

**4. DELAYS**

The Client agrees that Nitsch Engineering is not responsible for damages arising directly or indirectly from any delays for causes beyond Nitsch Engineering's reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; pandemics, fires, riots, war or other emergencies; acts of governmental authorities or failure of any government authorities to act in timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions. This provision applies, without limitation to any impacts caused by, resulting from, or arising out of the COVID-19 pandemic, which was declared a worldwide pandemic by the World Health Organization on March 11, 2020.

In Addition, if the delays resulting from any such causes increase the cost or time required by Nitsch Engineering to perform its services in an orderly and efficient manner, Nitsch Engineering shall be entitled to a reasonable adjustment in schedule and compensation.

**5. REGULATORY AGENCIES**

Nitsch Engineering shall exercise reasonable efforts, to the extent consistent with the Standard of Care, to comply with all 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.

#### **6. CERTIFICATIONS/AFFIDAVITS**

The proposed language of certificates, affidavits, certifications, or consents requested of Nitsch Engineering or Nitsch Engineering's consultants shall be submitted to Nitsch Engineering for review and approval at least (14) days prior to execution. The Client shall not request certifications, affidavits, and/or consents that could require knowledge, services, or responsibilities 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.

#### **7. 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 the invoice date. If payment is not made within thirty (30) calendar days of the invoice date, the amounts due shall include an interest assessment at the rate of 1-1/2% per month commencing on the 30th day after the date of the invoice. 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.**

#### **8. 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.

#### **9. 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.

#### **10. 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.

#### **11. INSURANCE**

Nitsch Engineering is protected by Workers' Compensation Insurance and Professional Liability Insurance, and will furnish information and certificates upon request.

#### **12. 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.

**13. 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.

**14. 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 warrant, or any other theory of liability, shall not exceed \$50,000 or Nitsch Engineering's total fee for Services rendered under this Agreement; whichever is greater.

**15. 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.

**16. 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"). As author, Nitsch Engineering shall retain the ownership and property interest in those instruments of service, including copyright, common law and statutory law interest in the Documents whether or not the Project is completed; however, if the Project is completed, the Client may retain a license to use copies of the Documents solely for information and record reference purposes in connection with the completed Project. These Documents are not intended or represented to be suitable for reuse by Client or any other party in connection with (a) the completion of the Project if Nitsch Engineering's Agreement has been terminated or Nitsch Engineering otherwise is not involved in the Project; (b) extensions of the Project; and / or (c) any other project. 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 defend, indemnify and hold harmless Nitsch Engineering, and its consultants, from any and all claims, damages, losses, and expenses including 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 CADD Documents provided to the Client are for informational purposes only and not as an end product. Nitsch Engineering makes no warranties, either express or implied, regarding the accuracy, fitness or suitability for any purpose of the CADD Documents. Accordingly, the Client agrees to waive any and all claims against Nitsch Engineering resulting in any way from the any use, reuse, reliance on, or alteration of the CADD Documents.

**17. 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.

**18. 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, defend 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.

**19. HOURLY BILLING RATES** Unless stated otherwise in the proposal, Nitsch Engineering's hourly billing rates are included in Exhibit A.

**20. REIMBURSABLE EXPENSES**

Normal reimbursable expenses are in addition to the fee for services and shall be billed at 1.10 times the amount expended. Reimbursable expenses are those expenses directly related to the Project such as travel including tolls, parking, transportation, meals, and lodging; printing, copying and handling of documents; photography including professional photography fees to document the completed project; renderings and models; regulations and by-laws/ordinances; telephone calls and other communication charges; postage and delivery; equipment for testing; permit application fees; project website fees, additional insurance that the Client and/or Owner requests, which is not normally carried by Nitsch Engineering; sales tax, if applicable, assessed on Nitsch Engineering's services; reasonable legal fees incurred by Nitsch Engineering in negotiating an agreement form other than this Agreement; and reasonable legal fees incurred by Nitsch Engineering for reviewing proposed language of documents requested of Nitsch Engineering or Nitsch Engineering's consultants, including certificates, affidavits, certifications, and/or consents.

**21. APPLICABLE STATE LAW**

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

**22. 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.

**23. PROJECT RISK RELATED TO CONDOMINIUMS OR APARTMENTS (if applicable)**

The Client and Owner acknowledge the risk to Nitsch Engineering inherent in condominium projects and the disparity between Nitsch Engineering's fee and Nitsch Engineer's potential liability for problems or alleged problems with such condominium projects. In consideration of the substantial risks to Nitsch Engineering in rendering professional Services in connection with the Project, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Nitsch Engineering, its officers, directors, employees and subconsultants (collectively, Nitsch Engineering) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Services performed on the Project, except for such costs directly caused by Nitsch Engineering's sole negligence or willful misconduct, as found by a court of competent jurisdiction.

**24. MAINTENANCE MANUALS RELATED TO CONDOMINIUMS OR APARTMENTS (if applicable)**

The Client and Owner agree that the Bylaws of the Homeowners' Association established for the Project will require that the Association perform, at a minimum, all maintenance as recommended in the Maintenance Manual, and all routine maintenance, maintenance inspections and any other necessary repairs and maintenance called for as a result of these maintenance inspections. The Bylaws shall also contain an appropriate waiver and indemnity in favor of the Client, Nitsch Engineering and subconsultants, and the contractor if the maintenance recommendations contained in the Maintenance Manual are not performed.

**25. 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.

**26. DISPUTE RESOLUTION**

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.

