

**AGENDA**

Project:	Peebles Elementary School Feasibility Study	Project No.:	15041
Re:	School Building-Committee Meeting	Meeting Date:	10/8/2015
Meeting Location:	Bourne Veterans Memorial Community Center	Meeting Time:	6:00 PM
Prepared by:	Joel Seeley	Meeting No.:	4
Distribution:	Committee Members (MF)		

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1. Call to Order
2. Approval of Minutes
3. Approval of Invoices and Commitments
4. Preliminary Discussion of PDP Phase Deliverable
5. Preliminary Discussion of Educational Programming
6. Committee Questions
7. Public Comments
8. Next Meeting
9. Adjourn

2015 OCT 2 PM 3 47  
TOWN CLERK'S OFFICE  
BOURNE, MASS

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**SCHOOL BUILDING COMMITTEE  
PEEBLES ELEMENTARY SCHOOL**

All meetings held at the  
**Bourne Veterans Memorial Community Center at 6:00 PM**  
unless otherwise noted

**MEETINGS SCHEDULE AND AGENDAS  
September 25, 2015**

DATE	AGENDA
<i>Feasibility Study Phase (PDP)</i>	
September 29, 2015	SCHOOL BUILDING COMMITTEE MEETING Introduction of Flansburgh Architects (FAI) Approval of FAI Proposal Discussion of Project Goals Discussion of Detailed Schedule
October 8, 2015	SCHOOL BUILDING COMMITTEE MEETING Preliminary Discussion of Educational Programming
October 22, 2015	SCHOOL BUILDING COMMITTEE MEETING Preliminary Discussion of Existing Conditions
October 26, 2015	COMMUNITY VISIONING WORKSHOP - 6:00 to 9:00 PM - PEEBLES ELEMENTARY SCHOOL CAFETERIA
November 5, 2015	SCHOOL BUILDING COMMITTEE MEETING Educational Program Update Existing Conditions Update Preliminary Discussion of Construction Alternatives
November 19, 2015	SCHOOL BUILDING COMMITTEE MEETING Presentation of Construction Alternatives Discussion of Sustainable Design Goals
December 3, 2015	SCHOOL BUILDING COMMITTEE MEETING Presentation of Refined Construction Alternatives Review of Preliminary Cost Model
December 17, 2015	SCHOOL BUILDING COMMITTEE MEETING Evaluate Refined Construction Alternatives Review Cost Model Vote to Submit PDP and Top 3 Alternatives
December 18, 2015	SUBMIT PDP PACKAGE TO MSBA
ADDITIONAL MEETINGS TO BE SCHEDULED	

**Project Budget Status**

10/1/2015

Feasibility and Schematic Design Phase	MSBA ProPay Code	FSA Agreement 2/6/2015	Budget Revision 10/8/2015	Current Budget	Vendor	Committed	Balance
<b>OPM</b>	0001-0000	\$ 120,000.00	\$ (15,000.00)	\$ 105,000.00	SMMA	\$ 105,000.00	\$ -
Cost Estimates	0001-0000	\$ 20,000.00		\$ 20,000.00		\$ -	\$ 20,000.00
<b>DESIGNER</b>	0002-0000	\$ 500,000.00	\$ (135,000.00)	\$ 365,000.00	FAI	\$ 365,000.00	\$ -
<b>Environmental and Site</b>	0003-0000	\$ 90,000.00	\$ 50,000.00	\$ 140,000.00	FAI	\$ -	\$ 140,000.00
<b>Other</b>	0004-0000	\$ 20,000.00	\$ 100,000.00	\$ 120,000.00	**	\$ 672.13 **	\$ 119,327.87
<b>Total Budget</b>		<u>\$ 750,000.00</u>		<u>\$ 750,000.00</u>		<u>\$ 470,672.13</u>	<u>\$ 279,327.87</u>

\*\* Spent from Other

	Date	Amount
ProjectDog, Inc. - OPM Advertisement	3/18/2015	\$ 50.00
Recording Secretary - SBC Minutes	6/24/2015	\$ 361.59
Cape Cod Times - Designer Advertisemen	9/23/2015	\$ 145.60
Recording Secretary - SBC Minutes	9/23/2015	\$ 114.94
		<u>\$ 672.13</u>

TO: Director of Capital Planning

FROM: Mr. Steven Lamarche

Bourne Public Schools

Peebles Elementary School Project

MSBA Project ID Number: 201400360010

DATE: October 8, 2015

RE: Feasibility Study Agreement (FSA) Budget Revision Request, NUMBER: 1

Pursuant to the Feasibility Study Agreement between the TOWN OF BOURNE of Bourne, Massachusetts (the "District") and the MASSACHUSETTS SCHOOL BUILDING AUTHORITY (the "Authority"), the District hereby requests a revision to the Feasibility Study Budget, Exhibit A, dated February 6, 2015, for the James F. Peebles Elementary School Project. As required, the District has provided the information outlined in the table below to indicate the Feasibility Study Budget categories (line items) affected, the amounts needed and the reasons for the proposed revision.

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

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

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

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

*The Total Budget in the Current Feasibility Study Budget, Exhibit A of the FSA dated February 6, 2015, 2015 is \$750,000.00.*

From Class' Code	From Classification Name	To Class' Code	To Classification Name	Budget Revision Amount	Reason for transfer (Attach all supporting documentation, e.g., executed contracts, amendments and or supporting invoices for reimbursable expenses)	Amount Remaining in Other	Ineligible/Cost/Scope Items excluded from the Total Facilities Grant
00010000	OPM – Feasibility Study	00040000	Other	\$15,000	Final Negotiated Fee	\$35,000.00	\$0.00
00020000	A&E – Feasibility Study	00030000	Environmental & Site	\$50,000	Final Negotiated Fee	\$35,000.00	\$0.00
0002000	A&E – Feasibility Study	00040000	Other	\$85,000	Final Negotiated Fee	\$120,000.00	\$0.00

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

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**By: Peter J. Meier**  
**Title: Chief Executive Officer**  
**Date:**

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**By: Steven Lamarche**  
**Title: Superintendent of Schools**  
**Date:**

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**By: Christopher Hyldburg**  
**Title: Chair of the School Committee**  
**Date:**

MASSACHUSETTS SCHOOL BUILDING AUTHORITY

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**By:**  
**Title: Director of Capital Planning**  
**Date:**

# ATTACHMENT F

## CONTRACT FOR DESIGNER SERVICES

### AMENDMENT NO. 1

**WHEREAS**, the Town of Bourne ("Owner") and Flansburgh Associates, Inc., (the "Designer") (collectively, the "Parties") entered into a Contract for Designer Services for the Peebles Elementary School Project (Project Number 201400360010) at the Peebles Elementary School on September 22, 2015.  
"Contract"; and

**WHEREAS**, effective as of October 8, 2015, the Parties wish to amend the Contract:

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

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

**Fee for Basic Services:**

	<b>Original Contract</b>	<b>Prior Amendments</b>	<b>This Amendment</b>	<b>After this Amendment</b>
Feasibility Study Phase	\$250,000.00	\$0.00	\$16,500.00	\$266,500.00
Schematic Design Phase	\$115,000.00			\$115,000.00
Design Development Phase	\$			
Construction Document Phase	\$			
Bidding Phase	\$			
Construction Phase	\$			
Completion Phase	\$			
<b>Total Fee</b>	<b>\$365,000.00</b>	<b>\$0.00</b>	<b>\$16,500.00</b>	<b>\$381,500.00</b>

This Amendment is a result of: Providing Traffic Assessment and Study  
ProPay Code: 0003-0000

3. The Construction Budget shall be as follows:

Original Budget: \$ NA

Amended Budget \$ NA

4. The Project Schedule shall be as follows:

Original Schedule: \$ NA

Amended Schedule \$ NA

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

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

OWNER

Thomas M. Guerino

(print name)

Town Administrator, Town of Bourne

(print title)

By \_\_\_\_\_

(signature)

Date \_\_\_\_\_

DESIGNER

Kent D. Kovacs, AIA LEED AP

(print name)

Vice President, Flansburgh, Associates, Inc.

