

Project Minutes

Project: New Stoneham High School Project No.: 20033
 Prepared by: Joel Seeley Meeting Date: 11/8/2021
 Re: School Building Committee Meeting Time: 7:00pm
 Location: Central Middle School Library and Remote Participation Meeting No: 35
 Distribution: Attendees (MF)

Attendees:

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

Item #	Action	Discussion
35.1	Record	Call to Order, 7:00 PM, meeting opened.
35.2	Record	This meeting will be a hybrid meeting held both via video conference and in person and a recording of such will be posted on the Town's website.
35.3	Record	M. Christie thanked the residents of Stoneham on behalf of the members of the SSBC, for their support and passage of the 11/2/21 Ballot Vote.
35.4	Record	A motion was made by J. Craigie and seconded by C. Mashburn to approve the 10/12/21 School Building Committee meeting minutes. No discussion, motion passed unanimous, three abstentions.
35.5	Record	<p>J. Seeley reviewed the Budget Status Report, dated 10/31/21, attached.</p> <p>Committee Discussion:</p> <ol style="list-style-type: none">1. D. Bois asked what is the process for adjusting individual budget line items? <i>J. Seeley indicated the MSBA Budget Revision Request form (BRR), describing the budget re-allocation, would be presented to and approved by the Committee and then submitted to MSBA.</i>2. J. Craigie asked if any of the FFE in the existing high school can be utilized in the new high school? <i>J. Macero indicated that re-use of the existing FFE is allowed by MSBA, but that the condition of the existing may not warrant its re-use.</i>3. S. Iovanni asked if the FFE budget includes new equipment as well as new furniture? <i>B. Trivas indicated yes, the FFE budget includes new equipment as well as new furniture</i>4. J. Macero asked if the FFE and Technology budgets are within the reimbursable limits of MSBA? <i>J. Seeley indicated the FFE and Technology budgets are above the MSBA reimbursable limits of \$1,200 per student each. The budgets are based on \$1,800 per student each.</i>5. R. Parker asked if the project has MBE/WBE participation requirements? <i>J. Seeley indicated yes, 17.9% combined for Perkins&Will and 10.4% combined for Consigli.</i>6. D. Pignone asked if PE equipment is included in the FFE budget? <i>B. Trivas indicated yes, however the final scope of furniture and equipment is to be determined and choices will need to be made.</i>

Item #	Action	Discussion
35.6	Record	<p>J. Seeley reviewed Designer Amendments No. 11 – 19, attached.</p> <p>Committee Discussion:</p> <ol style="list-style-type: none"><li data-bbox="516 489 1404 657">1. D. Gove asked will the \$7,700 overage on Amendment No. 18 Traffic Consultancy be covered out of the \$320,000 Other Reimbursable Costs Budget? <i>J. Seeley indicated yes, a BRR will be processed for the overage at a future Committee meeting.</i><li data-bbox="516 678 1404 846">2. D. Bois asked can the terms and conditions that were included by some of Perkins&Will’s consultants with their proposals be removed from the Amendments executed by the Town and Perkins&Will? <i>J. Seeley indicated yes, the Perkins&Will consultant proposals and agreements are between Perkins&Will and their consultants.</i> <p>A motion was made by J. Craigie and seconded by S. Iovanni to approve Designer Amendments No. 11 – 19, with the condition that the consultant terms and conditions are removed and recommend signature by D. Sheehan. No discussion, motion passed unanimous.</p>
35.7	Record	<p>J. Seeley reviewed OPM Amendment No. 1, attached.</p> <p>A motion was made by S. Iovanni and seconded by J. Craigie to approve OPM Amendment No. 1 and recommend signature by D. Sheehan. No discussion, motion passed unanimous.</p>
35.8	Record	<p>J. Seeley reviewed CM Notice to Proceed with PreConstruction Services, attached.</p> <p>Committee Discussion:</p> <ol style="list-style-type: none"><li data-bbox="516 1287 1404 1455">1. J. Craigie asked what is included in PreConstruction Services? <i>T. McCabe indicated PreConstruction Services include construction and logistics planning, design reviews, construction scheduling, cost estimating, value engineering, assisting with permits, bidder prequalification and bidding.</i><li data-bbox="516 1476 1404 1602">2. D. Bois asked at what points are the cost estimates performed? <i>T. McCabe indicated there are three cost estimates performed, at 1) Design Development, 2) 60% Construction Documents and 3) 90% Construction Documents.</i> <p>A motion was made by J. Craigie and seconded by R. Parker to approve CM Notice to Proceed with PreConstruction Services and recommend signature by D. Sheehan. No discussion, motion passed unanimous.</p>

Item #	Action	Discussion
35.9	Record	<p>J. Seeley reviewed Sustainable Energy Advantage (SEA) proposal, dated 9/27/21, attached. Task 1, in the amount of \$5,000, to be funded by the project. The Town has applied for a META grant, with the expectation to fund Task 2, which is \$15,000.</p> <p>Committee Discussion:</p> <ol style="list-style-type: none"><li data-bbox="516 594 1401 793">1. D. Bois asked if the META grant does not get approved, will the project be responsible for the \$15,000 Task 2 balance? <i>D. Sheehan indicated the Town should be notified within two weeks regarding the grant and that the Town originally planned to fund the balance outside the project but may come back to the Committee for approval.</i><li data-bbox="516 814 1385 919">2. S. Iovanni asked if receiving a grant will affect the MSBA reimbursement? <i>D. Sheehan indicated MSBA may deduct the grant from the final reimbursement but he will verify.</i><li data-bbox="516 940 1385 1066">3. D. Bois asked is Perkins&Will responsible to coordinate with the PV Vender? <i>J. Seeley indicated yes, Perkins&Will is responsible to coordinate with the PV Vender.</i> <p>A motion was made by R. Parker and seconded by J. Craigie to approve the \$5,000 commitment to the SEA contract for Task 1 services. No discussion, motion passed unanimous.</p>
35.10	B. Trivas	<p>J. Seeley reviewed the Design Development Phase Meetings and Agendas Schedule, attached.</p> <p>Committee Discussion:</p> <ol style="list-style-type: none"><li data-bbox="516 1339 1377 1476">1. J. Macero asked that the geotechnical boring schedule and locations be coordinated with B. McNeil and B. Lombardi. <i>J. Seeley indicated B. Trivas will provide a plan for review similar to the borings performed during Schematic Design.</i>
35.11	B. Trivas	<p>J. Seeley reviewed the Overall Project Schedule, Key Milestones Schedule, Design Development Phase Schedule, and Local Permitting Schedule, attached.</p> <p>Committee Discussion:</p> <ol style="list-style-type: none"><li data-bbox="516 1623 1377 1755">1. D. Gove asked will the majority of the bidding be completed by the time Consigli submits the GMP? <i>T. McCabe indicated yes, all the Filed Subcontractor and the major Non-Filed subcontractor bids will be in hand.</i>

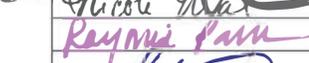
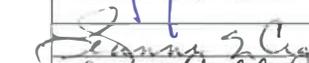
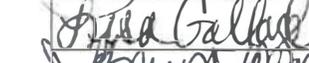
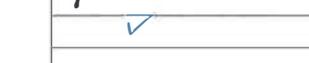
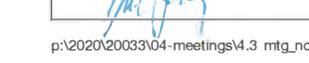
Item #	Action	Discussion
		<p>2. D. Pignone asked if the existing building demolition will start right after school ends in June 2024? <i>J. Seeley indicated a period of about two to three weeks is needed to empty out the existing school before Consigli can begin the abatement and demolition process.</i></p> <p>3. J. Macero asked if the existing flagpole will need to be temporarily relocated to be out of the construction area? <i>B. Trivas will review and provide direction.</i></p> <p>4. R. Parker asked if any of the dates are driven by MSBA deadlines? <i>J. Seeley indicated no, the three submissions dates to MSBA, 1) Design Development, 2) 60% Construction Documents and 3) 90% Construction Documents are driven by the design and construction schedule.</i></p>
35.12	T. McCabe	T. McCabe to confirm when the final entry/exit driveway configuration will be constructed and if the access from Boxwood Road would remain during construction. <i>(from prior meeting)</i>
35.13	Record	<p>Subcommittee Updates</p> <p>Public Relations Subcommittee</p> <p>1. S. Iovanni reviewed the Ballot Vote Thank You Press Release, attached.</p>
35.14	Record	Committee Questions - none
35.15	Record	Old or New Business - none
35.16	Record	Public Comment – none
35.17	Record	Next SSBC Meeting: November 22, 2021 at 7:00 pm.
35.18	Record	A Motion was made by S. Iovanni and seconded by C. Mashburn to adjourn the meeting. No discussion, motion passed unanimous.

Attachments: Agenda, Budget Status Report, Designer Amendments No. 11 – 19, OPM Amendment No. 1, CM Notice to Proceed with PreConstruction Services, Sustainable Energy Advantage (SEA) proposal, Design Development Phase Meetings and Agendas Schedule, Overall Project Schedule, Key Milestones Schedule, Design Development Phase Schedule, and Local Permitting Schedule, Ballot Vote Thank You Press Release

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

PROJECT MEETING SIGN-IN SHEET

Project: Stoneham High School Feasibility Study Project No.: 20033.00
 Prepared by: Joel Seeley Meeting Date: 11/8/2021
 Re: School Building Committee Meeting Time: 7:00pm
 Location: Central Middle School Library and Remote Locations Meeting No: 35
 Distribution: Attendees, (MF)

SIGNATURE	ATTENDEES	EMAIL	AFFILIATION
	Marie Christie	mariechristie@comcast.net	Co-Chair, Past Member of the School Committee/Middle School Building Committee
	David Bois	bois@arrowstreet.com	Co-Chair, Community Member with Architecture Experience
	Nicole Nial	nicole.nial@stonehamschools.org	School Committee Member
	Raymie Parker	rparker@stoneham-ma.gov	Select Board Member
	Douglas Gove	goved11@gmail.com	Community Member with Engineer Experience
	Stephen O'Neill	soneill@hayner-swanson.com	Community Member with Engineer Experience
	Josephine Thomson	jthomson315@yahoo.com	Community Member, Middle School Faculty
	Jeanne Craigie	jcraigie@stoneham-ma.gov	Town Moderator
	Lisa Gallagher	lgallagher@stonehamschools.org	Community Member, School Secretary, Past member of Middle School Building Committee
	Sharon Iovanni	sharon.iovanni@stonehambank.com	Community Member
	Cory Mashburn	cory.mashburn910@gmail.com	Community Member, Finance and Advisory Board
	Paul Ryder	pryder@Cambridgema.gov	Community Member with Construction Experience
	David Pignone	dpignone@stonehamschools.org	Select Board Member, Athletic Director, Member knowledgeable in educational mission and function of facility
	Kevin Yianacopolus	kyianacopolus@stonehamschools.org	Local Official responsible for Building Maintenance
	Dennis Sheehan	dsheehan@stoneham-ma.gov	Town Administrator / MCPPO Certified
	John Macero	jmacero@stonehamschools.org	Superintendent of Schools, Secretary of School Building Committee
	Bryan Lombardi	blombardi@stonehamschools.org	Stoneham High School Principal
	Brian McNeil	bmcneil@stonehamschools.org	Facilities Director
	April Lanni	alanni@stoneham-ma.gov	Town Procurement Officer / MCPPO Certified
	Brooke Trivas	brooke.trivas@perkinswill.com	Perkins and Will
	Patrick Cunningham	patrick.cunningham@perkinswill.com	Perkins and Will
	Todd McCabe	tmccabe@consigli.com	Consigli
	Kristy Lyons	klyons@consigli.com	Consigli
	Robert Smith	rsmith@smma.com	SMMA
	Joel Seeley	jseeley@smma.com	SMMA

p:\2020\20033\04-meetings\4.3 mtg_notes\school building committee\2021\35_2021_8novembersbc meeting\schoolbuildingcommitteemeetingsign-in sheet_8november2021.docx

Agenda

Project:	New Stoneham High School	Project No.:	20033
Re:	School Building Committee Meeting	Meeting Date:	11/8/2021
Prepared by:	Joel Seeley	Meeting Time:	7:00 PM
Location:	Central Middle School Library & Remote Participation	Meeting No.	35
Distribution:	Attendees (MF)		

1. Call to Order
2. Approval of Minutes
3. Approval of Invoices and Commitments
4. Schedule and Budget Update
5. Review Overall Project Schedule
6. Review Design Development Phase Schedule and Deliverables
7. Review Permitting Schedule
8. Subcommittee Updates
9. New or Old Business
10. Committee Questions
11. Public Comments
12. Next Meeting: November 22, 2021
13. Adjourn

Join Go-To-Meeting: <https://global.gotomeeting.com/join/595655429>
Dial-in: [+1 \(312\) 757-3121](tel:+13127573121) **Access Code:** 595-655-429

p:\2020\20033\04-meetings\4.2 agendas\school building committee meetings\2021\35_8november2021\agenda_schoolbuildingcommittee_8november2021.docx

Memorandum

To:	Stoneham School Building Committee	Date:	11/8/2021
From:	Joel Seeley	Project No.:	20033
Project:	New Stoneham High School		
Re:	Design Development through Closeout Amendments		
Distribution:	(MF)		

		BUDGET	AMOUNT	BALANCE	MSBA PROPAY
Perkins&Will (P&W)					
Amend 11	Architecture/Engineering Basic Services - DD through Closeout Phase	\$13,640,000.00	\$13,640,000.00	\$0.00	0201-0400-0201-0800
Amend 12	Hazardous Materials Consultancy Services - DD through Bid Phase	\$269,830.00	\$34,650.00	\$235,180.00	0204-0200
Amend 13	Geotechnical Engineering Services - DD through CD Phase	\$657,170.00	\$55,429.00	\$601,741.00	0204-0300
Amend 14	GeoEnvironmental Phase II Consulting Services	\$601,741.00	\$13,640.00	\$588,101.00	0204-0300
Amend 15	GeoEnvironmental Soil Characterization Consulting Services	\$588,101.00	\$85,690.00	\$502,411.00	0204-0300
Amend 16	Geothermal Engineering Services - DD through CA Phase	\$502,411.00	\$122,650.00	\$379,761.00	0204-0300
Amend 17	Remaining Topographic Survey Services	\$44,000.00	\$44,000.00	\$0.00	0204-0400
Amend 18	Traffic Engineering Services – DD through CA Phases	\$209,000.00	\$216,700.00	(\$7,700.00)	0204-1200** 0203-9900
Amend 19	Off-Site Survey Services to Support Traffic Design	\$312,300.00	\$8,800.00	\$303,500.00	0203-9900
Symmes Maini & McKee Associates, Inc. (SMMA)					
Amend 1	OPM Services - DD through Closeout Phase	\$4,605,100.00	\$4,605,100.00	\$0.00	0102-0400/ 0102-0800
Consigli Construction Co., Inc. (CCC)					
NTP	Notice-To-Proceed with PreConstruction Services	\$258,528.00	\$258,528.00	\$0.00	0501-0000

***Requires budget transfer from 0203-9900 for overage.*

1000 Massachusetts Avenue
Cambridge, MA 02138
617.547.5400

www.smma.com

Memorandum

To: Stoneham School Building Committee
From: Joel Seeley
Project: New Stoneham High School
Re: Designer Amendment No. 11: Designer Basic Services from Design Development through Closeout Services
Distribution: Stoneham School Building Committee (MF)

Date: 11/8/2021
Project No.: 20033

DESIGNER AMENDMENT NO. 11: DESIGNER BASIC SERVICES FROM DESIGN DEVELOPMENT THROUGH CLOSEOUT PHASES

FEE: \$13,640,000.00

REASON: Provide Architecture and Engineering Basic Services for Design Development through Construction Administration and Closeout Phases.

BUDGET AVAILABILITY: This Amendment would be funded out of the Designer Design Development through Closeout Basic Services Budget which has a balance of \$13,640,000.

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 11

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 November 8, 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:

	Original Contract	Prior Amendments	This Amendment	After this Amendment
Feasibility Study Phase	\$ 175,000.00	\$ 71,733.64	\$ 0.00	\$ 246,733.64
Schematic Design Phase	\$ 245,000.00	\$ 106,259.50	\$ 0.00	\$ 351,259.50
Design Development Phase	\$ 0.00	\$ 0.00	\$ 3,233,800.00	\$ 3,233,800.00
Construction Document Phase	\$ 0.00	\$ 0.00	\$ 4,921,000.00	\$ 4,921,000.00
Bidding Phase	\$ 0.00	\$ 0.00	\$ 1,124,800.00	\$ 1,124,800.00
Construction Phase	\$ 0.00	\$ 0.00	\$ 3,936,800.00	\$ 3,936,800.00
Completion Phase	\$ 0.00	\$ 0.00	\$ 423,600.00	\$ 423,600.00
Total Fee	\$420,000.00	\$ 177,993.14	\$13,640,000.00	\$14,237,993.14

This Amendment is a result of: Providing Designer Basic Services from Design Development through Closeout Phases.

2. The Construction Budget shall be as follows:

Original Budget: \$ 153,418,660.00

Amended Budget \$ 153,418,660.00

3. The Project Schedule shall be as follows:

Original Schedule: June 2025

Amended Schedule June 2025

4. 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

11.4.2021

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

Re: Stoneham High School / Additional Services DD- Close-out/Amendment #11

Dear Mr. Sheehan,

We have enjoyed collaborating with the Town of Stoneham for the Feasibility through Schematic Design phases of work. It has been quite a journey to virtually vision, plan, design and reach out to the community through the pandemic. We have done excellent work together. At this time, we are looking to the Design Development, Construction Documentation, Bidding, Construction Administration, and Close-out phases of the project and as requested we are providing additional services for this scope of work. The scope of work is defined in the executed **Contract for Designer Services dated July 10, 2020.**

Project Overview

The Town of Stoneham has determined the requirements for the new High School to serve 695 students in grades 9-12 on the existing campus including District Offices and Pre-K. The occupied Stoneham High School will remain in session during the phased construction of the new 207,827 gross square foot facility. The new program includes a variety of high school spaces including but not limited to science classrooms with prep rooms, general classrooms, a 600+- seat auditorium with music facilities, an interdisciplinary performance space, a large gymnasium with associated athletic spaces, special education spaces, maker spaces, a commercial kitchen, culinary classroom, teacher work room and dining area, video production area with an editing and podcast studio, and administration areas. In addition to the High School spaces the new High School will also house the District offices and Pre-K spaces. The Town of Stoneham set aspirational net zero goals which includes the design of a geothermal system, infrastructure for PV's, a high performing envelope, and all electric driven systems. It is a project goal to have no fossil fuels on site except for the emergency generator. The site design is extensive and includes a variety of fields, Spartan stadium, outdoor educational spaces, back of house services area, Pre-K play and a concession building to be used by the sports teams.

Additional Services

The below consultant scope is outside our basic services and may be budgeted as indicated below. Each service is defined by the reimbursable Consultants with a 10% Mark-up as allowed by contract. We recommend that the Town of Stoneham carry a budget of \$1,123,000 for additional services. What is not included below are budgeted costs for LEED Documentation Submission/Review Fees, Exterior Noise Mitigation, Bid Set/Additional Printing costs and other fees as defined by the OPM.

Additional Services are noted in the Contract for Designer Services, **Article 8: Additional Services** and Reimbursable Services are outlined in **Article 9: Reimbursable Services**.

Branding and Visual Identity are an additional service to this Contract.

Early construction packages area as noted on **June 22,2021 Schedule**. The Contract for Designer Services include one enabling package and one Foundation/Structural. Any added packages or scope is an additional service to the Basic Service Contract.

Hazardous Material:	\$245,300 + 10%/ Total \$ 269,830
Geotechnical:	\$159,865 + 10%/ Total \$175,850 (Second test Well + \$45,000)
Geo Environmental:	\$ 134,100+ 10%/ Total \$147,510
Geothermal:	\$ 121,500- 211,500 +10/ Total \$ 133,650-232,650
Site Survey:	\$40,000 + 10%/ Total \$44,000
Wetlands:	Complete
Traffic Studies:	\$190,000 +10%/ Total \$209,000
Photovoltaic:	Outside of Contract/ Design team to coordinate services and locations only.

Contract References/ Compensation

The basic services for DD-Close-out are noted in the **Contract for Designer Services Dated July 10,2020 including CM@Risk (CH 149A)** Amendments as prepared by the Massachusetts School Building Authority and based on the project scope identified in the MSBA Module 4 submission and project budget (Form 3011 and modified in Attachment F / Additional Services #11.

Perkins&Will

11.4.2021

Stoneham High School /

Additional Services DD- Close-out /Amendment #11

The basic services will be broken down as follows:

Construction Costs:	\$ 153,418,660
Total Compensation FS-Closeout:	\$ 14,060,000
Total Compensation DD-Closeout:	\$ 13,640,000

Break-down of Services:

Feasibility Study- Schematic Design	3%	\$ 420,000
Design Development	23%	\$ 3,233,800
Construction Documentation	35%	\$ 4,921,000
Bidding	8%	\$ 1,124,800
Construction Administration	28%	\$ 3,936,800
<u>Close-out</u>	<u>3%</u>	<u>\$ 423,600</u>
	100%	\$14,060,000

Consultants Included in Basic Services

This fee proposal is inclusive of all consultants and expenses that are indicated in the Contract for Designer Services. Those services include civil, landscape, structural, mechanical, electrical, plumbing, fire protection, kitchen, specification, hardware, technology infrastructure, security, theater, sustainability (except as noted additional services), acoustics, food service, interior design (branding additional service), FFE/ Technology procurement (design, bidding documents, punch-list, and pay applications) no on site receiving of furniture and equipment in contract), local permitting and cost estimating.

Schedule

The work will commence when the Town of Stoneham approves the DD-Occupancy phase of the project in the Fall of 2021. The schedule is as detailed in the OPM Schedule. Design Development commences on or about 11.16.2021 and the project is closed out on or about 4.16.2025 with early packages as noted in the schedule. Any significant deviations from the proposed schedule would impact the fee as proposed.

Team

The Design Team Consultants and Perkins&Will staff remains as submitted in the **Stoneham High School Proposal dated April 29, 2021**, with the exception of the Project Architect who is currently Stephen Messenger, AIA and will be supported by Jeffrey Brussel, AIA (our most senior Project Architect) in the DD- Close-out phases of the project. We will notify the committee if there are changes in the future with our team.

Perkins&Will

11.4.2021
Stoneham High School /
Additional Services DD- Close-
out /Amendment #11

Assumptions

After our agreement of services, we will execute Amendment #11 Attachment F.

We look forward to our continued work together to realize the Vision of the Town of Stoneham for the future Stoneham High School.

Sincerely,



Brooke Trivas
Principal, Practice Leader for Perkins&Will



Robert Brown
MD, Principal for Perkins&Will

Cc: Patrick Cunningham Perkins&Will, file

Memorandum

To: Stoneham School Building Committee
From: Joel Seeley
Project: New Stoneham High School
Re: Designer Amendment No. 12: Hazardous Materials Consultancy Services from Design Development through Bidding Phases
Distribution: Stoneham School Building Committee (MF)

Date: 11/8/2021
Project No.: 20033

DESIGNER AMENDMENT NO. 12: HAZARDOUS MATERIALS CONSULTANCY SERVICES FROM DESIGN DEVELOPMENT THROUGH BIDDING PHASES

FEE: \$34,650.00

REASON: Provide Hazardous Materials Consultancy Services for Design Development through Bidding Phases.

BUDGET AVAILABILITY: This Amendment would be funded out of MSBA ProPay Code 0204-0200, Hazardous Materials Budget, which has a balance of \$269,830.

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 12

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 November 8, 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. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services:

	Original Contract	Prior Amendments	This Amendment	After this Amendment
Feasibility Study Phase	\$ 175,000.00	\$ 71,733.64	\$ 0.00	\$ 246,733.64
Schematic Design Phase	\$ 245,000.00	\$ 106,259.50	\$ 0.00	\$ 351,259.50
Design Development Phase	\$ 0.00	\$ 3,233,800.00	\$ 34,650.00	\$ 3,268,450.00
Construction Document Phase	\$ 0.00	\$ 4,921,000.00	\$ 0.00	\$ 4,921,000.00
Bidding Phase	\$ 0.00	\$ 1,124,800.00	\$ 0.00	\$ 1,124,800.00
Construction Phase	\$ 0.00	\$ 3,936,800.00	\$ 0.00	\$ 3,936,800.00
Completion Phase	\$ 0.00	\$ 423,600.00	\$ 0.00	\$ 423,600.00
Total Fee	\$420,000.00	\$13,817,993.14	\$ 34,650.00	\$14,272,643.14

This Amendment is a result of: Providing Hazardous Materials Consultancy Services from Design Development through Bidding Phases to be funded out of MSBA ProPay 0204-0200.