**STANDARD CONTRACT TERMS**  
**(Version: October 1, 2020)**

**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: Civil, Planning, Transportation, Structural**

Principal	\$255.00
Senior Project Manager – Structural	\$230.00
Senior Project Manager	\$220.00
Senior Project Engineer – Structural	\$190.00
Project Manager	\$190.00
Senior Project Engineer	\$170.00
Project Engineer – Structural	\$170.00
Project Engineer	\$160.00
Senior Project Designer	\$145.00
Project Designer	\$130.00
Project Technician	\$110.00
Senior Planner	\$150.00
Planner	\$140.00
Planning Analyst	\$125.00
Administrative	\$85.00

**Department: Land Survey**

Senior Project Manager – Survey, PLS	\$200.00
Project Manager – Survey, PLS	\$175.00
Project Surveyor, PLS	\$160.00
Senior Survey Technician	\$135.00
Survey Technician 3	\$120.00
Survey Technician 2	\$105.00
Survey Technician 1	\$100.00
Administrative	\$85.00
Survey Robotic Services	\$145.00

**Other Services, include:**

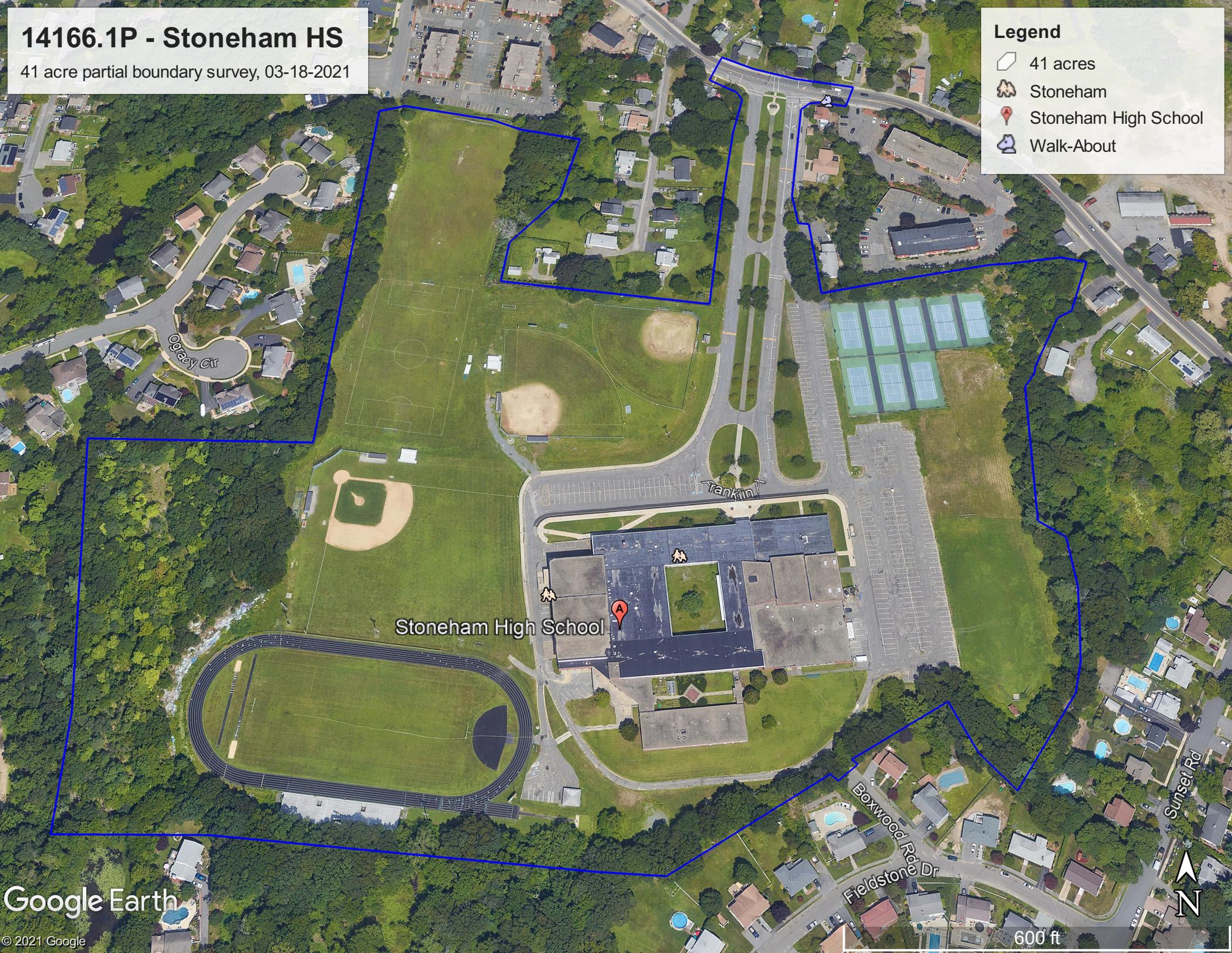
Expert Witness	\$320.00
GIS Manager	\$135.00

# 14166.1P - Stoneham HS

41 acre partial boundary survey, 03-18-2021

**Legend**

-  41 acres
-  Stoneham
-  Stoneham High School
-  Walk-About



## Warrant No. 10

Project: Stoneham High School, Stoneham, Massachusetts  
 Prepared by: Joel G. Seeley, AIA

Project No.: 20033  
 Date: 4/5/2021

School Building Committee for the Stoneham High School hereby authorizes to draw against funds for the obligations incurred for value received in services and for materials shown below:

<u>Vendor</u>	<u>Invoice No.</u>	<u>Invoice Date</u>	<u>Invoice Amount</u>	<u>ProPay Code</u>	<u>Balance After Invoice</u>
SMMA	54651	3/30/2021	\$ 7,000.00	0001-0000	\$ 60,000.00
Perkins & Will	0181907	3/30/2021	\$ 35,000.00	0002-0000	\$ 175,000.00
		<b>Total</b>	<b>\$ 42,000.00</b>		

\_\_\_\_\_  
 Marie Christie

\_\_\_\_\_  
 David Bois

\_\_\_\_\_  
 Nicole Nial

\_\_\_\_\_  
 Raymie Parker

\_\_\_\_\_  
 Douglas Gove

\_\_\_\_\_  
 Stephen O'Neill

\_\_\_\_\_  
 Josephine Thomson

\_\_\_\_\_  
 Jeanne Craigie

\_\_\_\_\_  
 Lisa Gallagher

\_\_\_\_\_  
 Sharon Iovanni

\_\_\_\_\_  
 Cory Mashburn

\_\_\_\_\_  
 Paul Ryder

\_\_\_\_\_  
 David Pignone

Approved on \_\_\_\_\_

# Perkins&Will

# Invoice

March 30, 2021

Project No: 153010.000

Invoice No: 0181907

Dennis Sheehan  
 Town of Stoneham  
 Town Hall  
 35 Central St  
 Stoneham, MA 02180