(print title)

By \_\_\_\_\_

(signature)

Date \_\_\_\_\_

# Flansburgh Architects

September 30, 2015

Mr. Joel G. Seeley AIA  
Symmes Maini & McKee  
1000 Massachusetts Ave.  
Cambridge, MA 02138

RE: Bourne Public Schools  
Traffic Study proposal

Dear Joel,

Attached is the traffic study proposal from Nitsch Engineering for the two elementary schools in Bourne. The fee is a reimbursable expense as defined in the primary MSBA contract in articles 4.11 and 9 with a 10% allowable markup.

Traffic Study:  $\$15,000 \times 1.1 = \$16,500$

Please prepare a Contract Amendment for our signature.

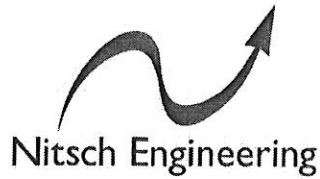
Sincerely,

FLANSBURGH ASSOCIATES INC



Kent Kovacs, AIA LEED AP  
Vice President





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

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

September 30, 2015

Mr. Kent Kovacs, AIA  
Principal  
Flansburgh Architects  
77 North Washington Street  
Boston, MA 02114

RE: Nitsch Proposal #11078.P  
James Peebles Elementary School  
Feasibility Design  
Traffic Engineering Services  
Bourne, MA

Dear Mr. Kovacs:

Nitsch Engineering is pleased to submit this proposal to you (the Client) for professional traffic engineering services associated with the Feasibility Study for the James Peebles Elementary School project located in Bourne, Massachusetts.

Nitsch Engineering understands that the Feasibility Study will consist of the evaluation of the following potential options:

1. Renovation, improvement, or replacement of the existing James Peebles Elementary School located at 70 Trowbridge Road in Bourne, Massachusetts;
2. Evaluation of site renovation and addition at the Bournedale Elementary School located at 41 Ernest Valeri Road in Bournedale, Massachusetts as a potential site for relocating James Peebles Elementary School; and
3. A preliminary travel time study for students relocated from James Peebles Elementary School to Bournedale Elementary School.

The scope of this evaluation will be limited to assessing the traffic impacts on the school sites, which includes access, ingress, and internal circulation. We will also assess the availability of parking, utilizations, and requirements to address the needs for employees and parent pick-up/drop-off. This study will be consistent with the expectations of the Massachusetts School Building Authority (MSBA) for Phase 1 of the Traffic Study.

## **SCOPE OF SERVICES**

The traffic engineering effort includes the following items:

1. Assist the Project Team with the traffic issues during the Feasibility Study;
2. Collect traffic data relating to internal circulation, access and egress, pick-up/drop-off, and parking;
3. Collect traffic data at the school driveways, completing capacity analysis in accordance with current practices;
4. Prepare a Traffic Assessment Report consistent with the MSBA general requirements and the requirements of the Town of Bourne (the Town);
5. Prepare documents for the proposed traffic regulations on public streets adjacent to the project site; and

**SCOPE OF SERVICES – continued**

6. Coordinate with the Project Team and the Town on the traffic issues.

**TASK 1: EVALUATION OF EXISTING CONDITIONS**

1. Attend a project kick-off meeting with the Project Team to review the scope of work and fee;
2. Coordinate with the Architect and the Landscape Architect on reviewing proposed Site Plans, access and egress, internal circulations, parking configurations and layouts, and any other traffic issues pertaining to the site;
3. Perform a site visit at each school to observe and document student drop-off and pick-up activities during the morning and afternoon time periods; such data will include number of vehicles arrived, queuing, and time of arrival;
4. Conduct parking inventory and parking occupancy when school is in session;
5. Conduct Turning Movement Counts (TMC) (including vehicles, pedestrians, and bicycles) at the driveways for each school during the morning (7:00 AM to 9:00 AM) and afternoon (1:30 PM to 3:30 PM) school peak hours (4 locations). TMCs during the evening peaks (4:00 PM to 6:00 PM) are not required for school activities;
6. Install one (1) Automatic traffic recorder (ATR) counter for a period of 48 hours continuous at each of the school sites. The location of the ATR counter will be between the two (2) driveways;
7. Assemble existing records relating to the school property, access roadways, and traffic controls;
8. Complete field inventory of roadway and traffic data relative to the traffic analysis of this project;
9. Visit the project site to observe the traffic operations and physical characteristics of the roadway system in the immediate vicinity of the school;
10. Based on Origin-Destination information provided by the school prepare a preliminary travel time evaluation for bus and parental traffic in relation to students relocated from James Peebles Elementary School to Bournedale Elementary School;
11. Assemble the data collected in a format suitable for analysis. Complete capacity analysis of the intersections included in the scope of this project. Utilize SYNCHRO, a capacity analysis and simulation software, which is approved by the Massachusetts Department of Transportation (MassDOT) for roadway and intersection capacity studies. This software will be useful in the evaluation of intersection congestion and for presentations to non-technically oriented public audience. It simulates the traffic flow, shows vehicle queuing, and provides qualitative measures such as capacity, level of service (LOS), and delays;
12. Evaluate parking to determine adequacy in supply and circulation as it relates to the existing schools' and the communities' use of the school facilities for the preferred option; and
13. Attend up to three (3) coordination and review meetings with the Project Team and one (1) meeting with the school committee and the Town. It is estimated that each meeting will last 4 hours on the average; including travel time. Nitsch Engineering can attend additional meetings, if requested and approved by the Client, as Additional Services.

## **SCOPE OF SERVICES – continued**

### **TASK 2: REPORTING**

The information collected in connection with the project and the analysis completed will be assembled in a report format and will be submitted in two (2) stages.

Stage 1: Submit a draft copy of the Traffic Study for review and comments; and

Stage 2: Submit a final version of the Traffic Study that addresses all comments received on the draft submission.

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

1. Preparing any design work.
2. Preparing any permit applications.
3. Performing traffic data collection and analysis beyond what is included in this proposal.
4. Providing construction administration services.
5. Performing signal modification and intersection changes.

### **ASSUMPTIONS**

1. Any revisions requested by the Client or other approving authorities after submission of the final report will be considered Additional Services.
2. Base plans will be provided to Nitsch Engineering in AutoCAD format.
3. Nitsch Engineering will evaluate up to one (1) proposed site layout design.
4. The TMCs will be completed by a local subconsultant retained by Nitsch Engineering specializing in applicable data collection. The subconsultant fee will be considered a direct expense to the project.
5. All layout work prepared under this proposal will be schematic and will not be adequate for construction.
6. All transportation/traffic scope of work will be within the site limits.
7. Additional Services will be provided, as approved by the Client.
8. The Client will indemnify and hold harmless Nitsch Engineering, and its officers, agents, and employees with regard to any errors or omissions within any documents from which information was obtained, in whole or in part, and incorporated into documents prepared by Nitsch Engineering.

