

PROJECT MINUTES

Project:	W. Edward Balmer Elementary School Feasibility Study	Project No .:	17020
Prepared by:	Joel Seeley	Meeting Date:	8/15/2017
Re:	School Building Committee Meeting	Meeting No:	8
Location:	High School Media Center	Time:	6:30pm
Distribution:	School Building Committee Members, Attendees (MF)		

Attendees:

PRESENT	NAME	AFFILIATION	VOTING MEMBER
\checkmark	Joseph Strazzulla	Chairman, School Building Committee	Voting Member
~	Melissa Walker	School Business Manager	Voting Member
~	James Marzec	Representative of the Board of Selectmen	Voting Member
~	Michael LeBrasseur	Chairman, School Committee	Voting Member
✓	Paul Bedigian	Representative of the Building, Planning, Construction Committee	Voting Member
~	Steven Gogolinski	Representative of the Finance Committee	Voting Member
~	Jeffrey Tubbs	Community Member with building design and/or construction experience	Voting Member
~	Peter L'Hommedieu	Community Member with building design and/or construction experience	Voting Member
✓	Jeff Lundquist	Community Member with building design and/or construction experience	Voting Member
~	Andrew Chagnon	Community Member with building design and/or construction experience	Voting Member
~	Spencer Pollock	Parent Representative	Voting Member
~	Theodore Kozak	Town Manager	Non-Voting Member
✓	Dr. Catherine Stickney	Superintendent of Schools	Non-Voting Member
~	Steve Von Bargen	Building Maintenance Local Official	Non-Voting Member
~	Karlene Ross	Principal, W. Edward Balmer Elementary School	Non-Voting Member
	Jill Healy	Principal, Northbridge Elementary School	Non-Voting Member
	Kathleen Perry	Director of Pupil Personnel Services	Non-Voting Member
	Lee Dore	D & W, Architect	
	Don Walter	D & W, Architect	
	Jason Boone	D & W, Architect	
~	Thomas Hengelsberg	D & W, Architect	
~	Joel Seeley	SMMA, OPM	

Item #	Action	Discussion		
8.1	Record	Call to Order, 6:30 PM, meeting opened.		
8.2	Record	J. Strazzulla announced the meeting will be video and audio recorded with live broadcast and future re-broadcast.		
8.3	J. Seeley	 A motion was made by M. LeBrasseur and seconded by S. Gogolinski to approve the 7/31/2017 School Building Committee meeting minutes with the following correction: 1. The meeting start time was 7:04 PM. Motion passed unanimous by those attending. 		
8.4	Record T. Hengelsberg S. Von Bargen J. Strazzulla	J. Seeley distributed and reviewed D&W Amendment No. 1, dated 8/15/2017 and attached, for PDP/PSR Phase Geotechnical Investigation in the amount of \$13,195.00 to be charged against ProPay Code budget 0003-0000, which has a balance of \$150,000.00. The Committee discussed in detail.		
		Committee Discussion:		
		 A. Chagnon indicated D&W is to make sure the drill rig does not damage the fields, but there may be residual damage that is unavoidable that the Town may need to repair. T. Hengelsberg to coordinate with the geotechnical consultant. S. Von Bargen to review the fields after the drilling has been completed. 		
		2. T. Hengelsberg and J. Strazzulla to coordinate the scheduling of the borings work with scheduled recreational use of the fields.		
		 J. Tubbs asked about the terms and conditions appended to the consultant's proposal, they appear to be at odds with the prime agreement, particularly with respect to limitation of liability. T. Hengelsberg indicated those will be struck by D&W when executing the consultant's proposal. The terms and conditions of the prime agreement apply for all amendments. 		
		A motion was made by J. Marzec and seconded by M. LeBrasseur to approve D&W Amendment No. 1, dated 8/15/2017 and recommend signature by J. Marzec. No discussion, motion passed unanimous.		
8.5	T. Hengelsberg	J. Seeley distributed and reviewed D&W Amendment No. 2, dated 8/15/2017 and attached, for PDP/PSR Phase GeoEnvironmental Services in the amount of \$10,285.00 to be charged against ProPay Code budget 0003-0000, which has a balance of \$136,805.00. The Committee discussed in detail.		
		Committee Discussion:		
		 A. Chagnon requested D&W provide detailed backup on the costs for the Phase I ESA, soil tests and field work. <i>T. Hengelsberg to provide for next meeting.</i> 		
8.6	Record	J. Seeley distributed and reviewed D&W Amendment No. 3, dated 8/15/2017 and attached, for PDP/PSR Phase Traffic Consulting Services in the amount of \$9,900.00 to be charged against ProPay Code budget 0003-0000, which has a balance of \$136,805.00. The Committee discussed in detail. Committee Discussion:		

Item #	Action	Discussion
		 C. Stickney indicated the traffic patterns may change over the first several weeks of school as parents and students become familiar and establish the typical pattern. T. Hengelsberg to coordinate with C. Stickney on scheduling of the traffic review to ensure the reviewed pattern is typical.
		A motion was made by A. Chagnon and seconded by J. Marzec to approve D&W Amendment No. 3, dated 8/15/2017 and recommend signature by J. Marzec. No discussion, motion passed unanimous.
8.7	Record	J. Seeley distributed and reviewed D&W Amendment No. 4, dated 8/15/2017 and attached, for PDP/PSR Phase Wetlands Flagging and Site Survey Services in the amount of \$14,850.00 to be charged against ProPay Code budget 0003-0000, which has a balance of \$126,905.00. The Committee discussed in detail.
		A motion was made by A. Chagnon and seconded by S. Pollock to approve D&W Amendment No. 4, dated 8/15/2017 and recommend signature by J. Marzec. No discussion, motion passed unanimous.
8.8	J. Marzec	J. Marzec to coordinate with Town Counsel to provide an opinion on the Vail Field, Riverdale Memorial Field, High School Play Fields and the Linwood Playground sites with respect to Article 97 and any other restrictions.
8.9	T. Hengelsberg	Hill Street Site Follow-up
	L. Dore J. Strazzulla	1. T. Hengelsberg to determine where the town sanitary sewer main ends with respect to the Hill Street Farm site and provide direction to the Committee.
		 L. Dore to research if there is a wellhead protection zone in the vicinity of the Hill Street Farm site.
		3. J. Strazzulla to research and determine if the site could be purchased and if so, what an approximate cost would be.
8.10	Record	J. Seeley distributed and reviewed the updated Project Schedule, attached, reflecting the published 2018 MSBA Board meeting dates.
8.11	Record	T. Hengelsberg presented and reviewed an overview of the three days of Educational Visioning Workshops, held on 7/31/2017, 8/1/2017, and 8/9/2017, attached.
8.12	T. Hengelsberg	T. Hengelsberg presented and reviewed a Space Analysis of Balmer and NES with respect to MSBA standards, attached.
		Committee Discussion:
		 M. LeBrasseur asked how much, in percentage, is Balmer undersized from MSBA standards? T. Hengelsberg will calculate and provide direction at the next Committee meeting.
		 J. Tubbs indicated that the size of NES should be added to Balmer when calculating the percentage from MSBA standards for the PK-5 option. T. Hengelsberg will include in the percentage calculation.
		3. M. LeBrasseur asked if the preferred option is the grade 2-4 option, how much will NES remain undersized by MSBA standards?

Item #	Action	Discussion		
		T. Hengelsberg will calculate and provide direction at the next Committee meeting.		
8.13	T. Hengelsberg C. Stickney	 T. Hengelsberg presented and reviewed a Preliminary Space Summary for the Grade 2-4 and Grade PreK-5 options, attached. D&W to meet with the Educational Working Group on 8/22/2017 to develop the MSBA Space Template (listing of spaces) for each option. The Educational Working Group will provide design guidance to D&W with respect to plan and space layout to meet the educational vision and space template requirements in future meetings with D&W. 		
8.14	Record	J. Seeley distributed and reviewed a Cost Summary of 2015 – 2017 MSBA Board approvals of elementary schools and their total project budget cost per square feet, attached.		
		Committee Discussion:		
		 C. Stickney asked if the square feet are net or gross square feet? J. Seeley indicated they are in gross square feet. 		
8.15	T. Hengelsberg	 T. Hengelsberg presented and reviewed preliminary Site Planning Options, attached, as follows: 1. Renovation/Addition Option A – PreK-5 2. Renovation/Addition Option B – PreK-5 3. New Construction Option A – PreK-5 4. New Construction Option A – PreK-5 		
		Committee Discussion:		
		 The Committee prefers two separate access drives off Crescent Street, separated bus and parent vehicle queues and a paved drive to North Main Street for all options. 		
		2. The Committee would like D&W to explore 3-story options to maximize site use.		
		3. The Committee would like D&W to explore renovating the existing classroom wing under a Renovation/Addition Option.		
		 J. Tubbs asked if the fire lane can also be used for parent vehicle queuing to reduce driveway development? <i>T. Hengelsberg to review and provide direction</i>. 		
		 P. L'Hommedieu indicated that site construction logistics will be very important to each of the options and whether a General Contractor or Construction Manager approach is appropriate. J. Seeley agreed and the discussion on of a General Contractor or Construction Manager approach will occur at a future Committee meeting. 		
		 K. Ross asked what accommodations will there be for students that walk or ride bikes. There are approximately 50-60 walkers and 5-7 bikers at Balmer. T. Hengelsberg to incorporate into the design options. 		
		 K. Ross indicated the bus queue does not need to accommodate all 14 full size and 3 small size busses at once. A queue of 8-10 busses is more appropriate. 		

Item #	Action	Discussion
		8. A. Chagnon asked if D&W can explore a New Option that has more site presence and better relationship to the entry than to the large parking lot.
		 J. Lundquist asked if purchasing properties adjacent to the drive to North Main Street would help in the viability of the drive as a true access, should be considered? J. Strazzulla indicated that D&W should study the drive first without any land purchases.
		 J. Tubbs asked if D&W can review the settlement issues in the existing building and determine if renovating the classroom wing is viable. <i>T. Hengelsberg to review and provide direction.</i>
		11. J. Strazzulla asked if we can reclaim the existing playfields in the back and side of Balmer so that there is no net loss of fields by the project?<i>T. Hengelsberg to review and provide direction.</i>
		Committee members to forward any additional questions or comments to J. Seeley who will assemble and forward to D&W.
8.16	PR	The PR subcommittee update:
	subcommittee J. Strazzulla C. Stickney J. Seeley	 M. LeBrasseur indicated the subcommittee would like direction from the Committee on the role of the PR subcommittee in order to develop a formal PR program. J. Strazzulla and C. Stickney will develop working guidelines for the next Committee meeting.
		 The PR subcommittee will be working with NCTV to develop an additional video tour of Balmer and NES.
		 C. Stickney reviewed the flyer and poster board advertisement, attached, for Community Forum No. 2 to be held at the NES Cafeteria on 8/28/2017 between 6:00pm and 8:00pm. The poster boards will be placed in the Senior Center, Library, Town Hall, NES, NHS, Central Administration, Community Center and the Food Pantry.
		 M. LeBrasseur asked if Community Forum No. 2 can be announced at the 8/21/2017 Selectmen Meeting? T. Kozak will place on the agenda.
		 Balmer school's 50th anniversary date is being confirmed. A Parent Meeting scheduled for 8/24/2017 will be an opportunity to distribute information on the Study, including flyers and poster board advertisements for Community Forum No. 2.
		 A. Chagnon asked J. Seeley to develop a draft of town boards and committees to present to for the next several months. J. Seeley will develop for the next Committee Meeting.
8.17	C. Stickney	Community Forum No. 2 Prep
	T. Hengelsberg	1. The format will be similar to Forum No. 1, a 40-45 minute presentation followed by questions/discussion.

Item #	Action	Discussion
		2. Continue to use the "Exit Ticket" strategy.
		3. C. Stickney to type any comments from the Forum No. 1 "Exit Tickets" and
		forward to D&W and SMMA for inclusion in the Forum No. 2 presentation.
		4. T. Hengelsberg to include any relevant questions raised during Forum No. 1 in the Forum No. 2 presentation.
		5. A. Chagnon indicated the presentation should emphasize the reasons for selecting the Balmer site as the preferred site.
8.18	J. Seeley	Old or New Business
		 J. Tubbs asked for a projection of additional site and environmental consultancies for the Balmer site thru the schematic design phase. J. Seeley will provide for the next Committee meeting.
		 J. Strazzulla asked for a draft SBC meetings schedule for the PSR Phase for review. J. Seeley will provide for the next Committee meeting.
8.19	Record	Next SBC Meeting: August 29, 2017 at 6:30 pm at the High School Media Center.
8.20	Record	A Motion was made by J. Marzec and seconded by M. LeBrasseur to adjourn the meeting. No discussion, voted unanimously.