Stoneham High School - FS-SD

**Professional Services: through April 2, 2021**

**Fee**

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Feasibility Phase	175,000.00	100.00	175,000.00	175,000.00	0.00
Schematic Design	245,000.00	28.5714	70,000.00	35,000.00	35,000.00
Amendment #1	0.00	0.00	0.00	0.00	0.00
Survey/Wetlands-Nitsch	27,500.00	100.00	27,500.00	27,500.00	0.00
Phase 1 ESA	2,970.00	0.00	0.00	0.00	0.00
Geotechnical Services-Lahlaf	16,417.50	100.00	16,417.50	16,417.50	0.00
Hazardous Materials-UEC	4,950.00	100.00	4,950.00	4,950.00	0.00
Amendment #2	0.00	0.00	0.00	0.00	0.00
Traffic Analysis-Nelson Nygaard	18,150.00	0.00	0.00	0.00	0.00
Amendment #3	0.00	0.00	0.00	0.00	0.00
Hydrant Flow Testing-AE	1,760.00	0.00	0.00	0.00	0.00
Amendment #4	0.00	0.00	0.00	0.00	0.00
Traffic Analysis-Nelson Nygaard	-18,150.00	0.00	0.00	0.00	0.00
Amendment #5	0.00	0.00	0.00	0.00	0.00
Traffic Analysis-Nelson Nygaard	4,166.14	100.00	4,166.14	4,166.14	0.00
Amendment #6	0.00	0.00	0.00	0.00	0.00
Tarffic Analysis - Vanasse	13,970.00	61.811	8,635.00	8,635.00	0.00
<b>Total Fee</b>	<b>491,733.64</b>		<b>306,668.64</b>	<b>271,668.64</b>	<b>35,000.00</b>
			<b>Total Fee</b>		<b>35,000.00</b>

**REMIT PAYMENTS TO** Perkins&Will, Inc.  
 PO Box 71181  
 Chicago, IL 60694-1181

**WIRE/ACH TO** BMO Harris Bank  
 ABA# 071000288, Acct# 3769601  
 SWIFT HATRUS44

**TERMS** Net 30 Days

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Project	153010.000	Stoneham High School - FS/SD	Invoice	0181907
			<b>Total this Invoice</b>	<b>\$35,000.00</b>

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**REMIT PAYMENTS TO** Perkins&Will, Inc.  
PO Box 71181  
Chicago, IL 60694-1181

**WIRE/ACH TO** BMO Harris Bank  
ABA# 071000288, Acct# 3769601  
SWIFT HATRUS44

**TERMS** Net 30 Days

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Mr. Dennis Sheehan  
Town Administrator  
Town of Stoneham  
35 Central St  
Stoneham, MA 02180

March 30, 2021  
Project No: 20033.00  
Invoice No: 0054651

Project 20033.00 Stoneham High School OPM Services  
**Professional Services from February 20, 2021 to April 2, 2021**

**Fee**

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Feasibility Study	56,000.00	100.00	56,000.00	56,000.00	0.00
Schematic Design	49,000.00	28.5714	14,000.00	7,000.00	7,000.00
Total Fee	105,000.00		70,000.00	63,000.00	7,000.00
		<b>Total Fee</b>			<b>7,000.00</b>
				<b>Total this Invoice</b>	<b>\$7,000.00</b>

**Billings to Date**

	Current	Prior	Total
Fee	7,000.00	63,000.00	70,000.00
Expense	0.00	614.08	614.08
<b>Totals</b>	<b>7,000.00</b>	<b>63,614.08</b>	<b>70,614.08</b>

**Authorized By: Joel Seeley**

To: School Building Committee Date: 3/24/2021  
From: Joel Seeley Project No.: 20033  
Project: Stoneham High School Feasibility Study  
Re: Schematic Design Estimating Schedule  
Distribution: School Building Committee (MF)

---

The following are the milestone dates for the Schematic Design Estimating Schedule.

May 3 - Issue site layout plans (no civil utilities) and grading plans pricing documents  
May 17 - Issue all other pricing documents less Architecture  
May 24 - Issue Architecture pricing documents  
June 7 - Cost estimate due from PM&C and Consigli  
June 11 - Estimate reconciliation complete  
June 14 - Present cost estimate to SSBC  
June 18 - VE pricing complete  
June 21 - Present VE to SSBC for voting and approval of Total Project Cost  
June 23 - Submit Total Project Cost to MSBA

Perkins&Will

**STONEHAM HIGH SCHOOL  
BUILDING COMMITTEE  
MEETING**

4.05.2021

# AGENDA

1\ Programming Review

2\ Exterior Update

3\ General Responses



**Perkins&Will**

# **Programming Review**

**Building Committee Meeting**

# Space Needs Surveys

PRE-K

ART / MUSIC / AUDITORIUM

CORE ACADEMIC

CORE ACADEMIC / SCIENCE

STUDENT SURVEY

DINING / FOOD SERVICE / CUSTODIAL

HEALTH / PHYSICAL ED

SPECIAL EDUCATION

VOCATIONAL / TECHNOLOGY

ADMIN / GUIDANCE / DISTRICT OFFICES

MEDIA CENTER

MEDICAL

TECHNOLOGY

# Programming Presentations

CORE ACADEMIC

CORE ACADEMIC / SCIENCE

SPECIAL EDUCATION

MEDICAL SUITE

ART

[Envisionshs.com/program](https://envisionshs.com/program)

# Programming Meetings Round 1

## Check!

Core Academic	Health & Physical Ed.
Science	Concession Building
Special Education	IT
Medical Suite	Dining & Food Service
Art	Pre-K
Admin. & Guidance	District Offices
Custodian & Maint.	