2. The Construction Budget shall be as follows:

Original Budget:	\$ <u>153,418,660.00</u>
Amended Budget	\$ <u>153,418,660.00</u>

3. The Project Schedule shall be as follows:

Original Schedule:	<u>June 2025</u>
Amended Schedule	<u>June 2025</u>

4. 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

10.19.2021

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

Re: Stoneham High School / Additional Services #12 Attachment F

Dear Mr. Sheehan,

As requested, and required, attached, and noted herein, are the additional services for the Hazardous Materials scope of work required in the Design Development through Bidding phases of the project. We have attached the proposal, for your reference, from Universal Environmental Consultants for Hazardous Materials work for the Design Development through Bidding Phases of the project.

Project Overview

The additional service request is for the Hazardous Materials work Tasks I through Task III services (Design Development through Bidding Phases only) 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.

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.

Hazardous Materials Work	\$ 31,500
Perkins&Will 10% Mark up	<u>\$ 3,150</u>
Total Additional Services #12	\$34,650

Thank you,



Principal, Practice Leader for Perkins&Will

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

May 3, 2021

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

Reference: **Proposal for Hazardous Materials Design, Construction Monitoring and Air Sampling Services at the Stoneham High School**

Dear Ms. Trivas:

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

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

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

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

Very truly yours,

Universal Environmental Consultants



Ammar M. Dieb
President

UEC:\Proposals\IDM\P&W-Stoneham High School-IDM.DOC

Enclosure

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

UEC will provide professional engineering services as follows.

SCOPE OF WORK:

TASK I (DESTRUCTIVE TESTING SERVICES):

Services will be provided by Massachusetts licensed asbestos inspectors.

- A. Retain the services of a demolition/site contractor (Contractor) to excavate around the foundations walls to expose any suspect Asbestos Containing Materials (ACM) that might be found below grade. Backfill using the same excavated soil. The contractor will also perform selective destructive demolition of the exterior walls to expose any suspect ACM that might be found. Patch the exterior walls with similar or equivalent.
- B. Collect and analyze bulk samples of any suspect materials and analyze for asbestos.

TASK II (ROOFING SURVEY AND SAMPLING SERVICES):

Services will be provided by Massachusetts licensed asbestos inspectors.

- A. Retain the services of a licensed roofer to cut and patch the roof.
- B. Collect and analyze bulk samples of any suspect materials and analyze for asbestos.

TASK III (INSPECTION AND DESIGN SERVICES):

Services will be provided by Massachusetts licensed asbestos inspectors and designer.

- A. **Inspection for ACM** – Conduct an EPA NESHAP inspection of the building and collect data for design.
- B. **Bulk Samples Collection** – Collect additional bulk samples from suspect materials and analyze these samples for asbestos by Polarized Light Microscopy (PLM) using the Point Count Method (if needed).
- C. **Meetings** - Meet with representatives of the Client, OPM and Construction Manager to present recommendations for specifications.
- D. **Contract Documents** - Prepare Contract Specifications based on the recommendations as accepted by the Client, OPM and Construction Manager.
- E. **Addenda Preparation** - Prepare addenda and provide any additional information required during the bid period.

TASK IV (CONSTRUCTION MONITORING AND AIR SAMPLING SERVICES):

UEC will provide construction monitoring, air sampling and laboratory services during the hazardous materials abatement project in accordance with scope of work outlined in the asbestos remediation section and environmental procedure section.

- A. The Designer will review submittals provided by the Contractor.

- B. The Designer will prepare an abatement plan for review by the Department of Environmental Protection (DEP).
- C. The Project Monitor will attend a pre-construction conference prior to start of work. The conference establishes specific scheduling requirements, logistical arrangements, chain of command, and emergency procedures and phone numbers.
- D. The Project Monitor will provide on-site asbestos abatement project monitoring and observe the contractor's practices and procedures during the removal process.
- E. The Project Monitor will attend meetings during asbestos abatement activities.
- F. The Project Monitor will collect and analyze air samples in accordance with Federal and State regulations as follows:
 - ◆ Background air samples by Phase Contrast Microscopy (PCM) prior to the commencement of abatement activities in each area to establish the ambient levels of airborne fibers.
 - ◆ General area air samples by PCM during abatement activities both inside and outside abatement work areas to verify airborne fiber levels do not exceed required limits.
 - ◆ Clearance air samples by PCM as required by Federal and State regulations. PCM samples will be collected and analyzed on-site in using the NIOSH method 7400.
- G. The Project Monitor will perform air sampling on the exterior of the school during demolition as required by the DEP since ACM damproofing was assumed to exist on the exterior and foundations walls.
- H. Produce a final report, including daily logs, sample results, contractor logs and waste manifests, based on EPA compliance audit protocol.

PAYMENT:

UEC will submit invoices every thirty (30) days based on percentage of work completed. Invoices shall be paid within ten (10) days from client's receipt of payment from the owner. This proposal is subject to UEC Standard Agreement and Payments Terms and Conditions.

FEES FOR SERVICES:

TASK I (DESTRUCTIVE TESTING SERVICES):

Fees for services will be charged on a lump sum basis as follows:

Lump Sum Fee	\$ 4,500.00
--------------	-------------

TASK II (ROOFING SURVEY AND SAMPLING SERVICES):

Fees for services will be charged on a lump sum basis as follows:

Lump Sum Fee	\$ 2,500.00
--------------	-------------

TASK III (INSPECTION AND DESIGN SERVICES):

Fees for services will be charged on a lump sum basis as follows:

Design Development:

Lump Sum Fee	\$ 12,500.00
--------------	--------------

Construction Document:

Lump Sum Fee	\$ 8,500.00
--------------	-------------

Bidding:

Lump Sum Fee

\$ 3,500.00

Total Tasks I-III

\$31,500

~~TASK IV (CONSTRUCTION MONITORING AND AIR SAMPLING SERVICES):~~

~~Fees for services will be charged on time and material basis with an estimated fee as follows. The following fees are based on work being performed in 2021.~~

Pre-Construction Meeting x 2	\$ 500.00	\$ 1,000.00
DEP Abatement Plan	\$ 2,500.00	\$ 2,500.00
Submittals Review for Asbestos	\$ 700.00	\$ 700.00
Industrial Hygienist per Shift (regular time) x 150 Shifts	\$ 600.00	\$ 90,000.00
Industrial Hygienist per Shift (overtime, weekends) x 30 shifts	\$ 900.00	\$ 27,000.00
Per additional hour (overtime, weekends) x 100 Hours	\$ 110.00	\$ 11,000.00
Designer and Project Manager (per hour) x 120 Hours	\$ 135.00	\$ 16,200.00
Per PCM air samples x 10 Samples per Shift	\$ 30.00	\$ 63,000.00
Per PLM bulk samples x 30	\$ 30.00	\$ 900.00
Closure Document	\$ 1,500.00	\$ 1,500.00

~~The estimated not to exceed fee for Task IV \$ 213,800.00~~

(The fee will not be exceeded without prior authorization). UEC might request additional funds that might be due to changes of regulations.

Proposal Authorized By:



Ammar M. Dieb
President

Proposal Accepted by:

Signature: _____

Name: _____

Memorandum

To: Stoneham School Building Committee
From: Joel Seeley
Project: New Stoneham High School
Re: Designer Amendment No. 13: Geotechnical Engineering Services from Design Development through Construction Documents Phases
Distribution: Stoneham School Building Committee (MF)

Date: 11/8/2021
Project No.: 20033

DESIGNER AMENDMENT NO. 13: GEOTECHNICAL ENGINEERING SERVICES FROM DESIGN DEVELOPMENT THROUGH CONSTRUCTION DOCUMENTS PHASES

FEE: \$55,429.00

REASON: Provide Geotechnical Engineering Services for Design Development through Construction Documents Phases

BUDGET AVAILABILITY: This Amendment would be funded out of MSBA ProPay Code 0204-0300, Geotechnical and GeoEnvironmental Engineering Services Budget, which has a balance of \$657,170.

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 13

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 November 8, 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. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services:

	Original Contract	Prior Amendments	This Amendment	After this Amendment
Feasibility Study Phase	\$ 175,000.00	\$ 71,733.64	\$ 0.00	\$ 246,733.64
Schematic Design Phase	\$ 245,000.00	\$ 106,259.50	\$ 0.00	\$ 351,259.50
Design Development Phase	\$ 0.00	\$ 3,268,450.00	\$ 55,429.00	\$ 3,323,879.00
Construction Document Phase	\$ 0.00	\$ 4,921,000.00	\$ 0.00	\$ 4,921,000.00
Bidding Phase	\$ 0.00	\$ 1,124,800.00	\$ 0.00	\$ 1,124,800.00
Construction Phase	\$ 0.00	\$ 3,936,800.00	\$ 0.00	\$ 3,936,800.00
Completion Phase	\$ 0.00	\$ 423,600.00	\$ 0.00	\$ 423,600.00
Total Fee	\$420,000.00	\$13,852,643.14	\$ 55,429.00	\$14,328,072.14

This Amendment is a result of: Providing Geotechnical Engineering Services from Design Development through Construction Documents Phases to be funded out of MSBA ProPay 0204-0300.

2. The Construction Budget shall be as follows:

Original Budget:	\$ <u>153,418,600.00</u>
Amended Budget	\$ <u>153,418,600.00</u>

3. The Project Schedule shall be as follows:

Original Schedule:	<u>June 2025</u>
Amended Schedule	<u>June 2025</u>

4. 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

11.3.2021

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

Re: Stoneham High School / Additional Services #13 Attachment F

Dear Mr. Sheehan,

As requested, and required, attached, and noted herein, are the additional services for the Geotechnical scope of work required in the Design Development through Specifications Phases of the project. We have attached the proposal, for your reference, from Lahlaf Geotechnical Consulting, Inc. for Geotechnical work for the Design Development through Specifications Phases of the project.

Project Overview

The additional service request is for the Geotechnical work (Design Development through Specifications Phases) 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.

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.

Geotechnical Work	\$50,390
Perkins&Will 10% Mark up	<u>\$ 5,039</u>
Total Additional Services #13	\$55,429

Thank you,



Principal, Practice Leader for Perkins&Will

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



LGCI

Lahlaf Geotechnical Consulting, Inc.

May 7, 2021

Revised November 3, 2021

Ms. Brooke Trivas
Perkins & Will Architects, Inc.
225 Franklin Street, Suite 1110
Boston, MA 02110
Phone: (617) 406-3440
Mobile: (617) 953-3812
E-mail: Brooke.Trivas@perkinswill.com

**Re. Proposal for DD and CA Phase Geotechnical Services
Proposed Stoneham High School
Stoneham, Massachusetts
LGCI Proposal No. 21047-Rev. 2**

Dear Ms. Trivas:

Lahlaf Geotechnical Consulting, Inc. (LGCI) appreciates the opportunity to submit this proposal to provide geotechnical services during the Design Development (DD) and Construction Administration (CA) phases for the proposed Stoneham High School in Stoneham, Massachusetts. This proposal is based on your request for proposal (RFP) dated May 3, 2021.

Project Description and Background

The existing Stoneham High School, being considered for the proposed High School, is located at 149 Franklin Street, Stoneham, Massachusetts. The site is bordered by Franklin Street on the northern side and by residential properties on the other three sides. The site is occupied by the existing Stoneham High School, parking lots, driveways, tennis courts, and athletic fields.

The proposed building will be located near the northeastern corner of the existing building. The proposed building will consist of two parts: a main, somewhat rectangular, three-story building on the eastern side of the existing building, and a somewhat rectangular, two-story, wing on the northern side of the existing building, i.e., near the northwestern corner of the proposed main building. The proposed building will have a footprint of about 110,000 square feet. The proposed building will extend over most of the current parking lot on the eastern side of the existing building (eastern parking lot), partially over the grass practice field east of the eastern parking lot, and over the grass area and the existing, paved drive-way loop north of the existing building. The proposed building will have a finished floor elevation at the ground floor of about El. 190 feet.

The proposed construction will include parking lots on the northern side of the proposed building in what is currently the tennis courts and a portion of the grass fields northwest of the proposed building. The alignment of the proposed access drive will generally remain similar to the current one.

The proposed construction will also include a football field and a baseball fields west of the proposed building in what is currently the existing school and parking lot and will be constructed after the proposed building is completed and the existing building is demolished.

Proposed Scope of Work

1. DD Phase Exploration Services and Geotechnical Report

1.1 Utility Location – LGCI will mark the exploration locations in the field by taping the distances from the corners of the existing building and other landmarks at the site. We will contact the utility clearance agency, Dig Safe Systems, Inc. (Dig Safe) and the Town of Stoneham to assist the owner in locating underground utilities at the site. We request that you provide us with a current utility plan of the site. We also request that a representative of the owner observe our marked exploration locations to clear them for private utilities. LGCI will not assume responsibility for damage to unmarked or mismarked underground features.

1.2 Soil Borings – We will engage a drilling subcontractor for four (4) days. We anticipate that the drilling subcontractor will advance up ten (10) borings in four (4) days. The borings will be advanced to depths of 20 feet or to refusal whichever occurs first. If rock is shallower than 10 feet, we will obtain 5-foot rock cores in up to four (4) borings. The drilling subcontractor will perform standard penetration tests (SPT) and will obtain split-spoon samples at 5-foot intervals and at perceived strata changes. We have assumed that our borings will be performed using a truck-mounted drill rig. We have assumed that the project is subject to the prevailing wage surcharge.

The boreholes will be backfilled with the drill cuttings, and the ground surface will be restored with asphalt cold patch. Excess soil will be left on site. If an environmental condition is encountered in a boring, we will halt the drilling and we will notify you.

Our drilling subcontractor will exercise care moving between boring locations so as to reduce the potential for damage to the ground. However, if the borings are performed following a rainstorm, or snow melt, when the ground is soft, ruts would be visible. We have included in this proposal a contingency cost to repair the ruts, if any. The contingency will be billed partially, or fully, depending on the extent of rutting.

1.3 Groundwater Observation Well – Our drilling subcontractor will install two (2) groundwater observation well in two (2) borings (one each). We have included in this proposal budget for monitoring the groundwater observation wells three (3) times each.

1.4 Test Pits – We have budgeted engaging an excavation subcontractor to perform test pits to perform up to four (4) double ring infiltrometer tests for the civil engineer. We have budgeted two (2) days for test pits. We have assumed that our test pits will not be in paved areas. We have included a budget for restoring the test pit location in the fields with loan and seed.



- 1.5 Geotechnical Field Engineer – We will provide a field engineer at the site to coordinate and observe the explorations, collect soil samples, and prepare field logs. Our field engineer will also perform double ring infiltrometer tests if required by the Civil Engineer.
- 1.6 Laboratory Testing – We will submit eight (8) soil samples from the borings for grain-size analysis or Atterberg limits. The purpose of the tests is to assess the suitability of reusing the onsite materials as backfill.
- 1.7 Geotechnical Report – We will submit our geotechnical report electronically. Our report will include the following:
- Summary of the subsurface investigation methods used;
 - Description of the subsurface conditions;
 - LGCI’s boring and test pit logs;
 - Plan showing boring and test pit locations;
 - Depth to refusal, if encountered;
 - Groundwater data;
 - Laboratory test results;
 - Our opinion about the feasibility of shallow foundations;
 - Recommendations for under-slab drainage system, if needed;
 - Seismic recommendation in accordance with the Massachusetts State Building Code 9th Edition;
 - Recommendations for subgrade preparation and backfill including removal of unsuitable soils, groundwater control, and suitability of reusing onsite materials as backfill.

2. Specifications and Review Services

- 2.1 Review Drawings – We will coordinate with the structural engineer and we will review the geotechnical aspect of the foundation drawings and we will provide written comments. We have budgeted twelve (12) hours for this task.
- 2.2 Prepare Specifications – We will prepare the Earth Moving Specifications. We have budgeted sixteen (16) hours for this task.
- 2.3 Consultation – We have budgeted thirty (30) hours for general consultation with you during the design phase.

3. Construction Administration Phase Services

- 3.1 Kickoff Meeting – We will attend a kickoff meeting with the contractor to discuss scheduling and the contractor’s construction sequence. We have budgeted six (6) hours for this task.
- 3.2 Contractor Submittals and RFIs – LGCI will assist Perkins & Will with the review of requests for information (RFIs) and contractor submittals related to geotechnical issues. We have budgeted forty (40) hours for this task.



3.3 Site Visits to Observe the Subgrade of Footings and Slabs – We will provide a geotechnical engineer to observe the removal of the existing fill, and to observe the subgrade of footings and slabs. Our engineer will provide recommendations about the suitability of backfill materials. In addition, we would be pleased to attend site meetings regarding the foundation work, if requested. Our scope does not include observation of backfilling operations and field density testing. We understand that the owner will retain a separate testing agency to perform these services. We have assumed that the earthwork operations related to removing the unsuitable materials and observing the subgrade of footings and slabs will require eighty (80) visits. We have budgeted nine (9) hours per visit, including travel to and from the site.

We have also included time for observing the subgrade of roadways and paved parking lot, and the subgrade of athletic fields, including bleacher foundations, billboard poles, and concession stands. We have budgeted forty (40) visits for this work.

3.4 Field Observation Reports, Review, and Coordination – We will provide a geotechnical engineer to consult with you and with the contractor during earthwork operations. Our engineer will also review the earthwork-related daily field reports prepared by the testing agency engaged by you and which you request that we review. Our engineer will prepare daily field reports containing a summary of our observations and a summary of the geotechnical recommendations made in the field. We have budgeted about one (1) hour per field report and one (1) hour per day for a senior engineer for coordination and review.

Recommendations for unsupported slopes, stormwater management, erosion control, pavement design, and detailed cost or quantity estimates are not included in our scope of work.

LGCI's scope of services does not include an environmental assessment for the presence or absence of wetlands or analytical testing for hazardous or toxic materials in the soil, surface water, groundwater, or air, on or below or around this site, or mold in the soil or in any structure at the site. Any statements regarding odors, colors, or unusual or suspicious items or conditions are strictly for the information of the client.

LGCI's scope of services does not include an environmental assessment for the presence or absence of wetlands or analytical testing for hazardous or toxic materials in the soil, surface water, groundwater, or air, on or below or around this site, or mold in the soil or in any structure at the site. Any statements regarding odors, colors, or unusual or suspicious items or conditions are strictly for the information of the client.

Recommendations for unsupported slopes, stormwater management, erosion control, pavement design, and detailed cost or quantity estimates are not included in our scope of work.

Proposed Schedule

Assuming that there are no delays with site access, LGCI will begin scheduling the work upon receiving authorization in the form of a signed copy of this proposal. Our subcontractor will mobilize to the site within about three (3) weeks of receiving authorization to proceed on the site.



**Proposal for DD and CA Phase Geotechnical Services
Proposed Stoneham High School
Stoneham, Massachusetts
LGCI Proposal No. 21047-Rev. 2**

being cleared for utilities, whichever occurs last. LGCI can provide you with preliminary boring logs and geotechnical recommendations within one (1) week of completing the explorations. We will provide our geotechnical report within three (3) weeks after the end of our explorations.

Project Fee

LGCI will perform the scope of work described above for a lump of **\$200,485** as follows:

DD Phase Exploration Services And Geo. Report			
1.1	Mark Borings and Test Pits and Utility Clearance	\$910	
1.2a	Drilling Subcontractor (M/D+4 days+ prev. wages)	\$13,360	
1.2b	Repairing Ruts, if needed	\$4,500	
1.3a	Groundwater Observation Wells	\$980	
1.3b	Monitor Groundwater Observation Wells	\$1,350	
1.4a	Exc. Subcontractor for Test Pits (M/D + 2 days+prev. wages)	\$5,140	
1.4b	Crew to Rake, Loam, and Seed, and Cost of Loam and seed	\$3,490	
1.5	Geotech. Eng. to Observe Borings and Test Pits	\$6,940	
1.6	Laboratory Testing	\$880	
1.7	Exploration Logs and Report	\$3,900	\$41,450
Specifications & Review			
2.1	Review Geo. Aspect of Found. Drwgs	\$1,850	
2.2	Specifications	\$2,470	
2.3	Consultation	\$4,620	\$8,940
		Total	\$50,390
<hr/>			
Construction Admin Services			
3.1	Kickoff meeting	\$925	
3.2	Review Geotech. Aspect of Contractor's Submittals and RFIs	\$6,190	
3.3	Field Services	\$112,620	
3.4	Field Reports and Review	\$30,360	\$150,095
			\$200,485

Other approved services will be billed using the following rates: \$99/hour for a field engineer, \$117/hour for a geotechnical engineer, \$150/hour for a senior geotechnical engineer/principal.

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

- **Our costs and fees indicated in this proposal are valid for a period of six months from the date of the proposal. Our unit rates will be increased by 4 percent per year after the first 6 months following the date of this proposal.**
- We will notify you when we reach about 80 percent of our budget and we will inform you whether we need additional budget to complete our services.
- LGCI will coordinate access to the site with you and with the property owner.



**Proposal for DD and CA Phase Geotechnical Services
Proposed Stoneham High School
Stoneham, Massachusetts
LGCI Proposal No. 21047-Rev. 2**

- Our estimated number of site visits during construction may increase after the start of construction and a construction sequence and schedule are available.

Terms and Conditions

We propose to perform our work in accordance with LGCI's Standard Conditions for Engagement (attached). Your acceptance of this proposal by signing and returning one complete copy will form our agreement for these services and will serve as written authorization to proceed with the described scope of work. We require a retainer equivalent to 50 percent of our fee before the start of our services. The remainder of our fee should be paid upon receiving our invoice.

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

Sincerely,

LAHLAF GEOTECHNICAL CONSULTING, INC.



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

Enclosures: LGCI's Standard Conditions for Engagement

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

Company Name: _____

Signature: _____



Lahlaf Geotechnical Consulting, Inc.

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

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

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

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

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

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

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

STANDARD CONDITIONS FOR ENGAGEMENT

regulations and any other applicable federal, state and/or local laws or regulations.

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

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

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

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

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

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

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

12-LIMITATION OF LIABILITY. To the fullest extent permitted by law, the total liability, in the aggregate, of LGCI and its officers, directors,



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

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

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

75• ELECTRONIC FILES. All documents including drawings, data, plans, specifications, reports or other information recorded on or transmitted as

Electronic Files are subject to undetectable alteration, either intentional or unintentional, due to transmission, conversion, media degradation, software error, human alteration or other causes.

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

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

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

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

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

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



Memorandum

To: Stoneham School Building Committee
From: Joel Seeley
Project: New Stoneham High School
Re: Designer Amendment No. 14: GeoEnvironmental Phase II Consulting
Distribution: Stoneham School Building Committee (MF)

Date: 11/8/2021
Project No.: 20033

DESIGNER AMENDMENT NO. 14: GEOENVIRONMENTAL PHASE II CONSULTING SERVICES

FEE: \$13,640.00

REASON: Provide GeoEnvironmental Phase II Consulting Services

BUDGET AVAILABILITY: This Amendment would be funded out of MSBA ProPay Code 0204-0300, Geotechnical and GeoEnvironmental Engineering Services Budget, which has a balance of \$601,741.

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 14

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 November 8, 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. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services:

	Original Contract	Prior Amendments	This Amendment	After this Amendment
Feasibility Study Phase	\$ 175,000.00	\$ 71,733.64	\$ 0.00	\$ 246,733.64
Schematic Design Phase	\$ 245,000.00	\$ 106,259.50	\$ 0.00	\$ 351,259.50
Design Development Phase	\$ 0.00	\$ 3,323,879.00	\$ 13,640.00	\$ 3,337,519.00
Construction Document Phase	\$ 0.00	\$ 4,921,000.00	\$ 0.00	\$ 4,921,000.00
Bidding Phase	\$ 0.00	\$ 1,124,800.00	\$ 0.00	\$ 1,124,800.00
Construction Phase	\$ 0.00	\$ 3,936,800.00	\$ 0.00	\$ 3,936,800.00
Completion Phase	\$ 0.00	\$ 423,600.00	\$ 0.00	\$ 423,600.00
Total Fee	\$420,000.00	\$13,908,072.14	\$ 13,640.00	\$14,341,712.14

This Amendment is a result of: Providing GeoEnvironmental Phase II Consulting Services to be funded out of MSBA ProPay 0204-0300.

2. The Construction Budget shall be as follows:

Original Budget: \$ 153,418,660

Amended Budget \$ 153,418,660

3. The Project Schedule shall be as follows:

Original Schedule: June 2025

Amended Schedule June 2025

4. 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

10.19.2021

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

Re: Stoneham High School / Additional Services #14 Attachment F

Dear Mr. Sheehan,

As requested, and required, attached, and noted herein, are the additional services for the Geo-environmental Phase II ESA scope of work. We have attached the proposal, for your reference, from FS Engineers for Geo-environmental Phase II ESA.

Project Overview

The additional service request is for the Geo-environmental Phase II ESA scope of work 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.

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.