Attachments: Agenda, D&W Amendment No. 1, 2, 3 and 4, Updated Project Schedule, Cost Summary of 2015 – 2017 MSBA Board approvals of Elementary Schools, Community Forum No. 2 Flyer and Poster Board, Powerpoint

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

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Project Management

PROJECT MEETING SIGN-IN SHEET

SMMA

Project:	W. Edward Balmer Elementary School Feasibility Study	Project No.:	17020
Prepared by:	Joel Seeley	Meeting Date:	8/15/2017
Re:	School Building Committee Meeting	Meeting No:	8
Location:	High School Media Center	Time:	6:30pm
	427 Linwood Avenue, Whitinsville, MA		(
Distribution:	Attendees, (MF)		1

SIGNATURE	ATTENDEES	EMAIL	AFFILIATION
And fronts	Joseph Strazzulla	jstrazzulla@nps.org	Chairman, School Building Committee
MATTINU	Melissa Walker	mwalker@nps.org	School Business Manager, MCPPO
A	James Marzec	james.r.marzec@gmail.com	Member, Board of Selectmen, CEO
Litter	Michael LeBrasseur	mlebrasseur@nps.org	Chairman, School Committee
Van Degrangen	Paul Bedigian	bedigianps@cdmsmith.com	Representative of the Building, Planning, Construction Committee
X A M	Steven Gogolinski		Representative of the Finance
for Agunh		steve@gogolinskicpa.com	Committee
At Talls	Jeffrey Tubbs	jtubbs@charter.net	Member of community with architecture, engineering and/or construction experience
to all	Peter L'Hommedieu	PLHommedieu@shawmut.com	Member of community with architecture, engineering and/or construction experience
Man	Jeff Lundquist	jlundquist@therichmondgroup.com	Member of community with architecture, engineering and/or construction experience
angr	Andrew Chagnon	achagnon@parecorp.com	Member of community with architecture, engineering and/or construction experience
smon	Spencer Pollock	spencerpollock22@gmail.com	Parent Representative
Aller you	Theodore Kozak	tkozak@northbridgemass.org	Town Manager
Catherine Alichry	Dr. Catherine Stickney	cstickney@nps.org	Superintendent of Schools, NPS
SEDAT	Steve Von Bargen	svonbargen@nps.org	Building Maintenance Local Official
Karlene Blass	Karlene Ross	kross@nps.org	Principal, W. Edward Balmer Elementary School
	Jill Healy	jhealy@nps.org	Principal, Northbridge Elementary School
· · · · · · · · · · · · · · · · · · ·	Kathleen Perry	kperry@nps.org	Director of Pupil Personnel Services
	Lee P. Dore	Ipdore@DoreandWhittier.com	Dore & Whittier Architects
	Donald M Walter	dwalter@DoreandWhittier.com	Dore & Whittier Architects
Pri-	Jason Boone	jboone@DoreandWhittier.com	Dore & Whittier Architects
malin	Thomas Hengelsberg	thengelsberg@DoreandWhittier.com	Dore & Whittier Architects
My CO	Joel Seeley	jseelev@smma.com	SMMA

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1000 Massachusetts Avenue Cambridge, MA 02138 617.547.5400

www.smma.com

Project Management SMMA

Agenda

Project:	W. Edward Balmer Elementary School Feasibility Study	Project No.:	17020
Re:	School Building Committee Meeting	Meeting Date:	8/15/2017
Meeting Location:	High School Media Center	Meeting Time:	6:30 PM
	427 Linwood Avenue, Whitinsville, MA	Meeting No.	8
Prepared by:	Joel G. Seeley		
Distribution:	Committee Members (MF)		

- 1. Call to Order
- 2. Approval of Minutes
- 3. Approval of Invoices and Commitments
- 4. Educational Visioning Planning Update
- 5. Preliminary Space Template Review
- 6. School Building Tours
- 7. PR Subcommittee Update
- 8. Prepare for Community Forum No. 2
- 9. New or Old Business
- 10. Committee Questions
- 11. Public Comments
- 12. Next Meeting:
 - August 28, 2017 2017 at 6:00 PM Community Forum No. 2 Educational Program and Design • Alternatives
 - August 29, 2017 ٠
- 13. Adjourn

1000 Massachusetts Avenue Cambridge, MA 02138 617.547.5400

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ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 1

WHEREAS, the <u>Town of Northbridge</u> ("Owner") and <u>Dore & Whittier Architects, Inc.</u>, (the "Designer") (collectively, the "Parties") entered into a Contract for Designer Services for the <u>W.</u> <u>Edward Balmer Elementary School Project (Project Number 201502140001)</u> at the <u>W. Edward</u> Balmer Elementary School on June 26, 2017 "Contract"; and

WHEREAS, effective as of August 15, 2017, 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:

	Original Contract	Prior Amendments	This Amendment	After this Amendment
Feasibility Study Phase	\$200,000.00	\$0.00	\$13,195.00	\$213,195.00
Schematic Design Phase	\$225,000.00			\$225,000.00
Design Development Phase	\$			
Construction Document Phase	\$			
Bidding Phase	\$			
Construction Phase	\$			
Completion Phase	\$			
Total Fee	\$425,000.00	\$0.00	\$13,195.00	\$438,195.00

Fee for Basic Services:

This Amendment is a result of: Providing Geotechnical Engineering Services

ProPay Code: 0003-0000

3. The Construction Budget shall be as follows:

Original Budget:	\$ <u>NA</u>
Amended Budget	\$ <u>NA</u>

4. The Project Schedule shall be as follows:

Original Schedule:	\$ <u>NA</u>
Amended Schedule	\$ <u>NA</u>

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

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

OWNER

James R. Marzec (print name) Board of Selectmen, Town of Northbridge (print title) By ______ (signature) Date_____

DESIGNER

Lee Dore	
	(print name)
Principal	/ Vice President, Dore & Whittier Architects
	(print title)
By	
-	(signature)
Date	

DORE & WHITTIER ARCHITECTS, INC.

August 10, 2017

Mr. Joel Seeley, AIA COO, Executive Vice President Symmes Maini & McKee Associates Project Management 1000 Massachusetts Avenue Cambridge, MA 02138

Project: Balmer Elementary School FS/SD - #17-0759

Subject: ASR #1

Dear Joel,

As we have been directed by the School Building Committee to study the existing Balmer Elementary School site, we are moving forward with site-specific study of that location.

In accordance with contract Article 8, please accept the following fee proposal for additional consulting services, for the lump sum fee amount as follows:

Geotechnical Engineering Services Lahlaf Geotechnical Consulting Inc. \$11,995.00

• Test borings, soils evaluation, and report.

In accordance with contract Article 9, Dore & Whittier Architects hereby submits a fee for coordination of these additional services in the amount of 10%, or \$1,200.00

TOTAL, ASR #1

\$13,195.00

Please see the attached consultant's proposal which details scope of services and schedule. Note that all other provisions of the prime contract remain in force.

Sincerely,

DORE & WHITTIER ARCHITECTS, INC.

Architects • Project Manager

Lee P. Dore, Assoc, AIA, CSI, LEED AP, MCPPO Principal

cc. DWA Dist. file.

ARCHITECTS PROJECT MANAGERS

260 Merrimac Street Bldg 7 Newburyport, MA 01950 978.499.2999 ph 978.499.2944 fax

212 Battery Street Burlington, VT 05401 802.863.1428 ph 802.863.6955

www.doreandwhittier.com



August 10, 2017

Tom Hengelsberg, AIA, LEED AP, NCARB, MCPPO Dore & Whittier Architects, Inc 212 Battery Street Burlington, VT 05401 Phone: (802) 863-1428 Mobile: (802) 238.9585 E-mail: thengelsberg@DoreandWhittier.com

Re. Proposal for Preliminary Geotechnical Services Proposed Balmer Elementary School Northbridge, Massachusetts LGCI Proposal No. 17123

Dear Mr. Hengelsberg:

Lahlaf Geotechnical Consulting, Inc. (LGCI) appreciates the opportunity to submit this proposal to provide preliminary geotechnical services for the proposed Balmer School in Northbridge, Massachusetts. Our proposal is based on your request for proposal (RFP) dated August 4, 2017 and our phone conversations on August 10, 2017.

Project Understanding and Site Description

We understand that Dore & Whittier Architects, Inc. (Dore & Whittier) was engaged to design the proposed Balmer School in Northbridge, Massachusetts. We understand that the proposed school will be constructed at the site of the existing school located at 21 Crescent Street in Whitinsville, Massachusetts. The site is bordered by Crescent Street on the southern side, by Overlook Street and North Main Street on the western side, by wooded land on the northern side, and by private properties on the eastern side.

The site is occupied by the existing school building, parking lot, and driveway on the southern side of the existing building, and by athletic fields on the northern side of the existing building. Vail Field Playground (a town facility) is located on the southeastern side of the existing building.

We understand that the location and size of the proposed construction have not been established yet. We understand that the proposed building may be located in the fields on the northern side or in the the Vail Field playground.

The purpose of our services is to preform preliminary subsurface explorations at the site and to provide preliminary foundation design and construction recommendations for the proposed construction. We understand that additional explorations will be performed during the SD and/or the DD phase.

100 Chelmsford Road, Suite 2, Billerica, MA 01862

Technical Approach

At your request, we propose performing eight (8) borings at the site as part of this phase. The borings will be advanced to depths of 20 feet. The borings will be advanced in the accessible locations of the site. Additional borings will be needed during the SD and/or DD phase including in the wooded areas.

Proposed Scope of Work

- <u>Utility Location</u> LGCI will provide a field representative to mark the exploration locations in the field by taping the distances from existing landmarks. We will contact Dig Safe Systems, Inc. and the Town of Northbridge. We request that you provide us with a current plan showing existing utilities at the site. We have assumed that a representative of the Town will accompany us when we stake the borings to clear them of private utilities, and we will rely on the Town and/or school staff to clear the boring locations for private utilities. LGCI will not assume responsibility for damage to unmarked or mismarked underground features.
- Soil Borings At your request, we propose performing eight (8) borings at the site as part of this phase. The borings will be advanced to depths of 20 feet. We will engage a drilling subcontractor to advance the borings. We anticipate that borings will be completed in two (2) days. The drilling subcontractor will perform standard penetration tests (SPT) and will obtain split-spoon samples at 5-foot intervals and at perceived strata changes.

The borings will be advanced using cased wash boring techniques. The drillers will backfill the boreholes with the drill cuttings. If we observe an environmental condition in our borings, we will halt the drilling and notify you. Excess soil cuttings will be left onsite. We have assumed that if needed, the Town will make available a source of water for the drillers.

- 3. <u>Geotechnical Field Engineer</u> We will provide a field engineer at the site to coordinate and observe the soil borings, collect soil samples, and prepare field logs.
- 4. <u>Laboratory Testing</u> We will submit two (2) 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.
- 5. <u>Preliminary Geotechnical Letter Report</u> We will prepare and submit our preliminary letter report electronically. The report will include the following:
 - Summary of the subsurface investigation methods used;
 - Description of the subsurface conditions;
 - LGCI's boring logs;
 - Depth to refusal, if encountered;
 - Plan showing boring locations;
 - Groundwater data;
 - Laboratory test results;
 - Our opinion about the feasibility of shallow foundations;
 - Minimum soil cover for frost protection of footings;
 - Preliminary recommendations for allowable net bearing pressures for shallow foundations, or alternate foundation system, if needed;



- Estimated total and differential settlement;
- Preliminary seismic design recommendations in accordance with the Massachusetts State Building Code 8th Edition;
- Preliminary recommendations for subgrade preparation and backfill including removal of unsuitable soils, compaction requirements, and suitability of reusing onsite materials as backfill.

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.

Please note that we have not included in this proposal a scope or budget for attending meetings, preparing or reviewing specifications, reviewing drawings, or providing construction services. LGCI would be pleased to perform these services when needed. Recommendations for stormwater management, erosion control, slope stability analyses, liquefaction analysis, seismic settlement, 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 or other factors such as permitting, LGCI will begin scheduling the work upon receiving authorization in the form of a signed copy of this proposal. Our subcontractor can mobilize at the site within about three weeks after the exploration locations are marked and the site is cleared for utilities. LGCI can provide you with preliminary boring logs and preliminary geotechnical recommendations within one week of completing the explorations. We will submit our geotechnical report two to three weeks after the end of our explorations. This schedule is contingent upon the site being accessible and that snow does not delay our field work.

Project Fee

LGCI will perform the scope of work described above for a lump sum of **\$11,995** including the prevailing wage surcharge for the drillers. The breakdown of our fee is shown below.

1a	Mark Borings	\$840.0
1b	Utility Clearance	\$175.0
2a	Drilling Subcontractor for Soil Borings (M/D + 2 days)	\$4,480.0
2b	Prevailing Wages (2 days)	\$1,330.0
3	LGCI Field Engineer to observe Field Explorations (2 days)	\$2,190.0
4	Laboratory Testing	\$180.0
5	Exploration Logs and Letter Report	<u>\$2,800.0</u>
		\$11,995.0



Proposal for Preliminary Geotechnical Services Proposed Balmer Elementary School Northbridge, Massachusetts LGCI Proposal No. 17123

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:

- We have assumed that our explorations will be performed for full 8-hour shifts during normal working hours, and that only one mobilization of the drilling equipment is required.
- Authorization to access the site will be provided to us in writing before the start of our work.
- No permits are required to perform the borings.
- Our drilling subcontractor will exercise care when moving the drill rig. However, ruts will be visible. Our proposal does not include repairing ruts.
- Additional consultation during design and construction will be performed on a time and expenses basis using the following rates: \$95/hour for a field engineer, \$105/hour for a geotechnical engineer, and \$125/hour for a senior geotechnical engineer.
- 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.

Terms and Conditions

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

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

Sincerely,

LAHLAF GEOTECHNICAL CONSULTING, INC.

pur

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 and on similar pojects. LGCI makes no warranties or representations, either expressed or implied, regarding the quality of services provided hereunder. Statements made in LGCI's report are opinions based on engineering judgment and are not to be construed as representations of fact. Nothing in this Contract shall be construed as establishing a fiduciary relationship between Client and LGCI.

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

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

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

a. LGCI cannot provide its opinion on the suitability of any part of the work performed unless LGCI's personnel make measurements and observations of that part of the construction. By performing construction observation services, LGCI does not guarantee or assume any responsibility for the contractor's work. The contractor will remain solely responsible for the



STANDARD CONDITIONS FOR ENGAGEMENT

accuracy and adequacy of all construction or other activities performed by the contractor, including the methods of construction; supervision of personnel and construction; control of machinery; false work, scaffolding, or other temporary construction aids; safety in, on, or about the job site; and compliance with OSHA and construction safety regulations and any other applicable federal, state and/or local laws or regulations.