### 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 will schedule our deliverables to conform to the Client's schedule for the project. Nitsch Engineering would require advanced notice of two (2) weeks to arrange for traffic data collection.

### COMPENSATION

Compensation for the services provided will be in accordance with Nitsch Engineering's Standard Contract Terms, as attached. The lump-sum cost for these services is \$15,000, and per phase breakdown is as follows:

Task 1: Evaluation of Existing Conditions	\$10,000.00
Task 2: Reporting Conditions	2,200.00
Traffic Counts (by Subconsultant)	<u>2,800.00*</u>
<b>TOTAL</b>	<b>\$15,000.00</b>

\*Traffic counts included in this phase will be conducted by a subconsultant. The TMCs are approximately \$500, and ATRs are approximately \$400 per location.

Costs will not be incurred by Nitsch Engineering beyond this lump-sum amount without verbal approval from the Client. All expenses (i.e., prints, postage, delivery service, regulations, mileage, meals, hotels, etc.) are to be considered part of the above lump-sum cost.

### 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.

Mr. Kent Kovacs, AIA: Nitsch Proposal #11078.P  
September 30, 2015  
Page 2 of 6

## TERMINATION

Nitsch Engineering reserves the right to revise this proposal should the signed copy not be received by October 30, 2015. This agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If this agreement is terminated by the Client, Nitsch Engineering will be paid for services rendered on the basis of services performed.

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

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

If you have any questions, please call.

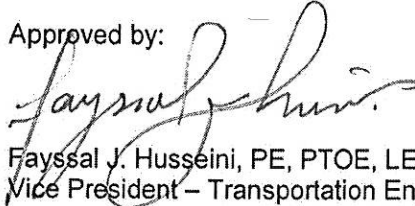
Very truly yours,

**Nitsch Engineering, Inc.**



Nick H. Havan, PE, PTOE  
Project Manager

Approved by:



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

NHH/vas

Enclosure: Standard Contract Terms  
"File Copy" of this proposal and the Standard Contract Terms

Mr. Kent Kovacs, AIA: Nitsch Proposal #11078.P  
September 30, 2015  
Page 2 of 6

**CLIENT AUTHORIZATION**

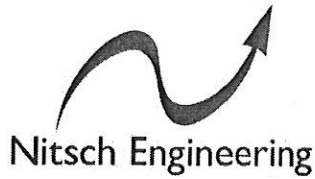
This proposal and Standard Contract Terms are hereby accepted by the Client as evidenced by the execution hereof, and such a person so executing the same on behalf of the Client does hereby warrant full authority to act for, in the name of, and on behalf of the Client.

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



2 Center Plaza, Suite 430  
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F: 617-338-6472

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## STANDARD CONTRACT TERMS

Proposal #11078.P

Date: September 30, 2015

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) or for any failure of the contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the contractor(s) furnishing and performing their work. Nitsch Engineering does not guarantee the performance of the construction contract by the contractor(s), and does not assume responsibility for the contractor's(s)' failure to furnish and perform their work in accordance with the Contract Documents.

Nitsch Engineering shall review and approve (or take other appropriate action with respect to) shop drawings, samples, and other data which the contractor(s) is (are) required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such review and approvals or other actions shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. 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. STANDARD OF CARE

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. CERTIFICATIONS/ASSIGNMENT

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 1-1/2% 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.

5. RESTART

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. TERMINATION

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, 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 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. SERVICES MADE NECESSARY BY LACK OF CONTRACTOR PERFORMANCE;  
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 14 and 15 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	\$285.00/hour
b. Expert Witness	300.00/hour
c. Senior Project Manager – Structural	210.00/hour
d. Senior Project Manager	195.00/hour
e. Project Manager	165.00/hour
f. Survey Project Manager	155.00/hour
g. Senior Project/Traffic Engineer	145.00/hour
h. Project Engineer – Structural	150.00/hour
i. Project/Traffic Engineer	135.00/hour
j. Senior Transportation/Project Designer	120.00/hour
k. Project Surveyor	110.00/hour
l. Transportation/Project Designer	110.00/hour
m. Survey Technician	100.00/hour
n. Senior CAD Operator	92.00/hour
o. GIS Manager	125.00/hour
p. CAD Operator	82.00/hour
q. Two-Person Field Crew	175.00/hour
r. Robotic Survey Crew	125.00/hour
s. Crew Chief	100.00/hour
t. Instrument Operator	75.00/hour
u. Administrative	58.00/hour
v. Outside Consultant Services	Cost plus 10%
w. Mileage	Charged at the IRS approved rate

These rates are valid through September 26, 2016, 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 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, 2015

# ATTACHMENT F

## CONTRACT FOR DESIGNER SERVICES

### AMENDMENT NO. 2

**WHEREAS**, the Town of Bourne ("Owner") and Flansburgh Associates, Inc., (the "Designer") (collectively, the "Parties") entered into a Contract for Designer Services for the Peebles Elementary School Project (Project Number 201400360010) at the Peebles Elementary School on September 22, 2015.  
"Contract"; and

**WHEREAS**, effective as of October 8, 2015, the Parties wish to amend the Contract:

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

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

**Fee for Basic Services:**

	<b>Original Contract</b>	<b>Prior Amendments</b>	<b>This Amendment</b>	<b>After this Amendment</b>
Feasibility Study Phase	\$250,000.00	\$16,500.00	\$9,900.00	\$266,500.00
Schematic Design Phase	\$115,000.00			\$115,000.00
Design Development Phase	\$			
Construction Document Phase	\$			
Bidding Phase	\$			
Construction Phase	\$			
Completion Phase	\$			
<b>Total Fee</b>	<b>\$365,000.00</b>	<b>\$16,500.00</b>	<b>\$9,900.00</b>	<b>\$391,400.00</b>

This Amendment is a result of: Providing Geotechnical Services  
ProPay Code: 0003-0000

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3. The Construction Budget shall be as follows:

Original Budget: \$ NA

Amended Budget \$ NA

4. The Project Schedule shall be as follows:

Original Schedule: \$ NA

Amended Schedule \$ NA

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

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

OWNER

Thomas M. Guerino

(print name)

Town Administrator, Town of Bourne

(print title)

By \_\_\_\_\_

(signature)

Date \_\_\_\_\_

DESIGNER

Kent D. Kovacs, AIA LEED AP

(print name)

Vice President, Flansburgh, Associates, Inc.

(print title)

By \_\_\_\_\_

(signature)

Date \_\_\_\_\_

# Flansburgh Architects

September 30, 2015

Mr. Joel G. Seeley AIA  
Symmes Maini & McKee  
1000 Massachusetts Ave.  
Cambridge, MA 02138

RE: Bourne Public Schools  
Geotechnical Engineering proposal

Dear Joel,

Attached are the proposals from Geotechnical Services Inc. for geotechnical engineering services at the Peebles Elementary School and Bournedale Elementary School. The purpose of the work is to give us information on the subsurface soil conditions to determine bearing capacity, foundation design, and other subsurface related information to aid in the future design of a potential addition or new construction option on these sites.

The fee is a reimbursable expense as defined in the primary MSBA contract in articles 4.11 and 9 with a 10% allowable markup.

The fee is as follows:

Peebles Study: \$4,500  
Bournedale Study: \$4,500  
Total for both sites:  $\$9,000 \times 1.1(\text{reimbursable}) = \$9,900$

Please prepare a Contract Amendment for our signature.