Geo-environmental Phase ii ESA	\$12,400
Perkins&Will 10% Mark up	<u>\$ 1,240</u>
Total Additional Services #14	\$13,640

Thank you,



Principal, Practice Leader for Perkins&Will

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



January 22, 2021

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

Re: Limited Phase II Environmental Site Assessment (ESA) for the location of the Former Underground Storage Tanks (USTs) at the Stoneham High School, Stoneham, MA

Dear Ms. Trivas:

FS Engineers, Inc. (FSE) is pleased to present this proposal for professional services for conducting a Phase II Limited Subsurface Investigation (LSI) in general accordance with ASTM E1903-11 for the location of the former USTs at the Stoneham High School, Stoneham, MA. Our proposal is based upon the information provided to us by you for the subject property.

FSE is prepared to commit the necessary resources to ensure the timely completion of this project. The project team will be led by Mr. Farooq Siddique, PE, LSP, as Principal-In-Charge and Project Manager. Mr. Siddique has more than 27 years of experience in environmental and civil engineering. He is a registered Professional Engineer and a Licensed Site Professional in Massachusetts.

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

1.0 SCOPE OF SERVICES

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

1.1 ASTM Phase II – Limited Subsurface Investigation Soil Boring and Monitoring Well Installation and Sampling

- (a) Contact Digsafe and obtain utility clearance 72 hours before initiating any fieldwork.

- (b) Utilizing a geoprobe drill rig, or similar equipment, advance up to five (5) soil borings to a maximum depth of 20 feet in the overburden soil. The depth to groundwater is estimated to be approximately 15 feet below ground surface (bgs). No more than one day of drilling has been included in the budget. Drill cuttings, if generated, will be stockpiled on-site. The disposal of soil cuttings is the responsibility of the Client. Bedrock will not be drilled into as part of this project.
- (c) Obtain continuous soil core samples in each boring and screen for total volatile organic compounds (VOCs) using a photoionization detector (PID). Based upon PID screening and visual characterization, collect five (5) soil samples (one from each boring) and submit for laboratory analysis for extractable petroleum hydrocarbons (EPH), volatile petroleum hydrocarbons (VPH), and 14 MCP metals.
- (d) Complete four (4) of the five (5) soil borings as permanent groundwater monitoring wells, using two-inch diameter, machine slotted PVC screen, and solid riser pipe. For each monitoring well, the well screen will be set a minimum of five feet into the observed water table. Collect one groundwater sample from each newly installed monitoring well using low flow sampling techniques, for a total of four (4) samples, and submit for laboratory analysis for EPH, VPH, and 14 MCP metals.
- (e) Survey the monitoring well locations and elevations using an assumed onsite benchmark and gauge the wells for depth to groundwater. Locate the wells on a property plan (provided by the Client) and evaluate the direction of groundwater flow.

1.2 ASTM Phase II – Limited Subsurface Investigation Report Preparation

- (a) FSE will evaluate, validate and tabulate the soil and groundwater analytical data. The data will be evaluated to determine if a reportable release has occurred at the site. The Report will include a site plan, soil boring logs, laboratory certificates of analysis, and text describing the sampling procedures and sample results.
- (b) Submit an electronic copy of the report to the Client.

2.0 SCHEDULE OF SERVICES

FSE is prepared to commence work on this project upon receipt of written authorization to proceed. Weather permitting and site access being readily available, the anticipated completion date is four to six weeks after we receive the written authorization to proceed.

3.0 FEES FOR SERVICES

For this project as defined in Article 1.0, "Scope of Services" compensation shall be a fixed fee of Twelve Thousand Four Hundred Dollars (\$12,400.00).

4.0 BASIS OF PROPOSAL

- (a) We have assumed that the Client will procure access to the site for FSE to conduct this investigation. We have assumed that all existing site information (i.e., site plan, preliminary areas of concern, tank locations) will be made available.
- (b) We have assumed that all information on previous and current site uses are readily available from the Client. We have also assumed that any previous studies conducted on the site will be made available.

5.0 TERMS AND CONDITIONS – Attached herein

Please sign two copies of this agreement. Retain a copy for your files and return the other to us; the receipt of which shall constitute Notice-to-Proceed. If you have any questions, please do not hesitate to contact Mr. Farooq Siddique, PE, LSP, of this office. We look forward to working with you on this important project.

Very truly yours,

FS ENGINEERS, INC.


Farooq Siddique, PE, LSP
Principal

AGREED AND ACCEPTED BY CLIENT:

Name _____

Title _____

Date _____

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (the "Agreement"), effective is by and between **Perkins & Will, Inc.**, a corporation, with its principal office at **225 Franklin Street, Suite 1100, Boston, MA 02110** (hereinafter "Client"), and FS Engineers, Inc., a business corporation, with its principal office at 42 Nonset Path, Suite 42-1, Acton, MA 01720 (hereinafter the "Company").

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

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

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

1. SERVICES.

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

Company shall provide Client with the "Services" set forth in the Proposal for Services dated **January 22, 2021**, ("Proposal") with respect to the property identified in the Proposal ("the Site"), under the terms and conditions set forth herein. Company's Services will be performed on behalf of and solely for the exclusive use of Client for the purposes set forth in the Proposal and for no other purpose. Client acknowledges that Company's Services require decisions which are based upon judgmental considerations stemming from limited data and time and budgetary constraints imposed by Client rather than upon scientific certainties. Client, in accepting Company's Proposal, acknowledges the inherent risks to Client and its property associated with the work described in the Proposal. Company shall perform Services in accordance with generally accepted practices of like professionals undertaking similar services under like or identical circumstances. Company reserves the right to refuse to undertake Services on behalf of any project or on behalf of any prospective Client. Client acknowledges that other qualified persons and entities are available to carry out the proposed Services.

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

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

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

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

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

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

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

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

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

2. PAYMENT AND INVOICING TERMS.

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

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

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

2.3 Invoicing.

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

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

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

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

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

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

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

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

4. STANDARD OF CARE.

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

5. LIABILITY.

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

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

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

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

6. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

END

Memorandum

To: Stoneham School Building Committee
From: Joel Seeley
Project: New Stoneham High School
Re: Designer Amendment No. 15: GeoEnvironmental Soil Characterization Consultancy Services
Distribution: Stoneham School Building Committee (MF)

Date: 11/8/2021
Project No.: 20033

DESIGNER AMENDMENT NO. 15: GEOENVIRONMENTAL SOIL CHARACTERIZATION CONSULTANCY SERVICES

FEE: \$85,690.00

REASON: Provide GeoEnvironmental Soil Characterization Consultancy Services

BUDGET AVAILABILITY: This Amendment would be funded out of MSBA ProPay Code 0204-0300, Geotechnical and GeoEnvironmental Engineering Services Budget, which has a balance of \$588,101.

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 15

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 November 8, 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. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services:

	Original Contract	Prior Amendments	This Amendment	After this Amendment
Feasibility Study Phase	\$ 175,000.00	\$ 71,733.64	\$ 0.00	\$ 246,733.64
Schematic Design Phase	\$ 245,000.00	\$ 106,259.50	\$ 0.00	\$ 351,259.50
Design Development Phase	\$ 0.00	\$ 3,337,519.00	\$ 85,690.00	\$ 3,423,209.00
Construction Document Phase	\$ 0.00	\$ 4,921,000.00	\$ 0.00	\$ 4,921,000.00
Bidding Phase	\$ 0.00	\$ 1,124,800.00	\$ 0.00	\$ 1,124,800.00
Construction Phase	\$ 0.00	\$ 3,936,800.00	\$ 0.00	\$ 3,936,800.00
Completion Phase	\$ 0.00	\$ 423,600.00	\$ 0.00	\$ 423,600.00
Total Fee	\$420,000.00	\$13,921,712.14	\$ 85,690.00	\$14,427,402.14

This Amendment is a result of: Providing Geotechnical Engineering Services from Design Development through Construction Documents Phases to be funded out of MSBA ProPay 0204-0300.

2. The Construction Budget shall be as follows:

Original Budget:	\$ <u>153,418,660.00</u>
Amended Budget	\$ <u>153,418,660.00</u>

3. The Project Schedule shall be as follows:

Original Schedule:	<u>June 2025</u>
Amended Schedule	<u>June 2025</u>

4. 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

11.4.2021

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

Re: Stoneham High School / Additional Services #15 Attachment F

Dear Mr. Sheehan,

As requested, and required, attached, and noted herein, are the additional services for the Geo-environmental scope of work Soil Characterization Tasks 1.1 Soil Sample Collection and 5.0 Soil Sampling at the Proposed Detention Basins. We have attached the proposal, for your reference, from FS Engineers for Geo-environmental Soil Characterization Tasks 1.1 Soil Sample Collection and 5.0 Soil Sampling at the Proposed Detention Basins.

Project Overview

The additional service request is for the Geo-environmental Soil Characterization Tasks 1.1 Soil Sample Collection and 5.0 Soil Sampling at the Proposed Detention Basins scope of work of the Stoneham Project. We understand that you reviewed and approved the scope of services as outlined in the proposals 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.

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.

11.4.2021
Stoneham High School /
Additional Services #15
Attachment F

Soil Sample Collection	\$68,000
Soil Sampling at the Proposed Detention Basins	<u>\$ 9,900</u>
	\$77,900
Perkins&Will 10% Mark up	<u>\$ 7,790</u>
Total Additional Services #15	\$85,690

Thank you,



Principal, Practice Leader for Perkins&Will

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



November 3, 2021

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

Re: Professional Services Relative to Soil Disposal Characterization and additional optional tasks at the Proposed Stoneham High School, Stoneham, Massachusetts

Dear Ms. Trivas:

FS Engineers, Inc. (FSE) is pleased to present this proposal for professional services for the above-referenced proposed school building in Stoneham, Massachusetts. FSE is a certified Minority Business Enterprise (MBE) and a Disadvantaged Business Enterprise (DBE) in Massachusetts. We have prepared this proposal based on the information provided by you. We have not conducted a site reconnaissance to prepare this scope of work. Our understanding is that there is no history of a documented release of oil and/or hazardous materials at the site within which the subject scope of work will be implemented.

According to the geotechnical report, the top few feet of the site consist of fill material. According to preliminary estimates, approximately 24,000 cubic yards of fill/soil will require off-site management/reuse.

The cost estimate provided herein is for landfill disposal characterization for 24,000 cubic yards of urban fill/soil. Assuming a fill/soil density of 1.5 tons/cu. yd. A landfill has not been currently identified therefore the proposed rate of sample collection/analysis is based upon the prevailing practice of 1 sample per 500 cu. yds. The sampling program intends to provide sufficient information so that the contractor can make an informed decision on how they will manage the soil.

The scope of work is based upon performing four (4) days of fieldwork to obtain fill/soil samples for visual characterization and laboratory analysis. The purpose of the investigation is to characterize the site soil quality to assist in the determination of appropriate reuse options. A letter report will be submitted that contains laboratory reports, tabulated data, sample locations on a site plan, and recommendations. A detailed existing conditions site plan will be provided by PW before field soil sampling commences; the plan will show the depth of excavation and cut and fill details.

FSE is prepared to commit the necessary resources to ensure the timely completion of this project. The project team will be led by Mr. Farooq Siddique, PE, LSP, as Principal and Mr. Michael Hudson, as Project Manager. Both Mr. Siddique and Mr. Hudson have more than 30 year's professional experience in environmental site assessment and remediation.

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

1.0 SCOPE OF SERVICES

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

Soil/Fill Disposal Characterization

1.1 Soil Sample Collection

- (a) FSE will review past reports provided by PW. Review geotechnical reports and proposed construction grading and cut and fill plans. Prepare a sampling plan based upon the information reviewed. Site existing condition plans showing the depth of excavation and cut and fill areas in CAD format will be provided by the client.

- (b) FSE will be on-site during the soil boring work to be conducted by a drilling contractor who will be hired by us. FSE will collect fill/soil samples from sample cores for laboratory analyses. The number of samples to be collected is based upon 1 fill/soil sample per 500 cu. yds. of fill/soil to be disposed of at a landfill or other approved offsite facility. Contacting Digsafe and retaining drilling contractor will be done by FSE. FSE will pre-mark the boring locations. Locating on-site utilities is the responsibility of the owner. The site owner will locate all utilities on-site and clear each pre-marked boring location before soil boring. Four (4) days of drilling have been budgeted for this task. Drilling rate is based upon advancing 140 feet of boring per day and each boring to be 10 feet deep with a few borings extending to 15 feet deep. Ruts created by the drilling rig will be repaired.

- (c) FSE will obtain fill samples from the cores and field screen for total volatile organic compounds (VOC) using a photoionization detector (PID). Based upon PID field

screening, collect up to 50 fill/soil samples (one from each boring) and submit for laboratory analysis for typical soil landfill disposal characterization. A site plan of the property showing the soil borings will be provided to FSE by the client.

1.2 Prepare Letter Report

- (a) Prepare a letter report that describes the fill/soil sampling procedures, presents the tabulated laboratory soil sample analysis results, and contains the laboratory reports and a site plan.

- (b) Prepare a site plan with a sample grid that shows the extent of the area represented by each fill sample. The volume of fill/soil represented by each sample will be identified to coordinate the load-and-go disposal method.

2.0 SCHEDULE OF SERVICES

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

3.0 FEES FOR SERVICES

For this project as defined in Article 1.0, "Scope of Services", compensation shall be the Estimated Fee of Sixty-Eight Thousand Dollars (\$68,000.00) as presented above. A cost breakdown is provided below:

Soil Sample Collection and drilling	\$18,660.00
Engineering	\$2,020.00
Testing	\$40,370.00
Report	\$6,950.00

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

LSP Services:	\$ 132.00
Project Manager:	\$ 121.00
Project Engineer:	\$ 100.00
Subcontractor:	Cost + 10%

~~**4.0 FIELD OBSERVATION DURING FILL TRANSPORTATION (OPTIONAL)**~~

~~**4.1 Field Observation**~~

- ~~(a) A few RCS-1 facilities require LSP observation during fill/soil loading and transportation. Approximately 24,000 cu. yd. of fill/soil will require loading and transportation to an off-site facility. Assuming a fill density of 1.5 tons/cu. yd., truckload capacity of 30 tons/truck, and 40 truck trips/day, the number of days it would take to move 24,000 cu. yd. of fill/soil is approximately 30 days.~~

~~**4.2 Fees for Field Observation**~~

~~For this optional task as defined in Article 4.0, "Field Observation During Fill Transportation (Optional)", compensation shall be the Estimated Fee of \$35,900.00.~~

5.0 SOIL SAMPLING AT THE PROPOSED DETENTION BASIN (OPTIONAL)

Based upon information provided by persons knowledgeable about the history of the existing school construction, the proposed location of the detention basin may contain buried asphalt and other debris. A limited subsurface investigation including soil sampling analysis is proposed to assess if a reportable condition relative to MCP exists at the site.

5.1 Limited Subsurface Investigation and Soil Sampling

- (a) Contact Digsafe and obtain utility clearance 72 hours before initiating any fieldwork.
- (b) Utilizing a geoprobe drill rig, or similar equipment, advance up to five (5) soil borings to a maximum depth of 20 feet in the overburden soil. The depth to groundwater is estimated to be approximately 15 feet below the ground surface (bgs). No more than one day of drilling has been included in the budget. Drill cuttings, if generated, will be stockpiled on-site. The disposal of soil cuttings is the responsibility of the Client. Bedrock will not be drilled into as part of this project.

- (c) Obtain continuous soil core samples in each boring and screen for total volatile organic compounds (VOCs) using a photoionization detector (PID). Based upon PID screening and visual characterization, collect five (5) soil samples (one from each boring) and submit for laboratory analysis for extractable petroleum hydrocarbons (EPH), volatile petroleum hydrocarbons (VPH), and 14 MCP metals.

- (d) Measure soil boring locations relative to site permanent features. Locate the soil borings on a site plan (provided by the Client).

5.2 Limited Subsurface Investigation Report

- (a) FSE will evaluate, validate, and tabulate the soil analytical data. The data will be evaluated to determine if a reportable release has occurred at the site. The Report will include a site plan, soil boring logs, laboratory certificates of analysis, and text describing the sampling procedures and sample results.

- (b) Submit an electronic copy of the report to the Client.

5.3 Fees for Limited Subsurface Investigation

For this optional task as defined in Article 5.0, "Soil Sampling at the Proposed Detention Basin (Optional)", compensation shall be the Estimated Fee of \$9,900.00.

6.0 BASIS OF PROPOSAL

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

7.0 AGREEMENT FOR PROFESSIONAL SERVICES - Attached herewith.

Please sign both copies of this Agreement. Retain a copy for your files and return the other to us; the receipt of which shall constitute Notice-to-Proceed. If you have any questions,

please do not hesitate to contact us. We look forward to working with you on this important project. Thank you for considering FS Engineers, Inc.

Very truly yours,

FS ENGINEERS, INC.



Farooq Siddique, PE, LSP
Principal

AGREED AND ACCEPTED BY CLIENT:

Name _____

Title _____

Date _____

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (the "Agreement"), effective is by and between **Perkins&Will, Inc.**, a corporation, with its principal office at **225 Franklin Street, Suite 1100, Boston, MA 02110** (hereinafter "Client"), and FS Engineers, Inc., a business corporation, with its principal office at 42 Nonset Path, Suite 42-1, Acton, MA 01720 (hereinafter the "Company").

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

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

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

1. SERVICES.

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

Company shall provide Client with the "Services" set forth in the Proposal for Services dated **November 3, 2021** ("Proposal") with respect to the property identified in the Proposal ("the Site"), under the terms and conditions set forth herein. Company's Services will be performed on behalf of and solely for the exclusive use of Client for the purposes set forth in the Proposal and for no other purpose. Client acknowledges that Company's Services require decisions which are based upon judgmental considerations stemming from limited data and time and budgetary constraints imposed by Client rather than upon scientific certainties. Client, in accepting Company's Proposal, acknowledges the inherent risks to Client and its property associated with the work described in the Proposal. Company shall perform Services in accordance with generally accepted practices of like professionals undertaking similar services under like or identical circumstances. Company reserves the right to refuse to undertake Services on behalf of any project or on behalf of any prospective Client. Client acknowledges that other qualified persons and entities are available to carry out the proposed Services.

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

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

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

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

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

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

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

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

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

2. PAYMENT AND INVOICING TERMS.

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

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

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

2.3 Invoicing.

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

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

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

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

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

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

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

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

4. STANDARD OF CARE.

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

5. LIABILITY.

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

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

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

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

6. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

END

Memorandum

To: Stoneham School Building Committee Date: 11/8/2021
From: Joel Seeley Project No.: 20033
Project: New Stoneham High School
Re: Designer Amendment No. 16: Geothermal Engineering Services from Design
Development through Construction Administration Phases
Distribution: Stoneham School Building Committee (MF)

**DESIGNER AMENDMENT NO. 16: GEOTHERMAL ENGINEERING SERVICES FROM DESIGN
DEVELOPMENT THROUGH CONSTRUCTION ADMINISTRATION
PHASES**

FEE: \$122,650.00

REASON: Provide Geothermal Engineering Services from Design Development through
Construction Administration Phases

BUDGET AVAILABILITY: This Amendment would be funded out of MSBA ProPay Code 0204-0300, Geotechnical
and GeoEnvironmental Engineering Services Budget, which has a balance of \$502,411.

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 16

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 November 8, 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. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services:

	Original Contract	Prior Amendments	This Amendment	After this Amendment
Feasibility Study Phase	\$ 175,000.00	\$ 71,733.64	\$ 0.00	\$ 246,733.64
Schematic Design Phase	\$ 245,000.00	\$ 106,259.50	\$ 0.00	\$ 351,259.50
Design Development Phase	\$ 0.00	\$ 3,423,209.00	\$ 122,650.00	\$ 3,545,859.00
Construction Document Phase	\$ 0.00	\$ 4,921,000.00	\$ 0.00	\$ 4,921,000.00
Bidding Phase	\$ 0.00	\$ 1,124,800.00	\$ 0.00	\$ 1,124,800.00
Construction Phase	\$ 0.00	\$ 3,936,800.00	\$ 0.00	\$ 3,936,800.00
Completion Phase	\$ 0.00	\$ 423,600.00	\$ 0.00	\$ 423,600.00
Total Fee	\$420,000.00	\$14,007,402.14	\$ 122,650.00	\$14,550,052.14

This Amendment is a result of: Providing Geothermal Engineering Services from Design Development through Construction Administration Phases to be funded out of MSBA ProPay 0204-0300.

2. The Construction Budget shall be as follows:

Original Budget:	\$ <u>153,418,660.00</u>
Amended Budget	\$ <u>153,418,660.00</u>

3. The Project Schedule shall be as follows:

Original Schedule:	<u>June 2025</u>
Amended Schedule	<u>June 2025</u>

4. 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

10.26.2021

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

Re: Stoneham High School / Additional Services #16 Attachment F

Dear Mr. Sheehan,

As requested, and required, attached, and noted herein, are the additional services for the Geothermal Task C, D and E only plus remaining Task B services not completed in SD Phase of the project. scope of work. We have attached the proposal, for your reference, from McPhail Associates, Inc. for Geothermal work.

Project Overview

The additional service request is for the Geothermal Task C, D and E only plus remaining Task B services not completed in SD Phase of the 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.

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.

Geothermal Work:

B	Modified Test Well Scope	\$25,000
B1	Completion of Test Well Program	
B3	Installation and Testing of Additional Test Well (if required)	\$45,000
C1	Design Document Phase	\$15,000
C2	Construction Document Phase	\$10,000

Perkins&Will

10.26.2021
Stoneham High School /
Additional Services #16
Attachment F

D Bidding Phase	\$ 2,500
EI Construction Administration	<u>\$14,000</u>
Total Fee	\$111,500
Perkins&Will 10% Mark up	<u>\$ 11,150</u>
Total Additional Services #16	\$122,650

Thank you,



Principal, Practice Leader for Perkins&Will

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



May 7, 2021

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

Attention: Mr. Patrick Cunningham, AIA

Reference: Stoneham High School; Stoneham, Massachusetts
Proposal for Design and Construction Phase Geothermal Engineering Services

We are pleased to present our proposal for providing geothermal engineering services associated with the completion of the test well program (Task B), design phase (Task C), bidding phase (Task D), and construction phase services (Task E).

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. Currently, preliminary analysis by McPhail based on the provided heating and cooling loads indicate that the well field may consist of approximately 64 to 145, 600-foot deep quad-loop wells or 48 to 110, 700-foot deep quad-loop wells.

In addition to our in-house expertise, McPhail will lead a team of qualified subconsultants to complete the geothermal evaluation and observe the well field installation and commissioning for QA/QC. Specifically, we will collaborate and subconsult with the following parties:

- Dave Hermantin, P.E. of Renu Engineering Technologies P.C. (Renu), an American Energy Engineer (AEE) Certified Geexchange Designer (CGD) and an International Ground Source Heat Pump (IGSHPA) certified geothermal system installation inspector (GI).
- Tracey Ogden of TAO Consulting, an IGSHPA accredited installer.

We will also coordinate our engineering services and design of the geothermal well field with the mechanical, electrical, and plumbing (MEP) engineer (Bala) and the building energy modeler (Thornton Tomasetti). Detailed scopes of work for our proposed Tasks B through E are described below.



Task B: Test Well Program

Background

Previously McPhail prepared a proposal for Task B – Test Well dated February 26, 2021 which included the following scope of work for a proposed fee of \$40,000:

- Drilling of a 500-foot deep well.
- Installation of 500-foot long 1-1/4" diameter U-bend assembly and grouting the well.
- Performance of a 48-hour duration thermal conductivity test on the completed well.

As a result of the preliminary geothermal modeling completed to date by McPhail during the schematic design (SD) phase, it is anticipated that the use of 600-foot or up to 700-foot deep geothermal wells with quad-loops may be more economical and require less space than if 500-foot wells with traditional single U-bends were used. However, it is understood that a determination of which type and depth of well to be incorporated into the project design will be determined following the completion of the SD pricing.

As such, a modified scope for Task B – Test Well Program has been discussed and approved to be completed prior to the SD pricing. Furthermore, if the project decides to proceed with a geothermal component after the SD phase, then the test well installed as part of Task B would be completed and tested as part of Task B1. Should the project not proceed with a geothermal component after the SD phase, the test well installed as part of Task B would be permanently decommissioned as part of Task B2.

Updated Task B: Drilling of the Test Well

The currently approved scope for Task B includes the drilling of an up to 700-foot deep well to obtain information to better inform the SD well field pricing, including information such as the depth to bedrock, the quality of bedrock, rock fractures, groundwater production and borehole stability. The test well will be temporary capped and covered at the completion of the drilling. The not-to-exceed cost of the modified test well program, Task B, is **\$25,000**.

As indicated above, additional services associated with the test well program will be required following the completion of Task B which may include one or more of the following tasks:

- Task B1: Completion of Test Well Program
- Task B2: Decommissioning the Test Well (Required if Task B1 is not Completed)
- Task B3: Installation and Testing of Additional Test Wells

The proposed scope of work and fees for these items is included below.