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

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

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

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

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

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

Lahlaf Geotechnical Consulting, Inc.

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

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

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

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

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,



STANDARD CONDITIONS FOR ENGAGEMENT

together with any addenda or revisions, are and will remain the official copies of all documents. LGCI makes no representation regarding the accuracy or completeness of any accompanying Electronic Files. LGCI may, at its sole discretion, add wording to this effect on electronic file submissions.

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

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.

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 2

WHEREAS, the <u>Town of Northbridge</u> ("Owner") and <u>Dore & Whittier Architects, Inc.</u>, (the "Designer") (collectively, the "Parties") entered into a Contract for Designer Services for the <u>W.</u> <u>Edward Balmer Elementary School Project (Project Number 201502140001)</u> at the <u>W. Edward</u> <u>Balmer Elementary</u> School on <u>June 26</u>, 2017 "Contract"; and

WHEREAS, effective as of August 15, 2017, 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:

	Original Contract	Prior Amendments	This Amendment	After this Amendment
Feasibility Study Phase	\$200,000.00	\$13,195.00	\$10,285.00	\$223,480.00
Schematic Design Phase	\$225,000.00			\$225,000.00
Design Development Phase	\$			
Construction Document Phase	\$			
Bidding Phase	\$			
Construction Phase	\$			
Completion Phase	\$			
Total Fee	\$425,000.00	\$13,195.00	\$10,285.00	\$448,480.00

Fee for Basic Services:

This Amendment is a result of: Providing GeoEnvironmental Consulting Services

ProPay Code: 0003-0000

3. The Construction Budget shall be as follows:

Original Budget:	\$ <u>NA</u>
Amended Budget	\$ <u>NA</u>

4. The Project Schedule shall be as follows:

Original Schedule:	\$ <u>NA</u>
Amended Schedule	\$ <u>NA</u>

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

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

OWNER

James R. Marzec (print name) Board of Selectmen, Town of Northbridge (print title) By ______ (signature) Date_____

DESIGNER

Lee Dore	
	(print name)
Principal	/ Vice President, Dore & Whittier Architects
	(print title)
By	
-	(signature)
Date	

DORE & WHITTIER ARCHITECTS, INC.

August 10, 2017

Mr. Joel Seeley, AIA COO, Executive Vice President Symmes Maini & McKee Associates Project Management 1000 Massachusetts Avenue Cambridge, MA 02138

Project: Balmer Elementary School FS/SD - #17-0759

Subject: ASR #2

Dear Joel,

As we have been directed by the School Building Committee to study the existing Balmer Elementary School site, we are moving forward with site-specific study of that location.

In accordance with contract Article 8, please accept the following fee proposal for additional consulting services, for the lump sum fee amount as follows:

Geo-Environmental Consulting Services FS Engineering, Inc. \$9,350.00

 Phase I Environmental Site Assessment (ESA) by a Licensed Site Professional (LSP), soil sampling and testing, and report.

In accordance with contract Article 9, Dore & Whittier Architects hereby submits a fee for coordination of these additional services in the amount of 10%, or: \$935.00

TOTAL, ASR #2

\$10,285.00

Please see the attached consultant's proposal which details scope of services and schedule. Note that all other provisions of the prime contract remain in force.

Sincerely,

DORE & WHITTIER ARCHITECTS, INC.

Architects • Project Manager

Lee P. Dore, Assoc, AIA, CSI, LEED AP, MCPPO Principal

cc. DWA Dist. file.

ARCHITECTS PROJECT MANAGERS

260 Merrimac Street Bldg 7 Newburyport, MA 01950 978.499.2999 ph 978.499.2944 fax

212 Battery Street Burlington, VT 05401 802.863.1428 ph 802.863.6955

www.doreandwhittier.com



August 8, 2017

Mr. Thomas Hengelsberg, Project Manager Dore and Whittier Architects, Inc. 212 Battery Street Burlington, VT 05401

Re: Professional Services Relative to Phase I Environmental Site Assessment and Soil Sampling at the Balmer Elementary School Site in Northbridge, Massachusetts

Dear Tom:

FS Engineers, Inc. (FSE) is pleased to present this proposal for professional services for the above-referenced property in Northbridge, Massachusetts. FSE will prepare a Phase I Environmental Site Assessment (ESA) in accordance with ASTM E1527-13 for the property referenced above and limited soil sampling. In preparing for this proposal FSE spoke with Mr. Madjid Lahlaf of LGCI to coordinate our efforts to provide cost savings to the project. FSE will conduct field investigation and collect soil samples from geotechnical borings by LGCI to optimize on project schedule and minimize drilling cost. The soil boring and samples locations will be coordinated between FSE and LGCI in order to meet the requirements of the project goals. This proposal is based on information provided by you. FSE has not conducted a site reconnaissance to prepare this scope of work. Our understanding is that there is no past history of a documented release at this site. The intent of the sampling program is to provide sufficient information to support a feasibility analysis for a preferred school building option.

The scope of work is based on performing two (2) days of field work in order to obtain soil samples for laboratory analysis. The purpose of the investigation is to prepare an ASTM Phase I ESA and characterize the site soil quality to assist in the determination of appropriate reuse options. A report will be submitted that contains laboratory reports, tabulated data, sample locations on a site plan, and recommendations.

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



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

1.0 SCOPE OF SERVICES

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

1.1 Visual Survey and Research

- (a) Obtain readily available records of previous site use and zoning history to identify recognized environmental conditions.
- (b) Check readily available plans and interview knowledgeable persons concerning information on utilities (e.g. electric, gas, oil, water, sewer, etc.) and chemical storage, use, and disposal and complete a transaction screen questionnaire.
- (c) Examine files of federal and state agencies (e.g. DEP, CERCLA, ERNS, and NPL) regarding local releases of oil or hazardous material.
- (d) Conduct a site reconnaissance and check for visual and olfactory evidence of contamination (e.g. stains on ground, odors, liquid on ground, empty chemical containers, improper solid or hazardous waste disposal, site uses).

1.2 Soil Sample Collection

- (a) Review past geotechnical report provided to FSE, if available. Review historical aerial photos online to evaluate site development history. Prepare a sampling plan based upon information reviewed.
- (b) FSE will be on-site during the soil boring work to be conducted by LGCI, the geotechnical engineer. FSE will collect soil samples from the split spoon samples for laboratory analyses. Contacting DIGSAFE, utility clearance, and retaining drilling contractor will be done by others.

(c) Obtain soil samples from the split spoons and field screen for total volatile organic compounds (VOC) using a photoionization detector (PID). Based upon PID field screening, collect up to eight (8) soil samples one from each boring and submit for laboratory analysis as follows: 8 samples for EPH with target PAH by MassDEP method and 8 samples for VOC by EPA Method 8260. If the soil samples appear to contain clean fill/soil the sampling program will be reduced accordingly. A site plan of the property showing the soil borings will be provided to us by the client.

1.3 Prepare Report

- (a) Assimilate and interpret information from research, study, sampling, and site visit. Prepare a Phase I Environmental Site Assessment and Limited Soil Sampling Report that describes the soil sampling procedures, presents the tabulated laboratory soil sample analysis results, and contains the laboratory reports and a site plan which will be provided by Client.
- (b) Submit an electronic copy of the report to Client.

2.0 SCHEDULE OF SERVICES

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

3.0 FEES FOR SERVICES

For this project as defined in Article 1.0, "Scope of Services", compensation shall be the Fixed Fee of Nine Thousand Three Hundred Fifty Dollars (\$9,350.00) as presented above.

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

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

FS Engineers, inc.

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

4.0 BASIS OF PROPOSAL

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

5.0 AGREEMENT FOR PROFESSIONAL SERVICES - Attached herewith.

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

Very truly yours,

FS ENGINEERS, INC.

AGREED AND ACCEPTED BY CLIENT:

Farooq Siddique, PE, LSP Principal Name_____

Title

Date

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 3

WHEREAS, the <u>Town of Northbridge</u> ("Owner") and <u>Dore & Whittier Architects, Inc.</u>, (the "Designer") (collectively, the "Parties") entered into a Contract for Designer Services for the <u>W.</u> <u>Edward Balmer Elementary School Project (Project Number 201502140001)</u> at the <u>W. Edward</u> Balmer Elementary School on June 26, 2017 "Contract"; and

WHEREAS, effective as of August 15, 2017, 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:

	Original Contract	Prior Amendments	This Amendment	After this Amendment
Feasibility Study Phase	\$200,000.00	\$23,480.00	\$9,900.00	\$233,380.00
Schematic Design Phase	\$225,000.00			\$225,000.00
Design Development Phase	\$			
Construction Document Phase	\$			
Bidding Phase	\$			
Construction Phase	\$			
Completion Phase	\$			
Total Fee	\$425,000.00	\$23,480.00	\$9,900.00	\$458,380.00

Fee for Basic Services:

This Amendment is a result of: Providing Traffic Consulting Services

ProPay Code: 0003-0000

3. The Construction Budget shall be as follows:

Original Budget:	\$ <u>NA</u>
Amended Budget	\$ <u>NA</u>

4. The Project Schedule shall be as follows:

Original Schedule:	\$ <u>NA</u>
Amended Schedule	\$ <u>NA</u>

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

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

OWNER

James R. Marzec (print name) Board of Selectmen, Town of Northbridge (print title) By ______ (signature) Date_____

DESIGNER

Lee Dore	
	(print name)
Principal	/ Vice President, Dore & Whittier Architects
	(print title)
By	
-	(signature)
Date	

DORE & WHITTIER ARCHITECTS, INC.

August 10, 2017

Mr. Joel Seeley, AIA COO, Executive Vice President Symmes Maini & McKee Associates Project Management 1000 Massachusetts Avenue Cambridge, MA 02138

Project: Balmer Elementary School FS/SD - #17-0759

Subject: ASR #3

Dear Joel,

As we have been directed by the School Building Committee to study the existing Balmer Elementary School site, we are moving forward with site-specific study of that location.

In accordance with contract Article 8, please accept the following fee proposal for additional consulting services, for the lump sum fee amount as follows:

Preliminary Traffic Assessment N

Nitsch Engineering Inc.

 Basic assessment of neighborhood and site vehicular circulation/ traffic and report for Balmer and NES.

In accordance with contract Article 9, Dore & Whittier Architects hereby submits a fee for coordination of these additional services in the amount of 10%, or: \$900.00

TOTAL, ASR #3

\$9,900.00

\$9.000.00

Please see the attached consultant's proposal which details scope of services and schedule. Note that all other provisions of the prime contract remain in force.

Sincerely,

DORE & WHITTIER ARCHITECTS, INC.

Architects • Project Manager

Lee P. Dore, Assoc, AIA, CSI, LEED AP, MCPPO Principal

cc. DWA Dist. file.

ARCHITECTS PROJECT MANAGERS

260 Merrimac Street Bldg 7 Newburyport, MA 01950 978.499.2999 ph 978.499.2944 fax

212 Battery Street Burlington, VT 05401 802.863.1428 ph 802.863.6955

www.doreandwhittier.com



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

August 10, 2017

Mr. Lee P. Dore, Assoc. AIA, LEED AP, MCPPO Principal Dore & Whittier 212 Battery Street Burlington, VT 05401 RE: Nitsch Proposal #12260.1P Balmer Elementary Traffic Engineering Services Northbridge, MA

Dear Lee,

Nitsch Engineering is pleased to submit this proposal to you (the Client) for professional traffic engineering services associated with the feasibility study for the Balmer Elementary School in Northbridge, Massachusetts. Nitsch Engineering understands that the project will be conducted under the control of the Massachusetts School Building Authority (MSBA) Guidelines through the standard "Contract for Designer Services" for a Feasibility Study (MSBA Module 3).

This letter summarizes our scope, assumptions, schedule, and fee.

SCOPE OF SERVICES

Nitsch Engineering will provide professional traffic engineering services to accomplish the following tasks under the phases noted.

PHASE I: FEASIBILITY STUDY AND SCHEMATIC DESIGN

TASK I: EVALUATION OF EXISTING CONDITIONS

- 1. Visit the project sites at Northbridge Elementary School (NES) and Balmer Elementary School (BES), to observe the traffic operations and physical characteristics of the roadway system in the immediate vicinity of the sites;
- 2. Review the Institute of Transportation Engineers' (ITE) Trip Generation Handbook and/or local data from the City to project trips for the existing NES and BES sites as well as the proposed land use;
- 3. Compute approximate auto trips to and from the existing NES and BES sites as well as the proposed site;
- 4. Observe and document parent pick-up and drop-off activities during the morning and afternoon time periods at the existing school sites (both NES and BES), once both schools are in session; such data will include the number of vehicles arriving and queuing, and time of arrival;
- 5. Conduct parking inventory and parking occupancy at the existing school sites (both NES and BES), when both schools are in session;
- 6. Assemble existing records relating to the school property, access roadways, and traffic controls;
- 7. Complete field inventory of roadway and traffic data relative to the traffic analysis of this project for both sites; and

Mr. Lee P. Dore, Assoc. AIA, LEED AP, MCPPO: Nitsch Proposal #12260.1P August 10, 2017 Page 2 of 5

SCOPE OF SERVICES – continued

- 8. Assemble the information collected in a Traffic Assessment Report (TAR) format that includes a summary of traffic related pros and cons for the options of replacing, adding to, or renovating the existing site. Recommendations for improvements will be submitted in two (2) stages:
 - Stage 1: Submit a draft copy of the TAR for review and comments; and
 - Stage 2: Submit a final version of the TAR that addresses all comments received on the draft submission.