## Still to Come!

Security  
Teacher Spaces  
Media Center  
Vocations & Technology

**Perkins&Will**

# **Exterior Update**

**Building Committee Meeting**

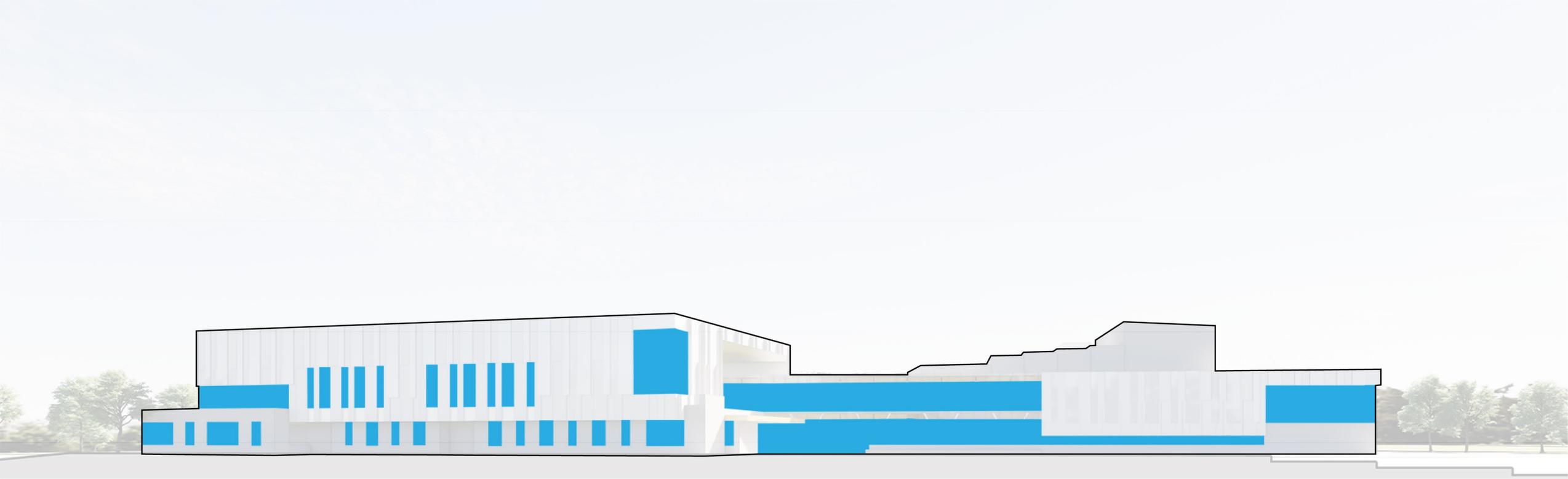


## **NORTH ELEVATION**

GLAZING PERCENTAGE: **32%**

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OVERALL BUILDING GLAZING PERCENTAGE: **28%**



## NORTH ELEVATION

GLAZING PERCENTAGE: **32%**

---

OVERALL BUILDING GLAZING PERCENTAGE: **28%**



## EAST ELEVATION

GLAZING PERCENTAGE: **25%**

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OVERALL BUILDING GLAZING PERCENTAGE: **28%**

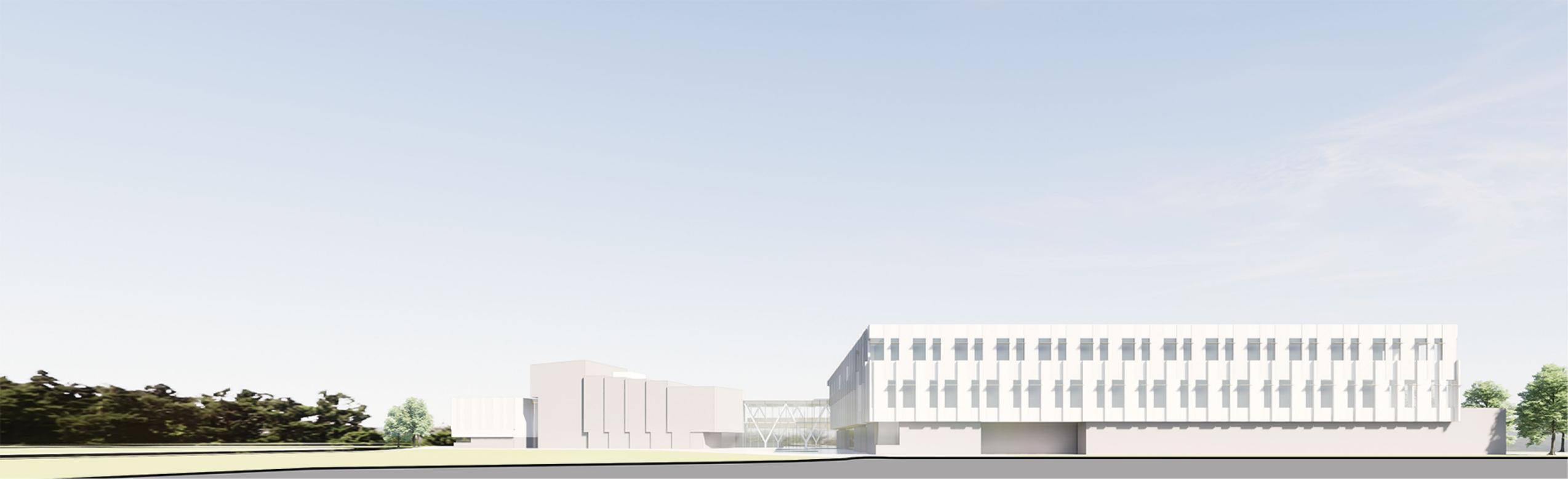


## EAST ELEVATION

GLAZING PERCENTAGE: **25%**

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OVERALL BUILDING GLAZING PERCENTAGE: **28%**