Task B1: Completion of Test Well Program

This scope of work for Task B1 includes the installation of an up to 700-foot deep quad-loop in the test well, which will have been already drilled and temporarily capped as part of Task B, 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 (Task C) to determine the size of the permanent well field.

The test well would be completed by installation of an HDPE, 1-1/2" quad-loop (double 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.

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

1. Subcontract and coordinate with Skillings & Sons, a well drilling contractor, to install a 1-1/2" quad-loop (double U-bend) and grout and perform a 48-hour thermal conductivity test.
2. Provide a field representative from McPhail to observe the installation of the quad-loop and grouting, and setup and completion of the thermal conductivity test.
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 B1 is **\$25,000**. Hence the total cost to complete Task B and B1 is **\$50,000**, which is \$10,000 more than the previously approved amount of \$40,000 for Task B.

Total \$25,000

~~Task B2: Decommissioning of Test Well~~

~~If it is determined that geothermal wells will not be incorporated into the project, we propose to retain Skillings & Sons to permanently decommission the test well installed as part of Task B in accordance with Mass DEP guidelines.~~

- ~~1. Subcontract and coordinate with Skillings & Sons, a well drilling contractor, to decommission the well in accordance with Mass DEP guidelines.~~



2. Provide a field representative from McPhail to observe the decommissioning.

The not-to-exceed fixed fee to complete Task B2 is **\$12,000**. Hence the total cost to complete Task B and B2 is **\$37,000**, which is \$3,000 less than the previously approved amount of \$40,000 for Task B.

Task B3: Completion of Additional Test Wells

Should it be determined that installation of an additional up to 700-foot deep test well with quad-loop and thermal conductivity testing is desired, the additional cost would be **\$45,000** per test well.

Task C: Design Phase

Utilizing the information obtained from the geothermal test well or wells, along with information of the monthly and hourly building cooling and heating demand to be provided by others along with the heat pump performance data, the quantity, depth, and spacing of the geothermal wells can be determined for purposes of the Design Development (DD) and Construction Documents (CD) sets. McPhail will collaborate and subconsult with Renu to review the well field analysis and contract documents prepared by McPhail staff.

It is anticipated that the design phase will include the following document submissions:

- 50% DD pricing set
- 100% DD pricing set and Massachusetts State Building Authority (MSBA) submission
- 60% CD pricing set and MSBA submission
- 90% CD pricing set and MSBA submission
- 100% Bid Set
- Construction Set – to include addenda items

Accordingly, we propose to provide the following scope of services associated with the design of the geothermal well field:

1. Final Analysis:
 - a. Perform analysis to evaluate the well field size utilizing the test well information. To perform this analysis, the mechanical engineer will need to provide the building cooling and heating demand for the 24-hour design day for each month (8760 hours) and the performance data for the proposed heat pumps.
2. Documentation:
 - a. Prepare specifications and drawings for inclusion in the 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 on conference calls with the Owner, project team, and regulatory agencies, as necessary.

The not-to-exceed fixed fee to complete Task C is **\$25,000**, which includes the following breakdown of fees:

- Task C1: Design Development Phase - \$15,000
- Task C2: Construction Document Phase - \$10,000

Task D: Bidding Phase

We propose to provide the following scope of services associated with this task:

1. Participate in a pre-bid meeting with prospective geothermal subcontractors.
2. Review and respond to bidder requests for information (RFIs).
3. Review geothermal contractor bids and provide comments on price, exclusions, assumptions, schedule, and conformance with geothermal Contract Documents.

The not-to-exceed fee to complete Task D is **\$2,500**.

Task E1: Construction Administration

We propose to provide the following scope of services associated with this task:

1. Process relevant geothermal submittals and RFIs from the selected construction team.
2. Prepare for and attend a pre-construction meeting focused on geothermal construction activities.

The not-to-exceed fee to complete Task E1 is **\$14,000**.

~~**Task E2: Construction Monitoring**~~

~~During the construction phase, it is recommended that McPhail be retained to monitor the geothermal-related construction work for compliance with the requirements of the Contract Documents. McPhail will collaborate and subconsult with Tracey Ogden to supplement the construction oversight performed by McPhail staff. Accordingly, we propose to provide the following geothermal engineering services during the well field installation and commissioning:~~

- ~~1. Provide part-time on-site monitoring during installation of the geothermal wells and maintain records of the materials and depth encountered, depth of water~~



- bearing zones and flow rates, the drill-rig used, drilling times, well depth, well diameter, casing length, grout type and quantity, and other pertinent information.
2. Provide part-time on-site monitoring during installation of the horizontal piping and maintain records of the materials and depth encountered, depth of trench, bedding material and thickness, pipe diameter and materials, fusion joining of pipes and fittings, backfill material, and other pertinent information.
 3. Provide full-time monitoring during the pressure testing of each loop assembly, the flushing and purging of each loop, the flow test on each loop, and the hydrostatic pressure test of the whole ground heat exchanger piping and headers pipe system.
 4. Prepare field reports summarizing the progress of the work and our observations of the geothermal-related construction activities, including any deviations by the Contractor from the requirements of the Contract Documents. Field reports would be submitted monthly.
 5. Attend job meetings as required to provide consultation on geothermal-related issues and problems which may arise during the work.

Depending on the depth of the wells selected (600 or 700 feet) and the total number of wells that are required to be installed (48 to 145), it is anticipated that the geothermal well field construction may require approximately ten (10) to twenty-nine (29) weeks to complete assuming a minimum of two (2) drill-rigs are used concurrently. Furthermore, it is estimated that the commissioning and system start-up will require an additional two (2) to three (3) weeks to complete.

Therefore, for budgeting purposes, we have prepared an estimated duration range that our field personnel and Tracey Ogden may be required to be present on the site to monitor the geothermal well installation:

Activity	McPhail Staff		Tracey Ogden	
	Lower Bound	Upper Bound	Lower Bound	Upper Bound
Well Field Construction	10 Weeks @ 24 Hours/Week = 240 Hours	29 Weeks @ 24 Hours/Week = 696 Hours	10 Weeks @ 8 Hours/Week = 80 Hours	29 Weeks @ 8 Hours/Week = 232 Hours
Commission & System Start-up	2 Weeks @ 40 Hours/Week = 80 Hours	3 Weeks @ 40 Hours/Week = 120 Hours	2 Weeks @ 50 Hours/Week = 100 Hours	3 Weeks @ 50 Hours/Week = 150 Hours
Total Hours	320	816	180	382



The fee for Task E2 would be based on a multiple of 2.5 times salary cost for technical personnel directly attributable to the project plus any subconsultants (e.g., Renu, Tracey Ogden) at cost plus 10 percent. Hourly billing rates will not exceed \$150.00/hour.

Predicated on the above and assuming no unusual construction difficulties, the estimated range for our total fee for Task E2 is **\$70,000 to \$160,000**.

This fee includes the periodic involvement of our project manager to attend meetings, conduct site visits, and provide consultation to the Owner and Design Team. Our total fee would be dependent upon the duration of our required presence on the site which is, of course, a function of the Contractor's progress and phasing of activities. Should our presence on the site be required for a greater or lesser period, the cost of our field representative's time would be adjusted accordingly.

It is hereby understood that the presence of our field engineer and Tracey Ogden on the site will be solely for the purpose of monitoring the above-described construction. Our work does not include supervision or direction of the actual work of the Contractor or his employees. The Contractor should be informed that neither the presence of our field representative or Tracey Ogden nor the observations and testing of our firm shall relieve him in any way from his responsibility concerning defects discovered in his work. It is also understood that we will not be responsible for job site safety as this is the sole responsibility of the Contractor.

Fee Summary

The fees for the above Tasks are summarized as follows:

<i>Task</i>	<i>Description</i>	<i>Fee</i>
B	Modified Test Well Scope	\$10,000* \$25,000
B1	Completion of Test Well Program	
C1	Design Document Phase	\$15,000
C2	Construction Document Phase	\$10,000
D	Bidding Phase	\$2,500
E1	Construction Administration	\$14,000
E2	Construction Monitoring	\$70,000 to \$160,000**
Total Fee		\$121,500 to \$211,500

B3 Additional 700 foot deep test well \$45,000

Total \$111,500



<i>Additional Task Items that may be Required</i>		
B2	Decommissioning the Test Well (Required if Task B1 is not completed)	-\$3,000***
B3	Installation and Testing of Additional Test Wells	\$45,000
*	\$10,000 fee denotes delta between previously approved \$40,000 fee for test well scope and proposed combined fee of \$50,000 for Tasks B and B1.	
**	Denotes fee is preliminary and will be revisited prior to start of Construction	
***	If Task B1 is not completed, the combined fee for Task B (\$25,000) and B2 (\$12,000) would be \$37,000, which would result in a \$3,000 reduction of our fee.	

We would not exceed the fees 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, Tracey Ogden) at cost plus 10 percent and direct expenses at cost. Hourly billing rates will not exceed \$150.00/hour.

Insurance

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.



Perkins & Will
May 7, 2021
Page 9

Final Comments

In summary, we appreciate the opportunity to submit our proposal and look forward to continuing our 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.

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\7189 StonehamHighSchool-Geothermal-TestWell-DD-Bid-CA-CM-050721.docx

JWP/odb

Memorandum

To: Stoneham School Building Committee
From: Joel Seeley
Project: New Stoneham High School
Re: Designer Amendment No. 17: Remaining Topographic Survey Services
Distribution: Stoneham School Building Committee (MF)

Date: 11/8/2021
Project No.: 20033

DESIGNER AMENDMENT NO. 17: REMAINING TOPOGRAPHIC SURVEY SERVICES

FEE: \$44,000.00

REASON: Provide Remaining Topographic Survey Services

BUDGET AVAILABILITY: This Amendment would be funded out of MSBA ProPay Code 0204-0400, Site Survey Services Budget, which has a balance of \$44,000.

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 17

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 November 8, 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. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services:

	Original Contract	Prior Amendments	This Amendment	After this Amendment
Feasibility Study Phase	\$ 175,000.00	\$ 71,733.64	\$ 0.00	\$ 246,733.64
Schematic Design Phase	\$ 245,000.00	\$ 106,259.50	\$ 0.00	\$ 351,259.50
Design Development Phase	\$ 0.00	\$ 3,545,859.00	\$ 44,000.00	\$ 3,589,859.00
Construction Document Phase	\$ 0.00	\$ 4,921,000.00	\$ 0.00	\$ 4,921,000.00
Bidding Phase	\$ 0.00	\$ 1,124,800.00	\$ 0.00	\$ 1,124,800.00
Construction Phase	\$ 0.00	\$ 3,936,800.00	\$ 0.00	\$ 3,936,800.00
Completion Phase	\$ 0.00	\$ 423,600.00	\$ 0.00	\$ 423,600.00
Total Fee	\$420,000.00	\$14,130,052.14	\$ 44,000.00	\$14,594,052.14

This Amendment is a result of: Providing Remaining Topographic Survey Services to be funded out of MSBA ProPay 0204-0400.

2. The Construction Budget shall be as follows:

Original Budget:	\$ <u>153,418,660.00</u>
Amended Budget	\$ <u>153,418,660.00</u>

3. The Project Schedule shall be as follows:

Original Schedule:	<u>June 2025</u>
Amended Schedule	<u>June 2025</u>

4. 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

10.19.2021

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

Re: Stoneham High School / Additional Services #17 Attachment F

Dear Mr. Sheehan,

As requested, and required, attached, and noted herein, are the additional services for the Survey scope of work required in the Design Development through Closeout phases of the project. We have attached the proposal, for your reference, from Nitsch Engineering for Survey work for the Design Development through Closeout phases of the project.

Project Overview

The additional service request is for Survey work in the Design Development through Closeout phases 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.

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.

Survey Work	\$40,000
Perkins&Will 10% Mark up	<u>\$ 4,000</u>
Total Additional Services #17	\$44,000

Thank you,



Principal, Practice Leader for Perkins&Will

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



VERIFICATION/AUTHORIZATION OF ADDITIONAL SERVICES
 (CONTRACT AMENDMENT #2)

Project Name: Stoneham High School

Nitsch Project Number: 14166.1 Date: May 7, 2021

Client: Perkins & Will

Client Mailing Address: 225 Franklin St., Suite 1100
Boston, Ma 02110

Nitsch Engineering PM: Denis Seguin

Description of change and services to be performed: Additional 12 acres topo to replace the Lidar data up to the limit line in the attached sketch, plus Benjamin Terrace cul-de-sac topo, and Geotech test hole locations.

Instruction Received From: Brooke Trivas and David Warner
How: email
Date: May 3, 2021

Project Schedule: Increase Decrease No Change

Fee Change:	Present Fee	Fee Change	Revised Fee
Survey:	<u>\$46,000</u>	<u>\$40,000</u>	<u>\$86,000</u>
Civil:	<u> </u>	<u> </u>	<u> </u>
Transportation:	<u> </u>	<u> </u>	
Total:	<u>\$86,000</u>		

Client Authorization

By: _____

Title: _____

Date: _____

If we do not receive a response, Nitsch Engineering will assume you have approved this Additional Service.

Nitsch Distribution: _____ _____ _____
 Project Manager PIC Billing File

Note: Nitsch Engineering Terms and Conditions of original contract, dated July 23, 2020, apply with this contract revision.

Attach scopes and all assumptions, if applicable.

Document Location: Q:\14166.1 Stoneham HS Surv\Contract

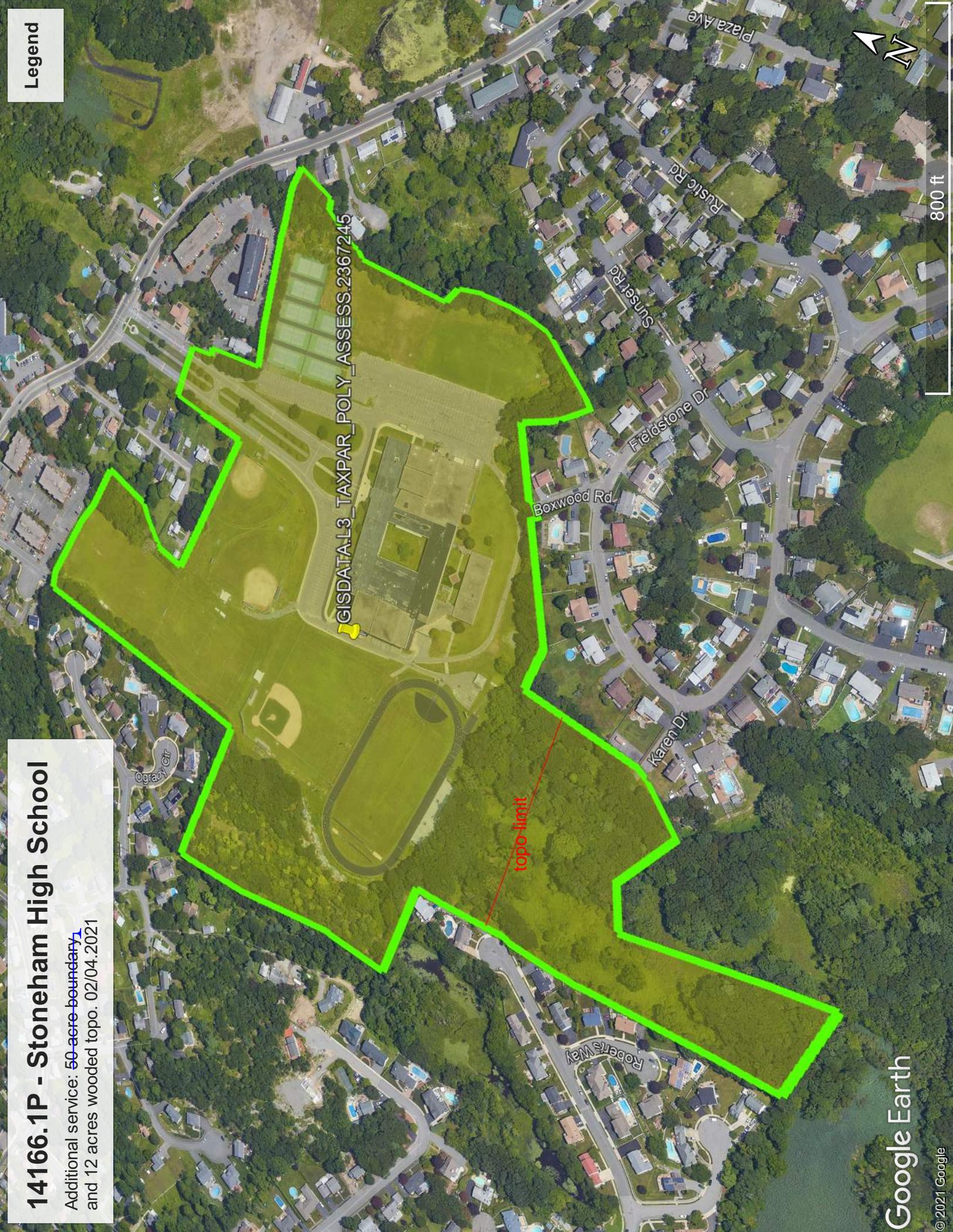
Legend

14166.1P - Stoneham High School

Additional service: 50-acre boundary
and 12 acres wooded topo. 02/04.2021

GISDATA\3_TAXPAR_POLY_ASSESS.2367245

topo-limit



Memorandum

To: Stoneham School Building Committee
From: Joel Seeley
Project: New Stoneham High School
Re: Designer Amendment No. 18: Traffic Engineering Services from Design Development through Construction Administration Phases
Distribution: Stoneham School Building Committee (MF)

Date: 11/8/2021
Project No.: 20033

DESIGNER AMENDMENT NO. 18: TRAFFIC ENGINEERING SERVICES FROM DESIGN DEVELOPMENT THROUGH CONSTRUCTION ADMINISTRATION PHASES

FEE: \$216,700.00

REASON: Provide Traffic Engineering Services for Design Development through Construction Administration Phases.

BUDGET AVAILABILITY: This Amendment would be funded out of MSBA ProPay Code 0204-1200, Traffic Studies Services Budget, which has a balance of \$209,000.
Note: A Budget Revision Request to reallocate the \$7,700 overage from MSBA ProPay Code 0203-9900, Other Reimbursable Costs, which has a balance of \$320,000 will be executed at a future meeting.

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 18

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 November 8, 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. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services:

	Original Contract	Prior Amendments	This Amendment	After this Amendment
Feasibility Study Phase	\$ 175,000.00	\$ 71,733.64	\$ 0.00	\$ 246,733.64
Schematic Design Phase	\$ 245,000.00	\$ 106,259.50	\$ 0.00	\$ 351,259.50
Design Development Phase	\$ 0.00	\$ 3,589,859.00	\$ 216,700.00	\$ 3,806,559.00
Construction Document Phase	\$ 0.00	\$ 4,921,000.00	\$ 0.00	\$ 4,921,000.00
Bidding Phase	\$ 0.00	\$ 1,124,800.00	\$ 0.00	\$ 1,124,800.00
Construction Phase	\$ 0.00	\$ 3,936,800.00	\$ 0.00	\$ 3,936,800.00
Completion Phase	\$ 0.00	\$ 423,600.00	\$ 0.00	\$ 423,600.00
Total Fee	\$420,000.00	\$14,174,052.14	\$ 216,700.00	\$14,810,752.14

This Amendment is a result of: Providing Traffic Engineering Services from Design Development through Construction Administration Phases to be funded out of MSBA ProPay 0204-1200.

2. The Construction Budget shall be as follows:

Original Budget:	\$ <u>153,418,660.00</u>
Amended Budget	\$ <u>153,418,660.00</u>

3. The Project Schedule shall be as follows:

Original Schedule:	<u>June 2025</u>
Amended Schedule	<u>June 2025</u>

4. 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

11.2.2021

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

Re: Stoneham High School / Additional Services #18 Attachment F

Dear Mr. Sheehan,

As requested, and required, attached, and noted herein, are the additional services for the Traffic Studies scope of work required in the Design Development through Closeout phases of the project. We have attached the proposal, for your reference, from Vanasse & Associates for Traffic Studies work for the Design Development through Closeout phases of the project.

Project Overview

The additional service request is for Traffic Studies work in the Design Development through Closeout phases 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.

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.

Traffic Studies Work	\$197,000
Perkins&Will 10% Mark up	<u>\$ 19,700</u>
Total Additional Services #18	\$216,700

Thank you,



Principal, Practice Leader for Perkins&Will

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

FORM OF AGREEMENT

BETWEEN

PERKINS & WILL
225 Franklin Street, Suite 1100
Boston, Massachusetts 02110
(CLIENT)

AND

VANASSE & ASSOCIATES, INC.
35 New England Business Center Drive, Suite 140
Andover, MA 01810
(CONSULTANT)

November 2, 2021

For the Following Project:

Intersection Improvements
Franklin Street at Franklin Place and New High School Drive, and
Franklin Street at Stevens Street and Benjamin Terrace

in

Stoneham, Massachusetts

The CLIENT and CONSULTANT agree as follows:



AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

VANASSE & ASSOCIATES, INC.

AND

PERKINS & WILL

PROJECT NO. 9000

November 2, 2021

This Agreement is composed of Parts I and II. Part I includes details of the services to be performed, timing of the services, and compensation. Part II (attached) contains the General Terms and Conditions of Agreement, which are the general terms of the engagement between the Perkins & Will, hereinafter called the "CLIENT", and Vanasse & Associates, Inc., hereinafter called the "CONSULTANT".

COMPENSATION – FIXED FEE

1. The total estimated compensation for performing the Scope of Services pertaining to Tasks 1 through 12 described in detail in Part I of this Agreement is estimated below:

Labor Fee ¹	\$177,000
VAI Estimated Expenses	\$5,000
Borings (estimated)	\$15,000
Survey	<u>By Others</u>
TOTAL ESTIMATED COSTS	\$197,000

2. The estimate for the Labor Fee portion is as follows:

<u>Tasks</u>	<u>Fixed Labor Fees</u>
1 Data Collection and Base Plans	\$5,000
2 Roadway Safety Audit (RSA)	--
3 Preliminary Engineering	32,000
4 Environmental Permit Documents	--
5 Final Engineering	45,000
6 Right-of-Way and Layout	--
7 Project Meetings/Coordination	6,000
8 Abutter Coordination	--
9 Bidding and Negotiating	4,000
10 Final Traffic Signal Layout Plans	--
11 Construction Services	85,000
12 Utility Coordination	<u>--</u>
TOTAL LABOR FEE	\$177,000

¹Labor fee is defined as the fee for direct labor, overhead, and profit exclusive of direct costs.



3. Services rendered in Tasks 1 through 6 will be invoiced on a percentage of completion against the Total Labor Fee with the exceptions noted above. Services rendered in Tasks 7 through 12 will be invoiced on an hourly basis using the CONSULTANT's standard billing rate schedule in effect at the time services are performed.
4. The CONSULTANT will not exceed the total estimated cost as stated herein without the written approval of the CLIENT.
5. The CONSULTANT shall be reimbursed for subconsultants, and expenditures made specifically for the project, such as printing and reprographics, travel and subsistence, traffic counts and other data collection, telephone, shipping, postage, courier services, equipment rentals, purchase of maps and similar documents, soil investigations, etc. at 1.10 (10%) times the actual costs.



PART I – SCOPE OF SERVICES

The CONSULTANT shall perform in accordance with the Terms and Conditions of this Agreement the services hereinafter described.

Description of Services

The CLIENT has retained the CONSULTANT to provide planning and engineering services involved in the design of roadway and traffic signal control improvements at the intersections of Franklin Street/Franklin Place/New High School Drive and Franklin Street/Stevens Street/Benjamin Terrace in Stoneham, Massachusetts.

The CONSULTANT, acting as the representative of and a consultant to the CLIENT, shall perform the engineering services involved in the design of roadway and traffic signal control at the intersections of Franklin Street/Franklin Place/New High School Drive and Franklin Street/Stevens Street/Benjamin Terrace in Stoneham, Massachusetts. The design shall include services involved with the production of construction documents. The major services include the following:

- Engineering research and base plan preparation
- Preliminary design
- Final design including plans, specifications, and cost estimate
- Bidding Services
- Construction services

Project Limits and Description of Improvements

The project limits include the intersections of Franklin Street/Franklin Place/New High School Drive and Franklin Street/Stevens Street/Benjamin Terrace. The proposed improvements include:

Franklin Street at Franklin Place and New High School Drive

- reconstructing the existing intersection to provide a new full-access driveway for the high school with one entering lane, two exiting lanes, a 5-foot bike lane and raised center median; a 20-foot wide full-access way for Franklin Place extending approximately 200 feet to maintain access for the existing residential properties; and a raised median to separate the two access points.
- modifying the existing left-turn lane on Franklin Street to accommodate the proposed geometric changes to the intersection.
- replacing the existing traffic control signal to accommodate the geometric changes to the intersection including mast arms, pedestal poles, foundations, signal heads with LED indications and reflective backplates, Accessible Pedestrian Signal (APS) push buttons and count down heads, controller and cabinet, video detection (vehicle and bicycle) and emergency vehicle preemption; constructing ADA compliant sidewalks (within the immediate vicinity of the intersection), wheelchair ramps and crosswalks; and installing MUTCD compliant signing and pavement markings.
- optimizing traffic signal timing and phasing to include exclusive pedestrian phasing, and update clearance timings.