WORK NOT INCLUDED IN THE SCOPE OF SERVICES

Services not set forth above and not listed in the Scope of Services of this proposal are specifically excluded from the scope of Nitsch Engineering's services. Nitsch Engineering assumes no responsibility to perform any services not specifically listed in the Scope of Services.

- 1. Performing a property line survey, topographic survey, or other land surveying services.
- 2. Performing soil testing; available soil information will be acceptable for the existing conditions narrative and Schematic Design.
- 3. Performing traffic counts.
- 4. Performing any type of hazardous waste site evaluation.
- 5. Preparing Massachusetts Environmental Policy Act (MEPA) submittals or other permit applications, except as noted.
- 6. Preparing quantity/cost estimates, including earthwork cut/fill volume calculations.
- 7. Performing traffic engineering analysis, study, and/or design services not included in this scope. This can be provided under a separate proposal.
- 8. Performing hydrant flow tests.

ASSUMPTIONS

- 1. Filing fees and other associated costs will be paid by the Client.
- 2. Any revisions requested by the Client or other approving authorities after submission of final drawings will be considered Additional Services.
- 3. Any research required (of utilities, previous plans, abutters, etc.) will be billed as Additional Services.
- 4. Readily available soil information will be adequate for the feasibility study and schematic design.
- 5. Available plans, maps, and topography will be adequate for the feasibility study. Nitsch Engineering will use this plan as the basis for the site design and engineering of the project. The plan contents will include any and all onsite and offsite elements required by local or State policy and/or requirements, and as required for Nitsch Engineering to complete the Scope of Services.

Mr. Lee P. Dore, Assoc. AIA, LEED AP, MCPPO: Nitsch Proposal #12260.1P August 10, 2017 Page 3 of 5

ASSUMPTIONS – continued

- 6. Available Geographic Information System (GIS) or other available sources of State and Federal wetlands lines will be adequate for the study.
- 7. The Client will provide AutoCAD files indicating the proposed building footprint and position, site layout, and grading for the project for Nitsch Engineering to use as our base plan.
- 8. The Landscape Architect will provide grading and layout of the site (with Nitsch Engineering's review/involvement) for the Conceptual Plans and schematic design.
- 9. The Mechanical/Electrical/Plumbing (MEP) Consultants will evaluate and design the gas, thermal distribution systems (e.g., steam, hot water, chilled water), telephone, electric, and cable television services, as well as size the water lines. The MEP Consultants will be responsible for evaluating treatment systems, pumping, and controls related to any rainwater reuse elements of the project (in the building or in a vault within the site), including irrigation, toilet flushing, or cooling tower uses. Nitsch Engineering will show the locations of these services on our Schematic Design Site Utility Plan based on input from the MEP Consultants and information indicated on the Site Mechanical, Electrical, and/or Plumbing Plans prepared by the MEP Consultants. Site lighting will be indicated on a plan prepared by the Electrical Engineer.
- 10. Building foundation underdrain and/or perimeter drains will be evaluated by the Geotechnical Engineer and indicated on the Schematic Design Structural or Plumbing Plans. Nitsch Engineering will show the connections from the foundation drainage system(s) to the site drainage system.
- 11. The Client will indemnify and hold harmless Nitsch Engineering and its officers, agents, and employees with regard to errors or omissions within documents prepared by others from which information was obtained, in whole or in part, and incorporated into documents prepared by Nitsch Engineering.
- 12. Drainage evaluation and design for the site improvements does not include evaluation of offsite watersheds or evaluation of the adequacy of the existing street(s) system's capacity or its design. The connections will not require onsite pump stations.
- 13. Sanitary sewer mains and water mains in adjacent streets are available for connection and have sufficient capacity for the proposed project. The connections will not require onsite pump stations.

TIME AND MANNER

Nitsch Engineering is prepared to begin work immediately upon receipt of this executed proposal and documents to be provided by the Client.

Nitsch Engineering anticipates substantial completion of Phase I within 30 working, not calendar, days thereafter. Timing of completion of subsequent tasks can be determined once the task commences. The completion of field tasks will be subject to weather conditions affecting the required field work and circumstances beyond Nitsch Engineering's reasonable control.

Mr. Lee P. Dore, Assoc. AIA, LEED AP, MCPPO: Nitsch Proposal #12260.1P August 10, 2017 Page 4 of 5

COMPENSATION

Compensation for the services provided will be in accordance with Nitsch Engineering's Standard Contract Terms, as attached. The lump-sum labor costs for these services is \$9,000. Labor costs will not be incurred by Nitsch Engineering beyond this lump-sum without verbal approval from the Client.

All expenses are included in the lump-sum amount.

ADDITIONAL SERVICES

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

METHOD OF PAYMENT

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

A retainer will not be required for this contract.

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

TERMINATION

Nitsch Engineering reserves the right to revise this proposal should the signed copy not be received by September 11, 2017. This agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If this agreement is terminated by the Client, Nitsch Engineering will be paid for services rendered on the basis of services performed.

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

Mr. Lee P. Dore, Assoc. AIA, LEED AP, MCPPO: Nitsch Proposal #12260.1P August 10, 2017 Page 5 of 5

Thank you for requesting this proposal. We look forward to working with you on this project. Should the conditions in this proposal and the enclosed Standard Contract Terms meet with your approval, please sign and return both the "File Copy" of this proposal and the Standard Contract Terms to us for our files.

If you have any questions, please call.

Very truly yours,

Nitsch Engineering Inc. ick H. Havan, PE, PTOE

Project Manager

NHH/vas

Enclosures: Standard Contract Terms

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CLIENT AUTHORIZATION

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

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

Signature

Date

Printed Name and Title

Approved by

Fayssal J. Husseini, PE, PTOE, LEED Green Associate Vice President – Transportation Engineering



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

www.nitscheng.com

STANDARD CONTRACT TERMS

Proposal #12260.1P

Date: August 10, 2017

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

1. SCOPE OF SERVICES

Nitsch Engineering, as representative of the Client, shall perform the engineering services described in the attached proposal.

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

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

2. <u>STANDARD OF CARE</u>

Client acknowledges that the services provided for in this Agreement may require Nitsch Engineering to make decisions based on experience and engineering judgment, rather than on precise scientific or empirical criteria. Nitsch Engineering shall endeavor to perform the services to be under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by other professional engineers performing such Services within the limits prescribed by the Client or set forth in the Proposal, at the same time, in the same locality at the site, and under the same or similar circumstances and conditions.

3. <u>CERTIFICATIONS/ASSIGNMENT</u>

The proposed language of certificates, affidavits or certifications requested of Nitsch Engineering or Nitsch Engineering's consultants shall be submitted to Nitsch Engineering for review and approval at least 14 days prior to execution. The Client shall not request certifications and/or affidavits that would require knowledge or services beyond the scope of this Agreement and/or beyond the professional qualifications and engineering expertise of Nitsch Engineering.

4. PAYMENT AND TERMS; SUSPENSION OF SERVICES

Invoices are sent to clients around the 30th of each month for the prior month and payment is due within 10 calendar days of the invoice date. If payment is not made within 30 calendar days of the invoice date, the amounts due shall include an interest assessment at the rate of 11/2% per month commencing on the 30th day. If the Client fails to make payment when due for services and reimbursable expenses, Nitsch Engineering may, upon seven (7) days' written notice to Client, suspend performance of services under this Agreement. Unless payment in full is received by Nitsch Engineering within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, Nitsch Engineering shall have no liability to the Client for delay or damage caused the Client because of such suspension of services.

Nitsch Engineering Standard Contract Terms Page 2 of 4

5. <u>RESTART</u>

If the project is stopped for a period greater than 60 days, a restart fee of 10% of the project fee will be required to compensate Nitsch Engineering for the necessary premium time and remobilization of staff and materials. Depending on the duration of the stoppage, an additional adjustment may be necessary to cover wage increases and general escalation.

6. <u>TERMINATION</u>

This Agreement may be terminated either by the Client or by Nitsch Engineering upon seven (7) days' written notice. In either case, all amounts for services and reimbursable expenses due as of the date of receipt of cancellation notice shall be paid to Nitsch Engineering within 30 days from the date of Nitsch Engineering's final invoice following notice of termination.

7. WAIVER OF SUBROGATION

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

8. INSURANCE

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

9. TRANSFER/REASSIGNMENT OF AGREEMENT

This Agreement cannot be transferred or reassigned to any other entity without the prior written authorization of Nitsch Engineering.

10. LIMITATION OF LIABILITY

The Client agrees to limit Nitsch Engineering's liability to the Client for or on account of all claims and/or damages of any nature whatsoever caused by or arising out of Nitsch Engineering's performance of its services, such that the total aggregate liability of Nitsch Engineering for any and all claims and/or damages of any nature whatsoever, arising out of the performance of Nitsch Engineering's services on the project, shall not exceed \$50,000 or Nitsch Engineering's total fee for services rendered on the project; whichever is greater.

11. HAZARDOUS WASTE/ASBESTOS/CONTAMINANTS

Nitsch Engineering shall not be responsible for the discovery of, treatment of, disposal of, permitting for, or any services involving or relating to the presence of or the actual or threatened release, escape, or discharge of hazardous waste, asbestos, and/or other contaminants which may exist on the site, in any of the existing structures on the site, or due to the proposed development. It is agreed that the Client, to the fullest extent permitted by law, shall release and indemnify and hold harmless Nitsch Engineering and its consultants, agents, and employees, from and against all claims, damages, losses, and expenses, direct and indirect, including but not limited to attorney's fees and defense costs, arising out of or resulting from the performance of any services by Nitsch Engineering, or claims against Nitsch Engineering related to, involving, or arising out of hazardous waste, asbestos, or other contaminants.

12. OWNERSHIP AND USE OF DOCUMENTS

All documents including drawings and specifications prepared or furnished by Nitsch Engineering under this Agreement are instruments of service with respect to the project. Nitsch Engineering shall retain the ownership and property interest in those instruments of service whether or not the project is completed; however, if the project is completed project. These documents are not intended or represented to be suitable for reuse by Client or others in connection with (a) the completion of the project if Nitsch Engineering's Agreement has been terminated or Nitsch Engineering otherwise is not involved in the project; (b) extensions of the project; and/or (c) any other project. Any reuse without written verification or adaptation by Nitsch Engineering for the specific purpose intended will be at the Client's sole risk and without any liability or legal exposure to engineer or its consultants. The Client shall indemnify and hold harmless Nitsch Engineering, and its consultants, from any and all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Nitsch Engineering to further compensation at rates to be agreed upon by the Client and Nitsch Engineering.

Nitsch Engineering Standard Contract Terms Page 3 of 4

Further, Nitsch Engineering agrees to provide materials to the Client stored electronically. The Client recognizes that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media ("CADD Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the CADD Documents provided to the Client are for informational purposes only and not as an end product. Nitsch Engineering makes no warranties, either express or implied, regarding the fitness or suitability of the CADD Documents. Accordingly, the Client agrees to waive any and all claims against Nitsch Engineering resulting in any way from the unauthorized reuse or alteration of the CADD Documents.

13. ESTIMATES AND/OR OPINIONS OF COST

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

14. <u>SERVICES MADE NECESSARY BY LACK OF CONTRACTOR PERFORMANCE;</u> INDEMNIFICATION

It is the Client's responsibility to hire the contractor, and it is the contractor's responsibility to install and complete fully operable systems. The Client agrees to pay Nitsch Engineering at the rates listed in Items 16 and 17 below for all its troubleshooting work due to contractor's inability to achieve satisfactory operation.

Client shall hold harmless, defend and indemnify Nitsch Engineering, its officers, agents, employees, and consultants, from any and all liabilities, claims, damages, and suits arising out of the negligence of the Client or its agents, or liability due to the negligence of any contractor(s) performing any portion of the work and supplying any materials, or any other parties, except for any liability of Nitsch Engineering, or its consultants due to the sole negligence of Nitsch Engineering, or its consultants.

15. EFFECTIVE DATE

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

16. SCHEDULE OF FEES (except where stated otherwise in proposal):

Unless stated otherwise in proposal, Nitsch Engineering's hourly rates are as follows:

a.	Principal	\$225.00/hour
b.	Expert Witness	300.00/hour
C.	Senior Project Manager – Structural	210.00/hour
d.	Senior Project Manager	198.00/hour
e.	Project Manager	170.00/hour
f.	Survey Project Manager	160.00/hour
g.	Senior Structural Engineer	180.00/hour
h.	Senior Project/Traffic Engineer	150.00/hour
i.	Project Engineer – Structural	155.00/hour
j.	Project/Traffic Engineer	140.00/hour
k.	Senior Transportation/Project Designer	125.00/hour
L	Project Surveyor	140.00/hour
m.	Transportation/Project Designer	115.00/hour
n.	Survey Technician	105.00/hour
ο.	Senior CAD Operator	100.00/hour
p.	GIS Manager	130.00/hour
q.	CAD Operator	85.00/hour
r.	Two-Person Field Crew	185.00/hour
S.	Robotic Survey Crew	130.00/hour
t.	Crew Chief	105.00/hour
u.	Instrument Operator	80.00/hour
٧.	Administrative	60.00/hour
w.	Outside Consultant Services	Cost plus 10%
х.	Mileage	Charged at the IRS approved rate

These rates are valid through September 30, 2017, and are then subject to adjustment.

Nitsch Engineering Standard Contract Terms Page 4 of 4

Collection: If the Client fails to pay fees due for services rendered, the Client agrees to pay all costs of collection, including, but not limited to, any reasonable attorney costs.