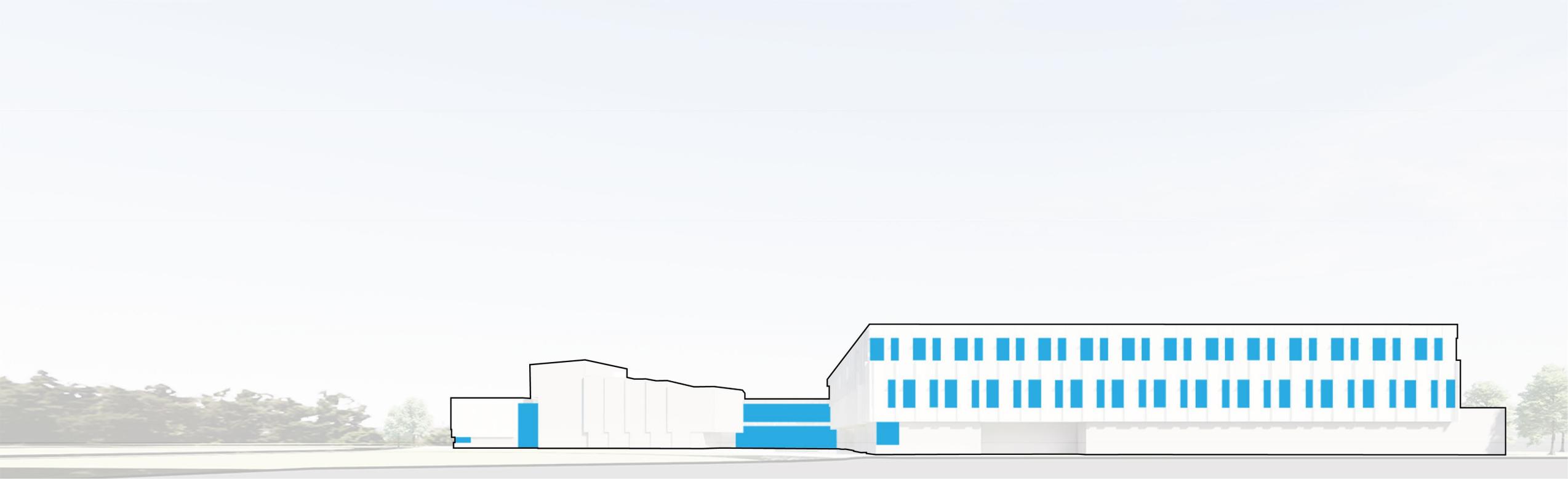


## **SOUTH ELEVATION**

GLAZING PERCENTAGE: **23%**

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OVERALL BUILDING GLAZING PERCENTAGE: **28%**



## **SOUTH ELEVATION**

GLAZING PERCENTAGE: **23%**

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OVERALL BUILDING GLAZING PERCENTAGE: **28%**

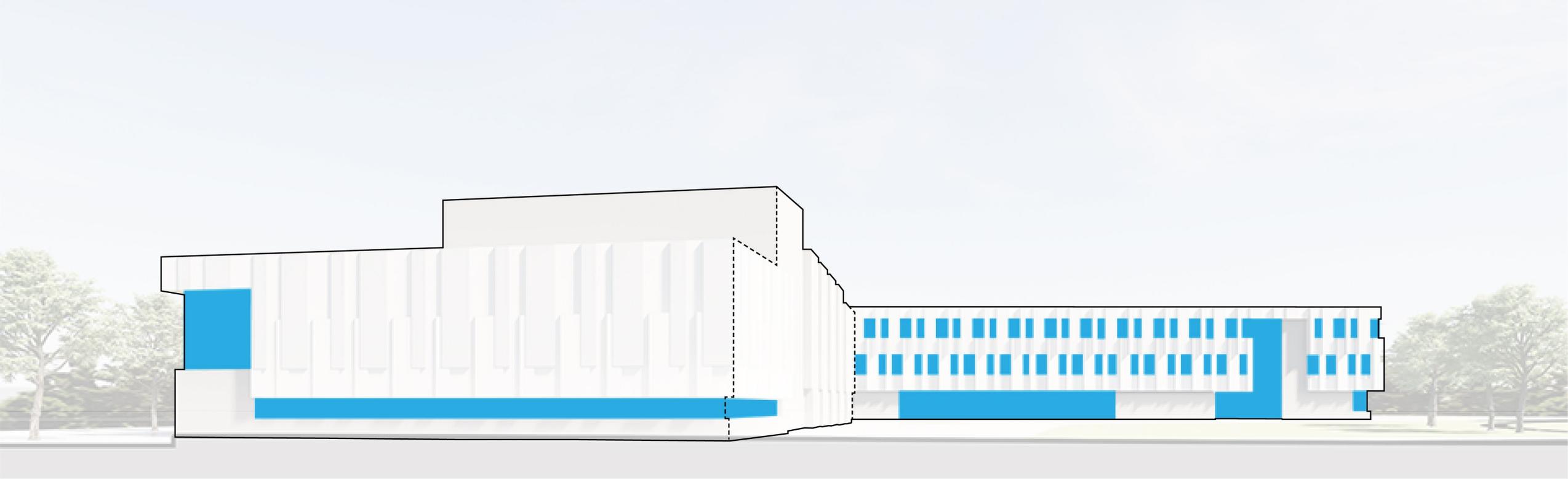


## WEST ELEVATION

GLAZING PERCENTAGE: **30%**

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OVERALL BUILDING GLAZING PERCENTAGE: **28%**