Sincerely,

FLANSBURGH ASSOCIATES INC



Kent Kovacs, AIA LEED AP  
Vice President



# GEOTECHNICAL SERVICES INC.

▲ Geotechnical Engineering ▲ Environmental Studies ▲ Materials Testing ▲ Construction Monitoring ▲

September 29, 2015

Mr. Kent Kovaks  
Flansburgh Architects, Inc.  
77 North Washington Street  
Boston, Massachusetts 02114-1910

Advanced copy via email: [kkovacs@flansburgh.com](mailto:kkovacs@flansburgh.com)

**Re: Proposal for Geotechnical Engineering Services  
Peebles Elementary School  
Bourne, MA  
GSI Proposal No. 239-15**

Dear Mr. Kovaks:

Geotechnical Services, Inc. (GSI) is pleased to submit this proposal to complete a preliminary phase geotechnical study for the planned school development located at 70 Trowbridge Road in Buzzards Bay, MA.

## PROPOSED SCOPE OF WORK

Based on our understanding of the development, GSI proposes to undertake the following tasks:

1. Visit the project site and observe the existing conditions and determine its potential impact on the subsurface exploration plan to be implemented. Establish accessible locations for the test borings and mark them with spray paint for Dig Safe utility clearance (this is a legal requirement). Contact Dig-Safe and obtain Application Number. Dig-Safe is to complete its work within a period of three days upon notification.

It is understood that rights of entry and access to the property will be provided to us. It is also understood that all test boring locations as planned will be accessible by truck-mounted drilling equipment.

Information on the location of any underground utilities within the area of work will need to be furnished to us. We will contact Dig-Safe prior to mobilization of drilling equipment to the site, but we cannot assume responsibility for damage to underground features not indicated to us in advance.

2. Arrange to have a qualified drilling contractor drill four (4) test borings at the site. GSI will provide technical oversight as the drilling contractor implements the subsurface exploration program. Test borings are anticipated to be advanced to a depth of 25-ft below surface grade. Test borings may be advanced to deeper depths if poor soil conditions are encountered. During advancement of the borings, soil samples will be retrieved at the ground surface and subsequently at 5-ft intervals with a split-spoon sampler. Standard Penetration Tests (SPTs) will be performed at sampling intervals in general accordance with ASTM D1586. We anticipate the subsurface investigation to be completed in 1 day. All holes will be backfilled and compacted with the spoils. Excess spoils from the test borings and will be left on site. We will make every attempt to minimize any damage and disruption caused by the drilling operations; however, we have not budgeted to return to the site for additional cleanup purposes.

The subsurface exploration program will be conducted under the direct supervision of a geotechnical engineer or geologist from our office. The engineer/geologist will be responsible for coordinating all aspects of the work and soil exploration layout. Soil samples recovered during the exploration program will be visually classified in the field referencing the "Burmister System."

3. Make analyses related to the geotechnical engineering aspects of foundation design, site development and construction, and prepare an electronic copy (PDF format) of an engineering report, which will include the following items as applicable to the project and site:

- A. Test boring logs indicating soil and rock conditions and water levels encountered and groundwater monitor well installation reports.
- B. Location plan of subsurface explorations.
- C. Preliminary design recommendations for the foundation type with foundation design criteria including allowable bearing pressure, foundation depth, static lateral earth pressures and other information required for final design and preparation of contract drawings and specifications.
- D. Earthquake engineering considerations such as site coefficient, liquefaction susceptibility of foundation soils, seismically induced settlements and dynamic lateral earth pressures.
- E. Estimates of settlement for structural elements at recommended loadings.
- F. Comments on geotechnical aspects of construction, such as excavation and filling, controlled blasting, protection of adjacent structures and utilities, slope stability, construction dewatering, and special requirements for protecting strength of undisturbed soils at foundation elevation, written primarily for the engineer having responsibility for preparation of contract drawings and specifications.

**PROPOSED BUDGET**

Our estimated cost will be for a fee as follows:

<b>TASK NO.</b>	<b>STAFF ASSIGNMENT</b>	<b>TASK TOTAL</b>
1	Boring Layout and DIG SAFE	\$200
2	Subsurface Investigation Track Rig (1 day) GSI Field Engineer (1 day)	\$2,200 \$600
3	Geotechnical Engineering Report	\$1,500
4	Attend Project Meeting, If Required (\$85/Hr)	(\$-)
<b>TOTAL GEOTECHNICAL SERVICES BUDGET</b>		<b>\$4,500</b>

The above budget includes the cost for reimbursable items and expenses. Our services will be provided in accordance with the attached Terms and Conditions. Additional services requested by your office, may be provided in accordance with the attached Rate Schedule or as a negotiated lump sum. We will contact you for your approval prior to commencing with any additional services.

The scope of work does not include the preparation of contract drawings or an assessment of the presence of oil or hazardous materials at the site, the characterization of excavated soil or groundwater that may be generated as a result of planned construction activity, and an assessment of the impact that contamination could have on the proposed construction.

**SCHEDULE**

Upon notice to proceed, GSI will clear the site with Digsafe and mobilize a drill rig to site within 10 to 15 business days. Within 5 business days after completion of the subsurface investigation, a copy of the geotechnical report will be submitted to your office.



**CLOSING**

We trust that this proposal is consistent with your needs at this time. You may formally enter into an agreement with us to accomplish the previously described scope of work by signing the enclosed copy of the proposal. We thank you for allowing us this opportunity to offer you our services and look forward to working with you on this project. Should you have any questions or require further assistance, please do not hesitate to contact our office.

Very truly yours,  
**GEOTECHNICAL SERVICES, INC.**

  
Glen V. Zoladz, P.E.  
Project Manager

Harry K. Wetherbee, P.E.  
Principal Engineer

Attachments: Terms and Conditions, Rate Schedule

**PROPOSAL ACCEPTANCE FORM**

This proposal and the Terms and Conditions of engagement are hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name and on behalf of the client.

\_\_\_\_\_  
(Authorizing Signature)

\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
(Authorizing Authority)

\_\_\_\_\_  
(Date)





# GEOTECHNICAL SERVICES, INC.

## PROFESSIONAL SERVICES TERMS AND CONDITIONS - Geotechnical Investigations

**BILLING AND PAYMENT:** CLIENT recognizes that timely payment of GSI's invoices is a material part of the consideration GSI requires to perform the services indicated in this AGREEMENT. CLIENT shall pay GSI for services in accordance with the rates and charges set forth herein.

**COLLECTION COSTS:** If CLIENT fails to make payment when due and GSI incurs any costs in order to collect overdue sums from CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to GSI. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds, and reasonable GSI staff fees at standard billing rates for GSI's time in efforts to collect. This obligation of the CLIENT to pay GSI's collection costs shall survive the terms of this agreement or any earlier termination by either party.

**SUSPENSION OF SERVICES:** If CLIENT fails to make payments when due or otherwise is in breach of this agreement, then GSI may suspend performance of services upon 5 days written notification to CLIENT. GSI shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension caused by any breach of this agreement by CLIENT.

**HOLDING HARMLESS:** CLIENT understands that "holding GSI harmless" as referred to in these Terms and Conditions, would, among other things require CLIENT to compensate GSI for any time spent or expenses incurred by GSI in defense of any claim for which CLIENT has agreed to indemnify GSI, in accordance with GSI's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.