17. REIMBURSABLE EXPENSES

Normal reimbursable expenses are in addition to the fee for services and shall be billed at 1.10 times the amount expended. Reimbursable expenses include all expenses associated with the project such as travel including tolls, parking, transportation, meals, and lodging; printing, copying and handling of documents; film and processing; regulations and by-laws/ordinances; telephone calls and other communication charges; postage and delivery; equipment for tests; and permit application fees.

18. THIRD PARTIES

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client and Nitsch Engineering.

19. APPLICABLE STATE LAW

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

20. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Neither party, nor their parent, affiliated or subsidiary companies, nor the officers, directors, employees or agents of any of the forgoing, shall be liable to the other in any action or claim brought by either party against the other for incidental, indirect, or consequential damages arising out of or related to the Services whether based on contract, tort, statute or otherwise.

21. MEDIATION

Prior to the initiation of any legal proceedings, the parties agree to submit all claims, disputes, or controversies arising out of, or in relation to the interpretation, application, or enforcement of this Agreement to mediation. Mediation shall be conducted under the auspices of the American Arbitration Association in accordance with its existing terms and procedures. The cost of mediation shall be borne equally by the parties. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this Agreement and the American Arbitration Association. This Article shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such a claim or dispute under the laws of the Commonwealth of Massachusetts.

ACCEPTED:

Signature

DATE:

Printed name and title

Revised: August 31, 2016

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 4

WHEREAS, the <u>Town of Northbridge</u> ("Owner") and <u>Dore & Whittier Architects, Inc.</u>, (the "Designer") (collectively, the "Parties") entered into a Contract for Designer Services for the <u>W.</u> <u>Edward Balmer Elementary School Project (Project Number 201502140001)</u> at the <u>W. Edward</u> Balmer Elementary School on June 26, 2017 "Contract"; and

WHEREAS, effective as of August 15, 2017, 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:

	Original Contract	Prior Amendments	This Amendment	After this Amendment
Feasibility Study Phase	\$200,000.00	\$33,380.00	\$14,850.00	\$248,230.00
Schematic Design Phase	\$225,000.00			\$225,000.00
Design Development Phase	\$			
Construction Document Phase	\$			
Bidding Phase	\$			
Construction Phase	\$			
Completion Phase	\$			
Total Fee	\$425,000.00	\$33,380.00	\$14,850.00	\$473,230.00

Fee for Basic Services:

This Amendment is a result of: Providing Site Survey and Wetland Delineation Services

ProPay Code: 0003-0000

3. The Construction Budget shall be as follows:

Original Budget:	\$ <u>NA</u>
Amended Budget	\$ <u>NA</u>

4. The Project Schedule shall be as follows:

Original Schedule:	\$ <u>NA</u>
Amended Schedule	\$ <u>NA</u>

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

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

OWNER

James R. Marzec (print name) Board of Selectmen, Town of Northbridge (print title) By ______ (signature) Date_____

DESIGNER

Lee Dore	
	(print name)
Principal	/ Vice President, Dore & Whittier Architects
	(print title)
By	
-	(signature)
Date	

DORE & WHITTIER ARCHITECTS, INC.

August 10, 2017

Mr. Joel Seeley, AIA COO, Executive Vice President Symmes Maini & McKee Associates Project Management 1000 Massachusetts Avenue Cambridge, MA 02138

Project: Balmer Elementary School FS/SD - #17-0759

Subject: ASR #4

Dear Joel,

As we have been directed by the School Building Committee to study the existing Balmer Elementary School site, we are moving forward with site-specific study of that location.

In accordance with contract Article 8, please accept the following fee proposal for additional consulting services, for the lump sum fee amount as follows:

Site Survey and Wetland Delineation Nitsch Engineering Inc. \$13,500.00

- Basic boundary and topo survey using available boundary documentation, GIS, LiDAR, with selected on-site verification, for planning-level study.
- Flagging and delineation of site wetlands on survey drawing, and buffer determination.

In accordance with contract Article 9, Dore & Whittier Architects hereby submits a fee for coordination of these additional services in the amount of 10%, or: \$1,350.00

TOTAL, ASR #4

\$14,850.00

Please see the attached consultant's proposal which details scope of services and schedule. Note that all other provisions of the prime contract remain in force.

Sincerely,

DORE & WHITTIER ARCHITECTS, INC.

Architects • Project Manager

DWA Dist.

file.

CC.

Lee P. Dore, Assoc, AIA, CSI, LEED AP, MCPPO Principal

ARCHITECTS PROJECT MANAGERS

260 Merrimac Street Bldg 7 Newburyport, MA 01950 978.499.2999 ph 978.499.2944 fax

212 Battery Street Burlington, VT 05401 802.863.1428 ph 802.863.6955



120 Front Street, Suite 820 Worcester, MA 01608-1425 T: 508-365-1030

www.nitscheng.com

August 11, 2017

Mr. Lee P. Dore, Assoc. AIA, LEED AP, MCPPO Principal Dore & Whittier 212 Battery Street Burlington, VT 05401 RE: Nitsch Proposal #12260.1P Balmer Elementary Land Surveying Services Northbridge, MA

Dear Lee,

Nitsch Engineering is pleased to submit this proposal to you (the Client) for professional land surveying services associated with the feasibility study for the Balmer Elementary School in Northbridge, Massachusetts. Nitsch Engineering understands that the Massachusetts School Building Authority (MSBA) feasibility study for the Balmer Elementary School includes investigating and preparing Schematic Design for the preferred site and concept.

This letter summarizes our scope, assumptions, schedule, and fee.

SCOPE OF SERVICES

Nitsch Engineering will prepare a preliminary conceptual approximate topographic and assessors map property line data compilation survey along with a field inspection of the site as shown on the survey limits sketch attached for schematic design purposes only. This will include the following tasks:

EXISTING CONDITIONS COMPILATION

- 1. Perform limited property research at the Town offices, the Worcester County Registry of Deeds, and the Massachusetts Land Court for record data on the locus property, abutting properties, and easements;
- 2. Perform limited office calculations to determine the approximate location of property lines and easements of record;
- Compile pertinent GIS data obtained from MassGIS and National Oceanic and Atmospheric Administration (NOAA) LiDAR data (contour data). This data set is from the 2015 USGS Maine & Massachusetts QL1 & QL2 Lidar project. Horizontal Datum will be Massachusetts State Plane (NAD 83) and the vertical datum will be North American Vertical Datum of 1988 (NAVD 1988);
- 4. Perform a limited field topographic and location survey of approximately 24.0 acres of the site as shown on the attached Survey Limits Sketch to include locations of significant observable surface improvements within the survey limits, such as buildings, building entrances, edge of paving, utilities, and spot checks of LiDAR data;

Mr. Lee P. Dore, Assoc. AIA, LEED AP, MCPPO: Nitsch Proposal #12260.1P August 11, 2017 Page 2 of 5

SCOPE OF SERVICES – continued

- 5. Perform limited research at the gas, water, sewer, telephone, electric, cable television, and steam utility companies/departments to obtain record data on utilities in the adjacent streets and services to the property. The American Society of Civil Engineers (ASCE) has defined four (4) quality levels for depicting underground utility lines (see document CI/ASCE 38-02). Each level contains the information from the lower levels (e.g., Level C includes Level D; Level A includes Levels B, C, and D). A summary of the Quality Levels are as follows: Quality Level A locations based on actual excavation and verification, Quality Level B locations based on surface geophysical methods and remote sensing techniques, Quality Level C locations based on visible above-ground utility features, Quality Level D locations based on existing records and/or oral recollections. The survey will show utilities to Quality Level C;
- 6. Compile record and field data with contours displayed at 1-foot intervals and prepare an AutoCAD drawing (.DWG), in Release 2016 or compatible version at 20 scale, utilizing Nitsch Engineering file format and drafting standards. The CAD file will include a note describing the intended use and level of accuracy of the data; and
- 7. Locate wetland flags as delineated by our consultant. Individual flags will be appropriately labeled and shown on the plan along with pertinent buffer zones.

WORK NOT INCLUDED IN THE SCOPE OF SERVICES

- 1. Performing a complete property line survey and a topographic survey.
- 2. Setting lot corners or other monumentation.
- 3. Performing construction layout, preparing record plans, or performing other Construction Phase services.
- 4. Performing advanced subsurface investigation, such as Ground Penetrating Radar (GPR) or Test Pits to locate utilities.
- 5. Obtaining field utility inverts and providing detailed pipe information.

ASSUMPTIONS

- 1. The survey will not be used for design purposes. Should design level survey be necessary, then additional surveys will be required.
- 2. Any revisions requested by the Client or other approving authorities after commencement of the survey will be considered Additional Services.
- 3. Regarding the utility information, Nitsch Engineering will indicate the structures and locations of utilities which are indicated on plans provided by utility companies/departments and/or that are observable on the ground surface during the survey. Nitsch Engineering does not guarantee the validity or completeness of the data from others.

Mr. Lee P. Dore, Assoc. AIA, LEED AP, MCPPO: Nitsch Proposal #12260.1P August 11, 2017 Page 3 of 5

ASSUMPTIONS – continued

- 4. Any pertinent information concerning the property line, easements, or agreements affecting the property, including but not limited to: deeds and plans, title reports, written or verbal agreements, adverse claims and knowledge of monuments existing, removed, or disturbed, will be provided by the Client.
- 5. The Client will indemnify and hold harmless Nitsch Engineering and its officers, agents, and employees with regard to any errors or omissions within any record document from which information was obtained, in whole or in part, and incorporated into documents prepared by Nitsch Engineering.
- 6. The Client will provide a copy of the deed and plan of locus.
- 7. The Client is responsible for providing and arranging open and uninterrupted access to the site prior to Nitsch Engineering's arrival. Should access not be supplied, Additional Services will be required.
- 8. Zoning information is to be provided by the Client. Nitsch Engineering will not render a zoning opinion or determine compliance or non-compliance with Zoning.
- 9. The site is not subject to Article 97 of the Massachusetts Constitution.
- 10. Horizontal and/or vertical datum conversions will not be required. Any conversions will require an Additional Services agreement.
- 11. LiDAR data will be randomly checked for estimated vertical accuracies as provided by its source. No guarantee is made or implied to accuracy of entire data set provided. Significant accuracies will be reported to the Client.
- 12. Property lines will be approximate and based on limited field and research of record deeds and plans. Any significant discrepancies will be reported to the Client.
- 13. A wetland consultant can only provide their interpretation of the limits of statutory Wetland Resource Area boundaries and only the appropriate regulatory agencies can provide a legal boundary. Thus, any boundary established by a consultant is subject to modification by the regulatory agencies.

TIME AND MANNER

Nitsch Engineering is prepared to begin work within 14 days upon receipt of this executed proposal and anticipates substantial completion within 45 working, not calendar, days thereafter. The completion of field tasks will be subject to weather conditions affecting the required field work.

COMPENSATION

Compensation for the services provided will be in accordance with Nitsch Engineering's Standard Contract Terms for Land Surveying Services, as attached. **The lump-sum cost for these services is \$13,500**. Costs will not be incurred by Nitsch Engineering beyond this lump-sum amount without prior written approval from the Client.

Mr. Lee P. Dore, Assoc. AIA, LEED AP, MCPPO: Nitsch Proposal #12260.1P August 11, 2017 Page 4 of 5

ADDITIONAL SERVICES

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

METHOD OF PAYMENT

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

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

TERMINATION

Nitsch Engineering reserves the right to revise this proposal should the signed copy not be received by September 15, 2017. This agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If this agreement is terminated by the Client, Nitsch Engineering will be paid for services rendered on the basis of services performed.

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

Mr. Lee P. Dore, Assoc. AIA, LEED AP, MCPPO: Nitsch Proposal #12260.1P August 11, 2017 Page 5 of 5

Thank you for requesting this proposal. We look forward to working with you on this project. Should the conditions in this proposal and the enclosed Standard Contract Terms for Land Surveying Services meet with your approval, please sign and return the "File Copy" of this proposal and the Standard Contract Terms for Land Surveying Services to us for our files.

If you have any questions, please call.

Very truly yours,

Nitsch Engineering, Inc.

Mark Violette

Mark E. Violette, PLS Senior Project Manager

MEV/vas

Approved by:

Denis R. Seguin, PLS Director of Land Surveying

Enclosures: Standard Contract Terms for Land Surveying Services Survey Limits Sketch

Q:\12260 Balmer Elem\Contract\Survey\12260.1 Survey Proposal.docx

CLIENT AUTHORIZATION

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

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

Signature

Date

Printed Name and Title



120 Front Street, Suite 820 Worcester, MA 01608-1425 T: 508-365-1030

www.nitscheng.com

STANDARD CONTRACT TERMS FOR LAND SURVEYING SERVICES

Proposal #12260.1P

Date: August 11, 2017

The following Standard Contract Terms, together with the attached proposal, constitutes the terms of the Agreement between Nitsch Engineering, Inc., and the Client with respect to the performance of land surveying services on the project. Nitsch Engineering, as representative of the Client, shall perform the land surveying services described in the attached proposal.

1. <u>STANDARD OF CARE</u>

Client acknowledges that the services provided for in this Agreement may require Nitsch Engineering to make decisions based on experience and surveying judgment, rather than on precise scientific or empirical criteria. Nitsch Engineering shall endeavor to perform the services to be under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by other professional land surveyors performing such Services within the limits prescribed by the Client or set forth in the Proposal, at the same time, in the same locality at the site, and under the same or similar circumstances and conditions.

2. <u>CERTIFICATIONS/ASSIGNMENT</u>

The proposed language of certificates, affidavits or certifications requested of Nitsch Engineering or Nitsch Engineering's consultants shall be submitted to Nitsch Engineering for review and approval at least 14 days prior to execution. The Client shall not request certifications and/or affidavits that would require knowledge or services beyond the scope of this Agreement and/or beyond the professional qualifications and engineering expertise of Nitsch Engineering.