Franklin Street/Stevens Street/Benjamin Terrace

- installing a new traffic control signal including mast arms, pedestal poles, foundations, signal heads with LED indications and reflective backplates, Accessible Pedestrian Signal (APS) push buttons and count down heads, controller and cabinet, video detection (vehicle and bicycle) and emergency vehicle preemption; constructing ADA compliant sidewalks (within the immediate vicinity of the intersection), wheelchair ramps and crosswalks; and installing MUTCD compliant signing and pavement markings.
- optimizing traffic signal timing and phasing to include exclusive pedestrian phasing, and update clearance timings.

Design efforts will concentrate on intersection and roadway improvements. Included as part of these improvements will be a new traffic control signals, sidewalks, wheelchair ramps; signs, pavement markings and pavement milling and overlay.

It is understood that the Scope of Services under this Agreement can be changed by actions of the CLIENT and Town of Stoneham. Changes, modifications, schedule revisions, etc. made by the CLIENT and Town can result in changes in the scope of work and, therefore, compensation to associated tasks.

The services to be performed under this Agreement shall be performed in twelve separate tasks.

1.0 Data Collection and Base Plans

- 1.1 **Data Collection and Site Reconnaissance.** The CONSULTANT will collect available intersection plans and relative traffic reports from the CLIENT; and perform a field review of all sidewalk and wheelchair ramps within the immediate vicinity of the intersection to verify ADA compliance and limits of reconstruction.
- 1.2 **Highway Survey.** The CLIENT will provide a base existing conditions survey. The CONSULTANT will review the survey and prepare a detailed survey request for additional ground survey, if required for the development of the preliminary and final design plans. The provided topographic survey shall include:
 - Establish horizontal and vertical control.
 - Establish coordinates and closed set of base lines for streets. Reproduce historic base lines where possible.
 - Locate surface detail including drainage and utility features, signs, driveways, trees, fences, walks, mailboxes, etc.
 - Locate edge of pavement, shoulders, sidewalks, pavement markings, etc.
 - Provide a digital terrain model (DTM) from which the CONSULTANT can produce existing ground cross sections at 50-foot intervals, at driveways and critical locations.
 - Locate utilities that are visible or marked out in the field.
 - Obtain pipe sizes, invert and rim elevations, and detail sketches for drainage and sanitary structures.
 - Reduce, check, and plot survey data at appropriate scale. Surface detail shall include buildings, doorways, curbs, sidewalks, utility poles, utility covers, Rights-of-Way (ROWs), etc.



- 1.3 **Utility Research.** The surveyor shall obtain plans from private and public utilities within the project limits to confirm the information provided by survey on the prepared base plans. Subsurface utilities will be located based on record data and will be approximate.
- 1.4 **Right-of-Way Research.** The surveyor shall research the roadway layout to verify information provided by survey within the project limits for information regarding parcel ownership, deed restrictions, utility easements, restrictive covenants, etc., as required.
- 1.4 **Base Plan Preparation.** The CONSULTANT shall review the survey provided and will coordinate with the surveyor relative to any missing or incomplete elements discovered. The CONSULTANT will then incorporate additional detail and configure the survey as required to prepare a base plan conforming to MassDOT and Town of Stoneham submission guidelines.

2.0 Roadway Safety Audit (RSA) (Not in Contract)

3.0 Preliminary Engineering (25% Design)

- 3.1 **Preliminary Design.** The CONSULTANT shall prepare preliminary roadway and traffic signal plans for submission to the Town for review and comment. The CONSULTANT shall perform the following services:
 - Design signalized intersection including lane configuration, basic traffic signal layout, and phasing, timing, and system coordination.
 - Prepare graphic geometrics of roadway and intersection alignment.
 - Define project limits, construction materials, and conceptual details.
 - Outline Right-of-Way impacts, if any.
- 3.2 **Technical Traffic Memorandum.** Prepare a technical traffic memorandum in support of the proposed traffic signal timing modifications to optimize traffic operations, including Synchro analysis for the proposed traffic signal phasing and timing; and summary of traffic signal operations under the existing and proposed modified timing conditions.
- 3.3 **Preliminary Estimate.** Prepare a preliminary cost estimate using MassDOT's Weighted Average Bid Application (WABA). The estimate will be prepared with a level of detail commensurate with a 25% submittal.
- 3.4 **Temporary Traffic Control Plans** – Prepare preliminary temporary traffic control plans that will permit continuous access to adjacent properties as well as carry through traffic without excessive delay during construction.

4.0 Environmental Permit Documents (Not in Contract)

5.0 Final Engineering

Following approval of the proposed preliminary design plans by the CLIENT, the CONSULTANT shall proceed with Final Engineering as outlined below. The Scope of Services and Compensation for Final Engineering may be revised prior to commencing work to reflect any increased scope of work or design effort at this stage.



5.1 **Soils Investigation.** The CONSULTANT shall establish locations of necessary soil explorations for the project area. **Cost for police details shall be paid for by the CLIENT or Town.** Included in this effort will be the following:

- Establish locations for borings, test pits, and pavement cores, as needed, and develop location plan for the explorations.
- Provide general specifications for types of borings to be performed.
- Analyze results of exploration program.
- Include soil borings in the Special Provisions for the project.
- Observe borings.

5.2 **Final Design – 100% Plans and Specifications.** The CONSULTANT in the advancement of the final design for the project shall prepare the 100% Design Submission for review and comment by the Town.

In the development of the final design and the preparation of the contract plans and specifications, the CONSULTANT shall perform the following tasks:

5.2.1 ***Response to Comments*** - Review and prepare response to the 25% design comments issued by the Town.

5.2.2 ***Roadway Design*** – Provide design plans and calculations for:

- Construction/materials
- Layout and lane configuration
- Traffic signal design, phasing, and timing (***all traffic signal equipment will be powder coated black and an Add Alternate will be prepared for ornamental mast arms***)
- Sidewalk and wheelchair ramps
- Pavement markings and signing

5.2.3 ***Special Provisions*** – Design work will be based on the current edition of the MassDOT (formerly MassHighway) Standard Specifications for Highways and Bridges and Supplemental Specifications to the Standard Specifications. The CONSULTANT shall prepare Special Provisions for construction materials and procedures not covered by the MassDOT Standard or Supplemental Specifications.

5.2.4 ***Construction Cost Estimate*** – Prepare a detailed estimate using MassDOT’s Weighted Average Bid Application (WABA). Also prepare a calculation book based on the latest edition of the Standard Nomenclature.

5.2.5 ***Temporary Traffic Control Plans*** – Prepare a temporary traffic control plan that will permit continuous access to adjacent properties as well as carry through traffic without excessive delay during construction.



5.3 **Final Construction Documents.** The CONSULTANT shall prepare final construction documents including plans, specifications, and cost estimate submission to the Client and Town for use in soliciting construction bids.

6.0 Right-of-Way and Layout (Not in Contract)

7.0 Project Meetings/Coordination

Project Meetings. The CONSULTANT will be available to attend project meetings with the CLIENT and Town. Services include coordination, preparation, travel, attendance, supporting graphics (when required), and documentation in the form of meeting notes. We have assumed for the purpose of this scope of work, participation at up to four (4) meetings.

8.0 Abutter Coordination (Not in Contract)

9.0 Bidding and Negotiating

The CONSULTANT shall perform the following tasks:

9.1 Prepare the bid tabulation sheets, attend the pre-bid and bid opening meetings, and assist the CLIENT and Town in evaluating bids or proposals.

9.2 Respond to RFI's, and issue addenda as appropriate to interpret, clarify, and expand the Bidding Documents.

9.3 Consult with the CLIENT and Town concerning, and determining the acceptability of, substitute materials and equipment proposed by Contractor(s) when substitution prior to award of contracts is allowed by the Bidding Documents.

9.4 Attend the pre-construction meeting with the CLIENT, Town, and contractor.

10.0 Final Traffic Signal Layout Plans (Not in Contract)

11.0 Construction Services

Construction services will be provided based on a time and expenses basis of payment.

11.1 **Shop Drawings.** The CONSULTANT shall respond to requests for information (RFI) and review and approve Shop Drawings, samples, and other data that Contractor(s) 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 reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions and programs incident thereto.

11.2 Construction Observation.

The fee for construction observation is based on provision of full-time observation services at 40 hours/week for an estimated construction duration of 15 weeks (3.5 months). The CLIENT agrees to the following in connection with observing the work of Contractor(s) while it is in progress:

11.2.1 The CONSULTANT shall visit the site at intervals appropriate to the various stages of construction as the CONSULTANT deems necessary in order to



observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor(s)' work. Based on information obtained during such visits and observations, CONSULTANT shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents. The CONSULTANT shall keep the CLIENT informed of the progress of the work.

- 11.2.2 The purpose of the CONSULTANT's visits to the site will be to enable the CONSULTANT to better carry out the duties and responsibilities assigned to and undertaken by the CONSULTANT during the Construction phase, and in addition, by exercise of the CONSULTANT's efforts as an experienced and qualified design professional, to provide for CLIENT a greater degree of confidence that the completed work of 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 Contractor(s). On the other hand, the CONSULTANT shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct, or have control over Contractor(s); nor shall the CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s), or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, the CONSULTANT can neither guarantee the performance of the construction contracts by Contractor(s); nor assume responsibility for Contractor(s) failure to furnish and perform their work in accordance with the Contract Documents.
- 11.2.3 **Defective Work.** During such visits and on the basis of such observations, CONSULTANT may disapprove of or reject Contractor(s) work while it is in progress if CONSULTANT believes that such work will not produce a completed project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the project as reflected in the Contract Documents.
- 11.2.4 **Interpretations and Clarifications.** The CONSULTANT shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith, prepare work directive changes and change orders as required.
- 11.2.5 **Tests.** The CONSULTANT shall have authority as the CLIENT's representative to require special testing of the work. The CONSULTANT shall also receive and review all certificates of observations, testings, and approvals required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- 11.2.6 **Disputes between CLIENT and Contractor(s).** The CONSULTANT shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of CLIENT and Contractor(s) relating to the acceptability of the work or the



interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. The CONSULTANT shall not be liable for the results of any such interpretations or decisions rendered in good faith.

11.2.7 **Payment Requisition.** Based on the CONSULTANT's on-site observations as an experienced and qualified design professional and on review of payment requisitions and the accompanying data and schedules:

- The CONSULTANT shall determine the amounts owed to Contractor(s) and recommend in writing payment(s) to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to CLIENT, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of CONSULTANT's knowledge, information, and belief, the quality of such work is generally in accordance with the Contract Documents. This is subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation. In the case of unit price work, CONSULTANT's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
- By recommending any payment, the CONSULTANT will not, thereby, be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by the CONSULTANT to check the quality or quantity of Contractor(s) work as it is furnished and performed beyond the responsibilities specifically assigned to CONSULTANT in this AGREEMENT and the Contract Documents. CONSULTANT's review of Contractor(s)' work for the purposes of recommending payments will not impose on the CONSULTANT responsibility to supervise, direct, or control such work or for the means methods, techniques, sequences, or procedures of construction or, safety precaution or programs incident thereto or Contractor(s)' compliance with laws, rules, regulations, ordinances, codes, or orders applicable to their furnishing and performing the work. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or determine that title to any work, materials, or equipment has passed to CLIENT free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between CLIENT and Contractor that might affect the amount that should be paid.

11.2.8 **Contractor(s)' Completion Documents.** The CONSULTANT shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of observation, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents. However, CONSULTANT's review will be only to determine that their content complies with the requirements of the Contract Documents; in the case of certificates of observation, tests, and approvals, the results certified indicate



compliance with the requirements of the Contract Documents. The CONSULTANT shall transmit Contractor's Completion Documents to CLIENT with written comments.

11.2.9 **Observations.** The CONSULTANT shall conduct observations to determine if the work is substantially complete and a final observation to determine if the completed work is acceptable so that CONSULTANT may recommend, in writing, final payment to Contractor(s) and may give written notice to CLIENT and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed). However, such recommendations and notices will be subject to the limitations expressed in paragraph 11.2.7.

11.2.10 **Limitations of Responsibilities.** The CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s), or subcontractor's or supplier's agents or employees, or any other persons (except CONSULTANT's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work. However, nothing contained in paragraphs 11.2.1 through 11.2.10 inclusive shall be construed to release the CONSULTANT from liability for failure to properly perform duties and responsibilities assumed by CONSULTANT in the Contract Documents.

11.3 **As-Built Drawings.** The Contractor shall prepare a set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by Contractor(s).

12.0 Utility Coordination (Not in Contract)

Submissions

The following submissions related to specific tasks shall be made by the CONSULTANT.

Task 1: Data Collection and Base Plans. At the completion of this Task, the CONSULTANT will provide the CLIENT with a copy of the base plans, if requested.

Task 3: Preliminary Engineering (25% Design Plan). At the completion of this Task, the CONSULTANT will provide preliminary design plans and FDR.

Task 5: Final Engineering. At the completion of this Task, the CONSULTANT will provide the following:

- 100% Design Submission – response to the 25% design comments; and construction plans, special provisions, preliminary quantity take offs and cost estimate.

Additional Services

The following services are not anticipated and therefore, not included in this Agreement at this time:

- Structural design other than for design elements described in the Scope of Services including, but not limited to walls, drainage, utility, traffic signal and sign structures and foundations that do not conform to MassDOT standard design and construction details.



- Major drainage studies and design of major storm drains. (It is to be assumed that proposed drainage will be connected to existing drainage lines and that no major drainage study or design beyond the limits of work will be required.)
- Design for construction of new utilities (other than drainage and minor adjustments to existing utilities).
- Bridge ratings, structural analysis of existing bridge, and retaining walls and structures conditions report.
- Environmental Impact Report and/or Environmental Assessment/Statement.
- Geotechnical services for structures and ledge locations. CLIENT will contract directly with a geotechnical firm if these services are required.
- In accordance with Land Court procedures, preparation of rights-of-way plans, layout plans, taking plans, and descriptions involving the alteration of Land Court parcels.
- Preparation of the project as a defined Urban Systems Project requiring MassDOT and FHWA reviews and procedures. This effort will require additional meetings and follow-on services be established during defined review periods.
- Survey services during construction.
- Investigation, testing, or analysis of hazardous waste.

Should services be required in these areas, or areas not previously described, the CONSULTANT will prepare a proposal or amendment, at the CLIENT's written request, that contains the Scope of Services, Compensation, and Schedule to complete the additional items.



CLIENT CONFIRMATION AND AUTHORIZATION

Perkins & Will agrees with and accepts this proposal for professional services. Perkins & Will also agrees with the Terms and Conditions of Agreement, which is attached, and acknowledges this as being received. Together these constitute the entire agreement between Vanasse & Associates, Inc., and Perkins & Will.

Receipt of an executed copy of this agreement will serve as notice to proceed.

Perkins & Will certifies that funds or financing are available to meet their financial commitments and maintain the payment schedule under the terms and conditions of this Agreement.

Agreed and Accepted for:

**PERKINS & WILL
AUTHORIZATION**

	Tasks	Fee
By: _____ Authorized Agent	1	\$5,000
	2	--
Title: _____	3	32,000
	4	--
Date: _____	5	45,000
	6	--
	7	6,000
	8	--
VANASSE & ASSOCIATES, INC.	9	4,000
AUTHORIZATION	10	--
	11	85,000
	12	--
By: _____ Authorized Agent		Total Labor Fee \$177,000
		VAI Estimated Expenses \$5,000
Title: <u>Partner</u> _____		Borings (estimated) \$15,000
		Survey <u>By Others</u>
Date: _____	TOTAL ESTIMATED COSTS	\$197,000



PART II – TERMS AND CONDITIONS

The engagement of Vanasse & Associates, Inc. (CONSULTANT) by Perkins & Will (CLIENT) is under the following terms and conditions and is an integral part of the Agreement between the CONSULTANT and the CLIENT.

1.0 Employment of the CONSULTANT

- 1.1 The CLIENT agrees to engage the CONSULTANT to perform the Scope of Services set forth herein, and the CONSULTANT agrees to perform those services as a representative of the CLIENT.

2.0 Scope of Services

- 2.1 The Scope of Services to be performed under this Agreement, along with the definition of specific tasks, limitations, and work schedule, is attached hereto and made part of this Agreement.

3.0 Period of Performance

- 3.1 The CONSULTANT shall commence work within ten (10) days after the date of execution of this Agreement, or upon written notice from the CLIENT setting forth a later starting date.
- 3.2 The CONSULTANT will perform the work outlined in the Scope of Services and agrees to complete, with the exception of services provided during construction, the services to be performed hereunder within 8 months of the date of this Agreement. However, should the time exceed an 8-month performance period due to circumstances beyond the control of the CONSULTANT, the CONSULTANT may be entitled to additional compensation as determined in negotiations between the CLIENT and the CONSULTANT.
- 3.3 Should additional services be added to the scope of work by amendment to this Agreement, the period of performance shall be specified in each amendment.

4.0 Standard of Care

- 4.1 The CONSULTANT and its subconsultants will exercise that degree of care and skill ordinarily exercised by similarly situated engineers practicing under similar circumstances. CLIENT agrees that services provided will be rendered without any warranty, expressed, or implied, as to the professional services rendered under this agreement. CONSULTANT shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

5.0 Change of Work

- 5.1 The CLIENT may request at any time, changes to the Scope of Services. Such changes, including any increase or decrease in the amounts of compensation, which are mutually agreed upon by the CLIENT and CONSULTANT, shall be incorporated as written amendments to this Agreement.
- 5.2 If the CONSULTANT is of the opinion that any work it has been directed to perform is beyond the Scope of Services and constitutes additional work, the CONSULTANT shall



promptly notify the CLIENT in writing. Such changes, mutually agreed upon by the CLIENT and CONSULTANT, shall be incorporated as written amendments to this Agreement.

6.0 Independent Consultant

6.1 It is understood and agreed that CONSULTANT shall perform all services under this Agreement as an independent contractor and nothing herein contained shall be construed to be inconsistent with the relationship or status.

7.0 Insurance

7.1 The CONSULTANT agrees to carry the following insurance during the term of this agreement: Comprehensive General Liability, Automobile Liability, Workmen's Compensation and Professional Liability.

7.2 The CONSULTANT shall maintain during the performance of this Agreement insurance coverage as follows:

7.2.1 General Liability

\$1,000,000 each occurrence; and \$2,000,000 general aggregate.

7.2.2 Automobile Liability

\$1,000,000 each accident for bodily injury and property damage.

7.2.3 Worker's Compensation

Statutory.

7.2.4 Professional Liability

\$2,000,000 per claim; and \$2,000,000 annual aggregate.

7.2.5 Umbrella/Excess Liability

\$5,000,000 each occurrence; and \$5,000,000 annual aggregate.

7.3 The CONSULTANT will furnish appropriate insurance certificates for general and professional liability upon request. The CLIENT agrees that CONSULTANT's total aggregate liability to the CLIENT for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorney's fees, arising out of or in any way related to this Agreement from any cause or causes, including, but not limited to, CONSULTANT's and their subconsultants negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, shall not exceed \$50,000 or their fee whichever is greater.

7.4 Insurance coverage shall be provided by a company or companies licensed to do business in the Commonwealth of Massachusetts. Such insurance shall name the CLIENT as additional insured on the General Liability policy.



- 7.5 If the CLIENT requires insurance coverage or limits in excess of CONSULTANT's normal policies, and it is available, CLIENT agrees to reimburse CONSULTANT for such additional expenses.
- 7.6 The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, and employees (collectively, CLIENT) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the CONSULTANT is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CLIENT's negligent acts in connection with the project and the acts of its contractors, subconsultants or consultants or anyone for whom the CLIENT is legally liable.

Neither the CLIENT nor the CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

8.0 Termination

- 8.1 The CLIENT may terminate this Agreement at any time by giving CONSULTANT ten (10) days written notice. In such event, all finished or unfinished documents prepared by the CONSULTANT shall at the option of the CLIENT become the CLIENT's property, subject to the Terms and Conditions of Section 9.0 of this Agreement.
- 8.2 In the event of termination, the CONSULTANT will be paid for all services performed up to the date of termination, including those expenditures necessary for the orderly termination of work, and all costs of settling or discharging outstanding obligations incurred by CONSULTANT with respect to the terminated services and work under this Agreement.
- 8.3 The CLIENT shall indemnify and hold harmless the CONSULTANT from all damages, claims, losses, and expenses including attorney's fees, arising out of, or resulting from the re-use of the documents, including plans and specifications by the CLIENT or its other design professionals.

9.0 Use and Ownership of Documents

- 9.1 The CLIENT acknowledges the CONSULTANT's construction documents, including electronic files, as instruments of professional service. Nevertheless, the final construction documents prepared under this Agreement shall become the property of the CLIENT upon completion of the services and payment in full of all monies due to the CONSULTANT. The CLIENT shall not reuse or make any modification to the construction documents without the prior written authorization of the CONSULTANT. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees, and subconsultants (collectively, CONSULTANT) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction



documents by the CLIENT or any person or entity that acquires or obtains the construction documents from or through the CLIENT without the written authorization of the CONSULTANT.

9.2 Reproducible copies of these documents will be retained by the CONSULTANT.

9.3 All documents prepared under this Agreement are confidential and the CONSULTANT agrees that they shall not be made available to any individual or organization without the express written approval of the CLIENT.

10.0 Subconsultants

10.1 Work to be performed by Subconsultants under the Agreement shall not commence prior to receipt of written approval of the Subconsultant by the CLIENT. Such approval shall not be unreasonably withheld, and CLIENT agrees to inform CONSULTANT of its decision within three (3) days of notification of the selected Subconsultant(s). Schedule delays resulting from CLIENT's failure to act in a timely manner in approving recommended Subconsultants will be the responsibility of the CLIENT.

11.0 Method of Payment

11.1 The CONSULTANT shall submit to the CLIENT monthly invoices for work performed. Each invoice shall be rendered in accordance with the CONSULTANT's standard invoicing practice and shall contain the amount due for the current period.

11.2 CLIENT agrees to make payments to the CONSULTANT within twenty (20) days of the date of invoice. A financing charge of 1.5 percent per month, from date of invoice, will be added to all amounts more than thirty (30) days past due. In addition to the other remedies and provisions of this Agreement with respect to payment, CONSULTANT may, after giving seven (7) days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due CONSULTANT and/or any of its consultants for services and expenses.

11.3 Full and timely payment of all amounts due and owing to the CONSULTANT is the sole responsibility of CLIENT and may not be subject to any third-party agreements.

11.4 Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, CONSULTANT shall be entitled to full reimbursement of all such costs as part of this Agreement.

12.0 Dispute Resolution

12.1 **Mediation.** The CONSULTANT and CLIENT agree that any claims, disputes, or other matters in questions between the parties ("claims") arising out of or relating to this Agreement or breach thereof shall be subject to nonbinding mediation as prerequisite to further legal proceedings. Unless the parties mutually agree otherwise, mediation shall be in accordance with the construction Industry Mediation Rules of the American Arbitration Association currently in effect. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the project is located unless another location is mutually agreed upon.



12.2 **Litigation.** If the parties are not able to resolve disputes by mediation and become involved in litigation, any suit under this agreement shall be filed in in the place where the project is located.

13.0 Force Majeure

13.1 The CONSULTANT shall not be liable for failure to perform or for delay in performance of this Agreement which arises out of causes beyond the control and without the fault or negligence of the CONSULTANT.

14.0 Certification of Nonsegregated Facilities

14.1 The CONSULTANT certifies that it does not maintain, and will not maintain nor provide for its employees, facilities which are segregated on the basis of race, color, religion, or national origin.

15.0 Successors and Assigns

15.1 Each of the parties binds itself, its partners, successors, assigns and/or legal representatives to the other party, his partners, successors, assigns, and/or legal representatives to the provisions of this Agreement.

16.0 Consequential Damages

16.1 CONSULTANT and the CLIENT waive consequential damages, including but not limited to damages for loss of profits, loss of revenues and loss of business opportunities, for claims, disputes, or other matters in question arising out of or relating to this Agreement.

17.0 Miscellaneous Provisions

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

17.2 The proposal language of certificates, certifications, affidavits, or assignments requested of the CONSULTANT or CONSULTANT's consultants shall be submitted to CONSULTANT for review and approval at least fourteen (14) days prior to execution. The CLIENT shall not request affidavits, certificates, or certifications that would require expertise, knowledge, or services beyond the scope of this Agreement and/or the qualifications or competence of the CONSULTANT.