**SAMPLES:** Soil, rock, and water samples obtained from the site which have not been consumed in testing become the property of the CLIENT, once the project account has been paid in full. Such samples will be held for thirty (30) days after payment, and will be disposed of thereafter unless delivery to CLIENT is requested in writing. It is CLIENT'S responsibility to select and arrange for disposal procedures which encompass removing the contaminated samples from GSI's custody and transporting them to a disposal site.

**DOCUMENTS:** All documents generated by GSI in the course of rendering service to CLIENT will remain the property of GSI. CLIENT agrees that all documents and/or plans provided by GSI in connection with services rendered will be utilized solely by CLIENT for their intended purpose. GSI will not intentionally divulge documents or information regarding its services to parties other than CLIENT unless requested in writing by CLIENT.

**SUBSURFACE EXPLORATIONS:** CLIENT should be aware that some damage to the terrain, vegetation, structures, or equipment on the site may occur in the normal course of work. CLIENT will not hold GSI liable for such damages and will make compensation to GSI if GSI is required to restore the land to its former condition. GSI will take reasonable precautions to limit damage to the site and to any subterranean structures. GSI will not be held liable for damages or injury, including consequential damages such as the loss of use or profit, resulting from interference with subterranean structures which are not called to our attention or are incorrectly located on plans furnished by CLIENT or others in connection with the work to be performed.

**FAILURE TO ENCOUNTER HAZARDOUS MATERIALS:** CLIENT understands that GSI's failure to discover hazardous materials through appropriate and mutually agreed-upon sampling techniques does not guarantee that hazardous materials do not exist at the site. Accordingly, CLIENT waives any claim against GSI, and agrees to defend, indemnify and save GSI harmless from any claims or liability for injury or loss arising from GSI's failure to detect the presence of hazardous materials through techniques commonly employed for the purpose.

**RIGHT OF ENTRY:** Unless otherwise agreed, CLIENT will furnish right-of-entry upon the site for GSI or its subcontractors to perform assessments or explorations as deemed necessary by GSI.

**STANDARD OF CARE:** GSI strives to provide its professional services in accordance with the care and skill ordinarily used by members of GSI's profession practicing under similar circumstances at the same time and in the same locality. GSI makes no warranties, express or implied, under this Agreement.

**JURISDICTION/CHOICE OF LAW:** The laws of the State of New Hampshire shall govern the rights and obligations of the parties under this Agreement and any disputes arising from this Agreement. Jurisdiction for any legal action arising from this Agreement shall be in the Goffstown District Court or the Hillsborough County Superior Court in the State of New Hampshire.

**SCOPE OF SERVICE:** GSI's services shall be limited to those expressly set forth in this Agreement. Consultant shall have no other obligations or responsibilities for the Project except as agreed to in writing.

**THIRD-PARTY CLAIMS:** Owner recognizes that the Contractor and Subcontractors will be solely in control of the Project site and exclusively responsible for construction means, methods, scheduling, sequencing, job-site safety and compliance with all construction documents and directions from Owner or building officials. GSI shall not be responsible for construction related damages, losses, costs, or claims, except only to the extent caused by Consultant's sole negligence.

**VALUE ENGINEERING AND MODIFICATIONS:** Upon the written request or direction of Client, Consultant shall evaluate and advise Client with respect to proposed or requested changes in materials, products, or equipment. Consultant shall be entitled to rely on the accuracy and completeness of the information provided in conjunction with the requested substitution. Client acknowledges that such changes may result in a reduction in the quality and performance of the project and accepts that risk in recognition of the objectives of the change. Accordingly, Consultant shall not be responsible for errors, omissions, or inconsistencies in information by others or in any way resulting from incorporating such substitution into the Project.

**HIDDEN CONDITIONS:** GSI shall notify CLIENT of any hidden conditions encountered by GSI which will affect the scope of GSI's work and/or its compensation under this Agreement. GSI is not responsible or liable for any cost resulting from an increase in the scope of its work or compensation under this Agreement associated with any hidden conditions encountered or discovered by GSI during the prosecution of its work.

**MONITORING OF CONSTRUCTION:** Should CLIENT for any reason not retain GSI to monitor construction, or should CLIENT unduly restrict GSI's assignment of personnel to monitor construction, or should GSI for any reason not perform construction monitoring during the full period of construction, CLIENT waives any claim against GSI, and agrees to indemnify, defend and save GSI harmless from any claim or liability for injury or loss arising from problems during construction that allegedly result from findings, conclusions, recommendations, plans or specifications developed by GSI.

**JOBSITE SAFETY** Neither the professional activities of GSI, nor the presence of GSI or his employees or subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means and methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. GSI and his or her personnel have no authority to exercise any control over the construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, GSI and GSI's subconsultants shall be indemnified and shall be made additional insured under the General Contractor's general liability policy.

**LIMITATION OF LIABILITY:** CLIENT agrees to limit GSI's liability to CLIENT and all third parties arising from GSI's professional acts, errors or omissions, such that the total aggregate liability of GSI to all those named shall not exceed \$50,000 or GSI's total fee for the services rendered on this project, whichever is greater. CLIENT further agrees to require of all of their subcontractors an identical limitation of GSI's liability for damages suffered by the CLIENT or its subcontractors arising from GSI's professional acts, errors or omissions.

**CONSEQUENTIAL DAMAGES:** Notwithstanding any other provision of the agreement, neither party shall be liable to the other for any consequential damages resulting incurred due to the fault of the other party, regardless of the matter of this fault or whether it was committed by the CLIENT or GSI, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and profit.

**INDEMNIFICATION:** GSI agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by GSI's negligent acts, errors or omissions in the performance of GSI's professional services under this contract and those of GSI's subconsultants or anyone for whom GSI is legally liable. CLIENT agrees to the fullest extent permitted by law, to indemnify and hold GSI harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by CLIENT's negligent acts, errors or omissions and those of CLIENT's subconsultants or anyone for whom CLIENT is legally liable, and arising from the project that is the subject of this agreement. GSI is not obligated to indemnify CLIENT in any manner whatsoever for CLIENT's own negligence.

**GEOTECHNICAL INVESTIGATION:** CLIENT understands that the education, experience, expertise, and capabilities of those who provide geotechnical engineering services and those who provide geoenvironmental services differ significantly. Those involved with a geotechnical engineering project may not notice indications of environmental concerns and, if they do, they may not report them. The same applies to personnel involved with geoenvironmental projects, with respect to geotechnical issues. Accordingly, CLIENT shall, to the fullest extent permitted by law, waive any claim against GSI, and indemnify, defend, and hold GSI harmless from any claim or liability for injury or loss arising from GSI alleged failure to report or report fully on environmental issues in instruments of geotechnical service or on geotechnical issues in instruments of geoenvironmental service. CLIENT also shall compensate GSI for any time spent or expenses incurred by GSI in defense of any such claim. Such compensation shall be based upon GSI prevailing fee schedule and expense reimbursement policy. (The term "any claim" used in this provision means "any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability.")

**TIME BAR TO LEGAL ACTION:** All legal actions by either party against the other for breach of this agreement or any addendum to it, or for failure to perform in accordance with the applicable standard of care, or that are essentially based upon such breach or such failure, shall be barred after two (2) years have passed from the time the claimant knew or should have known of its claim, and under no circumstances shall be initiated after four (4) years have passed from the date by which GSI substantially completes its services. Substantial completion shall be defined to mean completion of monitoring services as called for hereunder, unless GSI's services shall be terminated earlier. After four (4) years have passed from the date of substantial completion, CLIENT agrees to indemnify, defend, and hold GSI harmless from any claim or liability or injury or loss allegedly arising from GSI's failure to perform in accordance with the applicable standard of care. In addition, CLIENT agrees to compensate GSI for any time spent or expenses incurred by GSI in defense of any such claim, with compensation to be based upon GSI's prevailing Rate Schedule and expense reimbursement policy.