3. WAIVER OF SUBROGATION

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

4. INSURANCE

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

5. TRANSFER/REASSIGNMENT OF AGREEMENT

This Agreement cannot be transferred or reassigned to any other entity without the prior written authorization of Nitsch Engineering.

6. <u>LIMITATION OF LIABILITY</u>

The Client agrees to limit Nitsch Engineering's liability to the Client for or on account of all claims and/or damages of any nature whatsoever caused by or arising out of Nitsch Engineering's performance of its services, such that the total aggregate liability of Nitsch Engineering for any and all claims and/or damages of any nature whatsoever, arising out of the performance of Nitsch Engineering's services on the project, shall not exceed \$50,000 or Nitsch Engineering's total fee for services rendered on the project, whichever is greater.

7. OWNERSHIP AND USE OF DOCUMENTS

All documents including drawings and calculations prepared or furnished by Nitsch Engineering under this Agreement are instruments of service with respect to the project. Nitsch Engineering shall retain the ownership and property interest in those instruments of service whether or not the project is completed; however, if the project is completed, the Client may retain copies solely for information and record reference purposes in connection with the completed project. These documents are not intended or represented to be suitable for reuse by Client or others in connection with (a) the completion of the project if Nitsch Engineering's Agreement has been terminated or Nitsch Engineering otherwise is not involved in the project; (b) extensions of the project; and/or (c) any other project. Any reuse without written verification or adaptation by Nitsch Engineering for the specific purpose intended will be at the Client's sole risk and without any liability or legal exposure to engineer or its consultants. The Client shall indemnify and hold harmless Nitsch Engineering, and its consultants, from any and all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Nitsch Engineering to further compensation at rates to be agreed upon by the Client and Nitsch Engineering.

Further, Nitsch Engineering agrees to provide materials to the Client stored electronically. The Client recognizes that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media ("CADD Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the CADD Documents provided to the Client are for informational purposes only and not as an end product. Nitsch Engineering makes no warranties, either express or implied, regarding the fitness or

Nitsch Engineering Standard Contract Terms for Land Surveying Services Page 2 of 2

suitability of the CADD Documents. Accordingly, the Client agrees to waive any and all claims against Nitsch Engineering resulting in any way from the unauthorized reuse or alteration of the CADD Documents.

8. <u>EFFECTIVE DATE</u>

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

9. <u>SCHEDULE OF FEES</u> (except where stated otherwise in proposal):

Unless stated otherwise in proposal, Nitsch Engineering's hourly rates are as follows:

a.	Principal	\$225.00/hour
b.	Expert Witness	300.00/hour
C.	Survey Project Manager	160.00/hour
d.	Project Surveyor	140.00/hour
e.	Survey Technician	105.00/hour
f.	Senior CAD Operator	100.00/hour
g.	GIS Manager	130.00/hour
h.	CAD Operator	85.00/hour
i.	Two-Person Field Crew	185.00/hour
j.	Robotic Survey Crew	130.00/hour
k.	Crew Chief	105.00/hour
Ι.	Instrument Operator	80.00/hour
m.	Administrative	60.00/hour
n.	Outside Consultant Services	Cost plus 10%
0.	Mileage	Charged at the IRS approved rate

These rates are valid through September 30, 2017, and are then subject to adjustment.

Collection: If the Client fails to pay fees due for services rendered, the Client agrees to pay all costs of collection, including, but not limited to, any reasonable attorney fees.

10. REIMBURSABLE EXPENSES

Normal reimbursable expenses are in addition to the fee for services and shall be billed at 1.10 times the amount expended. Reimbursable expenses include all expenses associated with the project such as travel including tolls, parking, transportation, meals, and lodging; printing, copying and handling of documents; film and processing; regulations and by-laws/ordinances; telephone calls and other communication charges; postage and delivery; equipment for tests; and permit application fees.

11. THIRD PARTIES

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client and Nitsch Engineering.

12. <u>APPLICABLE LAW</u>

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

13. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Neither party, nor their parent, affiliated or subsidiary companies, nor the officers, directors, employees or agents of any of the forgoing, shall be liable to the other in any action or claim brought by either party against the other for incidental, indirect, or consequential damages arising out of or related to the Services whether based on contract, tort, statute or otherwise.

14. <u>MEDIATION</u>

Prior to the initiation of any legal proceedings, the parties agree to submit all claims, disputes, or controversies arising out of, or in relation to the interpretation, application, or enforcement of this Agreement to mediation. Mediation shall be conducted under the auspices of the American Arbitration Association in accordance with its existing terms and procedures. The cost of mediation shall be borne equally by the parties. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this Agreement and the American Arbitration Association. This Article shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such a claim or dispute under the laws of the Commonwealth of Massachusetts.

ACCEPTED:

Signature

DATE: _____

Printed name and title



	iary 14, 2017 ted August 11, 2017		Feasibili	Elementary S ity Study oject Schedule		PROJECT MANAGEMENT SI					SMI	MMA	
D	Task Name	Duration \$	Start	Finish	2015	2016	2017	2018	2019	2020	2021	2022	2023
1	MSBA PREREQUISITES	434 days	3/9/2015	11/9/2016									
4	RETAIN OPM	45 days	1/30/2017	4/3/2017									
10	RETAIN DESIGNER	80 days	3/8/2017	6/27/2017									
11	Draft Designer RFS and Submit to MSBA	10 days	3/8/2017	3/21/2017									
12	MSBA Approve Draft RFS	11 days	3/21/2017	4/4/2017									
13	Submit to Central Register	0 days	4/6/2017	4/6/2017			🔶 4/6	6/2017					
14	Notice in Central Register	0 days	4/12/2017	4/12/2017			♦ 4/ ⁻	12/2017	,				
15	Briefing Session	0 days	4/18/2017	4/18/2017			4 /	18/2017	,				
16	Submit Designer Proposals	0 days	5/2/2017	5/2/2017			5/	2/2017					
17	MSBA DSP Proposal Review Meeting	0 days	6/6/2017	6/6/2017		6/6/201	17 🛑 N	ISBA D	SP Pro	posal F	Review	Meetin	g
18	MSBA DSP Interview Meeting	0 days	6/20/2017	6/20/2017		6/20/20 ⁻	17 🛑 M	NSBA D	SP Inte	erview	Meeting	g	
19	Negotiate Designer Contract	6 days	6/20/2017	6/27/2017									
20	FEASIBILITY STUDY (FS)	166 days	6/27/2017	2/14/2018									
21	Develop Preliminary Design Program (PDP)	74 days	6/27/2017	10/6/2017									
22	Community Presentations	52 days	7/27/2017	10/6/2017									
23	Grade Reconfiguration Public Meetings	31 days	8/25/2017	10/6/2017									
24	Submit PDP to MSBA Staff	0 days	10/6/2017	10/6/2017		10/6/2	2017 🛑	Subm	it PDP	to MSB	A Staff	F	
25	Develop Preferred Schematic Report (PSR)	64 days	10/6/2017	1/3/2018									
26	Community Presentations	64 days	10/6/2017	1/3/2018									
27	Grade Configuration Public Meetings	64 days	10/6/2017	1/3/2018									
28	Submit PSR to MSBA FAS	0 days	1/3/2018	1/3/2018		1/3	3/2018	🔵 Sub	mit PSF	R to MS	SBA FA	S	
29	MSBA Board Meeting	0 days	2/14/2018	2/14/2018		2/1	4/2018	🔴 MS	BA Boa	ard Mee	eting		
30	SCHEMATIC DESIGN (SD)	95 days	2/14/2018	6/27/2018									
31	Develop Schematic Design	61 days	2/14/2018	5/9/2018									
32	Community Presentations	61 days	2/14/2018	5/9/2018									
33	Submit Schematic Design to MSBA	0 days	5/9/2018	5/9/2018			5/9/201	8 🔴 S	ubmit S	Schema	tic Des	ign to l	MSBA
34	MSBA Board Meeting	0 days	6/27/2018	6/27/2018			6/27/20	18 🛑 🛚	ISBA E	Soard N	leeting		
35	LOCAL APPROPRIATION										_		
38	DESIGN AND CONSTRUCTION (TBD)												

2017

Recent Elementary School Projects Approved by MSBA Board - PSR or SD Between March 2015 and June 2017

2015

Woburn - Wyman ES SD 3/25/2015 BOD Meeting Bid Spring 2016-149

Brookline - Devotion SD 6/3/2015 BOD Meeting Bid Summer 2016 - 149A

K-5 410 Students 70,701 SF \$33,705,000 Total Project Cost \$476.73 Cost/SF

1010 Students 227,087 SF \$120,150,000 Total Project Cost \$529.09 Cost/SF

New Bedford - Hannigan ES 8/6/2015 BOD Meeting Fall 2016 - 149

Hopkinton - Center ES SD 9/30/2015 BOD Meeting Bid Fall 2016 - 149A

Templeton ES

SD

Bid

SD 11/18/2015 BOD Meeting Bid Fall 2016 - 149

Carver ES

SD 11/18/2015 BOD Meeting Bid Fall 2016 - 149

K-8 K-5

480 Students 74,056 SF \$36,747,187 Total Project Cost \$496.21 Cost/SF

K-1 395 Students 83,680 SF \$45,629,373 Total Project Cost \$545.28 Cost/SF

K-5 580 Students 92.735 SF \$47,563,184 Total Project Cost

K-5 750 Students 112,350 SF \$51,953,585 Total Project Cost \$462.43 Cost/SF

Granby - West Street ES SD 1/20/2016 BOD Meeting Bid Spring 2017 - 149

Dedham - ECC SD 3/23/2016 BOD Meeting Bid Spring 2017 - 149

Amherst Wildwood ES SD 11/9/2016 BOD Meeting Bid Fall 2017 - 149A

Bourne -Peebles ES SD 11/9/2016 BOD Meeting Bid Fall 2017 - 149

Needham - Hillside ES

SD 7/13/2016 BOD Meeting Bid Summer 2017 - 149

Hanover - Sylvester ES

SD 7/13/2016 BOD Meeting Bid Fall 2017 - 149

Newton - Cabot ES SD 11/9/2016 BOD Meeting

Bid Fall 2017 - 149A

K-6 Reno/Add 430 Students 68,760 SF \$34,208,975 Total Project Cost \$497.51 Cost/SF

2016

PK-K 200 Students 50.988 SF \$29,763,402 Total Project Cost \$583.73 Cost/SF

2-6 750 Students 122,272 SF \$67,207,225 Total Project Cost \$549.65 Cost/SF

3-5 460 Students 72.680 SF \$39,919,041 Total Project Cost \$549.24 Cost/SF

K-5 430 Students 90.927 SF \$65,907,414 Total Project Cost \$724.84 Cost/SF

2-4 Reno/Add 560 Students 100,590 SF \$32,446,161 Total Project Cost \$322.56 Cost/SF

K-5 480 Students 84.262 SF \$48,999,776 Total Project Cost \$581.52 Cost/SF

Ipswich - Winthrop ES PSR 2/15/2017 BOD Meeting Bid Spring 2018 - TBD

Lexington- Maria Hastings E PSR

2/15/2017 BOD Meeting Bid Fall 2018 - 149A

Millis-Clyde Brown ES

SD 5/12/2017 BOD Meeting Bid Spring 2018 - 149A

Clarksburg ES

PSR 5/12/2017 BOD Meeting Bid Fall 2018 - TBD

K-5 775 Students 123,700 SF \$66,687,466 Total Project Cost \$539.11 Cost/SF

K-5 645 Students 110.374 SF \$61,737,630 Total Project Cost \$559.35 Cost/SF

K-5 515 Students 89,852 SF \$52,765,857 Total Project Cost \$587.25 Cost/SF

K-8 Ren/Add 150 Students 34,817 SF \$17,805,970 Total Project Cost \$511.42 Cost/SF

\$512.89 Cost/SF

NORTHBRIDGE PUBLIC SCHOOLS W. EDWARD BALMER SCHOOL

Join us for our second community meeting on

August 28, 2017

To learn about progress and share your thoughts on

a new or renovated school project!

We want to hear from you!