## WEST ELEVATION

GLAZING PERCENTAGE: **30%**

---

OVERALL BUILDING GLAZING PERCENTAGE: **28%**

**Perkins&Will**

# **General Responses**

**Building Committee Meeting**

# What is the Financial Status?

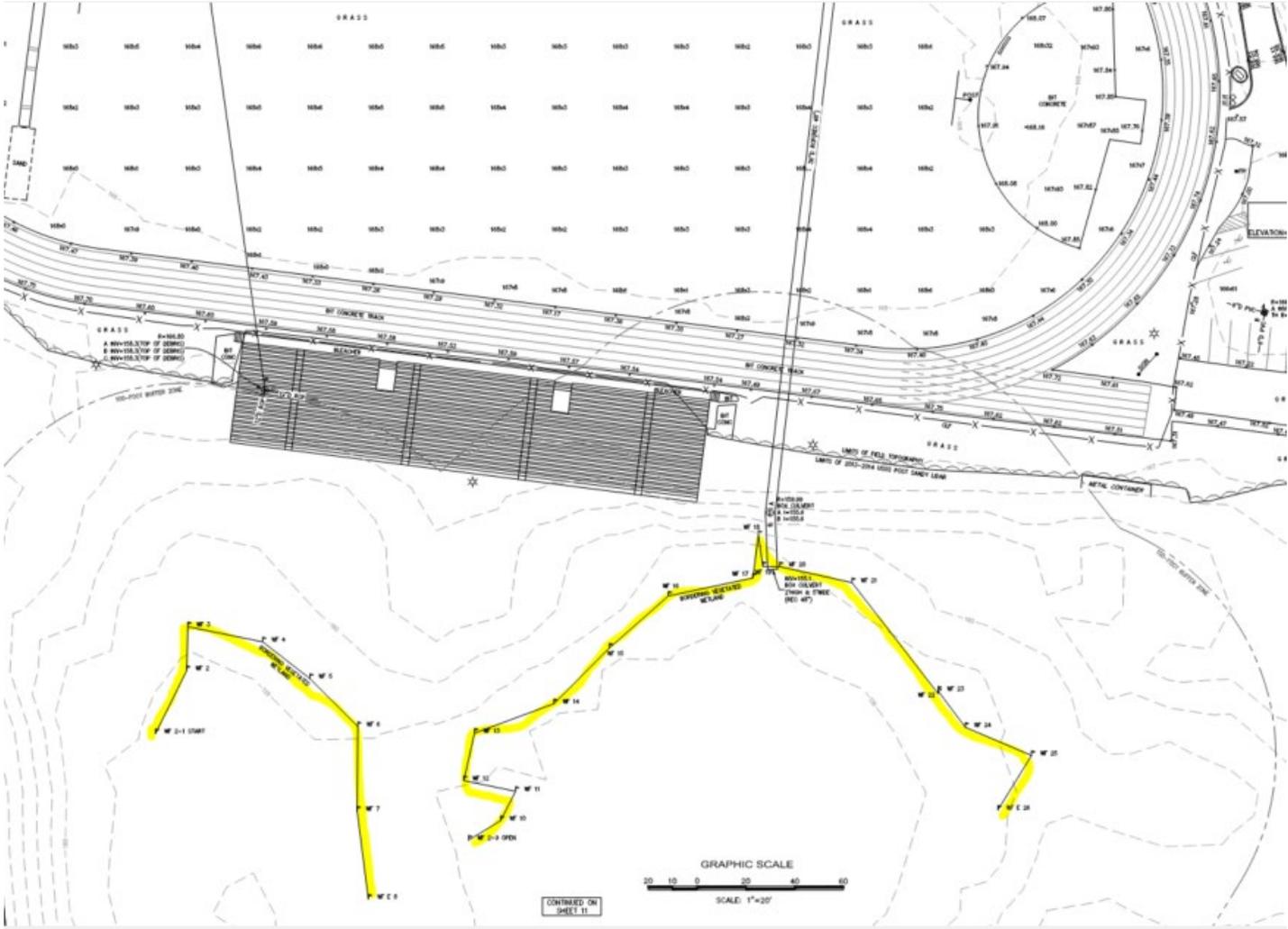
Description	Total Project Budget	Authorized Changes	Revised Total Budget	Total Committed	% Comtd to Date	Budget Balance	Actual Spent to Date	% Spent to Date	Projected Expenditure/ Commitments
<b>FEASIBILITY STUDY AGREEMENT</b>									
OPM Feasibility Study/Schematic Design	\$ 187,500.00	\$ (82,500.00)	\$ 105,000.00	\$ 105,000.00	100%	\$ -	\$ 63,000.00	60%	\$ 42,000.00
A/E Feasibility Study/Schematic Design	\$ 465,000.00	\$ (45,000.00)	\$ 420,000.00	\$ 420,000.00	100%	\$ -	\$ 210,000.00	50%	\$ 210,000.00
Environmental & Site	\$ 60,000.00	\$ 100,000.00	\$ 160,000.00	\$ 95,433.14	60%	\$ 64,566.86	\$ 61,668.64	65%	\$ 33,764.50
Other	\$ 37,500.00	\$ 27,500.00	\$ 65,000.00	\$ 33,312.36	51%	\$ 31,687.64	\$ 812.34	2%	\$ 32,500.02
<b>SUBTOTAL</b>	<b>\$ 750,000.00</b>		<b>\$ 750,000.00</b>	<b>\$ 653,745.50</b>		<b>\$ 96,254.50</b>	<b>\$ 335,480.98</b>	<b>51%</b>	<b>\$ 318,264.52</b>