# GEOTECHNICAL SERVICES, INC. - RATE SCHEDULE, 2015

**A. PROFESSIONAL STAFF**

Principal Engineer	\$125/hr
Professional Engineer	85/hr
Field Engineer	75/hr
Staff Engineer	65/hr
Word Processing	45/hr

**B. CONSTRUCTION MONITORING SERVICES**

Field Technician	150/½ day
	270/full day
Steel Inspector (AWS Visual)	75/hr
Fireproofing Inspector	40/hr

**C. LABORATORY TESTING SERVICES**

Soils

Sieve Analysis (ASTM C-136 & C-117)	75/ea
Hydrometer Analysis (ASTM D422)	75/ea
Organic Content	100/ea
pH Determination	50/ea
Topsoil Nutrient Analysis	200/ea
Proctor ( Standard or Modified)	100/ea
Atterberg Limits	95/ea
California Bearing Ratio	350/ea
Consolidation Testing (Taylor Method)	450/ea
Falling/Constant Head Permeability	250/ea
Triaxial Permeability	325/ea
Unconfined Compressive Test	250/ea

Concrete and Aggregates

Concrete Cylinder Compression	15/ea
Mix Design Review	250/ea
Concrete Core Compression Tests	50/ea
Masonry Prisms	35/ea
Mortar Cubes	35/ea
LA Abrasion	250/ea
Petrographic Analysis	cost + 20%

Asphalt

Density Tests	150/ea
Asphalt Extraction Tests	200/ea
Mix Review	250/ea

**D. SUBSURFACE EXPLORATIONS**

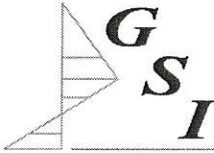
Subcontractor cost plus 20%

**E. EQUIPMENT/MISCELLANEOUS**

Transportation of Materials to Lab	30/hr
Nuclear Density Gage	35/day
Photo Ionization Detector	50/day
Vibration Monitor	50/day
Guelph Permeameter	50/day
Groundwater Sampling Pump	50/day
Mileage	0.55/mi
UT Steel Testing Apparatus	100/day
Groundwater Monitor Wells	18/ft
Monitor Well Covers	100/ea
Overtime	50%
Low-Voltage Holiday Detector	35/day
Dry Film Thickness Gage	25/day
Vibration Monitor	50/day
Windsor probe test	100/shot
Swiss Hammer	50/day
Transit	50/day
Coring Rig and Crew	500/day
James Electric Resistivity	75/day
Static Cone Penetrometer	25/day
Dynamic Cone Penetrometer	50/day

- Rates and mileage charges are assessed portal to portal from Weare, NH or Boston, MA.
- Overtime surcharge for technical staff is 50%.
- Markup for reimbursable expenses is 20%.
- A surcharge of 50% applies to all same day service.
- Sundays and Holiday service are surcharged 100%.
- Interest rate of 1% per month may be applied to all overdue accounts.
- Test reports are subject to review by Principal Engineer.





# GEOTECHNICAL SERVICES INC.

▲ Geotechnical Engineering ▲ Environmental Studies ▲ Materials Testing ▲ Construction Monitoring ▲

September 29, 2015

Mr. Kent Kovaks  
Flansburgh Architects, Inc.  
77 North Washington Street  
Boston, Massachusetts 02114-1910

Advanced copy via email: [kkovacs@flansburgh.com](mailto:kkovacs@flansburgh.com)

**Re: Proposal for Geotechnical Engineering Services  
Bournedale Elementary School  
Bourne, MA  
GSI Proposal No. 240-15**

Dear Mr. Kovaks:

Geotechnical Services, Inc. (GSI) is pleased to submit this proposal to complete a preliminary phase geotechnical study for the planned school development located at 40 Earnest Valeri Road in Bourne, MA.

## PROPOSED SCOPE OF WORK

Based on our understanding of the development, GSI proposes to undertake the following tasks:

1. Visit the project site and observe the existing conditions and determine its potential impact on the subsurface exploration plan to be implemented. Establish accessible locations for the test borings and mark them with spray paint for Dig Safe utility clearance (this is a legal requirement). Contact Dig-Safe and obtain Application Number. Dig-Safe is to complete its work within a period of three days upon notification.

It is understood that rights of entry and access to the property will be provided to us. It is also understood that all test boring locations as planned will be accessible by truck-mounted drilling equipment.

Information on the location of any underground utilities within the area of work will need to be furnished to us. We will contact Dig-Safe prior to mobilization of drilling equipment to the site, but we cannot assume responsibility for damage to underground features not indicated to us in advance.

2. Arrange to have a qualified drilling contractor drill four (4) test borings at the site. GSI will provide technical oversight as the drilling contractor implements the subsurface exploration program. Test borings are anticipated to be advanced to a depth of 25-ft below surface grade. Test borings may be advanced to deeper depths if poor soil conditions are encountered. During advancement of the borings, soil samples will be retrieved at the ground surface and subsequently at 5-ft intervals with a split-spoon sampler. Standard Penetration Tests (SPTs) will be performed at sampling intervals in general accordance with ASTM D1586. We anticipate the subsurface investigation to be completed in 1 day. All holes will be backfilled and compacted with the spoils. Excess spoils from the test borings and will be left on site. We will make every attempt to minimize any damage and disruption caused by the drilling operations; however, we have not budgeted to return to the site for additional cleanup purposes.

The subsurface exploration program will be conducted under the direct supervision of a geotechnical engineer or geologist from our office. The engineer/geologist will be responsible for coordinating all aspects of the work and soil exploration layout. Soil samples recovered during the exploration program will be visually classified in the field referencing the "Burmister System."

3. Make analyses related to the geotechnical engineering aspects of foundation design, site development and construction, and prepare an electronic copy (PDF format) of an engineering report, which will include the following items as applicable to the project and site:

- A. Test boring logs indicating soil and rock conditions and water levels encountered and groundwater monitor well installation reports.
- B. Location plan of subsurface explorations.
- C. Preliminary design recommendations for the foundation type with foundation design criteria including allowable bearing pressure, foundation depth, static lateral earth pressures and other information required for final design and preparation of contract drawings and specifications.
- D. Earthquake engineering considerations such as site coefficient, liquefaction susceptibility of foundation soils, seismically induced settlements and dynamic lateral earth pressures.
- E. Estimates of settlement for structural elements at recommended loadings.
- F. Comments on geotechnical aspects of construction, such as excavation and filling, controlled blasting, protection of adjacent structures and utilities, slope stability, construction dewatering, and special requirements for protecting strength of undisturbed soils at foundation elevation, written primarily for the engineer having responsibility for preparation of contract drawings and specifications.

**PROPOSED BUDGET**

Our estimated cost will be for a fee as follows:

<b>TASK NO.</b>	<b>STAFF ASSIGNMENT</b>	<b>TASK TOTAL</b>
1	Boring Layout and DIG SAFE	\$200
2	Subsurface Investigation	
	Track Rig (1 day)	\$2,200
	GSI Field Engineer (1 day)	\$600
3	Geotechnical Engineering Report	\$1,500
4	Attend Project Meeting, If Required (\$85/Hr)	(\$-)
<b>TOTAL GEOTECHNICAL SERVICES BUDGET</b>		<b>\$4,500</b>

The above budget includes the cost for reimbursable items and expenses. Our services will be provided in accordance with the attached Terms and Conditions. Additional services requested by your office, may be provided in accordance with the attached Rate Schedule or as a negotiated lump sum. We will contact you for your approval prior to commencing with any additional services.