EDUCATIONAL PROGRAMMING

Hear about the Educational Visioning sessions:

- how a new school might be organized
- the development of the educational program
- grades served and school size

PROPOSED SCHOOL SITE

Gain an understanding of:

- the decision-making process for site selection
- overall site organization
- proposed site amenities

DESIGN ALTERNATIVES

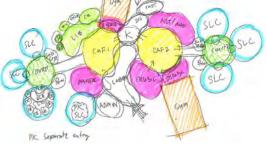
Find out early ideas for:

- preliminary diagrams for site and building
- relationship of inside to outside
- how does the education program inform the design

PROCESS AND SCHEDULE

Review and update of:

- the parameters of the feasibility study
- the project schedule and process







Northbridge Elementary School Cafeteria

MEETING LOCATION:

30 Cross Street, Whitinsville

August 28 - 6:00 - 8:00 PM

CHILD CARE WILL BE PROVIDED

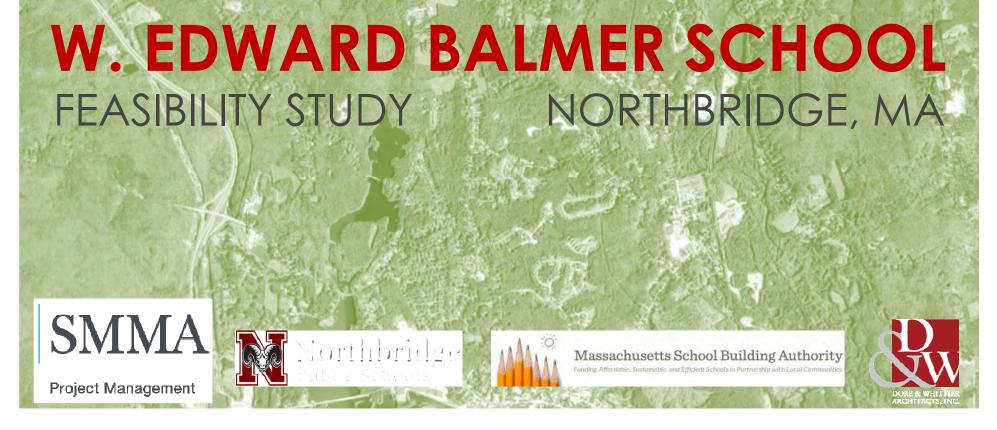
Project Website: <u>https://www.nps.org/w-edward-balmer-school-building-project</u> Project Email: <u>BalmerSBC@smma.com</u>

SPONSORED BY THE BALMER SCHOOL BUILDING COMMITTEE



SMMA – Owner's Project Manager Dore & Whittier Architects
IN PARTNERSHIP WITH THE MASSACHUSETTS SCHOOL BUILDING AUTHORITY





School Building Committee Meeting AUGUST 15, 2017

- 1. Educational Planning & Visioning Update
- 2. Preliminary Space Summary/ Room Size Analysis
- 3. Site Planning Balmer site
- 4. Schedule and Process Update
- 5. Questions, Comments, Feedback





EDUCATIONAL PLANNING & VISIONING UPDATE

This is a summary document highlighting the key takeaways from educational visioning sessions held on 7/31, 8/1, and 8/9/17

Participants included:

- Northbridge Public Schools educators and administrators
- Community members
- Parents
- Students
- Representatives of local non-profits

- Dr. Frank Locker, Educational Planning Consultant
- Joel Seeley, SMMA, Owner's Project

Manager

Dore & Whittier Architects, Educational Planners, and Interior Designers

VISIONING WORKSHOP FINDINGS AND TAKE-AWAYS





July 31: Visioning 1 "Developing Understanding"

- The jobs we are educating our kids for now do not exist yet
- Problem solving skills paramount for the future
- Most important Learning Modalities:
 - Small Group Work/ Student Collaboration
 - Project-Based Learning
- Interdisciplinary Learning
 - Lecturing was voted least important (unan.)
- Safety and Security is a key consideration



VISIONING WORKSHOP FINDINGS AND TAKE-AWAYS July 31: Visioning 1 "Developing Understanding"



- Top 3 most important teaching & learning concepts:
 - Emotional Intelligence
 - Project-Based learning
 - Environmental Science/ STEAM/ Sustainable Living
- Top 4 most important facility concepts:
 - Small Learning Communities/Suites of Spaces
 - Flexible, Varied, Brain-Based Furniture
 - Project Spaces
 - Empowering Student Collaboration

VISIONING WORKSHOP FINDINGS AND TAKE-AWAYS

August 1: Visioning 2 "Educational Definition"

- School Organizational Structure: Overall
 - Discussed natural breaks in grade PK-12 grade continuity

PK K 1 2 3 4 5 6 7 8 9 10 11 12

Discussed how Grade 5 is closer to 4 than it is to 6.







VISIONING WORKSHOP FINDINGS AND TAKE-AWAYS

August 1: Visioning 2 "Educational Definition" School Organizational Structure: Internal

Different for lower and upper elementary schools, Grade 3 transition

Preferred Organizational Models:

- Some consensus; common threads:
 - Lower: Grade-level classrooms + multi-age+ looping
 - Upper: teachers as content specialists + thematic learning + looping





Visioning

visioning

VISIONING WORKSHOP FINDINGS AND TAKE-AWAYS

August 1: Visioning 2 "Educational Definition"



School Size: 1030 enrollment preferred

- "It can do all the things a 510-student school can do..." by breaking down scale using small learning communities.
- "Allows for more opportunity student and teachers."
- "More opportunities for collaboration among faculty; more 'combinations'."
- "Can build a stronger community with continuity across ages/grades."

VISIONING WORKSHOP FINDINGS AND TAKE-AWAYS August 1: Visioning 2 "Educational Definition"

TT & OUEVALL CTRUCTURE
OPrek K 1234567891011
苏
20grade level disadvantages
A - No change, No traumas - Hore transtions, 1000 st -gr 5-8, developmentally, 10 gr 5-8
B-less transitions, 1000 th Annual - change, adapt current "Horms"
S Railaing Size
530 students - No blaget impact, similar shafting. continue lamms,
1030 Swhent Kourriculum allignment (Vertical) opportunities income
1)-long tern cost sources similar socied impact - improved community 1) -long tern cost sources - improved intervent (Socied 1) - improved intervent (Soci
better firoreials longlerm
M Loropr School
solution (No Band alds)
Bonies P Student opportunities increase
G New School Increased along w/ potential teacher *
We we will the party Volue Cross age collaboration.

School Size: 1030 enrollment preferred

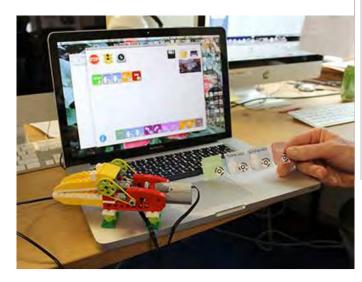
- "Fewer school building transitions"
- "Better curriculum alignment"
- "Long-term cost savings"
- "Why not fix two problems at once?"
- "Bonus: New or Rejuvenated School = Increased property values!"
- "Improved Community Involvement"
- "One big happy family"

VISIONING WORKSHOP FINDINGS AND TAKE-AWAYS

August 1: Visioning 2 "Educational Definition"

- Innovations in Education:
 - Project-Based Learning and Making Things are of primary importance in Northbridge going forward.







SCHOOL TRANSFORMATION + DEVELOPMENT MAP Frank Locker Educational Planning

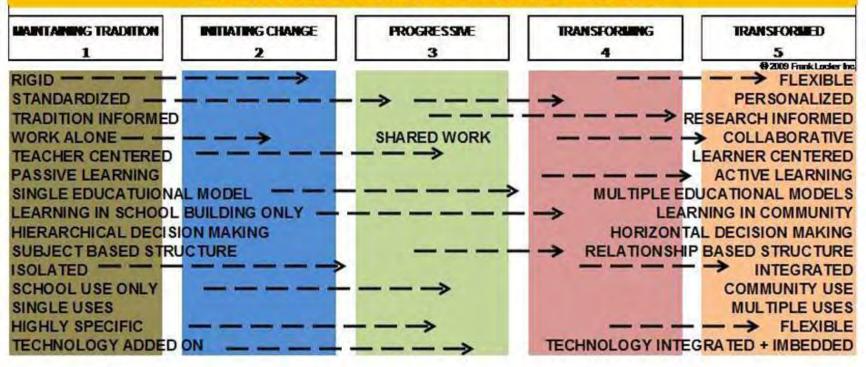
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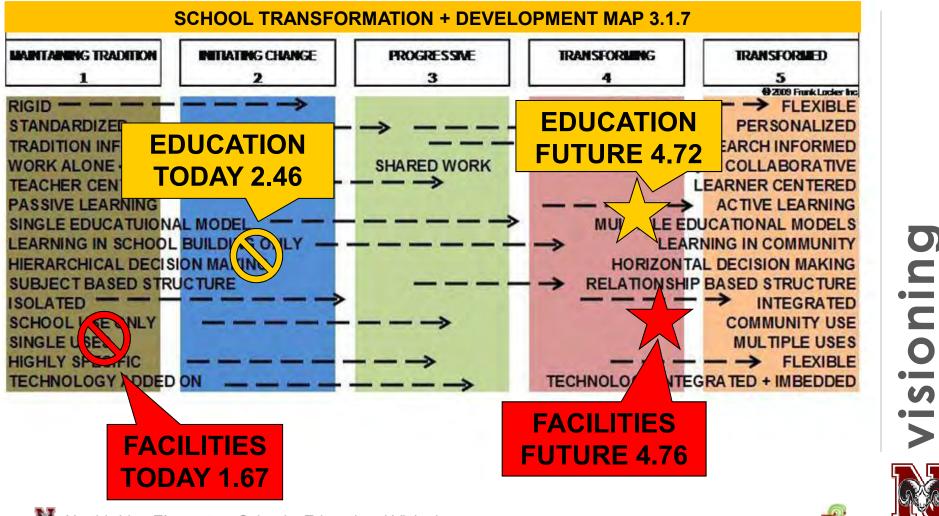
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SCHOOL TRANSFORMATION + DEVELOPMENT MAP 3.1.1





Northbridge Elementary Schools Educational Visioning

Frank Locker Educational Planning



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VISIONING WORKSHOP FINDINGS AND TAKE-AWAYS

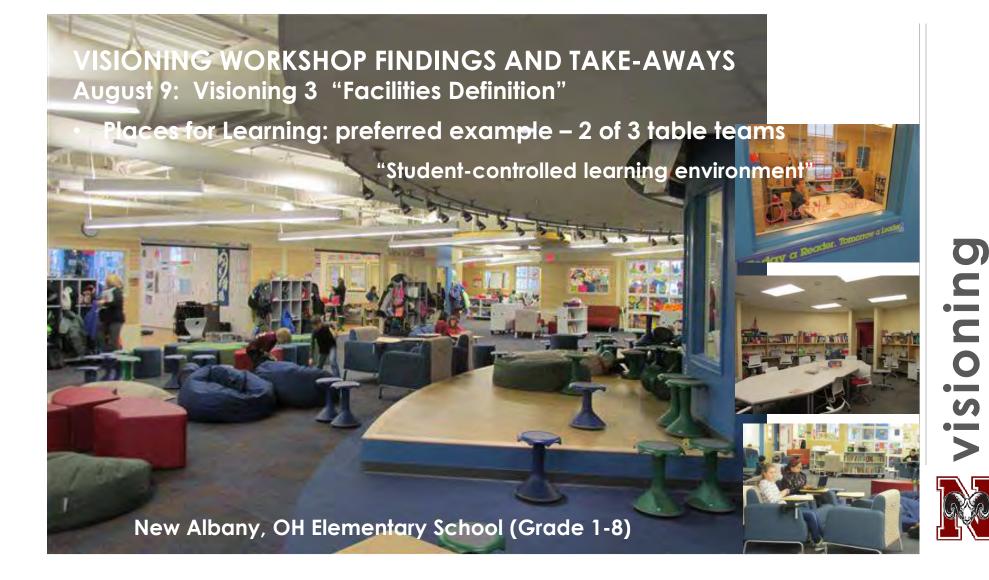
August 9: Visioning 3 "Facilities Definition"

- School Transformation and Development Map:
 - The facilities are getting in the way of educational delivery.
 - There is consensus in the group about where Northbridge is now, and where it wants to go.
 - (clustering of votes)

• Places for Learning: most preferred example – 3 of 3 table teams



Forest Avenue K-2 Center, Middletown, RI



• Future Furniture: 3 most preferred examples

Student-controlled learning environment, New Albany OH – previous slide

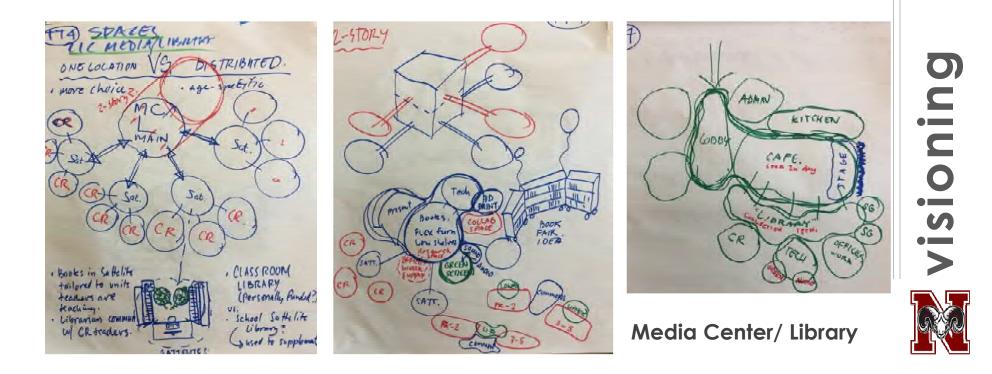


Instructional Modules

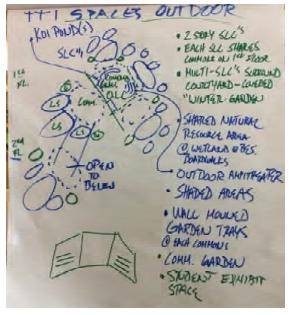


Flexible, Movable Desks

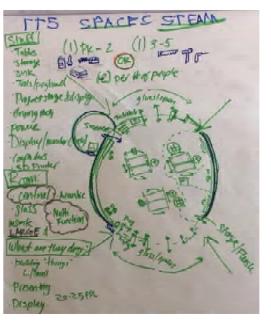
• Defining Spaces: some CONCEPT sketches of envisioned spaces



• Defining Spaces: some CONCEPT sketches of envisioned spaces



Outdoor Learning Spaces



STEM/STEAM instruction

visioning

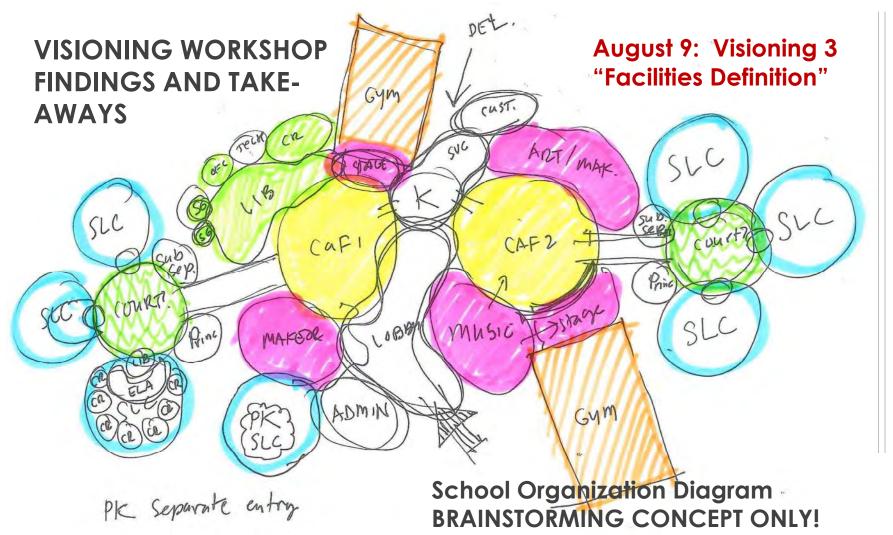
VISIONING WORKSHOP FINDINGS AND TAKE-AWAYS August 9: Visioning 3 "Facilities Definition"

Overall School

Organization Diagram

- Relationships of major elements
- Size & Scale
- BRAINSTORMING
 CONCEPT ONLY!