17.3 Since the CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the CONSULTANT's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of CONSULTANT's experience and qualifications. They represent the CONSULTANT's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. The CONSULTANT cannot and does not guarantee that proposals, bids, or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by the CONSULTANT. If prior to the Bidding or Negotiating Phase, the CLIENT wishes greater assurance as Total Project or Construction Costs, CLIENT shall employ an independent cost estimator.



18.0 Extent of Agreement

- 18.1 In entering this Agreement, Client has relied only upon the representations (a) set forth in this Agreement; or (b) implied in law. No verbal representations, or statements shall be considered as part of this Agreement or a basis upon which the CLIENT relied in entering into this Agreement. No statements, representations, or understandings, unless contained herein, exist between the CLIENT and the CONSULTANT.
- 18.2 This Agreement represents the entire agreement between the CLIENT and CONSULTANT and supersedes all previous negotiations, proposals, and representations. This Agreement may be amended only by a written amendment signed by both the CLIENT and CONSULTANT.



Memorandum

To: Stoneham School Building Committee
From: Joel Seeley
Project: New Stoneham High School
Re: Designer Amendment No. 19: Topographic Survey to Support Traffic Design Services
Distribution: Stoneham School Building Committee (MF)

Date: 11/8/2021
Project No.: 20033

DESIGNER AMENDMENT NO. 19: TOPOGRAPHIC SURVEY TO SUPPORT TRAFFIC DESIGN SERVICES

FEE: \$8,800.00

REASON: Provide Topographic Survey to Support Traffic Design Services

BUDGET AVAILABILITY: This Amendment would be funded out of MSBA ProPay Code 0203-9900, Other Reimbursable Costs Budget, which has a balance of \$312,300.

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 19

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 November 8, 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. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services:

	Original Contract	Prior Amendments	This Amendment	After this Amendment
Feasibility Study Phase	\$ 175,000.00	\$ 71,733.64	\$ 0.00	\$ 246,733.64
Schematic Design Phase	\$ 245,000.00	\$ 106,259.50	\$ 0.00	\$ 351,259.50
Design Development Phase	\$ 0.00	\$ 3,806,559.00	\$ 8,800.00	\$ 3,806,559.00
Construction Document Phase	\$ 0.00	\$ 4,921,000.00	\$ 0.00	\$ 4,921,000.00
Bidding Phase	\$ 0.00	\$ 1,124,800.00	\$ 0.00	\$ 1,124,800.00
Construction Phase	\$ 0.00	\$ 3,936,800.00	\$ 0.00	\$ 3,936,800.00
Completion Phase	\$ 0.00	\$ 423,600.00	\$ 0.00	\$ 423,600.00
Total Fee	\$420,000.00	\$14,390,752.14	\$ 8,800.00	\$14,819,552.14

This Amendment is a result of: Providing Topographic Survey to Support Traffic Design Services to be funded out of MSBA ProPay 0203-9900.

2. The Construction Budget shall be as follows:

Original Budget:	\$ <u>153,418,660.00</u>
Amended Budget	\$ <u>153,418,660.00</u>

3. The Project Schedule shall be as follows:

Original Schedule:	<u>June 2025</u>
Amended Schedule	<u>June 2025</u>

4. 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

11.4.2021

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

Re: Stoneham High School / Additional Services #19 Attachment F

Dear Mr. Sheehan,

As requested, and required, attached, and noted herein, are the additional services for the topographic survey detail required for the design of the proposed improvements on Franklin Street at the intersection of Franklin Street at the Stoneham High School Driveway and Franklin Street at Stevens Street and Benjamin Terrace in Stoneham, Massachusetts. We have attached the proposal, for your reference, from Vanasse & Associates to Nitsch Engineering for Topographic Survey work for the Design Development through Closeout phases of the project.

Project Overview

The additional service request is for Topographic Survey work in the Design Development through Closeout phases 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.

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.

Topographic Survey Work	\$8,000
Perkins&Will 10% Mark up	<u>\$ 800</u>
Total Additional Services #19	\$8,800

Thank you,



Principal, Practice Leader for Perkins&Will

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

MEMORANDUM

TO: Denis R. Seguin, PLS
V.P., Director of Land Surveying
Nitsch Engineering
2 Center Plaza, Suite 430
Boston, MA 02108

FROM: Stephen M. Boudreau, P.E
Partner
Vanasse & Associates, Inc.
35 New England Business Center Drive
Suite 140
Andover, MA 01810

DATE: November 2, 2021

RE: 9000

SUBJECT: Survey Request
Franklin Street Improvements
Stoneham, Massachusetts

The following topographic survey detail is required for the design of the proposed improvements on Franklin Street at the intersection of Franklin Street at the Stoneham High School Driveway and Franklin Street at Stevens Street and Benjamin Terrace in Stoneham, Massachusetts.

The limits of the survey are described below and illustrated on the attached figures.

Franklin Street at Stoneham High School Driveway/Franklin Place - Figure 1

On Franklin Street begin at a point approximately 225' west of the intersection with the Stoneham High School Driveway/Franklin Place and continue east along Franklin Street to a point approximately 250' east of the intersection (475' east of starting point). On the Stoneham High School Driveway/Franklin Place entrance and exit lanes (including the residential driveway), extend approximately 100' from Franklin Street toward the school, if survey has not been recorded in this area. Survey is requested 10' beyond the back of sidewalk or to the right-of-way line on all streets/drives, whichever is greater. Please refer to the attached Figure 1 for the specific areas requested.

Franklin Street at Stevens Street & Benjamin Terrace - Figure 2

On Franklin Street begin at a point approximately 125' west of the intersection with Stevens Street and Benjamin Terrace and continue east along Franklin Street to a point approximately 125' east of the intersection (250' east of starting point). On Stevens Street, continue 25' to the north. On Benjamin Terrace, continue 25' to the south. Survey is requested 10' beyond the back of sidewalk or to the right-of-way line, whichever is greater. Please refer to the attached Figure 2 for the specific areas requested.

The horizontal datum shall be based on the North American Datum (NAD83) registered to the Massachusetts State Plane Coordinate System (Mainland Zone) and the vertical datum be based on the North American Vertical Datum of 1988 (NAVD88).

Highway Survey – The Surveyor shall conduct a topographic survey within the project limits. The Surveyor shall perform the following:

- Establish horizontal and vertical control.



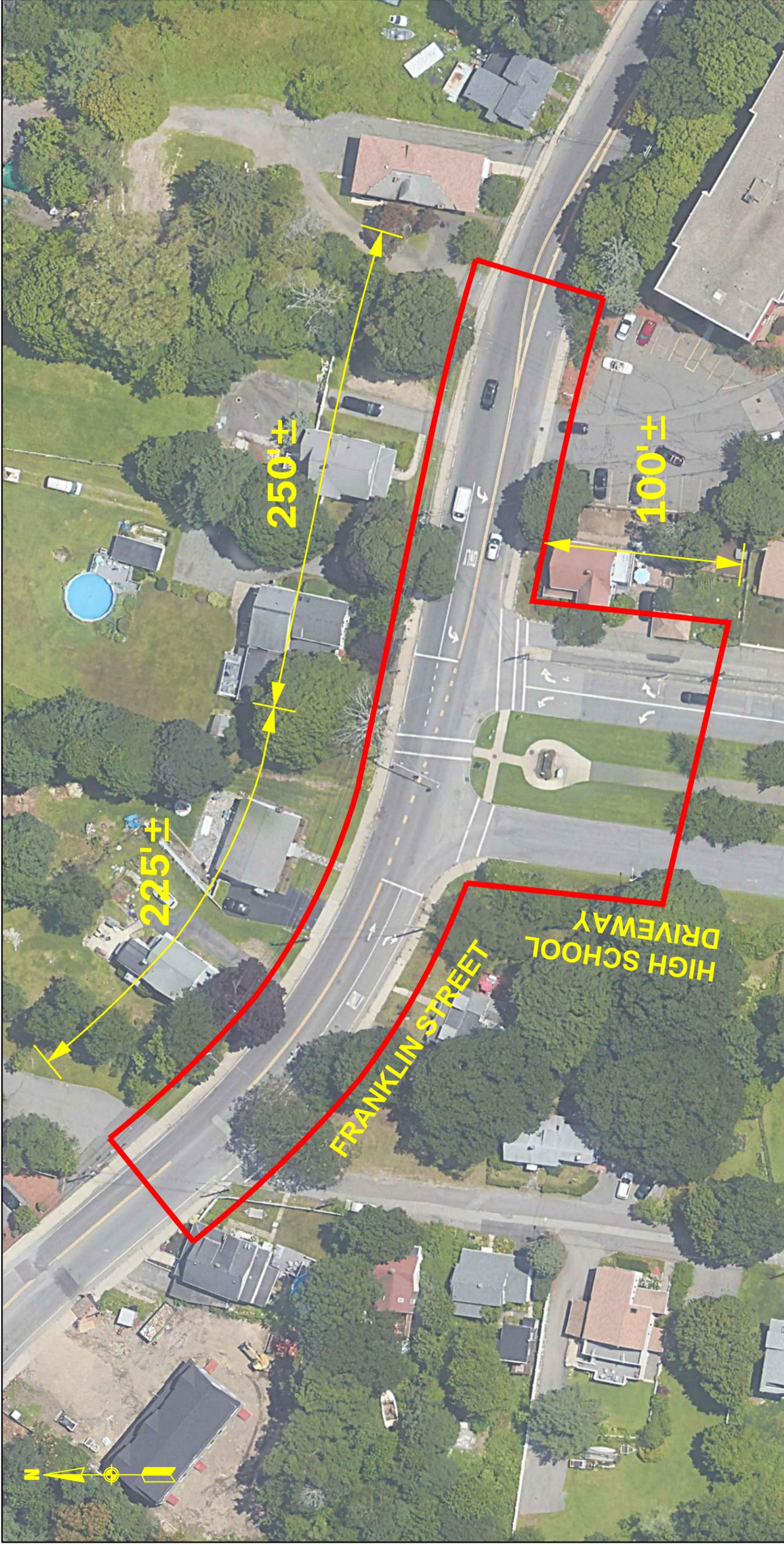
- Establish coordinates and closed set of baselines for streets. Reproduce historical baselines. The historic baselines with layout number (if applicable), year and jurisdiction (state or town) shall be plotted on the plan.
- Locate surface detail including signs, utility poles, guardrail, traffic signal equipment, driveways, trees (tree line and any individual trees 9" or greater in diameter, include only if needed), fences, walks, mailboxes, etc.
- Locate edge of pavement, top and bottom of curb, shoulders, sidewalks, pavement markings, crowns, shoulder breaks etc.
- Locate existing ground in a cross-sectional format at 50-foot intervals, including but not limited to break points in pavement, top/bottom of curb, back of sidewalk, top/bottom of slope, driveways and other critical locations. The survey shall extend to the ROW line or top/bottom of slope [specify a distance beyond the existing ROW, if necessary].
- ~~Locate all wetland flags delineating wetland boundaries.~~
- Locate utilities that are visible or marked out in the field.
- Obtain pipe sizes, invert and rim elevations and material, and detail sketches for drainage structures and surface information only for sanitary structures.
- Provide benchmarks and traverse.
- Reduce, check, and plot survey data at 20 scale. ~~Surface detail shall include buildings, doorways, curbs, sidewalks, utility poles, utility covers, rights-of-way, etc. with sufficient detail to create an accurate three-dimensional model.~~
- Utility Research – For locations specifically requested in the descriptions above, the Surveyor shall obtain plans from private and public utilities within the project limits and plot the information on the prepared base plans. Subsurface utilities will be located based on record data and will be approximate.

Right-of-Way Research. The Surveyor shall research the roadway layout/right of way within the project limits on both sides of all intersecting roadways described herein for information regarding limited access provisions, abutting parcel ownership, ~~deed restrictions, utility easements, restrictive covenants, etc., at MassDOT, the municipality, and the Registry of Deeds.~~ The information with layout number and year, and jurisdiction (state or town) shall be plotted on the plan. Approximate property lines shall also be plotted on the plan.

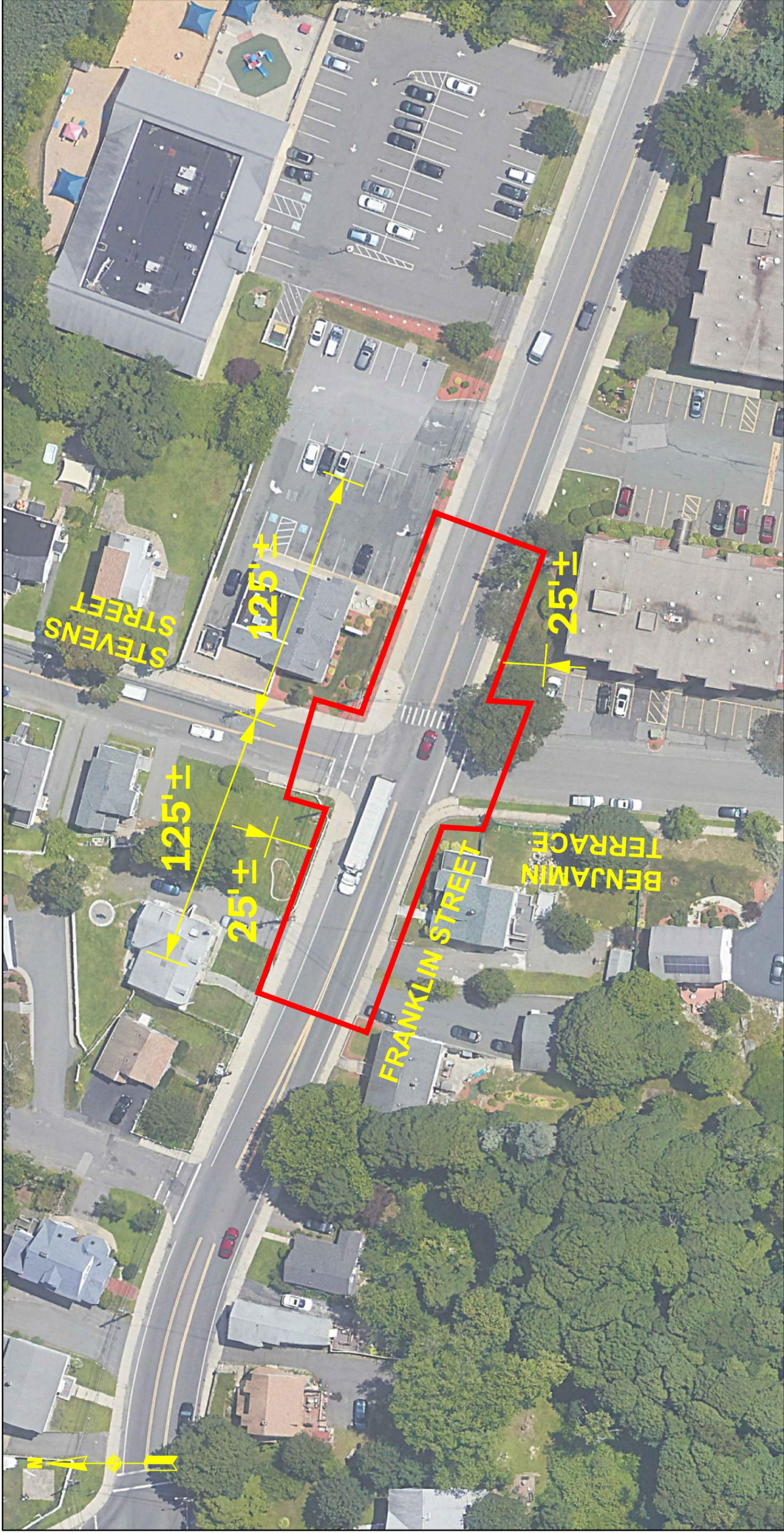
The survey data shall be provided in AutoCAD Civil 3D 2018 or compatible format and shall conform to the latest MassDOT Highway Division CAD Standards (March 2019). Please include all project data (surface, points, and alignments) with the submission. Text shall be written parallel to the page orientation at 20 scale (1/10" letter height typical for existing text).

If you have any questions or require additional information, please do not hesitate to call me at 978-474-8800.

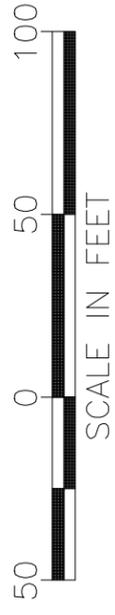
cc: File



Survey Request
 November 2021
 Figure 1



Survey Request
 November 2021
 Figure 2



ATTACHMENT B

CONTRACT FOR PROJECT MANAGEMENT SERVICES

AMENDMENT NO. 1

WHEREAS, the Town of Stoneham (“Owner”) and Symmes, Maini & McKee Associates, Inc. (SMMA), (the “Owner’s Project Manager”) (collectively, the “Parties”) entered into a Contract for Project Management Services for the Stoneham High School Project (Project Number 201802840505) at the Stoneham High School on March 9, 2020 “Contract”; and

WHEREAS, effective as of November 8, 2021, the Parties wish to amend the Contract, as amended:

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 Owner’s Project Manager 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 Owner’s Project Manager shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services:	Original Contract	Prior Amendments	This Amendment	After this Amendment
Feasibility Study Phase	\$ 56,000.00	\$ 0.00	\$ 0.00	\$ 56,000.00
Schematic Design Phase	\$ 49,000.00	\$ 0.00	\$ 0.00	\$ 49,000.00
Design Development Phase	\$ 0.00	\$ 0.00	\$ 380,000.00	\$ 380,000.00
Construction Document Phase	\$ 0.00	\$ 0.00	\$ 640,000.00	\$ 640,000.00
Bidding Phase	\$ 0.00	\$ 0.00	\$ 180,000.00	\$ 180,000.00
Construction Phase	\$ 0.00	\$ 0.00	\$ 3,185,100.00	\$ 3,185,100.00
Completion Phase	\$ 0.00	\$ 0.00	\$ 220,000.00	\$ 220,000.00
Total Fee	\$105,000.00	\$ 0.00	\$ 4,605,100.00	\$ 4,710,100.00

This Amendment is a result of: Providing Owner’s Project Management Services from Design Development through Construction Administration and Completion Phases.

3. The Construction Budget shall be as follows:

Original Budget:	<u>\$153,418,660.00</u>
Amended Budget	<u>\$153,418,660.00</u>

4. The Project Schedule shall be as follows:

Original Schedule:	<u>June 2025</u>
Amended Schedule	<u>June 2025</u>

5. The Authority's standard OPM Contract Amendment for CM at Risk, which is attached hereto and incorporated by reference herein, is made a part of the Contract in its entirety.

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

IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Owner's Project Manager 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 _____

OWNER'S PROJECT MANAGER

Joel G. Seeley
(print name)

Project Director, Symmes Maini & McKee Associates, Inc. (SMMA)
(print title)

By _____
(signature)

Date _____

June 22, 2021

Mr. Dennis Sheehan
Town Administrator
Town of Stoneham
35 Central Street, Second Floor
Stoneham, Massachusetts 02180

Re: Stoneham High School

*Design Development through Construction Administration
Phase Services Proposal*

SMMA No. 20033

Dear Mr. Sheehan:

We are pleased to submit our proposal for Owner's Project Manager Services for the Design Development thru Construction Administration Phases for the new Stoneham High School Project.

PROJECT DESCRIPTION

The new Stoneham High School is a 207,827 square feet grades 9-12 high school to be constructed on the site of the current school. The estimated construction budget is \$153,418,660 and the estimated total project budget is \$189,593,594.

SCOPE OF SERVICES

Our scope of services will be in accordance with the Contract for Owner's Project Manager Services, dated March 9, 2020, amended by this proposal to include the services described in Article 8 for the Construction Manager at Risk delivery process, attached herein. The scope of services are generally described below:

Project Administration

- Develop and maintain a project communications plan for the project duration
- Maintain and update the Project Website
- Assist designer in obtaining approvals for all MSBA design submissions
- Assist Stoneham School Building Committee (SSBC) in preparation of all information, documentation and reports required by MSBA
- Prepare agendas for SSBC and subcommittee meetings and record minutes
- Attend meetings with Town departments and designer and review designer's meeting minutes for completeness and accuracy
- Prepare monthly MSBA project reports
- Attend School Department and designer meetings and review designer's meeting minutes for completeness and accuracy
- Track compliance with MBE/WBE requirements for designer, CM and vendors, submit reports to MSDO
- Track compliance with certified payroll requirements for the CM, subcontractors and vendors
- Maintain complete and comprehensive files of all project documents

Financial

- Assist in the development of the Total Project Budget, maintain and update the budget throughout project term
- Assist in the development, review and approval of the Project Scope and Budget Agreement, Project Funding Agreement and the Project Funding Agreement Amendment with the MSBA
- Maintain project budget records, by category, in a format that tracks MSBA reimbursable/ non-reimbursable costs
- Develop and maintain project cashflow projections
- Review all applications for payment and invoices submitted, provide payment recommendations and record all invoices against the Total Project Budget
- Review MSBA monthly Progress Payment Request Forms for reimbursement

Design Development and Construction Documents Phases

- Maintain and update Project Budget and Schedule
- Coordinate MSBA Commissioning Agent documents, document reviews and recommendations with designer
- Work with designer and CM to develop schedule for production of early bid packages, ensure that designer is designing to budget and schedule for each phase
- Provide oversight of designer and CM activities, review estimates, reconcile variances with designer and CM
- Perform design document and coordination reviews at Design Development, 60% Construction Documents and 90% Construction Documents
- Perform constructability review of design elements, ZNE envelope detailing and waterproofing
- Perform mechanical, electrical, plumbing and fire protection systems review
- Review structural documents, prepare RFP for independent structural peer review firm in accordance with State Building Code and manage their activities
- Review progress and compliance with LEED Scorecard and ZNE goals

Cost Estimating

- Coordinate the preparation of multiple construction cost estimates by designer and CM
- Review construction estimates prepared by CM and designer, analyze and track estimates to Project Budget, prepare cost estimate submissions to MSBA
- If design phase estimates exceed budget, consult with SSBC, designer and CM, and recommend modifications needed to maintain budget

Scheduling

- Develop overall Project Baseline Schedule and detailed Milestone Schedule, incorporate CM's construction schedule when developed
- Assess actual project progress to baseline schedule, report variances to SSBC
- In the event of schedule slippage, consult with SSBC, designer and CM to develop recovery schedule activities
- Advise SSBC on recommended recovery schedule activities, when required

Construction Phase

- Provide full-time on-site project management from start of site construction to substantial completion and project close-out
- Monitor designer's and CM's construction administration activities to ensure timely decisions
- Perform quality control inspections of work to verify compliance with contract documents
- Monitor CM's compliance with contract documents and quality control specifications
- Develop and maintain a Rolling Completion List of non-conforming items to mitigate punch list items
- Ensure all construction personnel and vendors have passed CORI checks
- Ensure enforcement of zero tolerance policies regarding student/ staff non-contact, foul language, and smoking
- Consult daily with Principal regarding construction activities, impacts, issues, and resolve with CM
- Coordinate scheduling and reporting of independent testing agency, ensure reports are distributed and tracked
- Review and comment on CM's schedule of values and baseline schedule
- Prepare and maintain detailed daily and monthly reports recording all project data and activity
- Maintain and update on a daily basis, if needed, current contract drawings, specifications & logs
- Take extensive daily photographs of progress, record and maintain project's photo log
- Identify potential issues and report to designer and CM, maintain project issues log, track to resolution
- Review designer's and CM's monthly requisition for payment
- Assist designer with identification of punch list items
- Ensure CM provides all project close-out documents and as-builts
- Ensure all training on systems and equipment is provided by CM

Change Order Reviews

- Review all change order submissions and schedule extension claims
- Maintain detailed change order log, proposed change order log, contingency log, and track all potential change orders against project budget
- Track time and material change order work, when utilized as basis for changes

Procurement

- Schedule and oversee Trade Contractor Pre-Qualification process
- Review CM proposed non-Trade Contractors list
- Prepare work scopes, request for qualifications and assist the SSBC in selection of independent testing agency
- Negotiate and oversee the development of the guaranteed maximum price and amendments

FF&E and Move Management

- Coordinate with designer and CM on delivery and installation schedule of FF&E
- Confirm onsite receipt of FF&E from vendors, inform designer when delivered shipments are ready for punchlist by designer
- Coordinate site and building access for the FF&E vendors
- Prepare RFP for relocation services by movers and other vendors and manage their activities
- Coordinate CM's pre-requisite construction activities required for each phase move
- Coordinate with School Department on all move-in activities and dates

Commissioning/ZNE

- Coordinate with MassSave ZNE consultant to ensure designer and CM are in compliance with ZNE requirements
- Coordinate ZNE consultant activities for energy model updating, systems and envelope requirements and District operation to meet 25 EUI goal
- Manage and schedule commissioning agent activities
- Coordinate and schedule comprehensive building systems, envelope inspection and testing, including infrared surveys by commissioning agent
- Track all issues identified by the commissioning agent, follow-up actions requirement by designer and CM thru successful resolution
- Ensure final commissioning report is submitted in a timely manner to MSBA and for LEED submission

PROJECT SCHEDULE

We anticipate the following milestones for the Project Schedule:

- | | |
|----------------------|---|
| • November 3, 2021 | Commence Design Development |
| • April 8, 2022 | Complete Design Development |
| • May 18, 2021 | Early Site Package |
| • June 20, 2022 | Complete 60% Contract Documents and Early Foundation and Structural Package |
| • June 20, 2022 | Commence Construction on Site |
| • September 12, 2022 | Complete 90% Contract Documents |
| • November 4, 2022 | Complete 100% Contract Documents |
| • June 15, 2024 | Complete Phase 1 - Building Construction |
| • May 31, 2025 | Complete Phase 2 – Complete Playfields |

The construction phase services shall commence with the issuance of the notice to proceed to the Construction Manager and shall terminate on project closeout with the issuance of final payment to the Construction Manager or 60 days after the scheduled date of substantial completion of Phase 2.