**\*\* Committed from Other**

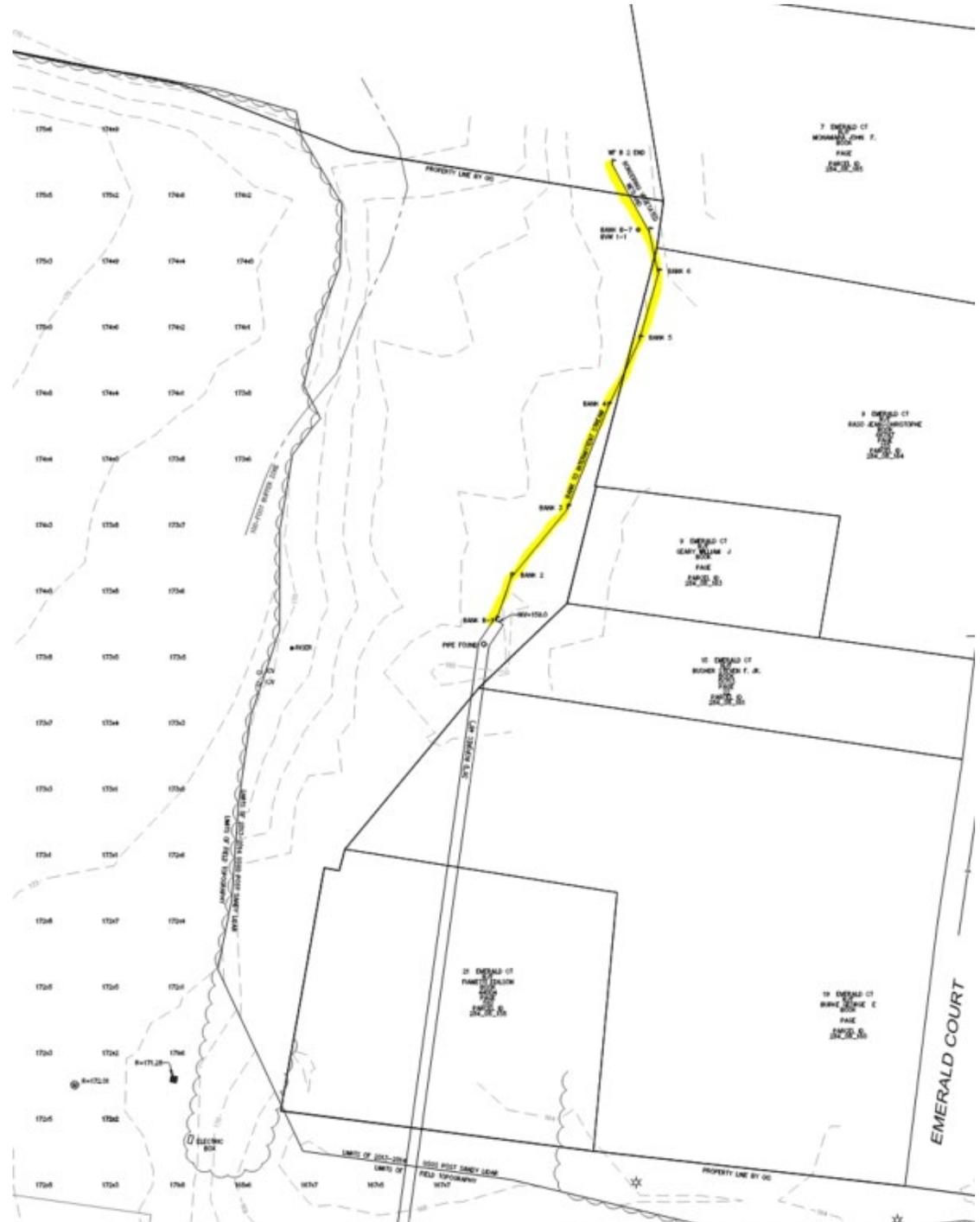
**Amount**

Stoneham Independent	\$ 230.81	Advertisement in Stoneham Independent for Designer Procurement
Andrew T. Johnson / SMMA	\$ 383.27	Designer Proposal Production for Designer Procurement
MassSave ZNE Expert ESA	\$ 7,500.00	Cost Share for Thornton Tomasetti
Stoneham Independent	\$ 198.28	Advertisement in Stoneham Independent for CM-R Procurement - RFQ
Consigli Construction Co.	\$ 25,000.00	Cost Estimating by CM-R
	<b>\$ 33,312.36</b>	

# What is the Wetlands Delineation?



# What is the Wetlands Delineation?



# What is the cost of saving the entry drive trees?



**Perkins&Will**

**Thank You**

**Tri-Board Meeting**

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**Cc:** 20033 - Stoneham HS OPM Services  
**Subject:** Recent Emerald Court Questions

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**From:** Sheehan, Dennis <[DSheehan@stoneham-ma.gov](mailto:DSheehan@stoneham-ma.gov)>  
**Sent:** Tuesday, March 23, 2021 2:30 PM  
**To:** [jcraso@gmail.com](mailto:jcraso@gmail.com) <[jcraso@gmail.com](mailto:jcraso@gmail.com)>  
**Cc:** Seeley, Joel <[jseeley@smma.com](mailto:jseeley@smma.com)>  
**Subject:** Recent Emerald Court Questions

JC,  
The Stoneham School Building Committee thanks you for your recent feedback and questions related to the high school project. We have listed each of the feedback items below. We are committed to remain in communication with the Emerald Court Neighborhood Residents during the design process and welcome continued feedback to make the project a success for our students, community and neighbors.

Privacy:  
When is the landscaping design developed? When should I reconnect with you on that topic?

We will be presenting a project design update at Community Forum No. 6 on March 24, 2021 at 6:30pm. We would welcome feedback on the progress planting design adjacent to the neighborhood. The link to the meeting is <https://global.gotomeeting.com/join/139600613>

Obstruction of views:  
Good news. And I also noted that during the last community forum it was mentioned that the solar array will be built as far from the property line as possible. Do you have a timeline of the solar array design?  
I'd like to schedule a conference call with you/the project team to discuss this particular topic when the design is mature enough. Please keep me posted.

Detail design of the photovoltaic system will be performed by the photovoltaic vender, who will be brought on board with the passage of the project at the October 4, 2021 Fall Town Meeting and Ballot Vote on November 2, 2021.

Environmental protection:  
Very glad to read that. Could you please elaborate? Does it mean the landscape/forest patch in this area will stay as is?... There will likely be some limited grading and associated clearing along the East side of the field to make it regulation size.

Regards,

Stoneham School Building Committee

Respectfully,

Dennis J. Sheehan  
Town Administrator  
Town of Stoneham  
(781) 279-2600

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**Cc:** 20033 - Stoneham HS OPM Services  
**Subject:** Re: Turf fields

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**From:** mmw <[mmw@copper.net](mailto:mmw@copper.net)>  
**Sent:** Tuesday, March 30, 2021 7:13 PM  
**To:** Seeley, Joel <[jseeley@smma.com](mailto:jseeley@smma.com)>  
**Cc:** Raymie Parker <[rparker@stoneham-ma.gov](mailto:rparker@stoneham-ma.gov)>  
**Subject:** Turf fields

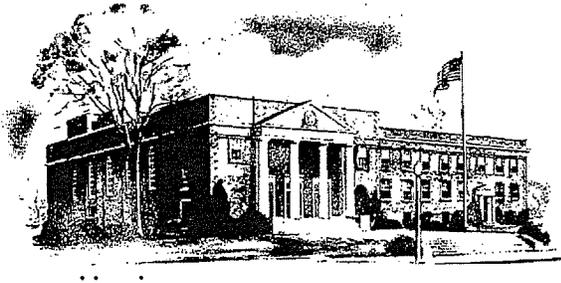
Mr. Seeley,

If my understanding is correct that turf fields will not be reimbursed by the state, what is the reduction to that estimate of \$789 - \$976 per taxpayer if the fields remain grassed?