The scope of work does not include the preparation of contract drawings or an assessment of the presence of oil or hazardous materials at the site, the characterization of excavated soil or groundwater that may be generated as a result of planned construction activity, and an assessment of the impact that contamination could have on the proposed construction.

**SCHEDULE**

Upon notice to proceed, GSI will clear the site with Digsafe and mobilize a drill rig to site within 10 to 15 business days. Within 5 business days after completion of the subsurface investigation, a copy of the geotechnical report will be submitted to your office.



**CLOSING**

We trust that this proposal is consistent with your needs at this time. You may formally enter into an agreement with us to accomplish the previously described scope of work by signing the enclosed copy of the proposal. We thank you for allowing us this opportunity to offer you our services and look forward to working with you on this project. Should you have any questions or require further assistance, please do not hesitate to contact our office.

Very truly yours,  
**GEOTECHNICAL SERVICES, INC.**

  
Glen V. Zoladz, P.E.  
Project Manager

Harry K. Wetherbee, P.E.  
Principal Engineer

Attachments: Terms and Conditions, Rate Schedule

**PROPOSAL ACCEPTANCE FORM**

This proposal and the Terms and Conditions of engagement are hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name and on behalf of the client.

\_\_\_\_\_  
(Authorizing Signature)

\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
(Authorizing Authority)

\_\_\_\_\_  
(Date)



# GEOTECHNICAL SERVICES, INC.

## PROFESSIONAL SERVICES TERMS AND CONDITIONS - Geotechnical Investigations

**BILLING AND PAYMENT:** CLIENT recognizes that timely payment of GSI's invoices is a material part of the consideration GSI requires to perform the services indicated in this AGREEMENT. CLIENT shall pay GSI for services in accordance with the rates and charges set forth herein.

**COLLECTION COSTS:** If CLIENT fails to make payment when due and GSI incurs any costs in order to collect overdue sums from CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to GSI. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds, and reasonable GSI staff fees at standard billing rates for GSI's time in efforts to collect. This obligation of the CLIENT to pay GSI's collection costs shall survive the terms of this agreement or any earlier termination by either party.

**SUSPENSION OF SERVICES:** If CLIENT fails to make payments when due or otherwise is in breach of this agreement, then GSI may suspend performance of services upon 5 days written notification to CLIENT. GSI shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension caused by any breach of this agreement by CLIENT.

**HOLDING HARMLESS:** CLIENT understands that "holding GSI harmless" as referred to in these Terms and Conditions, would, among other things require CLIENT to compensate GSI for any time spent or expenses incurred by GSI in defense of any claim for which CLIENT has agreed to indemnify GSI, in accordance with GSI's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.

**SAMPLES:** Soil, rock, and water samples obtained from the site which have not been consumed in testing become the property of the CLIENT, once the project account has been paid in full. Such samples will be held for thirty (30) days after payment, and will be disposed of thereafter unless delivery to CLIENT is requested in writing. It is CLIENT'S responsibility to select and arrange for disposal procedures which encompass removing the contaminated samples from GSI's custody and transporting them to a disposal site.

**DOCUMENTS:** All documents generated by GSI in the course of rendering service to CLIENT will remain the property of GSI. CLIENT agrees that all documents and/or plans provided by GSI in connection with services rendered will be utilized solely by CLIENT for their intended purpose. GSI will not intentionally divulge documents or information regarding its services to parties other than CLIENT unless requested in writing by CLIENT.

**SUBSURFACE EXPLORATIONS:** CLIENT should be aware that some damage to the terrain, vegetation, structures, or equipment on the site may occur in the normal course of work. CLIENT will not hold GSI liable for such damages and will make compensation to GSI if GSI is required to restore the land to its former condition. GSI will take reasonable precautions to limit damage to the site and to any subterranean structures. GSI will not be held liable for damages or injury, including consequential damages such as the loss of use or profit, resulting from interference with subterranean structures which are not called to our attention or are incorrectly located on plans furnished by CLIENT or others in connection with the work to be performed.

**FAILURE TO ENCOUNTER HAZARDOUS MATERIALS:** CLIENT understands that GSI's failure to discover hazardous materials through appropriate and mutually agreed-upon sampling techniques does not guarantee that hazardous materials do not exist at the site. Accordingly, CLIENT waives any claim against GSI, and agrees to defend, indemnify and save GSI harmless from any claims or liability for injury or loss arising from GSI's failure to detect the presence of hazardous materials through techniques commonly employed for the purpose.

**RIGHT OF ENTRY:** Unless otherwise agreed, CLIENT will furnish right-of-entry upon the site for GSI or its subcontractors to perform assessments or explorations as deemed necessary by GSI.

**STANDARD OF CARE:** GSI strives to provide its professional services in accordance with the care and skill ordinarily used by members of GSI's profession practicing under similar circumstances at the same time and in the same locality. GSI makes no warranties, express or implied, under this Agreement.

**JURISDICTION/CHOICE OF LAW:** The laws of the State of New Hampshire shall govern the rights and obligations of the parties under this Agreement and any disputes arising from this Agreement. Jurisdiction for any legal action arising from this Agreement shall be in the Goffstown District Court or the Hillsborough County Superior Court in the State of New Hampshire.

**SCOPE OF SERVICE:** GSI's services shall be limited to those expressly set forth in this Agreement. Consultant shall have no other obligations or responsibilities for the Project except as agreed to in writing.

**THIRD-PARTY CLAIMS:** Owner recognizes that the Contractor and Subcontractors will be solely in control of the Project site and exclusively responsible for construction means, methods, scheduling, sequencing, job-site safety and compliance with all construction documents and directions from Owner or building officials. GSI shall not be responsible for construction related damages, losses, costs, or claims, except only to the extent caused by Consultant's sole negligence.

**VALUE ENGINEERING AND MODIFICATIONS:** Upon the written request or direction of Client, Consultant shall evaluate and advise Client with respect to proposed or requested changes in materials, products, or equipment. Consultant shall be entitled to rely on the accuracy and completeness of the information provided in conjunction with the requested substitution. Client acknowledges that such changes may result in a reduction in the quality and performance of the project and accepts that risk in recognition of the objectives of the change. Accordingly, Consultant shall not be responsible for errors, omissions, or inconsistencies in information by others or in any way resulting from incorporating such substitution into the Project.

**HIDDEN CONDITIONS:** GSI shall notify CLIENT of any hidden conditions encountered by GSI which will affect the scope of GSI's work and/or its compensation under this Agreement. GSI is not responsible or liable for any cost resulting from an increase in the scope of its work or compensation under this Agreement associated with any hidden conditions encountered or discovered by GSI during the prosecution of its work.

**MONITORING OF CONSTRUCTION:** Should CLIENT for any reason not retain GSI to monitor construction, or should CLIENT unduly restrict GSI's assignment of personnel to monitor construction, or should GSI for any reason not perform construction monitoring during the full period of construction, CLIENT waives any claim against GSI, and agrees to indemnify, defend and save GSI harmless from any claim or liability for injury or loss arising from problems during construction that allegedly result from findings, conclusions, recommendations, plans or specifications developed by GSI.