Mr. Dennis Sheehan

June 22, 2021

COMPENSATION

Our fee for basic services for the Design Development thru Construction and Closeout Phases shall be a lump sum fee of Four Million Six Hundred Five Thousand One Hundred Dollars (\$4,605,100.00). The fee per each phase is as defined below.

The fee breakdown for the project is as follows:

Design Development	\$ 380,000.00
Contract Documents	\$ 640,000.00
Bidding	\$ 180,000.00
Construction Administration	\$3,185,100.00
<u>Closeout</u>	<u>\$ 220,000.00</u>
Total	\$4,605,100.00

Expenses to be included in the lump sum compensation:

- Transportation
- Reproduction and Printing
- Delivery and Postage
- Telephone and Faxes

The total fee, Feasibility Study through Construction and Closeout Phases represents a 3.35% fee based on the estimated Construction Budget.

CLARIFICATIONS

The additional services hourly rates listed in Attachment A of the Contract for Owner's Project Manager Services, dated March 9, 2020 shall be subject to SMMA's annual salary adjustments, provided the maximum increase in any given year shall be limited to 4%.

The staff listed in the Organizational Chart within SMMA's 1/22/20 proposal, shall remain consistent for the project.

The staff commitments listed for the Construction Administration phase during SMMA's interview on 2/7/20, will be considerably increased and augmented due to the size, scope and complexity of the now defined project. For instance, on average the time allocated for Joel Seeley and Sarah Traniello will increase to 70% and 80% respectively. A full time on-site project manager will be added to the team at approximately the commencement of steel erection and remain for the construction duration and a third will be added to assist in FFE and move management commencing in the spring of 2024. Other staff will be added as needed to address the specific tasks listed above during the duration of the construction phase.

Mr. Dennis Sheehan

June 22, 2021

We look forward to continuing our work with you and the SSBC on this exciting project. I will call you to review.

Very truly yours,

SMMA | Symmes Maini & McKee Associates



Joel G. Seeley
Project Director

cc: Contract File, R. Smith, S. Traniello (MF)

enclosures: Article 8 of the Contract for Owner's Project Manager Services

Memorandum

To: Stoneham School Building Committee
From: Joel Seeley
Project: New Stoneham High School
Re: Construction Management at Risk – Notice-To-Proceed with Preconstruction Services
Distribution: School Building Committee (MF)

Date: 11/8/2021
Project No.: 20033

NOTICE TO PROCEED WITH PRECONSTRUCTION SERVICES

FEE: \$258,528.00
REASON: Provide PreConstruction Services

BUDGET AVAILABILITY: This Notice-To-Proceed for Consigli Construction Co., Inc. would be funded out of MSBA ProPay No. 0501-0000, CM PreConstruction Services, which has a balance of \$258,528.00.

TOWN OF STONEHAM
AGREEMENT FOR CONSTRUCTION MANAGER AT RISK SERVICES
OWNER-CONSTRUCTION MANAGER AGREEMENT
STONEHAM HIGH SCHOOL

NOTICE TO PROCEED WITH PRECONSTRUCTION SERVICES

This Notice To Proceed is executed this 8th day of November 2021, by the Awarding Authority, Town of Stoneham, hereinafter referred to as the “Owner”, acting by and through the School Building Committee, and Consigli Construction Co., Inc, hereinafter referred to as the “Construction Manager” or “CM” for the PreConstruction Services in accordance with Article 6.2 of the Agreement in the amount of Two Hundred Fifty Eight Thousand Five Hundred Twenty Eight Dollars (\$258,528.00.)

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in triplicate as of the date set forth above.

OWNER
TOWN OF STONEHAM

CONSTRUCTION MANAGER
CONSIGLI CONSTRUCTION CO., INC.

By: _____

Name: Dennis Sheehan

Title: Town Administrator

By: _____

Name: Todd McCabe

Title: Vice President of Project Services

Memorandum

To: Stoneham School Building Committee
From: Joel Seeley
Project: New Stoneham High School
Re: Photovoltaic Vendor Procurement Consultancy Services
Distribution: Stoneham School Building Committee (MF)

Date: 11/8/2021
Project No.: 20033

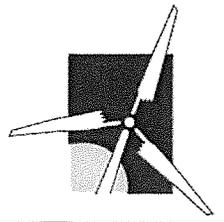
RETAIN SUSTAINABLE ENERGY ADVANTAGE, LLC (SEA) TO ASSIST THE TOWN IN PROCURING THE PHOTOVOLTAIC VENDOR

Task 1, as described in SEA Proposal, dated September 27, 2021 in the amount of \$5,000 to be funded by the project. The Town has applied for a META grant, with the expectation to fund Task 2.

FEE: \$5,000.00

REASON: Assist Town in procuring the Photovoltaic Vendor.

BUDGET AVAILABILITY: This Amendment would be funded out of the Feasibility Study balance, MSBA ProPay Code 0004-0000, Other (Owner's Contingency) Budget, which has a balance of \$8,755.



Sustainable Energy Advantage, LLC

161 Worcester Rd, Suite 503, Framingham, MA 01701 • 508.665.5850 • www.seadvantage.com

Project: Stoneham High School Solar RFP **Statement of Work #01– September 27, 2021**

Sustainable Energy Advantage, LLC Support Services to Town of Stoneham **Pursuant to Consulting Engagement Letter dated September 27, 2021**

Background:

The Town of Stoneham (Stoneham) seeks support and assistance with soliciting and evaluating bids for a third-party owned solar photovoltaic project on the campus of its new High School at 149 Franklin Street Stoneham, MA 02180. Stoneham is committed to working toward a 25 Energy Use Intensity (EUI) score and net zero consumption via on site renewable energy, while minimizing its net electricity costs. Incentives in the form of the SMART program, net metering, demand response programs, Clean Peak Energy Standard provides, high retail electric rates to avoid, etc. all provide opportunities for economic solar photovoltaic (PV) development. Importantly, the new provisions of the SMART program require projects over 500 kW_{AC} to be paired with a qualified energy storage system. As the proposed high school is projected to have ~1,500 MWh of annual consumption, SMART program participation will require a solar project of over 1000 kW_{DC} to attain its net zero energy consumption goals. Regardless, the Stoneham High School campus has sufficient space to host such a substantial project, and any request for proposal (RFP) will need to incorporate the pairing of storage into its requirements.

Sustainable Energy Advantage, LLC (SEA) a leader in Massachusetts and regional renewable energy consulting, has expertise in the SMART program, including drafting and implementing requests for proposals for third-party owned solar w/ storage systems.

Overall Scope and Issues:

SEA proposes to lead in drafting, soliciting, and assessing bids via a RFP for a third-party owned solar project at the Stoneham High School campus that will attain the net zero goals while minimizing the high school's net energy costs considering market and operational risk. SEA will take the lead in aspects of the project including:

- creation of the RFP document and price bid form;
- leveraging its industry contacts to urge developers to provide bids;
- creation of a bid evaluation matrix;
- work with a working committee, identified by Stoneham, to make recommendations on choice of bid winner; and,
- aid Stoneham in negotiating contract terms and conditions with a selected bidder.

SEA is proposing to include Seal Rock Energy, a solar PV interconnection specialist, as a subcontractor to provide expertise including submitting an interconnection pre-application report along with interpretation and assessment.

Conversely, it is our understanding that the Town and its consultants will work with SEA on coordinating technical / engineering scope not within SEA's technical expertise domain. Specifically:

- Separate Consultants to the Town will provide school building architectural plans, energy consumption modeling and information / plans associated with sitework under separate contract, not included in this scope.
- The Town will make available to SEA (at no cost to SEA) internal or outside legal counsel and/or Town Staff who will review materials provide by SEA (e.g., draft RFP forms) and provide language pertaining to the RFP's
 - terms and conditions, including legal boilerplate language to be included in the RFP; and,
 - requirements, interpretation and support regarding permitting processes and requirements.

Other items that could decrease the risk to bidders and thus may decrease the ultimate pricing offered to the Town but will not be included because of time and budget constraints include for example, additional geological technical services / borings, civil engineering services, detailed structural plans, etc.

Regardless, the division of responsibilities may evolve, and SEA will collaborate and adapt as to provide Stoneham the most value.

Separately, it is our understanding (and recommendation as the method to extract the most value from a solar w/ storage project) that only projects located behind the Eversource's electric revenue meter (behind-the-meter, BTM), where the project's production primarily is used to offset onsite consumption, and thereby directly lower the High School's electricity utility charges, be considered as consistent within the spirit of the net zero goals.

Tasks:

Task 1: Data Collection and RFP Prose Customization for a Third-party Owned Project.

SEA will work with Stoneham and its consultants to collect and organize data for a request for proposal (RFP) and help draft the prose for the RFP. Specific subtasks SEA will lead or assist with include:

- Collect all relevant information / place in bidder's data room. This should include:
 - Review of modeled building electricity consumption, any optional proposed energy efficiency measures, and contract terms with any competitive generation supplier, if any;
 - Submittal of electric interconnection pre-application report to inform the RFP and bidders of potential constraints and interconnection cost drivers;
 - Site, building, and permitting studies, plans and relevant information; and,
 - Other information as relevant (e.g., Stoneham's discount rate, construction timeline, etc.)
- Provision of a draft RFP document prose wherein Stoneham can
 - work from its own template or work from a template provided by SEA (and previously used by Acton Boxborough Regional School District)
 - include its preferences for customer terms and conditions (T&Cs) and have Stoneham's counsel edit and review for consistency with Stoneham preferences (e.g., what procurement authorization will be used, need for T&Cs align with expectation of school building bond issuance, site access, Town support that will be provided to winning bidder, insurance, liability, decommissioning assurance, indemnification, expense allowance, etc.)
- Customization of the RFP to solicit bids from potential third-party project developers that elicits apple-to-apples bids via spreadsheet bid form. Importantly to elicit comparable and competitive quotes, the RFP will as far as it is able:
 - Include many assumptions regarding the high school campus' site availability and constraints (e.g., / road setbacks, roof use, etc.), permitting assumptions, electricity use patterns, electricity costs, prototypical meteorological data in order calculate modeled project production, SMART Program Incentive Block and Adder Tranche attained (if any), net metering status, interconnection and other costs, Stoneham's assumed discount rate (in order to compute the net present value of revenue streams), property tax rates (as applicable), inflation rates, etc.

Task 2: Assist w/ Solicitation and Signing of Agreement to Host a Third-party Owned Project.

SEA will work with Stoneham and its consultants to finalize the RFP and help manage the solicitation process through contract signing. Specific subtasks SEA will lead or assist with include:

- Creation of a Price Bid Form.
 - The BTM bid form will be more complicated than a typical net metering PPA Price bid form Stoneham may have previously used. The goal of the bid form will be for Bidder's to minimize Stoneham's net costs as the sum of the following over an assumed first 20-years of the project.
 - Project Delivered Energy Costs;
 - Project Consumed Energy Costs (if AC-coupled storage);
 - Demand Management Benefits; and,
 - Electricity Market / Program Participation Revenue (e.g., Connected Solutions, Clean Peak Energy Certificates, ISO-NE Forward Capacity Market, etc.).
 - The spreadsheet-based Price Bid Form will be structured to elicit each of the following:

- Base Project that Minimizes Risk for Stoneham (i.e., minimizes Project Delivered Energy Costs/kWh with no shared savings) given an array of assumptions;
 - Base Project with Stipulated Shared Savings for Stoneham (i.e., minimizes Stoneham's Net Costs/kWh) given the array of assumptions described above, plus the fraction of sharing of Demand Management Benefits and Electricity Market / Program Participation Revenue with Stoneham; and,
 - Opportunity for an Optimized Project(s) option as proposed by the Bidder relaxing some assumptions to allow for Bidder to provide project optimization. Note, this will not elicit an apples-to-apples comparison.
 - To create the Price Bid Form for BTM bids, SEA will either use a modeled 8760 load curve (customized for the new Stoneham High School and provided by the Town's consultants) or adapt a publicly available 8760 load shape (e.g., a Eversource load shape or U.S. EIA load shape that we can align with 8760 TMY data) and match it as best as possible to the high school's expected monthly consumption. We will then incorporate assumptions into the spreadsheet Form, including forecast assumptions of:
 - Base Case SMART Revenue Block and Adder Tranches obtained (if any)
 - For 20 years (in nominal dollars)
 - Wire charge rates (for the value of avoided consumption and avoided demand charges, e.g., Rate G-3)
 - Retail generation rates
 - Forward Capacity Market pricing
 - ICAP Tag costs
 - ConnectedSolutions (i.e., Active Demand Reduction Program) pricing
 - Clean Peak Energy Certificate values
 - Potentially additional wholesale market revenue, if requested by bidders
 - Stoneham's approximate cost of capital (so we can calculate a net present value of the net cost streams)
 - Etc.
- The RFP also will seek bidder's approach to:
 - Stoneham's insurance impacts (if, any);
 - Roof warranty impacts (if, any);
 - Carport impacts if any (e.g., loss of parking, snowplowing, drainage etc.);
 - Project's operation and maintenance considerations (e.g., battery and inverter warranties/replacement etc.); and,
 - Any other impacts on the use of the property, including plans for project installation including panels, inverters, stanchions, wiring conduits, pad mounts, fences, easements, etc.
- Elicit developers and other market participants to review the bid documents and ultimately bid on the project leveraging SEA's extensive list of qualified industry contacts.
- Help host a Bidder's Meeting and provide follow-up question and answers.
- Respond to bid inquiries, including notification to potential Bidders.
- Proposal evaluation. SEA will work closely with Stoneham and its consultants in focusing on where we can provide the most value and understanding the relative importance of the project's objectives. We propose to create a matrix (with scoring weights) to conduct a structured quantitative and qualitative assessment of the proposals on an apples-to-apples basis. This will result in a preliminary weighted scoring for the proposals (and options) and allow Stoneham to focus evaluation on the proposals that are most favorable. The evaluation process will include closely reviewing each proposal (and their options) and evaluating the proposal for the following:
 - Plausibility and consistency with the market rules and environment. For example, does the proposed configuration allow for participation of a specific revenue streams? Are the assumptions about SMART participation reasonable given the status of Incentive Blocks and Adder Tranche? Is the development timing reasonable for expected duration for conducting an interconnection study and getting to a signed interconnection services agreement?
 - Revenue / savings assumptions. Are the assumptions of current and future rates reasonable / consistent with RFPs requests?

- Allocation of risks and rewards proposed. What is the upside and downside of revenue or bill savings? Program deployment timing? Change of market rules? Downtime for project repair or maintenance? Liability from catastrophic events?
- Vetting the proposal entity or team for market experience, references, financial wherewithal.
- Conditions placed on Stoneham and warranties on execution provided.
- Scoring the proposals given Stoneham's weighted objectives.
- Supporting negotiations
 - As appropriate SEA will assist in negotiations of proposed T&Cs. This may include helping Stoneham focus on the most important proposal aspects to ask for a "best and final" offer, or specific terms where we suggest changes in the wording of proposed terms to better protect or provide more upside to Stoneham. (To be clear, SEA will not be providing legal support as providing legal support can only be done by a law firm, and we understand the Stoneham is already represented by Town and outside Counsel).
- Supporting review of T&Cs
 - As appropriate, SEA will assist in review of T&Cs for solar and storage deployment as project parameters and timeline are finalized.

Task 3: Other related follow-up, research, reporting, and/or recommendations relating to the scope of Task 1 as may be requested by the Client.

SEA Project Manager:

Tom Michelman, Senior Director or other person authorized by **Bob Grace, SEA Managing Director & President** from time to time.

Client Project Manager:

April Lanni, Procurement Officer, or other person authorized by **Dennis Sheehan, Town Administrator**, from time to time.

Timetable and Deliverables:

Task 1:

Work for Task 1 will commence immediately upon notice to proceed from Stoneham for Task 1.

Task 1 steps will include:

- Collecting information to inform the bid RFP. We will work with the team to balance to opposing goals
 - on the one hand the more detailed and closer to final the information provided to potential bidders, the more definitive proposal can be elicited from bidders, with lower likelihood of valid change of scope requests, versus
 - on the other hand, the earlier the RFP and contract is signed, the earlier the project can obtain a SMART Statement of Qualifications and lock-in its Incentive Block and Adder Tranche.
- Drafting the RFP prose which will have multiple turns of edits between SEA, Stoneham and its consultants and will take an estimated 3-6 weeks dependent on pace of edit review cycle.

Task 2:

Work for Task 2 will commence immediately upon notice to proceed from Stoneham for Task 2 and after completion of Task 1. Deliverables will include a spreadsheet-based Price Bid Form and an evaluation matrix of all the proposals with accompanying commentary where appropriate. As appropriate SEA will provide memos and PowerPoint presentations to support this task.

Once all the components of the RFP are finalized a tentative schedule is as follows:

- T + 0 Weeks: Post the RFP and invite potential Bidders;
- T + 2 Weeks: Conduct Bidder's Meeting, virtually. Outside site walk, physically as deemed necessary;
- T + 4 Weeks: Bidders' Questions are due;
- T + 5 Weeks: Full response to questions (amend the RFP as deemed appropriate);

- T + 8 Weeks: Bids are due;
- T + 9 Weeks:
 - Joint Review by Stoneham, its Consultants and SEA, score (SEA will provide the first draft of scoring); and,
 - tentatively pick 2-4 Finalists for Interview;
- T + 10-11 Weeks: Schedule Interview with Finalists and pick a bid winner; and,
- Post T + 11 Weeks: Negotiations with bid winner to finalize terms and conditions.

Task 3: Other related follow-up, research, reporting, financial analysis, model enhancement or operation, presentations, and/or recommendations relating to the scope of Task 1 or Task 2 as may be requested by the Client. Such approval may be conveyed by email.

Charges & Fees:

Task 1: A not-to-exceed fee of \$5,000.

Task 2: A not-to-exceed fee of \$15,000.

Task 3: Specific tasks shall be subject to budgets and/or not-to-exceed limits as mutually agreed and confirmed by Project Manager in writing. SEA will not incur charges in excess of written authorization by Project Manager. Such authorization may be conveyed by e-mail.

Hourly Rates:

Charges will be on a time and materials basis under standard hourly rates, which change each calendar year. The currently-applicable standard rate schedule for calendar year 2021 is as follows in the table below, as applied to individuals, these rates are subject to change for promotions or new hires:

2021 Public Sector/Non-Profit Hourly Rates	
Title	PNP Hourly Rates
Managing Director & President	\$ 294 - 324
Sr. Director	\$ 261 - 292
Director	\$ 239 - 271
Sr. Consultant	\$ 209 - 241
Consultant	\$ 181 - 213
Principal Analyst	\$ 155 - 183
Sr. Analyst	\$ 137 - 161
Analyst	\$ 114 - 127
Research Staff/Fellow I-III	\$ 95 - 161
Research Staff/Intern I-III	\$ 72 - 132
Research Staff	\$ 77 - 111

Direct Expenses: Client shall reimburse SEA for expenses incurred in direct support of this work at cost, including but not limited to travel, lodging, meals, out-sourced telecommunications, copying and other incidental expenses.

Disclaimers: SEA makes no representations or warranties, express or implied, other than those expressly set forth in the Consulting Engagement Letter. Without limiting the foregoing disclaimer, SEA makes no express or implied warranties or representations of any kind of merchantability or fitness for a particular purpose or use or the results Client will obtain from use of the Services or deliverables under the Statements of Work. SEA will not be responsible for incidental, consequential, or any other damages arising out of or in connection with the Services or

materials provided. The Client assumes the sole responsibility for all use of Services and deliverables under all Statements of Work.

SEA Billing Contact:

Kathryn Craddock McKee, kcraddock@seadvantage.com, 508-665-5857

Client Billing Contact

April Lanni, alanni@stoneham-ma.gov, 781-507-2421

Accepted and Agreed to:

By:

Robert C. Grace
Managing Director & President
Sustainable Energy Advantage, L.L.C.

(Date)

Dennis Sheehan
Town Administrator
Town of Stoneham

(Date)

Symmes Maini & McKee Associates, Inc. (SMMA) Stoneham Public School District Stoneham High School		Original PFA Budget 08/18/2021	Budget Revisions	Current Budget	Contract Amount	Expended	(B - C) Remaining Contract Amount	Additional Projected Amount	(A - B - E) Budget Balance
BUDGET / Summary as of: 10/31/2021									
Propay code #	Name			A	B	C	D	E	
	Feasibility Study Agreement								
0001-0000	OPM Feasibility Study	187,500.00	(82,500.00)	105,000.00	105,000.00	105,000.00	-	-	-
0002-0000	A&E Feasibility Study	465,000.00	(45,000.00)	420,000.00	420,000.00	420,000.00	-	-	-
0003-0000	Environmental and Site	60,000.00	114,193.14	174,193.14	174,193.14	147,734.27	26,458.87	-	-
0004-0000	Other	37,500.00	13,306.86	50,806.86	42,051.36	34,551.36	7,500.00	-	8,755.50
	Feasibility Study Agreement Subtotal	\$ 750,000.00	\$ -	\$ 750,000.00	\$ 741,244.50	\$ 707,285.63	\$ 33,958.87	\$ -	\$ 8,755.50
	Administration								
0101-0000	Legal Fees	120,000.00		120,000.00	-	-	-	-	120,000.00
	Owner's Project Manager								
0102-0400	> Design Development	380,000.00		380,000.00	-	-	-	-	380,000.00
0102-0500	> Construction Contract Documents	640,000.00		640,000.00	-	-	-	-	640,000.00
0102-0600	> Bidding	180,000.00		180,000.00	-	-	-	-	180,000.00
0102-0700	> Construction Contract Administration	3,185,100.00		3,185,100.00	-	-	-	-	3,185,100.00
0102-0800	> Closeout	220,000.00		220,000.00	-	-	-	-	220,000.00
0102-0900	> Extra Services	140,000.00		140,000.00	-	-	-	-	140,000.00
0102-1000	> Reimbursable & Other Services	80,000.00		80,000.00	-	-	-	-	80,000.00
0102-1100	> Cost Estimates	-		-	-	-	-	-	-
0103-0000	Advertising	20,000.00		20,000.00	-	-	-	-	20,000.00
0104-0000	Permitting	120,000.00		120,000.00	-	-	-	-	120,000.00
0105-0000	Owner's Insurance	200,000.00		200,000.00	-	-	-	-	200,000.00
0199-0000	Other Administrative Costs	260,000.00		260,000.00	-	-	-	-	260,000.00
	Administration Subtotal	\$ 5,545,100.00	\$ -	\$ 5,545,100.00	\$ -	\$ -	\$ -	\$ -	\$ 5,545,100.00
	Architecture and Engineering								
	Basic Services								
0201-0400	> Design Development	3,233,800.00		3,233,800.00	-	-	-	-	3,233,800.00
0201-0500	> Construction Contract Documents	4,921,000.00		4,921,000.00	-	-	-	-	4,921,000.00
0201-0600	> Bidding	1,124,800.00		1,124,800.00	-	-	-	-	1,124,800.00
0201-0700	> Construction Contract Administration	3,936,800.00		3,936,800.00	-	-	-	-	3,936,800.00
0201-0800	> Closeout	423,600.00		423,600.00	-	-	-	-	423,600.00
0201-9900	> Other Basic Services	-		-	-	-	-	-	-
	BASIC SERVICES SUBTOTAL	\$ 13,640,000.00	\$ -	\$ 13,640,000.00	\$ -	\$ -	\$ -	\$ -	\$ 13,640,000.00
	Reimbursable Services								
0203-0100	> Construction Testing	60,000.00		60,000.00	-	-	-	-	60,000.00
0203-0200	> Printing (over minimum)	40,000.00		40,000.00	-	-	-	-	40,000.00
0203-9900	> Other Reimbursable Costs	320,000.00		320,000.00	-	-	-	-	320,000.00
0204-0200	> Hazardous Materials	269,830.00		269,830.00	-	-	-	-	269,830.00
0204-0300	> Geotech & Geo-Env.	657,170.00		657,170.00	-	-	-	-	657,170.00
0204-0400	> Site Survey	44,000.00		44,000.00	-	-	-	-	44,000.00
0204-0500	> Wetlands	20,000.00		20,000.00	-	-	-	-	20,000.00
0204-1200	> Traffic Studies	209,000.00		209,000.00	-	-	-	-	209,000.00
	Architectural and Engineering Subtotal	\$ 15,260,000.00	\$ -	\$ 15,260,000.00	\$ -	\$ -	\$ -	\$ -	\$ 15,260,000.00