Turf is a controversial topic and I've heard no debate, but then I don't attend every meeting.

Marcia M Wengen  
Concerned resident  
cc: Raymie Parker

Sent from my T-Mobile 4G LTE Device



# TOWN OF STONEHAM

MASSACHUSETTS

Town Hall  
35 Central Street  
Stoneham, MA 02180  
781-279-2680

April 2, 2021

To all Boards, Commissions, and Committees:

Please be sure to join the Stoneham School Building Committee for Community Forum 7, on May 26, 2021 @ 6:30 p.m. as we will discuss the Stoneham High School Feasibility Study and the progress that has been made on the project thus far. Your input continues to be vital to the success of this project and the Committee, once again, would ask for your input regarding any comments, concerns or recommendations. The GoTo link for the meeting is included in the attached flyer. Please be sure to share this email with your colleagues and staff. As always, you can see past presentations and updates on the Town's website @Stoneham-ma.gov.

Thank you and we look forward to updating you on the high school building project.

Marie Christie & David Bois  
Co-chairs Stoneham School Building Committee

## 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: 3/17/2021  
 Time: 3:00pm  
 Meeting No: 10

### 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
	David Bois	Co-Chair School Building Committee
✓	John Macero	Superintendent of Schools
	Bryan Lombardi	Principal
✓	Brooke Trivas	Perkins and Will
	Leo Liu	Perkins and Will
✓	Kristy Lyons	Consigli
✓	Joel Seeley	SMMA

Item #	Action	Discussion
10.1	Subcommittee Members J. Macero	<p><b>Future Videos – Subject-Based</b></p> <p>Subject-based videos, approximately 10 minutes long, with J. Macero as emcee, interviewing subject matter experts. Schedule is to tape in April and release to public in May.</p> <p>PR Subcommittee members to add “talking points” for each Subject-Based Video on the PR Subcommittee’s Google Docs page.</p>
10.2	B. Trivas J. Seeley	<p><b>Town Departments and Committees</b></p> <ol style="list-style-type: none"> <li>Regulatory Town Departments and Committees meeting held on 2/12/21, B. Trivas to issue meeting minutes. <i>(from prior meeting)</i></li> <li>J. Seeley to check with R. Parker if there has been any response to the letters sent to the Non-Regulatory Town Departments and Committees.</li> </ol>

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Item #	Action	Discussion
10.3	J. Seeley	<b>Presentation to Capital Improvement Advisory Committee</b> J. Seeley to check with D. Sheehan if the Capital Improvement Advisory Committee can be invited to the 3/30/21 Tri-Board meeting in lieu of the SSBC attending their April 2021 meeting.
10.4	S. Iovanni Subcommittee members	<b>Tours of Existing High School</b> A Virtual Tour will be taped in the summer, B. Lombardi will be the tour guide. In-person Tours will be planned for September. <ol style="list-style-type: none"><li>1. S. Iovanni will work with B. Lombardi on key talking points for the tour.</li><li>2. Subcommittee members to forward any photographs of existing conditions to A. Brough Palmerino that may better represent the issues for inclusion in the video.</li></ol>
10.5	S. Iovanni	<b>Farmers Market</b> The Farmers Market typically occurs weekly, Thursdays between 2:00pm and 6:00pm, commencing in June, the SSBC to request a table. <ol style="list-style-type: none"><li>1. S. Iovanni reached out to the Farmers Market Committee to begin coordinating to have a table, more to come as the schedule gets developed.</li></ol>
10.6	S. Iovanni	<b>Town Day</b> Town Day typically occurs the second Saturday in September, the SSBC to request a booth. <ol style="list-style-type: none"><li>1. S. Iovanni will reach out to the organizers as the event schedule gets developed.</li></ol>
10.7	S. Iovanni	<b>Concerts on the Common</b> Concerts on the Common typically run June into August. The SSBC to request a table for some of the events. <ol style="list-style-type: none"><li>1. S. Iovanni reached out to the Chamber of Commerce, the concert dates have not been set yet.</li></ol>
10.8	B. Trivas J. Seeley	<b>Community Forum No. 7</b> B. Trivas and J. Seeley to develop the Forum Flyer. The final Flyer is needed to be completed by mid-April for distribution. <i>(from prior meeting)</i>
10.9	K. Lyons B.Trivas	<b>Stoneham Council on Aging Sentinel</b> <ol style="list-style-type: none"><li>1. K. Lyons reviewed the Draft Insert, attached. K. Lyons to work with B. Trivas for updated graphics closer to April 16.</li></ol>

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Item #	Action	Discussion
		<ol style="list-style-type: none"><li>2. SSBC to target the May publication for a single page insert, due to the Sentinel by April 16.</li><li>3. The submission date for an embedded article is the 16<sup>th</sup> of the month prior to the publication month. Embedded articles are to be single sided only.</li><li>4. The submission date for a stand-alone insert is the 23<sup>rd</sup> of the month prior to the publication month. Inserts can be double sided.</li></ol>
10.10	B. Trivas	<b>Stoneham TV SSBC PSA Slide</b> Stoneham TV will have a continuous running SSBC Screen Shot showing upcoming SSBC events. <ol style="list-style-type: none"><li>1. S. Iovanni reviewed a draft of the Screen Shot, attached.</li><li>2. B. Trivas to update and brand for submission to Stoneham TV.</li></ol>
10.11	J. Seeley	<b>Friday Night Football Games/Other Sporting Events</b> J. Seeley to add to the agenda for future discussion.
10.12	J. Seeley	<b>Town Meeting Handout</b> J. Seeley to add to the agenda for future discussion.
10.13	J. Seeley	<b>In-Person Presentation to Senior Center/Council on Aging</b> J. Seeley to add to the agenda for future discussion.
10.14	Record	Next <b>PR Subcommittee Meeting: 3/31/21 at 3:00pm.</b>

Attachments: Draft Insert, Stoneham TV SSBC Screen Shot

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