**JOBSITE SAFETY:** Neither the professional activities of GSI, nor the presence of GSI or his employees or subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means and methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. GSI and his or her personnel have no authority to exercise any control over the construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, GSI and GSI's subconsultants shall be indemnified and shall be made additional insured under the General Contractor's general liability policy.

**LIMITATION OF LIABILITY:** CLIENT agrees to limit GSI's liability to CLIENT and all third parties arising from GSI's professional acts, errors or omissions, such that the total aggregate liability of GSI to all those parties shall not exceed \$50,000 or GSI's total fee for the services rendered on this project, whichever is greater. CLIENT further agrees to require of all of their subcontractors an identical limitation of GSI's liability for damages suffered by the CLIENT or its subcontractors arising from GSI's professional acts, errors or omissions.

**CONSEQUENTIAL DAMAGES:** Notwithstanding any other provision of the agreement, neither party shall be liable to the other for any consequential damages resulting incurred due to the fault of the other party, regardless of the matter of this fault or whether it was committed by the CLIENT or GSI, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and profit.

**INDEMNIFICATION:** GSI agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by GSI's negligent acts, errors or omissions in the performance of GSI's professional services under this contract and those of GSI's subconsultants or anyone for whom GSI is legally liable. CLIENT agrees to the fullest extent permitted by law, to indemnify and hold GSI harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by CLIENT's negligent acts, errors or omissions and those of CLIENT's subconsultants or anyone for whom CLIENT is legally liable, and arising from the project that is the subject of this agreement. GSI is not obligated to indemnify CLIENT in any manner whatsoever for CLIENT's own negligence.

**GEOTECHNICAL INVESTIGATION:** CLIENT understands that the education, experience, expertise, and capabilities of those who provide geotechnical engineering services and those who provide geoenvironmental services differ significantly. Those involved with a geotechnical engineering project may not notice indications of environmental concerns and, if they do, they may not report them. The same applies to personnel involved with geoenvironmental projects, with respect to geotechnical issues. Accordingly, CLIENT shall, to the fullest extent permitted by law, waive any claim against GSI, and indemnify, defend, and hold GSI harmless from any claim or liability for injury or loss arising from GSI alleged failure to report or report fully on environmental issues in instruments of geotechnical service or on geotechnical issues in instruments of geoenvironmental service. CLIENT also shall compensate GSI for any time spent or expenses incurred by GSI in defense of any such claim. Such compensation shall be based upon GSI prevailing fee schedule and expense reimbursement policy. (The term "any claim" used in this provision means "any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability.")

**TIME BAR TO LEGAL ACTION:** All legal actions by either party against the other for breach of this agreement or any addendum to it, or for failure to perform in accordance with the applicable standard of care, or that are essentially based upon such breach or such failure, shall be barred after two (2) years have passed from the time the claimant knew or should have known of its claim, and under no circumstances shall be initiated after four (4) years have passed from the date by which GSI substantially completes its services. Substantial completion shall be defined to mean completion of monitoring services as called for hereunder, unless GSI's services shall be terminated earlier. After four (4) years have passed from the date of substantial completion, CLIENT agrees to indemnify, defend, and hold GSI harmless from any claim or liability or injury or loss allegedly arising from GSI's failure to perform in accordance with the applicable standard of care. In addition, CLIENT agrees to compensate GSI for any time spent or expenses incurred by GSI in defense of any such claim, with compensation to be based upon GSI's prevailing Rate Schedule and expense reimbursement policy.

# GEOTECHNICAL SERVICES, INC. - RATE SCHEDULE, 2015

**A. PROFESSIONAL STAFF**

Principal Engineer	\$125/hr
Professional Engineer	85/hr
Field Engineer	75/hr
Staff Engineer	65/hr
Word Processing	45/hr

**B. CONSTRUCTION MONITORING SERVICES**

Field Technician	150/½ day
	270/full day
Steel Inspector (AWS Visual)	75/hr
Fireproofing Inspector	40/hr

**C. LABORATORY TESTING SERVICES**

Soils

Sieve Analysis (ASTM C-136 & C-117)	75/ea
Hydrometer Analysis (ASTM D422)	75/ea
Organic Content	100/ea
pH Determination	50/ea
Topsoil Nutrient Analysis	200/ea
Proctor ( Standard or Modified)	100/ea
Atterberg Limits	95/ea
California Bearing Ratio	350/ea
Consolidation Testing (Taylor Method)	450/ea
Falling/Constant Head Permeability	250/ea
Triaxial Permeability	325/ea
Unconfined Compressive Test	250/ea

Concrete and Aggregates

Concrete Cylinder Compression	15/ea
Mix Design Review	250/ea
Concrete Core Compression Tests	50/ea
Masonry Prisms	35/ea
Mortar Cubes	35/ea
LA Abrasion	250/ea
Petrographic Analysis	cost + 20%

Asphalt

Density Tests	150/ea
Asphalt Extraction Tests	200/ea
Mix Review	250/ea

**D. SUBSURFACE EXPLORATIONS**

Subcontractor cost plus 20%

**E. EQUIPMENT/MISCELLANEOUS**

Transportation of Materials to Lab	30/hr
Nuclear Density Gage	35/day
Photo Ionization Detector	50/day
Vibration Monitor	50/day
Guelph Permeameter	50/day
Groundwater Sampling Pump	50/day
Mileage	0.55/mi
UT Steel Testing Apparatus	100/day
Groundwater Monitor Wells	18/ft
Monitor Well Covers	100/ea
Overtime	50%
Low-Voltage Holiday Detector	35/day
Dry Film Thickness Gage	25/day
Vibration Monitor	50/day
Windsor probe test	100/shot
Swiss Hammer	50/day
Transit	50/day
Coring Rig and Crew	500/day
James Electric Resistivity	75/day
Static Cone Penetrometer	25/day
Dynamic Cone Penetrometer	50/day

- Rates and mileage charges are assessed portal to portal from Weare, NH or Boston, MA.
- Overtime surcharge for technical staff is 50%.
- Markup for reimbursable expenses is 20%.
- A surcharge of 50% applies to all same day service.
- Sundays and Holiday service are surcharged 100%.
- Interest rate of 1% per month may be applied to all overdue accounts.
- Test reports are subject to review by Principal Engineer.



# ATTACHMENT F

## CONTRACT FOR DESIGNER SERVICES

### AMENDMENT NO. 3

**WHEREAS**, the Town of Bourne ("Owner") and Flansburgh Associates, Inc., (the "Designer") (collectively, the "Parties") entered into a Contract for Designer Services for the Peebles Elementary School Project (Project Number 201400360010) at the Peebles Elementary School on September 22, 2015.  
"Contract"; and

**WHEREAS**, effective as of October 8, 2015, the Parties wish to amend the Contract:

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

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

**Fee for Basic Services:**

	<b>Original Contract</b>	<b>Prior Amendments</b>	<b>This Amendment</b>	<b>After this Amendment</b>
Feasibility Study Phase	\$250,000.00	\$26,400.00	\$6,380.00	\$266,500.00
Schematic Design Phase	\$115,000.00			\$115,000.00
Design Development Phase	\$			
Construction Document Phase	\$			
Bidding Phase	\$			
Construction Phase	\$			
Completion Phase	\$			
<b>Total Fee</b>	<b>\$365,000.00</b>	<b>\$26,400.00</b>	<b>\$6,380.00</b>	<b>\$397,780.00</b>

This Amendment is a result of: Providing GeoEnvironmental Services  
ProPay Code: 0003-0000