500



EDUCATIONAL PLANNING NEXT STEPS:

- Follow up with faculty report out these results take further input & feedback
- District should already have started Education Program
- Fold into Educational Program findings and conclusions from Visioning
- Manifest findings and conclusions in Space Summary (Architectural Program)
- Meet with staff, students to get more detail on space program

EDUCATIONAL VISION

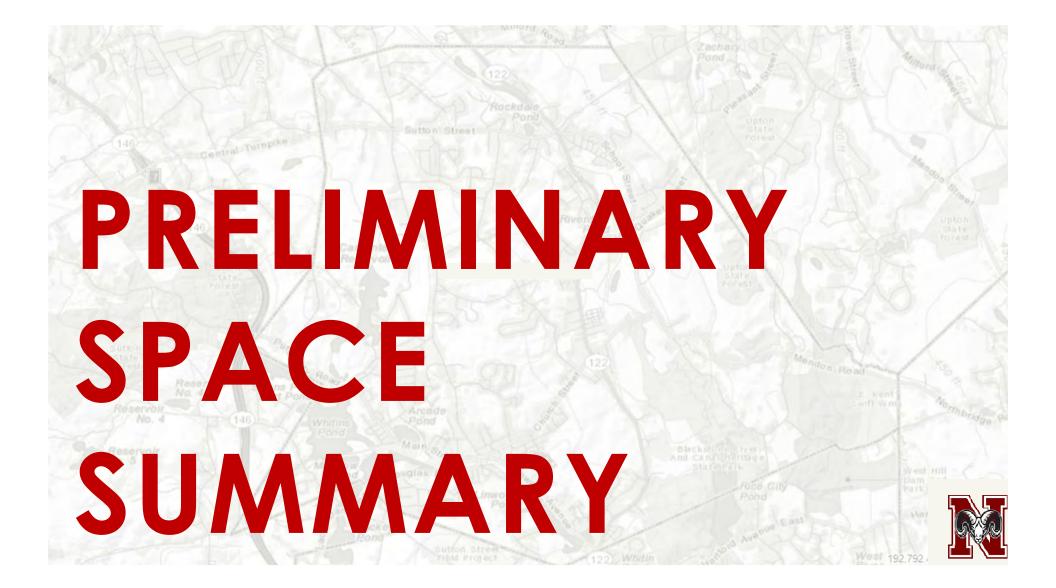
EDUCATIONAL PROGRAM

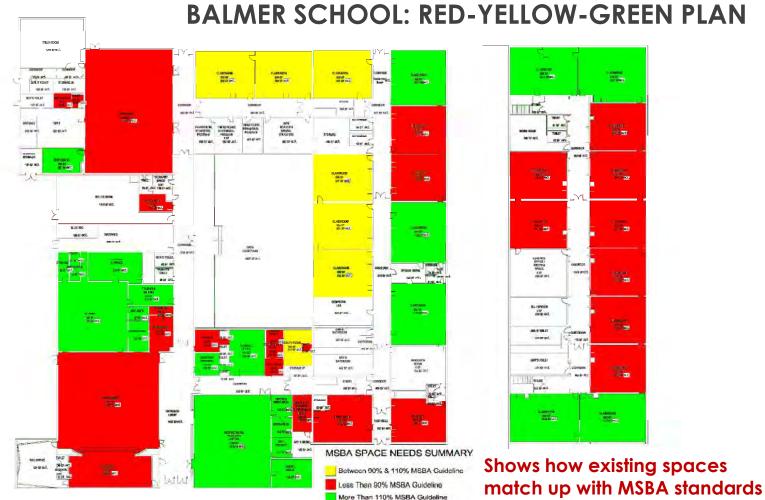
EDUCATIONAL NEEDS/ FUNCTIONS

ARCHITECTURAL SPACE PROGRAM

ARCHITECTURAL CONCEPTS

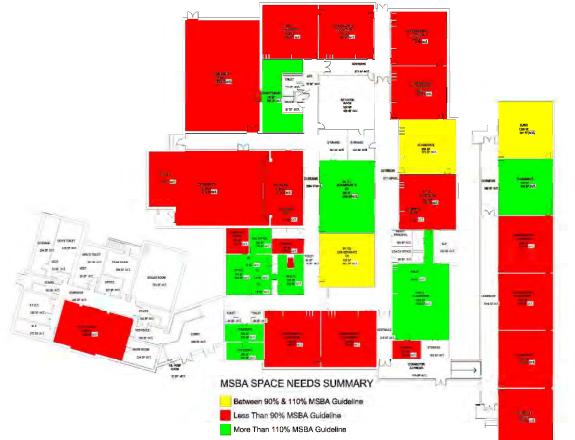
ARCHITECTURAL DESIGN

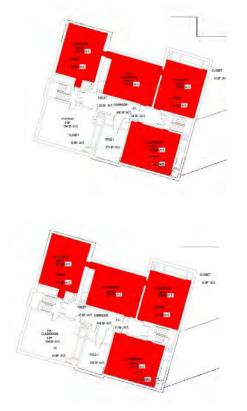




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NORTHBRIDGE ELEMENTARY SCHOOL: RED-YELLOW-GREEN PLAN





Shows how existing spaces match up with MSBA standards

summary U U spa

PRELIMINARY SPACE SUMMARY:

Listing of spaces, their square foot (SF) area, and SF totals

Grade 2-4 Option (510 enrollment):

٠	Existing SF:	50,515 NSF	71,871 GSF									
٠	MSBA Standard	52,107 NSF	79,305 GSF									
٠	Proposed SF*	~54,750 NSF	~82,200 GSF									
Grade PK-5 Option (1030 enrollment):												
٠	Existing SF:	50,515 NSF	71,871 GSF									
•	MSBA Standard	93,561 NSF	149,350 GSF									
٠	Proposed SF*	~103,700 NSF	~155,500 GSF									

*ESTIMATES ONLY! For order-of-magnitude planning only.



SITE EVALUATION CRITERIA

- Buildable Area (Acres)
- Wetlands/ Riparian Buffers/ Flood Zones
- Topography
- Soils
- Parklands/ Article 97 issues
 - Site Utilities (Water, WW,

Electric)

eservoir

Two-Way Access

- Safety
- Location/Bussing
- Land Acquisition Cost

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• "Fatal Flaws"

PRELIMINARY SITE ANALYSIS

BALMER ELEMENTARY SCHOOL FEASIBILITY STUDY

SITE SELECTION ANALYSIS

DORE & WHITTIER ARCHITECTS/ NITSCH ENGINEERING/ SMMA (OPM)

MAP	BLOCK C SITES	NAME	ADDRESS	ACREAGE	BUILDABLE ACREAGE	TOT SIZE	WETLAND! RIPA/FLOOD	TOPO/ SLOPES	SULS	PARKLAND! ART.97	WATER	ELECTRIC	2 WAY ACCESS	SAFETY	LOCATION/ BUSSING	PURCHASE PRICE	SCORE	RANK
7	138/141	BALMER SCHOOL/VAIL FLD	21 CRESCENT STREET	29.01	16.54	4	3	3	3	4	14-	4	2	- 4	4	4	39	
24	205	HIGH SCHOOL FIELDS	427 LINWOOD AVE - rear portion only	56.9	19.51	0'	4	i.	2	4	2	2	0	4	3	4	26	6
24A	56	LINWOOD PLAYGROUND	~240 PROVIDENCE ROAD	10.4	6.84	0	4	3	4	0	3	4	0	2	4	4	28	5
21	27	RIVERDALE MEM FIELD	1681 PROVIDENCE ROAD	26.1	10.83	3	4	3	2	1	2	2	0	4	3	4	28	4

PRIVATE SITES

14	15	BALD HILL SITE "BAD LANDS"	-450 CHURCH STREET	.97.3	17,19	4	3	2	2	4	1	1	4	4	- 4	0 2	29	3
24	21	PUCCIO SITE	~585 PROVIDENCE ROAD	71.95	18.88	4	4	0	1	4	(Ť)	1	2	4	4	0 7	25	7
11	54	HILL ST FARM	~1120 HILL STREET	41.2	29.88	4	4	4	4	4	0 ³	1	3	4	2	0 2	30	2

SCORING:

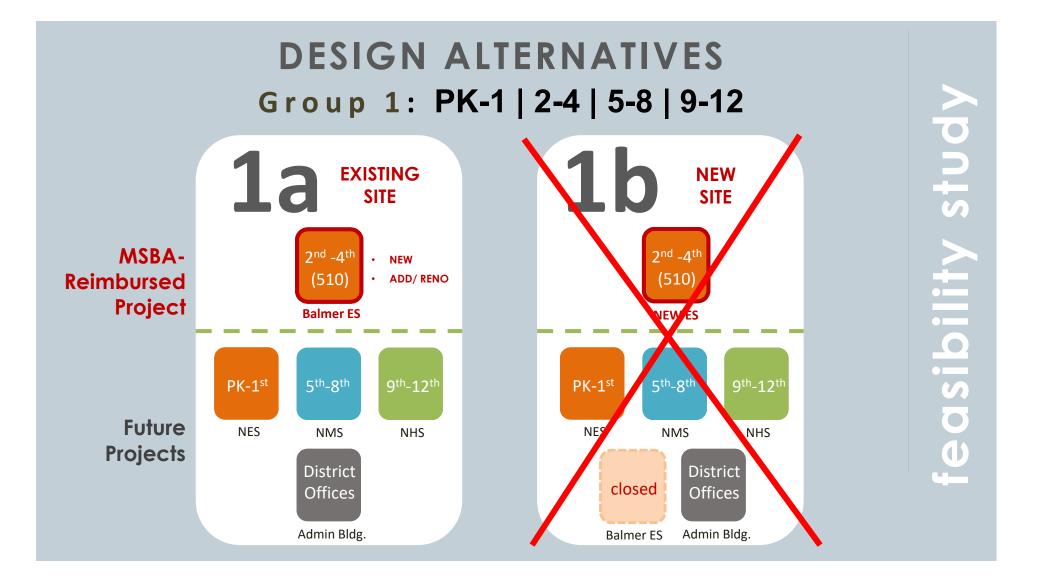
4=MOST DESIRABLE 0=LEAST DESIRABLE NOTES:

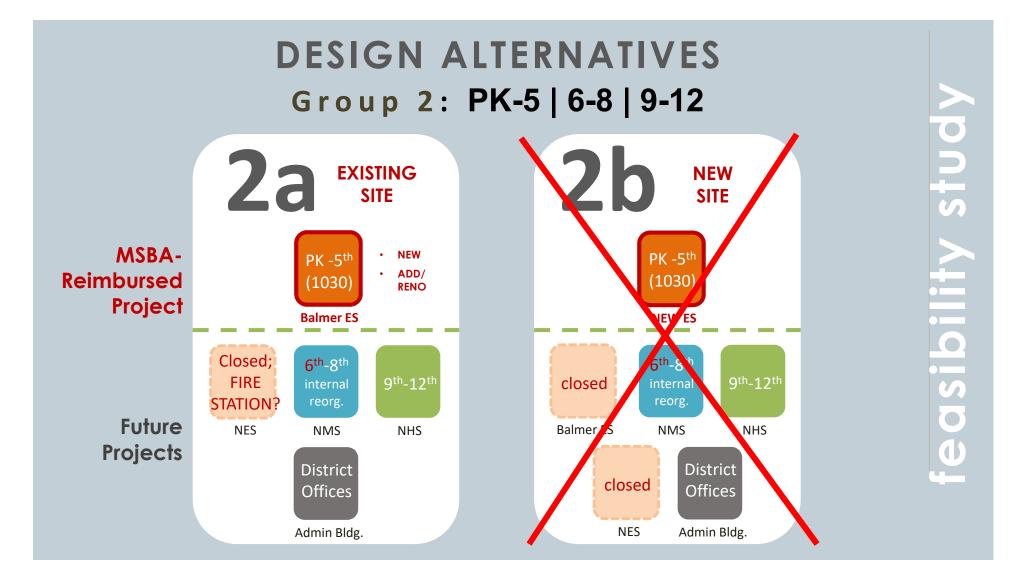
¹ Must replace HS fields - cifficult to do on this site

² Subject to change once purchase cost & terms known

* No Town sewer at this site - would need package septic treatment facility

DRAFT 2 7/27/2017





BALMER SCHOOL (EXISTING LOCATION)