Symmes Maini & McKee Associates, Inc. (SMMA) Stoneham Public School District Stoneham High School		Original PFA Budget 08/18/2021	Budget Revisions	Current Budget	Contract Amount	Expended	(B - C) Remaining Contract Amount	Additional Projected Amount	(A - B - E) Budget Balance
BUDGET / Summary as of: 10/31/2021									
0501-0000	<u>Pre-Construction Services</u>	\$ 258,528.00		258,528.00	-	-	-	-	\$ 258,528.00
0502-0001	<u>Construction Budget</u>	\$153,418,660.00		\$153,418,660.00	\$ -	\$ -	\$ -	\$ -	\$153,418,660.00
CSI Code	CSI Description								
Construction Budget Subtotal		\$153,418,660.00	\$ -	\$153,418,660.00	\$ -	\$ -	\$ -	\$ -	\$153,418,660.00
<u>Alternates</u>									
0506-0000	<u>Alternates</u>	-		-	-	-	-	-	-
Alternates Subtotal		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
0600-0000	<u>Miscellaneous Project Costs</u>								
0601-0000	<u>Utility Company Fees</u>	200,000.00		200,000.00	-	-	-	-	200,000.00
0602-0000	<u>Testing Services</u>	560,000.00		560,000.00	-	-	-	-	560,000.00
0603-0000	<u>Swing Space / Modulares</u>	-		-	-	-	-	-	-
0699-0000	<u>Other Project Costs (Mailing & Moving)</u>	360,000.00		360,000.00	-	-	-	-	360,000.00
0600-0000	Miscellaneous Project Costs Subtotal	\$ 1,120,000.00	\$ -	\$ 1,120,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,120,000.00
0700-0000	<u>Furnishings and Equipment</u>								
0701-0000	<u>Furnishings</u>	1,251,000.00		1,251,000.00	-	-	-	-	1,251,000.00
0702-0000	<u>Equipment</u>								
0703-0000	<u>Computer Equipment</u>	1,251,000.00		1,251,000.00	-	-	-	-	1,251,000.00
Furnishings and Equipment Subtotal		\$ 2,502,000.00	\$ -	\$ 2,502,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,502,000.00
0507-0000	<u>Owner's Construction Contingency</u>	7,670,933.00		7,670,933.00	-	-	-	-	7,670,933.00
0801-0000	<u>Owners' (soft cost) Contingency</u>	3,068,373.00		3,068,373.00	-	-	-	-	3,068,373.00
Contingency Subtotal		\$ 10,739,306.00	\$ -	\$ 10,739,306.00	\$ -	\$ -	\$ -	\$ -	\$ 10,739,306.00
Total Project Budget		\$189,593,594.00	\$ -	\$189,593,594.00	\$ 741,244.50	\$ 707,285.63	\$ 33,958.87	\$ -	\$188,852,349.50

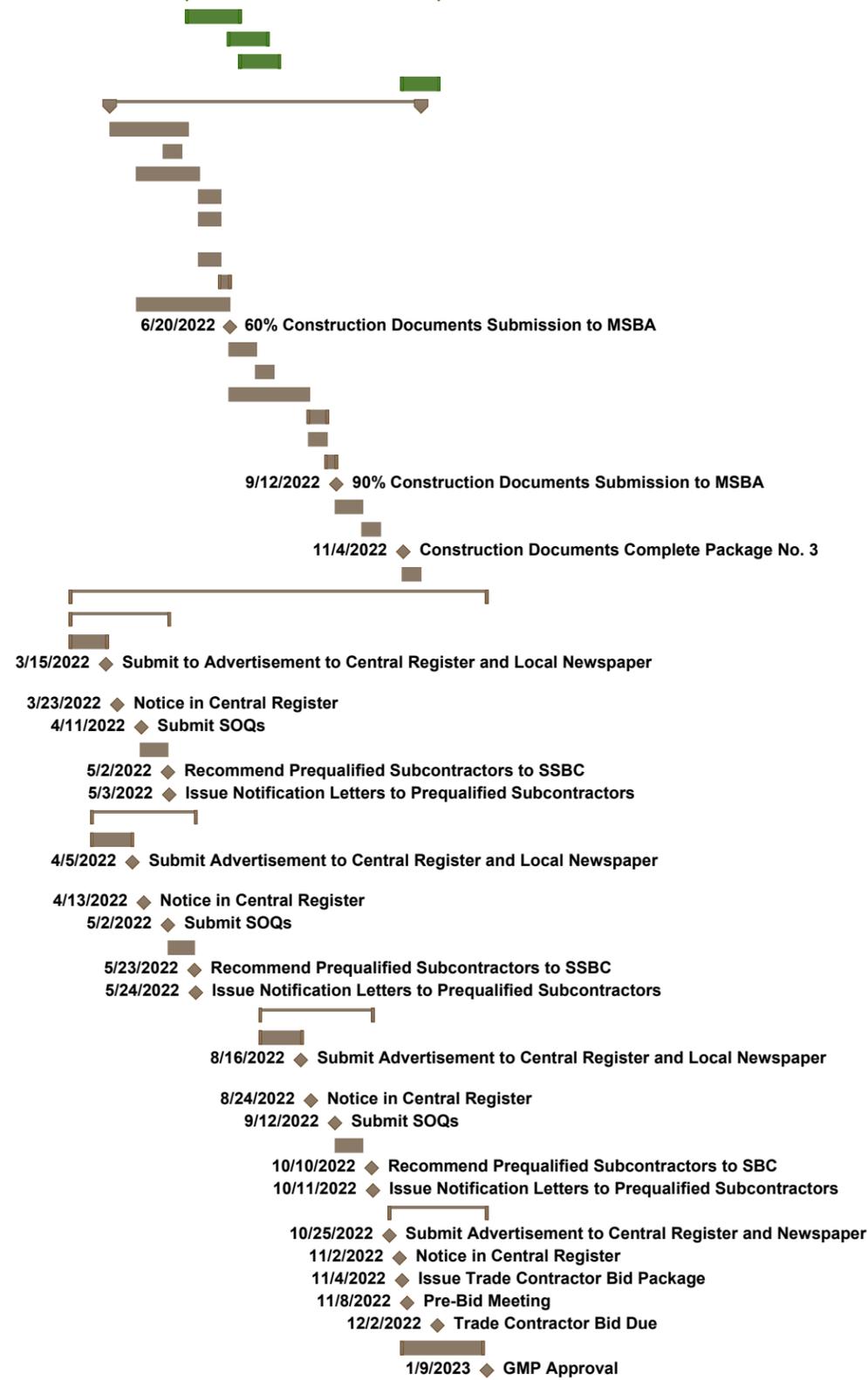
**STONEHAM HIGH SCHOOL
STONEHAM SCHOOL BUILDING COMMITTEE**

All meetings are 7:00 PM unless noted otherwise
MEETINGS SCHEDULE AND AGENDAS
October 19, 2021

DATE	AGENDA
<i>Design Development</i>	
November 8, 2021	SCHOOL BUILDING COMMITTEE MEETING
	Review Design Development Phase Schedule and Deliverables
	Review Permitting Schedule
	Review Overall Project Schedule
	Approve DD-CA Amendments
November 22, 2021	SCHOOL BUILDING COMMITTEE MEETING
	Review Progress Site and Floor Plans
	Introduce Commissioning Agent
	Conservation Commission ANRAD Update
December 6, 2021	SCHOOL BUILDING COMMITTEE MEETING
	Review Progress Site and Floor Plans
	Review Progress Exterior Elevations
	Conservation Commission ANRAD Update
December 20, 2021	SCHOOL BUILDING COMMITTEE MEETING
	Geotechnical Update
	Geothermal Update
	Geoenvironmental Update
	Traffic Update
	Construction Logistics Update
January 10, 2022	SCHOOL BUILDING COMMITTEE MEETING
	Review Site Plan and Floor Plans
	Review Progress Exterior Elevations
	Review Exterior Materials
	Review MEP Systems
January 24, 2022	SCHOOL BUILDING COMMITTEE MEETING
	Review Interior Instructional Spaces
	Review Interior Community Spaces
	Review Interior Materials
February 7, 2022	SCHOOL BUILDING COMMITTEE MEETING
	Review Site Plan and Floor Plans
	Review Exterior Elevations and Updated Materials
	Review Structural Systems
	Review LEED-S Scorecard, Energy Model and Daylighting Model
	Review Construction Logistics
February 22, 2022	SCHOOL BUILDING COMMITTEE MEETING (TUESDAY)
	Review Updated Interior Materials
	Review Architectural Equipment
	Review Instructional Furniture Fixtures and Equipment
	Review Instructional Technology
March 7, 2022	SCHOOL BUILDING COMMITTEE MEETING
	Review Final Site Plan, Floor Plans and Elevations
	Review Final Construction Logistics
	Site Permitting Update
March 28, 2022	SCHOOL BUILDING COMMITTEE MEETING
	Review Preliminary Design Development Cost Estimate
	Review Preliminary Value Engineering
April 4, 2022	SCHOOL BUILDING COMMITTEE MEETING
	Review Final Value Engineering and Design Development Cost Estimates
	Vote to Submit Design Development Package to MSBA
April 8, 2022	<i>SUBMIT DESIGN DEVELOPMENT PACKAGE TO MSBA</i>
	ADDITIONAL MEETINGS TO BE SCHEDULED

Stoneham High School
Project Schedule

ID	Task Name	Duration	Start	Finish	2022												2023												2024												2025											
					Quarter			3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			1st Quarter			2nd Quarter											
					May	Jun	Jul	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun									
172	BUILDING PERMITTING	143 days	5/18/2022	12/2/2022																																																
173	Site Preparation Package Permit	30 days	5/18/2022	6/28/2022																																																
174	Foundation Permit	23 days	6/20/2022	7/20/2022																																																
175	Structure Permit	23 days	6/29/2022	7/29/2022																																																
176	Building Permit	21 days	11/4/2022	12/2/2022																																																
177	CONSTRUCTION DOCUMENTS	176 days	3/18/2022	11/18/2022																																																
178	Early Site Enabling, and Preparation Package No. 1	44 days	3/18/2022	5/18/2022																																																
179	Incorporate MSBA DD Comments	11 days	4/29/2022	5/13/2022																																																
180	Develop 60% Contract Documents to Estimator	36 days	4/8/2022	5/27/2022																																																
181	OPM and Cx Review	12 days	5/27/2022	6/13/2022																																																
182	Structural Peer Review of Early Foundation and Structural Package	12 days	5/27/2022	6/13/2022																																																
183	60% Construction Documents Cost Estimate	12 days	5/27/2022	6/13/2022																																																
184	Value Engineering	6 days	6/13/2022	6/20/2022																																																
185	Early Foundation and Structural Package No. 2	52 days	4/8/2022	6/20/2022																																																
186	60% Construction Documents Submission to MSBA	0 days	6/20/2022	6/20/2022																																																
187	MSBA Review of 60% CD Submission	16 days	6/20/2022	7/11/2022																																																
188	Incorporate MSBA 60% CD Comments	11 days	7/11/2022	7/25/2022																																																
189	Develop 90% Contract Documents to Estimator	46 days	6/20/2022	8/22/2022																																																
190	OPM and Cx Review	11 days	8/22/2022	9/5/2022																																																
191	90% Construction Documents Cost Estimate	11 days	8/22/2022	9/5/2022																																																
192	Value Engineering	6 days	9/5/2022	9/12/2022																																																
193	90% Construction Documents Submission to MSBA	0 days	9/12/2022	9/12/2022																																																
194	MSBA Review of 90% CD Submission	16 days	9/12/2022	10/3/2022																																																
195	Incorporate MSBA 90% CD Comments	11 days	10/3/2022	10/17/2022																																																
196	Construction Documents Complete Package No. 3	0 days	11/4/2022	11/4/2022																																																
197	LEED-S Design Submission	11 days	11/4/2022	11/18/2022																																																
198	PROCUREMENT	235 days	2/15/2022	1/9/2023																																																
199	Prequalification - Package No. 1 (if required)	56 days	2/15/2022	5/3/2022																																																
200	Draft RFQ	21 days	2/15/2022	3/15/2022																																																
201	Submit to Advertisement to Central Register and Local Newspaper	0 days	3/15/2022	3/15/2022																																																
202	Notice in Central Register	0 days	3/23/2022	3/23/2022																																																
203	Submit SOQs	0 days	4/11/2022	4/11/2022																																																
204	Review SOQs	16 days	4/11/2022	5/2/2022																																																
205	Recommend Prequalified Subcontractors to SSBC	0 days	5/2/2022	5/2/2022																																																
206	Issue Notification Letters to Prequalified Subcontractors	0 days	5/3/2022	5/3/2022																																																
207	Prequalification - Package No. 2 (if required)	58 days	3/4/2022	5/24/2022																																																
208	Draft RFQ	22 days	3/4/2022	4/4/2022																																																
209	Submit Advertisement to Central Register and Local Newspaper	0 days	4/5/2022	4/5/2022																																																
210	Notice in Central Register	0 days	4/13/2022	4/13/2022																																																
211	Submit SOQs	0 days	5/2/2022	5/2/2022																																																
212	Review SOQs	15 days	5/3/2022	5/23/2022																																																
213	Recommend Prequalified Subcontractors to SSBC	0 days	5/23/2022	5/23/2022																																																
214	Issue Notification Letters to Prequalified Subcontractors	0 days	5/24/2022	5/24/2022																																																
215	Prequalification - Package No. 3	63 days	7/15/2022	10/11/2022																																																
216	Draft RFQ	23 days	7/15/2022	8/16/2022																																																
217	Submit Advertisement to Central Register and Local Newspaper	0 days	8/16/2022	8/16/2022																																																
218	Notice in Central Register	0 days	8/24/2022	8/24/2022																																																
219	Submit SOQs	0 days	9/12/2022	9/12/2022																																																
220	Review SOQs	16 days	9/12/2022	10/3/2022																																																
221	Recommend Prequalified Subcontractors to SBC	0 days	10/10/2022	10/10/2022																																																
222	Issue Notification Letters to Prequalified Subcontractors	0 days	10/11/2022	10/11/2022																																																
223	Construction Documents Complete Package No. 3	55 days	10/25/2022	1/9/2023																																																
224	Submit Advertisement to Central Register and Newspaper	0 days	10/25/2022	10/25/2022																																																
225	Notice in Central Register	0 days	11/2/2022	11/2/2022																																																
226	Issue Trade Contractor Bid Package	0 days	11/4/2022	11/4/2022																																																
227	Pre-Bid Meeting	0 days	11/8/2022	11/8/2022																																																
228	Trade Contractor Bid Due	0 days	12/2/2022	12/2/2022																																																
229	CM Develop GMP	46 days	11/4/2022	1/6/2023																																																
230	GMP Approval	0 days	1/9/2023	1/9/2023																																																



New Stoneham High School
Project Schedule
Key Milestones

ID	Task Name	Duration	Start	Finish
1	MSBA PREREQUISITES	158 days	3/22/2019	10/30/2019
4	RETAIN OPM	33 days	1/22/2020	3/9/2020
10	RETAIN DESIGNER	95 days	2/12/2020	6/23/2020
20	FEASIBILITY STUDY (FS)	156 days	7/8/2020	2/11/2021
63	CONSTRUCTION MANAGER (CM)	99 days	10/13/2020	2/26/2021
74	SCHEMATIC DESIGN (SD)	198 days	1/4/2021	10/6/2021
117	LOCAL APPROPRIATION	21 days	10/4/2021	11/2/2021
126	PHOTOVOLTAIC VENDOR	214 days	6/15/2021	4/8/2022
133	DESIGN DEVELOPMENT	110 days	11/8/2021	4/8/2022
145	Design Development Submission to MSBA	0 days	4/8/2022	4/8/2022
147	SITE PERMITTING	167 days	11/8/2021	6/28/2022
148	Stoneham Conservation Commission - ANRAD	42 days	11/8/2021	1/4/2022
155	Stoneham Conservation Commission - NOI	167 days	11/8/2021	6/28/2022
163	Stoneham Select Board	159 days	11/8/2021	6/16/2022
172	BUILDING PERMITTING	143 days	5/18/2022	12/2/2022
177	CONSTRUCTION DOCUMENTS	165 days	3/18/2022	11/4/2022
178	Early Site Enabling, and Preparation Package No. 1	44 days	3/18/2022	5/18/2022
185	Early Foundation and Structural Package No. 2	52 days	4/8/2022	6/20/2022
186	60% Construction Documents Submission to MSBA	0 days	6/20/2022	6/20/2022
193	90% Construction Documents Submission to MSBA	0 days	9/12/2022	9/12/2022
196	Construction Documents Complete Package No. 3	0 days	11/4/2022	11/4/2022
198	PROCUREMENT	188 days	2/15/2022	11/4/2022
199	Prequalification - Package No. 1 (if required)	56 days	2/15/2022	5/3/2022
207	Prequalification - Package No. 2 (if required)	58 days	3/4/2022	5/24/2022
215	Prequalification - Package No. 3	63 days	7/15/2022	10/11/2022
223	Issue Construction Documents Bid Package No. 3	0 days	11/4/2022	11/4/2022
231	EARLY PACKAGES PROCUREMENT	54 days	5/18/2022	8/1/2022
232	Early Site Package No. 1	19 days	5/18/2022	6/13/2022
236	Early Foundation and Structural Package No. 2	31 days	6/20/2022	8/1/2022
240	CONSTRUCTION	763 days	6/28/2022	5/30/2025
241	Site Mobilization	0 days	6/28/2022	6/28/2022
242	Substantial Completion - Phase 1 "Enabling Work"	39 days	6/28/2022	8/19/2022
243	Substantial Completion - Phase 2 "Building Construction"	0 days	6/15/2024	6/15/2024
250	Substantial Completion - Phase 3 "Demolition and Site Work"	0 days	12/20/2024	12/20/2024
254	Complete Playfields	0 days	5/30/2025	5/30/2025

September 8, 2020
Updated October 19, 2021

New Stoneham High School
Project Schedule
Design Development

PROJECT MANAGEMENT



ID	Task Name	Duration	Start	Finish
1	MSBA PREREQUISITES	158 days	3/22/2019	10/30/2019
4	RETAIN OPM	33 days	1/22/2020	3/9/2020
10	RETAIN DESIGNER	95 days	2/12/2020	6/23/2020
20	FEASIBILITY STUDY (FS)	156 days	7/8/2020	2/11/2021
63	CONSTRUCTION MANAGER (CM)	99 days	10/13/2020	2/26/2021
74	SCHEMATIC DESIGN (SD)	198 days	1/4/2021	10/6/2021
117	LOCAL APPROPRIATION	50 days	10/4/2021	12/10/2021
126	PHOTOVOLTAIC VENDOR	214 days	6/15/2021	4/8/2022
133	DESIGN DEVELOPMENT	125 days	11/8/2021	4/29/2022
134	SBC Approve DD-CA Agreements	0 days	11/8/2021	11/8/2021
135	LEED-S Registration	16 days	11/8/2021	11/29/2021
136	Prepare DD Pricing Set	81 days	11/8/2021	2/28/2022
137	Issue Complete DD Pricing Set	0 days	2/28/2022	2/28/2022
138	OPM and Cx Review	10 days	2/28/2022	3/11/2022
139	Estimates Due from PM&C and Consigli	0 days	3/18/2022	3/18/2022
140	Estimate Reconciliation Meeting	0 days	3/22/2022	3/22/2022
141	Revised Reconciled Estimates Due	0 days	3/24/2022	3/24/2022
142	Present CM Cost Estimate and Value Engineering List to SSBC	0 days	3/28/2022	3/28/2022
143	Present Final Value Engineering to SSBC	0 days	4/4/2022	4/4/2022
144	SSBC Vote to Approve Design Development Submission	0 days	4/4/2022	4/4/2022
145	Design Development Submission to MSBA	0 days	4/8/2022	4/8/2022
146	MSBA Comments	15 days	4/11/2022	4/29/2022
147	SITE PERMITTING	167 days	11/8/2021	6/28/2022
172	BUILDING PERMITTING	143 days	5/18/2022	12/2/2022
177	CONSTRUCTION DOCUMENTS	176 days	3/18/2022	11/18/2022
198	PROCUREMENT	235 days	2/15/2022	1/9/2023
231	EARLY PACKAGES PROCUREMENT	54 days	5/18/2022	8/1/2022
240	CONSTRUCTION	763 days	6/28/2022	5/30/2025

September 8, 2020
Updated October 19, 2021

New Stoneham High School
Project Schedule
Permitting

PROJECT MANAGEMENT



ID	Task Name	Duration	Start	Finish
1	MSBA PREREQUISITES	158 days	3/22/2019	10/30/2019
4	RETAIN OPM	33 days	1/22/2020	3/9/2020
10	RETAIN DESIGNER	95 days	2/12/2020	6/23/2020
20	FEASIBILITY STUDY (FS)	156 days	7/8/2020	2/11/2021
63	CONSTRUCTION MANAGER (CM)	99 days	10/13/2020	2/26/2021
74	SCHEMATIC DESIGN (SD)	198 days	1/4/2021	10/6/2021
117	LOCAL APPROPRIATION	50 days	10/4/2021	12/10/2021
122	PHOTOVOLTAIC VENDOR	214 days	6/15/2021	4/8/2022
129	DESIGN DEVELOPMENT	109 days	11/8/2021	4/8/2022
142	SITE PERMITTING	167 days	11/8/2021	6/28/2022
143	Stoneham Conservation Commission - ANRAD	42 days	11/8/2021	1/4/2022
144	Prepare Application Documents	8 days	11/8/2021	11/17/2021
145	File Application	0 days	11/17/2021	11/17/2021
146	Site Inspection	11 days	11/17/2021	12/1/2021
147	Hearing No. 1	0 days	12/6/2021	12/6/2021
148	Conservation Commission Issue Decision	20 days	12/7/2021	1/3/2022
149	File at Registry	1 day	1/4/2022	1/4/2022
150	Stoneham Conservation Commission - NOI	167 days	11/8/2021	6/28/2022
151	Prepare Application Documents	123 days	11/8/2021	4/27/2022
152	File Application	0 days	4/27/2022	4/27/2022
153	Hearing No. 1	0 days	5/2/2022	5/2/2022
154	Hearing No. 2	0 days	5/23/2022	5/23/2022
155	Conservation Commission Issue Order of Conditions	15 days	5/24/2022	6/13/2022
156	File at Registry	1 day	6/14/2022	6/14/2022
157	Appeal Period	10 days	6/15/2022	6/28/2022
158	Stoneham Select Board	159 days	11/8/2021	6/16/2022
159	Prepare Application Documents	110 days	11/8/2021	4/8/2022
160	File Application	0 days	4/8/2022	4/8/2022
161	Interdepartmental Review	13 days	4/9/2022	4/26/2022
162	Meeting No. 1	1 day	4/27/2022	4/27/2022
163	Meeting No. 2	0 days	5/11/2022	5/11/2022
164	Select Board Issues Site Plan Approval	15 days	5/12/2022	6/1/2022
165	File at Registry	1 day	6/2/2022	6/2/2022
166	Appeal Period	10 days	6/3/2022	6/16/2022

FOR IMMEDIATE RELEASE

Contact: Sharon Iovanni

siovanni01@gmail.com

781-248-9754

Dear Editor and Residents of Stoneham,

On Tuesday, November 2 at Stoneham Town Hall, 2,906 Stoneham voters approved a debt exclusion to finance the building of a new Stoneham High School. On behalf of the members of the Stoneham School Building Committee (SSBC), we want to thank each and every voter who participated in the process, discussed the question with neighbors and family, drew conclusions about the right path forward for this project and ultimately cast their ballot on Tuesday.

We are truly thankful and proud of all the work our SSBC has done to bring us to this point in time and we look forward to working with the Committee and continuing our journey to make this project a reality. The Committee and the town will continue to collaborate with its teams from Perkins+Will, Symmes Maini and McKee Associates and Consigli Construction to implement the vision approved by the voters.

Over the coming months, the SSBC will continue to meet twice monthly on Monday nights in person at the Stoneham Central Middle School at 7:00 p.m. to refine the current plan and prepare for site preparation, which will begin in June 2022. Construction will begin in September 2022 and the building will officially open in September 2024.

Stoneham residents can attend SSBC meetings either in person or via GoToMeeting and can find details about the meetings on the SSBC information page -

<https://www.stoneham-ma.gov/627/School-Building-Committee> .

We hope that as we move forward on this project, Stoneham residents will continue to engage with us to bring to fruition a campus that will meet the needs of Stoneham's students and the community for years to come.

Superintendent John Macero &

Town Administrator Dennis Sheehan